

MEMORANDUM

Amended
Agenda Item No. 14(A)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 17, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution relating to grant funding for the 2022 Miami-Dade County Youth Summer Job Program; authorizing the County Mayor to receive \$1,500,000.00 in grant funds from The Children's Trust for the program; authorizing a grant to the foundation for New Education Initiatives, Inc., a direct support organization to Miami-Dade County Public Schools, in the amount of \$3,200,000.00, inclusive of the \$1,500,000.00 from The Children's Trust and \$1,700,000.00 in County funding, for the Summer Youth Internship Program; authorizing the County Mayor to execute agreements with The Children's Trust, The School Board of Miami-Dade County, Florida, and foundation for New Education Initiatives, Inc., and to exercise the amendment and termination provisions contained therein, provided that such amendments do not alter the purpose or term of the agreements; and requiring a report

Resolution No. R-496-22

The accompanying resolution was prepared by the Community Action and Human Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Jean Monestime.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: May 17, 2022

To: Honorable Chairman José “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Authorizing the County’s 2022 Youth Summer Job Program and Approving Grant Agreements between (1) Miami-Dade County and The Children’s Trust, and (2) Miami-Dade County, The School Board of Miami-Dade County, Florida and the Foundation for New Education Initiatives, Inc. for the 2022 Summer Youth Internship Program

The foregoing proposed resolution was amended by Commissioner Rene Garcia during the May 17, 2022 Miami-Dade County Board of County Commissioners Meeting to add the following language: “To avoid the delay of the start of the 2022 Miami-Dade County Youth Summer Job Program, thus providing good cause to add this item to the final printed agenda of this meeting.”

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution relating to grant funding for the 2022 Miami-Dade County Youth Summer Job Program (Program). Additionally, it is further recommended that the Board authorize the County Mayor or County Mayor’s designee to enter into agreements between: (1) Miami-Dade County and The Children’s Trust (The Trust) to receive \$1,500,000.00 in grant funds from The Trust for the Program (Exhibit A to the resolution); and (2) Miami-Dade County, The School Board of Miami-Dade County, FL (M-DCPS), and the Foundation for New Education Initiatives, Inc. (Foundation), a direct support organization to M-DCPS, to grant up to \$3,200,000 to the Foundation for the 2022 Summer Youth Internship Program (SYIP) (Exhibit B to the resolution). 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 exercise amendment and termination provisions contained therein, provided that such amendments do not alter the purpose or term of the agreements.

In addition, it is recommended that Resolution No. R-384-21, which required the expansion of the Miami-Dade County Summer Youth Internship Program, or Youth Summer Job Program, to provide a job to every eligible youth between the ages of 14 and 19 residing in the County by the summer of 2022, be waived. According to M-DCPS’s Assessment, Research, and Data Analysis Statistical Highlights 2020-2021 Report, there were 105,294 students registered in grades 9 through 12 during the 2020-2021 school year, and 73.8% of senior high school students were eligible for free or reduced-price lunch. Therefore, we can estimate that more than 77,000 students enrolled in public schools would be considered eligible for the SYIP. Expanding the program to these youth alone, at the estimated unit rate of \$1,740/intern, would cost \$133,980,000.00, with additional costs incurred to expand to students who are homeschooled or attend private or charter schools and maintain an intern to staff ratio of 1:50. Phased expansion promotes increased participation while maintaining the stability of the Program.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

The impact to Miami-Dade County for the provision of these services is \$1,000,000.00 from the general fund and an additional \$700,000.00 from the Peace and Prosperity Plan for a total County contribution of \$1,700,000.00. Additionally, the Trust will provide \$1,500,000.00 in grant funds to Miami-Dade County. M-DCPS and the Foundation shall operate the SYIP and provide in-kind program services and support.

DELEGATION OF AUTHORITY

The County Mayor or the County Mayor’s designee is authorized to (1) receive grant funds from the Trust and to execute an agreement with The Trust (Exhibit A); provide grant funds to the Foundation and execute the Agreement with M-DCPS and the Foundation (Exhibit B); and (3) execute amendment and termination provisions contained in the Agreements provided that such amendments do not alter the purpose or term of the Agreements.

TRACK RECORD/MONITOR

M-DCPS and the Foundation shall report performance and compensation measures to the County. Reports will be subject to review by the Office of Management and Budget Assistant Director Daniel T. Wall.

BACKGROUND

In July 2015, Miami-Dade County launched the Program, which employed approximately 300 youth. In an effort to expand the reach of the Program to more youth, the County collaborated with The Trust, M-DCPS, and the Foundation and launched the SYIP in the summer of 2016. The SYIP provides educational, work experience, and training opportunities through paid internships to youth between the ages of 15 and 18, including youth with disabilities and youth transitioning out of foster care up to age 22. The SYIP’s inaugural year was extremely successful: 13 percent of the 1,463 participating youth were youth with disabilities; 717 employers participated in the SYIP; 97 percent of employers and 94 percent of youth reported they were satisfied with the SYIP; 98 percent of the youth who participated completed the SYIP; all youth were signed up for a bank account with South Florida Educational Federal Credit Union; and 100 percent of the youth who completed the SYIP earned high school credit.

In 2017, the collaboration was expanded to also include the South Florida Workforce Investment Board as a funding agency of the SYIP. During the second year of the SYIP, 2,176 youth applied to participate in the program and, with funding from all contributing partners, 1,827 youth completed the program. This number far exceeded the County’s minimum goal of 1,100 youth. In the second year, 539 employers participated in the SYIP, 98 percent of employers and 97 percent of youth reported they were satisfied with the SYIP, and 94 percent of the youth who participated completed the SYIP. In 2018, the program successfully served 2,593 youth across 784 organizations. That year, 97 percent of youth who interned successfully completed the program. In 2019, 3,055 youth were successfully placed in 839 participating organizations. 97 percent of 2019 SYIP youth expressed satisfaction with the program and their experience.

In 2020, in the wake of the coronavirus disease 2019 (COVID-19) pandemic and in partnership with 594 participating businesses, the SYIP’s internship model was adapted to include non-traditional settings alongside the traditional in-person setting, which resulted in internship opportunities being provided to 2,072 youth. Specifically, during the 2020 SYIP: 61 percent of youth participated in remote internships; 16 percent of youth percent participated in a hybrid of remote and in-person internships; and 23 percent

of youth participated in traditional in-person internships while complying with Miami-Dade County COVID-19 safety protocols. Of the 2,072 participants, 11 percent of the youth percent had a diagnosed disability.

In 2021, the SYIP continued to serve our community despite the ongoing challenges with COVID-19. Contingency plans were established which allowed the program to adapt to the changing guidelines issued by the United States Centers for Disease Control and Prevention and local municipalities. The Trust, the County, M-DCPS, the Foundation, South Florida Workforce Investment Board, and EdFed - The Educational Federal Credit Union, collaborated with a single purpose: to provide a meaningful paid summer internship opportunity for youth across Miami-Dade County. During this year, the County also provided an additional \$800,000.00 to the SYIP from the Peace and Prosperity Plan.

A summary of 2021 results is provided as follows:

- Of the 2,819 youth that were eligible and applied to the internship program, 2,338 were enrolled.
- Of the 2,338 students enrolled in SYIP, 99 percent (2,321) successfully completed the program and of these, 74 youth received Miami Dade College credit through dual enrollment.
- Of the 2,321 students that completed the SYIP program, 54.1 percent (1,256) participated in standard on-site internships, 30.3 percent (703) had a hybrid internship of both remote and on-site hours, and 15.6 percent (362) participated in a fully remote internship.
- 369,570 of hours of work was cumulatively performed by intern participants.
- Recruitment efforts will place an emphasis on children in the foster-care system and at-risk youth, who for purposes of the SYIP are defined as, but not limited to, English language learners, and youth who are truant.
- Of those that enrolled in the program: 75 percent (1,756) qualified for free/reduced price lunch and 26 percent (623) were youth with disabilities.
- The student population enrolled in the Program spanned across 61 Miami-Dade County Public Schools.
- 655 companies and institutions participated in hosting interns.

Using such data from the 2021 SYIP, for 2022 a minimum of 2,700 youth internships are expected to be funded by the County and the Trust with companion funding from CareerSource South Florida. If additional funding becomes available, this funding will be included in the Mayor’s proposed budget which will be released in July 2022. SYIP recruitment will be conducted by M-DCPS. Reasonable efforts will be made to enroll a minimum of 100 youth and/or an equal number thereof from each county commission district. Interns will work approximately 30 hours per week for a maximum of 150 hours for the duration of the SYIP and receive a stipend of \$1,500.00 over a period of five weeks with two stipend payments of \$750. Interns also earn high school course credit and may be given the opportunity to earn college credits. Additionally, the SYIP shall maintain an intern to staff ratio of 1:50 for typically developing youth and 1:10 ratio for youth with disabilities.

M-DCPS will provide one Program Administrator as an in-kind resource to monitor and assist with outreach and for promotion of and recruitment for the SYIP. The Foundation will hire two independent contractors to serve as SYIP Program Administrators who will oversee the program’s day-to-day operations. The Foundation will also hire approximately 36 certified teachers (increased from 2021 to accommodate additional interns) as independent contractors to serve as Instructional Supervisors to guide the youth throughout the summer and provide academic assignments related to their job experience. These Instructional Supervisors will also serve as liaisons between the administrators of the SYIP and the

employers. There will also be approximately 18 dedicated Division of Special Education Instructional Supervisors to work with youth with disabilities (also increased from 2021). The Foundation may also hire two Program Assistants to assist with outreach, promotion, and recruitment. Prior to the start of the SYIP, youth and their parents/caregivers will be invited to attend, one of four on-line parent information sessions, which provide a program overview, expectations, and highlight the opportunities available to youth.

Exhibit A and Exhibit B



Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 17, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Amended
Agenda Item No. 14(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved	_____	Mayor	Amended Agenda Item No. 14(A)(1)
Veto	_____		5-17-22
Override	_____		

RESOLUTION NO. R-496-22

RESOLUTION RELATING TO GRANT FUNDING FOR THE 2022 MIAMI-DADE COUNTY YOUTH SUMMER JOB PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE \$1,500,000.00 IN GRANT FUNDS FROM THE CHILDREN'S TRUST FOR THE PROGRAM; AUTHORIZING A GRANT TO THE FOUNDATION FOR NEW EDUCATION INITIATIVES, INC., A DIRECT SUPPORT ORGANIZATION TO MIAMI-DADE COUNTY PUBLIC SCHOOLS, IN THE AMOUNT OF \$3,200,000.00, INCLUSIVE OF THE \$1,500,000.00 FROM THE CHILDREN'S TRUST AND \$1,700,000.00 IN COUNTY FUNDING, FOR THE SUMMER YOUTH INTERNSHIP PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AGREEMENTS WITH THE CHILDREN'S TRUST, THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND FOUNDATION FOR NEW EDUCATION INITIATIVES, INC., AND TO EXERCISE THE AMENDMENT AND TERMINATION PROVISIONS CONTAINED THEREIN, PROVIDED THAT SUCH AMENDMENTS DO NOT ALTER THE PURPOSE OR TERM OF THE AGREEMENTS; AND REQUIRING A REPORT

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

WHEREAS, to avoid the delay of the start of the 2022 Miami-Dade County Youth Summer Job Program, thus providing good cause to add this item to the final printed agenda of this meeting,

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

Section 1. Approves the foregoing recital, which is incorporated herein by reference.

Section 2. Authorizes the County Mayor or County Mayor's designee to receive \$1,500,000.00 in grant funding from The Children's Trust for the 2022 Miami-Dade County Youth Summer Job Program.

Section 3. Authorizes a County grant to the Foundation for New Education Initiatives, Inc., a direct support organization to Miami-Dade County Public Schools, of \$3,200,000.00 inclusive of the \$1,500,000.00 in funding the County received from The Children's Trust and \$1,700,000 in County funding comprised of \$1,000,000 in general funds and \$700,000 in Peace and Prosperity Plan dollars, for the Summer Youth Internship Program.

Section 4. Authorizes the County Mayor or County Mayor's designee to execute agreements between (a) the County and The Children's Trust, and (b) the County, the School Board of Miami-Dade County, Florida, and the Foundation for New Education Initiatives, Inc., to effectuate the purposes of this resolution, in substantially the form attached hereto as Exhibits A and B, respectively, as well as other required agreements and documents necessary for the 2022 Summer Youth Internship Program. The County Mayor or County Mayor's designee is further authorized to exercise the amendment and termination provisions contained therein, provided that such amendments do not alter the purpose or term of the Agreements, and subject to approval by the County Attorney's Office for form and legal sufficiency.

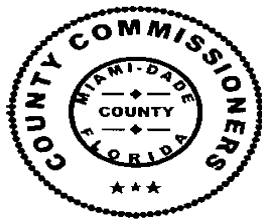
Section 5. Waives Resolution No. R-384-21, which required the expansion of the Youth Summer Job Program or Summer Youth Internship Program by the summer of 2022 to all eligible youth between the ages of 14 and 19 years residing in the County.

Section 6. Pursuant to Ordinance No. 14-65, and in accordance with Resolution No. R-330-16, directs the County Mayor or County Mayor's designee to provide an annual report to this Board on funding applied for or received for the Miami-Dade County Youth Summer Job Program or the Summer Youth Internship Program and to place the completed report on an agenda of the Board no later than February of 2023.

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

	Jose "Pepe" Diaz, Chairman	absent	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	absent	Danielle Cohen Higgins	absent
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of May, 2022. 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

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

LCK

Leigh C. Kobrinsk

**CONTRACT NO. 2216-7601
BETWEEN THE CHILDREN'S TRUST
AND Miami Dade County
FOR Youth Enrichment, Employment and Supports**

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

Agency's federal identification number: 59-6000573

Vendor's identification number: MIAMI760

Effective term: 3/1/2022 through 2/28/2023

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

Required match amount (if applicable): \$0.00

Approved by resolution number: ,2022-12

Agency's authorized official for notices

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

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

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

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

A. TERMS OF RENEWAL, if applicable

At the sole discretion of The Children's Trust, this Contract may be renewed with Provider's authorization. Contract renewals will be contingent upon The Children's Trust's Board of Directors' ("board") approval and in accordance with applicable solicitation documents for services provided. Such renewal may not exceed five (5) one- year terms. In determining whether to renew Provider's contract, The Children's Trust will consider factors that include, but are not limited to the following:

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

B. SCOPE OF SERVICES

All Providers

1. Provider agrees to render services in accordance with **Attachment A: Scope of Services** (hereafter "Services"), to this Contract. Provider shall implement the Services in a manner deemed satisfactory to The Children's Trust. Any modification to the Services shall not be effective until approved, in writing, by The Children's Trust and Provider.
2. Provider agrees to document the delivery of services and performance measures, as well as report accurate data and programming information, that will be used in the evaluation of Provider's overall performance.
3. Provider agrees that all funding for direct community services provided by The Children's Trust, pursuant to this Contract, will be used exclusively for services in and for the benefit of Miami-Dade County residents. Direct community services consist of programs or services offered to children and families in Miami-Dade County.

School-Based Health Providers only

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

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

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

C. TOTAL FUNDING

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed the amount stated above. Provider agrees that the amount payable under this Contract may be reduced at the sole option of The Children's Trust with a proportional reduction in services. Provider agrees to adhere to **Attachment B: Other Fiscal Requirements, Budget and Method of Payment and Attachment B1: Payment Structure** (if applicable), of this Contract.

D. FISCAL MANAGEMENT

1. Double Billing and Payments

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

2. No Supplanting of Existing Public Funds

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

3. Capital Equipment

Capital equipment refers to individual items with a value of \$5,000.00 or greater that have a life expectancy of more than one (1) year.

All capital equipment acquired by Provider valued at less than \$10,000.00 and reimbursed by The Children's Trust shall be capitalized by the Provider, and Provider shall retain all rights and possession of equipment unless this Contract is subject to termination or early cancellation.

Should this Contract be terminated or not renewed, The Children's Trust may, at its sole discretion, acquire rights and possession of all reimbursed capital equipment that is not fully depreciated.

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

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

4. Assignments and Subcontracts

Provider shall not assign this Contract, in whole or in part, to another party. Provider shall not subcontract any Services under this Contract without prior written approval of The Children's Trust and any change in subcontractors must also receive prior written approval.

For Contracts involving direct community services, Provider and subcontractor must be qualified to conduct business in the state of Florida at the time that a subcontractor agreement is executed. The Children's Trust may, at its sole discretion and at any time, withdraw its approval of any subcontractor.

In any subcontract, Provider shall incorporate language from this Contract into each subcontract and shall require each subcontractor providing Services to be governed by the terms and conditions of this Contract. Provider shall submit to The Children's Trust a copy of each subcontract to this Contract within 30 (thirty) calendar days of its execution. Subcontractors are only entitled to reimbursement for services rendered upon receipt of executed

subcontracts. All subcontractors are subject to monitoring by Provider and/or The Children's Trust, in the same manner as the Provider is subject to monitoring by The Children's Trust under the terms of this Contract. Provider acknowledges and agrees that The Children's Trust and any subcontractor to this Contract have authority to communicate and exchange information about the Contract, Services, the program and/or fiscal issues. Provider waives any and all claims, demands, and/or legal action against The Children's Trust that arise from or are based upon any such communications.

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

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

5. Religious Purposes

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

6. Lobbying

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

7. Adverse Action or Proceeding

Provider shall not use any funds awarded by The Children's Trust, under this Contract or otherwise for legal fees, or any legal or other such actions, including, but not limited to, active investigations that Provider is a party or witness. Any such use by Provider shall be a material breach of this Contract.

8. Compliance

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

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

E. INDEMNIFICATION BY PROVIDER

1. Government Entity (or other entity entitled to coverage by section 768.28, Florida Statutes)

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

2. All Other Providers

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

Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust where applicable, and in the discretion of The Children's Trust, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney fees which may issue thereon.

The United States Health Resources and Services Administration, in accordance with the Federally Supported Health Centers Assistance Act, as amended, and Sections 224(g)-(n) of the Public Health Service Act, 42 U.S.C. § 233(g)-(n), deems qualified Federally Qualified Health Centers to be federal employees for medical negligence liability claims and provides liability protection under the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2672.

Provider agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend, The Children's Trust or its officers, employees and agents.

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

F. INTELLECTUAL PROPERTY AND RIGHT TO DEVELOPED MATERIALS

When funding from this Contract is used to produce original or non-minor alterations and/or enhancements to software designs or methods or techniques, writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature (hereinafter "developed materials"), legal title and every right, interest, claim or demand of any kind in and to any copyright, trademark or patent, or application for the same, in such developed materials will vest in Provider. Notwithstanding the foregoing, Provider agrees to grant The Children's Trust a worldwide, perpetual, royalty-free and non-exclusive license for The Children's Trust to use, duplicate and/or disclose such developed materials, in whole or in part, to others acting on behalf of The Children's Trust, and other providers funded by The Children's Trust, provided that such use, duplication, or disclosure does not compromise the validity of any developed materials or any copyright, trademark or patent rights thereto. Such license shall not extend to scientific publications. In the event of a dispute, both parties agree to participate in mediation to resolve the matter.

G. INTELLECTUAL PROPERTY LICENSING FEES AND COSTS

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

H. PUBLIC RECORDS

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

Pursuant to section 119.0701, Florida Statutes, if the Provider meets the definition of "Contractor" as defined in section 119.0701(1)(a), the Provider shall:

1. Keep and maintain public records required by The Children's Trust to perform the Services under this Contract.
2. Upon request from The Children's Trust's custodian of public records, provide The Children's Trust with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Provider does not transfer the records to The Children's Trust.
4. Upon completion of the Contract, transfer, at no cost, to The Children's Trust all public records in possession of Provider or keep and maintain public records required by The Children's Trust to perform the service. If Provider transfers all public records to The Children's Trust upon completion of the Contract, Provider shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the Contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to The Children's Trust, upon request from The Children's Trust's custodian of public records, in a format that is compatible with The Children's Trust's information technology systems.

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

In the event Provider does not comply with the public records requirements set forth in chapter 119, Florida Statutes, and of this Contract, The Children's Trust may avail itself of the remedies set forth in **Sections I: Breach of Contract and Remedies** and **J: Termination By Either Party of this Contract**. Additionally, a Provider who fails to provide the public records as required by law within a reasonable amount of time may be subject to penalties under section 119.10, Florida

Statutes. In the event the Provider fails to meet any of these provisions or fails to comply with Florida's Public Records laws, the Provider shall be responsible for indemnifying The Children's Trust in any resulting litigation, including all final appeals, and the Provider shall defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records laws.

I. BREACH OF CONTRACT AND REMEDIES

1. Breach

A material breach by Provider shall have occurred under this Contract as specified in other sections of this Contract, and also if Provider, through action or omission, causes any of the following:

- a. Fails to comply with Background Screening, as required under this Contract or applicable law.
- b. Fails to provide the Services outlined in the Scope of Services, Attachment A, within the effective term of this Contract and to the satisfaction of The Children's Trust.
- c. Fails to correct an imminent safety concern or take acceptable corrective action, as determined by The Children's Trust.
- d. Improperly uses The Children's Trust's funds allocated under this Contract as defined in Attachment B: Other Fiscal Requirements, Budget and Method of Payment, Attachment B or B1: Payment Structure (if applicable), and/or Attachment A: Scope of Services.
- e. Fails to maintain valid and current site licensure as required by the Florida Department of Children and Families for Youth Development K-5 after-school programs.
- f. Fails to furnish or maintain the certificates of insurance required by this Contract or as determined by The Children's Trust.
- g. Fails to meet or satisfy the conditions of award required by this Contract.
- h. Fails to submit, or submits incorrect or incomplete, proof of expenditures to support Services & Activities Management System (SAMIS) disbursement requests or advance funding disbursements; or, fails to submit, or submits incomplete or incorrect, detailed reports of requests for payment, expenditures or final expenditure reports, including, but not limited to, budgets, invoices and amendments in SAMIS or any other format prescribed by The Children's Trust.
- i. Fails to submit, or submits incomplete or incorrect, required reports pursuant to the Scope of Services, Attachment A, of this Contract.
- j. 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.
- k. Fails to comply with child abuse and incident reporting requirements.
- l. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement.
- m. Fails to correct deficiencies found during a site visit/observation, evaluation or review within a specified reasonable time.
- n. Fails to meet the terms and conditions of any obligation or repayment schedule to The Children's Trust or any of its agencies.
- o. Fails to maintain the confidentiality of client files, pursuant to state and federal laws.
- p. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants and stipulations in this Contract.
- q. Fails to submit an Annual Financial Statement Audit and a Program-Specific Audit, as applicable, in accordance with **Section O: Records, Reports, Audits and Monitoring** and **Attachment D: Program-Specific Audit Requirements** of this Contract.
- r. Fails to submit an Audit Engagement Letter for either the Annual Financial Statement Audit or the Program-Specific Audit within thirty (30) calendar days after Provider's fiscal year end.
- s. Fails to notify The Children's Trust within thirty (30) calendar days of nonpayment of payroll or other required taxes imposed by the federal government, state of Florida, Miami-Dade County or other authorized taxing entity.
- t. Fails to comply with **Section T: Regulatory Compliance, #9: Mandatory Disclosure**.

The Children's Trust's decision not to enforce a breach of any of the provisions of this Contract does not entail waiver of such breach unless expressly provided in writing by The Children's Trust. Additionally, waiver of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

2. Remedies

In the event of breach, The Children's Trust will provide written notice to Provider and specify the time period, if any, within which Provider must cure the breach. If Provider fails to cure the breach within the time frame provided in the 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, issue a written **Performance Improvement Plan (PIP)**, for Provider to cure any breach of this Contract, as may be permissible under state or federal law. Any such

remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.

- b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider and specifying its effective date, at least five (5) business days before said date. On the effective date of suspension, Provider may, at risk of nonpayment from The Children's Trust, continue to perform the Services in this Contract but Provider shall promptly cease using The Children's Trust logo and any other reference to The Children's Trust in connection with such Services. All payments to Provider as of the date of suspension shall cease, except that at the sole discretion of The Children's Trust, verified requests for payment for Services that were performed and/or for deliverables that were substantially completed prior to the effective date of such suspension shall be rendered. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such suspension and specifying the effective date of suspension, which must be at least five (5) business days before the effective date of such suspension. In this event, The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed, at the sole discretion of The Children's Trust, prior to the effective date of such suspension. Provider shall be responsible for all direct and indirect costs associated with such suspension, including reasonable attorney fees.
- c. In the event the Children's Trust determines that Provider engaged in fraud, misrepresentation, or material misstatement, and that it is in the best interest of The Children's Trust to terminate this Contract, The Children's Trust may do so by giving written notice to Provider of such termination and specifying the effective date thereof at least twenty-four (24) hours before the effective date of termination. In other instances of breach, 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 termination, The Children's Trust may: (a) request Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys and reports prepared and secured by Provider with The Children's Trust funds under this Contract, subject to the rights of Provider as provided in **Sections F: Intellectual Property and Rights to Developed Materials and G: Intellectual Property Licensing Fees and Costs**; (b) seek reimbursement of any Children's Trust funds which have been improperly paid to Provider under this Contract; (c) terminate further payment of The Children's Trust funds to Provider under this Contract, except that The Children's Trust shall continue to review and pay verifiable requests for payment for Services that were performed and/or deliverables that were substantially completed, at the sole discretion of The Children's Trust, prior to the effective date of such termination; and/or (d) terminate or cancel, without cause, any other Contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such termination and specifying the effective date of termination, which must be at least five (5) business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other Contracts for services that were performed and/or for deliverables that were substantially completed, at the sole discretion of The Children's Trust prior to the effective date of such termination. Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney fees.
- d. The Children's Trust may seek enforcement of this Contract, including, but not limited to, filing an action with a court of appropriate jurisdiction. Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney fees, costs and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorney fees through conclusion of all appellate proceedings, and including any final settlement or judgment.

J. TERMINATION OF THE CONTRACT

Notwithstanding any other provision in this Contract, the Parties agree that this Contract may be terminated by either party for convenience and without cause by providing 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

All Providers, Except State Agencies or Subdivisions

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

1) certificates of insurance naming The Children's Trust as an additional insured and the certificate holder on all applicable policies; and all applicable policies shall be maintained in full force and effect for the entire term of this Contract; or

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

Provider's failure to comply with this section shall be a material breach of this Contract. The Children's Trust will not disburse any funds under this Contract until all required certificates of insurance or letter(s) of self-insurance have been

provided to and have been approved by The Children's Trust.

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

1) Workers' compensation insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have workers' compensation coverage or a valid state of Florida exemption on file with the Department of Labor, as required by Florida Statutes, chapter 440. Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. In the event that the Provider is no longer exempt from obtaining workers' compensation insurance, the Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be a minimum of \$500,000.00/\$500,000.00/\$500,000.00.

2) Comprehensive general liability insurance, which shall include a rider or separate policy for sexual molestation liability, in an amount not less than \$500,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate in a policy year. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:

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

3) Automobile liability coverage for all owned and/or leased vehicles of Provider, and non-owned coverage for its employees and/or subcontractors and transportation companies **transporting program participants**. The amount of coverage is \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respect to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage, such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.

4) Automobile liability coverage for all owned and/or leased vehicles of Provider, and non-owned coverage for its employees and/or subcontractors **not transporting program participants**. The minimum amount of coverage is \$300,000.00 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Its Interests May Appear" with respect to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage, such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.

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

6) If applicable, professional liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust, but not less than \$250,000.00 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. Professional liability insurance is generally required when the Scope of Services uses professional services that require certification(s) or license(s).

7) If applicable, cyber security insurance with coverage amounts determined by The Children's Trust, but not less than \$1,000,000.00 for the duration of the Agreement and three years following its termination to respond to privacy and network security liability claims including, but not limited to: 1) liability arising from theft, dissemination, and/or use of The Children's Trust's confidential information, including, but not limited to, bank, credit card account and personally identifiable information, such as name, address, social security numbers, etc. regardless of how stored or transmitted; 2) network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or (ii) the inability of an authorized third party to gain access to supplier systems and/or The Children's Trust data, including denial of service, unless caused by a mechanical or electrical failure; 3) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon; 4) crisis management expenses (i.e., notification, public relations, reputation damage, forensics, etc.) for a data breach.

8) Proof of property coverage is required for all capital equipment greater than or equal to \$10,000.00, and when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care, custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee.

Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider, or such capital equipment is returned to The Children's Trust.

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

Certificate Holder

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

Classification and Rating

If the coverage will be provided via commercial insurance, all required policies listed above shall be issued by companies authorized to do business under the laws of the state of Florida, with the following qualifications:

1. The company must be rated no less than "B" as to management, and no less than "Class V" as the financial strength, by the latest edition of *Best's Insurance Guide*, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the reasonable approval of The Children's Trust.
2. Provider and or Provider's insurance agent, as applicable, shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) calendar days prior to the effective date of making any material changes to the insurance coverage except for ten (10) calendar days for lack of payment changes. Provider shall be responsible for ensuring that all applicable insurances are maintained and submitted to The Children's Trust for the duration of this Contract.
3. In the event of any change in **Provider's Scope of Services, Attachment A**, The Children's Trust may increase, waive or modify, in writing, any of the foregoing insurance requirements. Any request by a Provider to decrease, waive or modify any of the foregoing insurance requirements must be approved, in writing, by The Children's Trust prior to any such decrease, waiver or modification.
4. In the event that an insurance policy is canceled, lapses or expires during the effective period of this Contract, The Children's Trust shall withhold all payments to Provider until a new certificate of insurance, as required under this Contract, is submitted and approved by The Children's Trust. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy. Provider shall submit the required certificate of insurance within thirty (30) calendar days of cancellation, lapse or expiration. Failure to provide said certificate of insurance will be considered a material breach of the Contract, which may result in The Children's Trust waiving payment or terminating the Contract.
5. The Children's Trust may require Provider to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws or The Children's Trust's requirements. Provision of insurance by Provider, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that The Children's Trust may have against Provider for any liability of any nature related to performance under this Contract or otherwise.

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

Insurance Requirements for state of Florida Agencies or Political Subdivisions

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

L. PROOF OF TAX STATUS

Provider is required to keep and have the following documentation readily available for review by The Children's Trust:

1. An Internal Revenue Service (IRS) tax status determination letter, if applicable.
2. The two (2) most recent IRS form 990 or applicable tax return filing within six (6) months of the end of Provider's fiscal year or other appropriate filing period permitted by law.
3. IRS form 941: employer's quarterly federal tax return. If required by The Children's Trust, Provider agrees to submit form 941 within the timeframe established by IRS Publication 15, and if applicable, all state and federal unemployment tax filings. If form 941 and unemployment tax filings reflect a tax liability, then proof of payment must be submitted within sixty (60) calendar days after the quarter ends.

M. NOTICES

Any written notice(s) required by this Contract shall be sent via electronic mail or postal mail for each party appearing on the first page of this Contract. Notices to The Children's Trust shall be marked to the attention of its president/CEO. Notices to Provider shall be marked to the authorized official identified on page 1 of this Contract. Each party is responsible for advising the other party, in writing, of any changes to responsible personnel for accepting notices under this Contract, electronic address, mailing address, and/or telephone number.

N. AUTONOMY

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

O. RECORDS, REPORTS, AUDITS AND MONITORING, and DATA SECURITY

1. Accounting Records

Provider shall keep accounting records that conform to generally accepted accounting principles (GAAP). In addition to any requirements for retaining records pursuant to Section H, Public Records, all such records will be retained by Provider for not less than five (5) years beyond the last date that all applicable terms of this Contract have been complied with, final payment has been received and appropriate audits have been submitted to and accepted by The Children's Trust. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the retention period, then the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular retention period, whichever is later.

2. Financial Statement Audit (NOT APPLICABLE TO THIS CONTRACT)

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

- a. An annual financial statement audit, performed by a CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation.
- b. An Annual Financial Statement Audit conducted in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*.
- c. Written communication encompassing the requirements of AU-C section 265, "Communicating Internal Control Related Matters Identified in an Audit."
- d. Written communication encompassing the requirements of AU-C section 260, "The Auditor's Communication With Those Charged With Governance."
- e. A Single Audit conducted in accordance with OMB "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" or the Florida Single Audit Act, section 215.97, Florida Statutes, if applicable.
- f. A management letter; if no management letter is prepared by Provider's CPA firm, then the CPA firm must expressly confirm, in writing, that no management letter was issued.

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

If Provider is required to have a Single Audit, it agrees to have its CPA firm submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan, if applicable.

3. Program-Specific Audit (NOT APPLICABLE TO THIS CONTRACT)

Within one hundred eighty (180) calendar days of the close of its fiscal year, Provider is required to provide a Program-Specific Audit related to the Contract to The Children's Trust, in addition to the Annual Financial Statement Audit. The Program-Specific Audit shall be performed by an independent CPA firm that: is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation; has performed audits under *Government Auditing Standards*; and is either a member of the AICPA or FICPA peer review program to include government engagement reviews. This Program-Specific Audit must encompass an audit of The Children's Trust's Contract(s) as specified in **Attachment D: Program-Specific Audit Requirements**. The Provider's independent CPA firm may submit audit confirmation requests electronically to audit.confirmations@thechildrenstrust.org.

4. Audits Submission Method

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

5. Audit Extensions (NOT APPLICABLE TO THIS CONTRACT)

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

In the event that either the Annual Financial Statement Audit or the Program-Specific Audit is not received in a timely manner and in accordance with the previously stated due dates and an audit extension has not been approved, The Children's Trust shall withhold all payments to Provider until the documents are received and deemed by The Children's Trust.

6. Engagement Letters (NOT APPLICABLE TO THIS CONTRACT)

Audit engagement letters are due to The Children's Trust thirty (30) calendar days after the end of Provider's fiscal year. Provider agrees to submit an audit engagement letter electronically to engagementletters@thechildrenstrust.org. Failure to submit an audit engagement letter may result in a breach of Contract, or other remedy, as deemed appropriate by The Children's Trust.

7. List of Approved Certified Public Accounting Firms (NOT APPLICABLE TO THIS CONTRACT)

To receive reimbursement for the preparation of the Program-Specific Audit, as defined, Provider must choose from a list of pre-qualified approved CPA firms, which are posted on The Children's Trust's website. Inclusion in Pre-Qualified Approved Program-Specific Auditing Services requires a CPA firm to meet three (3) criteria, which are enumerated in **Attachment B: Other Fiscal Requirements, Budget and Method of Payment**.

8. Access to Records

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

Provider agrees to deliver such assistance as may be necessary to facilitate a review or audit by The Children's Trust to ensure compliance with applicable accounting, financial and programmatic standards. This would include access by The Children's Trust, or its designee, to Provider's independent auditor's work papers for complying with federal, state and local requirements. The Children's Trust reserves the right to require Provider to submit to an audit by an auditor of The Children's Trust's choosing and at The Children's Trust's expense.

9. Program Metrics (NOT APPLICABLE TO THIS CONTRACT)

Provider agrees to permit The Children's Trust personnel or The Children's Trust contracted agents/consultants to perform site visits, both scheduled and/or unscheduled site visits, reviews and evaluations of the program which is the subject of this Contract, including any subcontracts under this Contract.

Provider shall permit The Children's Trust or contracted agents to conduct, client interviews, client assessment surveys, fiscal/administrative review and other assessments deemed reasonably necessary at the sole discretion of The Children's Trust. Program Metrics reports, which provides real time data can be accessed through Trust Central. Administrative or Fiscal findings will be discussed with Provider and, in accordance with specifications provided by The Children's Trust, Provider will remedy all deficiencies cited in the report from Trust Central as described in **Section I: Breach of Contract and Remedies**.

10. Client Records

School-Based Health Providers only

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

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

All other Providers

Provider shall enter all information, required by **Attachment A: Scope of Services and Attachment C: Data Requirements and Program Metrics**, directly in Trust Central or any other electronic data reporting system required by The Children's Trust. If the Provider chooses to maintain physical records for participants, Provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

All Providers

Safeguards of Electronic Protected Health Information (ePHI)

The Children's Trust and Provider agree to use appropriate safeguards to prevent use or disclosure of protected health

information (PHI), covered under (HIPAA) that is produced, saved, transferred or received in an electronic form. The Parties shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of their respective operations. Provider maintains that it will use appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI and ePHI that are created, received, maintained, or transmitted.

11. Internal Documentation/Records Retention

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

12. Confidentiality

Provider and The Children's Trust understand that during the course of performing the Services hereunder, each party may have access to certain information or records of the other party that are specifically designated as "confidential" or "exempt" from Florida's Public Records laws, pursuant to state or federal laws or regulations, such as social security numbers, financial account numbers, credit card numbers, or biometric identification information. The Parties shall protect such confidential and/or exempt information and comply with applicable federal and state laws on confidentiality, and engage in measures to prevent unauthorized use, dissemination, or publication of this confidential information regardless of the source of such information. Any confidential information must be clearly marked as such.

13. Data Security Obligation

A. Standard of Care

1. Provider acknowledges and agrees that, in the course of its Contract with The Children's Trust, Provider may, directly or indirectly, receive or have access to Personal Identifiable Information (PII).

PII is defined as an individual's (i) government-issued identification number (including, without limitation, social security number, driver's license number or state-issued identified number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; or (iii) biometric or health data or any of the following.

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.
6. User name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

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

Provider shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use and disclosure of such PII, and shall be responsible for the unauthorized collection, receipt,

transmission, access, storage, disposal, use and disclosure of PII under its control or in its possession. Furthermore, Provider shall be responsible for the actions and omissions of its employees and subcontractors who are authorized to access PII for obligations under this Contract (Authorized Persons) as if they were Provider's own actions and omission. Prior to being given access to PII, Provider shall ensure that Authorized Persons are bound in writing by confidentiality obligations to protect PII in accordance with the terms and conditions of this Contract.

2. All data collected on behalf of The Children's Trust is deemed to be property of The Children's Trust and is not property of Provider.

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

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

B. Personal Identifiable Information Security

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

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

1. Encrypting, securing or modifying such PII by any method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
2. Limiting access of PII to Authorized Persons.
3. Securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.
4. Implementing network, device application, database, and platform security.
5. Securing information transmission, storage, and disposal; and implementing authentication and access controls within media, applications, operating systems and equipment.
6. Encrypting PII stored on any mobile media.
7. Encrypting PII transmitted over public or wireless networks.
8. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law, as required by The Children's Trust from time to time.
9. Providing written copies of appropriate privacy and information security training to Provider's employees, as required by and to The Children's Trust.
10. Purchasing and maintaining cyber insurance coverage, in accordance with Section K. 7.
11. Provider shall dispose, or arrange for the disposal, of customer records that contain PII within its custody or control when the records are no longer required to be retained pursuant to Sections H and O. Such disposal shall involve shredding, erasing or otherwise modifying PII in its control or possession to make it unreadable or undecipherable.
12. During the term of each Authorized Person's employment by Provider, Provider shall at all times cause such Authorized Persons to abide strictly by Provider's obligations under this Contract. Provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of PII by any of Provider's officers, directors, partners, principals, employees, agents or contractors. Upon The Children's Trust's request, Provider shall promptly identify all Authorized Persons as of the date of such request to The Children's Trust in writing.
13. 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

PII; (ii) all network connections including remote access and wireless connectivity; (iii) all access control devices, such as (solely by way of example) firewalls, packet filters, intrusion detection and access-list routers; (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

C. Security Breach Procedures

For purposes of this Contract, "Security Breach" is defined as unauthorized access of data in electronic form containing PII or a breach or alleged breach of this Contract relating to such privacy practices. Good faith access of PII by an employee or agent of the covered entity shall not constitute a breach of security under this Contract, so long as the information is not used for a purpose unrelated to the business of The Children's Trust, or as a result of any other unauthorized use. **In the event of a Security Breach, Provider shall:**

1. Notify The Children's Trust of a Security Breach immediately, but not later than forty-eight (48) hours, after Provider becomes aware of it by emailing The Children's Trust with a read receipt at datasecurity@thechildrenstrust.org; and with a copy of such email to Provider's program manager at The Children's Trust. The notice shall include, at a minimum: (1) the date, estimated date, or estimated date range of the Security Breach; and (2) a description of the PII that was accessed or reasonably believed to have been accessed as a part of the Security Breach.

2. To the extent legally permissible, confer with The Children's Trust prior to informing any third party of any Security Breach related to this Contract. Provider and The Children's Trust shall communicate regarding: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law regulation, or otherwise; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

3. Take steps to immediately remedy any Security Breach and prevent any further Security Breach at Provider's expense in accordance with applicable privacy rights, laws, regulations and standards, or as otherwise required by The Children's Trust at its sole and absolute discretion.

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

P. AMENDMENTS

Any amendment to this Contract, shall only be valid when it has been reduced to writing, duly approved and signed by both Parties.

Q. GOVERNING LAW AND VENUE

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

R. STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS

Level 2 background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted from those agencies that already conduct business with either the Florida Department of Children and Families (DCF), the Florida Department of Juvenile Justice (DJJ) or (M-DCPS).

In addition:

1. Provider shall complete **Attachment E-1: Affidavit for Level 2 Background Screenings**. The affidavit shall cover employees, volunteers and subcontractors performing services under this Contract who are required to complete a Level 2 background screening as defined in this section.
2. Provider shall complete **Attachment E-2: Child Care Affidavit of Good Moral Character, Attachment E-3: Child Abuse & Neglect Reporting Requirements** and **Attachment E-4: Background Screening & Personnel File Requirements**.
3. Provider shall maintain **Attachment E-1: Affidavit for Level 2 Background Screenings, Attachment E-2: Child Care Attestation of Good Moral Character, Attachment E-3: Child Abuse & Neglect Reporting Requirements** and **Attachment E-4: Background Screening & Personnel File Requirements**, in Provider's personnel, volunteer, and subcontractor files.
4. Provider shall ensure that all employees, volunteers and/or subcontractors complete Level 2 background screening no later than every five (5) years.

To ensure that none of its employees are identified on the Dru Sjodin National Sex Offender Public Website (NSOPW), Provider is required to review said site annually, at minimum. If a Provider's employee is on the list, the employee must be removed from The Children's Trust funded program immediately.

School-Based Health Providers only

All school staff members or sub-contracted agency personnel assigned to work at a site where they have access to children (under 18 years of age) must satisfy Level 2 background screening requirements and comply with all necessary school procedures prior to commencing services within M-DCPS or doing any work for The Children's Trust related to this Contract. Pursuant to section 1012.32, Florida Statutes, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, have direct contact with students or have access to or control of school funds must meet Level 2 background screening requirements.

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

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

All Other Providers

Subject to the provisions, limitations and exceptions of all relevant statutory provisions, including sections 1012.465 and 1012.468, Florida Statutes, all employees, volunteers and subcontracted personnel who work in direct contact with children or who may come into direct contact with children at the site in question must complete a Level 2 background screening and comply with the requirements thereto prior to commencing work pursuant to this Contract. This requirement applies to all volunteers who provide more than ten (10) hours of service in any given calendar year to children, youth and their families. Occasional or transient repair or maintenance persons, vendor representatives, contractors or subcontractors who have not completed a Level 2 background screening and appear on the site should be escorted to their work areas and supervised for the entire time they are present on the site by a member of Provider's staff who has satisfactorily completed a Level 2 background screening.

S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES

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

T. REGULATORY COMPLIANCE

1. Nondiscrimination and Civil Rights

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

Provider shall have standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves an individual's dignity.

Additionally, Provider agrees to abide by chapter 11A of the Code of Miami-Dade County, 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. section 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. section 12101 et seq., as amended, which, among other things, prohibits discrimination in employment and public accommodations, and by local governments on the basis of disability.

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

2. Verification of Employment Eligibility (E-Verify)

Provider is obligated to comply with the provisions of section 448.095, Florida Statutes, titled "Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify

System to verify the employment eligibility of all newly hired employees by Provider effective, January 1, 2021, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with any individual who is not authorized under federal law to be employed in the United States. Provider must verify work status using E-Verify within (3) business days of date of hire. If The Children's Trust has a good faith belief that a Provider has knowingly violated section 448.09(1), Florida Statutes, The Children's Trust shall terminate its Agreement with the Provider and will not enter into another Agreement or contract with Provider for at least one year after the termination date of the Agreement. This grounds for termination is not considered a breach of this Agreement. If The Trust has a good faith belief that a Provider's subcontractor knowingly violated section 448.09(1), Florida Statutes, but the Provider has otherwise complied section 448.09 and 448.095, the Children's Trust shall promptly notify the Provider and order the Provider to immediately terminate the subcontract. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and the Provider may be liable for any additional costs incurred by The Children's Trust resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Provider, the Provider may not be awarded a contract with The Children's Trust for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>), and retain the I-9 Forms for inspection.

3. Public Entities Crime Act

Provider will not violate the Public Entities Crimes Act, section 287.133, Florida Statutes, which applies to a person or affiliate who is a Provider, consultant or other direct service provider and who has been placed on the convicted vendor list following a conviction for a public entity crime. Such person or affiliate may not: (a) submit a bid on a Contract to provide any goods or services; (b) submit a bid for the construction or repair of a public building or public work; (c) submit bids on leases of real property; (d) be awarded or perform work as a Provider supplier, subcontractor or consultant; and (e) transact any business in excess of the threshold amount provided in section 287.017, Florida Statutes, for certain statutorily defined purchases for a period of 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.

4. Conflict of Interest

Provider represents that the execution of this Contract does not violate Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance or Chapter 112, Part III, Florida Statutes, as amended, which are incorporated by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder. (Refer to http://ethics.miamidade.gov/library/2016-publications-rqo/sec%20211-1_conflict_of_interest_and_code_of_ethics_ordinance_jan16.pdf). In addition, Provider agrees to:

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

5. Compliance with Sarbanes-Oxley Act of 2002

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

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

6. 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.

7. Incident Reporting

An incident is defined as any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a child participating in the program. Reportable incidents include, but are not limited to, allegations of abuse, neglect or exploitation of a child; injury of a participant; missing child or abandoned child; loss of property use for the program; or destruction of property used in the program. Incident definitions can be found on the sample incident report form located on The Children's Trust website.

Provider and its employees are mandated to immediately report knowledge or reasonable suspicion of abuse, neglect or abandonment of a child, aged person or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (800.962.2873), as required by Chapters 39 and 415, Florida Statutes.

Provider shall notify the program manager of any incident as defined within three (3) calendar days after Provider is informed of such incident. The notification must be in writing and include a copy of the incident report. The report must contain the following:

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

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

8. Sexual Harassment

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

9. Proof of Policies

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

10. Mandatory Disclosure

Provider shall disclose to The Children's Trust all administrative proceedings, active investigations and legal actions (collectively referred to as "Actions") that it is a party to related to any program funded by The Children's Trust upon becoming aware of any such Actions including, but not limited to, financial fraud, misuse of funds, child abuse, data breach, or of confidentiality violations that may lead to potential civil or criminal liability. To the extent feasible, the Provider shall notify its assigned program manager within twenty-one (21) days of the Provider becoming aware of such Actions. Failure to comply with this requirement could be deemed a material breach of this Contract, as determined at the sole discretion of The Children's Trust. Additionally, The Children's Trust, at its sole discretion, will determine whether such Actions could have an adverse impact on the Provider's ability to deliver the contractual services and whether to terminate this Contract.

U. CONSENT

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

Additionally, prior to taking or using still photographs, digital photographs, motion pictures, television transmissions and/or videotaped recordings of participants, Provider shall ask participants to sign a voluntary Authorization for Photograph/Video form located on The Children's Trust's website. The form is produced in English, Spanish and Haitian Creole and shall be made available to Provider. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form.

V. PROGRAMMATIC DATA REPORTING

Demographic and service information on program participants will be provided to The Children's Trust. Provider agrees to comply and participate in any data collection reporting, including participant data as required by The Children's Trust and described in **Attachment C: Data Requirements and Program Progress Metrics**, subject to confidentiality requirements. In addition, Provider agrees to furnish The Children's Trust with complete and accurate reports in the timeframe and format to be **reasonably** specified by The Children's Trust, and as described in **Attachments A: Scope of Services** and **C: Data Requirements and Program Progress Metrics**.

W. MARKETING & PUBLICITY

Provider shall publicize that it has been awarded funding by The Children's Trust. Good quality photos/video increase the chances that a news media outlet will promote the story. Said news/press release, and multi-media material, must be submitted to The Children's Trust Communications Department (communicationscompliance@thechildrenstrust.org) for approval prior to distribution.

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

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

English:

[Provider Program Name] is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

Español:

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

Kreyol:

Se Children's Trust ki finance **[Pwogram Sa-a]**. Children's Trust se yon sous finansman elektè Miyami-Dade te kreye nan yon referandòm. Finansman sa a dedye pou pwogram k'ap amelyore lavi ti moun ak fanmi yo.

Note: In cases where funding by The Children's Trust represents only a percentage of Provider's overall funding, the above language can be altered to read "**[Provider Program Name]** is funded in part by The Children's Trust..." OR "El **[Provider Program Name]** está financiado en parte por The Children's Trust..." OR "Se Children's Trust ki finance yon pati nan **[Pwogram Sa-a]**..."

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

Provider, when appropriate, shall promote with the families and community they serve other Trust funded initiatives that include, but are not limited to, The Children's Trust Book Club and the Parent Club.

1. COMMUNICATION WITH MEDIA/NEWS OUTLETS

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

2. VIDEO

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

3. SOCIAL MEDIA

Providers that maintain social media accounts are encouraged to:

- a. Post an update on its social media accounts (e.g., Facebook, Twitter, Instagram, etc.) announcing it has been awarded a funding Contract by The Children's Trust, and tag The Children's Trust's profile on those social media networks. If The Trust does not have a profile on a particular social media network, the post should link back to www.thechildrenstrust.org.

- b. State it is funded by The Children's Trust on all of its social media networks' "About" sections.
- c. Tag and/or mention The Children's Trust on all posts related to services, activities and events funded by this Contract.
- d. List The Children's Trust's fan page under "Liked by This Page" on its Facebook page (if Provider maintains a Facebook page).
- e. Follow The Children's Trust Facebook, Twitter, Instagram, LinkedIn, YouTube and Pinterest accounts (if Provider maintains an account on any of these social media platforms).
- f. Please make sure to have a signed photo/video release form from the child/minor parent(s)/guardian(s), in case you plan to share these on social media, videos or any other form of marketing materials.

4. PRINTED MATERIALS

Provider shall ensure that any and all printed materials it creates for program services, activities and events funded by this Contract, including, but not limited to, newsletters, press releases, brochures, fliers, advertisements, signs/banners, letters to program participants and/or their parents/guardians, or any other materials released to the media or general public, shall state that these program services, activities and events are funded by The Children's Trust and

- a. shall also employ the use of the appropriate The Children's Trust logo.
- b. Proofs of all printed material referenced herein must be submitted to The Children's Trust Communications Department (communicationscompliance@thechildrenstrust.org) for approval prior to production/printing and release/distribution.
- c. Provider agrees to deliver to The Children's Trust, without charge, at least three (3) copies of any and all printed materials it creates for program services, activities and events funded by this Contract.
- d. Provider agrees that The Children's Trust will have use of copyrighted materials developed under this Contract to the extent provided in, and subject to, the provisions of **Sections F: Intellectual Property and Rights to Developed Materials** and **H: Intellectual Property Licensing Fees and Costs**.

5. TERMINATION OF CONTRACT

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

X. MISCELLANEOUS

1. HEADINGS, USE OF SINGULAR AND GENDER

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

2. NO THIRD PARTIES

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

Y. JOINT PREPARATION

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

Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS

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

Attachment A: Scope of Services

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

Attachment B-1: Payment Structure, if applicable

Attachment C: Data Requirements and Program Metrics

Attachment D: Program-Specific Audit Requirements

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

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

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

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

Attachment F: Additional Insurance Requirements, if applicable

Attachment G: Other Matters, if applicable

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the

Parties. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Miami Dade County

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

By:

By:

(signature of Authorized Representative)

(signature)

James R. Haj

President and CEO

Date:

Date:

Provider Federal ID# 59-6000573

Provider Vendor ID# MIAMI760

This Contract is not valid until signed by both Parties.

Attachments included in Exhibit B

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

This Renewed Cooperative Agreement, hereinafter referred to as Agreement, entered into this ____ day of _____, 2022 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as County, the School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, hereinafter referred to as Miami-Dade County Public Schools (M-DCPS), and the Foundation For New Education Initiatives, Inc., hereinafter referred to as Foundation, hereinafter collectively referred to as the Parties.

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

WHEREAS, in the summer of 2022, the Program will, again, provide work experience opportunities through internships to youth in Miami-Dade County; and

WHEREAS, in addition to the County, South Florida Workforce Investment Board d/b/a CareerSource South Florida, and The Children's Trust, will also fund and support the Program; and

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

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

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

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

I. SCOPE OF SERVICES.

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

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

II. BUDGET SUMMARY.

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

III. EFFECTIVE TERM.

The Parties agree that this Agreement shall commence on the effective date of a resolution adopted by the Miami-Dade County Board of County Commissioners that authorizes the Program ("commencement date"). The Effective Term of this Agreement shall be from the commencement date through December 31, 2022. 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 December 31, 2022 shall be returned to the County. This Agreement may be renewed subject to available funds and authorization by the Miami-Dade County Board of County Commissioners, and by mutual written agreement of the Parties.

IV. AMOUNT PAYABLE.

Subject to available funds and as may be appropriated by the Miami-Dade County Board of County Commissioners, the amount payable for services rendered under this Agreement shall not exceed \$3,200,000.00. Payment should be made according to Section VIII- Payment Procedures. A minimum of 40 percent of the Program slots funded by the County under this Agreement shall be filled by children receiving free or reduced priced meals. The Foundation agrees that should available funding be reduced, the amount payable under this Agreement may be reduced at the sole discretion of the County. The Foundation agrees to adhere to Attachment B of this Agreement.

V. PROOF OF BACKGROUND SCREENING.

The County requires and M-DCPS and the Foundation agree to comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. M-DCPS and/or the Foundation shall execute and submit the: (1) Level 2 Background Screening Affidavit, incorporated herein and

attached hereto as Attachment C, to demonstrate that background screening of appropriate employees, volunteers and subcontracted personnel was conducted as required by this Agreement; (2) Child Care Attestation of Good Moral Character form, incorporated herein and attached hereto as Attachment D; and (3) Child Abuse and Neglect Reporting Requirements, incorporated herein and attached hereto as Attachment E. M-DCPS' and/or the Foundation's failure to comply with any applicable federal, state, and/or local laws, regulations, ordinances and Miami-Dade County resolutions regarding background screening of employees, volunteers and subcontracted personnel is grounds for breach and termination of this Agreement at the sole discretion of the County. Only employees, volunteers and subcontracted personnel with background screenings, conducted by an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation), that establish they are eligible to work in direct contact with Program participants may in fact do such work.

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

VI. AUTONOMY AND THIRD PARTIES.

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

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

VII. TERMINATION BY EITHER PARTY.

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

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

VIII. PAYMENT PROCEDURES.

The County agrees to pay the Foundation for services rendered under this Agreement based on the payment schedule, Budget or both, as provided in Attachment B. Additionally, the Foundation acknowledges the County's contract with The Children's Trust, which is incorporated herein and attached hereto as Attachment F, and as required therein agrees to comply with the terms and conditions, including budgetary terms and otherwise, as if fully set forth herein.

The Parties recognize that the coronavirus disease 2019 (Covid-19) pandemic may affect the SYIP's operation during the summer of 2022. However, in light of the significant positive impact the Program has on student participants and the community, the Parties are planning for its continued operation.—As a result, the following first and second advance payments maybe combined if the programmatic timetable is shifted or compressed.

A. First Advance Payment. Total funding under this Agreement is \$3,200,000.00. The County shall transmit up to \$2,400,000.00 of funding (75 percent of total funding), to the Foundation as a cash advance if program is to capacity, defined as 2,700 interns. If the Program is not at capacity, the County reserves the right to transmit a prorated advance, which shall be commensurate to 75 percent of the unit rate per intern, as provided in Attachment B, for all current interns in the Program. The payment request for the advance will be processed immediately upon full execution of the Agreement. Such funding shall be for all budgeted Program costs, as provided in the Budget approved under this Agreement (see Attachment B), to be expended or incurred by the Foundation, which are allowable under County guidelines and in accordance with this Agreement.

B. Second Advance Payment. The Foundation shall submit the first interim programmatic progress report as detailed in Attachment G, along with Second Advance Request, due July 19, 2022. Thereafter, within three (3) business days the County shall advise the appropriate M-DCPS and/or Foundation personnel, as identified in Section IX, whether further in person discussions are necessary to process the invoice. Upon the County's approval of the interim programmatic progress report, and in accordance with required documentation for Program service activities, the County agrees to provide a second cash advance in the amount of \$320,000 (10 percent of total funding under this Agreement), if the Program is at capacity. If the Program is not at capacity, the County reserves right to transmit a second prorated advance, which shall be commensurate to 10 percent of the unit rate per intern, as provided in Attachment B, in the Program.

C. Monthly Payment Requests. Requests for reimbursement shall be submitted no later than the 15th day of the month following the month in which services were provided or

expenditures were incurred and shall be accompanied by complete, accurate, and proper documentation of service delivery and incurred expenses, including, but not limited to, copies of invoices, payroll journals, and bank statements. As the approved budget lists specific line items assigned to Miami-Dade County and The Children's Trust, monthly payment requests shall be submitted following the approved budget in Attachment B for each funding source. As such, two (2) payment request forms shall be submitted monthly detailing expenses for each funding source. Expenses that are not submitted within two (2) months of being incurred or expenses that are not in accordance with the Budget will be not be paid. All properly submitted payment requests will be deducted from any remaining amount owed to the County resulting from the advance payments, up to the full amount of the advance payments, and thereafter reviewed and processed for payment in accordance with this Agreement.

D. Expenditure Report - Final Report/Recapture of Funds. The Foundation shall submit a final Expenditure Report as delineated in Attachment G, Section III, to the County, no more than forty-five (45) days after the expiration or termination of this Agreement. The Expenditure Report shall confirm how the goals of the Program, as outlined in the Scope of Services and other attachments, were achieved, including explanations for all significant deviations from expected outcomes/performance measures and shall demonstrate how the funds have been used in accordance with the Budget by reporting actual expenditures with a comparison to the Budget as prescribed in Attachment B. Additionally, the Expenditure Report shall include the total amount of funding, from all funding sources, provided to M-DCPS or the Foundation for the Program and contain the total number of students that participated in the Program. The County reserves the right to request interim reports, which shall be provided no later than three (3) business days after such request, identifying achievement of goals and expenditures relating to this Agreement. If after receipt of the Expenditure Report the County determines that the Foundation has been paid funds not in accordance with the Agreement, and to which it is not entitled, the Foundation shall return such funds to the County or submit appropriate documentation justifying payment. The County shall have the sole discretion in determining if the Foundation is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County no later than forty-five (45) days from the end of the Effective Term of the Agreement.

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

FY 2021-2022	\$3,200,000.00
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Note: County Fiscal Year – October 1 to September 30

IX. KEY PERSONNEL.

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

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

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

- Miami-Dade County Office Management and Budget, Contracts Officer – Miami-Dade County – John Ise
- Foundation For New Education Initiatives, Inc.- Executive Director, Ann Stith
- The Office of Intergovernmental Affairs, Grants Administration and Community Engagement - Miami-Dade County Public Schools - Chief Financials Officer, Ron Steiger

B. Program Administration

- Miami-Dade County Mayor or Miami-Dade County Deputy Mayor – Miami-Dade County – Chief Community Services Officer, Morris Copeland
- The Office of Intergovernmental Affairs, Grants Administration and Community Engagement – Miami-Dade County Public Schools - Chief Financials Officer, Ron Steiger
- The Office of Career and Technical Education- Miami-Dade County Public Schools – Lupe F. Diaz
- Foundation For New Education Initiatives, Inc. – Executive Director, Ann Stith

C. Legal

Miami-Dade County Attorney's Office

Miami-Dade County School Board Attorney's Office

X. NOTICES.

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

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

MIAMI-DADE COUNTY
Attn: Daniella Levine Cava, 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: Dr. Jose L. Dotres, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

And a copy to:

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

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

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

XI. INDEMNIFICATION.

A. M-DCPS shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the sole performance of the Agreement by the M-DCPS, or its employees, agents, servants, partners, principals or subcontractors. M-DCPS shall pay all claims and losses in connection therewith, and shall investigate all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings,

and shall pay all costs and judgments, which may issue thereon. If section 768.28, Florida Statutes, is applicable, M-DCPS's duty to indemnify and hold harmless Miami-Dade County shall only be to the extent and within the limitations of section 768.28, Florida Statutes, as may be amended, 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. If section 768.28, Florida Statutes, is applicable, Miami-Dade County's duty to indemnify and hold harmless M-DCPS shall only be to the extent and within the limitations of section 768.28, Florida Statutes, as may be amended, 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. If section 768.28, Florida Statutes, is applicable, Miami-Dade County's duty to indemnify and hold harmless M-DCPS shall only be to the extent and within the limitations of section 768.28, Florida Statutes, as may be amended, 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. If section 768.28, Florida Statutes, is applicable, the Foundation's duty to indemnify and hold harmless Miami-Dade County shall only be to the extent and within the limitations of section 768.28, Florida Statutes, as may be amended, subject to the provisions of the Statute whereby the Foundation shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Foundation.

XII. PROHIBITED USE OF FUNDS.

- A. Religious Purposes. County funds shall not be used for religious purposes.
- B. Commingling Funds. The Foundation shall not commingle funds provided under this Agreement with funds received from any other funding sources.

XIII. SEGREGATION OF FUNDING.

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

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

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

- B. Accounting Records. The Foundation shall keep accounting records which conform with generally accepted accounting principles. In addition to any requirements of chapter 119, Florida Statutes, all such records will be retained by the Foundation and be available for review by the County for not less than three (3) years beyond the term of this Agreement and the last date of compliance for all applicable terms of this Agreement. However, if any audit, claim, litigation or other action involving this Agreement or modification hereto has commenced before

the expiration of the retention periods, then the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular retention period, whichever is later.

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

D. Progress Reports. The Foundation shall furnish the County, and The Children's Trust and South Florida Workforce Investment Board with written Progress Reports as set forth in Attachment G.

E. Programmatic Data Reporting. In addition to the monthly progress reports required in subsection D., M-DCPS shall provide Programmatic Data Reporting as set forth in Attachment G. In addition, M-DCPS agrees to furnish the County with complete and accurate reports in the timeframe and format to be reasonably specified by the County, and as described in Attachment G.

F. Monitoring: Management Evaluation and Performance Review. M-DCPS and the Foundation agree to permit County, The Children's Trust, and South Florida Workforce Investment Board personnel to monitor, review and evaluate the Program, which is the subject of this Agreement. The County shall monitor both fiscal and programmatic compliance with all the terms and conditions of the Agreement. M-DCPS and the Foundation shall permit the County, The Children's Trust, and South Florida Workforce Investment Board to conduct site visits, participant assessment surveys, and other practice deemed reasonably necessary to fulfill the monitoring function. A report on the County's findings will be delivered to M-DCPS and the Foundation and the Foundation will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected with the specified time, the County may suspend payments or terminate this Agreement. Such deficiencies may also be considered by the County for terms pertinent to future Agreements and/or funding. The County shall conduct one or more formal management evaluation and performance reviews of M-DCPS and/or the Foundation. This Agreement will not be considered for appropriation of future funding unless the County concludes that M-DCPS and the Foundation have satisfactorily performed the provisions of this Agreement.

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

XV. BREACH OF AGREEMENT: COUNTY REMEDIES.

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

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

1. The County may terminate this Agreement by giving written notice to M-DCPS and/or the Foundation of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may:

(a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by M-DCPS and/or the Foundation with County funds under this Agreement; (b) seek reimbursement of County funds allocated to M-DCPS and/or the Foundation under this Agreement; (c) terminate or cancel any other contracts entered into between the County and M-DCPS and/or the Foundation;

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

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

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

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

6. Any other remedy available at law or equity.

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

XVI. PUBLIC RECORDS.

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

IF M-DCPS OR THE FOUNDATION OR THE COUNTY HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT:

**the M-DCPS Custodian of Public Records at 305-995-1128,
pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132,**

Or:

**Miami-Dade County, Office of Management and Budget-Grants
Coordination Public Records Custodian
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Barbara Soto
Email: Barbara.Soto@miamidade.gov**

XVII. AUDIT REQUIREMENTS FOR THE FOUNDATION.

A. Financial Statement Audit. Within one hundred eighty (180) calendar days from the close of its fiscal year, an independent certified public accounting firm (CPA), which shall not be unreasonably withheld, must electronically submit to the County all the following documents, which together comprise an Annual Financial Statement Audit conducted in accordance with GAAP and standards contained in Government Auditing Standards issued by the Comptroller General of the United States (The Yellow Book). The required items are:

- An Annual Financial Statement Audit, performed by a CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation.

- An Annual Financial Statement Audit conducted in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in Government Auditing Standards.

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

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

- A Single Audit conducted in accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" or the Florida Single Audit Act, Florida Statutes 215.97, if applicable.

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

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

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

If the Foundation is required to have a Single Audit, it agrees to have its CPA firm submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan, if applicable.

B. Program-Specific Audit. Within one hundred eighty (180) calendar days of the close of its fiscal year, the Foundation is required to have its CPA firm submit to the individuals at addresses provided in Section X. Notices, a Program-Specific Audit related to the Agreement, in addition to the Annual Financial Statement Audit. The Program-Specific Audit shall be performed by an independent CPA firm that: is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation; has performed audits under Government Auditing Standards; and is either a member of the AICPA or FICPA peer review program to include government engagement reviews. This Program-Specific Audit must encompass an audit of the County's Agreement(s) with the Foundation using The Children's Trust's guidelines as specified in the Program-Specific Audit Requirements, which is incorporated herein and attached hereto as Attachment H.

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

To receive reimbursement for the preparation of the Program-Specific Audit, as defined, the Foundation must choose from a list of approved CPA firms, which are posted on The Children's Trust's website. Inclusion in this pre-approved CPA vendor pool requires a CPA firm to meet three (3) criteria, which are enumerated in the Pre-Qualified Program-Specific Auditing Service Requirements Certified Accounting Firms. The Pre-Qualified Program-Specific Auditing Service Requirements Certified Accounting Firms is incorporated herein and attached hereto as Attachment H-1. The County in its sole and absolute discretion will determine whether the Foundation is in compliance with the provisions of this Section XVII and whether payment for said services shall be rendered.

XVIII. MISCELLANEOUS.

A. Identification of Students by Funding Source. M-DCPS and/or the Foundation shall identify the funding source that supports each intern and upon the processing of each intern stipend, shall provide the County and The Children's Trust with documentation verifying same. Interns that continue to participate and receive two stipends should consistently be billed to and

paid by the same funding source. In the event that interns exit the Program and are replaced with new interns, M-DCPS or the Foundation shall provide a list of these exceptions with each billing. Such list shall distinguish between interns who have exited and those who joined the Program.

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

C. Modifications and Change Orders. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by the Parties and attached to the original of this Agreement.

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

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

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

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

M-DCPS and the Foundation agree to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Americans with Disabilities Act, and related regulations, and assure that they do not, and will not discriminate against any Program participant because of or on the basis of gender, race, color, religion, ethnic or national

origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability.

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

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

E. Injury. M-DCPS and the Foundation shall complete and submit to the County an incident report in the event of the occurrence or allegation of any serious bodily injury to anyone participating in the program or otherwise within the scope of this Agreement or arising out of the performance of this Agreement. M-DCPS and the Foundation shall provide written notification of the incident together with a copy of the incident report to the County within three (3) working days of the incident. The incident report shall provide, at a minimum, and to the extent permitted by law, M-DCPS Policies, Interlocal Agreements and Collective Bargaining Agreements, the following information: (i) information identifying the person injured, (ii) information identifying any person alleged to have caused the injury, (iii) details of the injury or allegation of injury, (iv) date and time of occurrence, (v) steps taken by M-DCPS and/or the Foundation to investigate the injury or allegation of injury, (vi) list of authorities notified and a copy of any report made to or by such authorities. M-DCPS and the Foundation shall provide written notification to County if any legal action is threatened and/or filed as a result of such an injury within seven (7) days of such threat or filing.

F. Sexual Harassment. M-DCPS and the Foundation 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, internship provider, M-DCPS personnel, volunteers, or sub-contracted personnel, and M-DCPS and the Foundation has knowledge thereof. The incident report shall provide, at a minimum, and to the extent permitted by law, M-DCPS Policies, Interlocal Agreements and Collective Bargaining Agreements, the following information: (i) information identifying the person injured, (ii) information identifying any person alleged to have caused the injury, (iii) details of the injury or allegation of injury, (iv) date and time of occurrence, (v) steps taken by M-DCPS and/or the Foundation to investigate the injury

or allegation of injury, (vi) list of authorities notified and a copy of any report made to or by such authorities. M-DCPS and the Foundation shall also require all appropriate employees, volunteers and subcontracted personnel be knowledgeable of their responsibilities to report child abuse and neglect and attest to such knowledge by execution of the Child Abuse & Neglect Reporting Requirements form, which is incorporated herein and attached hereto as Attachment I. M-DCPS and the Foundation shall provide written notification of the incident together with a copy of the incident report to the County within three (3) working days of the incident. M-DCPS and the shall provide written notification to the County if any legal action is threatened and/or filed as a result of such an alleged incident within seven (7) days of such threat or filing.

G. Anti-Nepotism Policy. M-DCPS and Foundation employees whose positions are funded by or through the Program, shall be prohibited from appointing, employing, promoting, or advancing or advocating for appointment, employment, promotion, or advancement of a relative in or for a position subsidized by the Program.

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

H. Outreach, Public Awareness, and Recruitment.

M-DCPS and the Foundation agree to comply with the outreach and public awareness campaign and program recruitment criteria outlined in Attachments A and G.

I. Consent and DATA. M-DCPS must obtain parental/legal guardian consent for all Program participants and share information with the County, The Children's Trust and South Florida Workforce Investment Board for monitoring and evaluation purposes. M-DCPS will ask Program participants to sign a voluntary Consent to Photograph form, which is incorporated herein and attached hereto as Attachment J. The signed consent form for photography will be maintained by M-DCPS, with a copy filed in the participant's record. The consent shall be part of the Program participants' registration form and signed by parent/guardian before services commence or assessments are administered. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form. M-DCPS shall provide demographic information for each participant in the program. Said data will be provided by the District's Office of Assessment, Research and Data Analysis, in accordance with

Attachment G or other attachments hereto.

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

J. Totality of Agreement / Severability of Provisions. These twenty-one (21) pages of the Agreement with its recitals on the first page of the Agreement, signatures on the last page of the Agreement and its attachments as referenced below contain all the terms and conditions agreed upon by the Parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Level 2 Background Screening Affidavit
Attachment D:	Child Care Attestation of Good Moral Character
Attachment E:	Background Screening & Personnel File Requirements
Attachment F:	Contract 2216-7601 between Miami-Dade County and The Children's Trust
Attachment G:	Programmatic Data and Reporting Requirements and Expenditure Reporting Requirement
Attachment H:	Program-Specific Audit Requirements
Attachment H-1:	Pre-Qualified Program-Specific Auditing Service Requirements Certified Accounting Firms
Attachment I:	Child Abuse & Neglect Reporting Requirements
Attachment J:	Consent to Photograph Form

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

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

By: _____
Superintendent of Schools or Designee

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
Attorney for School Board

Date: _____

APPROVED AS TO INSURANCE
REQUIREMENTS:

By: _____
Risk Management

Date: _____

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

By: _____

Date: _____

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

By: _____
Mayor or Mayor's Designee

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

Date: _____

APPROVED AS TO INSURANCE
REQUIREMENTS:

By: _____
Risk Management

Date: _____

MIAMI-DADE COUNTY, FLORIDA
HARVEY RUVIN, CLERK

By: _____

Date: _____

**SCOPE OF SERVICES
FY 2021-2022**

Program Description

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

The County, The Trust, and the South Florida Workforce Investment Board shall fund the Program and M-DCPS and the Foundation shall operate and provide in-kind services and support to the Program. Specifically, the Foundation shall manage the distribution of participant stipends through the EdFed (formerly South Florida Educational Federal Credit Union), and contract with 54 instructional supervisors, two program assistants, and two program administrators. Instructional Supervisors shall interact with Interns, provide guidance, assist in resolving problems, and ensure interns' success in the Program. Further, instructional supervisors shall have a minimum of two contacts with each Intern over the five-week Program and serve as liaisons to develop and maintain positive relationships with internship providers, educational professionals, and other organizations to ensure the success of the Program. Additionally, M-DCPS shall provide in-kind support for a Program Administrator for the duration of the Program. This individual will lead efforts in disseminating Program information to schools, businesses, and parents participating in the Program.

During the summer of 2021, 2,819 students applied to participate in the SYIP of which 2,338 interns worked at 655 participating employers and completed the Programs. Using data from the 2020 Program, a maximum of 2,700 youth are expected to be funded by the Partners in the 2022 SYIP. Said youth will be recruited through Miami-Dade County Public Schools for enrollment in the SYIP. Reasonable efforts will be made to enroll an equal number of youth, approximately 100, from each county commission district. Interns will work approximately 30 hours per week for a maximum of one-hundred fifty (150) hours for the duration of the Program and receive a stipend of \$1,500.00 over a period of five (5) weeks in two payments of \$750. In addition to receiving a stipend, interns earn a high school course credit and may be given the opportunity to earn college credits. Additionally, the Program shall maintain an Intern to staff ratio of 1:50 for typically developing youth and 1:10 ratio for youth with disabilities.

The Partners recognized that the coronavirus disease 2019 (COVID-19) pandemic affected the SYIP's operation during the summer of 2020. However, in light of the significant positive impact the Program has on student participants and the community, the Partners aggressively planned for its continued operation. In its fifth year of operation, the Summer Youth Internship Program in 2021 continued to serve the community despite the current pandemic challenges with COVID-19. Contingency plans were created allowing for adaption to CDC and local municipality guidelines. The Trust, County, the South Florida Workforce Investment Board, EdFed and the Foundation, collaborated to provide a meaningful paid summer internship opportunity for youth across Miami Dade County. Most internships were completed using web-based platforms in a project-based work environment. In 2022, internships are anticipated to be a mixture of in-person and remote work.

Target Population, Recruitment, and Data Requirements

Youth between the ages of 15 and 18 who are currently enrolled in Miami-Dade County Public Schools and reside in Miami-Dade County shall be recruited for participation in the Program. The Program shall be open to the general student population. Students in magnet programs, academies or other educational or vocational programs shall not be given preferential treatment for enrollment in or notice of the Program. A minimum of 40 percent of the Program slots funded by the County under this Agreement shall be filled by children receiving free or reduced priced meals. In addition, recruitment efforts will place an emphasis on at-risk youth, who for purposes of the SYIP are defined as, but not limited to, English language learners, and youth who are truant. For purposes of this Agreement a youth is considered truant if the youth has accrued in excess of twenty unexcused absences during the school year. Other targeted/priority populations include youth currently in the foster care system and youth, up to age 22, who are transitioning out of the foster care system, and Exceptional Education Students (ESE) students on extended diploma option. Additionally, 10 percent of the interns will be youth with disabilities as defined in the Exceptional Student Education Policies and Procedures.

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

Outreach and Public Awareness Campaign

M-DCPS and the Foundation agree that all marketing and publicity efforts, services, and events funded by this Agreement shall recognize the County, The Children's Trust and South Florida Workforce. This includes all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationeries. The use of the County's, The Children's Trust's, and South Florida Workforce Investment Board's logos is permissible. M-DCPS and the Foundation shall use their best efforts to ensure that all media representatives, when inquiring about the activities under this Agreement, are informed that the County, The Children's Trust, and South Florida Workforce Investment Board are funding sources.

The Children's Trust and the South Florida Workforce Investment Board are partners in the collaborative effort to establish the Summer Youth Internship Program. M-DCPS shall promote SYIP Program within all high schools by:

1. Using Instagram or Twitter accounts, as may be applicable, to notify students about the Program and provide recruitment and enrollment information.

2. Using print and broadcast media public relations opportunities to recruit and enroll participants to the Program; and
3. Making virtual community presentations (Beacon Council, etc.) to encourage participation by local businesses.
4. Using e-mail, social media platforms and other on-line platforms for outreach efforts.

Interns' Applications and Screenings

Youth recruited for the SYIP will be directed to sign up for the internship selection pool using <https://miami.getmyinterns.org/>. This online resource allows for the universal screening of all potential applicants. All youth must reside in Miami-Dade County and must be eligible to work in the United States. Interns are expected to commit for the duration of the entire Program and complete all required academic course work.

Insurance

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

Stipends

Each Intern:

1. is eligible to receive up to \$1,500.00 for participation in the Program for its duration;
2. is required to report to the internship assignment up to 40 hours per week; and
3. must meet specific educational requirements during the summer.

Interns are eligible to receive two payments of \$750 each. These funds are distributed via direct deposit through collaboration between the EdFed and the Foundation. The EdFed account must be opened no later than May 27, 2022 or the incidental stipend could be delayed. M-DCPS will compile and maintain a list for each funding source that will display all the interns supported by said funding source. The Foundation will use these lists when transmitting stipend payment information to EdFed to ensure proper allocation across funding streams.

Depending on duration and scheduling of program, the aforementioned payments may be combined and replaced with a single stipend payment of \$1,500.00.

Parent Information Sessions

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

Internship Providers' Screenings and Information Session

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

Estimated Program Timeline

Month	Activity(ies)
March 2022	SYIP launch https://miami.getmyinterns.org/ for internship providers on March 1 and open for students to sign up on April 1.
March 2022	Internship providers and program staff (instructional supervisors, program administrators and program assistants) are recruited.
May 2022	Parent information sessions to be conducted.
May 27 2022	Last day student applications to the Program are accepted.
May 2022	Potential interns attended information sessions.
June 2022	Internship provider information/training sessions to be conducted.
May/June/July 2022	Intern interviews and placements, instructional supervisor assignments and insurance enrollment verification.
July 1, 2022	Summer Youth Internship Program Begins
August 5 2022	End of Internship Experience. Program wrap-up, surveys and assignments.
September 30, 2022	Presentation of Survey and SYIP Program Outcomes

☐ ORIGINAL BUDGET
☐ BUDGET MODIFICATION #1
☐ BUDGET MODIFICATION #2

ATTACHMENT B - 1 BUDGET

Budget Period
 3/1/2022 to 12/31/2022

Organization Name
 Foundation for New Education Initiatives

Agency Approval: _____ Signature / Date: _____
 Print Name: _____

County Approval: _____

Fiscal (cost basis only) - Accountant _____ Supervisor _____

* CareerSource contracts with MDCPS															
Object Class Categories	Total Cost to Agency by Revenue Source										Total Cost to Agency For the Budget Period	% Charged to County	% Charged to Other Funding Sources	Total % All Funding	Justification
	County								Other Funding Source(s)						
	Children's Trust		Miami-Dade County		Matching Funds (MDCPS)		Matching Funds (CareerSource)								
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%					
DIRECT COSTS:															
Program Administrator		0.0%		0.0%	14,915	100.0%		0.0%		0.0%	14,915	100.0%	0.0%	100%	Justification/Calculations: \$47,804 x 2080 x 15%, Match: \$14,915, Source: MDCPS - position works for the program from April 1 through August 31. Annual Salary: \$99,433
Fringe Benefits		0.0%		0.0%	1,141	2.8%	39,750	97.2%		0.0%	40,891	100.0%	0.0%	100%	FICA/MICA (7.65%) Source of Match: M-DPCS. Note that this amount amounts CareerSource's fringe allocation for staff positions, not just Program Administrator. Question: CareerSource has lower hourly rates for Instructional Supervisors in their budget. Is this because not factoring in fringes?
Supplies-Program & Office	3,664	36.6%		0.0%		0.0%	6,358	63.4%		0.0%	10,022	100.0%	0.0%	100%	Less than 2% of total budget
OdysseyWare	6,500	33.3%	6,500	33.3%		0.0%	6,500	33.3%		0.0%	19,500	100.0%	0.0%	100%	Online software used to administer the customized required pre-internship online course. CareerSource has this as well under line item "On-Line Pre-Intern Course". TCT contribution embedded in admin/indirect line item.
Instructional Supervisors	198,450	42.9%		0.0%	160,650	34.7%	103,950	22.4%		0.0%	463,050	100.0%	0.0%	100%	Justification/Calculations: \$45/hr. x 30 hrs/week x 7 weeks x 49 positions for approximately 30 hours per week not to exceed 210 hours for the duration of the program. 2,430 non-SPED youth will be staffed by positions at ratio of 1-50. Total cost \$463,050.
SPED Instructional Supervisors	78,750	30.9%		0.0%	138,600	54.3%	37,800	14.8%		0.0%	255,150	100.0%	0.0%	100%	Justification/Calculations: \$45/hr. x 30 hrs/week x 7 weeks x 27 positions for approximately 30 hours per week not to exceed 210 hours for the duration of the program. Estimated 10% of all youth will be designated SPED (270 youth) at a staff ratio of 1/10. Total cost \$255,150.
Program Administrator	20,000	66.7%		0.0%	1,250	4.2%	8,750	29.2%		0.0%	30,000	100.0%	0.0%	100%	\$2,500 x 4 pay periods x 3 employees = \$30,000.
Program Assistant	15,000	35.7%		0.0%	15,000	35.7%	12,000	28.6%		0.0%	42,000	100.0%	0.0%	100%	Justification/Calculations: \$15/hr. x40 hrs. week x 10 weeks x up to 7 employees = \$12,000. Note: Budget allocation for program assistant would remain the same however, with two program assistants, as it is difficult to find individuals to work for 16 weeks. Work schedule may be staggered between the two assistants budgeted to allow for 16 week coverage, if necessary. CareerSource budget contributes 2 position. Is this two on top of the 5 mentioned for total of 7?
Stipends	1,071,000	27.4%	1,599,000	41.0%		0.0%	1,233,000	31.6%		0.0%	3,903,000	100.0%	0.0%	100%	\$1,500.00 stipend (flat rate of \$750 per stipend paid twice) up to 2,602 paid interns = \$3,903,000. Approx. 30 hrs per week, not to exceed 150 total hours for the duration of the SYIP. TCT: \$1,071,000 (714 interns) and M-D County: \$1,599,000 (1,066 interns). CareerSource will contribute \$1,233,000 for 822 intern stipends. A sum total of 2,602 paid interns and approximately an additional 98 interns paid by other stipend funders for a total program target of 2,700 interns.
Discretionary Funds	18,946	100.0%		0.0%		0.0%		0.0%		0.0%	18,946	100.0%	0.0%	100%	Less than 2% of budget
Student Accident Insurance	3,856	100.0%		0.0%		0.0%		0.0%		0.0%	3,856	100.0%	0.0%	100%	Intern Insurance: \$16/intern x 241 interns=\$3,856
Advertising		0.0%		0.0%		0.0%	1,125	100.0%		0.0%	1,125	100.0%	0.0%	100%	Unique Line Item
SUBTOTAL	1,416,166		1,605,500		331,556		1,449,233		-		4,802,455				
INDIRECT COSTS:															
Administrative/Indirect	83,834	36.6%	94,500	41.2%		0.0%	50,767	22.2%		0.0%	229,101	100.0%	0.0%	100%	Justification/Calculations: Allocating approximately 5% of total budget. In addition is a \$15,000 contribution per TCT & MD funders for administrative recurrence expenses.
SUBTOTAL	83,834		94,500		-		50,767		-		229,101				
TOTAL AWARD:	1,500,000		1,700,000		331,556		1,500,000		-		5,031,556				Unit Rate =\$1740/Intern

Affidavit under Penalty of Perjury for Level 2 Background Screenings**Affidavit under Penalty of Perjury Affirming Compliance with Background Screening for Provider Personnel, Volunteers, and Subcontracted Personnel, as applicable.**

In accordance with sections 943.0542, 984.01, 39.001 and chapters 435, and 402, Florida Statutes, and pursuant to the requirements of Section V. Proof of Background Screening of the Renewed Cooperative Agreement between Miami-Dade County, the School Board of Miami-Dade County, Florida, and Foundation for New Education Initiatives, Inc., the undersigned affiant makes the following statement under oath and under penalty of perjury, which is a first degree misdemeanor, punishable by a definite term of imprisonment not to exceed one year and/or a fine not to exceed \$1,000, pursuant to sections 837.012 and 775.082, Florida Statutes.

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared (CEO/Executive Director) Authorized Provider Representative of (Provider Name), who being by me first duly sworn, deposes and says:

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

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

Sworn to and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20_ by _____.

____ Who is personally known to me

____ Who produced identification: _____

Type of identification

Signature of Notary Public
State of Florida at Large

Print, type or stamp name of notary public
My Commission Expires:

Note: Pursuant to section 92.525, Florida Statutes, this document may be verified under oath or affirmation as provided by applicable law or by signing and agreeing to the following. Under penalties of perjury, I declare that I have read the foregoing [document] and that the facts stated in it are true," followed by the signature of the person making the declaration, except when a verification on information or belief is permitted by law, in which case the words "to the best of my knowledge and belief" may be added. The written declaration shall be printed or typed at the end of or immediately below the document being verified and above the signature of the person making the declaration.



CHILD CARE ATTESTATION OF GOOD MORAL CHARACTER

State of Florida

County of _____

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

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

Relating to:

Section 393.135	sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section 394.4593	sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section 415.111	adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section 741.28	criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section 777.04	attempts, solicitation, and conspiracy
Section 782.04	murder
Section 782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section 782.071	vehicular homicide
Section 782.09	killing an unborn quick child by injury to the mother
Chapter 784	assault, battery, and culpable negligence, if the offense was a felony
Section 784.011	assault, if the victim of offense was a minor
Section 784.03	battery, if the victim of offense was a minor
Section 787.01	kidnapping
Section 787.02	false imprisonment
Section 787.025	luring or enticing a child
Section 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the
child to the designated person	
Section 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
Section 790.115(2) (b)	possessing an electric weapon or device, destructive device, or other weapon on school property
Section 794.011	sexual battery
Former Section 794.041	prohibited acts of persons in familial or custodial authority
Section 794.05	unlawful sexual activity with certain minors
Chapter 796	prostitution
Section 798.02	lewd and lascivious behavior
Chapter 800	lewdness and indecent exposure
Section 806.01	arson
Section 810.02	burglary
Section 810.14	voyeurism, if the offense is a felony
Section 810.145	video voyeurism, if the offense is a felony
Chapter 812	theft and/or robbery and related crimes, if a felony offense
Section 817.563	fraudulent sale of controlled substances, if the offense was a felony
Section 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section 826.04	incest
Section 827.03	child abuse, aggravated child abuse, or neglect of a child
Section 827.04	contributing to the delinquency or dependency of a child
Former Section 827.05	negligent treatment of children
Section 827.071	sexual performance by a child
Section 843.01	resisting arrest with violence
Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section 843.12	aiding in an escape
Section 843.13	aiding in the escape of juvenile inmates in correctional institution

Chapter 847	obscene literature
Section 874.05	encouraging or recruiting another to join a criminal gang
Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was
a minor	
Section 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual
conduct Section 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section 944.40	escape
Section 944.46	harboring, concealing, or aiding an escaped
prisoner Section 944.47	introduction of contraband into a correctional
facility Section 985.701	sexual misconduct in juvenile justice programs
Section 985.711	contraband introduced into detention facilities

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

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

SIGNATURE : _____ Date: _____

Sign Above OR Below, DO NOT Sign Both Lines

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

SIGNATURE: _____ Date: _____

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



BACKGROUND SCREENING & PERSONNEL FILE REQUIREMENTS

Place in employee file and attach all background screening documentation.

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

Name of Employee: _____

Name of Facility: _____

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

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

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

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

SCREENING DOCUMENTATION

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

Initial Screen

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

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

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

5 Year Re-screen

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

OTHER REQUIREMENTS

Date 5 Year Employment Reference Checks Completed: _____

Names of References (attach additional documentation if necessary):

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

Dates of Unsuccessful Attempts to Verify #1 _____ #2 _____ #3 _____

Unable to verify employment – reason:

Person Completing Checks (signature): _____ Date: _____

Leave of Absence Documentation from Employer (if applicable)

**CONTRACT NO. 2216-7601
BETWEEN THE CHILDREN'S TRUST
AND Miami Dade County
FOR Youth Enrichment, Employment and Supports**

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

Agency's federal identification number: 59-6000573

Vendor's identification number: MIAMI760

Effective term: 3/1/2022 through 2/28/2023

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

Required match amount (if applicable): \$0.00

Approved by resolution number: ,2022-12

Agency's authorized official for notices

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

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

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

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

A. TERMS OF RENEWAL, if applicable

At the sole discretion of The Children's Trust, this Contract may be renewed with Provider's authorization. Contract renewals will be contingent upon The Children's Trust's Board of Directors' ("board") approval and in accordance with applicable solicitation documents for services provided. Such renewal may not exceed five (5) one- year terms. In determining whether to renew Provider's contract, The Children's Trust will consider factors that include, but are not limited to the following:

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

B. SCOPE OF SERVICES

All Providers

1. Provider agrees to render services in accordance with **Attachment A: Scope of Services** (hereafter "Services"), to this Contract. Provider shall implement the Services in a manner deemed satisfactory to The Children's Trust. Any modification to the Services shall not be effective until approved, in writing, by The Children's Trust and Provider.
2. Provider agrees to document the delivery of services and performance measures, as well as report accurate data and programming information, that will be used in the evaluation of Provider's overall performance.
3. Provider agrees that all funding for direct community services provided by The Children's Trust, pursuant to this Contract, will be used exclusively for services in and for the benefit of Miami-Dade County residents. Direct community services consist of programs or services offered to children and families in Miami-Dade County.

School-Based Health Providers only

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

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

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

C. TOTAL FUNDING

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed the amount stated above. Provider agrees that the amount payable under this Contract may be reduced at the sole option of The Children's Trust with a proportional reduction in services. Provider agrees to adhere to **Attachment B: Other Fiscal Requirements, Budget and Method of Payment and Attachment B1: Payment Structure** (if applicable), of this Contract.

D. FISCAL MANAGEMENT

1. Double Billing and Payments

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

2. No Supplanting of Existing Public Funds

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

3. Capital Equipment

Capital equipment refers to individual items with a value of \$5,000.00 or greater that have a life expectancy of more than one (1) year.

All capital equipment acquired by Provider valued at less than \$10,000.00 and reimbursed by The Children's Trust shall be capitalized by the Provider, and Provider shall retain all rights and possession of equipment unless this Contract is subject to termination or early cancellation.

Should this Contract be terminated or not renewed, The Children's Trust may, at its sole discretion, acquire rights and possession of all reimbursed capital equipment that is not fully depreciated.

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

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

4. Assignments and Subcontracts

Provider shall not assign this Contract, in whole or in part, to another party. Provider shall not subcontract any Services under this Contract without prior written approval of The Children's Trust and any change in subcontractors must also receive prior written approval.

For Contracts involving direct community services, Provider and subcontractor must be qualified to conduct business in the state of Florida at the time that a subcontractor agreement is executed. The Children's Trust may, at its sole discretion and at any time, withdraw its approval of any subcontractor.

In any subcontract, Provider shall incorporate language from this Contract into each subcontract and shall require each subcontractor providing Services to be governed by the terms and conditions of this Contract. Provider shall submit to The Children's Trust a copy of each subcontract to this Contract within 30 (thirty) calendar days of its execution. Subcontractors are only entitled to reimbursement for services rendered upon receipt of executed

subcontracts. All subcontractors are subject to monitoring by Provider and/or The Children's Trust, in the same manner as the Provider is subject to monitoring by The Children's Trust under the terms of this Contract. Provider acknowledges and agrees that The Children's Trust and any subcontractor to this Contract have authority to communicate and exchange information about the Contract, Services, the program and/or fiscal issues. Provider waives any and all claims, demands, and/or legal action against The Children's Trust that arise from or are based upon any such communications.

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

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

5. Religious Purposes

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

6. Lobbying

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

7. Adverse Action or Proceeding

Provider shall not use any funds awarded by The Children's Trust, under this Contract or otherwise for legal fees, or any legal or other such actions, including, but not limited to, active investigations that Provider is a party or witness. Any such use by Provider shall be a material breach of this Contract.

8. Compliance

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

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

E. INDEMNIFICATION BY PROVIDER

1. Government Entity (or other entity entitled to coverage by section 768.28, Florida Statutes)

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

2. All Other Providers

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

Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust where applicable, and in the discretion of The Children's Trust, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney fees which may issue thereon.

The United States Health Resources and Services Administration, in accordance with the Federally Supported Health Centers Assistance Act, as amended, and Sections 224(g)-(n) of the Public Health Service Act, 42 U.S.C. § 233(g)-(n), deems qualified Federally Qualified Health Centers to be federal employees for medical negligence liability claims and provides liability protection under the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2672.

Provider agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend, The Children's Trust or its officers, employees and agents.

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

F. INTELLECTUAL PROPERTY AND RIGHT TO DEVELOPED MATERIALS

When funding from this Contract is used to produce original or non-minor alterations and/or enhancements to software designs or methods or techniques, writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature (hereinafter "developed materials"), legal title and every right, interest, claim or demand of any kind in and to any copyright, trademark or patent, or application for the same, in such developed materials will vest in Provider. Notwithstanding the foregoing, Provider agrees to grant The Children's Trust a worldwide, perpetual, royalty-free and non-exclusive license for The Children's Trust to use, duplicate and/or disclose such developed materials, in whole or in part, to others acting on behalf of The Children's Trust, and other providers funded by The Children's Trust, provided that such use, duplication, or disclosure does not compromise the validity of any developed materials or any copyright, trademark or patent rights thereto. Such license shall not extend to scientific publications. In the event of a dispute, both parties agree to participate in mediation to resolve the matter.

G. INTELLECTUAL PROPERTY LICENSING FEES AND COSTS

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

H. PUBLIC RECORDS

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

Pursuant to section 119.0701, Florida Statutes, if the Provider meets the definition of "Contractor" as defined in section 119.0701(1)(a), the Provider shall:

1. Keep and maintain public records required by The Children's Trust to perform the Services under this Contract.
2. Upon request from The Children's Trust's custodian of public records, provide The Children's Trust with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Provider does not transfer the records to The Children's Trust.
4. Upon completion of the Contract, transfer, at no cost, to The Children's Trust all public records in possession of Provider or keep and maintain public records required by The Children's Trust to perform the service. If Provider transfers all public records to The Children's Trust upon completion of the Contract, Provider shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the Contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to The Children's Trust, upon request from The Children's Trust's custodian of public records, in a format that is compatible with The Children's Trust's information technology systems.

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

In the event Provider does not comply with the public records requirements set forth in chapter 119, Florida Statutes, and of this Contract, The Children's Trust may avail itself of the remedies set forth in **Sections I: Breach of Contract and Remedies** and **J: Termination By Either Party of this Contract**. Additionally, a Provider who fails to provide the public records as required by law within a reasonable amount of time may be subject to penalties under section 119.10, Florida

Statutes. In the event the Provider fails to meet any of these provisions or fails to comply with Florida's Public Records laws, the Provider shall be responsible for indemnifying The Children's Trust in any resulting litigation, including all final appeals, and the Provider shall defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records laws.

I. BREACH OF CONTRACT AND REMEDIES

1. Breach

A material breach by Provider shall have occurred under this Contract as specified in other sections of this Contract, and also if Provider, through action or omission, causes any of the following:

- a. Fails to comply with Background Screening, as required under this Contract or applicable law.
- b. Fails to provide the Services outlined in the Scope of Services, Attachment A, within the effective term of this Contract and to the satisfaction of The Children's Trust.
- c. Fails to correct an imminent safety concern or take acceptable corrective action, as determined by The Children's Trust.
- d. Improperly uses The Children's Trust's funds allocated under this Contract as defined in Attachment B: Other Fiscal Requirements, Budget and Method of Payment, Attachment B or B1: Payment Structure (if applicable), and/or Attachment A: Scope of Services.
- e. Fails to maintain valid and current site licensure as required by the Florida Department of Children and Families for Youth Development K-5 after-school programs.
- f. Fails to furnish or maintain the certificates of insurance required by this Contract or as determined by The Children's Trust.
- g. Fails to meet or satisfy the conditions of award required by this Contract.
- h. Fails to submit, or submits incorrect or incomplete, proof of expenditures to support Services & Activities Management System (SAMIS) disbursement requests or advance funding disbursements; or, fails to submit, or submits incomplete or incorrect, detailed reports of requests for payment, expenditures or final expenditure reports, including, but not limited to, budgets, invoices and amendments in SAMIS or any other format prescribed by The Children's Trust.
- i. Fails to submit, or submits incomplete or incorrect, required reports pursuant to the Scope of Services, Attachment A, of this Contract.
- j. 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.
- k. Fails to comply with child abuse and incident reporting requirements.
- l. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement.
- m. Fails to correct deficiencies found during a site visit/observation, evaluation or review within a specified reasonable time.
- n. Fails to meet the terms and conditions of any obligation or repayment schedule to The Children's Trust or any of its agencies.
- o. Fails to maintain the confidentiality of client files, pursuant to state and federal laws.
- p. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants and stipulations in this Contract.
- q. Fails to submit an Annual Financial Statement Audit and a Program-Specific Audit, as applicable, in accordance with **Section O: Records, Reports, Audits and Monitoring** and **Attachment D: Program-Specific Audit Requirements** of this Contract.
- r. Fails to submit an Audit Engagement Letter for either the Annual Financial Statement Audit or the Program-Specific Audit within thirty (30) calendar days after Provider's fiscal year end.
- s. Fails to notify The Children's Trust within thirty (30) calendar days of nonpayment of payroll or other required taxes imposed by the federal government, state of Florida, Miami-Dade County or other authorized taxing entity.
- t. Fails to comply with **Section T: Regulatory Compliance, #9: Mandatory Disclosure**.

The Children's Trust's decision not to enforce a breach of any of the provisions of this Contract does not entail waiver of such breach unless expressly provided in writing by The Children's Trust. Additionally, waiver of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

2. Remedies

In the event of breach, The Children's Trust will provide written notice to Provider and specify the time period, if any, within which Provider must cure the breach. If Provider fails to cure the breach within the time frame provided in the 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, issue a written **Performance Improvement Plan (PIP)**, for Provider to cure any breach of this Contract, as may be permissible under state or federal law. Any such

remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.

- b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider and specifying its effective date, at least five (5) business days before said date. On the effective date of suspension, Provider may, at risk of nonpayment from The Children's Trust, continue to perform the Services in this Contract but Provider shall promptly cease using The Children's Trust logo and any other reference to The Children's Trust in connection with such Services. All payments to Provider as of the date of suspension shall cease, except that at the sole discretion of The Children's Trust, verified requests for payment for Services that were performed and/or for deliverables that were substantially completed prior to the effective date of such suspension shall be rendered. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such suspension and specifying the effective date of suspension, which must be at least five (5) business days before the effective date of such suspension. In this event, The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed, at the sole discretion of The Children's Trust, prior to the effective date of such suspension. Provider shall be responsible for all direct and indirect costs associated with such suspension, including reasonable attorney fees.
- c. In the event the Children's Trust determines that Provider engaged in fraud, misrepresentation, or material misstatement, and that it is in the best interest of The Children's Trust to terminate this Contract, The Children's Trust may do so by giving written notice to Provider of such termination and specifying the effective date thereof at least twenty-four (24) hours before the effective date of termination. In other instances of breach, 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 termination, The Children's Trust may: (a) request Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys and reports prepared and secured by Provider with The Children's Trust funds under this Contract, subject to the rights of Provider as provided in **Sections F: Intellectual Property and Rights to Developed Materials and G: Intellectual Property Licensing Fees and Costs**; (b) seek reimbursement of any Children's Trust funds which have been improperly paid to Provider under this Contract; (c) terminate further payment of The Children's Trust funds to Provider under this Contract, except that The Children's Trust shall continue to review and pay verifiable requests for payment for Services that were performed and/or deliverables that were substantially completed, at the sole discretion of The Children's Trust, prior to the effective date of such termination; and/or (d) terminate or cancel, without cause, any other Contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such termination and specifying the effective date of termination, which must be at least five (5) business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other Contracts for services that were performed and/or for deliverables that were substantially completed, at the sole discretion of The Children's Trust prior to the effective date of such termination. Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney fees.
- d. The Children's Trust may seek enforcement of this Contract, including, but not limited to, filing an action with a court of appropriate jurisdiction. Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney fees, costs and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorney fees through conclusion of all appellate proceedings, and including any final settlement or judgment.

J. TERMINATION OF THE CONTRACT

Notwithstanding any other provision in this Contract, the Parties agree that this Contract may be terminated by either party for convenience and without cause by providing 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

All Providers, Except State Agencies or Subdivisions

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

1) certificates of insurance naming The Children's Trust as an additional insured and the certificate holder on all applicable policies; and all applicable policies shall be maintained in full force and effect for the entire term of this Contract; or

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

Provider's failure to comply with this section shall be a material breach of this Contract. The Children's Trust will not disburse any funds under this Contract until all required certificates of insurance or letter(s) of self-insurance have been

provided to and have been approved by The Children's Trust.

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

1) Workers' compensation insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have workers' compensation coverage or a valid state of Florida exemption on file with the Department of Labor, as required by Florida Statutes, chapter 440. Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. In the event that the Provider is no longer exempt from obtaining workers' compensation insurance, the Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be a minimum of \$500,000.00/\$500,000.00/\$500,000.00.

2) Comprehensive general liability insurance, which shall include a rider or separate policy for sexual molestation liability, in an amount not less than \$500,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate in a policy year. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:

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

3) Automobile liability coverage for all owned and/or leased vehicles of Provider, and non-owned coverage for its employees and/or subcontractors and transportation companies **transporting program participants**. The amount of coverage is \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respect to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage, such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.

4) Automobile liability coverage for all owned and/or leased vehicles of Provider, and non-owned coverage for its employees and/or subcontractors **not transporting program participants**. The minimum amount of coverage is \$300,000.00 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Its Interests May Appear" with respect to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage, such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.

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

6) If applicable, professional liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust, but not less than \$250,000.00 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. Professional liability insurance is generally required when the Scope of Services uses professional services that require certification(s) or license(s).

7) If applicable, cyber security insurance with coverage amounts determined by The Children's Trust, but not less than \$1,000,000.00 for the duration of the Agreement and three years following its termination to respond to privacy and network security liability claims including, but not limited to: 1) liability arising from theft, dissemination, and/or use of The Children's Trust's confidential information, including, but not limited to, bank, credit card account and personally identifiable information, such as name, address, social security numbers, etc. regardless of how stored or transmitted; 2) network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or (ii) the inability of an authorized third party to gain access to supplier systems and/or The Children's Trust data, including denial of service, unless caused by a mechanical or electrical failure; 3) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon; 4) crisis management expenses (i.e., notification, public relations, reputation damage, forensics, etc.) for a data breach.

8) Proof of property coverage is required for all capital equipment greater than or equal to \$10,000.00, and when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care, custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee.

Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider, or such capital equipment is returned to The Children's Trust.

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

Certificate Holder

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

Classification and Rating

If the coverage will be provided via commercial insurance, all required policies listed above shall be issued by companies authorized to do business under the laws of the state of Florida, with the following qualifications:

1. The company must be rated no less than "B" as to management, and no less than "Class V" as the financial strength, by the latest edition of *Best's Insurance Guide*, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the reasonable approval of The Children's Trust.
2. Provider and or Provider's insurance agent, as applicable, shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) calendar days prior to the effective date of making any material changes to the insurance coverage except for ten (10) calendar days for lack of payment changes. Provider shall be responsible for ensuring that all applicable insurances are maintained and submitted to The Children's Trust for the duration of this Contract.
3. In the event of any change in **Provider's Scope of Services, Attachment A**, The Children's Trust may increase, waive or modify, in writing, any of the foregoing insurance requirements. Any request by a Provider to decrease, waive or modify any of the foregoing insurance requirements must be approved, in writing, by The Children's Trust prior to any such decrease, waiver or modification.
4. In the event that an insurance policy is canceled, lapses or expires during the effective period of this Contract, The Children's Trust shall withhold all payments to Provider until a new certificate of insurance, as required under this Contract, is submitted and approved by The Children's Trust. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy. Provider shall submit the required certificate of insurance within thirty (30) calendar days of cancellation, lapse or expiration. Failure to provide said certificate of insurance will be considered a material breach of the Contract, which may result in The Children's Trust waiving payment or terminating the Contract.
5. The Children's Trust may require Provider to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws or The Children's Trust's requirements. Provision of insurance by Provider, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that The Children's Trust may have against Provider for any liability of any nature related to performance under this Contract or otherwise.

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

Insurance Requirements for state of Florida Agencies or Political Subdivisions

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

L. PROOF OF TAX STATUS

Provider is required to keep and have the following documentation readily available for review by The Children's Trust:

1. An Internal Revenue Service (IRS) tax status determination letter, if applicable.
2. The two (2) most recent IRS form 990 or applicable tax return filing within six (6) months of the end of Provider's fiscal year or other appropriate filing period permitted by law.
3. IRS form 941: employer's quarterly federal tax return. If required by The Children's Trust, Provider agrees to submit form 941 within the timeframe established by IRS Publication 15, and if applicable, all state and federal unemployment tax filings. If form 941 and unemployment tax filings reflect a tax liability, then proof of payment must be submitted within sixty (60) calendar days after the quarter ends.

M. NOTICES

Any written notice(s) required by this Contract shall be sent via electronic mail or postal mail for each party appearing on the first page of this Contract. Notices to The Children's Trust shall be marked to the attention of its president/CEO. Notices to Provider shall be marked to the authorized official identified on page 1 of this Contract. Each party is responsible for advising the other party, in writing, of any changes to responsible personnel for accepting notices under this Contract, electronic address, mailing address, and/or telephone number.

N. AUTONOMY

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

O. RECORDS, REPORTS, AUDITS AND MONITORING, and DATA SECURITY

1. Accounting Records

Provider shall keep accounting records that conform to generally accepted accounting principles (GAAP). In addition to any requirements for retaining records pursuant to Section H, Public Records, all such records will be retained by Provider for not less than five (5) years beyond the last date that all applicable terms of this Contract have been complied with, final payment has been received and appropriate audits have been submitted to and accepted by The Children's Trust. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the retention period, then the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular retention period, whichever is later.

2. Financial Statement Audit (NOT APPLICABLE TO THIS CONTRACT)

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

- a. An annual financial statement audit, performed by a CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation.
- b. An Annual Financial Statement Audit conducted in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*.
- c. Written communication encompassing the requirements of AU-C section 265, "Communicating Internal Control Related Matters Identified in an Audit."
- d. Written communication encompassing the requirements of AU-C section 260, "The Auditor's Communication With Those Charged With Governance."
- e. A Single Audit conducted in accordance with OMB "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" or the Florida Single Audit Act, section 215.97, Florida Statutes, if applicable.
- f. A management letter; if no management letter is prepared by Provider's CPA firm, then the CPA firm must expressly confirm, in writing, that no management letter was issued.

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

If Provider is required to have a Single Audit, it agrees to have its CPA firm submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan, if applicable.

3. Program-Specific Audit (NOT APPLICABLE TO THIS CONTRACT)

Within one hundred eighty (180) calendar days of the close of its fiscal year, Provider is required to provide a Program-Specific Audit related to the Contract to The Children's Trust, in addition to the Annual Financial Statement Audit. The Program-Specific Audit shall be performed by an independent CPA firm that: is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation; has performed audits under *Government Auditing Standards*; and is either a member of the AICPA or FICPA peer review program to include government engagement reviews. This Program-Specific Audit must encompass an audit of The Children's Trust's Contract(s) as specified in **Attachment D: Program-Specific Audit Requirements**. The Provider's independent CPA firm may submit audit confirmation requests electronically to audit.confirmations@thechildrenstrust.org.

4. Audits Submission Method

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

5. Audit Extensions (NOT APPLICABLE TO THIS CONTRACT)

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

In the event that either the Annual Financial Statement Audit or the Program-Specific Audit is not received in a timely manner and in accordance with the previously stated due dates and an audit extension has not been approved, The Children's Trust shall withhold all payments to Provider until the documents are received and deemed by The Children's Trust.

6. Engagement Letters (NOT APPLICABLE TO THIS CONTRACT)

Audit engagement letters are due to The Children's Trust thirty (30) calendar days after the end of Provider's fiscal year. Provider agrees to submit an audit engagement letter electronically to engagementletters@thechildrenstrust.org. Failure to submit an audit engagement letter may result in a breach of Contract, or other remedy, as deemed appropriate by The Children's Trust.

7. List of Approved Certified Public Accounting Firms (NOT APPLICABLE TO THIS CONTRACT)

To receive reimbursement for the preparation of the Program-Specific Audit, as defined, Provider must choose from a list of pre-qualified approved CPA firms, which are posted on The Children's Trust's website. Inclusion in Pre-Qualified Approved Program-Specific Auditing Services requires a CPA firm to meet three (3) criteria, which are enumerated in **Attachment B: Other Fiscal Requirements, Budget and Method of Payment**.

8. Access to Records

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

Provider agrees to deliver such assistance as may be necessary to facilitate a review or audit by The Children's Trust to ensure compliance with applicable accounting, financial and programmatic standards. This would include access by The Children's Trust, or its designee, to Provider's independent auditor's work papers for complying with federal, state and local requirements. The Children's Trust reserves the right to require Provider to submit to an audit by an auditor of The Children's Trust's choosing and at The Children's Trust's expense.

9. Program Metrics (NOT APPLICABLE TO THIS CONTRACT)

Provider agrees to permit The Children's Trust personnel or The Children's Trust contracted agents/consultants to perform site visits, both scheduled and/or unscheduled site visits, reviews and evaluations of the program which is the subject of this Contract, including any subcontracts under this Contract.

Provider shall permit The Children's Trust or contracted agents to conduct, client interviews, client assessment surveys, fiscal/administrative review and other assessments deemed reasonably necessary at the sole discretion of The Children's Trust. Program Metrics reports, which provides real time data can be accessed through Trust Central. Administrative or Fiscal findings will be discussed with Provider and, in accordance with specifications provided by The Children's Trust, Provider will remedy all deficiencies cited in the report from Trust Central as described in **Section I: Breach of Contract and Remedies**.

10. Client Records**School-Based Health Providers only**

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

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

All other Providers

Provider shall enter all information, required by **Attachment A: Scope of Services and Attachment C: Data Requirements and Program Metrics**, directly in Trust Central or any other electronic data reporting system required by The Children's Trust. If the Provider chooses to maintain physical records for participants, Provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

All Providers**Safeguards of Electronic Protected Health Information (ePHI)**

The Children's Trust and Provider agree to use appropriate safeguards to prevent use or disclosure of protected health

information (PHI), covered under (HIPAA) that is produced, saved, transferred or received in an electronic form. The Parties shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of their respective operations. Provider maintains that it will use appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI and ePHI that are created, received, maintained, or transmitted.

11. Internal Documentation/Records Retention

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

12. Confidentiality

Provider and The Children's Trust understand that during the course of performing the Services hereunder, each party may have access to certain information or records of the other party that are specifically designated as "confidential" or "exempt" from Florida's Public Records laws, pursuant to state or federal laws or regulations, such as social security numbers, financial account numbers, credit card numbers, or biometric identification information. The Parties shall protect such confidential and/or exempt information and comply with applicable federal and state laws on confidentiality, and engage in measures to prevent unauthorized use, dissemination, or publication of this confidential information regardless of the source of such information. Any confidential information must be clearly marked as such.

13. Data Security Obligation

A. Standard of Care

1. Provider acknowledges and agrees that, in the course of its Contract with The Children's Trust, Provider may, directly or indirectly, receive or have access to Personal Identifiable Information (PII).

PII is defined as an individual's (i) government-issued identification number (including, without limitation, social security number, driver's license number or state-issued identified number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; or (iii) biometric or health data or any of the following.

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.
6. User name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

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

Provider shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use and disclosure of such PII, and shall be responsible for the unauthorized collection, receipt,

transmission, access, storage, disposal, use and disclosure of PII under its control or in its possession. Furthermore, Provider shall be responsible for the actions and omissions of its employees and subcontractors who are authorized to access PII for obligations under this Contract (Authorized Persons) as if they were Provider's own actions and omission. Prior to being given access to PII, Provider shall ensure that Authorized Persons are bound in writing by confidentiality obligations to protect PII in accordance with the terms and conditions of this Contract.

2. All data collected on behalf of The Children's Trust is deemed to be property of The Children's Trust and is not property of Provider.

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

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

B. Personal Identifiable Information Security

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

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

1. Encrypting, securing or modifying such PII by any method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
2. Limiting access of PII to Authorized Persons.
3. Securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.
4. Implementing network, device application, database, and platform security.
5. Securing information transmission, storage, and disposal; and implementing authentication and access controls within media, applications, operating systems and equipment.
6. Encrypting PII stored on any mobile media.
7. Encrypting PII transmitted over public or wireless networks.
8. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law, as required by The Children's Trust from time to time.
9. Providing written copies of appropriate privacy and information security training to Provider's employees, as required by and to The Children's Trust.
10. Purchasing and maintaining cyber insurance coverage, in accordance with Section K. 7.
11. Provider shall dispose, or arrange for the disposal, of customer records that contain PII within its custody or control when the records are no longer required to be retained pursuant to Sections H and O. Such disposal shall involve shredding, erasing or otherwise modifying PII in its control or possession to make it unreadable or undecipherable.
12. During the term of each Authorized Person's employment by Provider, Provider shall at all times cause such Authorized Persons to abide strictly by Provider's obligations under this Contract. Provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of PII by any of Provider's officers, directors, partners, principals, employees, agents or contractors. Upon The Children's Trust's request, Provider shall promptly identify all Authorized Persons as of the date of such request to The Children's Trust in writing.
13. 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

PII; (ii) all network connections including remote access and wireless connectivity; (iii) all access control devices, such as (solely by way of example) firewalls, packet filters, intrusion detection and access-list routers; (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

C. Security Breach Procedures

For purposes of this Contract, "Security Breach" is defined as unauthorized access of data in electronic form containing PII or a breach or alleged breach of this Contract relating to such privacy practices. Good faith access of PII by an employee or agent of the covered entity shall not constitute a breach of security under this Contract, so long as the information is not used for a purpose unrelated to the business of The Children's Trust, or as a result of any other unauthorized use. **In the event of a Security Breach, Provider shall:**

1. Notify The Children's Trust of a Security Breach immediately, but not later than forty-eight (48) hours, after Provider becomes aware of it by emailing The Children's Trust with a read receipt at datasecurity@thechildrenstrust.org; and with a copy of such email to Provider's program manager at The Children's Trust. The notice shall include, at a minimum: (1) the date, estimated date, or estimated date range of the Security Breach; and (2) a description of the PII that was accessed or reasonably believed to have been accessed as a part of the Security Breach.
2. To the extent legally permissible, confer with The Children's Trust prior to informing any third party of any Security Breach related to this Contract. Provider and The Children's Trust shall communicate regarding: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law regulation, or otherwise; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
3. Take steps to immediately remedy any Security Breach and prevent any further Security Breach at Provider's expense in accordance with applicable privacy rights, laws, regulations and standards, or as otherwise required by The Children's Trust at its sole and absolute discretion.

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

P. AMENDMENTS

Any amendment to this Contract, shall only be valid when it has been reduced to writing, duly approved and signed by both Parties.

Q. GOVERNING LAW AND VENUE

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

R. STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS

Level 2 background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted from those agencies that already conduct business with either the Florida Department of Children and Families (DCF), the Florida Department of Juvenile Justice (DJJ) or (M-DCPS).

In addition:

1. Provider shall complete **Attachment E-1: Affidavit for Level 2 Background Screenings**. The affidavit shall cover employees, volunteers and subcontractors performing services under this Contract who are required to complete a Level 2 background screening as defined in this section.
2. Provider shall complete **Attachment E-2: Child Care Affidavit of Good Moral Character, Attachment E-3: Child Abuse & Neglect Reporting Requirements** and **Attachment E-4: Background Screening & Personnel File Requirements**.
3. Provider shall maintain **Attachment E-1: Affidavit for Level 2 Background Screenings, Attachment E-2: Child Care Attestation of Good Moral Character, Attachment E-3: Child Abuse & Neglect Reporting Requirements** and **Attachment E-4: Background Screening & Personnel File Requirements**, in Provider's personnel, volunteer, and subcontractor files.
4. Provider shall ensure that all employees, volunteers and/or subcontractors complete Level 2 background screening no later than every five (5) years.

To ensure that none of its employees are identified on the Dru Sjodin National Sex Offender Public Website (NSOPW), Provider is required to review said site annually, at minimum. If a Provider's employee is on the list, the employee must be removed from The Children's Trust funded program immediately.

School-Based Health Providers only

All school staff members or sub-contracted agency personnel assigned to work at a site where they have access to children (under 18 years of age) must satisfy Level 2 background screening requirements and comply with all necessary school procedures prior to commencing services within M-DCPS or doing any work for The Children's Trust related to this Contract. Pursuant to section 1012.32, Florida Statutes, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, have direct contact with students or have access to or control of school funds must meet Level 2 background screening requirements.

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

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

All Other Providers

Subject to the provisions, limitations and exceptions of all relevant statutory provisions, including sections 1012.465 and 1012.468, Florida Statutes, all employees, volunteers and subcontracted personnel who work in direct contact with children or who may come into direct contact with children at the site in question must complete a Level 2 background screening and comply with the requirements thereto prior to commencing work pursuant to this Contract. This requirement applies to all volunteers who provide more than ten (10) hours of service in any given calendar year to children, youth and their families. Occasional or transient repair or maintenance persons, vendor representatives, contractors or subcontractors who have not completed a Level 2 background screening and appear on the site should be escorted to their work areas and supervised for the entire time they are present on the site by a member of Provider's staff who has satisfactorily completed a Level 2 background screening.

S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES

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

T. REGULATORY COMPLIANCE

1. Nondiscrimination and Civil Rights

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

Provider shall have standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves an individual's dignity.

Additionally, Provider agrees to abide by chapter 11A of the Code of Miami-Dade County, 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. section 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. section 12101 et seq., as amended, which, among other things, prohibits discrimination in employment and public accommodations, and by local governments on the basis of disability.

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

2. Verification of Employment Eligibility (E-Verify)

Provider is obligated to comply with the provisions of section 448.095, Florida Statutes, titled "Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify

System to verify the employment eligibility of all newly hired employees by Provider effective, January 1, 2021, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with any individual who is not authorized under federal law to be employed in the United States. Provider must verify work status using E-Verify within (3) business days of date of hire. If The Children's Trust has a good faith belief that a Provider has knowingly violated section 448.09(1), Florida Statutes, The Children's Trust shall terminate its Agreement with the Provider and will not enter into another Agreement or contract with Provider for at least one year after the termination date of the Agreement. This grounds for termination is not considered a breach of this Agreement. If The Trust has a good faith belief that a Provider's subcontractor knowingly violated section 448.09(1), Florida Statutes, but the Provider has otherwise complied section 448.09 and 448.095, the Children's Trust shall promptly notify the Provider and order the Provider to immediately terminate the subcontract. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and the Provider may be liable for any additional costs incurred by The Children's Trust resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Provider, the Provider may not be awarded a contract with The Children's Trust for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>), and retain the I-9 Forms for inspection.

3. Public Entities Crime Act

Provider will not violate the Public Entities Crimes Act, section 287.133, Florida Statutes, which applies to a person or affiliate who is a Provider, consultant or other direct service provider and who has been placed on the convicted vendor list following a conviction for a public entity crime. Such person or affiliate may not: (a) submit a bid on a Contract to provide any goods or services; (b) submit a bid for the construction or repair of a public building or public work; (c) submit bids on leases of real property; (d) be awarded or perform work as a Provider supplier, subcontractor or consultant; and (e) transact any business in excess of the threshold amount provided in section 287.017, Florida Statutes, for certain statutorily defined purchases for a period of 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.

4. Conflict of Interest

Provider represents that the execution of this Contract does not violate Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance or Chapter 112, Part III, Florida Statutes, as amended, which are incorporated by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder. (Refer to [http://ethics.miamidade.gov/library/2016-publications-rqo/sec%202%2011-1 conflict of interest and code of ethics ordinance jan16.pdf](http://ethics.miamidade.gov/library/2016-publications-rqo/sec%202%2011-1%20conflict%20of%20interest%20and%20code%20of%20ethics%20ordinance%20jan16.pdf)). In addition, Provider agrees to:

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

5. Compliance with Sarbanes-Oxley Act of 2002

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

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

6. 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.

7. Incident Reporting

An incident is defined as any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a child participating in the program. Reportable incidents include, but are not limited to, allegations of abuse, neglect or exploitation of a child; injury of a participant; missing child or abandoned child; loss of property use for the program; or destruction of property used in the program. Incident definitions can be found on the sample incident report form located on The Children's Trust website.

Provider and its employees are mandated to immediately report knowledge or reasonable suspicion of abuse, neglect or abandonment of a child, aged person or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (800.962.2873), as required by Chapters 39 and 415, Florida Statutes.

Provider shall notify the program manager of any incident as defined within three (3) calendar days after Provider is informed of such incident. The notification must be in writing and include a copy of the incident report. The report must contain the following:

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

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

8. Sexual Harassment

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

9. Proof of Policies

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

10. Mandatory Disclosure

Provider shall disclose to The Children's Trust all administrative proceedings, active investigations and legal actions (collectively referred to as "Actions") that it is a party to related to any program funded by The Children's Trust upon becoming aware of any such Actions including, but not limited to, financial fraud, misuse of funds, child abuse, data breach, or of confidentiality violations that may lead to potential civil or criminal liability. To the extent feasible, the Provider shall notify its assigned program manager within twenty-one (21) days of the Provider becoming aware of such Actions. Failure to comply with this requirement could be deemed a material breach of this Contract, as determined at the sole discretion of The Children's Trust. Additionally, The Children's Trust, at its sole discretion, will determine whether such Actions could have an adverse impact on the Provider's ability to deliver the contractual services and whether to terminate this Contract.

U. CONSENT

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

Additionally, prior to taking or using still photographs, digital photographs, motion pictures, television transmissions and/or videotaped recordings of participants, Provider shall ask participants to sign a voluntary Authorization for Photograph/Video form located on The Children's Trust's website. The form is produced in English, Spanish and Haitian Creole and shall be made available to Provider. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form.

V. PROGRAMMATIC DATA REPORTING

Demographic and service information on program participants will be provided to The Children's Trust. Provider agrees to comply and participate in any data collection reporting, including participant data as required by The Children's Trust and described in **Attachment C: Data Requirements and Program Progress Metrics**, subject to confidentiality requirements. In addition, Provider agrees to furnish The Children's Trust with complete and accurate reports in the timeframe and format to be **reasonably** specified by The Children's Trust, and as described in **Attachments A: Scope of Services** and **C: Data Requirements and Program Progress Metrics**.

W. MARKETING & PUBLICITY

Provider shall publicize that it has been awarded funding by The Children's Trust. Good quality photos/video increase the chances that a news media outlet will promote the story. Said news/press release, and multi-media material, must be submitted to The Children's Trust Communications Department (communicationscompliance@thechildrenstrust.org) for approval prior to distribution.

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

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

English:

[Provider Program Name] is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

Español:

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

Kreyol:

Se Children's Trust ki finanse**[Pwogram Sa-a]**. Children's Trust se yon sous finansman elektè Miyami-Dade te kreye nan yon referandòm. Finansman sa a dedye pou pwogram k'ap amelyore lavi ti moun ak fanmi yo.

Note: In cases where funding by The Children's Trust represents only a percentage of Provider's overall funding, the above language can be altered to read "**[Provider Program Name]** is funded in part by The Children's Trust..." OR "El **[Provider Program Name]** está financiado en parte por The Children's Trust..." OR "Se Children's Trust ki finance yon pati nan**[Pwogram Sa-a]**..."

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

Provider, when appropriate, shall promote with the families and community they serve other Trust funded initiatives that include, but are not limited to, The Children's Trust Book Club and the Parent Club.

1. COMMUNICATION WITH MEDIA/NEWS OUTLETS

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

2. VIDEO

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

3. SOCIAL MEDIA

Providers that maintain social media accounts are encouraged to:

- a. Post an update on its social media accounts (e.g., Facebook, Twitter, Instagram, etc.) announcing it has been awarded a funding Contract by The Children's Trust, and tag The Children's Trust's profile on those social media networks. If The Trust does not have a profile on a particular social media network, the post should link back to www.thechildrenstrust.org.

- b. State it is funded by The Children's Trust on all of its social media networks' "About" sections.
- c. Tag and/or mention The Children's Trust on all posts related to services, activities and events funded by this Contract.
- d. List The Children's Trust's fan page under "Liked by This Page" on its Facebook page (if Provider maintains a Facebook page).
- e. Follow The Children's Trust Facebook, Twitter, Instagram, LinkedIn, YouTube and Pinterest accounts (if Provider maintains an account on any of these social media platforms).
- f. Please make sure to have a signed photo/video release form from the child/minor parent(s)/guardian(s), in case you plan to share these on social media, videos or any other form of marketing materials.

4. PRINTED MATERIALS

Provider shall ensure that any and all printed materials it creates for program services, activities and events funded by this Contract, including, but not limited to, newsletters, press releases, brochures, fliers, advertisements, signs/banners, letters to program participants and/or their parents/guardians, or any other materials released to the media or general public, shall state that these program services, activities and events are funded by The Children's Trust and

- a. shall also employ the use of the appropriate The Children's Trust logo.
- b. Proofs of all printed material referenced herein must be submitted to The Children's Trust Communications Department (communicationscompliance@thechildrenstrust.org) for approval prior to production/printing and release/distribution.
- c. Provider agrees to deliver to The Children's Trust, without charge, at least three (3) copies of any and all printed materials it creates for program services, activities and events funded by this Contract.
- d. Provider agrees that The Children's Trust will have use of copyrighted materials developed under this Contract to the extent provided in, and subject to, the provisions of **Sections F: Intellectual Property and Rights to Developed Materials** and **H: Intellectual Property Licensing Fees and Costs**.

5. TERMINATION OF CONTRACT

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

X. MISCELLANEOUS

1. HEADINGS, USE OF SINGULAR AND GENDER

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

2. NO THIRD PARTIES

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

Y. JOINT PREPARATION

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

Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS

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

Attachment A: Scope of Services

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

Attachment B-1: Payment Structure, if applicable

Attachment C: Data Requirements and Program Metrics

Attachment D: Program-Specific Audit Requirements

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

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

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

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

Attachment F: Additional Insurance Requirements, if applicable

Attachment G: Other Matters, if applicable

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the

Parties. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Miami Dade County

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

By:

By:

(signature of Authorized Representative)

(signature)

James R. Haj

President and CEO

Date:

Date:

Provider Federal ID# 59-6000573

Provider Vendor ID# MIAMI760

This Contract is not valid until signed by both Parties.

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

PROGRAM OVERVIEW

AGENCY SIGNER
Morris Copeland

INITIATIVE
Youth Enrichment, Employment and Supports

PROGRAM DESCRIPTION

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

The County, The Trust, and the South Florida Workforce Investment Board shall fund the Program and M-DCPS and the Foundation shall operate and provide in-kind services and support to the Program. Specifically, the Foundation shall manage the distribution of participant stipends through EdFed (formerly South Florida Educational Federal Credit Union), and contract with 54 instructional supervisors, two program assistants, and two program administrators. Instructional Supervisors shall interact with Interns, provide guidance, assist in resolving problems, and ensure interns' success in the Program. Further, instructional supervisors shall have a minimum of two contacts with each Intern over the five-week Program and serve as liaisons to develop and maintain positive relationships with internship providers, educational professionals, and other organizations to ensure the success of the Program. Additionally, M-DCPS shall provide in-kind support for a Program Administrator for the duration of the Program. This individual will lead efforts in disseminating Program information to schools, businesses, and parents participating in the Program.

During the summer of 2021, 2,819 students applied to participate in the SYIP of which 2,338 interns worked at 655 participating employers and completed Programs. Using data from the 2020 Program, a maximum of 2,700 youth are expected to be funded by the Partners in the 2022 SYIP. Said youth will be recruited through Miami-Dade County Public Schools for enrollment in the SYIP. Reasonable efforts will be made to enroll an equal number of youth, approximately 100, from each county commission district. Interns will work approximately 30 hours per week for a maximum of one-hundred fifty (150) hours for the duration of the Program and receive a stipend of \$1,500.00 over a period of five (5) weeks with two payments of \$750. In addition to receiving a stipend, interns earn a high school course credit and may be given the opportunity to earn college credits. Additionally, the Program shall maintain an Intern to staff ratio of 1:50 for typically developing youth and 1:10 ratio for youth with disabilities.

CONTRACT TIMEFRAME
School Year^Summer

PROGRAM NAME
Summer Youth Internship Program

PROGRAM ACTIVITIES

Activity	Description	Participants	Sessions	Deliverable(s)

Name: Insurance Verification Activity Name in SAMIS: Other (Group-Based) EBP: Type: 3 Required/Additional: Required Timeframe: Summer	Activity Description: All interns are required to have voluntary student accident insurance prior to the start of the internship. M-DCPS shall verify whether an intern has the appropriate insurance. If an intern does not have insurance, M-DCPS may utilize funding provided in the budget to pay for an intern's insurance. This insurance covers school-based activities, including summer programs. M-DCPS shall disseminate this information to parents and potential interns during the Parent Information Sessions.	Number of Families: Number of Parents: Number of Children/Youth: Percentage CWD: Number of Others:	Number of Sessions Offered: Required Number of Sessions:	Number of Deliverables: 1 Deliverable Type: Insurance premiums paid with SYIP funds by Miami-Dade County Public Schools shall be included in the Final Report.
Name: Outreach and Public Awareness Campaign Activity Name in SAMIS: Other (Group-Based) EBP: Type: 3 Required/Additional: Required Timeframe: School Year	Activity Description: M-DCPS and the Foundation agree that all marketing and publicity efforts, services, and events funded by this Agreement shall recognize the County, The Children's Trust and South Florida Workforce This includes all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures,	Number of Families: Number of Parents: Number of Children/Youth: Percentage CWD: Number of Others:	Number of Sessions Offered: Required Number of Sessions:	Number of Deliverables: 1 Deliverable Type: Marketing and outreach campaign to inform the community, students and parents about the Summer Youth Internship Program. Multiple publicity and outreach events occur at the community and school level.

news releases, media packages, promotions, and stationeries. The use of the County's, The Children's Trust's, and South Florida Workforce Investment Board's logos is permissible. M-DCPS and the Foundation shall use their best efforts to ensure that all media representatives, when inquiring about the activities under this Agreement, are informed that the County, The Children's Trust, and South Florida Workforce Investment Board are funding sources.

The Children's Trust and the South Florida Workforce Investment Board are partners in the collaborative effort to implement the Summer Youth Internship Program. M-DCPS shall promote SYIP Program within all high schools by:

1. Using Instagram or Twitter accounts, as may be applicable, to notify students about the Program and provide recruitment and enrollment information.
2. Using print and broadcast

media public
relations
opportunities
to recruit and
enroll
participants to
the Program;
and

3. Making virtual
community
presentations
(Beacon
Council, etc.)
to encourage
participation
by local
businesses.
4. Using e-mail,
social media
platforms and
other on-line
platforms for
outreach
efforts.

Information pertaining
to student enrollment
shall be provided in
an interim report and
final report.

Specifically, these
reports shall include:

(1) a description of
the outreach efforts
made at each school;
(2) the number of
students from each
school that applied to
the Program; (3) the
number of students
selected from each
school; (4) the
number of students
participating in the
program who are in a
magnet program,
academy or other
educational or
vocational program
and the identity of
same; and (5) the
number of students

participating in the program who receive free or reduced priced meals. Demographics, enrollment criteria and other relevant data as reflected and required herein will be collected and reported as defined and provided in ***Additional Scope Details.***

Name: Internship Provider Screening and Information Session Activity Name in SAMIS: Other (Group-Based) EBP: N/A Type: 3 Required/Additional: Required Timeframe: Summer	Activity Description: Internship providers are required to register and enroll through https://miami.getmyinterns.org/. This online resource allows M-DCPS personnel to screen potential internship providers. After the screening process and selection to participate in the Program, an information session will be held to brief internship providers on the Program including expectations, anticipated outcomes, student stipends, timeline, course assignments, accessing Miami.getmyinterns.org, satisfaction survey and intern performance evaluations. Once approved, using information provided by the youth and M-DCPS personnel, internship providers will be able to screen, interview and select Program participants for internship opportunities.	Number of Families: Number of Parents: 0 Number of Children/Youth: 0 Percentage CWD: Number of Others: 200	Number of Sessions Offered: 1 Required Number of Sessions:	Number of Deliverables: 1 Deliverable Type: Briefing on SYIP expectations and anticipated outcomes, these session may be offered virtually or in-person
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Name: High School Course Credit Activity Name in SAMIS: Other (Group-Based) EBP: Type: 3 Required/Additional: Required Timeframe: Summer	Activity Description: During the five week internship, interns are assigned academic work that is reviewed and approved by Instructional Supervisors. Upon successful completion of all required components high school course credit is issued.	Number of Families: Number of Parents: Number of Children/Youth: Percentage CWD: Number of Others:	Number of Sessions Offered: Required Number of Sessions:	Number of Deliverables: 1 Deliverable Type: High school course credit, which shall be included in the final report.
Name: Intern Screening and Application Activity Name in SAMIS: Other (Group-Based) EBP: Type: 3 Required/Additional: Required Timeframe: School Year	Activity Description: Youth recruited for the SYIP will be directed to sign up for the internship selection pool using https://miami.getmyinterns.org/ . This online resource allows for the universal screening of all potential applicants. All youth must reside in Miami-Dade County and must be eligible to work in the United States. Interns are expected to commit for the duration of the entire Program and complete all required academic course work.	Number of Families: Number of Parents: Number of Children/Youth: Percentage CWD: Number of Others:	Number of Sessions Offered: Required Number of Sessions: 0	Number of Deliverables: 4000 Deliverable Type: Data for the 2022 Program was extrapolated from performance data from the 2021 Program.
Name: Interns Stipend Disbursements Activity Name in SAMIS: Other (Group-Based) EBP: Type: 3 Required/Additional: Required	Activity Description: Each Intern: 1. is eligible to receive up to \$1,500.00 for participation in the Program for its duration; 2. is required to report to the	Number of Families: Number of Parents: Number of Children/Youth: Percentage CWD: Number of Others:	Number of Sessions Offered: Required Number of Sessions:	Number of Deliverables: 3 Deliverable Type: Stipends are paid in 2 payments. In total, each intern is eligible to receive up to \$1,500.00.

Timeframe: Summer

internship assignment up to 40 hours per week; and

3. must meet specific educational requirements during the summer.

Interns are eligible to receive two payments of \$750 each. These funds are distributed via direct deposit through collaboration between EdFed - Educational Federal Credit Union and the Foundation. The EdFed account must be opened no later than May 28, 2022 or the stipend could be delayed. M-DCPS will compile and maintain a list for each funding source that will display all the interns supported by said funding source. The Foundation will use these lists when transmitting stipend payment information to EdFed to ensure proper allocation across funding streams.

Depending on duration and scheduling of program, the aforementioned payments may be combined and replaced with a single stipend payment of \$1,500.00.

M-DCPS shall be responsible for assessing whether said

	requirements have been satisfied.			
Name: Parent Internship Information Sessions Activity Name in SAMIS: Other (Group-Based) EBP: N/A Type: 3 Required/Additional: Required Timeframe: School Year	Activity Description: The Foundation shall offer a minimum of four parent information sessions, inclusive of on-line sessions, for the parents/guardians of potential interns. These sessions provide an overview of the SYIP, outlines Program requirements and expectations of the interns upon selection, which includes intern stipend amount, EdFed bank account information, pre-internship course, Program schedule and assignments, accessing Miami.getmyinterns.org , and accessing and using the M-DCPS Student Portal. During these sessions, internship providers may also be present to conduct internship placement interviews.	Number of Families: Number of Parents: Number of Children/Youth: Percentage CWD: Number of Others:	Number of Sessions Offered: Required Number of Sessions:	Number of Deliverables: 4 Deliverable Type: Up to 6 Parent Information Sessions, these sessions may be offered virtually or in person.
Name: Intern Recruitment Activity Name in SAMIS: EBP: Type: 3 Required/Additional: Required	Activity Description: As further provided herein, M-DCPS agrees to employ uniform recruitment efforts and employment opportunities. To that end, M-DCPS shall employ identical recruitment efforts and utilize the same type of advertisement at every	Number of Families: Number of Parents: Number of Children/Youth: Percentage CWD: Number of Others:	Number of Sessions Offered: Required Number of Sessions:	Number of Deliverables: 4000 Deliverable Type: Rising tenth through twelfth grade students that attend a Miami-Dade County Public school.

Timeframe: Summer	M-DCPS school that serves eligible youth. M-DCPS shall include information pertaining to student enrollment in the interim report and final report. Specifically, the reports shall include: (1) a description of the outreach efforts made at each school; (2) the number of students from each school that applied to the Program; (3) the number of students selected from each school; (4) the number of students participating in the program who are in a magnet program, academy or other educational or vocational program and the identity of same; and (5) the number of students participating in the program who receive free or reduced priced meals. Demographics, enrollment criteria and other relevant data as reflected and required herein will be collected and reported as defined and provided in <i>Additional Scope Details.</i>			
Name:Coronavirus Considerations (COVID-19) Activity Name in SAMIS: EBP: Type: 3 Required/Additional:	Activity Description: The Partners recognized that the coronavirus disease 2019 (COVID-19) pandemic affected the SYIP's operation during the summer of 2020. However, in light of the significant positive impact the Program has	Number of Families: Number of Parents: Number of Children/Youth: Percentage CWD: Number of Others:	Number of Sessions Offered: Required Number of Sessions:	Number of Deliverables: 1 Deliverable Type: July 1, 2022 through August 5, 2022

Required

Timeframe: Summer

on student participants and the community, the Partners aggressively planned for its continued operation. In its fifth year of operation, the Summer Youth Internship Program in 2021 continued to serve the community despite the current pandemic challenges with COVID-19. Contingency plans were created allowing for adaption to CDC and local municipality guidelines. The Trust, County, the South Florida Workforce Investment Board, EdFed and the Foundation, collaborated to provide a meaningful paid summer internship opportunity for youth across Miami Dade County. Most internships were completed using web-based platforms in a project-based work environment. In 2022, internships are anticipated to be a mixture of in-person and remote work.

TARGET POPULATION

TARGET POPULATION DESCRIPTION

Youth between the ages of 15 and 18 who are currently enrolled in Miami-Dade County Public Schools and reside in Miami-Dade County shall be recruited for participation in the Program. The Program shall be open to the general student population. Students in magnet programs, academies or other educational or vocational programs shall not be given preferential treatment for enrollment in or notice of the Program. A minimum of 40 percent of the Program slots funded by the County under this Agreement shall be filled by children receiving free or reduced-priced meals. In addition, recruitment efforts will place an emphasis on at-risk youth, who for purposes of the SYIP are defined as, but not limited to,

English language learners, and youth who are truant. For purposes of this Agreement, a youth is considered truant if the youth has accrued in excess of twenty unexcused absences during the school year. Other targeted/priority populations include youth currently in the foster care system and youth, up to age 22, who are transitioning out of the foster care system, and Exceptional Education Students (ESE) students with an extended diploma option. Additionally, 10 percent of the interns will be youth with disabilities as defined in the Exceptional Student Education Policies and Procedures.

SERVICE SITES

Site Name and Address	Site Service Dates	Deliverables	Site Participants	Fees
Countywide (no address)	Timeframe: Summer Activity Type: Deliverable Number of Classrooms: 0 Service Dates: 3/1/2022 – 8/5/2022	Number of Deliverables: 2700 Type of Deliverable: Internships	Attendance-based participants and days: Number of Children/Youth: Number of Parents: Number of Families: Number of Others: Number of Days: Group-based participants and days: Number of Children/Youth: Number of Parents: Number of Families: Number of Others: Number of Days:	Attendance-based Activities: Registration Fee: \$ Program Fee: \$ Fee Frequency: Fee Description: Group Activities: Registration Fee: \$ Program Fee: \$ Fee Frequency: Fee Description:

PARTICIPANTS

Timeframe	Deliverables	Group-Based Activity: Participants	Attendance-Based Activity: Participants
School Year	Number of Deliverables: 0	Children/Youth: Parents: Families: 0 Others:	Children/Youth: Parents: Families: 0 Others:
Year-Round	Number of Deliverables: 0	Children/Youth: Parents: Families: Others:	Children/Youth: Parents: Families: Others:
Summer	Number of Deliverables: 2700	Children/Youth: Parents: Families: 0 Others:	Children/Youth: Parents: Families: 0 Others:

PARTNERS & SERVICE LINKAGE

Subcontractor or In-Kind	Partner Name	Associated Activity	Description of Role & Expertise
InKind	Miami Dade County Service End Date:		The County, The Trust and M-DCPS are partnering to provide a countywide summer youth internship program. M-DCPS and the Foundation shall operate the program and provide in-kind program support.
Subcontractor	Foundation for New Education Initiatives, Inc. Service End Date:	I-Other (Group-Based)Interns Stipend Disbursements	FNEI shall manage the distribution of intern stipends through EdFed and hire instructional supervisors and program administrators.
InKind	Miami-Dade County Public Schools Service End Date:	I-Other (Group-Based)Internship Provider Screening and Information Session^Outreach and Public Awareness Campaign^High School Course Credit^Internship Coaching^Intern Recruitment^Intern Screening and Application^Interns Stipend Disbursements^Parent Internship Information Sessions	Miami-Dade County (County), The Children's Trust (Trust), The School Board of Miami-Dade County, Florida (M-DCPS) and the Foundation for New Education Initiatives, Inc., (Foundation), a direct support organization providing financial support to M-DCPS, are partnering to provide a countywide summer youth internship program. M-DCPS and the Foundation shall operate the program and provide in-kind program support.
InKind	CAREER SOURCE FLORIDA, INC. Service End Date:		Through this partnership, CareerSource South Florida contracts with Miami-Dade County Public Schools and provides funding for up to 900 internships.

ADDITIONAL SCOPE DETAILS

SERVICES

Programmatic Data and Reporting Requirements

The School Board of Miami-Dade County, Florida (M-DCPS) and/or the Foundation for New Education Initiatives, Inc., (Foundation), shall submit to Miami-Dade County (County) and The Children's Trust (The Trust) reports on intern

demographic, aggregate attendance, and aggregate intern outcome as outlined below. Reporting includes submission of quantity, quality, outcomes and narrative reports.

Progress Reports. The Foundation shall furnish the County, and The Children's Trust and South Florida Workforce Investment Board d/b/a CareerSource South Florida with one written interim and one final progress report on the achievement of the Program's goals and expenditure of all Program funds as outlined in the Scope of Services (Attachment A) and/or Budget (Attachment B). 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. The final progress report shall be due September 30th.

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

In addition to the aforementioned and reports outlined below, the Parties shall conduct weekly programmatic calls between March and August.

Weekly Activity Reports
Activity Report Due Dates: 1. April: 1,8,15,22,29 2. May: 6,13,20,27 3. June: 3,10,17,24 Rolling Information to be Reported: 1. Intern demographics (excluding geocoded data to be presented in final report) (1) 2. # of assessments administered (Odysseyware) 3. # Interns applied/placed by school/% free reduced applied/placed 4. # of internship providers/#approved/ # of dual enrollment interns 5. # of intern insurance purchased 6. # of intern with Credit Union account /#champions trained by school 7. # Internship providers and name requesting more than 10 interns 8. School outreach and participation report (2) 9. The number of credit union accounts opened
Interim Report - Estimated Due Date: July 19, 2022 • Narrative Report – Narrative of successes, challenges, opportunities, lessons-learned, etc. • Interns Demographics (exclude geo-mapping) (1) • School Outreach and Participation (2) • Measures of quantity (3) • Enrolled/completed Odysseyware
FINAL Report - Due Date: September 30, 2022

- Narrative Report - Narrative of successes, challenges, opportunities, lessons-learned, etc. – that is inclusive of Executive Summary that details:
- Key Highlights
- Internship Providers
- Interns Demographics (1)
- Measures of quantity (3)
- Measures of quality – Performance Measures (4)
- Outcome testing and results (5)

Additionally, Final Report shall include:

- The number of interns who completed the program
- Completion rate
- The number of interns who applied
- The number of interns doing dual enrollment
- The number of participating employers
- The number of community service hours worked
- Student count by county commission and school board districts
- Employer count by county commission and school board districts
- Banking information from EdFed inclusive of number of new accounts, total number of active accounts, and total average balance.

(1) INTERN DEMOGRAPHIC INFORMATION: Intern demographics reports must include, at a minimum, the following:

- Zip code of intern's residence
- Commission district of intern residence
- Gender
- Age
- Race (American Indian or Alaskan Native, Asian, Black or African American, Pacific Islander, White, Other, Unknown)
- Ethnicity and nationality (Hispanic, Haitian, Other, Unknown)
- Current Grade
- Current School
- Risk factor enrollment criteria as defined in Attachment A under Intern Recruitment (free/reduced lunch status, foster care, English language learners, truancy, youth with disabilities)

(2) SCHOOL OUTREACH AND PARTICIPATION: reports must include, at a minimum, the following:

- Identify all schools that interns participating in the Program attended during the 2021 -2022 school year.
- # of interns from each commission district in Miami-Dade County who participated in the Program.
- # of interns from each school who participated in the Program.
- Outreach efforts made at each school
- The number of interns who applied by school
- The number of interns selected by school
- The number of interns enrolled in a magnet, academy or other educational/vocational program

- The number of interns who qualify for free reduced lunch
- The number of interns completing pre-internship work readiness
- The number of parent information sessions with attendance
- The number of employer information sessions

(3) MEASURE OF QUANTITY – “How much will we do?” The Foundation, M-DCPS or both shall report the following performance quantity measures to the County:

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

4) MEASURE OF QUALITY: “How well will we do it?”. The Foundation, M-DCPS or both shall report the following performance quality measures to the County and The Trust.

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

Expenditure Reporting Requirements

EXPENDITURE REPORT

A. The Foundation shall maintain an accounting of the expenditures of the Summer Youth Internship Program funds and shall return to the County any funds not expended by December 31, 2022. Any unearned funds paid to the Foundation shall be returned to the County no later than 45 days from the end date of this agreement. The Foundation shall report the following compensation measures for each program intern to the County and The Trust:

1. Identity of all program interns
2. # of internship experience hours per program intern
3. Stipend distributed to each program intern
4. Total compensation (stipends) for each Program intern
5. Identity program interns insured with student accident insurance and invoice and proof of payment for student accident insurance

B. The Foundation shall report the following compensation measures for instructional supervisors, administrative staff, independent contractors and all other positions funded by the program to the County:

1. Identity of all instructional supervisors, administrative staff, independent contractors and other positions funded by the program
2. # of hours worked by all instructional supervisors, administrative staff, independent contractors and other positions funded by the program
3. Rate of pay for all instructional supervisors, administrative staff, independent contractors and other positions funded by the Program
4. Total compensation for all instructional supervisors, administrative staff, independent contractors and other positions funded by the Program

C. The Foundation shall report to the County all other direct costs and expenditures wherein Program funds were utilized, including, but not limited to, the following:

1. Detailed information describing, invoices for costs and/or expenses and proof of payment for parent orientation sessions
2. Detailed information describing, invoices for costs and/or expenses and proof of payment for Internship Provider orientation sessions
3. Detailed information describing, invoices and/or expenses and proof of payment for end of program celebration
4. Contract, invoice and proof of payment for SYIP stipend/wage administration



II.

FOR PHOTOGRAPHY/VIDEO

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

I hereby:

consent and authorize

or

do not consent and authorize

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

 Signature of Parent or Guardian

 Signature of Witness

 Date

 Date

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

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

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

3150 SW 3rd Avenue, 8th Floor Miami, FL 33129

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

www.thechildrenstrust.org

OUTCOMES

(5) OUTCOMES: "Is Anyone Better Off?" The Foundation, M-DCPS or both shall report the following performance quality measures to the County and The Trust.

Outcome and Target %	Interns to be Measured	Data Source / Measurement Tool	Meaningful Improvement	Timing
85% of youth improve employability skills	Youth*	Online Internship Program Competency Tool	Interns will meet the outcome with a course pass rate of 70% or higher	Multiple lessons will be completed throughout the program but course will be completed before program end date
85% of youth earn high school academic credit	Youth*	Miami-Dade County Public Schools Grade Book	Interns will meet the outcome with a course pass rate of 70% or higher	At completion of Program

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

DELIVERABLES/IMPLEMENTATION TIMELINE

Estimated Program Implementation Timeline

Month	Activity(ies)
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March 2022	SYIP launch https://miami.getmyinterns.org/ for internship providers on March 1 and open for students to sign up on March 31.
March 2022	Internship providers and program staff (instructional supervisors, program administrators and program assistants) are recruited.
May 2022	Parent information sessions to be conducted.
May 29, 2022	Last day student applications to the Program are accepted.
May 2022	Potential interns attended information sessions.
June 2022	Internship provider information/training sessions to be conducted.
May/June/July 2022	Intern interviews and placements, instructional supervisor assignments and insurance enrollment verification.
July 1, 2022	Summer Youth Internship Program Begins
August 7, 2022	End of Internship Experience. Program wrap-up, surveys and assignments.
September 30, 2022	Presentation of Survey and SYIP Program Outcomes

RESEARCH DESIGN

N/A

ADDITIONAL DATA REQUIREMENTS

STAFFING TABLE

Timeframe(s)	Position Title	Number of Positions	Position Minimum Qualifications	Related Program Responsibilities	Position Status: Classification, In Ratio, Supervision	Related Subcontractor Budget
School Year^Summer	Program Administrator Category : Program Management	1	Bachelor Degree or equivalent experience in program management.	Provides direction for the program's day to day operations, supervision, direction and guidance for staff, assures implementation of evidence based curriculum or program protocols with fidelity.	Classification: F In ratio: NO Supervision: YES	Foundation for New Education Initiatives, Inc.

Attachment F

School Year^Summer	Program Assistant Category : Administ rative Support/ Clerical/ Data Entry	2	A high school diploma or General Equivalency Diploma (GED).	Performs office duties of a routine nature that may involve a variety of tasks and work methods.	Classification: ProfSevc In ratio: NO Supervision: NO	Foundation for New Education Initiatives, Inc.
School Year^Summer	Program Administrator Category : Program Manage ment	2	Bachelor Degree or equivalent experience in program management.	Provides direction for the program's day to day operations, supervision, direction and guidance for staff, assures implementation of evidence based curriculum or program protocols with fidelity.	Classification: ProfSevc In ratio: NO Supervision: YES	Foundation for New Education Initiatives, Inc.
School Year^Summer	SPED Instructional Supervisors Category : Program Manage ment	21	Bachelor Degree or equivalent experience in program management.	Provides direction for the program's day to day operations, supervision, direction and guidance for staff, assures implementation of evidence based curriculum or program protocols with fidelity.	Classification: ProfSevc In ratio: YES Supervision: NO	Foundation for New Education Initiatives, Inc.
School Year^Summer	Champions Category : Support Staff	117	A high school diploma or General Equivalency Diploma (GED).	Performs other duties related to program delivery. May be responsible for a variety of assignments such as bus driver, cook, and maintenance worker, etc.	Classification: ProfSevc In ratio: NO Supervision: NO	Foundation for New Education Initiatives, Inc.
School Year^Summer	Instructional Supervisor Category : Program Manage ment	38	Bachelor Degree or equivalent experience in program management.	Provides direction for the program's day to day operations, supervision, direction and guidance for staff, assures implementation of evidence based curriculum or program protocols with fidelity.	Classification: ProfSevc In ratio: YES Supervision: NO	Foundation for New Education Initiatives, Inc.

NON-SERVICE OPTIONS

TERMS OF RENEWAL

GOVERNMENT ENTITY

INSURANCE REQUIREMENTS

FINANCIAL STATEMENT AUDIT

(NOT APPLICABLE TO THIS CONTRACT)

PROGRAM-SPECIFIC AUDIT

(NOT APPLICABLE TO THIS CONTRACT)

AUDIT EXTENSIONS

(NOT APPLICABLE TO THIS CONTRACT)

ENGAGEMENT LETTERS

(NOT APPLICABLE TO THIS CONTRACT)

CORE - PROGRAM METRICS

(NOT APPLICABLE TO THIS CONTRACT)

CLIENT RECORDS

STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS

CHILDREN WITH DISABILITIES AND THEIR FAMILIES

PROGRAMMATIC DATA REPORTING

LIST OF APPROVED CERTIFIED PUBLIC ACCOUNTING FIRMS

(NOT APPLICABLE TO THIS CONTRACT)

CONSENT

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

Budget amendments/revisions

Budget amendments/revisions require written approval from the designated Program Manager and The Children's Trust's Chief Financial Officer or their designees. Requests for budget amendments/revisions must be submitted to the Program Manager using Trust Central, 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 budget amendments/revisions must adjust for operational activity effective as of the previously billed period. Budget amendment/revision requests must be submitted sixty (60) days prior to the expiration of the Contract. Approved budget amendments/revisions will be incorporated into the Contract.

Invoice/ Request for Payment Requirements

Provider shall submit an invoice/request for payment, utilizing the format prescribed by The Children's Trust and in accordance with the approved budget or approved budget revision(s). This format may entail the electronic submission of an invoice/request for payment in the SAMIS module in accordance with the approved budget or budget amendments/revisions, paper invoice, spreadsheet, or other submission method. The Children's Trust will notify the Provider of the method of submittal. Invoices/request for payments not submitted in the SAMIS module shall be submitted by the Provider to The Children's Trust at: accountspayable@thechildrenstrust.org and to the Provider's Trust staff member assigned to this Contract. The invoice/request for payment must include The Children's Trust's issued Purchase Order number, agreement number, and a unique invoice number assigned by the Provider. Submissions to accountspayable@thechildrenstrust.org must contain only the invoice/request for payment and no additional correspondence. Attachments and other documentation included with the invoice/request for payment submitted to accountspayable@thechildrenstrust.org will render the invoice as being not properly submitted. The invoice/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) or when the deliverable was accepted by The Children's Trust. The Children's Trust will consider all invoices/request for payment 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 module. The Children's Trust agrees to reimburse Provider on a monthly basis, provided that the Contract utilizes a cost reimbursement method of payment. Any expense included on an invoice/request for payment relating to a reimbursement request that pertains to a check dated greater than two months prior to the invoice/request for payment will not be approved. The Children's Trust reserves the right to request any supporting documentation related to this Contract.

For the purpose of payment only, a subcontractor is defined as an independent agency or entity that has entered into an agreement with a Trust-funded provider to perform and oversee multiple components of the program service delivery as well as programs participants on behalf of that provider. If there are subcontractors to this Contract, and the invoices/request for payment are to be submitted using SAMIS, then Form D: Attestation of Payment must be uploaded to The Children's Trust's electronic system Document Repository no later than thirty (30) days after payment to subcontractor. If invoices/requests for payment are submitted using SAMIS, upon the close of this Contract, Provider is required to complete Form E: Close-out Attestation of Payment, which must be uploaded to The Children's Trust's electronic system Document Repository no later than thirty (30) days after payment to subcontractor. These forms may be downloaded from The Children's Trust's website.

A final invoice/request for payment (for the last month 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. The Children's Trust 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 of discovery of the event by the Provider or notification of overpayment by the Provider's independent CPA firm or The Children's Trust.

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

An invoice/request for payment will be deemed proper as defined by the Florida Prompt Payment Act, chapter 218, Part VII, Florida Statutes, if the request complies with the requirements set forth in this Contract and is submitted on the forms prescribed by The Children's Trust. Invoices/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. Upon receipt of Provider's properly submitted invoices/request for payment and/or other required documentation, The Children's Trust shall pay Provider in accordance with the Florida Prompt Payment Act.

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

Indirect Administrative Costs

In no event shall The Children's Trust fund indirect administrative costs in excess of 10 percent of the total Contract amount. "Indirect administrative costs" includes operational costs that support the performance of programmatic functions but are not directly incurred as a result of the program.

Match Requirement

When a specific solicitation or procurement require partial match funding, said funds should be reasonable, necessary, and/or required for the program. Match funding requirements may be satisfied with cash or in-kind contributions including non-federal cash dollars, donated items, and/ or services that are part of the overall cost of operating the program. Matching funds must originate from a funding source other than The Children's Trust.

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

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's direct deposit program. Payment may be withheld until such time enrollment is completed. The direct deposit program requires that all payments received from The Children's Trust are directly deposited into the Provider's designated bank account held in a financial institution located in the United States.

Cost Reimbursement Method of Payment

Where indicated herein or Attachment B1 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 herein, as well as based on the actual costs incurred. Provider will be paid in accordance with the approved budget, typically after expenses are incurred. Provider also agrees to pay its subcontractors, vendors and employees for the fulfillment of services provided on a timely basis. The Trust expects that Provider maintain sufficient funds in the amount of at least 15 percent of its operating budget. Adequate working capital is considered a best practice and is necessary when managing a cost reimbursement contract. Provider is expected to possess the funds necessary to cover initial program expenses, and then request reimbursement from The Trust.

Deliverable-Based Method of Payment

Where indicated herein or Attachment B1, the parties agree that this is a deliverable based Contract, and Provider will be paid based on acceptance by The Children's Trust of deliverables as outlined in Attachment A and the fee per deliverable as stated herein or Attachment B1. Provider will submit required reports and/or deliverables in accordance with the deliverable schedule set forth in Attachment B1 or in Attachment A if not included herein. If Provider fails to submit approved deliverables in accordance with the Contract, The Children's Trust may amend the Contract to reduce the amount of dollars representing the deliverables not provided. Any delay in amendment by The Children's Trust is not deemed a waiver of The Children's Trust's right to amend or seek reimbursement for deliverables not provided in accordance with the Contract.

Timely Payment by Provider

Provider also agrees to timely pay subcontractors, vendors, and employees for the fulfillment of services provided in this Contract. Every request by Provider for payment for services provided, work performed, or costs incurred pursuant to this Contract, except for any advanced payments by The Trust, shall be accompanied by an invoice/request for payment from The Children's Trust.

Advance payment requests

The Children's Trust offers advance payments up to 15 percent of the total Contract value. The Children's Trust will only approve advance requests that are equivalent to the total amount of the first two (2) months programmatic expenditures and up to 15 percent of the total Contract value. Determinations of programmatic expenditures will be supported by the immediate prior year's performance or a detailed listing of estimated expenditures. Advance requests shall be limited to

governmental entities and not-for-profit corporations, in accordance with section 216.181(16)(b), Florida Statutes. Advance requests must include the amount requested and a justification for the request. Advance requests must be submitted using the designated form and must be approved in writing by The Children's Trust's Program Manager and Chief Financial Officer or their designees. Advance payments are made at and within the sole discretion of The Children's Trust.

Advance repayment

Upon receipt of an advance, repayment must be credited to proceeding reimbursement requests within sixty (60) calendar days. Provider shall report the amount of the advance repayment in The Trust electronic system using the "advances/adjustments" button on the reimbursement screen. If a Provider does not use the specified Trust electronic system, the Provider is required to deduct its advance repayment from each invoice/request for payment, consecutively, until the advance is repaid in full.

List of Pre-Qualified Program-Specific Auditing Services (NOT APPLICABLE TO THIS CONTRACT)

To receive reimbursement for the preparation of the program specific audit, as defined, Provider must choose from a list of pre-qualified independent Certified Public Accounting (CPA) firms, which are posted on The Children's Trust website. The amount requested for reimbursement must meet the requirements of The Children's Trust. Inclusion in this pre-qualification 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 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 a training session on the audit requirements of The Children's Trust contract conducted by The Children's Trust Finance Department.

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

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 only paying its fair share of costs for services, overhead and staffing devoted to the program or services funded by this Contract. Such methodology shall be made available to The Children's Trust upon request.

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BUDGET SUMMARY REPORT
MIAMI DADE COUNTY - YEN XX16-7601 MDC - COLLABORATIVE SUMMER YOUTH EMPLOYMENT PROGRAM
FISCAL YEAR 22-23 (3/1/22 - 2/28/23)
CONTRACT # 2216-7601

CSC Program Allocation: 1,500,000.00

Budget Status: Edit

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

Expense Accounts				
Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
529	Fringe Benefits (other)	0.00	0.00	0.00
531	Travel (other than participants)	0.00	0.00	0.00
532	Travel (participants)	0.00	0.00	0.00
533	Meals (participants)	0.00	0.00	0.00
534	Space	0.00	0.00	0.00
535	Utilities	0.00	0.00	0.00
536	Supplies (office)	0.00	0.00	0.00
537	Supplies (program)	0.00	0.00	0.00
540	Non-Capital Equipment	0.00	0.00	0.00
550	Capital Equipment	0.00	0.00	0.00
591	Indirect Cost	0.00	0.00	0.00
611	Subcontractor	2,516,056.00	1,500,000.00	1,500,000.00
711	Professional Services (instructors)	0.00	0.00	0.00
721	Professional Services (certified teachers)	0.00	0.00	0.00
731	Professional Services (tutors)	0.00	0.00	0.00
741	Professional Services (consultants)	0.00	0.00	0.00
751	Professional Services (Evaluation)	0.00	0.00	0.00
791	Professional Services (other)	0.00	0.00	0.00
811	Other (advertising)	0.00	0.00	0.00
821	Other (background screening)	0.00	0.00	0.00
831	Other (admission to field trips)	0.00	0.00	0.00
841	Program Specific Audit	0.00	0.00	0.00
851	Other (Volunteers)	0.00	0.00	0.00
852	Other (Special Events)	0.00	0.00	0.00
853	Other (Required Staff Training)	0.00	0.00	0.00
854	Other (Discretionary Funds)	0.00	0.00	0.00
855	Other (conference registration)	0.00	0.00	0.00
891	Other (other)	0.00	0.00	0.00
Total Expense		2,516,056.00	1,500,000.00	1,500,000.00
Salary and Expense Totals:		2,516,056.00	1,500,000.00	1,500,000.00

Program Funders			
Funder Type	Funder	Total	Comment
Summary Funder Totals:		0.00	

COMPREHENSIVE BUDGET/AMENDMENT REPORT
MIAMI DADE COUNTY - YEN XX16-7601 MDC - COLLABORATIVE SUMMER YOUTH EMPLOYMENT PROGRAM
FISCAL YEAR 22-23 (3/1/22 - 2/28/23)
CONTRACT #: 2216-7601
ORIGINAL BUDGET AND APPROVED/UNAPPROVED AMENDMENTS

Salary Totals												
	Percentage of Program Distribution to Gross Salary 0%					Percentage of CSC Distribution to Gross Salary 0%						
	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment
Gross	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

EXPENSE DATA					
Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
611	Subcontractor	\$1,500,000.00	\$1,500,000.00	\$2,516,056.00	\$2,516,056.00
	Original Budget Calculation: 1500000+1000000+16056				
Original Budget Narratives:					
Total Program Cost: \$2,516,056 (includes indirect cost of \$120,328 -- CSC/ \$78,856 and Match/ \$41,472)					
CSC Allocation: \$1,500,000					
Amount/sources of match: \$1,016,056					
MDCPS: \$16,056					
Miami-Dade County: \$1,000,000					
CareerSource:					
Budget Amendment Narratives:					
Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
Expense Totals:		\$1,500,000.00	\$1,500,000.00	\$2,516,056.00	\$2,516,056.00
Salary & Expense Totals:		\$1,500,000.00	\$1,500,000.00	\$2,516,056.00	\$2,516,056.00

Foundation for New Education Initiatives, Inc.

Positions	Annual Salary	# of Positions	Program Allocation %	Program Allocation \$	Funding Request %	Funding Request \$	Matching Funds	Justification
Program Administrator	\$99,433.00	1	15	\$14,915.00	0	\$0.00	\$14,915.00	\$47.804/hrs x 2080 hrs annually x 15% Amount of Match: \$14,915 Source of Match: Miami-Dade County Public Schools (position works for the program from April 1 through August 31
Total:	\$99,433.00	1	FTE: 0.15	\$14,915.00	FTE: 0.00	\$0.00	\$14,915.00	
Staff Expenses				Program Allocation \$		Funding Request %	Matching Funds	Justification
Life and Health Insurance				\$3,856.00		\$3,856.00	\$0.00	Intern insurance \$16/each x 241 interns = \$3,856.00 Program expense: \$3,856 CSC allocation: \$3,856 Amount/source of match: n/a
FICA/MICA				\$1,141.00		\$0.00	\$1,141.00	\$14,915 x 7.65% = \$1,141 Program expense: \$1,141 CSC allocation: \$1,141 Amount/source of match: \$1,141/M-DCPS
Total:				\$4,997.00		\$3,856.00	\$1,141.00	
Operating Expenses				Program Allocation \$		Funding Request %	Matching Funds	Justification

Attachment F

Indirect Cost	\$214,522.00	\$150,000.00	\$64,522.00	ORIGINAL NARRATIVE: Justification/Calculations: approximately 4.8% of total budget (\$2,500,000) Amount/source of match: \$41,472/ Miami-Dade County AMENDED NARRATIVE - EFFECTIVE DATE 11/1/2021 Reason for amendment: 1) Increase indirect cost by \$71,144 for The Trust funding 2) increase amount of match indirect cost from Miami-Dade County 3) approx. 8.58% of total budget Program expense: \$214,522 CSC allocation: \$150,000 Amount/source of match: \$64,522/Miami-Dade County
Professional Services (instructors)	\$428,100.00	\$386,100.00	\$42,000.00	ORIGINAL NARRATIVE Instructional Supervisors: \$35/hr. x 30 hrs/week x 7 weeks x 27 positions = \$198,450 Note: 27 positions represent a 1:50 instructional supervisor/intern ratio SPED Instructional Supervisors: \$25/hr. x 30 hrs/week x 7 weeks x 15 positions = \$78,750 Note: 15 positions represent 1:10 SPED instructional supervisor/intern All positions work approximately 30 hours per week not to exceed 210 hours for the duration of the program AMENDED NARRATIVE - EFFECTIVE DATE 11/01/2021 Reason for amendment: Increase by \$21,750 to fund

Attachment F
Champions. Payment is based on # students \$75 x 16 Champions = \$1,200 - payment based on 5-9 students \$150 x 65 Champions = \$9,750 payment based on 10-24 students \$300 x 36 Champions = \$10,800 payment based on 25+ students Amount/source of match: n/a AMENDED NARRATIVE – EFFECTIVE DATE – 06/01/2021 Reason for amendment: 1) increase wage by \$10/ hr for Instructional Supervisors and SPED Instructors . Due to American Rescue funds, the union negotiated a higher wage rate with M-DCPS for certified teachers for the Summer 2021 2) added an additional Instructional Supervisor to maintain ratio. Instructional Supervisors: \$10/hr x 30 hrs/wk x 7 weeks x 27 positions = \$56,700 \$45/hr x 30 hrs/wk x 7 weeks x 1 position = \$9,450 SPED Instructional Supervisors \$20/hr x 30 hrs/week x 7 week x 15 positions = \$63,000 Program expense: \$428,100 CSC allocation: \$386,100 Amount/source of match: \$42,000/Miami-Dade County

Attachment F

Professional Services (other)	\$2,069,500.00	\$804,828.00	\$1,264,672.00	ORIGINAL NARRATIVE Program Administrator: \$2500 x 4 pay periods x 2 positions = \$20,000 Program Assistant: \$15/hr. x 40 hrs. week x 10 weeks x 2.5 positions = \$15,000 Intern Stipends: \$1,300.00/stipend x 1565 interns = \$2,034,500.00 (approximately 30/hrs per week, not to exceed 150 for the duration of the program) Amount/source of match: \$958,528/Miami-Dade County AMENDED NARRATIVE - EFFECTIVE DATE 11/01/2021 Reason for amendment: 1) reduce the amount of funding allocated to The Trust for intern stipends. 2) increase the amount of match funding allocated to Miami-Dade County for intern stipends Intern Stipends: \$1,300.00 stipend x approx. 619.098 interns = \$804,828 \$1,300.00 stipend x approx 1,003 interns = \$1,264,672 Program expense: \$2,069,500 CSC allocation: \$804,828 Amount/source of match: \$1,264,672/Miami-Dade County
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Attachment F

Other (advertising)			\$24,000.00	\$24,000.00	\$0.00	EFFECTIVE DATE - 11/01/2021 Reason for amendment: establish line item and allocate funds to purchase SYIP promotional materials School: \$500/school x 20 schools = \$10,000 - schools are targeted based # interns from summer 2021 Employers: \$20/employer x 700 employers = \$14,000 Program expense: \$24,000 CSC allocation: \$24,000 Amount/source of match: n/a
Other (Discretionary Funds)			\$30,000.00	\$30,000.00	\$0.00	ORIGINAL NARRATIVE Less than 2% of total budget AMENDED NARRATIVE - EFFECTIVE DATE 11/01/2021 Reason for amendment: increase by \$11,054 less than 2% of total budget Program expense: \$30,000 CSC allocation: \$30,000 Amount/source of match: n/a

Attachment F

Other
(other)

\$19,946.00

\$19,946.
00

\$0.00

EFFECTIVE DATE -
11/01/2021 Reason for
amendment: establish
line item and allocate
funds for the operating
expenses for
GetMyInterns. Clever -
software used by
GetMyInterns to access
student demographic
data - \$5,000 Google
Mapping - service used
for mapping a internship
provider locations -
\$1,000 Microsoft hosting
platform - platform that
is used to host
GetMyInterns - \$5,000
Mobile Billboard Truck -
up to \$8,946 estimated
cost of \$125/hr x up to
71.56 hours - billboard
will be used to promote
the SYIP at alternative
schools and targeted
schools based on
Summer 21
performance Program
expense: \$19,946 CSC
allocation: \$19,946
Amount/source of
match: n/a

Professional Services (consultants)			\$71,100.00		\$71,100.00	\$0.00	EFFECTIVE DATE - 11/01/2021 Reason for amendment: establish line item and allocate funds for: 1) Armstrong Creative Consultants, Inc. to provide expertise for brand development 2) allocate funds to GetMyInterns, Inc. for upgrades to the system used to enroll, hire and track interns. Armstrong Creative Consultants: \$35,000.00 GetMyInterns, Inc. \$36,100.00 Program expense: \$71,100 CSC allocation: \$71,100 Amount/source of match: n/a
Supplies (office)			\$3,664.00		\$3,664.00	\$0.00	Less than 2% of total budget
Non-Capital Equipment			\$6,506.00		\$6,506.00	\$0.00	Odysseyware - online software used to administer the required pre-internship course. Program expense: \$6,056 CSC allocation: \$6,056 Amount/source of match: n/a
Total:			\$2,867,338.00		\$1,496,144.00	\$1,371,194.00	
Subcontractor Total:			\$2,887,250.00		\$1,500,000.00	\$1,387,250.00	
Grand Total:			\$2,887,250.00		\$1,500,000.00	\$1,387,250.00	

ATTACHMENT C: Data Requirements and Program Metrics

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

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

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

Data requirements:

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

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

With each submission, the provider attests, based on his/her best knowledge, information and belief, that all data submitted in conjunction with the reports are accurate, truthful and complete. The Trust and Trust approved partners shall access these data—either via direct access to the system used by the provider and/or via a data feed to The Trust's Integrated Data Repository—, use it and analyze it for evaluation and strategic planning purposes.

Program Metrics:

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

Additional Program Continuous Quality Improvement Requirements:

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

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

Attachment D Program-Specific Audit Requirements

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

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

An auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance, and in doing so, the assessed control risk must be assessed at low during the planning stage. If the auditor determines a lack of controls and identifies risk of material noncompliance that demonstrates internal controls do not exist or are not effective regarding the compliance requirement, a response to such risks should be developed, and a finding (significant deficiency or material weakness) should be reported.

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

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

1. Independent Auditor's Report on the Schedule of Expenditures of The Children's Trust Contracts
2. Schedule of Expenditures of The Children's Trust Contracts
3. Notes to Schedule
4. Independent Auditor's Report on Compliance for each of The Children's Trust Contracts and Report on Internal Control over Compliance
5. Schedule of Findings and Questioned Costs

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

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

Compliance Requirement	Program-Specific Audit Implication	Example
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a) Internal Controls	1) An auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance, and in doing so, the assessed control risk must be assessed at low during the planning stage. If the auditor determines a lack of controls and identifies risk of material noncompliance that demonstrates internal controls do not exist or are not effective regarding the compliance requirement, a response to such risks should be developed, and a finding (significant deficiency or material weakness) should be reported. The auditor's test work and sample size of each compliance requirement should be the result of the assessed level of inherent risk and control risk as it relates to each compliance requirement as stated in The Children's Trust Contracts	A) Controls tested during the financial statement audit may not consider compliance as it relates to The Children's Trust's Contract. Overall control risk must consider each compliance requirement tested during the Program-Specific Audit. Separate risk assessment procedures and materiality should be performed and generated for a Program-Specific Audit.
b) Budget vs. Actual Expenditures	1) The approved budget is to include the original approved Contract as well as any approved budget amendments/revisions.	A) Test work should include a schedule identifying each Contract and its original/ amended budget, monthly billings, Contract utilization and any analytical expectations that may identify any overbillings. i. The current Children's Trust electronic system does not allow providers to overbill any budgeted line item or Contract allocation, however, if Contract utilization is greater or less than expected, this could indicate that a budgeted salary rate is not the employee's actual rate. Provider must compensate employees at the rate stated on the budget. Any difference in rate would warrant a finding in the Program-Specific Audit Report.

c) Allowable/Unallowable Activities and Costs Common unallowable costs: 1. Salary rates, payroll methods and hours billed that do not match original or amended budgets. 2. Fringe benefits billed to The Children's Trust for employees not included in Contract budget and are unrelated to the program. 3. Professional services billed within regular salaries and wages. 4. Capital purchases disguised as repairs. 5. Sales taxes and tips. 6. Fuel. 7. Food and beverage costs for parties, celebrations, end-of-program events, and conferences or conventions, unless while attending an out-of-town conference or convention. 8. Monetary gift cards as incentives. A detailed listing of all costs and activities considered allowed and unallowed can be viewed in the Budget Guidelines form on The Children's Trust website.	1) Requires that the nature of services and type of costs paid are in agreement with the contractual budget and/or budget amendment/revision's Scope of Services and budget guidelines. AND/OR Requires that activities performed or costs paid with The Children's Trust funds are listed in the contractual budget narrative or a contractual budget amendment/revision narrative. 2) Any cost or service billed that is not approved in the Contract's budget is a finding and reported as a questioned cost on the Program-Specific Audit Report. 3) If any cost or service is billed in more than one Contract, and the billings are in excess of the total disbursement or approved allocation, the expense has been overbilled or double billed and should be considered a finding. 4) The Children's Trust funds must supplement a program; supplanting of funds is unallowable. A provider may not use Contract funds to defray any costs that the recipient already is obligated to pay. (See example F.)	A) If Provider asks to be reimbursed for six (6) field trips to teach children social skills, only field trips enumerated in either the contractual budget narrative or the contractual Scope of Service will be reimbursed. B) If the contractual budget, lists a program coordinator position at \$25.00/hour, the provider must pay the program coordinator and charge The Children's Trust \$25.00/hour. The provider cannot substitute funding identified for the program coordinator to any other position. C) If the contractual budget, lists a program coordinator's position, with dedicated time charged to The Children's Trust program of 25%, the provider must keep records of an employee's time to substantiate that 25% of time was in fact earned and charged to The Children's Trust program. D) If three Contracts list a program coordinator's total budgeted salary as \$100,000.00 and each Contract will reimburse \$35,000.00 (35%), then a possible overbilling of \$5,000 may have occurred (\$35,000.00*3=\$105,000.00 or 35%*3=105% Children's Trust salary allocation). E) If an invoice is submitted to The Children's Trust that includes food charges for end-of-year parties and celebrations, those costs are NOT allowable per The Children's Trust budget guidelines and cannot be paid by The Children's Trust. F) If a provider, prior to applying to participate in the contracted program, committed to purchase 10 new computers for another program, the provider must purchase those 10 computers in addition to any other computers requested for The Children's Trust program.
d) Cash Management	1) With the exception of the last month of the Contract period, monthly invoices must represent costs actually paid during the Contract period (cash basis), rather than costs incurred or accrued.	A) If payroll is paid on 3/31, it should be disclosed in March's reimbursement. B) If payroll is paid on 4/1, but represents time charged in March, it should be disclosed in April's reimbursement.

e) Period of Availability	1) Requires provider to charge The Children's Trust grant with only allowable costs resulting from obligations incurred during the funding period.	A) If the active Contract period extends from 8/1 through 7/31, and provider expends \$250.00 for office supplies on 9/30 during said Contract period, that expenditure must support program services performed during the Contract term. B) The following items warrant the most attention at the beginning and end of Contract periods: i. Payroll from expired Contracts is not allowed to be billed in the first month of the renewed Contract if it was paid during the invoiced month but was incurred in prior Contract. Reporting requirements for final invoice allow this payroll to be expensed and reimbursed in prior Contract. Only the portion of payroll incurred during the Contract period may be billed. ii. Utilities iii. Insurances
f) Special Provisions	1) Eligibility requirements related to Contract expectations such as type of participants served, number of participants served and background checks should NOT be tested as part of The Children's Trust Program-Specific Audit. The Program-Specific Audit is meant to test the fiscal viability of the provider. Therefore, certain-Contract provisions that support the fiscal viability of the provider should be tested.	Each of the following special provisions must be tested: A) Insurance requirements (further described in Section K: Insurance Requirements of this Contract) i. Auditor should determine if all applicable insurance policies were carried during the fiscal year. B) Proof of tax status (further described in Section L: Proof of Tax Status of this Contract) ii. Auditor should vouch that applicable documents verifying that all incurred payroll and unemployment taxes have been paid. C) Data security obligation (further described in Section O: 12 of this Contract) i. Auditor should obtain and/or understand the provider's data security policy. D) Subcontractor agreements (if applicable) i. Auditor should obtain and understand any agreements made with subcontracted parties. Additionally, the auditor should obtain and understand any provider monitoring procedures.

		E) Matching Funds i. In some cases, a required match is contracted. This will be indicated in Section C: Total Funding of this Contract. Verify the applied method the provider uses to satisfy match requirements. Also, verify that provider maintains documentation to back up match requirements. F) DCF License Requirement i. For some Trust funded programs (After-school and early childhood programs), a Florida Department of Children and Families (DCF) license is required for each site delivering services. If during the contract period a funded site (s) has lapse its DCF license(s) coverage, the auditor should test the invoice period when the lapse occurred. No direct costs in association with the delivery of program services at the unlicensed site (s) should be invoiced to the Trust during the lapsed period. For contracts with multiple sites, The Trust would reimburse for the delivery of services at the at the licensed sites only.
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The independent auditor's report shall state that the audit was conducted in accordance with: (1) auditing standards generally accepted in the United States of America; (2) the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and (3) the Program-Specific Audit Requirements listed in The Children's Trust Contract.

ATTACHMENT E-1**Affidavit under Penalty of Perjury for Level 2 Background Screenings****Affidavit under Penalty of Perjury Affirming Compliance with Background Screening for Provider Personnel, Volunteers, and Subcontracted Personnel, as applicable.**

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

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

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

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

(Signature of CEO/Executive Director/HR Director)

Date

Sworn to and subscribed before me at Miami-Dade County, Florida this __ day of _____, 20__
by _____.

____ Who is personally known to me

____ Who produced identification: _____

Type of identification

Signature of Notary Public
State of Florida at Large

Print, type or stamp name of notary public

My Commission Expires:



ATTACHMENT E-2

CHILD CARE

ATTESTATION OF GOOD MORAL CHARACTER

State of Florida

County _____

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

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

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

Relating to:

Section 393.135	sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section 394.4593	sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section 415.111	adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section 741.28	criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section 777.04	attempts, solicitation, and conspiracy
Section 782.04	murder
Section 782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section 782.071	vehicular homicide
Section 782.09	killing an unborn child by injury to the mother
Chapter 784	assault, battery, and culpable negligence, if the offense was a felony
Section 784.011	assault, if the victim of offense was a minor
Section 784.03	battery, if the victim of offense was a minor
Section 787.01	kidnapping
Section 787.02	false imprisonment
Section 787.025	luring or enticing a child
Section 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
Section 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
Section 790.115(2) (b)	possessing an electric weapon or device, destructive device, or other weapon on school property
Section 794.011	sexual battery
Former Section 794.041	prohibited acts of persons in familial or custodial authority
Section 794.05	unlawful sexual activity with certain minors
Chapter 796	prostitution
Section 798.02	lewd and lascivious behavior
Chapter 800	lewdness and indecent exposure
Section 806.01	arson
Section 810.02	burglary
Section 810.14	voyeurism, if the offense is a felony
Section 810.145	video voyeurism, if the offense is a felony
Chapter 812	theft and/or robbery and related crimes, if a felony offense
Section 817.563	fraudulent sale of controlled substances, if the offense was a felony
Section 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section 826.04	incest
Section 827.03	child abuse, aggravated child abuse, or neglect of a child
Section 827.04	contributing to the delinquency or dependency of a child
Former Section 827.05	negligent treatment of children
Section 827.071	sexual performance by a child
Section 843.01	resisting arrest with violence
Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section 843.12	aiding in an escape
Section 843.13	aiding in the escape of juvenile inmates in correctional institution

Chapter 847	obscene literature
Section 874.05(1)	encouraging or recruiting another to join a criminal gang
Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense- was a minor
Section 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section 944.40	escape
Section 944.46	harboring, concealing, or aiding an escaped prisoner
Section 944.47	introduction of contraband into a correctional facility
Section 985.701	sexual misconduct in juvenile justice programs
Section 985.711	contraband introduced into detention facilities

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

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

SIGNATURE OF AFFIANT: _____

Sign Above OR Below, DO NOT Sign Both Lines

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

SIGNATURE OF AFFIANT: _____

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

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

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

(Check one)

Affiant personally known to notary

OR

Affiant produced identification



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

Categories include:

- * Reports must be made immediately to the Florida Abuse Hotline Information System by

- * Failure to perform duties of a mandatory reporter pursuant to section 39.201, Florida Statutes, constitutes a violation of the standards in sections 402.301 – 402.319, Florida Statutes, and is a felony of the third degree. **Remember**, it is each child care personnel's responsibility to report suspected abuse and/or neglect.

- * All reports are confidential. However, persons who are mandated reporters (child care personnel) are required to give their name when making a report.
- * It is important to give as much identifying and factual information as possible when making a report.
- * Any person, when acting in good faith, is immune from liability in accordance with section 39.203(1)(a), Florida Statutes.
- * For more information about child abuse and neglect, visit the Florida Department of Children and Families' ("Department") website at www.myflorida.com/childcare and select "Training Requirements." The Department offers a 4-hour *Identifying and Reporting Child Abuse and Neglect* course for child care providers. This course is an overview of the various types of abuse and neglect, indicators that may be observed, the legal responsibility of mandatory reporters, and the proper procedure for reporting abuse and neglect, as required by sections 402.305(2) and 402.313(1), Florida Statutes. The course is offered both online and in person with an instructor throughout Florida.

Read and understood the information and my mandated



BACKGROUND SCREENING & PERSONNEL FILE REQUIREMENTS

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

Name of Employee: _____

Name of Facility: _____

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

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

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

SCREENING DOCUMENTATION

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

Initial Screen

Date Livescanned

Date completed

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

5 Year Re-screen

Date Livescanned

Date completed

FINGERPRINT		
FINGERPRINT		
FINGERPRINT		

OTHER REQUIREMENTS

Date Employment References Checked: _____

Names of References (attach additional documentation if necessary):

Leave of Absence Documentation from Employer (if applicable):

ATTACHMENT G

Data Security Definitions

“Authorized Employees” means Provider’s employees who have a need to know or otherwise access Personal Information to enable Provider to perform its obligations under this Agreement.

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

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

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

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

- i. An individual’s first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 1. A social security number;
 2. A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 3. A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;
 4. Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 5. An individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- ii. User name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

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

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

Programmatic Data and Reporting Requirements and Expenditure Reporting Requirement

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

Progress Reports. The Foundation shall furnish the County, and The Children's Trust and South Florida Workforce Investment Board d/b/a CareerSource South Florida with written one written interim and one final progress report on the achievement of the Program's goals and expenditure of all Program funds as outlined in the Scope of Services (Attachment A) and/or Budget (Attachment B). 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. The final progress report shall be due September 30th after the expiration or termination of this Agreement.

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

In addition to the aforementioned reports outlined below, the Parties shall conduct weekly programmatic calls between March and August.

PROGRAMMATIC REPORTING DUE DATES

Weekly Activity Reports – Pre-Internship Commencement
Activity Report Due Dates: 1. April: 1,8,15,22,29 2. May: 6,13,20,27 3. June: 3,10,17,24 Rolling Information to be Reported: 1. Intern demographics (excluding geocoded data to be presented in final report) (1) 2. # of assessments administered (Odysseyware) 3. # Interns applied/placed by school/% free reduced applied/placed 4. # of internship providers/#approved/ # of dual enrollment interns 5. # of intern insurance purchased 6. # of intern with Credit Union account /#champions trained by school 7. # Internship providers and name requesting more than 10 interns 8. School outreach and participation report (2) 9. The number of credit union accounts opened

First Interim Report - Estimated Due date: July 19, 2022

- Narrative Report – Narrative of successes, challenges, opportunities, lessons-learned, etc.
- Interns Demographics (exclude geo-mapping) (1)
- School Outreach and Participation (2)
- Measures of quantity (3)
- Enrolled/completed Odysseyware

Second Interim Report - Estimated Due Date: August 15, 2022

- Narrative Report - Narrative of successes, challenges, opportunities, lessons-learned, etc.
- Interns Demographics (1)
- Measures of quantity (3)
- Measures of quality (4)

FINAL Report - Due date: September 30, 2022

- Narrative Report - Narrative of successes, challenges, opportunities, lessons-learned, etc. – that is inclusive of Executive Summary that details:
 - Key Highlights
 - Internship Providers
- Interns Demographics (1)
- Measures of quantity (3)
- Measures of quality – Performance Measures (4)
- Outcome testing and results (5)

Additionally, Final Report will include:

- The number of interns who completed the program
- Completion rate
- The number of interns who applied
- The number of interns doing dual enrollment
- The number of participating employers
- The number of community service hours worked
- Student count by county commission and school board districts
- Employer count by county commission and school board districts
- Banking information from Educational Federal Credit Union, dba EdFed (formerly South Florida Educational Federal Credit Union) inclusive of number of new accounts, total number of active accounts, and total average balance.

(1) INTERN DEMOGRAPHIC INFORMATION: Intern demographics reports must include, at a minimum, the following:

- Zip code of intern's residence
- Commission district of intern residence
- Gender
- Age
- Race (American Indian or Alaskan Native, Asian, Black or African American, Pacific Islander, White, Other, Unknown)
- Ethnicity and nationality (Hispanic, Haitian, Other, Unknown)
- Current Grade
- Current School
- Risk factor enrollment criteria as defined in Attachment A under Intern Recruitment (free/reduced lunch status, foster care, English language learners, truancy, youth with disabilities)

(2) SCHOOL OUTREACH AND PARTICIPATION: reports must include, at a minimum, the following:

- Identify all schools that interns participating in the Program attended during the 2021 -2022 school year.
- # of interns from each commission district in Miami-Dade County who participated in the Program.
- # of interns from each school who participated in the Program.
- Outreach efforts made at each school
- The number of interns who applied by school
- The number of interns selected by school
- The number of interns enrolled in a magnet, academy or other educational/vocational program
- The number of interns who qualify for free reduced lunch
- The number of interns completing pre-internship work readiness
- The number of parent information sessions with attendance
- The number of employer information sessions

(3) MEASURE OF QUANTITY – “How much will we do?” The Foundation, M-DCPS or both shall report the following performance quantity measures to the County:

- Description of the outreach efforts made at each school
- # of youth who applied to the Program
- name of school each youth applicant attends.
- # of youth interviewed by Program internship providers
- # of youth hired for summer internship
- # of youth selected from each school and the identity of the schools they attend
- # of youth participating in the Program who are in a magnet program, academy or other educational or vocational program and the identity of said magnet program, academy or educational or vocational program
- # of youth who completed the Program

- # of youth who earned high school credit
- # of youth who earned college credit
- # of youth who receive free or reduced priced meals

(4) MEASURE OF QUALITY: “How well will we do it?”. The Foundation, M-DCPS or both shall report the following performance quality measures to the County and The Trust.

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

(5) OUTCOMES: “Is Anyone Better Off?” The Foundation, M-DCPS or both shall report the following performance quality measures to the County and The Trust.

Outcome and Target %	Interns to be Measured	Data Source / Measurement Tool	Meaningful Improvement	Timing
85% of youth improve employability skills	Youth*	Online Internship Program Competency Tool	Interns will meet the outcome with a course pass rate of 70% or higher	Multiple lessons will be completed throughout the program but course will be completed before program end date
85% of youth earn high school academic credit	Youth*	Miami-Dade County Public Schools Grade Book	Interns will meet the outcome with a course pass rate of 70% or higher	At completion of Program

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

EXPENDITURE REPORT

- A. The Foundation shall maintain an accounting of the expenditures of the Summer Youth Internship Program funds and shall return to the County any funds not expended by December 31, 2022. Any unearned funds paid to the Foundation shall be returned to the County no later than 45 days from the end date of this agreement. The Foundation shall report the following compensation measures for each program intern to the County and The Trust:
1. Identity of all program interns
 2. # of internship experience hours per program intern
 3. Stipend distributed to each program intern
 4. Total compensation (stipends) for each Program intern
 5. Identity program interns insured with student accident insurance and invoice and proof of payment for student accident insurance
- B. The Foundation shall report the following compensation measures for instructional supervisors, administrative staff, independent contractors and all other positions funded by the program to the County:
1. Identity of all instructional supervisors, administrative staff, independent contractors and other positions funded by the program
 2. # of hours worked by all instructional supervisors, administrative staff, independent contractors and other positions funded by the program
 3. Rate of pay for all instructional supervisors, administrative staff, independent contractors and other positions funded by the Program
 4. Total compensation for all instructional supervisors, administrative staff, independent contractors and other positions funded by the Program
- C. The Foundation shall report to the County all other direct costs and expenditures wherein Program funds were utilized, including, but not limited to, the following:
1. Detailed information describing, invoices for costs and/or expenses and proof of payment for parent orientation sessions
 2. Detailed information describing, invoices for costs and/or expenses and proof of payment for Internship Provider orientation sessions
 3. Detailed information describing, invoices and/or expenses and proof of payment for end of program celebration
 4. Contract, invoice and proof of payment for SYIP stipend/wage administration

Program-Specific Audit Requirements

The Program-Specific Audit must encompass an audit of **The Foundation for New Education Initiatives, Inc.**, as it relates to the services performed in accordance with **Section XVII. Audit Requirements** of this Agreement ("Agreement" or "Contract"). The comprehensive nature of auditing performed in accordance with the standards set forth below places on the independent certified public accounting firm (CPA) the responsibility for ensuring that: (1) the audit is conducted by personnel who have the necessary skills; (2) independence is maintained; (3) applicable standards are followed in planning and conducting audits and reporting the results; (4) the organization has an appropriate internal quality control system in place; and (5) the organization undergoes an external quality control review.

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

An auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance, and in doing so, the assessed control risk must be assessed at low during the planning stage. If the auditor determines a lack of controls and identifies risk of material noncompliance that demonstrates internal controls do not exist or are not effective regarding the compliance requirement, a response to such risks should be developed, and a finding (significant deficiency or material weakness) should be reported.

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

The Program-Specific Audit requires the following components:

- a. Independent Auditor's Report on the Schedule of Expenditures of the **Foundation for New Education Initiatives'** Agreement(s)
- b. Schedule of Expenditures of the **Foundation for New Education Initiatives'** Agreement(s)
- c. Notes to Schedule
- d. Independent Auditor's Report on Compliance for each of the **Foundation for New Education Initiatives'** Agreement(s) and Report on Internal Control over Compliance
- e. Schedule of Findings and Questioned Costs

At a minimum, the auditor must include the following tests in its audit program to ensure that the compliance requirements set forth in the compliance supplement are met. They are:

Compliance Supplement to the Program-Specific Audit:

Compliance Requirement	Program-Specific Audit Implication	Example
a) Internal Controls	1) An auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance, and in doing so, the assessed control risk must be assessed at low during the planning stage. If the	A) Controls tested during the financial statement audit may not consider compliance as it relates to the County's contract. Overall control risk must consider each compliance requirement tested during the

Compliance Requirement	Program-Specific Audit Implication	Example
	auditor determines a lack of controls and identifies risk of material noncompliance that demonstrates internal controls do not exist or are not effective regarding the compliance requirement, a response to such risks should be developed, and a finding (significant deficiency or material weakness) should be reported. The auditor's test work and sample size of each compliance requirement should be the result of the assessed level of inherent risk and control risk as it relates to each compliance requirement as stated in the County's contract	Program-Specific Audit. Separate risk assessment procedures and materiality should be performed and generated for a Program-Specific Audit.
b) Budget vs. Actual Expenditures	1) The approved budget is to include the original approved Contract as well as any approved amendments to the budget.	A) Test work should include a schedule identifying each contract and its original/ amended budget, monthly billings, Contract utilization and any analytical expectations that may identify any overbillings. i. The current Children's Trust electronic system does not allow providers to overbill any budgeted line item or Contract allocation, however, if Contract utilization is greater or less than expected, it could indicate that a budgeted salary rate is not the employee's actual rate. Provider must compensate employees at the rate stated on the budget. Any difference in rate would warrant a finding in the Program-Specific Audit Report.

Compliance Requirement	Program-Specific Audit Implication	Example
c) Allowable/Unallowable Activities and Costs Common unallowable costs: 1. Salary rates, payroll methods and hours billed that do not match original or amended budgets. 2. Fringe benefits billed to The County for employees not included in Contract budget and are unrelated to the program. 3. Professional services billed within regular salaries and wages. 4. Capital purchases disguised as repairs. 5. Sales taxes and tips. 6. Fuel. 7. Food and beverage costs for parties, celebrations, end-of-program events, and conferences or conventions, unless while attending an out-of-town conference or convention. 8. Monetary gift cards as incentives. A detailed listing of all costs and activities considered allowed and unallowed can be viewed in the Budget Guidelines form on The County website.	1) Requires that the nature of services and type of costs paid are in agreement with the contractual budget and/or amendments to the budget, Scope of Services and budget guidelines. AND/OR Requires that activities performed or costs paid with County funds are listed in the contractual budget narrative or a contractual budget amendment/revision narrative. 2) Any cost or service billed that is not approved in the Contract's budget is a finding and reported as a questioned cost on the Program-Specific Audit Report. 3) If any cost or service is billed in more than one Contract, and the billings are in excess of the total disbursement or approved allocation, the expense has been overbilled or double billed and should be considered a finding. 4) County funds must supplement a program; supplanting of funds is unallowable. A provider may not use Contract funds to defray any costs that the recipient already is obligated to pay. (See example F.)	A) If Provider asks to be reimbursed for six (6) field trips to teach children social skills, only field trips enumerated in either the contractual budget narrative or the contractual Scope of Service will be reimbursed. B) If the contractual budget, lists a program coordinator position at \$25.00/hour, the provider must pay the program coordinator and charge The County \$25.00/hour. The provider cannot substitute funding identified for the program coordinator to any other position. C) If the contractual budget, lists a program coordinator's position, with dedicated time charged to The County program of 25%, the provider must keep records of an employee's time to substantiate that 25% of time was in fact earned and charged to The County program. D) If three contracts list a program coordinator's total budgeted salary as \$100,000.00 and each contract will reimburse \$35,000.00 (35%), then a possible overbilling of \$5,000 may have occurred (\$35,000.00*3=\$105,000.00 or 35%*3=105% Children's Trust salary allocation). E) If an invoice is submitted to the County that includes food charges for end-of-year parties and celebrations, those costs are NOT allowable per the County budget guidelines and cannot be paid by the County.

Compliance Requirement	Program-Specific Audit Implication	Example
		F) If a provider, prior to applying to participate in the contracted program, committed to purchase 10 new computers for another program, the provider must purchase those 10 computers in addition to any other computers requested for the County program.
d) Cash Management	1) With the exception of the last month of the Contract period, monthly invoices must represent costs actually paid during the Contract period (cash basis), rather than costs incurred or accrued.	A) If payroll is paid on 3/31, it should be disclosed in March's reimbursement. B) If payroll is paid on 4/1, but represents time charged in March, it should be disclosed in April's reimbursement.
e) Period of Availability	1) Requires provider to charge The County grant with only allowable costs resulting from obligations incurred during the funding period.	A) If the active contract period extends from 8/1 through 7/31, and provider expends \$250.00 for office supplies on 9/30 during said contract period, that expenditure must support program services performed during the contract term. B) The following items warrant the most attention at the beginning and end of contract periods: i. Payroll from an expired contract is not allowed to be billed in the first month of the renewed contract if it was paid during the invoiced month but was incurred in prior contract. Reporting requirements for final invoice allow this payroll to be expensed and reimbursed in prior contract. Only the portion of payroll incurred during the contract period may be billed. ii. Utilities

Compliance Requirement	Program-Specific Audit Implication	Example
		iii. Insurances
f) Special Provisions	1) Eligibility requirements related to Contract expectations such as type of participants served, number of participants served and background checks should NOT be tested as part of The Foundation for New Education Initiatives' Program-Specific Audit. The Program-Specific Audit is meant to test the fiscal viability of the provider. Therefore, certain Contract provisions that support the fiscal viability of the provider should be tested.	Each of the following special provisions must be tested: A) Insurance requirements i. Auditor should determine if all applicable insurance policies were carried during the fiscal year. B) Proof of tax status ii. Auditor should vouch that applicable documents verifying that all incurred payroll and unemployment taxes have been paid. C) Data security obligation i. Auditor should obtain and/or understand the provider's data security policy. D) Subcontractor agreement (if applicable) i. Auditor should obtain and understand any agreement made with a subcontracted party. Additionally, the auditor should obtain and understand any provider monitoring procedures.

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

Pre-Qualified Program-Specific Auditing Service Provider Requirements

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

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

The CPA firms identified below have been approved to provide auditing services for Miami-Dade County for the 2022 Summer Youth Internship Program. The Foundation for New Education Initiatives shall not choose a CPA firm that is not provided herein. As this list may be revised from time to time, prior to engaging any firm to conduct the program specific audit, please confirm with Miami-Dade County Office of Management and Budget, Contracts Officer, that the CPA firm you have selected is still approved to audit this contract.

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

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

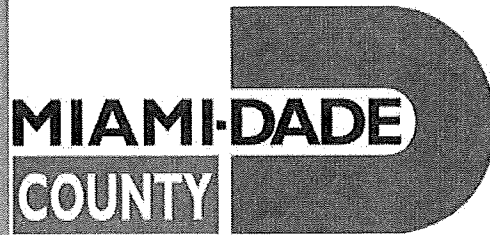
39 MMR CPA Marie Rosier 954-448-7721 marie.rosier@mmrtax.com
40 Moore, Stephens Lovelace, PA Julie Baird 305-819-9555 jbaird@mslcpa.com
41 Morrison, Brown, Argiz & Farra, LLC David Hollander 305-373-5500
Dhollander@mbafcpa.com
42 Nzeribe & Company, PA Richard Nzeribe 305-653-9990 nzeribeco@aol.com
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All childcare personnel are mandated by law to report their suspicions of child abuse, neglect, or abandonment to the Florida Abuse Hotline in accordance with section 39.201, Florida Statutes (F.S.).

Categories include:

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

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



AUTHORIZATION FOR PHOTOGRAPHY/VIDEO

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

I hereby:

☐ **consent and authorize** or ☐ **do not consent and authorize**

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

Signature of Parent or Guardian

Signature of Witness

Date

Date

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

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

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