

MEMORANDUM

Agenda Item No. 8(G)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 21, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution relating to grant funding for the Case Management Referral Program ("Program"); authorizing the County Mayor to receive \$880,000.00 in grant funds from The Children's Trust for the Program; authorizing a grant to the School Board of Miami-Dade County, in the amount of \$1,047,898.00, inclusive of the \$880,000.00 from The Children's Trust and \$167,898.00 from the County for the Program; authorizing the County Mayor to execute grant agreements with The Children's Trust and the School Board of Miami-Dade County to implement the Program and to exercise provisions set forth therein; and directing the County Mayor to provide a report

Resolution No. R-516-23

The accompanying resolution was prepared by the Office of Management and Budget and placed on the agenda at the request of Prime Sponsor Commissioner Marleine Bastien.



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Memorandum



Date: June 21, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Approving Grant Funding and Agreements for the 2023 Case Management Referral Program between (1) Miami-Dade County and The Children's Trust, and (2) Miami-Dade County and the School Board of Miami-Dade County

EXECUTIVE SUMMARY

The purpose of this item is to approve the grant agreements for the 2023 Case Management Referral Program (Program) between (1) Miami-Dade County (County) and The Children's Trust (Trust), and (2) the County and the School Board of Miami-Dade County (M-DCPS). This Program funds, in whole or part, the H.E.R.O. (Here Everyday Ready On Time) Truancy Prevention Program, the Middle & High School Aged Youth Program, and the One-Stop Educational and Community Service Centers (One Stop). The item further seeks to authorize grant agreements in connection with the Program.

RECOMMENDATION

It is recommended the Board of County Commissioners (Board):

1. Approve the attached Resolution relating to grant funding for the Program.
2. Authorize the County Mayor or County Mayor's designee to enter into an Agreement between: (1) the County and Trust to receive \$880,000 in grant funds from the Trust for the Program (Exhibit A); and (2) the County and M-DCPS authorizing the County to grant up to \$1,047,898, inclusive of the \$880,000 from the Trust and \$167,898 in County funding, to M-DCPS for the Program (Exhibit B).
3. Authorize the County Mayor or County Mayor's designee to exercise all provisions contained within such agreements, including indemnification, termination, and amendment, provided that such amendments do not alter the purpose of the Program or term of the agreement, or provide additional funds.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact to the County for the provision of these services is \$167,898 from the general fund. Additionally, \$880,000 in grant funds received from the Trust will be granted to M-DCPS, for a total amount of \$1,047,898. M-DCPS shall operate the Program and provide in-kind program support. Additionally, Miami Dade-County Juvenile Services Department (JSD) is an in-kind partner to the initiative.

DELEGATION OF AUTHORITY

The County Mayor or the County Mayor's designee is authorized to:

1. Receive \$880,000 in grant funds from the Trust for the Program and to execute an Agreement with the Trust for receipt of those funds (Exhibit A).
2. Provide \$1,047,898 in grant funds to M-DCPS for the Program and to execute an Agreement with M-DCPS for the Program (Exhibit B).
3. Exercise all provisions contained within such agreements, including indemnification, termination, and amendment, provided that such amendments do not alter the purpose of the Program or term of the agreement, or provide additional funds.

TRACK RECORD/MONITOR

M-DCPS' School Operations Chief Operating Officer Dr. John D. Pace III will be responsible for providing administrative program oversight, programmatic data review and invoicing, which are subject to review by Office of Management and Budget Assistant Director, Daniel T. Wall.

BACKGROUND

On March 21, 2017, the Board adopted Resolution No. R-300-17, which authorized Miami-Dade County's participation in the Together for Children Program, a countywide collaboration that identified youth at highest risk of being victims or perpetrators of violence and their families. The Program has its origins in the Together for Children Program and is offered to certain at-risk M-DCPS students. The Program works to align services for said youth and their families, supports neighborhood programs and providers, and measures the progress of students who receive said services and supports. The Program leverages resources, experiences, and ideas to create data-driven plans to address, reduce, and prevent youth violence. The Program strives to break the cycle of youth violence plaguing the community by identifying and addressing factors that cause and contribute to youth gun violence, delivering targeted prevention and intervention services to children/youth who have demonstrated or shown a likeliness of chronic absenteeism and their families, implementing measures to increase youth safety, and developing solutions that empower children/youth and families, the most important of which is reducing the number of juveniles murdered in the County.

The Florida Community Health Assessment Resource Tool Set reports that between January 1 and December 31, 2016, 16 children/youth were murdered in the County. Likewise, during the same time frame in 2017, 17 children/youth were murdered, and in 2018, 11 children/youth were murdered. In 2019, 14 children/youth ages 0-17 were murdered and in 2020, the number was 16. In 2020, 62 of the 272 homicides recorded by the Miami-Dade Police Department involved victims under the age of 21 (inclusive of the aforementioned age cohort of 0-17). In 2021, the number for death by homicide dropped to 39 (of total count of 219) for victims under the age of 21. The County continues to amplify its commitment to protecting its residents, especially protecting children/youth from gun violence. The Program complements other County efforts. For example, the Board adopted Resolution No. R-238-21, which, in part, directed the County Mayor to develop an annual plan to combat gun violence, including addressing at-risk youth, and providing opportunities for economic prosperity throughout the County and approved funding for such efforts.

The County's and the Trust's total projected contribution to the Program through July 2024 is \$167,898 and \$880,000 respectively, for a total combined amount of \$1,047,898. The County's portion of the funding will be used to fund the One Stop Educational and Community Service Centers (One Stop), which provide transitional services assisting adjudicated students transition back to appropriate educational settings to help promote and assist student success. In addition, the County's funding, inclusive of funding from the Trust, will be used to support the H.E.R.O. Truancy Prevention Program (H.E.R.O.).

The H.E.R.O. program is one component of the Program. Since its inception, the H.E.R.O. program, has provided direct intervention services for thousands of students. It is a countywide systematic approach to reducing youth violence by identifying elementary school-age children/youth who are most at risk for absenteeism and providing them with the necessary prevention and intervention services to increase school attendance. Specifically, the H.E.R.O. program will serve students at 39 identified M-DCPS elementary or K-8 schools who have exhibited chronic absenteeism or truancy in past years. Meetings with a student, their parent/guardian, M-DCPS staff, and possibly other family members will be held to, among other things, determine and discuss underlying needs of a student and their family that may be affecting the student's attendance. Upon determining that a student and their parent/guardian have additional needs, supportive services will be offered and plans to connect them with internal supports and/or community-based organizations that can provide wrap-around services will be developed with the parent/guardian. According to the 2022-23 contract cycle mid-term report that captures data from August 2022 through January 2023, 425 families participated in the H.E.R.O. program and received Truancy Child Study Team interventions. Of

the 425 families, 420 participated in level 1 meetings (3-9 unexcused absences), 5 participated in level 2 meetings (5 additional unexcused absences), and none participated in level 3 meetings (5 additional absences after level 2).

A second component of the Program is the Middle & High School Aged Youth Program. JSD offers the JSD Prevention Program to at-risk youth across 57 schools throughout the County. The Prevention Program offers evidence-based assessments, referrals, and case management services. Additionally, multi-disciplinary staffing is held between JSD's licensed clinicians and school personnel to address challenging cases, including clients with severe mental health and substance use concerns. As part of the Program, M-DCPS will identify middle or high school-age students, ages 11-20, who have demonstrated four or more early-warning indicators, such as chronic school absences, behavioral problems, failing core courses, or any other sign that the student is struggling and could benefit from the Prevention Program or JSD's services. While maintaining the preventative focus on middle school-age youth, the program extends services to high school-age youth who have received services from or participated in the program and continue to demonstrate the same aforementioned early-warning indicators. Also, students who have demonstrated service needs for Prevention Program services (ex, experimentation with substance abuse, behavioral problems, etc.) per the discretionary judgment of school-site administrators or School Champions were referred into the program. The Middle & High School Aged Youth Program identified and trained School Champions (school liaison for initiative) at all 57 schools resulting in 211 referrals during the most recently completed contract term.

The last component of the Program is the One Stop, which involves a partnership between the Florida Department of Juvenile Justice (DJJ), JSD, and M-DCPS as well as numerous community-based organization partners, which includes, but is not limited to, Concerned African Women, Inc., Gang Alternative, Inc., AGAPE Network, Inc., Chrysalis Health, Inc., Institute for Child & Family Health, Inc., Florida Department of Children and Families, and Miami Bridge, Inc. Specialized support and triage services are available at centralized locations in the North, Central, and South areas of Miami-Dade County. The One Stop Wrap-Around Service Specialist works in partnership with a Transition and Outreach Specialist to coordinate the academic, social, emotional, health, personal, and career needs of families and students who have been referred by the Students Success Center Program, the Secondary Student Success Program, and those who are transitioning out of the DJJ. Through the One Stop, efforts are coordinated with social services agencies to provide more wraparound services and clear pathways to vocational careers or post-secondary institutions. One Stops provide a comprehensive multi-disciplinary educational assessment to all students. Students obtain One Stop services through court, school, or community agency referrals or walk-in requests. One Stop Wrap-Around Specialists monitor the status of students on an on-going basis. According to the 2022-23 contract cycle mid-term report that captures data from August 2022 through January 2023, this component of the Program served 1,045 youth across 57 schools with 553 referrals to JSD, with 95 percent successfully linked to referred services. Additionally, 623 youth have been served at One Stop Centers and individually. Coalition partners in the North, Central, and South also served a total of 955 youth during the same period.

The H.E.R.O. and Middle & High School Aged Youth Program services are provided in 96 schools (39 elementary and 57 middle/high schools) and 5 One-Stop locations in the identified Program zip codes, as provided in the Scopes of Services, Attachment A within Exhibits A and B, where youth are most at-risk of being perpetrators or victims of violence.



Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 21, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(G)(1)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(G)(1)
6-21-23

RESOLUTION NO. _____ R-516-23

RESOLUTION RELATING TO GRANT FUNDING FOR THE CASE MANAGEMENT REFERRAL PROGRAM (“PROGRAM”); AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO RECEIVE \$880,000.00 IN GRANT FUNDS FROM THE CHILDREN’S TRUST FOR THE PROGRAM; AUTHORIZING A GRANT TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, IN THE AMOUNT OF \$1,047,898.00, INCLUSIVE OF THE \$880,000.00 FROM THE CHILDREN’S TRUST AND \$167,898.00 FROM THE COUNTY FOR THE PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE GRANT AGREEMENTS WITH THE CHILDREN’S TRUST AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY TO IMPLEMENT THE PROGRAM AND TO EXERCISE PROVISIONS SET FORTH THEREIN; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO PROVIDE A REPORT

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

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

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

Section 2. Authorizes the County Mayor or County Mayor’s designee to receive \$880,000.00 in grant funding from The Children’s Trust for the Case Management Referral Program (“Program”), which supports, in whole or part, the H.E.R.O. Truancy Prevention Program, the Middle & High School Aged Youth Program, and the One-Stop Educational and Community Service Centers.

Section 3. Authorizes a County grant to the School Board of Miami-Dade County in the amount of \$1,047,898.00, inclusive of the \$880,000.00 in funding from The Children's Trust and \$167,898.00 in County funding, for the Program.

Section 4. Authorizes the County Mayor or County Mayor's designee to execute grant agreements between (a) the County and The Children's Trust, and (b) the County and the School Board of Miami-Dade County, Florida, to effectuate the purpose of this resolution, in substantially the form attached hereto as Exhibits A and B, respectively. This Board further authorizes the County Mayor or County Mayor's designee to exercise the provisions contained therein, including indemnification, termination, and amendment, provided that such amendments do not alter the purpose of the Program or term of the agreement, subject to approval for form and legal sufficiency by the County Attorney's Office. The County shall not commit additional funds for the Program without subsequent approvals by this Board. Such funding approvals shall not include in-kind match funding.

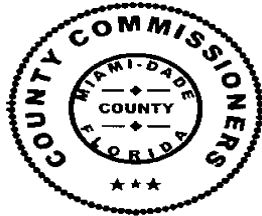
Section 5. All funding authorized in this resolution is in addition to, and shall not be used to replace or supplant, funding currently committed to any other anti-violence, gun violence, truancy prevention, or similar initiative.

Section 6. The County Mayor or County Mayor's designee shall provide a report to this Board including information regarding the development and implementation of the Program, including future funding applied for or received, program outcomes, and future program goals. The County Mayor or County Mayor's designee shall provide the report to this Board no later than March 31, 2024 and place the completed report on an agenda of the full Board without committee review pursuant to rule 5.06(j) of the Board's Rules of Procedure.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	absent		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of June, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Leigh C. Kobrinski
Shanika A. Graves

**CONTRACT NO. 2421-7600
BETWEEN THE CHILDREN'S TRUST
AND Miami Dade County
FOR Place-based/Countywide Community Partnerships**

Agency's address: 275 NW 2nd Street
Miami, FL 33128

Agency's federal identification number: 59-6000573

Vendor's identification number: MIAMI760

Effective term: 8/1/2023 through 7/31/2024

Contract amount shall not exceed: \$880,000.00

Required match amount (if applicable): \$0.00

Approved by resolution number: 2023-09

Agency's authorized official for notices

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

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, will be used in the evaluation of Provider's overall performance.
3. Provider agrees that all funding for direct community services provided 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 the student's 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 consent 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

The maximum amount payable for Services rendered under this Contract shall not exceed the amount stated above and is subject to the ability of funds and performance under this Agreement. Provider agrees that the amount payable under this Contract may be reduced at the sole option of The Children's Trust and with a proportional reduction in services, as applicable. 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 and, unless such claim is denied by The Children's Trust, may not also be claimed from any other funding 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 or state or federal 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 an individual item with a value of \$5,000.00 or greater that has 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 equipment, including 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 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.

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 within 30 (thirty) calendar days of its execution. Subcontractors are only entitled to reimbursement for services rendered upon receipt of executed subcontracts that comply with these

terms. All subcontractors are subject to monitoring by 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, 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)

If section 768.28, Florida Statutes, is applicable to a cause of action filed against Provider, Provider's duty to indemnify and hold harmless The Children's Trust is subject to the sovereign immunity limitations and claims bill requirement contained in section 768.28, Florida Statutes. In any other causes of actions filed against Provider, 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 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 at the discretion of the Children's Trust, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney's fees which may issue thereon.

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

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

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 at the discretion of The Children's Trust, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' 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, RECORDSCUSTODIAN@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. The provider shall, subject to and to the extent permitted by law, 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. 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

If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish The Children's Trust, upon request, written verification of liability protection in accordance with 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

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

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

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

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

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

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, participant interviews, participant assessment surveys, fiscal/administrative review and other assessments deemed reasonably necessary at the sole discretion of The Children's Trust. Program Metrics 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 as described in **Section I: Breach of Contract and Remedies**.

10. Participant 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 subcontractors to comply with all applicable state and federal privacy and confidentiality laws, as relevant to the Services provided under this Contract.

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. Provider agrees and shall require all subcontractors 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.

1. 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:
2. A social security number;
3. 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;
4. 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;
5. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
6. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
7. 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, including its subcontractors, represent 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_2_11-1_conflict_of_interest_and_code_of_ethics_ordinance_jan16.pdf). In addition, Provider agrees to:

- Prohibit members of the Provider's board of directors from directly or indirectly receiving any funds paid by The Children's Trust to the Provider under this Contract.
- Prohibit members of the Provider's board of directors from voting on matters relating to this Contract which may result in the 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/videos increase the chances that a news media outlet will promote the story. Said news release, and/or multi-media material, must be submitted to The Children's Trust Communications Department for approval via online form **prior** to distribution or publication. The online Children's Trust Communication Compliance Form as well as all current logos and media toolkits can be found at www.thechildrenstrust.org/communications.

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). In the event that The Children's Trust stops funding Provider program(s), the Provider must remove all signage and mentions of The Children's Trust, including logo(s) **within 30 days of the final payment made**.

Provider shall ensure that the current The Children's Trust logo is displayed and used in all internal and external materials related to the funded program. The current official The Children's Trust logo shall be displayed on the home page of the Provider website (if Provider maintains a website) and linked 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 current 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 current 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 finanse 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. Materials that may be utilized for promotion can be found at www.thechildrenstrust.org/communications.

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/or 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 mention that such activity, service and/or event is funded by The Children's Trust, as well as inclusion of The Children's Trust current logo within the video.

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/DIGITAL MATERIALS

- a. Provider shall ensure that any and all printed materials it creates for program services, activities and/or 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/or events are funded by The Children's Trust and shall also employ the use of the appropriate The Children's Trust logo.
- b. Digital proofs of all printed/digital materials referenced herein must be submitted to The Children's Trust Communications Department for approval via online form **prior** to distribution or publication. The online The Children's Trust Communications Compliance Form as well as all current logos and media toolkits can be found at www.thechildrenstrust.org/communications.
- c. 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

Exhibit A

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.

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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.

EXHIBIT A – ATTACHMENT A

AGENCY SIGNER
David Clodfelter

Place-based/Countywide Community Partnerships

Case Management Referral Program: The Case Management Referral Program (Program) is an innovative collaboration that identifies youth at highest risk of being victims or perpetrators of violence and their families. The Program works to align services for said youth and their families, supports neighborhood programs and providers, and measures the progress of students who received said services and supports. The Program leverages resources, experiences, and ideas to create data-driven plans to address, reduce, and prevent youth violence.

H.E.R.O. (Here Everyday Ready On Time) Truancy Prevention Program: The **H.E.R.O. Truancy Prevention Program** is a countywide systematic approach to reducing youth violence by identifying children most at risk (those receiving 3 or more absences) and providing them with the necessary prevention and intervention services at the fifth absence to increase daily school attendance across the following geographic regions: Homestead/Naranja/Florida City, Perrine/Richmond Heights/Goulds, Overtown, Liberty City, Northeast Corridor and Miami Gardens/Opa-Locka in Miami-Dade County (County). Intervention services may consist of student conferences, parent/guardian conferences, wrap-around case management with referrals for support services, court appearances, and ongoing monitoring and follow-up sessions

Middle & High School Aged Youth Program: Miami Dade-County Juvenile Services Department (JSD) offers the JSD Prevention Program (Prevention Program) to at-risk youth throughout Miami-Dade County. The Prevention Program offers evidence-based assessments, referrals, and case management services. Additionally, multi-disciplinary staffings are held between JSD's licensed clinicians, school personnel, and other professionals to address challenging cases of clients with service needs, with a priority placed on youth with high service needs. As part of the Program, Miami Dade County Public Schools (M-DCPS) will identify school-age students, with an emphasis on middle school-age school youth, who have demonstrated four or more early-warning indicators, such as chronic school absences, behavioral problems, failing core courses, or any other sign that the student is struggling and could benefit from the Prevention Program or JSD's services.

One Stop Program: represents a partnership between the Florida Department of Juvenile Justice (DJJ), JSD and M-DCPS as well as numerous community-based organization partners, which include, but are not limited to, Concerned African Women, Inc., Gang Alternative, Inc., AGAPE Network, Inc., Chrysalis Health, Inc., Institute for Child & Family Health, Inc., Florida Department of Children and Families, DJJ, and Miami Bridge, Inc. Specialized support and triage services are available throughout the entirety of Miami-Dade County. The One Stop Wrap-Around Service Specialist works in partnership with a Transition and Outreach Specialist to coordinate the academic, social, emotional, health, personal, and career needs of families and students who have been referred by the Student Success Center, the Secondary Student Success Program and those who are transitioning out of the DJJ. Through the One Stop, efforts are coordinated with social services agencies to provide more wraparound services and clear pathways to vocational careers or post-secondary institutions. One Stops provide a comprehensive multi-disciplinary educational assessment to all students. Students obtain One Stop services through court, school, or community agency referrals or walk-in requests. One Stop Wrap-Around Specialists will monitor the status of students on an on-going basis.

Year-Round

H.E.R.O (Here Everyday, Ready On Time) Truancy Prevention Program

Activity	Description	Participants	Sessions	Deliverable(s)

Name:Intervention and Prevention (0-4 Absences) Activity Name in Trust Central:502 - I-Referral - Other EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: Provide intervention and prevention services to students who have exhibited chronic absenteeism in the past years, and have at-risk factors that could result in chronic school absenteeism. Parent/Guardian conferences are held with the family to determine the underlying needs which may be affecting the student's attendance. During the meeting(s), a plan is developed with the parent/guardian to link them with internal supports and/or community-based organizations that can provide them with wrap-around services.	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: 1253 Deliverable Type: 1,253 or less, unduplicated Intervention and Prevention services
Name:Truancy Intervention - Level 2 Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: If a student accrues five (5) more unexcused absences after participating in a TCST - Level 1 meeting, a TCST - Level 2 meeting will be scheduled with all parties who participated in the TCST - Level 1 Meeting and include outside agencies working with the student and/or family since the Level 1 meeting. The Miami-Dade Schools Police Chief will send a letter to the student's parents/guardians advising them of 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: 667 Deliverable Type: 667 or less unduplicated, Level 2 - Truancy Child Study Team meetings

meeting date and time. For cases in which the parent/guardian failed to attend a scheduled TCST- Level 1 meeting, a school police locate will be initiated for a wellness check and to provide the parent/guardian with a new meeting notification.

The attendance committee shall review the report and interventions from the TCST - Level 1 meeting. Based on the needs of the student and family, the team shall prescribe new interventions or modify the existing plan to help improve the student's attendance.

The teacher/counselor conducts case management and provides follow-up services as described in the table below.

Name:H.E.R.O. Eligibility Screening Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: Principals will send out a District Approved letter advising parents/guardians that their child's school is part of the H.E.R.O. Truancy Prevention Program as well as the importance of school attendance.	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: 18000 Deliverable Type: Up to 18,000 letters sent to parents/guardians
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Name:Truancy Intervention - Level 3 Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: If student accrues five (5) more unexcused absences after participating in a Truancy Child Study Team - Level 2 meeting, a TCST - Level 3 meeting will be scheduled with all parties who participated in the TCST - Level 2 Meeting and include outside agencies working with the student and/or family since the Level 2 meeting. The Miami-Dade Schools Police Chief will send a letter to the student's parents/guardians advising them of the meeting date and time. For cases in which the parent/guardian did not attend a scheduled TCST meeting, a school police locate will be initiated for a wellness check and to provide the parent/guardian with a new meeting notification. The attendance committee shall review the report and interventions from the TCST - Level 2 Meeting. Based on the needs of the student and family, the team shall prescribe new interventions.	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: 667 Deliverable Type: 667 or less unduplicated, Level 3 - Truancy Child Study Team meetings CTS
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Name:Follow-Up Services Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: Each student that receives Prevention and Intervention Service(s), participates in any level of Truancy Child Study Team (TCST) or both must receive follow-up services that include, but are not limited to: A. Home Visitation B. Parent Conference(s) C. Student Conference(s) D. Coordinating Services with Outside Providers as well as internal resources and services E. Monitoring of the Student's Attendance F. Phone Conference(s) with Parents/Guardians G. Parent Letter(s) H. Court Appearance(s) – Students who are delinquent/truant are required to attend court.	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: 1253 Deliverable Type: Up to 1,253 unduplicated follow-up services
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Name: Truancy Court Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: When a student/family has had Level 1, 2, and 3 Truancy Child Study Team meetings and continues to demonstrate truant behavior, a staffing takes place at the school to determine if all intervention procedures were followed. If so, a Truancy Court Petition is filed by the M-DCPS Superintendent with the Clerk of the Courts, under section 984.151, Florida Statutes. The family's support system is identified to define ways they can support the goals established. The Care Plan, which establishes the framework upon which the family will achieve its goals, is to be developed in the first session and within 15 days of the assessment.	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: 5 Deliverable Type: Less than 5 unduplicated H.E.R.O. program participants shall be referred to Truancy Court.
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Name:Hearing - Preparation of Student Case Summary Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: The initial court hearing is scheduled to be held within 10 days of the filing date. On the date of the truancy hearing, selected staff from M-DCPS appear in court to substantiate the truancy petition. The judge or hearing officer hears the petition and will ask the parents/guardians to participate in a family conferencing session for the purpose of resolving the truancy issue. If all parties agree, the judge orders a Family Conferencing Session to take place within 14 days. If parents do not agree to services, the truancy hearing cases will be filed as unsuccessful and a Children In Need of Services/Families In Need of Services (CINS/FINS) petition will be filed with DJJ.	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: 5 Deliverable Type: Less than 5 unduplicated Hearings shall be scheduled for H.E.R.O. program participants.
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Name:Pre-Family Conferencing Session Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: Immediately after the initial hearing, the teacher/counselor schedules a pre-family conferencing session with the student and parents/guardians. The purpose of the pre-family conferencing session is to discuss with the parent the purpose of the family conferencing session and to identify key people in the lives of the student and his or her family members that they would like to participate in the family conferencing session. The teacher/counselor then advises the parents/guardians of the date and time of the family conferencing session. The teacher/counselor will coordinate with and invite selected school personnel, personnel working with the student and/or family from outside agencies, and the individuals identified by the family to attend the family conferencing session.	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: 5 Deliverable Type: 5 or less unduplicated, Pre-Family Conferencing Sessions.
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Name:Family Decision Making Conferencing Session Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: The Family Decision-making Conferencing Session is strength-based, supports care coordination and focuses on the student and endeavors to demonstrate the child's support system to him or her by bringing them all together. During the family conferencing session, which is led by the teacher/counselor, an attendance action plan is prepared. The plan will be composed of input provided by participants at the session. Information that is relevant to the specific needs of the family and child will be included in the plan. The attendance action plan is then signed by all of the attendees and becomes effective at the conclusion of the session. The Family Decision Making Conference	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: 5 Deliverable Type: 5 or less unduplicated, Family Decision Making Conferencing Sessions
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Name:Second Truancy Court Hearing Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: At the second truancy court hearing the judge or hearing officer is informed of the results of the family conferencing session and the attendance action plan is submitted to the court for the judge's or hearing officer's review. The judge or hearing officer will ask all of the participants if they are in agreement with the plan and intend to carry it out. If all parties are in agreement, the attendance action plan is then ordered. The judge will set another date for a truancy status hearing	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: 5 Deliverable Type: 5 or less unduplicated Truancy Court Hearings
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Name:Truancy Status Hearing Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: The purpose of the truancy status hearings is to follow-up to determine if the student is making progress by attending school on a regular basis. Any issues or concerns that may arise are addressed at these hearings to ensure that progress is maintained. If, after several truancy status hearings, the judge or hearing officer feels that the student no longer needs to be monitored, the court sets a Termination of Jurisdiction. In the event that, after a period of monitoring, the student has made no progress and/or has reverted back to the truant behavior, the court will terminate the case as “Unsuccessful Disposition of Truancy.” Once the case has been closed, a CINS, FINS, or both will be filed.	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: 5 Deliverable Type: 5 or less unduplicated Truancy Status Hearings
Name:Continuity of Services Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: Students who are currently engaged by the H.E.R.O. Truancy Prevention Program targeted case management program will be identified in the school district's data system as a Program participant. This will support continuity of appropriate service(s) and interventions; additionally, 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: 1 Deliverable Type: 1. H.E.R.O. program participants report to each school identified in Additional Scope Details, Service Sites. 2. Case file for each program participant is transferred to the incoming school Counselor.

identification of Program participants in the school district's data system will inform school counselors and/or Case Management Referral Program attendance interventionists of past Program engagements should a student have future attendance challenges.

As H.E.R.O program participants transition from elementary to middle school or from a K-8 setting to high school, there may be active needs identified that require continued support. As a result, the students' H.E.R.O. case file is transferred as well to ensure that outreach, support(s), and interventions can be reviewed if needed. Additionally, should a student have an active Truancy Child Study Team, the incoming school counselor will receive a proactive report identifying all incoming H.E.R.O. program participants alerting them of the status of the work and providing the contact information of the assigned H.E.R.O. Data Specialist should additional information be needed.

Note: The number of deliverables is contingent upon the number of active program participants.

Name: Middle and High School Aged Youth

Activity Name in

Activity Description:

Miami Dade County Juvenile Services Department (JSD) and

Number of Families:

Number of Parents:

Number of Sessions Offered:

Number of Deliverables: 400

Deliverable Type:

Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	M-DCPS will expand the referral opportunities to include students who would benefit from participating in the Prevention Program and receiving services as defined by appropriate school site personnel. To that end, JSD, in collaboration with M-DCPS will conduct information sessions with school personnel to explain the Prevention Program, the services offered, and potential benefits from participating therewith. Said information sessions may be held independently or in conjunction with regularly conducted M-DCPS meetings or activities where parents are in attendance, with the intent of educating parents about the services available and identifying vulnerable youth in need of additional support services. Since 2021, the scope of the Middle & High School Age Youth Program has changed to include all youth residing in Miami Dade County. By removing the age bracket, JSD will be able to service any referral received through the Case Management Referral Program, regardless of the youth's age.	Number of Children/Youth: Percentage CWD: Number of Others:	Required Number of Sessions:	Up to 400 unduplicated referrals to Miami-Dade County JSD Prevention Program.
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Students will be referred to the Prevention Program for services, which includes: the administration of evidence-based age and gender-appropriate tools, linkage to service providers, and case management services. Student referral pathways from M-DCPS to JSD are categorized as follows:

Early Warning Indicator System Referral – a student has demonstrated 4 or more early warning indicators but has not been suspended or expelled from an M-DCPS school.

School-Site Referral– a student has demonstrated service needs for Prevention Program services (ex: experimentation with substance abuse, behavioral problems, etc.) per the discretionary judgment of school-site administrators or School Champion. Although participation in the Prevention Program is voluntary and subject to the family’s acceptance of the referral, the Prevention Program must be

explained in detail to the parent/guardian. Licensed clinicians at JSD provide oversight and multi-disciplinary meetings between JSD Licensed clinicians, M-DCPS staff, and any other agency working with the youth to ensure that appropriate interventions are in place.

Success Center Referral -Student Success Centers provide an educational setting and safe haven for referred students (ages 11 and older) (1) exhibiting Level III-IV behavior, as defined in the Code of Student Conduct; and (2) with M-DCPS' Regional staff's approval, habitual violators of Level II infractions of the Code of Student Conduct. The Student Success Centers provide a setting staffed by teachers, counselors, and other service providers. Students are supervised and receive academic support to ensure that school assignments are completed. In addition, counseling and wrap-around

services are offered to families in need of social or emotional assistance.

Participation in the JSD Prevention Program will be offered as a voluntary service provided to families of students the first time they are referred to Student Success Centers. If a referral is accepted, the JSD licensed clinicians will utilize phone calls, before and after school visits, and home visits to engage with and serve the family.

Participation in the Prevention Program is voluntary. However, every youth in Miami-Dade County is eligible to receive services. M-DCPS will continue to disseminate information about the Prevention Program to parents and students as a regular part of its educational platform, as appropriate. Additionally, when a student is identified for any of the three referral pathways referenced herein, the parent will receive an information packet explaining the services and purposes of the Prevention Program and a call from the School Champion. M-DCPS and JSD will meet monthly to ensure that

	program deliverables on behalf of referenced students are being achieved.			
Name: Multi-Disciplinary Staffing - Middle and High School Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: In an effort to coordinate and monitor quality services, each month challenging cases will be identified to be presented and discussed at Multidisciplinary Team Staffings to ensure on-going collaboration between M-DCPS, JSD, and any other agency working with the youth.	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: 5 Deliverable Type: This deliverable is reported and reviewed annually.

Name:One Stop Program Educational and Community Service Centers Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: Judge's Court Orders - Juvenile Court Judges will receive a presentation regarding the One Stop Program. Updated Court Orders will require the student and guardian to contact one of the three One Stop Centers upon their release. Educational/Career Training Enrollments- One Stop Specialists will conduct a comprehensive review of students' records and provide academic and transition advisement and placement into an appropriate academic/career setting. They will facilitate educational strategies and the development of an academic transition plan, including credit recovery, adult/vocational/technical college placement. CBO Wrap-Around Service Engagement - One Stop Specialists will assess needs and triage specialized services that utilize family and community interventions. They will coordinate multi-agency referrals and staffings.	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: 1500 Deliverable Type: The number of students served and services provided to families are based upon multiple infractions of the M-DCPS Code of Student Conduct and juvenile arrests. It is projected that up to 1,500 youth will receive services.
Name:Truancy	Activity Description:	Number of Families:	Number of Sessions	Number of

Intervention - Level I	Students accruing five (5) or more unexcused absences shall be scheduled for a Truancy Child Study Team (TCST) – Level 1 meeting. The Miami-Dade Schools Police Chief will send a letter to the student’s parents/guardians advising them of the meeting date and time. For cases in which the parent/guardian failed to attend a scheduled TCST-1 meeting, a school police locate will be initiated for a wellness check and to provide the parent/guardian with a new meeting notification. (This will only be initiated for cases where the parent/guardian did participate after two or three attempts). Each school has an attendance team, which consists of a school site administrator, school guidance or trust counselor and teacher/counselor. Meetings will include the school’s attendance team, the student and his or her parent/guardian. Additionally, if the school is aware of an outside agency that is working with the student and/or family, that agency will also be invited to participate.	Number of Parents: Number of Children/Youth: Percentage CWD: Number of Others:	Offered: Required Number of Sessions:	Deliverables: 667 Deliverable Type: 667 or less, unduplicated Truancy Child Study Team - Level 1 meetings
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Parents/Guardians, student, and the attendance team will all sign the Truancy Child Study Team Intervention Plan. The teacher/counselor conducts case management and provides follow-up services.			
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TARGET POPULATION

DESCRIPTION OF POPULATION TO BE SERVED

H.E.R.O. Truancy Prevention Program: Eligibility to receive services based on a student's history of chronic absenteeism, as reflected in M-DCPS' student attendance records, and/or other at-risk factors, (i.e. School Factors: bullying, poor academic achievement, reading below grade level, and behavior problems; and Home Factors: domestic violence, child abuse, neglect, or abandonment history, homelessness, substance abuse, mental health illness, poverty, incarcerated parent/guardian, and any other factors or challenges that the student and family are experiencing that could impact regular school attendance.

Students who are compulsory age and have accrued three (3) or more unexcused absences shall be scheduled for an initial Truancy Child Study Team (TCST) meeting. Students who are not of compulsory age and have accrued five (5) or more unexcused absences will be scheduled for an Attendance Success Meeting.

Core Factors - Chronic absenteeism or truancy: According to section 1003.26, Florida Statutes, a student's primary teacher must report to the school principal that a student may be exhibiting a pattern of nonattendance if a student has had at least three (3) unexcused absences, or absences for which reasons are unknown, within a calendar month or 10 unexcused absences, or absences for which the reasons are unknown, within a 90-calendar-day period. For the purposes of the **H.E.R.O. Truancy Prevention Program**, students who have had absences that meet or exceed the above-mentioned criteria during the previous school year will be provided with both intervention and prevention services.

Associated Factors - Academic performance: a student has failed one or more academic subjects, which is determined at the end of the school year when a subject's cumulative grade is an F, a score below 60 percent.

Middle & High School Aged Youth Program: Students will be identified through three referral pathways:

1. The Early Warning Indicator System and referred by M-DCPS School Champions to JSD.
2. **School Site Referral-** a student has demonstrated service needs for Prevention Program services (ex: experimentation with substance abuse, behavioral problems,) per the discretionary judgment of school-site administrators or School Champion.
3. **Success Center Referral** -Participation in the Prevention Program will be offered as a voluntary service provided to families of students when initially referred to Success Centers.

SERVICE SITES

The Children's Trust expects to fund programs throughout Miami-Dade County. When applicable, accessible services conducted in-person should be offered in convenient locations and familiar places where the intended population already frequents. Convenient and flexible operating hours must be offered, as these are critical to reaching the intended populations.

PARTICIPANTS

Exhibit A

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:
Summer	Number of Deliverables: 0	Children/Youth: Parents: Families: 0 Others:	Children/Youth: Parents: Families: 0 Others:
Year-Round	Number of Deliverables: 1	Children/Youth: Parents: Families: Others:	Children/Youth: Parents: Families: Others:

PARTNERS AND SERVICE LINKAGE

Partner Information	Partner Description	Dates
Type: InKind Type of Partner: Agency Name: Florida Department of Children and Families	Associated Activity: Description of Role & Expertise: Assistance with Medicaid/ Voluntary Community Referrals/ Food Stamps	Start Date: End Date:
Type: InKind Type of Partner: Agency Name: Eleventh Judicial Circuit	Associated Activity: Description of Role & Expertise: Judges, the Clerk of the Court, and the Administrative Office of the Court provide in-kind personnel support for truancy court proceedings.	Start Date: End Date:
Type: PaidPartner Type of Partner: ProfessionalServices Agency Name: Miami-Dade County Public Schools	Associated Activity: Description of Role & Expertise: JSD in collaboration with M-DCPS conducts information sessions to school personnel on the Prevention Program and its benefits. M-DCPS provides annual training to principals of schools to help ensure identified youth are aware of the case management services. A broad overview of the middle & high school aged program is provided to principals at a regularly scheduled meeting.	Start Date: End Date:

Exhibit A

Additionally, School Operations meets with principals of identified middle schools to provide more information on the program and referral process.

The School Champions are responsible for reviewing the list of identified students from their school and developing a plan for distribution of forms, communication with parents, and monitoring the return of permission forms. School Champions document all information in the M-DCPS ISIS-Student Case Management System and forward all referrals to JSD. School Champions participate in monthly JSD Multi-disciplinary staffing as required.

On an ongoing basis, the School Champion/JSD Liaison will review and analyze M-DCPS Data Reports and the work of the school champions will be monitored.

Referral and case management with JSD will be maintained.

On a monthly basis, M-DCPS, meets with JSD, and service provider staff will participate in Multidisciplinary staffing sessions to help ensure school sites collaborate with case managers and conduct follow-up-on case referrals in an effort to optimize the coordination of case management services.

M-DCPS will also provide space, if needed, for JSD to conduct direct service/interventions for youth and families who are referred by the Prevention Program, which is linked to the middle school component.

Type: InKind Type of Partner: Agency Name: Miami Dade County Juvenile Services Division	Associated Activity: Description of Role & Expertise: JSD will provide assessment, referral, and case management services to the identified population. On a quarterly basis, JSD will send a report to M-DCPS that includes: (1) student referrals who completed case management services; (2) student referrals who did not complete case management services; (3) the type of services received by student referrals; and (4) demographic information pertaining to student referrals. On a monthly basis, a multi-disciplinary staffing on cases, with priority given to severe mental health and substance cases will be held between JSD, M-DCPS, and any other agency working with the youth, to help ensure case managers collaborate with school sites to optimize coordination of case management services.	Start Date: End Date:
Type: InKind Type of Partner: Agency Name: Miami Dade County	Associated Activity: Description of Role & Expertise: Serves as the fiscal and administrative entity for H.E.R.O Truancy Prevention Program and is responsible for the implementation of the middle and high school aged program.	Start Date: End Date:

STAFFING TABLE

Staffing Information: Providers are expected to hire, retain and supervise qualified professionals who understand the complexity of service delivery in our community, available resources and the diversity of the population served. Providers shall designate a key person to be responsible for all aspects of the contract oversight. This key management staff member must have credible experience in program management and grant compliance.

ADDITIONAL SCOPE DETAILS

SERVICES

H.E.R.O. TRUANCY PREVENTION PROGRAM

SERVICE DELIVERY LOCATIONS

MDC052

Exhibit A

Location Number	School	Address	City	Zip Code
Location 1	0161-Avocado ES	16969 SW 294 th Street	Miami	33030
Location 2	2941-Laura C. Saunders ES	505 SW 8 Street	Homestead	33030
Location 3	5791-West Homestead K-8 Center	1550 SW 6 th Street	Homestead	33030
Location 4	0073-Mandarin Lakes K-8 Academy	12225 SW 280 th Street	Miami	33032
Location 5	0311-Goulds ES	23555 SW 112 th Ave	Miami	33032
Location 6	0771-W.A. Chapman ES	27190 SW 140 th Ave	Miami	33032
Location 7	0651-Campbell Drive K-8 Center	15790 SW 307 th Street	Miami	33033
Location 8	2001-Florida City ES	364 NW 6 th Avenue	Florida City	33034
Location 9	2161-Golden Glades ES	16520 NW 28 th Avenue	Miami Gardens	33054
Location 10	4121-Dr. Robert Ingram ES	600 Ahmad Street	Opa-Locka	33054
Location 11	5971-Nathan B. Young ES	14120 NW 24 th Avenue	Opa-Locka	33054
Location 12	3241-Miami Gardens ES	4444 NW 195 th Street	Miami	33055
Location 13	5991-Charles D. Wyche ES	5241 NW 195 th Drive	Miami	33055
Location 14	0081-Lenora B. Smith ES	4700 NW 12th Avenue	Miami	33127
Location 15	2351 - Eneida M. Hartner ES	401 NW 29 th Street	Miami	33127
Location 16	1361-Frederick Douglass ES	314 NW 12 th Street	Miami	33136
Location 17	5931-Phillis Wheatley ES	1801 NW 1 st Place	Miami	33136
Location 18	0881-Comstock ES	2420 NW 18 th Avenue	Miami	33142
Location 19	1561-Earlington Heights ES	4750 NW 22 nd Avenue	Miami	33142
Location 20	3181-Melrose ES	3050 NW 35 th Street	Miami	33142
Location 21	4071-Olinda ES	5536 NW 21 st Avenue	Miami	33142
Location 22	4171-Orchard Villa ES	5720 NW 13 th Avenue	Miami	33142

Exhibit A

Location 23	4401-Kelsey L. Pharr ES	2000 NW 46 th Street	Miami	33142
Location 24	2981-Liberty City ES	1855 NW 71 st Street	Miami	33147
Location 25	3301-Henry Reeves K-8 Center	2005 NW 111 th Street	Miami	33167
Location 26	4501-Poinciana Park ES	6745 NW 23 rd Avenue	Miami	33147
Location 27	0101-Arcola Lake ES	1037 NW 81 st Street	Miami	33150
Location 28	2501-Holmes ES	1175 NW 67 Street	Miami	33150
Location 29	3021-Jesse J. McCrary, Jr. ES	514 NW 77 th Street	Miami	33150
Location 30	0261-Bel-Aire ES	10205 SW 195 th Street	Cutler Bay	33157
Location 31	3541-Robert Russa Moton ES	18050 Homestead Avenue	Miami	33157
Location 32	0361-Biscayne Gardens ES	560 NW 151 st Street	Miami	33169
Location 33	4461-Pine Villa ES	21799 SW 117 th Court	Miami	33170
Location 34	0341-Arch Creek ES	702 NE 137 th Street	North Miami	33161
Location 35	0681-Carol City ES	4375 NW 173 rd Drive	Miami Gardens	33055
Location 36	2281-Greynolds Park ES	1536 NE 179 th Street	North Miami Beach	33162
Location 37	4881-Scott Lake ES	1160 NW 175 th Street	Miami Gardens	33169
Location 38	3051-Toussaint L'Ouverture ES	120 NE 59 th Street	Miami	33137
Location 39	4301-Park View ES	17631 NW 20 th Avenue	Miami Gardens	33056

MIDDLE AND HIGH SCHOOL AGED SERVICE DELIVERY LOCATIONS

Location Number	School	Address	City	Zip Code
Location 1	Campbell Drive K-8	15790 SW 307 th Street	Miami	33033
Location 2	Coconut Palm K-8	24400 SW 124 th Ave	Homestead	33032
Location 3	Gateway Environmental K-8	955 SE 18 th Ave	Homestead	33035

Exhibit A

Location 4	Irving & Beatrice Peskoe K-8	29035 SW 144 th Ave	Miami	33033
Location 5	Laura C. Saunders K-8	505 SW 8 th Street	Homestead	33030
Location 6	Mandarin Lakes K-8	12225 SW 280 th Street	Miami	33032
Location 7	Homestead Senior	2351 SE 12 th Ave	Homestead	33034
Location 8	West Homestead K-8	1550 SW 6 th Street	Homestead	33030
Location 9	South Dade Middle	29100 SW 194 th Ave	Miami	33030
Location 10	South Dade Senior	28401 SW 167 th Ave	Miami	33030
Location 11	Homestead Middle	650 NW 2 nd Ave	Homestead	33030
Location 12	Redland Middle	16001 SW 248 th Street	Miami	33031
Location 13	Cutler Bay Middle School	19400 Gulfstream Road	Cutler Bay	33157
Location 14	Miami Southridge Senior	1935 SW 114 th Ave	Miami	33157
Location 15	Miami Killian Senior	10655 SW 97 th Ave	Miami	33176
Location 16	Palmetto Middle	7351 SW 128 th Street	Pinecrest	33156
Location 17	Southwood Middle	16301 SW 80 th Ave	Cutler Bay	33157
Location 18	Miami Palmetto Senior	7460 SW 118 th Street	Pinecrest	33156
Location 19	Felix Varela Senior	15255 SW 96 th Street	Miami	33196
Location 20	G. Holmes Braddock Senior	3601 SW 147 th Ave	Miami	33185
Location 21	Miami Coral Park Senior	8865 SW 16 th Street	Miami	33165
Location 22	Richmond Heights Middle	15015 SW 103 rd Ave	Miami	33176
Location 23	Robert Morgan Educational Center	18180 SW 122 nd Ave	Miami	33177
Location 24	Arthur & Polly Mays Conservatory	11700 SW 216 th Street	Miami	33170
Location 25	Jorge Mas Canosa Middle	15735 SW 144 th Street	Miami	33196
Location 26	Coral Gables Senior High School	450 Bird Road	Coral Gables	33146

Exhibit A

Location 27	Carol City Middle	3737 NW 188 th Street	Miami Gardens	33055
Location 28	Lake Stevens Middle	18484 NW 48 th Place	Miami	33055
Location 29	Miami Carol City Senior	3301 Miami Gardens Drive	Miami Gardens	33056
Location 30	Andover Middle	121 NE 207 th Street	Miami Gardens	33179
Location 31	Norland Middle School	1235 NW 192 nd Terr	Miami Gardens	33169
Location 32	Miami Norland Senior	1050 NW 195 th Street	Miami Gardens	33169
Location 33	American Senior	18350 NW 67 th Ave	Miami	33015
Location 34	North Dade Middle	1840 NW 57 th Street	Miami Gardens	33054
Location 35	Hialeah-Miami Lakes Senior	7977 West 12 th Ave	Hialeah	33014
Location 36	North Miami Beach Senior	1247 NE 167 th Street	Miami	33162
Location 37	North Miami Middle	700 NE 137 th Street	North Miami	33161
Location 38	North Miami Senior	13110 NE 8 th Ave	North Miami	33161
Location 39	Alonzo & Tracy Mourning Senior	2601 NE 151 st Street	North Miami	33160
Location 40	Edison Park K-8	500 NW 67 th Street	Miami	33150
Location 41	Horace Mann Middle	8950 NW 2 nd Ave	Miami	33150
Location 42	Miami Edison Senior	6161 NW 5 th Court	Miami	33127
Location 43	Hubert O. Sibley K-8 Center	255 NW 115 th Street	Miami	33168
Location 44	John F. Kennedy Middle School	1075 NE 167 th Street	Miami	33162
Location 45	Jose De Diego Middle	3100 NW Fifth Avenue	Miami	33127
Location 46	Booker T. Washington Senior	1200 NW 6 th Ave	Miami	33136
Location 47	Citrus Grove Middle	2153 NW 3 rd Street	Miami	33125
Location 48	Shenandoah Middle	1950 SW 19 th Street	Miami	33145
Location 49	Miami Senior	2450 SW 1 st Street	Miami	33135

Exhibit A

Location 50	Madison Middle	3400 NW 87 th Street	Miami	33147
Location 51	Miami Central Senior	1781 NW 95 th Street	Miami	33147
Location 52	Brownsville Middle	4899 NW 24 th Ave	Miami	33142
Location 53	Miami Northwestern Senior	1100 NW 71 st Street	Miami	33150
Location 54	Georgia Jones-Ayers Middle	1331 NW 46 th Street	Miami	33142
Location 55	Miami Jackson Senior	1751 NW 36 th Street	Miami	33142
Location 56	Miami Springs Middle	150 S. Royal Poinciana Blvd	Miami Springs	33166
Location 57	Miami Springs Senior	750 Dove Avenue	Miami Springs	33166

One Stop Sites

Location Number	School	Address	City	Zip Code
Location 1	500 Role Model Campus	6300 NW 27th Avenue	Miami	33147
Location 2	Lincoln Square	18425 NW 2 nd Ave, South Tower 2 nd FL	Miami Gardens	33169
Location 3	Rohde Building	401 NW 2 nd Ave, North Tower, 7 th Floor	Miami	33128
Location 4	Kendall Summit Office Park	11430 N. Kendall Drive	Miami	33176
Location 5	South Dade Office Tower	10700 Caribbean Blvd.	Miami	33189

H.E.R.O. Truancy Prevention Outcomes - these outcomes are required to be collected by M-DCPS and are included in performance reviews.

Outcome & Target Percentage	Data Source/ Measurement Tool(s)	Meaningful Improvement	Timing	Associated Activity & Service Component	
Student will improve school attendance rate from the previous school year to the end of the current school	School Report Cards/Records** <u>Scoring:</u> Absences (Number of days absent by the student divided by the total number of school days offered).		2023-24 SY Participants who are at risk for chronic absenteeism (Absent more than 3 percent of days in the school year) will decrease their risk by one or more benchmarks when comparing Pre- to Post-test Participants not at risk (97 percent or higher attendance rate) for chronic absenteeism will maintain or improve their Attendance Rate percentage.	2023-24 SY At the end of the school year, attendance records from the 2022-2023 school year will be compared to attendance records from the 2021-2022 school year to determine attendance improvement closing session	Truancy Child Study Team Meeting
	Benchmarks for Chronic Absenteeism	Definition			
	No risk	Absent 0-3 percent of days in the school year (i.e., up to 5 school days out of the 180 days in the public school year)			
	Low Risk	Absent 3.5-6 percent of days in the school year (i.e., 6-11 school days out of the 180 days in the public school year)			
	High Risk	Absent 6.5-9.5 percent of days in the school year (i.e., 12-17 school days out of the 180 days in the public school year)			
	Chronically Absent	Absent 10 percent or more days in the school year (18 public school days)			

Middle and High School Aged Youth Outcomes - to be collected by Miami Dade County JSD and submitted to M-DCPS for grant reporting Outcomes Reported by M-DCPS

Outcome & Target Percentage	Data Source/ Measurement Tool(s)	Meaningful Improvement	Timing	Associated Activity & Service Component
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Exhibit A

75 percent of SAY students participating in services coordinated through JSD will complete their service plans successfully.	M-DCPS Integrated Student Information System Reports Early Warning Indicator System	100 percent of students enrolled in services will be linked to community providers that address the student's individualized needs	Quarterly ISIS Reporting Quarterly Miami Dade County JSD Referral Report	M-DCPS Referrals to JSD JSD/M-DCPS Multidisciplinary Staffings
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Participant Outcomes - reported by M-DCPS to The Children's Trust

Outcome & Target Percentage	Data Source/ Measurement Tool(s)	Meaningful Improvement	Timing	Associated Activity & Service Component
Student does not fail any core courses (English, math, science, social studies)	School Report Card**: Grades for English, Math, Science and Social Studies <u>Scoring:</u> Grade A-F in each of the four core courses.	All four grades should be higher than an academic grade of an F by the end of the school year. <i>Will be tracked, but not counted towards program evaluation.</i>	Data will only be collected and reported at the end of the school year. Will be tracked, but not counted towards program evaluation.	Truancy Child Study Team Meeting

One Stop Program - reported by M-DCPS to Miami-Dade County

Outcome & Target Percentage	Data Source/ Measurement Tool(s)	Meaningful Improvement	Timing	Associated Activity & Service Component
Students who participate in the One Stop program will have their present needs addressed and be provided pathways for their future.	One Stop Transition Database	80% of students served by a One Stop specialist will continue to be enrolled in an educational/ career setting 50% of students served by a One Stop specialist will be receiving wrap-around services or referred to new services.	2-week exit monitoring 1 month exit monitoring Mid-year Report in February End of school year report in July	Judge's Court Orders Student Enrollments CBO Wrap-Around Service Engagement

DELIVERABLES/IMPLEMENTATION TIMELINE

N/A

RESEARCH DESIGN

N/A

ADDITIONAL DATA REQUIREMENTS

PROGRAMMATIC AND DATA REPORTING REQUIREMENTS

The purpose of data collection, reporting and analysis is to promote continuous improvements in program quality and outcome achievement. 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. Program

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progress metrics may be revised throughout the funding cycle depending on the initiative needs and additional program data.

The Children's Trust Reporting Requirements – Miami Dade County Public Schools shall provide the reports in accordance with the due dates outlined in Table 1. The information to be reported is outlined in Outcomes, above and Table 2, below. .

Miami-Dade County Reporting Requirements – Miami Dade County Public Schools and Miami-Dade County Department of Juvenile Services shall provide reports in accordance with requirements in Table 1.

Table 1 - Reporting Requirements

Quarter	What to Report
Not Applicable	Monthly Meetings (August 2022 through July 31, 2023) A. monthly meetings to review and discuss year-to-date program performance.
Q1 January 14, 2024	Mid-Year Program Report (for services and activities rendered in August, September, October, November, December) A. Mid-year cumulative deliverables as specified in Table 2 – H.E.R.O. Deliverables
Q2 July 15, 2024	Year-End Program Report (for services and activities rendered from August 2021 through June 2021) A. Year-to-date cumulative deliverables as specified in Table 2, H.E.R.O. Deliverables B. Participant Outcomes as specified in Table 3, H.E.R.O. Outcomes C. Middle-High -School Aged Program reports and outcomes as specified in Table 4, Middle School Aged Program Impact Report A. Annual infographic that outlines 2021-2022 and 2022-2023 performance
Q3 September 30, 2024	Program Narrative (for services and activities rendered in June, July, August, and September)

Table 2 - H.E.R.O. TRUANCY PREVENTION PROGRAM DELIVERABLES

Associated Activity	Deliverable
Eligibility Screening	# letters distributed
Intervention and Prevention	1. # students with chronic absenteeism in past years 2. # conferences conducted 3. # unduplicated student/families participating in conferences
Truancy Intervention – Level 1	1. # students accruing 5 or more absences 2. # TCST Level 1 meetings conducted 3. # unduplicated student/families participating in TCST Level 1 meetings

Exhibit A

Truancy Intervention – Level 2	1. # students accruing an additional 5 or more absences 2. # TCST Level 2 meetings conducted 3. # unduplicated student/families participating in TCST Level 2 meetings
Truancy Intervention - Level 3	1. #f students accruing 5 or more absences 2. # TCST Level 3 meetings conducted 3. # unduplicated student/families participating in TCST Level 3 meetings
Follow Up Services	1. Home Visitations: a. # Conducted b. # unduplicated student/ families participating 2. Parent Conference(s): a. # Conducted b. # unduplicated student/ families participating 3. Student Conference(s): a. # Conducted b. # unduplicated student/ families (unique) Participating 4. Coordinating Services with Outside Agencies: a. # Referrals b. # unduplicated student/ families participating in referred activities 5. Phone Conference(s) with Parents/Guardians a. # Conducted b. # unduplicated student/ families participating 6. Parent Letter(s) a. # letters sent 7. Court Appearance(s) – Students who are delinquent/truant are required to attend court a. # Court Appearances b. # unduplicated student/ families participating
Truancy Court	1. # Court Petitions filed 2. # Care Plans developed
Hearing	1. # Court Appearances 2. # unduplicated student/ families participating
Pre-Family Conferencing	1. # Pre-Family Conferencing sessions 2. # unduplicated student/ families participating
Family Decision Making Conferencing Session	1. # Court Appearances 2. # unduplicated student/ families participating
Second Truancy Court	1. # Court Appearances 2. #unduplicated student/ families participating
Truancy Status Hearing	1. # Hearings 2. # unduplicated student/ families participating
Continuity of Services	1. #students currently engaged by the HERO targeted case management program and identified in the school district's data system as a TFC participant.

NON-SERVICE OPTIONS

TERMS OF RENEWAL

Applicable

GOVERNMENT ENTITY

APPLICABLE

INSURANCE REQUIREMENTS

APPLICABLE

FINANCIAL STATEMENT AUDIT

APPLICABLE

PROGRAM-SPECIFIC AUDIT

APPLICABLE

AUDIT EXTENSIONS

APPLICABLE

ENGAGEMENT LETTERS

APPLICABLE

CORE - PROGRAM METRICS

Applicable

CLIENT RECORDS

APPLICABLE

STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS

APPLICABLE

CHILDREN WITH DISABILITIES AND THEIR FAMILIES

APPLICABLE

PROGRAMMATIC DATA REPORTING

APPLICABLE

LIST OF APPROVED CERTIFIED PUBLIC ACCOUNTING FIRMS

APPLICABLE

CONSENT

APPLICABLE

EXHIBIT A – ATTACHMENT B

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 Children's Trust electronic reporting system in accordance with the approved budget or budget amendments/revisions, paper invoice, spreadsheet, or other submission method. The Children's Trust will notify the Provider of the method of submittal. Invoices/requests for payment not submitted in The Children's Trust electronic reporting system 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/request for payment 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/requests 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 Children's Trust electronic reporting system. 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 program participants on behalf of that provider. If there are subcontractors to this Contract, and the invoices/requests for payment are to be submitted using The Children's Trust electronic reporting system, 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 The Children's Trust electronic reporting system, 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. The provision of this section shall survive the expiration or termination of this Contract.

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 15 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 a 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

To receive reimbursement for the preparation of the program-specific audit, as defined in the Contract, 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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EXHIBIT A – ATTACHMENT C

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 (found on The Children's Trust website) 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 each initiative and may be revised throughout the funding cycle.

Successful programs regularly review 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 in accordance with initiative-specific requirements noted in Attachment A Scope of Services, using the appropriate tools (e.g., required demographic fields can be found in the **Child/Youth and Parent, Guardian or Primary Caregiver Information Forms** found on The Children's Trust website) and entered in a timely manner into a Trust-approved data system. Program attendance and contact data should be entered daily, in the event this cannot occur it is to be entered within 24 hours. Other participant screening and outcome data should also be entered as it is collected, in the event this cannot occur it is to be entered within three (3) days of collection. All data that has been entered must also be regularly reviewed and validated by the Provider at least weekly to ensure all information submitted to The Trust is accurate and correct.

As applicable, Provider may also be expected to submit periodic Program Narrative Reports that capture the program's successes, challenges, and supports needed and/or specific aggregated data reporting spreadsheets, as specified in the **Initiative Specific Reporting Requirements** on The Children's Trust website or other communications from The Children's Trust.

With each submission, the Provider attests 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.

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 Trust Program 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.

The Children's Trust funds program and professional development for provider staff and agencies through Trust Academy, ranging from basic to advanced levels. All funded providers are required to engage in the available offerings, which include online courses, live training, peer learning activities and coaching. Required Trust trainings for each initiative are listed on The Trust Website. Participation in all Trust Academy supports is centrally tracked in the Trust Academy learning management system (LMS). All staff profiles must be kept up to date in Trust Central and the LMS. Provider must ensure appropriate staff and subcontractors attend various Trust-sponsored or facilitated trainings. At a minimum, staff will be required to attend the following annually:

- Contract management trainings
- The Children's Trust Provider meetings
- Trust Central training for budgets, amendments, invoices, participants and reports trainings
- Content-specific trainings related to program quality and performance measures (e.g., evidence-based programs, best practices, measurement tools, safety and injury prevention and inclusion).

In addition to supports offered by The Trust, providers are expected to engage their staff in training and professional development specific to the population served, enrichment content areas delivered, and/or evidence-based practices being implemented.

EXHIBIT A – ATTACHMENT D

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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Exhibit A

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 \times 3 = \\$105,000.00$ or $35\% \times 3 = 105\%$ 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.

Exhibit A

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.

EXHIBIT A – ATTACHMENT E-1

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:

EXHIBIT A – ATTACHMENT E-2



Exhibit A
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 a correctional institution

MDC078

Exhibit A

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

MDC079

EXHIBIT A – ATTACHMENT E-3

Exhibit A
ATTACHMENT E-3



Child Abuse & Neglect Reporting Requirements

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

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

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

Categories include:

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

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

Read and understood the information and my mandated

EXHIBIT A – ATTACHMENT E-4



BACKGROUND SCREENING & PERSONNEL FILE REQUIREMENTS

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

Name of Employee: _____

Name of Facility: _____

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

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

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

SCREENING DOCUMENTATION

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

Initial Screen

Date Livescanned

Date completed

FINGERPRINT	<u>FDLE/ FBI</u>	<u>FDLE/ FBI</u>
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):

EXHIBIT A – ATTACHMENT G

ATTACHMENT G

Data Security Definitions

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

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

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

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

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

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

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

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

RENEWED COOPERATIVE AGREEMENT BETWEEN
MIAMI-DADE COUNTY
AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

This Renewed Cooperative Agreement, hereinafter referred to as Agreement or Contract, entered into this ____ day of _____, 2023 by and between Miami-Dade County, a political subdivision of the state of Florida, hereinafter referred to as the County, and 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), hereinafter collectively referred to as the Parties.

WHEREAS, the Parties wish to continue its collaboration that established the Case Management Referral Program (Program), which evolved out of the Together For Children Program, an innovative countywide collaboration that identifies youth at highest risk of being victims or perpetrators of violence and their families; and

WHEREAS, the Miami-Dade Board of County Commissioners (Board) initially authorized Miami-Dade County's participation in the Program on March 21, 2017, by adopting Resolution No. R-300-17; and

WHEREAS, each year thereafter, the Board has continued its support and funding for the Program, including, most recently, in Resolution No. R-970-22, adopted on October 6, 2022; and

WHEREAS, to facilitate and promote the success of the Program, M-DCPS will continue to implement the H.E.R.O. Truancy Prevention Program, which is a countywide systematic approach to reducing youth violence by identifying elementary school-age children who are most at risk and providing them with the necessary prevention and intervention services to increase school attendance with the goal of reaching out to approximately 18,000 elementary school-age children and providing intensive services to approximately 1,253 elementary school-age children across three (3) geographic regions (north, central, and south) throughout Miami-Dade County and spanning 20 zip codes; and

WHEREAS, likewise, M-DCPS will maintain its support of the Middle & High School Prevention Program provided by Miami Dade-County Juvenile Services Department (JSD), by offering prevention programming, such as evidence-based assessments, referrals, and case management services to at-risk youth throughout Miami-Dade County, expanding case management supports to extend from middle-school youth to high school youth; and

WHEREAS, the One Stop Educational and Community Service Center (One Stop) has developed a partnership between the Florida Department of Juvenile Justice (DJJ), JSD and M-DCPS, as well as numerous community-based organization partners to service referred youth and wrap-around services will be provided to address the academic, social, emotional, health, personal, and career needs of referred families; and

WHEREAS, M-DCPS will 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 in the provision of these services and M-DCPS is desirous of causing the provision of 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 agrees to render services in accordance with the Scope of Services incorporated herein by reference and attached hereto as Attachment A, entitled "Family and Neighborhood Support Services".

M-DCPS will implement the Scope of Services as described in Attachment A entitled "Family and Neighborhood Support Services" in a manner deemed reasonably satisfactory to the County. No revision or amendment to this Agreement, including the Scope of Services, 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. Overall implementation and monitoring of this Agreement shall be carried out through cooperative efforts of the Parties' administrative staffs.

II. BUDGET SUMMARY.

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

III. EFFECTIVE TERM.

The Parties agree that the effective term of this Agreement shall be August 1, 2023, through July 31, 2024, (Effective Term) irrespective of the date of execution. The County shall not make payments or disburse funds for services performed or costs incurred outside the Effective Term. However, all eligible costs incurred during the Effective Term, even if this Agreement has not been executed by the Parties, will be eligible for payment in accordance with the terms of this Agreement. M-DCPS agrees that any unspent and/or uncommitted funds remaining in the Program after July 31, 2024 shall be returned to the County. This Agreement may be renewed subject to approval 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 Board of County Commissioners, the total amount payable for services rendered under this Agreement during the Effective Term shall be \$1,047,898.00. Payment should be made according to Section IX- Payment Procedures. The Parties agree that should available funding be reduced, the amount payable under this Agreement may be reduced at the sole discretion of the County. M-DCPS agrees to adhere to the Budget.

V. PROOF OF BACKGROUND SCREENING.

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

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

VI. E-VERIFY.

By entering into this Contract, M-DCPS becomes obligated to comply with the provisions of section 448.095, Florida Statute, 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 the 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, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Eleventh Judicial Circuit Court of Florida 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 County 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 public contract 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.

VII. AUTONOMY AND THIRD PARTIES.

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

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

VIII. TERMINATION BY EITHER PARTY.

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

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

IX. PAYMENT PROCEDURES.

The County agrees to pay M-DCPS for services rendered under this Agreement based on the payment schedule, Budget or both.

A. Cost-Based Contracts. Reimbursement and Advances. The Parties agree that this is a cost-based Agreement. M-DCPS shall be paid through reimbursement payment based on the Contract's approved Budget, and subject to the provision of proper documentation of service delivery and incurred expenses to the County. Proper documentation includes, but is not limited to, itemized vendor invoices showing the service date or order date coinciding with the fiscal

period (note, itemized list of items purchased must be related to the approved budget and scope of work), proof of payment to include a copy of the cancelled check, or ACH confirmation and a copy of the related bank statement, client lists to substantiate the quantity of materials/supplies ordered, or event listing, payroll register and summary for staff budgeted, and fully executed subcontract agreements, pre-approved by Office of Management and Budget -Grants Coordination (OMB-GC). If the actual performance levels of the program(s) covered by this Agreement are less than the expected performance levels, then the County may adjust payments, recapture the funded award, or seek repayment based on the level of performance. The County reserves the right to disallow any expenditures unrelated to the approved budget and scope of work, which may include purchase of items and materials not contemplated in the budget, staff substitutions that were not pre-approved by the County, expenses exceeding the budget by more than 15 percent, improperly documented expenses (i.e. lacking invoices, bank statements, cancelled checks, payroll documents, etc.) and expenses incurred outside the Contract's Effective Term. The County, at its sole discretion, may request additional supporting documentation for any expenditures that require further validation.

Upon proper and complete execution of this Contract (to include proof of insurance), and submission of a request for payment on M-DCPS' letterhead, the County may provide M-DCPS with 25 percent of the Contract amount in advance. M-DCPS' request for this advance payment must be submitted in writing and must specify the reasons and justifications for such advance payment. It need not be accompanied by a detailed expenditure report. The County shall have the sole discretion in determining whether to provide any advance payments and is not obligated to do so under any circumstances.

B. Monies Owed to the County. The County reserves the right, in its sole discretion, to reduce payments to M-DCPS in order to recapture any monies owed to the County. In accordance with Miami-Dade County Administrative Order No. 3-29, a provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved re-payment plan.

Additionally, in accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by M-DCPS to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due to the County from M-DCPS under this Contract. Such retained amount shall be applied to the amount owed by M-DCPS to the County. M-DCPS shall have no further claim to such retained

amount(s) which shall be deemed full accord and satisfaction of the amount due to the County from M-DCPS for the applicable payment due herein.

C. No Payment of Subcontractors. In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by M-DCPS following requirements and limitations as detailed in of this Agreement.

D. Requests for Payment. The County agrees to pay all budgeted costs incurred by M-DCPS that are allowable under County guidelines. In order to receive payment for allowable costs, M-DCPS shall submit two Monthly Payment Request forms, on forms provided by the OMB-GC. One monthly payment request shall be for H.E.R.O. Elementary-School related expenses funded by the Children's Trust and the second request shall be for the Middle & High School Program related expenses funded by Miami-Dade County. The OMB-GC must receive these Monthly Payment Requests no later than the 30th day of the month following the month in which services were provided. The Monthly Payment Request shall reflect the expenses incurred by M-DCPS for the month in which services were rendered and documented in the Monthly Progress Report. Upon submission of satisfactory required monthly reports, the OMB-GC shall make payment. If M-DCPS is not meeting its expected expenditure rates, then a corrective action plan must accompany M-DCPS' Monthly Payment Request.

The County will not approve payments for in-kind or volunteer services provided by M-DCPS on behalf of the project. The OMB-GC shall accept originals of invoices, receipts, and other evidence of indebtedness as proof of expenditures. When original documents cannot be produced, M-DCPS must adequately justify their absence in writing and furnish copies as proof of the expenditures.

E. Processing the Payment Request. After the OMB-GC reviews and approves the payment request, the OMB will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to M-DCPS at the address listed in Article XI of this Agreement unless otherwise directed by M-DCPS in writing. The Parties agree that the processing of a payment request from date of submission by M-DCPS shall take a maximum of 45 days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance, section 2-8.1.4 of the Code of Miami-Dade County, Florida, Administrative Order 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented, as determined by the County in its sole discretion. It is the responsibility of

M-DCPS to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

Failure to submit monthly reimbursement requests with supporting documentation in a manner deemed correct and acceptable by the County, by the 30th day of each month following the month in which the service was delivered, shall be considered a breach of this Agreement, and may result in termination of this Agreement.

G. Final Request for Payment. A final request for payment from M-DCPS will be accepted by the OMB-GC up to thirty (30) days after the expiration of this Agreement. If M-DCPS fails to comply, all rights to payment shall be forfeited. The request for the final payment may include accruals of the personnel costs listed in the Budget, which M-DCPS is obligated to pay after the close of the period for services provided within the term of the Agreements.

X. KEY PERSONNEL

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

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

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

Daniel T. Wall, Miami-Dade County Office Management and Budget,
Assistant Director – Miami-Dade County

- B. Program Administration

Miami-Dade County Mayor or Mayor's designee – Miami-Dade County

Daniel T. Wall, Miami-Dade County Office Management and Budget,
Assistant Director – Miami-Dade County

Dr. Cynthia Hannah – Miami-Dade County Public Schools

C. Legal

Miami-Dade County Attorney's Office

Miami-Dade County Public Schools, School Board Attorney's Office

XI. 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

And a copy to:

MIAMI-DADE COUNTY
OFFICE OF MANAGEMENT AND BUDGET, GRANTS COORDINATION
Attn: Daniel T. Wall, Assistant Director
111 N.W. 1st Street, 22nd Floor
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 Superintendant
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

XII. INDEMNIFICATION.

A. M-DCPS shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which the 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 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 the County, where applicable, including appellate proceedings, and shall pay all costs and judgments, which may issue thereon. If section 768.28, Florida Statutes, as may be amended, 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..

C. The 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 the County or its employees, agents, servants, partners, principals or subcontractors. The 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, as may be amended, is applicable, the 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 the 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 the County.

XIII. PROHIBITED USE OF FUNDS.

A. County funds paid pursuant to this Agreement shall not be used for expenses of or related to: expenses of a personal nature, political and sectarian activities, lobbying, legal fees, financial investment services, investments, financing costs, bank fees, debt, mortgages, loans,

lines of credit, credit cards, interest payments, late fees or other penalties, regulatory fines or penalties, tax fees, penalties, or liens, or for activities prohibited by federal, state, or local law, or for any expenses not allowable pursuant to the Budget and Scope of Work.,.

B. Commingling Funds. M-DCPS shall not commingle funds provided under this Agreement with funds received from any other funding sources.

C. No Supplanting of Existing Public Funds. Funding may not be used as a substitute for existing resources or for resources that would otherwise be available for these services, or to replace funding previously provided by, and currently available from, local and state funding sources for the same purpose.

D. Segregation of Funding. M-DCPS shall segregate funds received for this Program by funding source. Within ten (10) days of execution, the M-DCPS 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 shall ensure that its Boards of Directors is apprised of the fiscal, administrative and agreement obligations of the Program funded through the County by passage of a formal resolution or other formal action authorizing execution of this Agreement with the County. A copy of the resolutions must be forwarded with the Agreement to the County within ten (10) days of execution.

B. Accounting Records. M-DCPS shall keep accounting records which conform with generally accepted accounting principles. In addition to any retention requirement of Florida's Public Records laws, all such records will be retained by M-DCPS and be available for review by the County for not less than five (5) 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 amendment 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, M-DCPS 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, the date of receipt, and contain 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. In accordance with Attachment C, "Reporting Requirements," M-DCPS shall furnish the County and The Children's Trust with written progress reports on the achievement of the Program's goals and expenditure of all Program funds as outlined in the Scope of Services and/or Budget. The reports shall explain M-DCPS' progress for that reporting period and identify how Program funds were expended. The data should be quantified when appropriate. Said reports are due by dates indicated within Attachment C. The final progress report shall be due forty-five (45) days after the expiration or termination of this Agreement.

E. Programmatic Data Reporting. Demographic and service information on Program participants will be provided to the County. M-DCPS agrees to comply and participate in any data collection reporting, including participant data as required by the County in Attachment C, subject to confidentiality requirements. In addition, M-DCPS agrees to furnish the County with complete and accurate reports in the timeframe and format to be reasonably specified by the County, and as described in Attachment C.

F. Final Report/Recapture of Funds. In addition to any programmatic and data reports required in Attachment C to this Agreement and monthly progress reports required in Section IX. D, above, M-DCPS shall submit a final report to the County, no more than forty-five (45) days after the expiration or termination of this Agreement. The final report shall confirm how the goals as outlined in the Scope of Services, 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 therein. The County reserves the right to request interim reports identifying achievement of goals and expenditures relating to this Agreement. If after receipt of such final report, the County determines that M-DCPS has been paid funds not in accordance with the Agreement, and to which it is not entitled, M-DCPS shall return such funds to the County or submit appropriate documentation. The County shall have the sole discretion in determining if M-DCPS 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.

FY 2023-2024 \$1,047,898.00.

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

G. Monitoring: Management Evaluation and Performance Review. M-DCPS agrees to permit County and/or The Children's Trust's personnel to monitor, review and evaluate the

Program. The County shall monitor both fiscal and programmatic compliance with all the terms and conditions of the Agreement. M-DCPS shall permit the County and The Children's Trust to conduct site visits, participant assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to M-DCPS which will rectify all deficiencies cited, within the period of time specified in the report. If such deficiencies are not corrected with the specified time, the County may suspend payments or terminate this Agreement. The County shall conduct one or more formal management evaluation and performance reviews of M-DCPS. This Agreement will not be considered for appropriation of future funding unless the County concludes that M-DCPS has satisfactorily performed the provisions of this Agreement.

H. 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 agrees 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 shall have occurred under this Agreement if: (1) M-DCPS fails to provide the services outlined in the Scope of Services within the Effective Term of this Agreement; (2) M-DCPS ineffectively or improperly uses the County funds allocated under this Agreement; (3) M-DCPS does not furnish the Certificates of Insurance, if required by the County; (4) M-DCPS does not furnish proof of licensure/certification or proof of background screening, if required by the County; (5) M-DCPS fails to submit, or submits incorrect or incomplete, proof of expenditures to support funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) M-DCPS does not submit or submits incomplete or incorrect required reports; (7) M-DCPS refuses to allow the County or The Children's Trust access to records or refuses to allow the County or The Children's Trust to monitor, evaluate and review the Program; (8) M-DCPS discriminates under any of the laws outlined in this Agreement; (9) M-DCPS attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; (10) M-DCPS fails to correct deficiencies found during a monitoring, evaluation or review within the Effective Term of this Agreement; (11) M-DCPS fails to comply with Florida's Public Records laws; and (12) M-DCPS fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this Contract

shall not be deemed to be a waiver of any other breach and shall not be construed to be an amendment of this Agreement.

B. County Remedies. If M-DCPS breaches 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 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 with County funds under this Agreement; (b) seek reimbursement of County funds allocated to M-DCPS under this Agreement; (c) terminate or cancel any other contracts entered into between the County and M-DCPS;

2. The County may suspend payment in whole or in part under this Agreement by providing written notice to M-DCPS 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 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;

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

4. If, for any reason, M-DCPS attempts 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 M-DCPS 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

5. Any other remedy available at law or equity.

C. Damages Sustained. Notwithstanding the above, M-DCPS 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 or the County to perform the services. 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 and/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 Contract term and following completion of the Contract if the Parties retains said.

**IF M-DCPS HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE
COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT Miami-Dade
County, Office of Management and Budget - Grants Coordination,
Attention: Grace M. Ferreira, 111 N.W. 1st Street, 22nd Floor, Miami,
Florida 33128, Telephone: (305) 375-4742
Email: Grace.Ferreira@miamidade.gov**

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

XVII. AUDIT REQUIREMENTS.

A. Financial Statement Audit. M-DCPS' independent certified public accounting firm (CPA) 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, section 215.97, Florida Statutes, if applicable.

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

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

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

If M-DCPS' 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.

XVIII. MISCELLANEOUS.

A. Amendments. Modifications to any provision of this Agreement, including, but not limited to, reduction of amount payable and Effective Term shall only be valid when they have been reduced to writing, duly approved and memorialized in an amendment to this Agreement signed by the Parties.

The County and M-DCPS mutually agree that any amendment 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 and memorialized in a written amendment to this Agreement between the Parties.

Only the County Mayor or the County Mayor's designee is authorized to amend this Agreement on behalf of the County.

Only the Superintendent or the Superintendent's designee is authorized to amend of this Agreement on behalf of M-DCPS.

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

M-DCPS agrees 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 it does not, and will not discriminate against any Program participant because of or on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability.

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

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

C. Injury. M-DCPS shall complete 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 performing under this Agreement. M-DCPS shall provide written notification of the incident together with a copy of the incident report to the County within three (3) working days of the incident. 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 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 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.

D. Sexual Harassment. In accordance with School Board Policy 1362.02, M-DCPS shall document and investigate alleged incidents of sexual harassment, sexual misconduct or sexual assault by a Program participant, M-DCPS personnel, volunteers, or sub-contracted personnel performing under this Agreement. M-DCPS shall also require all appropriate employees, volunteers and subcontracted personnel be knowledgeable of their responsibilities to report child abuse and neglect and attest to such knowledge by execution of the Child Abuse & Neglect Reporting Requirements form, which is incorporated herein and attached hereto as Attachment G. M-DCPS shall provide written notification of an alleged incident to the County within three (3) working days of the incident being reported. M-DCPS shall also provide written notification to the County, within seven (7) days, of any threat or commencement of legal action that is caused by, resulting from, or related to any such alleged incident.

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

E. Anti-Nepotism Policy. M-DCPS 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.

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

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

H. Minimum Insurance Requirements: Certificates of Insurance. Subject to a waiver issued by the County, the Provider shall submit to Miami-Dade County, c/o Office of Management and Budget (OMB), 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that, upon execution of this Agreement or on the date commencing the Effective Term of this Agreement, whichever is earlier, insurance coverage has been obtained which meets the requirements as outlined below:

1. All insurance certificates must list the COUNTY as "Certificate Holder" in the following manner:

Miami-Dade County

111 N.W. 1st Street, Suite 2340

Miami, Florida 33128

2. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statutes, Chapter 440.

3. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

*NOTE: For Human and Social Service organizations providing care and other services to vulnerable clients, such as children, elderly adults and those with intellectual and developmental difficulties, the policy must also be endorsed to include abuse and molestation coverage.

4. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For Providers supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more that are used in connection with the work, the combined single limit per occurrence for a bodily injury and property damage required for the Auto Liability is \$1,000,000.

5. Professional Liability Insurance in the name of the Provider, in an amount not less than \$250,000, for Providers offering professional services directly to customers and regularly giving advice, Professional Liability Insurance is required in the name of the Provider, in an amount not less than \$250,000.

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

a) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the COUNTY's Risk Management Division, Internal Services Department, or successor departments or agencies.

OR

b) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services.

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. Incorporation of other documents. The County's Contract with The Children's Trust, Contract No. 2421-7600, as may be amended within the Children's Trust agreement's effective term, is incorporated herein by reference and attached hereto as Attachment F.

K. Totality of Agreement / Severability of Provisions. The pages of the Agreement with its recitals on the first page, signatures on the last page and attachments as referenced below contain all the terms and conditions agreed upon by the Parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Programmatic Data and Reporting Requirements
Attachment D:	Photography/Video Consent Form
Attachment E:	Contract No. 2421-7600 between Miami-Dade County and The Children's Trust, as may be amended within the Agreement's effective term
Attachment F:	Child Abuse & Neglect Reporting Requirements Form

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

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

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

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

By: _____
Superintendent of Schools or Designee

By: _____
Mayor or Mayor's Designee

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Attorney for School Board

By: _____
Assistant County Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

By: _____
Risk Management

By: _____
Risk Management

APPROVED AS TO PROCUREMENT
REQUIREMENTS:

LUIS G. MONTALDO, CLERK
AD INTERIM, CLERK

By: _____
Procurement

By: _____

EXHIBIT B – ATTACHMENT A

Attachment A
Scope of Services
FAMILY AND NEIGHBORHOOD SUPPORT SERVICES

1. PROGRAM DESCRIPTION

Case Management Referral Program: The Case Management Referral Program (Program) is an innovative collaboration that identifies youth at highest risk of being victims or perpetrators of violence and their families. The Program works to align services for said youth and their families, supports neighborhood programs and providers, and measures the progress of students who received said services and supports. The Program leverages resources, experiences, and ideas to create data-driven plans to address, reduce, and prevent youth violence.

A. H.E.R.O. (Here Everyday Ready On Time) Truancy Prevention Program: The **H.E.R.O. Truancy Prevention Program** is a countywide systematic approach to reducing youth violence by identifying children most at risk (those receiving 3 or more absences) and providing them with the necessary prevention and intervention services at the fifth absence to increase daily school attendance across the following geographic regions: Homestead/Naranja/Florida City, Perrine/Richmond Heights/Goulds, Overtown, Liberty City, Northeast Corridor and Miami Gardens/Opa-Locka in Miami-Dade County (County). Intervention services may consist of student conferences, parent/guardian conferences, wrap-around case management with referrals for support services, court appearances, and ongoing monitoring and follow-up sessions.

B. Middle & High School Aged Youth Program: Miami Dade-County Juvenile Services Department (JSD) offers the JSD Prevention Program (Prevention Program) to at-risk youth throughout Miami-Dade County. The Prevention Program offers evidence-based assessments, referrals, and case management services. Additionally, multi-disciplinary staffings are held between JSD's licensed clinicians, school personnel, and other professionals to address challenging cases of clients with service needs, with a priority placed on youth with high service needs. As part of the Program, Miami Dade County Public Schools (M-DCPS) will identify school-age students, with an emphasis on middle school-age school youth, who have demonstrated four or more early-warning indicators, such as chronic school absences, behavioral problems, failing core courses, or any other sign that the student is struggling and could benefit from the Prevention Program or JSD's services.

In addition, JSD and M-DCPS will expand the referral opportunities to include students who would benefit from participating in the Prevention Program and receiving services as defined by appropriate school site personnel. To that end, JSD, in collaboration with M-DCPS will conduct information sessions with school personnel to explain the Prevention Program, the services offered, and potential benefits from participating therewith. Said information sessions may be held independently or in conjunction with regularly conducted M-DCPS meetings or activities where parents are in attendance, with the intent of educating parents of the services available and identifying vulnerable youth in need of additional support services. JSD's new mission statement states "The Juvenile Services Department (JSD) provides a continuum of comprehensive services that focus on protecting, empowering, and building resiliency in children and families." As such, since 2021, the scope of the Middle & High School Age Youth Program has changed to include all youth residing in Miami Dade County. By removing the age bracket, JSD will be able to service any referral received through the Case Management Referral Program regardless of the youth's age, which falls in line with JSD's vision.

Students will be referred to the Prevention Program for services, which include: the administration of evidence-based age and gender appropriate tools, linkage to service providers, and case management services. Student referral pathways from M-DCPS to JSD are categorized as follows:

Early Warning Indicator System Referral – a student has demonstrated 4 or more early warning indicators but has not been suspended or expelled from an M-DCPS school.

School-Site Referral– a student has demonstrated service needs for Prevention Program services (ex: experimentation with substance abuse, behavioral problems, etc.) per the discretionary judgment of school-site administrators or School Champion. Although participation in the Prevention Program is voluntary and subject to the family's acceptance of the referral, the Prevention Program must be explained in detail to the parent/guardian. Licensed clinicians at JSD provide oversight and multi-disciplinary meetings between JSD Licensed clinicians, M-DCPS staff, and any other agency working with the youth to ensure that appropriate interventions are in place.

Success Center Referral –Student Success Centers provide an educational setting and safe haven for referred students (ages 11 and older) (1) exhibiting Level III-IV behavior, as defined in the Code of Student Conduct; and (2) with M-DCPS' Regional staff's approval, habitual violators of Level II infractions of the Code of Student Conduct. The Student Success Centers provide a setting staffed by teachers, counselors, and other service providers. Students are supervised and receive academic support to ensure that school assignments are completed. In addition, counseling and wrap-around services are offered to families in need of social or emotional assistance. Participation in the JSD Prevention Program will be offered as a voluntary service provided to families of students the first time they are referred to Student Success Centers. If a referral is accepted, the JSD licensed clinicians will utilize phone calls, before and after school visits, and home visits to engage with and serve the family.

Participation in the Prevention Program is voluntary. However, every youth in Miami-Dade County is eligible to receive services. M-DCPS will continue to disseminate information about the Prevention Program to parents and students as a regular part of its educational platform, as appropriate. Additionally, when a student is identified for any of the three referral pathways referenced herein, the parent will receive an information packet explaining services and purposes of the Prevention Program and a call from the School Champion. M-DCPS and JSD will meet monthly to ensure that program deliverables on behalf of referenced students are being achieved.

C. One-Stop: The One Stop Educational and Community Service Center (One Stop) represents a partnership between the Florida Department of Juvenile Justice (DJJ), JSD and M-DCPS as well as numerous community-based organization partners, which include, but are not limited to, Concerned African Women, Inc., Gang Alternative, Inc., AGAPE Network, Inc., Chrysalis Health, Inc., Institute for Child & Family Health, Inc., Florida Department of Children and Families, DJJ, and Miami Bridge, Inc. Specialized support and triage services are available throughout the entirety of Miami-Dade County. The One Stop Wrap-Around Service Specialist works in partnership with a Transition and Outreach Specialist to coordinate the academic, social, emotional, health, personal, and career needs of families and students who have been referred by the Student Success Center, the Secondary Student Success Program and those who are transitioning out of the DJJ. Through the One Stop, efforts are coordinated with social services agencies to provide more wraparound services and clear pathways to vocational careers or post-secondary institutions. One Stops provide a comprehensive multi-disciplinary educational assessment to all students. Students obtain One Stop services through court, school, or community agency referrals or walk-in requests. One Stop Wrap-Around Specialists will monitor the status of students on an on-going basis.

M-DCPS will utilize the One Stop Transition Database (database utilized by One-Stop Wrap-Around Specialists and the DJJ) to allow all stakeholders to share information, provide support and interventions and monitor the transition and status on an on-going basis of students who are reentering the community and returning to an educational setting.

While the number of students served and services provided to families are based upon multiple infractions of the M-DCPS Code of Student Conduct and juvenile arrests, it is projected that up to 2,500

services will be provided to 1,500 individual students during the 2023-24 school year.

2. **GEOGRAPHIC AREA(S) TO BE SERVED and H.E.R.O. SERVICE LOCATION SITES**

A. **H.E.R.O. TRUANCY PREVENTION PROGRAM LOCATIONS**

Most children and families enrolled in **H.E.R.O. Truancy Prevention Program** will reside within or attend one of the schools located in the geographic area(s) specified below.

Location Number	School	Address	City	Zip Code
Location 1	0161-Avocado ES	16969 SW 294 th Street	Miami	33030
Location 2	2941-Laura C. Saunders ES	505 SW 8 Street	Homestead	33030
Location 3	5791-West Homestead K-8 Center	1550 SW 6 th Street	Homestead	33030
Location 4	0073-Mandarin Lakes K-8 Academy	12225 SW 280 th Street	Miami	33032
Location 5	0311-Goulds ES	23555 SW 112 th Ave	Miami	33032
Location 6	0771-W.A. Chapman ES	27190 SW 140 th Ave	Miami	33032
Location 7	0651-Campbell Drive K-8 Center	15790 SW 307 th Street	Miami	33033
Location 8	2001-Florida City ES	364 NW 6 th Avenue	Florida City	33034
Location 9	3581- Myrtle Grove K-8 Center	3125 NW 176 th Street	Miami Gardens	33056
Location 10	4121-Dr. Robert Ingram ES	600 Ahmad Street	Opa-Locka	33054
Location 11	5971-Nathan B. Young ES	14120 NW 24 th Avenue	Opa-Locka	33054
Location 12	3241-Miami Gardens ES	4444 NW 195 th Street	Miami	33055
Location 13	5991-Charles D. Wyche ES	5241 NW 195 th Drive	Miami	33055
Location 14	0081-Lenora B. Smith ES	4700 NW 12 th Avenue	Miami	33127
Location 15	2351 – Eneida M. Hartner ES	401 NW 29 th Street	Miami	33127
Location 16	1361-Frederick Douglass ES	314 NW 12 th Street	Miami	33136
Location 17	5931-Phillis Wheatley ES	1801 NW 1 st Place	Miami	33136
Location 18	0881-Comstock ES	2420 NW 18 th Avenue	Miami	33142
Location 19	1561-Earlington Heights ES	4750 NW 22 nd Avenue	Miami	33142
Location 20	3181-Melrose ES	3050 NW 35 th Street	Miami	33142
Location 21	4071-Olinda ES	5536 NW 21 st Avenue	Miami	33142
Location 22	4171-Orchard Villa ES	5720 NW 13 th Avenue	Miami	33142
Location 23	4401-Kelsey L. Pharr ES	2000 NW 46 th Street	Miami	33142
Location 24	2981-Liberty City ES	1855 NW 71 st Street	Miami	33147
Location 25	3301-Henry Reeves K-8 Center	2005 NW 111 th Street	Miami	33167
Location 26	4501-Poinciana Park ES	6745 NW 23 rd Avenue	Miami	33147
Location 27	0101-Arcola Lake ES	1037 NW 81 st Street	Miami	33150
Location 28	2501-Holmes ES	1175 NW 67 Street	Miami	33150
Location 29	3021-Jesse J. McCrary, Jr. ES	514 NW 77 th Street	Miami	33150
Location 30	0261-Bel-Aire ES	10205 SW 195 th Street	Cutler Bay	33157

Location Number	School	Address	City	Zip Code
Location 31	3541-Robert Russa Moton ES	18050 Homestead Avenue	Miami	33157
Location 32	4021-Oak Grove ES	15640 NE 8 th Avenue	Miami	33162
Location 33	4461-Pine Villa ES	21799 SW 117 th Court	Miami	33170
Location 34	0341-Arch Creek ES	702 NE 137 th Street	North Miami	33161
Location 35	0681-Carol City ES	4375 NW 173 rd Drive	Miami Gardens	33055
Location 36	2281-Greynolds Park ES	1536 NE 179 th Street	North Miami Beach	33162
Location 37	3701-Norland ES	19340 NW 8 th Court	Miami Gardens	33169
Location 38	3051-Toussaint L'Ouverture ES	120 NE 59 th Street	Miami	33137
Location 39	4301-Park View ES	17631 NW 20 th Avenue	Miami Gardens	33056

B. MIDDLE & HIGH SCHOOL AGED YOUTH PROGRAM LOCATION SITES

Location Number	School	Address	City	Zip Code
Location 1	Campbell Drive K-8	15790 SW 307 th Street	Miami	33033
Location 2	Coconut Palm K-8	24400 SW 124 th Ave	Homestead	33032
Location 3	Gateway Environmental K-8	955 SE 18 th Ave	Homestead	33035
Location 4	Irving & Beatrice Peskoe K-8	29035 SW 144 th Ave	Miami	33033
Location 5	Laura C. Saunders K-8	505 SW 8 th Street	Homestead	33030
Location 6	Mandarin Lakes K-8	12225 SW 280 th Street	Miami	33032
Location 7	Homestead Senior	2351 SE 12 th Ave	Homestead	33034
Location 8	West Homestead K-8	1550 SW 6 th Street	Homestead	33030
Location 9	South Dade Middle	29100 SW 194 th Ave	Miami	33030
Location 10	South Dade Senior	28401 SW 167 th Ave	Miami	33030
Location 11	Homestead Middle	650 NW 2 nd Ave	Homestead	33030
Location 12	Redland Middle	16001 SW 248 th Street	Miami	33031
Location 13	Cutler Bay Middle School	19400 Gulfstream Road	Cutler Bay	33157
Location 14	Miami Southridge Senior	1935 SW 114 th Ave	Miami	33157
Location 15	Miami Killian Senior	10655 SW 97 th Ave	Miami	33176
Location 16	Palmetto Middle	7351 SW 128 th Street	Pinecrest	33156
Location 17	Southwood Middle	16301 SW 80 th Ave	Cutler Bay	33157
Location 18	Miami Palmetto Senior	7460 SW 118 th Street	Pinecrest	33156
Location 19	Felix Varela Senior	15255 SW 96 th Street	Miami	33196
Location 20	G. Holmes Braddock Senior	3601 SW 147 th Ave	Miami	33185
Location 21	Miami Coral Park Senior	8865 SW 16 th Street	Miami	33165
Location 22	Richmond Heights Middle	15015 SW 103 rd Ave	Miami	33176
Location 23	Robert Morgan Educational Center	18180 SW 122 nd Ave	Miami	33177
Location 24	Arthur & Polly Mays Conservatory	11700 SW 216 th Street	Miami	33170
Location 25	Jorge Mas Canosa Middle	15735 SW 144 th Street	Miami	33196
Location 26	Coral Gables Senior High School	450 Bird Road	Coral Gables	33146
Location 27	Carol City Middle	3737 NW 188 th Street	Miami Gardens	33055
Location 28	Lake Stevens Middle	18484 NW 48 th Place	Miami	33055
Location 29	Miami Carol City Senior	3301 Miami Gardens Drive	Miami Gardens	33056
Location 30	Andover Middle	121 NE 207 th Street	Miami Gardens	33179
Location 31	Norland Middle School	1235 NW 192 nd Terr	Miami Gardens	33169
Location 32	Miami Norland Senior	1050 NW 195 th Street	Miami Gardens	33169
Location 33	American Senior	18350 NW 67 th Ave	Miami	33015
Location 34	North Dade Middle	1840 NW 57 th Street	Miami Gardens	33054
Location 35	Hialeah-Miami Lakes Senior	7977 West 12 th Ave	Hialeah	33014
Location 36	North Miami Beach Senior	1247 NE 167 th Street	Miami	33162
Location 37	North Miami Middle	700 NE 137 th Street	North Miami	33161
Location 38	North Miami Senior	13110 NE 8 th Ave	North Miami	33161
Location 39	Alonzo & Tracy Mourning Senior	2601 NE 151 st Street	North Miami	33160
Location 40	Edison Park K-8	500 NW 67 th Street	Miami	33150
Location 41	Horace Mann Middle	8950 NW 2 nd Ave	Miami	33150

Location Number	School	Address	City	Zip Code
Location 42	Miami Edison Senior	6161 NW 5 th Court	Miami	33127
Location 43	Hubert O. Sibley K-8 Center	255 NW 115 th Street	Miami	33168
Location 44	John F. Kennedy Middle School	1075 NE 167 th Street	Miami	33162
Location 45	Jose De Diego Middle	3100 NW Fifth Avenue	Miami	33127
Location 46	Booker T. Washington Senior	1200 NW 6 th Ave	Miami	33136
Location 47	Citrus Grove Middle	2153 NW 3 rd Street	Miami	33125
Location 48	Shenandoah Middle	1950 SW 19 th Street	Miami	33145
Location 49	Miami Senior	2450 SW 1 st Street	Miami	33135
Location 50	Madison Middle	3400 NW 87 th Street	Miami	33147
Location 51	Miami Central Senior	1781 NW 95 th Street	Miami	33147
Location 52	Brownsville Middle	4899 NW 24 th Ave	Miami	33142
Location 53	Miami Northwestern Senior	1100 NW 71 st Street	Miami	33150
Location 54	Georgia Jones-Ayers Middle	1331 NW 46 th Street	Miami	33142
Location 55	Miami Jackson Senior	1751 NW 36 th Street	Miami	33142
Location 56	Miami Springs Middle	150 South Royal Poinciana Blvd	Miami Springs	33166
Location 57	Miami Springs Senior	750 Dove Avenue	Miami Springs	33166

C. ONE-STOP LOCATIONS

Location Number	School	Address	City	Zip Code
Location 1	500 Role Model Campus	6300 NW 27 th Avenue	Miami	33147
Location 2	Lincoln Square	18425 NW 2 nd Ave, South Tower 2 nd FL	Miami Gardens	33169
Location 3	Rohde Building	401 NW 2 nd Ave, North Tower, 7 th Floor	Miami	33128
Location 4	Kendall Summit Office Park	11430 N. Kendall Drive	Miami	33176
Location 5	South Dade Office Tower	10700 Caribbean Blvd.	Miami	33189

3. PROGRAM ACTIVITIES

A. H.E.R.O. TRUANCY PREVENTION PROGRAM

1) Eligibility Screening & Priority Risk Factors

Eligibility to receive services through the **H.E.R.O. Truancy Prevention Program** is based on a student's history of chronic absenteeism, as reflected in M-DCPS' student attendance records, and/or other at-risk factors, e.g. School Factors: bullying, poor academic achievement, reading below grade level, and behavior problems; and Home Factors: domestic violence, child abuse, neglect, or abandonment history, homelessness, substance abuse, mental health illness, poverty, incarcerated parent/guardian, and any other factors or challenges that the student and family are experiencing that could impact regular school attendance.

Students who are compulsory age and have accrued three (3) or more unexcused absences shall be scheduled for an initial Truancy Child Study Team (TCST) – Level 1 meeting at his/her school with their parent/guardian. In an effort to determine the root cause of the student's absenteeism, an in-depth interview with the parent/guardian is conducted and a Truancy Child Study Team Report is completed at the meeting. Students who are not of compulsory age and have accrued five (5) or more unexcused absences will be scheduled for an Attendance Success Meeting.

2) Core program focus factors:

Child attendance, chronic absenteeism or truancy: According to section 1003.26, Florida Statutes, a student's primary teacher must report to the school principal that a student may be exhibiting a pattern of nonattendance if a student has had at least five (5) unexcused absences, or absences for which reasons are unknown, within a calendar month or 10 unexcused absences, or absences for which the reasons are unknown, within a 90-calendar-day period. For the purposes of the **H.E.R.O. Truancy**

Prevention Program, students who have had absences that meet or exceed the above-mentioned criteria during the previous school year will be provided with both interventions and prevention services.

3) Associated program focus factors:

Child academic performance: child has failed one or more academic subjects, which is determined at the end of the school year when a subject's cumulative grade is an F, a score below 60 percent.

4) Attendance-based Participant Numbers and Activities Table

Attendance-based activities are ongoing intensive services with participants for whom demographics and individual attendance are reported. This table specifies the **unduplicated number of participants expected to complete the H.E.R.O. Truancy Prevention Program** (i.e., attend the required number of sessions). The number of participants and required sessions per activity are identified below in the activities section.

* Due to some families having more than one child identified for services, this number may be lower than the number of children referred for services

Participants – Attendance-based Activities	# of Unduplicated Participants
Families (of the parents and children below)	Outreach: 18,000 Intensive Services: 1,253**
Parents/Caregivers	N/A
Children/Youth	Outreach: 18,000 Intensive Services: 1,253
# of families with children with disabilities	84
Other Adults (i.e. staff/professionals/mentors)	0

A. H.E.R.O. Truancy Prevention Program: Attendance-based Participant Numbers and Activities Table

Activity/Service Name & Description	# Children/ Youth	# Parents/ Caregivers	# Others	Required Sessions	Responsible Agency(ies)
Eligibility Screening Principals will send out a District Approved letter advising parents/guardians that their child's school is part of the H.E.R.O. Truancy Prevention Program as well as the importance of school attendance.	18,000	Not tracked	Not tracked	Not tracked	M-DCPS
Intervention & Prevention (0-4 Absences) Provide intervention and prevention services to students who have exhibited chronic absenteeism in past years, have at-risk factors that could result in chronic school absenteeism. Parent/Guardian conferences are held with the family to determine the underlying needs which	1,253 or less	N/A	N/A	1	M-DCPS

A. H.E.R.O. Truancy Prevention Program: Attendance-based Participant Numbers and Activities Table

Activity/Service Name & Description	# Children/ Youth	# Parents/ Caregivers	# Others	Required Sessions	Responsible Agency(ies)
may be affecting the student's attendance. During the meeting(s), a plan is developed with the parent/guardian to link them with internal supports and/or community-based organizations that can provide them with wrap-around services.					
Truancy Child Study Team (TCST) Meetings Truancy Intervention Program – Level 1 Students accruing five (5) or more unexcused absences shall be scheduled for a Truancy Child Study Team (TCST) – Level 1 meeting. The Miami-Dade Schools Police Chief will send a letter to the student's parents/guardians advising them of the meeting date and time. For cases in which the parent/guardian failed to attend a scheduled TCST-1 meeting, a school police locate will be initiated for a wellness check and to provide the parent/guardian with a new meeting notification. (This will only be initiated for cases where the parent/guardian did participate after two or three attempts). Each school has an attendance team, which consists of a school site administrator, school guidance or trust counselor and teacher/counselor. Meetings will include the school's attendance team, the student and his or her parent/guardian. Additionally, if the school is aware of an outside agency that is working with the student and/or family, that agency will also be invited to participate. Parents/Guardians, student, and attendance team will all sign the Truancy Child Study Team Intervention Plan. The teacher/counselor conducts case management and provides follow up services as described in the table below. Truancy Child Study Team – Level 2 If student accrues five (5) more unexcused absences after participating in a TCST - Level 1 meeting, a TCST – Level 2 meeting will be scheduled with all parties who participated in the TCST - Level 1 Meeting and include outside	667or less	N/A	N/A	1	M-DCPS

A. H.E.R.O. Truancy Prevention Program: Attendance-based Participant Numbers and Activities Table

Activity/Service Name & Description	# Children/ Youth	# Parents/ Caregivers	# Others	Required Sessions	Responsible Agency(ies)
agencies working with the student and/or family since the Level 1 meeting. The Miami-Dade Schools Police Chief will send a letter to the student's parents/guardians advising them of the meeting date and time. For cases in which the parent/guardian failed to attend a scheduled TCST-1 meeting, a school police locate will be initiated for a wellness check and to provide the parent/guardian with a new meeting notification. The attendance committee shall review the report and interventions from the TCST - Level 1 meeting. Based on the needs of the student and family, the team shall prescribe new interventions or modify the existing plan to help improve the student's attendance. The teacher/counselor conducts case management and provides follow up services as described in the table below. Truancy Intervention Program – Level 3 If student accrues five (5) more unexcused absences after participating in a TCST-Level 2 meeting, a Truancy Child Study Team – Level 3 meeting will be scheduled with all parties who participated in the TCST – Level 2 Meeting and include outside agencies working with the student and/or family since the Level 2 meeting. The Miami-Dade Schools Police Chief will send a letter to the student's parents/guardians advising them of the meeting date and time. For cases in which the parent/guardian failed to attend a scheduled TCST-1 meeting, a school police locate will be initiated for a wellness check and to provide the parent/guardian with a new meeting notification. The attendance committee shall review the report and interventions from the TCST - Level 2 Meeting. Based on the needs of the student and family, the team shall prescribe new interventions					

A. H.E.R.O. Truancy Prevention Program: Attendance-based Participant Numbers and Activities Table

Activity/Service Name & Description	# Children/ Youth	# Parents/ Caregivers	# Others	Required Sessions	Responsible Agency(ies)
or modify the existing plan to help improve the student's attendance.					
Follow Up Services Prevention and Intervention Truancy Child Study Team Level 1, 2, or 3 Meetings Each student that receives any level of Truancy Prevention services must receive follow up services that include, but are not limited to: A. Home Visitation B. Parent Conference(s) C. Student Conference(s) D. Coordinating Services with Outside Providers as well as internal resources and services E. Monitoring of the Student's Attendance F. Phone Conference(s) with Parents/Guardians G. Parent Letter(s) H. Court Appearance(s) – Students who are delinquent/truant are required to attend court.	1,253 or less	N/A	N/A	2	M-DCPS
Truancy Court When a student/family has had TCST – Level 1, 2, and 3 meetings and continues to demonstrate truant behavior, a staffing takes place at the school to determine if all intervention procedures were followed. If so, a Truancy Court Petition is filed by the Superintendent with the Clerk of the Courts, under section 984.151, Florida Statutes. The family's support system is identified to define ways they can support the goals established. The Care Plan, which establishes the framework upon which the family will achieve its goals, is to be developed in the first session and within 15 days of the assessment. Hearing (Preparation of Student Case Summary) The initial court hearing is scheduled to be held within 10 days of the filing date. On the date of the truancy hearing, selected staff from M-DCPS appear in court to substantiate the truancy petition. The judge or hearing officer hears the	Less than 5	N/A	N/A	3	M-DCPS

A. H.E.R.O. Truancy Prevention Program: Attendance-based Participant Numbers and Activities Table

Activity/Service Name & Description	# Children/ Youth	# Parents/ Caregivers	# Others	Required Sessions	Responsible Agency(ies)
petition and will ask the parents/guardians to participate in a family conferencing session for the purpose of resolving the truancy issue. If all parties agree, the judge orders a Family Conferencing Session to take place within 14 days. If parents do not agree to services, the truancy hearing cases will be filed as unsuccessful and a Children In Need of Services/Families In Need of Services (CINS/FINS) petition will be filed with DJJ. Pre-Family Conferencing Session Immediately after the initial hearing the teacher/counselor schedules a pre-family conferencing session with the student and parents/guardians. The purpose of the pre-family conferencing session is to discuss with the parent the purpose of the family conferencing session and to identify key people in the lives of the student and his or her family members that they would like to participate in the family conferencing session. The teacher/counselor then advises the parents/guardians of the date and time of the family conferencing session. The teacher/counselor will coordinate with and invite selected school personnel, personnel working with the student and/or family from outside agencies, and the individuals identified by the family to attend the family conferencing session. Family Decision-Making Conferencing Session The family decision-making conferencing session focuses on the student and endeavors to demonstrate the child's support system to him or her by bringing them all together. During the family conferencing session, which is led by the teacher/counselor, an attendance action plan is prepared. The plan will be composed of input provided by participants at the session. Information that is relevant to the specific needs of the family and child will be included in the plan. The attendance action plan is then signed by all of the attendees and becomes effective at the conclusion of the session. The Family Decision Making Conference that is strength based and supports care coordination.					

A. H.E.R.O. Truancy Prevention Program: Attendance-based Participant Numbers and Activities Table

Activity/Service Name & Description	# Children/ Youth	# Parents/ Caregivers	# Others	Required Sessions	Responsible Agency(ies)
Second (2nd) Truancy Court Hearing At the second truancy court hearing the judge or hearing officer is informed of the results of the family conferencing session and the attendance action plan is submitted to the court for the judge's or hearing officer's review. The judge or hearing officer will ask all of the participants if they are in agreement with the plan and intend to carry them out. If all parties are in agreement, the attendance action plan is then ordered. The judge will set another date for a truancy status hearing. Truancy Status Hearings The purpose of the truancy status hearings is to follow-up to determine if the student is making progress with attending school on a regular basis. Any issues or concerns that may arise are addressed at these hearings to ensure that progress is maintained. If after several truancy status hearings the judge or hearing officer feels that the student no longer needs to be monitored, the court sets a Termination of Jurisdiction. In the event that after a period of monitoring the student has made no progress and/or has reverted back to the truant behavior, the court will terminate the case as "Unsuccessful Disposition of Truancy." Once the case has been closed, a CINS, FINS, or both will be filed.					
Continuity of Services Students who are currently engaged by the H.E.R.O. Truancy Prevention Program targeted case management program will be identified in the school district's data system as a Program participant. This will support continuity of appropriate service(s) and interventions; additionally, the identification of Program participants in the school district's data system will inform school counselors and/or Case Management Referral Program attendance interventionists of past Program engagements should a student have future attendance					M-DCPS

A. H.E.R.O. Truancy Prevention Program: Attendance-based Participant Numbers and Activities Table

Activity/Service Name & Description	# Children/ Youth	# Parents/ Caregivers	# Others	Required Sessions	Responsible Agency(ies)
challenges. As H.E.R.O. Program target youth transition from elementary to middle school or from a K-8 setting to high school, there may be active needs identified and supported through the H.E.R.O. program. In addition to the Program case file that follows all H.E.R.O. youth to ensure that outreach, supports, and interventions can be reviewed if needed, if a child and family have an active H.E.R.O. child study team the incoming school counselor will receive a proactive report identifying all incoming H.E.R.O. youth alerting them of the status of the work and providing the contact information of the assigned H.E.R.O. Data Specialist should additional information be needed.					

B. MIDDLE & HIGH SCHOOL AGED YOUTH PROGRAM: Attendance-based Participant Numbers and Activities Table

Activity/Service Name & Description	# Children/ Youth	# Parents/ Caregivers	# Others	Required Sessions	Responsible Agency(ies)
Middle & High School Aged Youth Program Students will be identified through three referral pathways: - the Early Warning Indicator System and referred by M-DCPS School Champions to JSD. <u>School Site Referral</u>– a student has demonstrated service needs for Prevention Program services (ex: experimentation with substance abuse, behavioral problems, etc.) per the discretionary judgment of school-site administrators or School Champion. <u>Success Center Referral</u> –Participation in the Prevention Program will be offered as a voluntary service provided to families of students the first time they are referred to Success Centers. Multidisciplinary Staffings: In an effort to coordinate and monitor quality services, each month challenging cases will be identified to be presented and discussed at Multidisciplinary Team Staffings to ensure on-going collaboration between M-DCPS, JSD, and any other agency working with the youth.	400	300		Need-based	M-DCPS School Champions JSD Case Managers CBO Partners

C. ONE STOP PROGRAM: Attendance-based Participant Numbers and Activities Table

Activity/Service Name & Description	# Children/ Youth	# Parents/ Caregivers	# Others	Required Sessions	Responsible Agency(ies)
One Stop Educational and Community Service Centers Judge's Court Orders: Juvenile Court Judges will receive a presentation regarding the One Stop Program. Updated Court Orders will require the student and guardian to contact one of the three One Stop Centers upon their release. Educational/Career Training Enrollments: One Stop Specialists will conduct a comprehensive review of students' records and provide academic and transition advisement and placement into an appropriate academic/career setting. They will facilitate educational strategies and the development of an academic transition plan, including credit recovery, adult/vocational/technical college placement. CBO Wrap-Around Service Engagement: One Stop Specialists will assess needs and triage specialized services that utilize family and community interventions. They will coordinate multi-agency referrals and staffings.	1,500	1,200			Juvenile Court Judges One Stop Specialists CBO Partners

4. PARTICIPANT OUTCOMES

A. H.E.R.O. TRUANCY PREVENTION PROGRAM:

- 1) **Required Participant Outcomes - These outcomes are required to be collected by MDCPS, and will be included in performance reviews.**

Outcome & Target Percentage	Data Source/ Measurement Tool(s)	Meaningful Improvement	Timing	Associated Activity & Service Component
Student will improve school attendance rate from the previous school year to the end of the current school	School Report Cards/Records** <u>Scoring:</u> Absences (Number of days absent by the student divided by the total number of school days offered).		2023-24 SY At the end of the school year, attendance records from the 2022-2023 school year will be compared to attendance records from the 2021-2022 school year to determine attendance improvement closing session	Truancy Child Study Team Meeting
	Benchmarks for Chronic Absenteeism	Definition		
	No risk	Absent 0-3 percent of days in the school year (i.e., up to 5 school days out of the 180 days in the public school year)		
	Low Risk	Absent 3.5-6 percent of days in the school year (i.e., 6-11 school days out of the 180 days in the public school year)		
	High Risk	Absent 6.5-9.5 percent of days in the school year (i.e., 12-17 school days out of the 180 days in the public school year)		
	Chronically Absent	Absent 10 percent or more days in the school year (18 public school days)		
		Participants who are at risk for chronic absenteeism (Absent more than 3 percent of days in the school year) will decrease their risk by one or more benchmarks when comparing Pre-to Post-test Participants not at risk (97 percent or higher attendance rate) for chronic absenteeism will maintain or improve their Attendance Rate percentage.		

2) Participant Outcomes that are to be reported by MDCPS

Outcome & Target Percentage	Data Source/ Measurement Tool(s)	Meaningful Improvement	Timing	Associated Activity & Service Component
Student does not fail any core courses (English, math, science, social studies)	School Report Card**: Grades for English, Math, Science and Social Studies <u>Scoring:</u> Grade A-F in each of the four core courses.	All four grades should be higher than an academic grade of an F by the end of the school year. <i>Will be tracked, but not counted towards program evaluation.</i>	Data will only be collected and reported at the end of the school year. Will be tracked, but not counted towards program evaluation.	Truancy Child Study Team Meeting

B. MIDDLE & HIGH SCHOOL AGED YOUTH PROGRAM - to be collected by Miami Dade County and submitted to M-DCPS for grant reporting

Outcome & Target Percentage	Data Source/ Measurement Tool(s)	Meaningful Improvement	Timing	Associated Activity & Service Component
75 percent of SAY students participating in services coordinated through JSD will complete their service plans successfully.	M-DCPS Integrated Student Information System Reports Early Warning Indicator System	100 percent of students enrolled in services will be linked to community providers that address the student's individualized needs	Quarterly ISIS Reporting Quarterly Miami Dade County JSD Referral Report	M-DCPS Referrals to JSD JSD/M-DCPS Multidisciplinary Staffings

C. ONE STOP PROGRAM - to be reported by M-DCPS

Outcome & Target Percentage	Data Source/ Measurement Tool(s)	Meaningful Improvement	Timing	Associated Activity & Service Component
Students who participate in the One Stop program will have their present	One Stop Transition Database	Eighty percent of students served by a One Stop specialist will	2-week exit monitoring 1 month exit	Judge's Court Orders

Outcome & Target Percentage	Data Source/ Measurement Tool(s)	Meaningful Improvement	Timing	Associated Activity & Service Component
needs addressed and be provided pathways for their future.		continue to be enrolled in an educational/ career setting Fifty percent of students served by a One Stop specialist will be receiving wrap-around services or referred to new services	monitoring Mid-year Report in February End of school year report in July	Student Enrollments CBO Wrap-Around Service Engagement

5. SUBCONTRACTORS

Agency Name	Address	Contact Information	Service Provided
Miami-Dade County Public Schools	1450 NE 2 nd Avenue	Dr. Linda Amica-Roberts, Director & Ms. Niesha R. Mack, Instructional Supervisor	Provide administrative program oversight in collaboration with M-DCPS' Intergovernmental Affairs/Grants Administration and Community Engagement and Procurement Management.

6. PARTNERS PROVIDING SERVICES

Partner Name	Activity/Service Name & Description	Expected Outcomes
Miami-Dade County, Juvenile Services Department (JSD) – Middle & High School Aged Youth Program	JSD will provide assessment, referral, and case management services to the identified population. On a quarterly basis, JSD will send a report to M-DCPS that includes: (1) student referrals who completed case management services; (2) student referrals who did not complete case management services; (3) the type of services received by student referrals; and (4) demographic information pertaining to student referrals.	100 percent of the referred population who successfully attend their intake and voluntarily enroll in JSD programming will receive assessment, referral, and case management services.

Partner Name	Activity/Service Name & Description	Expected Outcomes
	On a monthly basis, a multi-disciplinary staffing on cases, with priority given to severe mental health and substance cases will be held between JSD, M-DCPS, and any other agency working with the youth, to help ensure case managers collaborate with school sites to optimize coordination of case management services.	
Miami-Dade County Public Schools (M-DCPS)	JSD in collaboration with M-DCPS conducts information sessions to school personnel on the Prevention Program and its benefits. JSD and M-DCPS are also developing a program that will be provide schools with an opportunity to identify students who do not demonstrate four early warning indicators but would benefit from participating in the Prevention Program and receiving services. M-DCPS provides annual training to principals of schools to help ensure identified youth are aware of the case management services. A broad overview of the middle & high school aged program is provided to principals at a regularly scheduled meeting. Additionally, School Operations meets with principals of identified middle schools to provide more information on the program and referral process. The School Champions are responsible for reviewing the list of identified students from their school and developing a plan for distribution of forms, communication with parents, and monitoring the return of permission forms. School Champions document all information in the M-DCPS ISIS-Student Case Management System and forwarding all referrals to JSD. School Champions participate in	100 percent of the 57 identified SAY Initiative school sites will identify a School Champion. At least 100 percent of the School Champions will participate in the Annual District Case Management Referral Program -School Champion Training. 100 percent of the returned permission/mutual exchange of information forms will be transmitted to JSD.

Partner Name	Activity/Service Name & Description	Expected Outcomes
	monthly JSD Multi-disciplinary staffings as required. On an ongoing basis, the School Champion/JSD Liaison will review and analyze M-DCPS Data Reports and the work of the school champions will be monitored. Referral and case management with JSD will be maintained. On a monthly basis, M-DCPS, meets with JSD, and service provider staff will participate in Multidisciplinary staffing sessions to help ensure school sites collaborate with case managers and conduct necessary follow up on case referrals in an effort to optimize the coordination of case management services. M-DCPS will also provide space, if needed, for JSD to conduct direct service/interventions for youth and families who are referred by the Prevention Program which is linked to the middle school component.	
M-DCPS - One Stop	One Stop Transition Database: At the end of the school year, analysis of the One Stop Transition Database captures the number of students who were referred and the number of students who received communication from a One Stop Center.	95 percent of students and families referred to a One Stop Center will receive communication from a One Stop Wrap-Around Services Specialist.
	One Stop Transition Database: At the end of the school year, analysis of the One Stop Transition Database captures the number of students who were referred and the number of students who were placed in an appropriate educational setting.	80 percent of students who are referred will be provided an appropriate educational setting.

Partner Name	Activity/Service Name & Description	Expected Outcomes
11 th Judicial Circuit Court	Judges, Clerk of the Court, and Administrative Office of the Court provide in-kind personnel support for truancy court proceedings	
Department of Children and Families	Assistance with Medicaid/ Voluntary Community Referrals/ Food Stamps	

7. STAFFING TABLE

All persons delivering the services required by this contract must have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth and to provide and perform such services to The Children's Trust's and the County's satisfaction.

Position Title	# Staff	Full-Time, Part-Time, Independent Contractor, or Hourly Status	Key Position for Services? (X)	Qualifications	Duties
Director	1	Full-Time	In-Kind M-DCPS	Bachelor's Degree	Supervises the administrative team and the Independent Contractors as well as the overall program operation of the H.E.R.O. Truancy Prevention Program.
H.E.R.O. TIP Coordinator	1	Independent Contractor	X	Bachelor's Degree	Research best practices, coordinate and facilitate meetings, analyze data, draft reports of findings, oversee day to day operations of TIP and Truancy Court functions, manage grant expectations and data collection and recruit new service partners.
H.E.R.O. Attendance Interventionist	16	Independent Contractor	X	Bachelor's or Master's Degree	Serve as the care coordinators at the identified schools, identify students that require intervention and participate in parent and student conferences, Truancy Child Study Team Meetings and Truancy Court hearings. Prepare for parent conferences or Truancy Child Study Team Meetings, conduct home visits, monitor daily attendance of assigned case load, collaborate with community-based organizations, etc.
H.E.R.O. TIP Data Specialist	2	Independent Contractor	X	High School Diploma or higher	Monitor daily progress of the program, maintain databases and data disaggregation, schedule Truancy Child Study Team Meetings, prepare

Position Title	# Staff	Full-Time, Part-Time, Independent Contractor, or Hourly Status	Key Position for Services? (X)	Qualifications	Duties
					notifications to parents/guardians, prepare "locate notifications" for officers and monitor daily Truancy Child Study Meeting Results.
Hourly School Police Locate	Rotating Detail	Hourly Detail	X	Certified Law Enforcement Officer with Miami-Dade Schools Police Department	Conduct a H.E.R.O. locate and wellness check for parents/guardians that do not participate in scheduled TCST meetings.
Wrap Around Specialists	2	Independent Contractor	X	Bachelor's or Master's Degree	Links students and families to services and resources they may need in order to mitigate circumstances that effect school attendance.
Middle and High School-Aged Youth/One Stop Liaison	Up to 3	Hourly Independent Contactor		Bachelor's or Master's Degree	The persons in this position will work with the 57 school champion liaisons managing the annual referrals to the Prevention Program. Positions support data collection, logistical follow-up for training and monitoring and will support JSD and M-DCPS staff for the element of this referral and family and case management system.
Instructional Supervisor	1	Full Time	In-Kind M-DCPS	Bachelor's Degree	Provides direction for program's day-to-day operations, supervision, direction and guidance for staff, assures implementation of evidence-based curriculum or program protocols with fidelity.

Position Title	# Staff	Full-Time, Part-Time, Independent Contractor, or Hourly Status	Key Position for Services? (X)	Qualifications	Duties
Administrators	78	Full-Time	In-Kind M-DCPS	Bachelor's Degree or equivalent experience in program management	Provides direction for program's day-to-day operations, supervision, direction and guidance for staff, assures implementation of evidence-based curriculum or program protocols with fidelity.
Student Services Personnel	39	Full Time	In-Kind M-DCPS	Master's Degree.	Performs office duties of a routine nature that may involve a variety of tasks and work methods.

EXHIBIT B – ATTACHMENT B

☒ ORIGINAL BUDGET

☐ BUDGET MODIFICATION #1

☐ BUDGET MODIFICATION #2

ATTACHMENT B - BUDGET

Agency Approval: Signature / Date:

Print Name:

County Approval:

Fiscal (cost basis only) - Accountant Supervisor

Budget Period

8/1/2023 to 7/31/2024

Organization Name

Exhibit B

Miami-Dade County Public Schools

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)												
DIRECT COSTS:	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%					
Director		0.0%		0.0%	5,456	100.0%		0.0%		0.0%		0.0%	5,456	100.0%	0.0%	100%	Justification/Calculations: \$52.463/hr X 2080 hours x 5% = \$5,456 (annual salary \$109,124) Source of Match: Miami Dade County Public Schools (MDCPS)
Instructional Supervisor		0.0%		0.0%	63,750	100.0%		0.0%		0.0%		0.0%	63,750	100.0%	0.0%	100%	Justification/Calculations: \$40.865 x 2080 hours x 75% = \$63,750 (annual salary \$85,000) Source of Match: MDCPS
Administrators (Principal & Asst. Principals)		0.0%		0.0%	597,187	100.0%		0.0%		0.0%		0.0%	597,187	100.0%	0.0%	100%	Justification/Calculations: \$42.0673 x 2080 hours x 78 positions x 8.75% = \$597,187.39 (average annual salary \$87,500) Source of Match: MDCPS
Student Services Personnel		0.0%		0.0%	195,000	100.0%		0.0%		0.0%		0.0%	195,000	100.0%	0.0%	100%	Justification/Calculations: \$24.038 x 2080 hours x 39 positions x 10% = \$195,000 (annual salary \$50,000) Source of Match: MDCPS
FICA/MICA		0.0%		0.0%	180,634	100.0%		0.0%		0.0%		0.0%	180,634	100.0%	0.0%	100%	Source of Match: MDCPS
Supplies - Office		0.0%		0.0%	8,126	100.0%		0.0%		0.0%		0.0%	8,126	100.0%	0.0%	100%	Source of Match: MDCPS
Supplies- Program		0.0%		0.0%	6,000	100.0%		0.0%		0.0%		0.0%	6,000	100.0%	0.0%	100%	Source of Match: MDCPS
High School Police Locates	7,200	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	7,200	100.0%	0.0%	100%	Justification/Calculations: School Resource Officers will be contracted for a detail shift to locate parent/guardians that did not attend a Truancy Child Study Team Meeting and provide them with a new meeting notification. A Locate Detail Shift: Approximate Average Time-1/2 Hourly Rate = \$50.00 x 3 hour (minimum hours paid per Locate Assignment) = approximately \$150.00 per detail shift. (It should be noted that the time-1/2 hourly rate can range from \$50.00 - \$115.00 depending on the officer's daily rate). M-DCPS utilizes the average time-1/2 rate to project budget. Approximately 48 Detail Locate Assignments x Average Time-1/2 Hourly Rate \$150.00 = \$7,200 (SEE FRINGE DESCRIPTION BELOW)
Fringe Benefits @ 22.17%	1,596	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	1,596	100.0%	0.0%	100%	Fringe Calculation for School Police Locates Fringes: FICA (7.65%), Retirement (11.89%), Unemployment (.02%), Workers Comp. (2.23%), Liability Insurance (.38%). Total fringe rate 22.17%.
Professional Service: iAttend TIP Coordinator	51,364	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	51,364	100.0%	0.0%	100%	Justification/Calculations: 1 Independent contractor -weekly compensation \$987.77 per meeting weekly deliverables as described in scope of work (1*\$987.77*52 wks= \$51,364) Annual compensation not to exceed \$51,364 Amount of Match: N/A Source of Match: N/A

Professional Service: iAttend Attendance Interventionist	712,000	100.0%		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	712,000	100.0%	0.0%	100%	Justification/Calculations: 16 Independent Contractors-weekly compensation \$855.77 per meeting weekly deliverables as described in scope of work (16*\$855.77*52 wks=\$712,000) Annual Compensation not to exceed \$44,500 Amount of Match: N/A Source of Match: N/A
Professional Service: iAttend Data Specialist	60,582	100.0%		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	60,582	100.0%	0.0%	100%	Justification/Calculations: 2 Independent Contractors weekly compensation \$582.52 per meeting weekly deliverables as stated in the scope of work (2*\$582.52*52wks=\$60,582) Annual compensation not to exceed \$30,291.00 Per contractor based on deliverables Amount of Match: N/A Source of Match: N/A
Professional Service: Wrap Around Specialist		0.0%	127,664	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	127,664	100.0%	0.0%	100%	Justification/Calculations: 2 Independent contractors- weekly compensation \$1,227.54 per meeting weekly deliverables as described in the scope of work (2*1,227.54*52wks=\$127,664) Annual compensation/contractor not to exceed \$63,832. Amount of Match: \$127,664 Source of Match: Miami-Dade County
Hourly:Middle School-Aged Youth/One Stop Liason		0.0%	32,672	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	32,672	100.0%	0.0%	100%	Justification/Calculations: Position works approximately 1021 total hours over a 48-week period at \$32/hr. Please note that this position may be filled by up to 3 staff for the cumulative total 1021 hours. @ \$32* 1021= \$32,672 Amount of Match: \$32,672 Source of Match: Miami-Dade County
Fringes @ 22.17%		0.0%	7,244	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	7,244	100.0%	0.0%	100%	Fringe Calculation for Hourly Middle School-Aged Youth One Stop Liason @ Fringes: FICA (7.65%), Retirement (11.89%), Unemployment (.02%), Workers Comp. (2.23%), Liability Insurance (.38%). Total fringe rate 22.17%.
Other: Family Stabalization Services	554	63.5%	318	36.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	872	100.0%	0.0%	100%	Justification/Calculations: NOTE : that provider needs MD pre-approval to employs family stabilization funds. \$554
Discretionary Funds	10,000	100.0%		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10,000	100.0%	0.0%	100%	Justification/Calculations: Discretionary funds to support program, Amount:\$5087 Less than 2% of total budget Match amount: Discretionary funds amount:
Non-Capitalized Equipment		0.0%		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-	0.0%	0.0%	0%	Justification/Calculations:
Professional Development		0.0%		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-	0.0%	0.0%	0%	
		0.0%		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-	0.0%	0.0%	0%	
		0.0%		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-	0.0%	0.0%	0%	
SUBTOTAL	843,296		167,898		1,056,153		-		-		2,067,347				
INDIRECT COSTS:															
Adminstrative Cost	36,704	100.0%		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	36,704	100.0%	0.0%	100%	Aministrative cost includes Indirect cost @ 3.19 % plus \$9,500 for Insurance stipend (19 Contractors @ \$500)
SUBTOTAL	36,704		-		-		-		-		36,704				
TOTAL AWARD:	880,000		167,898		1,056,153		-		-		2,104,051				

EXHIBIT B – ATTACHMENT C

REPORTING REQUIREMENTS

The purpose of data collection, reporting and analysis is to promote continuous improvements in program quality and outcome achievement. 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. Program progress metrics may be revised throughout the funding cycle depending on the initiative needs and additional program data.

The Children's Trust Reporting Requirements – Miami Dade County Public Schools (M-DCPS) shall provide the reports to Miami-Dade County and Children's Trust in accordance with the due dates outlined in Table 1. The information to be reported is outlined in Tables 2 and 3.

Miami-Dade County Reporting Requirements – Miami Dade County Public Schools (M-DCPS) and Miami-Dade County Juvenile Services Department (JSD) shall provide reports to Miami-Dade County and Children's Trust in accordance with requirements in Table 4 and 5.

TABLE 1 – REPORTING REQUIREMENTS

Quarter	What to Report
Not Applicable	Monthly Meetings (August 2023 through September 30, 2024) A. monthly meetings to review and discuss year-to-date program performance.
Q1 January 14, 2024	Mid-Year Program Report (for services and activities rendered in August, September, October, November, December) A. Mid-year cumulative deliverables as specified in Table 2 – H.E.R.O. Deliverables
Q2 July 15, 2024	Year-End Program Report (for services and activities rendered from August 2023 through June 2024) A. Year-to-date cumulative deliverables as specified in Table 2, H.E.R.O. Deliverables B. Participant Outcomes as specified in Table 3, H.E.R.O. Outcomes C. Middle-High -School Aged Program reports and outcomes as specified in Table 4, Middle School Aged Program Impact Report A. Annual infographic that outlines 2023-2024 performance
Q3 September 30, 2024	Program Narrative (for services and activities rendered in June, July, August, and September)

Associated Activity	Deliverable
Eligibility Screening	# letters distributed
Intervention and Prevention	# students with chronic absenteeism in past years # conferences conducted # unduplicated student/families participating in conferences
Truancy Intervention – Level 1	# students accruing 5 or more absences # TCST Level 1 meetings conducted # unduplicated student/families participating in TCST Level 1 meetings
Truancy Intervention – Level 2	# students accruing an additional 5 or more absences # TCST Level 2 meetings conducted # unduplicated student/families participating in TCST Level 2 meetings
Truancy Intervention - Level 3	#f students accruing 5 or more absences # TCST Level 3 meetings conducted # unduplicated student/families participating in TCST Level 3 meetings
Follow Up Services	- Home Visitations: # Conducted # unduplicated student/ families participating - Parent Conference(s): # Conducted # unduplicated student/ families participating - Student Conference(s): # Conducted # unduplicated student/ families (unique) Participating - Coordinating Services with Outside Agencies: # Referrals # unduplicated student/ families participating in referred activities - Phone Conference(s) with Parents/Guardians # Conducted # unduplicated student/ families participating - Parent Letter(s) # letters sent - Court Appearance(s) – Students who are delinquent/truant are required to attend court # Court Appearances # unduplicated student/ families participating
Truancy Court	# Court Petitions filed # Care Plans developed
Hearing	# Court Appearances # unduplicated student/ families participating
Pre-Family Conferencing	# Pre-Family Conferencing sessions # unduplicated student/ families participating
Family Decision Making Conferencing Session	# Court Appearances # unduplicated student/ families participating
Second Truancy Court	# Court Appearances #unduplicated student/ families participating
Truancy Status Hearing	# Hearings # unduplicated student/ families participating
Continuity of Services	#students currently engaged by the HERO targeted case management program and identified in the school district's data system as a TFC participant.

TABLE 2 – H.E.R.O DELIVERABLES

TABLE 3 - H.E.R.O. OUTCOMES

Outcome	Deliverable
Students will improve attendance rate	1. #students who trigger a TCST Level 1 meeting 2. % of these students who improve in attendance after successful truancy meeting (parent/guardian participated in the meeting).
Student does not fail any core courses (ELA, Math, Science, Social Studies)	1. students who trigger a TCST Level 1 meeting 2. % of these students who earn an A-D in their core classes

TABLE 4 - MIDDLE-HIGH SCHOOL AGED PROGRAM (these measures are reported to Miami-Dade County)

Associated Activity	Deliverable
Referral services	1. [M-DCPS] #of students identified by School personnel for the middle school aged component that fall under Phase 1, 2, and 3. 2. [M-DCPS] # of referrals received from School personnel that have all pertinent information needed for JSD's follow up services. 3. [JSD] #of referrals returned by JSD to School personnel due to the family not being responsive or that decline Prevention services, prior to JSD's intake. 4. [M-DCPS] #of referrals that School personnel provides further follow up to encourage the families to participate in JSD's Prevention Program.
Screening services (	1. [JSD] # of referrals screened by JSD for services. 2. [JSD] % of families receiving any type of linkage to services by JSD.
Program participation	1. [JSD] % of families that agree to JSD Prevention Programs services that complete successfully

Table 5- ONE STOP (these measures are reported to Miami-Dade County)

Outcome & Target Percentage	Data Source/ Measurement Tool(s)	Meaningful Improvement	Timing	Associated Activity & Service Component
Students who participate in the One Stop program will have their present needs addressed and be provided pathways for their future.	One Stop Transition Database	Eighty percent of students served by a One Stop specialist will continue to be enrolled in an educational/ career setting Fifty percent of students served by a One Stop specialist will be receiving wrap-around services or referred to new services	2-week exit monitoring 1 month exit monitoring Mid-year Report in February End of school year report in July	Judge's Court Orders Student Enrollments CBO Wrap-Around Service Engagement

EXHIBIT B – ATTACHMENT D



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.

EXHIBIT B – ATTACHMENT E

**CONTRACT NO. 2421-7600
BETWEEN THE CHILDREN'S TRUST
AND Miami Dade County
FOR Place-based/Countywide Community Partnerships**

Agency's address: 275 NW 2nd Street
Miami, FL 33128

Agency's federal identification number: 59-6000573

Vendor's identification number: MIAMI760

Effective term: 8/1/2023 through 7/31/2024

Contract amount shall not exceed: \$880,000.00

Required match amount (if applicable): \$0.00

Approved by resolution number: 2023-09

Agency's authorized official for notices

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

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, will be used in the evaluation of Provider's overall performance.
3. Provider agrees that all funding for direct community services provided 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 the student's 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 consent 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

The maximum amount payable for Services rendered under this Contract shall not exceed the amount stated above and is subject to the ability of funds and performance under this Agreement. Provider agrees that the amount payable under this Contract may be reduced at the sole option of The Children's Trust and with a proportional reduction in services, as applicable. 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 and, unless such claim is denied by The Children's Trust, may not also be claimed from any other funding 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 or state or federal 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 an individual item with a value of \$5,000.00 or greater that has 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 equipment, including 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 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.

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 within 30 (thirty) calendar days of its execution. Subcontractors are only entitled to reimbursement for services rendered upon receipt of executed subcontracts that comply with these

terms. All subcontractors are subject to monitoring by 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, 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)

If section 768.28, Florida Statutes, is applicable to a cause of action filed against Provider, Provider's duty to indemnify and hold harmless The Children's Trust is subject to the sovereign immunity limitations and claims bill requirement contained in section 768.28, Florida Statutes. In any other causes of actions filed against Provider, 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 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 at the discretion of the Children's Trust, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney's fees which may issue thereon.

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

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

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 at the discretion of The Children's Trust, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' 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, RECORDSCUSTODIAN@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. The provider shall, subject to and to the extent permitted by law, 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. 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

If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish The Children's Trust, upon request, written verification of liability protection in accordance with 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

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

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

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

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

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

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, participant interviews, participant assessment surveys, fiscal/administrative review and other assessments deemed reasonably necessary at the sole discretion of The Children's Trust. Program Metrics 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 as described in **Section I: Breach of Contract and Remedies**.

10. Participant 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 subcontractors to comply with all applicable state and federal privacy and confidentiality laws, as relevant to the Services provided under this Contract.

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. Provider agrees and shall require all subcontractors 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.

1. 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:
2. A social security number;
3. 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;
4. 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;
5. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
6. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
7. 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, including its subcontractors, represent 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_2_11-1_conflict_of_interest_and_code_of_ethics_ordinance_jan16.pdf). In addition, Provider agrees to:

- Prohibit members of the Provider's board of directors from directly or indirectly receiving any funds paid by The Children's Trust to the Provider under this Contract.
- Prohibit members of the Provider's board of directors from voting on matters relating to this Contract which may result in the 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/videos increase the chances that a news media outlet will promote the story. Said news release, and/or multi-media material, must be submitted to The Children's Trust Communications Department for approval via online form **prior** to distribution or publication. The online Children's Trust Communication Compliance Form as well as all current logos and media toolkits can be found at www.thechildrenstrust.org/communications.

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). In the event that The Children's Trust stops funding Provider program(s), the Provider must remove all signage and mentions of The Children's Trust, including logo(s) **within 30 days of the final payment made**.

Provider shall ensure that the current The Children's Trust logo is displayed and used in all internal and external materials related to the funded program. The current official The Children's Trust logo shall be displayed on the home page of the Provider website (if Provider maintains a website) and linked 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 current 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 current 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 finanse 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. Materials that may be utilized for promotion can be found at www.thechildrenstrust.org/communications.

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/or 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 mention that such activity, service and/or event is funded by The Children's Trust, as well as inclusion of The Children's Trust current logo within the video.

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/DIGITAL MATERIALS

- a. Provider shall ensure that any and all printed materials it creates for program services, activities and/or 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/or events are funded by The Children's Trust and shall also employ the use of the appropriate The Children's Trust logo.
- b. Digital proofs of all printed/digital materials referenced herein must be submitted to The Children's Trust Communications Department for approval via online form **prior** to distribution or publication. The online The Children's Trust Communications Compliance Form as well as all current logos and media toolkits can be found at www.thechildrenstrust.org/communications.
- c. 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.

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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.

AGENCY SIGNER
David Clodfelter

Place-based/Countywide Community Partnerships

Case Management Referral Program: The Case Management Referral Program (Program) is an innovative collaboration that identifies youth at highest risk of being victims or perpetrators of violence and their families. The Program works to align services for said youth and their families, supports neighborhood programs and providers, and measures the progress of students who received said services and supports. The Program leverages resources, experiences, and ideas to create data-driven plans to address, reduce, and prevent youth violence.

H.E.R.O. (Here Everyday Ready On Time) Truancy Prevention Program: The **H.E.R.O. Truancy Prevention Program** is a countywide systematic approach to reducing youth violence by identifying children most at risk (those receiving 3 or more absences) and providing them with the necessary prevention and intervention services at the fifth absence to increase daily school attendance across the following geographic regions: Homestead/Naranja/Florida City, Perrine/Richmond Heights/Goulds, Overtown, Liberty City, Northeast Corridor and Miami Gardens/Opa-Locka in Miami-Dade County (County). Intervention services may consist of student conferences, parent/guardian conferences, wrap-around case management with referrals for support services, court appearances, and ongoing monitoring and follow-up sessions

Middle & High School Aged Youth Program: Miami Dade-County Juvenile Services Department (JSD) offers the JSD Prevention Program (Prevention Program) to at-risk youth throughout Miami-Dade County. The Prevention Program offers evidence-based assessments, referrals, and case management services. Additionally, multi-disciplinary staffings are held between JSD's licensed clinicians, school personnel, and other professionals to address challenging cases of clients with service needs, with a priority placed on youth with high service needs. As part of the Program, Miami Dade County Public Schools (M-DCPS) will identify school-age students, with an emphasis on middle school-age school youth, who have demonstrated four or more early-warning indicators, such as chronic school absences, behavioral problems, failing core courses, or any other sign that the student is struggling and could benefit from the Prevention Program or JSD's services.

One Stop Program: represents a partnership between the Florida Department of Juvenile Justice (DJJ), JSD and M-DCPS as well as numerous community-based organization partners, which include, but are not limited to, Concerned African Women, Inc., Gang Alternative, Inc., AGAPE Network, Inc., Chrysalis Health, Inc., Institute for Child & Family Health, Inc., Florida Department of Children and Families, DJJ, and Miami Bridge, Inc. Specialized support and triage services are available throughout the entirety of Miami-Dade County. The One Stop Wrap-Around Service Specialist works in partnership with a Transition and Outreach Specialist to coordinate the academic, social, emotional, health, personal, and career needs of families and students who have been referred by the Student Success Center, the Secondary Student Success Program and those who are transitioning out of the DJJ. Through the One Stop, efforts are coordinated with social services agencies to provide more wraparound services and clear pathways to vocational careers or post-secondary institutions. One Stops provide a comprehensive multi-disciplinary educational assessment to all students. Students obtain One Stop services through court, school, or community agency referrals or walk-in requests. One Stop Wrap-Around Specialists will monitor the status of students on an on-going basis.

Year-Round

H.E.R.O (Here Everyday, Ready On Time) Truancy Prevention Program

Activity	Description	Participants	Sessions	Deliverable(s)

Name:Intervention and Prevention (0-4 Absences) Activity Name in Trust Central:502 - I-Referral - Other EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: Provide intervention and prevention services to students who have exhibited chronic absenteeism in the past years, and have at-risk factors that could result in chronic school absenteeism. Parent/Guardian conferences are held with the family to determine the underlying needs which may be affecting the student's attendance. During the meeting(s), a plan is developed with the parent/guardian to link them with internal supports and/or community-based organizations that can provide them with wrap-around services.	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: 1253 Deliverable Type: 1,253 or less, unduplicated Intervention and Prevention services
Name:Truancy Intervention - Level 2 Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: If a student accrues five (5) more unexcused absences after participating in a TCST - Level 1 meeting, a TCST - Level 2 meeting will be scheduled with all parties who participated in the TCST - Level 1 Meeting and include outside agencies working with the student and/or family since the Level 1 meeting. The Miami-Dade Schools Police Chief will send a letter to the student's parents/guardians advising them of 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: 667 Deliverable Type: 667 or less unduplicated, Level 2 - Truancy Child Study Team meetings

meeting date and time. For cases in which the parent/guardian failed to attend a scheduled TCST- Level 1 meeting, a school police locate will be initiated for a wellness check and to provide the parent/guardian with a new meeting notification.

The attendance committee shall review the report and interventions from the TCST - Level 1 meeting. Based on the needs of the student and family, the team shall prescribe new interventions or modify the existing plan to help improve the student's attendance.

The teacher/counselor conducts case management and provides follow-up services as described in the table below.

Name:H.E.R.O. Eligibility Screening Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: Principals will send out a District Approved letter advising parents/guardians that their child's school is part of the H.E.R.O. Truancy Prevention Program as well as the importance of school attendance.	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: 18000 Deliverable Type: Up to 18,000 letters sent to parents/guardians
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Name:Truancy Intervention - Level 3 Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: If student accrues five (5) more unexcused absences after participating in a Truancy Child Study Team - Level 2 meeting, a TCST - Level 3 meeting will be scheduled with all parties who participated in the TCST - Level 2 Meeting and include outside agencies working with the student and/or family since the Level 2 meeting. The Miami-Dade Schools Police Chief will send a letter to the student's parents/guardians advising them of the meeting date and time. For cases in which the parent/guardian did not attend a scheduled TCST meeting, a school police locate will be initiated for a wellness check and to provide the parent/guardian with a new meeting notification. The attendance committee shall review the report and interventions from the TCST - Level 2 Meeting. Based on the needs of the student and family, the team shall prescribe new interventions.	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: 667 Deliverable Type: 667 or less unduplicated, Level 3 - Truancy Child Study Team meetings CTS
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Name:Follow-Up Services Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: Each student that receives Prevention and Intervention Service(s), participates in any level of Truancy Child Study Team (TCST) or both must receive follow-up services that include, but are not limited to: A. Home Visitation B. Parent Conference(s) C. Student Conference(s) D. Coordinating Services with Outside Providers as well as internal resources and services E. Monitoring of the Student's Attendance F. Phone Conference(s) with Parents/Guardians G. Parent Letter(s) H. Court Appearance(s) – Students who are delinquent/truant are required to attend court.	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: 1253 Deliverable Type: Up to 1,253 unduplicated follow-up services
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Name: Truancy Court Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: When a student/family has had Level 1, 2, and 3 Truancy Child Study Team meetings and continues to demonstrate truant behavior, a staffing takes place at the school to determine if all intervention procedures were followed. If so, a Truancy Court Petition is filed by the M-DCPS Superintendent with the Clerk of the Courts, under section 984.151, Florida Statutes. The family's support system is identified to define ways they can support the goals established. The Care Plan, which establishes the framework upon which the family will achieve its goals, is to be developed in the first session and within 15 days of the assessment.	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: 5 Deliverable Type: Less than 5 unduplicated H.E.R.O. program participants shall be referred to Truancy Court.
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Name:Hearing - Preparation of Student Case Summary Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: The initial court hearing is scheduled to be held within 10 days of the filing date. On the date of the truancy hearing, selected staff from M-DCPS appear in court to substantiate the truancy petition. The judge or hearing officer hears the petition and will ask the parents/guardians to participate in a family conferencing session for the purpose of resolving the truancy issue. If all parties agree, the judge orders a Family Conferencing Session to take place within 14 days. If parents do not agree to services, the truancy hearing cases will be filed as unsuccessful and a Children In Need of Services/Families In Need of Services (CINS/FINS) petition will be filed with DJJ.	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: 5 Deliverable Type: Less than 5 unduplicated Hearings shall be scheduled for H.E.R.O. program participants.
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Name:Pre-Family Conferencing Session Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: Immediately after the initial hearing, the teacher/counselor schedules a pre-family conferencing session with the student and parents/guardians. The purpose of the pre-family conferencing session is to discuss with the parent the purpose of the family conferencing session and to identify key people in the lives of the student and his or her family members that they would like to participate in the family conferencing session. The teacher/counselor then advises the parents/guardians of the date and time of the family conferencing session. The teacher/counselor will coordinate with and invite selected school personnel, personnel working with the student and/or family from outside agencies, and the individuals identified by the family to attend the family conferencing session.	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: 5 Deliverable Type: 5 or less unduplicated, Pre-Family Conferencing Sessions.
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Name:Family Decision Making Conferencing Session Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: The Family Decision-making Conferencing Session is strength-based, supports care coordination and focuses on the student and endeavors to demonstrate the child's support system to him or her by bringing them all together. During the family conferencing session, which is led by the teacher/counselor, an attendance action plan is prepared. The plan will be composed of input provided by participants at the session. Information that is relevant to the specific needs of the family and child will be included in the plan. The attendance action plan is then signed by all of the attendees and becomes effective at the conclusion of the session. The Family Decision Making Conference	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: 5 Deliverable Type: 5 or less unduplicated, Family Decision Making Conferencing Sessions
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Name:Second Truancy Court Hearing Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: At the second truancy court hearing the judge or hearing officer is informed of the results of the family conferencing session and the attendance action plan is submitted to the court for the judge's or hearing officer's review. The judge or hearing officer will ask all of the participants if they are in agreement with the plan and intend to carry it out. If all parties are in agreement, the attendance action plan is then ordered. The judge will set another date for a truancy status hearing	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: 5 Deliverable Type: 5 or less unduplicated Truancy Court Hearings
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Name:Truancy Status Hearing Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: The purpose of the truancy status hearings is to follow-up to determine if the student is making progress by attending school on a regular basis. Any issues or concerns that may arise are addressed at these hearings to ensure that progress is maintained. If, after several truancy status hearings, the judge or hearing officer feels that the student no longer needs to be monitored, the court sets a Termination of Jurisdiction. In the event that, after a period of monitoring, the student has made no progress and/or has reverted back to the truant behavior, the court will terminate the case as "Unsuccessful Disposition of Truancy." Once the case has been closed, a CINS, FINS, or both will be filed.	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: 5 Deliverable Type: 5 or less unduplicated Truancy Status Hearings
Name:Continuity of Services Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: Students who are currently engaged by the H.E.R.O. Truancy Prevention Program targeted case management program will be identified in the school district's data system as a Program participant. This will support continuity of appropriate service(s) and interventions; additionally, 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: 1 Deliverable Type: 1. H.E.R.O. program participants report to each school identified in Additional Scope Details, Service Sites. 2. Case file for each program participant is transferred to the incoming school Counselor.

identification of Program participants in the school district's data system will inform school counselors and/or Case Management Referral Program attendance interventionists of past Program engagements should a student have future attendance challenges.

As H.E.R.O program participants transition from elementary to middle school or from a K-8 setting to high school, there may be active needs identified that require continued support. As a result, the students' H.E.R.O. case file is transferred as well to ensure that outreach, support(s), and interventions can be reviewed if needed. Additionally, should a student have an active Truancy Child Study Team, the incoming school counselor will receive a proactive report identifying all incoming H.E.R.O. program participants alerting them of the status of the work and providing the contact information of the assigned H.E.R.O. Data Specialist should additional information be needed.

Note: The number of deliverables is contingent upon the number of active program participants.

Name: Middle and High School Aged Youth

Activity Name in

Activity Description:

Miami Dade County Juvenile Services Department (JSD) and

Number of Families:

Number of Parents:

Number of Sessions Offered:

Number of Deliverables: 400

Deliverable Type:

Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	M-DCPS will expand the referral opportunities to include students who would benefit from participating in the Prevention Program and receiving services as defined by appropriate school site personnel. To that end, JSD, in collaboration with M-DCPS will conduct information sessions with school personnel to explain the Prevention Program, the services offered, and potential benefits from participating therewith. Said information sessions may be held independently or in conjunction with regularly conducted M-DCPS meetings or activities where parents are in attendance, with the intent of educating parents about the services available and identifying vulnerable youth in need of additional support services. Since 2021, the scope of the Middle & High School Age Youth Program has changed to include all youth residing in Miami Dade County. By removing the age bracket, JSD will be able to service any referral received through the Case Management Referral Program, regardless of the youth's age.	Number of Children/Youth: Percentage CWD: Number of Others:	Required Number of Sessions:	Up to 400 unduplicated referrals to Miami-Dade County JSD Prevention Program.
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Students will be referred to the Prevention Program for services, which includes: the administration of evidence-based age and gender-appropriate tools, linkage to service providers, and case management services. Student referral pathways from M-DCPS to JSD are categorized as follows:

Early Warning Indicator System Referral – a student has demonstrated 4 or more early warning indicators but has not been suspended or expelled from an M-DCPS school.

School-Site Referral– a student has demonstrated service needs for Prevention Program services (ex: experimentation with substance abuse, behavioral problems, etc.) per the discretionary judgment of school-site administrators or School Champion. Although participation in the Prevention Program is voluntary and subject to the family’s acceptance of the referral, the Prevention Program must be

explained in detail to the parent/guardian. Licensed clinicians at JSD provide oversight and multi-disciplinary meetings between JSD Licensed clinicians, M-DCPS staff, and any other agency working with the youth to ensure that appropriate interventions are in place.

Success Center Referral -Student Success Centers provide an educational setting and safe haven for referred students (ages 11 and older) (1) exhibiting Level III-IV behavior, as defined in the Code of Student Conduct; and (2) with M-DCPS' Regional staff's approval, habitual violators of Level II infractions of the Code of Student Conduct. The Student Success Centers provide a setting staffed by teachers, counselors, and other service providers. Students are supervised and receive academic support to ensure that school assignments are completed. In addition, counseling and wrap-around

services are offered to families in need of social or emotional assistance.

Participation in the JSD Prevention Program will be offered as a voluntary service provided to families of students the first time they are referred to Student Success Centers. If a referral is accepted, the JSD licensed clinicians will utilize phone calls, before and after school visits, and home visits to engage with and serve the family.

Participation in the Prevention Program is voluntary. However, every youth in Miami-Dade County is eligible to receive services. M-DCPS will continue to disseminate information about the Prevention Program to parents and students as a regular part of its educational platform, as appropriate. Additionally, when a student is identified for any of the three referral pathways referenced herein, the parent will receive an information packet explaining the services and purposes of the Prevention Program and a call from the School Champion. M-DCPS and JSD will meet monthly to ensure that

	program deliverables on behalf of referenced students are being achieved.			
Name: Multi-Disciplinary Staffing - Middle and High School Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: In an effort to coordinate and monitor quality services, each month challenging cases will be identified to be presented and discussed at Multidisciplinary Team Staffings to ensure on-going collaboration between M-DCPS, JSD, and any other agency working with the youth.	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: 5 Deliverable Type: This deliverable is reported and reviewed annually.

Name:One Stop Program Educational and Community Service Centers Activity Name in Trust Central: EBP: Type: 3 Required/Additional: Required Timeframe: Year-Round	Activity Description: Judge's Court Orders - Juvenile Court Judges will receive a presentation regarding the One Stop Program. Updated Court Orders will require the student and guardian to contact one of the three One Stop Centers upon their release. Educational/Career Training Enrollments- One Stop Specialists will conduct a comprehensive review of students' records and provide academic and transition advisement and placement into an appropriate academic/career setting. They will facilitate educational strategies and the development of an academic transition plan, including credit recovery, adult/vocational/technical college placement. CBO Wrap-Around Service Engagement - One Stop Specialists will assess needs and triage specialized services that utilize family and community interventions. They will coordinate multi-agency referrals and staffings.	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: 1500 Deliverable Type: The number of students served and services provided to families are based upon multiple infractions of the M-DCPS Code of Student Conduct and juvenile arrests. It is projected that up to 1,500 youth will receive services.
Name:Truancy	Activity Description:	Number of Families:	Number of Sessions	Number of

Intervention - Level I

Activity Name in Trust Central:**EBP:****Type:** 3**Required/Additional:**
Required**Timeframe:**

Year-Round

Students accruing five (5) or more unexcused absences shall be scheduled for a Truancy Child Study Team (TCST) – Level 1 meeting.

The Miami-Dade Schools Police Chief will send a letter to the student's parents/guardians advising them of the meeting date and time. For cases in which the parent/guardian failed to attend a scheduled TCST-1 meeting, a school police locate will be initiated for a wellness check and to provide the parent/guardian with a new meeting notification. (This will only be initiated for cases where the parent/guardian did participate after two or three attempts).

Each school has an attendance team, which consists of a school site administrator, school guidance or trust counselor and teacher/counselor. Meetings will include the school's attendance team, the student and his or her parent/guardian. Additionally, if the school is aware of an outside agency that is working with the student and/or family, that agency will also be invited to participate.

Number of Parents:**Number of Children/Youth:****Percentage CWD:****Number of Others:****Offered:****Required Number of Sessions:****Deliverables:** 667**Deliverable Type:**

667 or less,
unduplicated Truancy Child Study Team - Level 1 meetings

Parents/Guardians, student, and the attendance team will all sign the Truancy Child Study Team Intervention Plan. The teacher/counselor conducts case management and provides follow-up services.			
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TARGET POPULATION

DESCRIPTION OF POPULATION TO BE SERVED

H.E.R.O. Truancy Prevention Program: Eligibility to receive services based on a student's history of chronic absenteeism, as reflected in M-DCPS' student attendance records, and/or other at-risk factors, (i.e. School Factors: bullying, poor academic achievement, reading below grade level, and behavior problems; and Home Factors: domestic violence, child abuse, neglect, or abandonment history, homelessness, substance abuse, mental health illness, poverty, incarcerated parent/guardian, and any other factors or challenges that the student and family are experiencing that could impact regular school attendance.

Students who are compulsory age and have accrued three (3) or more unexcused absences shall be scheduled for an initial Truancy Child Study Team (TCST) meeting. Students who are not of compulsory age and have accrued five (5) or more unexcused absences will be scheduled for an Attendance Success Meeting.

Core Factors - Chronic absenteeism or truancy: According to section 1003.26, Florida Statutes, a student's primary teacher must report to the school principal that a student may be exhibiting a pattern of nonattendance if a student has had at least three (3) unexcused absences, or absences for which reasons are unknown, within a calendar month or 10 unexcused absences, or absences for which the reasons are unknown, within a 90-calendar-day period. For the purposes of the **H.E.R.O. Truancy Prevention Program**, students who have had absences that meet or exceed the above-mentioned criteria during the previous school year will be provided with both intervention and prevention services.

Associated Factors - Academic performance: a student has failed one or more academic subjects, which is determined at the end of the school year when a subject's cumulative grade is an F, a score below 60 percent.

Middle & High School Aged Youth Program: Students will be identified through three referral pathways:

1. The Early Warning Indicator System and referred by M-DCPS School Champions to JSD.
2. **School Site Referral-** a student has demonstrated service needs for Prevention Program services (ex: experimentation with substance abuse, behavioral problems,) per the discretionary judgment of school-site administrators or School Champion.
3. **Success Center Referral** -Participation in the Prevention Program will be offered as a voluntary service provided to families of students when initially referred to Success Centers.

SERVICE SITES

The Children's Trust expects to fund programs throughout Miami-Dade County. When applicable, accessible services conducted in-person should be offered in convenient locations and familiar places where the intended population already frequents. Convenient and flexible operating hours must be offered, as these are critical to reaching the intended populations.

PARTICIPANTS

Exhibit B

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:
Summer	Number of Deliverables: 0	Children/Youth: Parents: Families: 0 Others:	Children/Youth: Parents: Families: 0 Others:
Year-Round	Number of Deliverables: 1	Children/Youth: Parents: Families: Others:	Children/Youth: Parents: Families: Others:

PARTNERS AND SERVICE LINKAGE

Partner Information	Partner Description	Dates
Type: InKind Type of Partner: Agency Name: Florida Department of Children and Families	Associated Activity: Description of Role & Expertise: Assistance with Medicaid/ Voluntary Community Referrals/ Food Stamps	Start Date: End Date:
Type: InKind Type of Partner: Agency Name: Eleventh Judicial Circuit	Associated Activity: Description of Role & Expertise: Judges, the Clerk of the Court, and the Administrative Office of the Court provide in-kind personnel support for truancy court proceedings.	Start Date: End Date:
Type: PaidPartner Type of Partner: ProfessionalServices Agency Name: Miami-Dade County Public Schools	Associated Activity: Description of Role & Expertise: JSD in collaboration with M-DCPS conducts information sessions to school personnel on the Prevention Program and its benefits. M-DCPS provides annual training to principals of schools to help ensure identified youth are aware of the case management services. A broad overview of the middle & high school aged program is provided to principals at a regularly scheduled meeting.	Start Date: End Date:

Exhibit B

Additionally, School Operations meets with principals of identified middle schools to provide more information on the program and referral process.

The School Champions are responsible for reviewing the list of identified students from their school and developing a plan for distribution of forms, communication with parents, and monitoring the return of permission forms. School Champions document all information in the M-DCPS ISIS-Student Case Management System and forward all referrals to JSD. School Champions participate in monthly JSD Multi-disciplinary staffing as required.

On an ongoing basis, the School Champion/JSD Liaison will review and analyze M-DCPS Data Reports and the work of the school champions will be monitored.

Referral and case management with JSD will be maintained.

On a monthly basis, M-DCPS, meets with JSD, and service provider staff will participate in Multidisciplinary staffing sessions to help ensure school sites collaborate with case managers and conduct follow-up-on case referrals in an effort to optimize the coordination of case management services.

M-DCPS will also provide space, if needed, for JSD to conduct direct service/interventions for youth and families who are referred by the Prevention Program, which is linked to the middle school component.

Type: InKind Type of Partner: Agency Name: Miami Dade County Juvenile Services Division	Associated Activity: Description of Role & Expertise: JSD will provide assessment, referral, and case management services to the identified population. On a quarterly basis, JSD will send a report to M-DCPS that includes: (1) student referrals who completed case management services; (2) student referrals who did not complete case management services; (3) the type of services received by student referrals; and (4) demographic information pertaining to student referrals. On a monthly basis, a multi-disciplinary staffing on cases, with priority given to severe mental health and substance cases will be held between JSD, M-DCPS, and any other agency working with the youth, to help ensure case managers collaborate with school sites to optimize coordination of case management services.	Start Date: End Date:
Type: InKind Type of Partner: Agency Name: Miami Dade County	Associated Activity: Description of Role & Expertise: Serves as the fiscal and administrative entity for H.E.R.O Truancy Prevention Program and is responsible for the implementation of the middle and high school aged program.	Start Date: End Date:

STAFFING TABLE

Staffing Information: Providers are expected to hire, retain and supervise qualified professionals who understand the complexity of service delivery in our community, available resources and the diversity of the population served. Providers shall designate a key person to be responsible for all aspects of the contract oversight. This key management staff member must have credible experience in program management and grant compliance.

ADDITIONAL SCOPE DETAILS

SERVICES

H.E.R.O. TRUANCY PREVENTION PROGRAM
SERVICE DELIVERY LOCATIONS

Exhibit B

Location Number	School	Address	City	Zip Code
Location 1	0161-Avocado ES	16969 SW 294 th Street	Miami	33030
Location 2	2941-Laura C. Saunders ES	505 SW 8 Street	Homestead	33030
Location 3	5791-West Homestead K-8 Center	1550 SW 6 th Street	Homestead	33030
Location 4	0073-Mandarin Lakes K-8 Academy	12225 SW 280 th Street	Miami	33032
Location 5	0311-Goulds ES	23555 SW 112 th Ave	Miami	33032
Location 6	0771-W.A. Chapman ES	27190 SW 140 th Ave	Miami	33032
Location 7	0651-Campbell Drive K-8 Center	15790 SW 307 th Street	Miami	33033
Location 8	2001-Florida City ES	364 NW 6 th Avenue	Florida City	33034
Location 9	2161-Golden Glades ES	16520 NW 28 th Avenue	Miami Gardens	33054
Location 10	4121-Dr. Robert Ingram ES	600 Ahmad Street	Opa-Locka	33054
Location 11	5971-Nathan B. Young ES	14120 NW 24 th Avenue	Opa-Locka	33054
Location 12	3241-Miami Gardens ES	4444 NW 195 th Street	Miami	33055
Location 13	5991-Charles D. Wyche ES	5241 NW 195 th Drive	Miami	33055
Location 14	0081-Lenora B. Smith ES	4700 NW 12th Avenue	Miami	33127
Location 15	2351 - Eneida M. Hartner ES	401 NW 29 th Street	Miami	33127
Location 16	1361-Frederick Douglass ES	314 NW 12 th Street	Miami	33136
Location 17	5931-Phillis Wheatley ES	1801 NW 1 st Place	Miami	33136
Location 18	0881-Comstock ES	2420 NW 18 th Avenue	Miami	33142
Location 19	1561-Earlington Heights ES	4750 NW 22 nd Avenue	Miami	33142
Location 20	3181-Melrose ES	3050 NW 35 th Street	Miami	33142
Location 21	4071-Olinda ES	5536 NW 21 st Avenue	Miami	33142
Location 22	4171-Orchard Villa ES	5720 NW 13 th Avenue	Miami	33142

Exhibit B

Location 23	4401-Kelsey L. Pharr ES	2000 NW 46 th Street	Miami	33142
Location 24	2981-Liberty City ES	1855 NW 71 st Street	Miami	33147
Location 25	3301-Henry Reeves K-8 Center	2005 NW 111 th Street	Miami	33167
Location 26	4501-Poinciana Park ES	6745 NW 23 rd Avenue	Miami	33147
Location 27	0101-Arcola Lake ES	1037 NW 81 st Street	Miami	33150
Location 28	2501-Holmes ES	1175 NW 67 Street	Miami	33150
Location 29	3021-Jesse J. McCrary, Jr. ES	514 NW 77 th Street	Miami	33150
Location 30	0261-Bel-Aire ES	10205 SW 195 th Street	Cutler Bay	33157
Location 31	3541-Robert Russa Moton ES	18050 Homestead Avenue	Miami	33157
Location 32	0361-Biscayne Gardens ES	560 NW 151 st Street	Miami	33169
Location 33	4461-Pine Villa ES	21799 SW 117 th Court	Miami	33170
Location 34	0341-Arch Creek ES	702 NE 137 th Street	North Miami	33161
Location 35	0681-Carol City ES	4375 NW 173 rd Drive	Miami Gardens	33055
Location 36	2281-Greynolds Park ES	1536 NE 179 th Street	North Miami Beach	33162
Location 37	4881-Scott Lake ES	1160 NW 175 th Street	Miami Gardens	33169
Location 38	3051-Toussaint L'Ouverture ES	120 NE 59 th Street	Miami	33137
Location 39	4301-Park View ES	17631 NW 20 th Avenue	Miami Gardens	33056

MIDDLE AND HIGH SCHOOL AGED SERVICE DELIVERY LOCATIONS

Location Number	School	Address	City	Zip Code
Location 1	Campbell Drive K-8	15790 SW 307 th Street	Miami	33033
Location 2	Coconut Palm K-8	24400 SW 124 th Ave	Homestead	33032
Location 3	Gateway Environmental K-8	955 SE 18 th Ave	Homestead	33035

Exhibit B

Location 4	Irving & Beatrice Peskoe K-8	29035 SW 144 th Ave	Miami	33033
Location 5	Laura C. Saunders K-8	505 SW 8 th Street	Homestead	33030
Location 6	Mandarin Lakes K-8	12225 SW 280 th Street	Miami	33032
Location 7	Homestead Senior	2351 SE 12 th Ave	Homestead	33034
Location 8	West Homestead K-8	1550 SW 6 th Street	Homestead	33030
Location 9	South Dade Middle	29100 SW 194 th Ave	Miami	33030
Location 10	South Dade Senior	28401 SW 167 th Ave	Miami	33030
Location 11	Homestead Middle	650 NW 2 nd Ave	Homestead	33030
Location 12	Redland Middle	16001 SW 248 th Street	Miami	33031
Location 13	Cutler Bay Middle School	19400 Gulfstream Road	Cutler Bay	33157
Location 14	Miami Southridge Senior	1935 SW 114 th Ave	Miami	33157
Location 15	Miami Killian Senior	10655 SW 97 th Ave	Miami	33176
Location 16	Palmetto Middle	7351 SW 128 th Street	Pinecrest	33156
Location 17	Southwood Middle	16301 SW 80 th Ave	Cutler Bay	33157
Location 18	Miami Palmetto Senior	7460 SW 118 th Street	Pinecrest	33156
Location 19	Felix Varela Senior	15255 SW 96 th Street	Miami	33196
Location 20	G. Holmes Braddock Senior	3601 SW 147 th Ave	Miami	33185
Location 21	Miami Coral Park Senior	8865 SW 16 th Street	Miami	33165
Location 22	Richmond Heights Middle	15015 SW 103 rd Ave	Miami	33176
Location 23	Robert Morgan Educational Center	18180 SW 122 nd Ave	Miami	33177
Location 24	Arthur & Polly Mays Conservatory	11700 SW 216 th Street	Miami	33170
Location 25	Jorge Mas Canosa Middle	15735 SW 144 th Street	Miami	33196
Location 26	Coral Gables Senior High School	450 Bird Road	Coral Gables	33146

Exhibit B

Location 27	Carol City Middle	3737 NW 188 th Street	Miami Gardens	33055
Location 28	Lake Stevens Middle	18484 NW 48 th Place	Miami	33055
Location 29	Miami Carol City Senior	3301 Miami Gardens Drive	Miami Gardens	33056
Location 30	Andover Middle	121 NE 207 th Street	Miami Gardens	33179
Location 31	Norland Middle School	1235 NW 192 nd Terr	Miami Gardens	33169
Location 32	Miami Norland Senior	1050 NW 195 th Street	Miami Gardens	33169
Location 33	American Senior	18350 NW 67 th Ave	Miami	33015
Location 34	North Dade Middle	1840 NW 57 th Street	Miami Gardens	33054
Location 35	Hialeah-Miami Lakes Senior	7977 West 12 th Ave	Hialeah	33014
Location 36	North Miami Beach Senior	1247 NE 167 th Street	Miami	33162
Location 37	North Miami Middle	700 NE 137 th Street	North Miami	33161
Location 38	North Miami Senior	13110 NE 8 th Ave	North Miami	33161
Location 39	Alonzo & Tracy Mourning Senior	2601 NE 151 st Street	North Miami	33160
Location 40	Edison Park K-8	500 NW 67 th Street	Miami	33150
Location 41	Horace Mann Middle	8950 NW 2 nd Ave	Miami	33150
Location 42	Miami Edison Senior	6161 NW 5 th Court	Miami	33127
Location 43	Hubert O. Sibley K-8 Center	255 NW 115 th Street	Miami	33168
Location 44	John F. Kennedy Middle School	1075 NE 167 th Street	Miami	33162
Location 45	Jose De Diego Middle	3100 NW Fifth Avenue	Miami	33127
Location 46	Booker T. Washington Senior	1200 NW 6 th Ave	Miami	33136
Location 47	Citrus Grove Middle	2153 NW 3 rd Street	Miami	33125
Location 48	Shenandoah Middle	1950 SW 19 th Street	Miami	33145
Location 49	Miami Senior	2450 SW 1 st Street	Miami	33135

Exhibit B

Location 50	Madison Middle	3400 NW 87 th Street	Miami	33147
Location 51	Miami Central Senior	1781 NW 95 th Street	Miami	33147
Location 52	Brownsville Middle	4899 NW 24 th Ave	Miami	33142
Location 53	Miami Northwestern Senior	1100 NW 71 st Street	Miami	33150
Location 54	Georgia Jones-Ayers Middle	1331 NW 46 th Street	Miami	33142
Location 55	Miami Jackson Senior	1751 NW 36 th Street	Miami	33142
Location 56	Miami Springs Middle	150 S. Royal Poinciana Blvd	Miami Springs	33166
Location 57	Miami Springs Senior	750 Dove Avenue	Miami Springs	33166

One Stop Sites

Location Number	School	Address	City	Zip Code
Location 1	500 Role Model Campus	6300 NW 27th Avenue	Miami	33147
Location 2	Lincoln Square	18425 NW 2 nd Ave, South Tower 2 nd FL	Miami Gardens	33169
Location 3	Rohde Building	401 NW 2 nd Ave, North Tower, 7 th Floor	Miami	33128
Location 4	Kendall Summit Office Park	11430 N. Kendall Drive	Miami	33176
Location 5	South Dade Office Tower	10700 Caribbean Blvd.	Miami	33189

H.E.R.O. Truancy Prevention Outcomes - these outcomes are required to be collected by M-DCPS and are included in performance reviews.

Outcome & Target Percentage	Data Source/ Measurement Tool(s)		Meaningful Improvement	Timing	Associated Activity & Service Component
Student will improve school attendance rate from the previous school year to the end of the current school	School Report Cards/Records** <u>Scoring:</u> Absences (Number of days absent by the student divided by the total number of school days offered).		2023-24 SY Participants who are at risk for chronic absenteeism (Absent more than 3 percent of days in the school year) will decrease their risk by one or more benchmarks when comparing Pre- to Post-test Participants not at risk (97 percent or higher attendance rate) for chronic absenteeism will maintain or improve their Attendance Rate percentage.	2023-24 SY At the end of the school year, attendance records from the 2022-2023 school year will be compared to attendance records from the 2021-2022 school year to determine attendance improvement closing session	Truancy Child Study Team Meeting
	Benchmarks for Chronic Absenteeism	Definition			
	No risk	Absent 0-3 percent of days in the school year (i.e., up to 5 school days out of the 180 days in the public school year)			
	Low Risk	Absent 3.5-6 percent of days in the school year (i.e., 6-11 school days out of the 180 days in the public school year)			
	High Risk	Absent 6.5-9.5 percent of days in the school year (i.e., 12-17 school days out of the 180 days in the public school year)			
	Chronically Absent	Absent 10 percent or more days in the school year (18 public school days)			

Middle and High School Aged Youth Outcomes - to be collected by Miami Dade County JSD and submitted to M-DCPS for grant reporting Outcomes Reported by M-DCPS

Outcome & Target Percentage	Data Source/ Measurement Tool(s)	Meaningful Improvement	Timing	Associated Activity & Service Component
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Exhibit B

75 percent of SAY students participating in services coordinated through JSD will complete their service plans successfully.	M-DCPS Integrated Student Information System Reports Early Warning Indicator System	100 percent of students enrolled in services will be linked to community providers that address the student's individualized needs	Quarterly ISIS Reporting Quarterly Miami Dade County JSD Referral Report	M-DCPS Referrals to JSD JSD/M-DCPS Multidisciplinary Staffings
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Participant Outcomes - reported by M-DCPS to The Children's Trust

Outcome & Target Percentage	Data Source/ Measurement Tool(s)	Meaningful Improvement	Timing	Associated Activity & Service Component
Student does not fail any core courses (English, math, science, social studies)	School Report Card**: Grades for English, Math, Science and Social Studies <u>Scoring:</u> Grade A-F in each of the four core courses.	All four grades should be higher than an academic grade of an F by the end of the school year. <i>Will be tracked, but not counted towards program evaluation.</i>	Data will only be collected and reported at the end of the school year. Will be tracked, but not counted towards program evaluation.	Truancy Child Study Team Meeting

One Stop Program - reported by M-DCPS to Miami-Dade County

Outcome & Target Percentage	Data Source/ Measurement Tool(s)	Meaningful Improvement	Timing	Associated Activity & Service Component
Students who participate in the One Stop program will have their present needs addressed and be provided pathways for their future.	One Stop Transition Database	80% of students served by a One Stop specialist will continue to be enrolled in an educational/ career setting 50% of students served by a One Stop specialist will be receiving wrap-around services or referred to new services.	2-week exit monitoring 1 month exit monitoring Mid-year Report in February End of school year report in July	Judge's Court Orders Student Enrollments CBO Wrap-Around Service Engagement

DELIVERABLES/IMPLEMENTATION TIMELINE

N/A

RESEARCH DESIGN

N/A

ADDITIONAL DATA REQUIREMENTS

PROGRAMMATIC AND DATA REPORTING REQUIREMENTS

The purpose of data collection, reporting and analysis is to promote continuous improvements in program quality and outcome achievement. 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. Program

progress metrics may be revised throughout the funding cycle depending on the initiative needs and additional program data.

The Children's Trust Reporting Requirements – Miami Dade County Public Schools shall provide the reports in accordance with the due dates outlined in Table 1. The information to be reported is outlined in Outcomes, above and Table 2, below. .

Miami-Dade County Reporting Requirements – Miami Dade County Public Schools and Miami-Dade County Department of Juvenile Services shall provide reports in accordance with requirements in Table 1.

Table 1 - Reporting Requirements

Quarter	What to Report
Not Applicable	Monthly Meetings (August 2022 through July 31, 2023) A. monthly meetings to review and discuss year-to-date program performance.
Q1 January 14, 2024	Mid-Year Program Report (for services and activities rendered in August, September, October, November, December) A. Mid-year cumulative deliverables as specified in Table 2 – H.E.R.O. Deliverables
Q2 July 15, 2024	Year-End Program Report (for services and activities rendered from August 2021 through June 2021) A. Year-to-date cumulative deliverables as specified in Table 2, H.E.R.O. Deliverables B. Participant Outcomes as specified in Table 3, H.E.R.O. Outcomes C. Middle-High -School Aged Program reports and outcomes as specified in Table 4, Middle School Aged Program Impact Report A. Annual infographic that outlines 2021-2022 and 2022-2023 performance
Q3 September 30, 2024	Program Narrative (for services and activities rendered in June, July, August, and September)

Table 2 - H.E.R.O. TRUANCY PREVENTION PROGRAM DELIVERABLES

Associated Activity	Deliverable
Eligibility Screening	# letters distributed
Intervention and Prevention	# students with chronic absenteeism in past years # conferences conducted # unduplicated student/families participating in conferences
Truancy Intervention – Level 1	# students accruing 5 or more absences # TCST Level 1 meetings conducted # unduplicated student/families participating in TCST Level 1 meetings

Exhibit B

Truancy Intervention – Level 2	1. # students accruing an additional 5 or more absences 2. # TCST Level 2 meetings conducted 3. # unduplicated student/families participating in TCST Level 2 meetings
Truancy Intervention - Level 3	1. #f students accruing 5 or more absences 2. # TCST Level 3 meetings conducted 3. # unduplicated student/families participating in TCST Level 3 meetings
Follow Up Services	1. Home Visitations: a. # Conducted b. # unduplicated student/ families participating 2. Parent Conference(s): a. # Conducted b. # unduplicated student/ families participating 3. Student Conference(s): a. # Conducted b. # unduplicated student/ families (unique) Participating 4. Coordinating Services with Outside Agencies: a. # Referrals b. # unduplicated student/ families participating in referred activities 5. Phone Conference(s) with Parents/Guardians a. # Conducted b. # unduplicated student/ families participating 6. Parent Letter(s) a. # letters sent 7. Court Appearance(s) – Students who are delinquent/truant are required to attend court a. # Court Appearances b. # unduplicated student/ families participating
Truancy Court	1. # Court Petitions filed 2. # Care Plans developed
Hearing	1. # Court Appearances 2. # unduplicated student/ families participating
Pre-Family Conferencing	1. # Pre-Family Conferencing sessions 2. # unduplicated student/ families participating
Family Decision Making Conferencing Session	1. # Court Appearances 2. # unduplicated student/ families participating
Second Truancy Court	1. # Court Appearances 2. #unduplicated student/ families participating
Truancy Status Hearing	1. # Hearings 2. # unduplicated student/ families participating
Continuity of Services	1. #students currently engaged by the HERO targeted case management program and identified in the school district's data system as a TFC participant.

NON-SERVICE OPTIONS

TERMS OF RENEWAL

Applicable

GOVERNMENT ENTITY

APPLICABLE

INSURANCE REQUIREMENTS

APPLICABLE

FINANCIAL STATEMENT AUDIT

APPLICABLE

PROGRAM-SPECIFIC AUDIT

APPLICABLE

AUDIT EXTENSIONS

APPLICABLE

ENGAGEMENT LETTERS

APPLICABLE

CORE - PROGRAM METRICS

Applicable

CLIENT RECORDS

APPLICABLE

STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS

APPLICABLE

CHILDREN WITH DISABILITIES AND THEIR FAMILIES

APPLICABLE

PROGRAMMATIC DATA REPORTING

APPLICABLE

LIST OF APPROVED CERTIFIED PUBLIC ACCOUNTING FIRMS

APPLICABLE

CONSENT

APPLICABLE

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 Children's Trust electronic reporting system in accordance with the approved budget or budget amendments/revisions, paper invoice, spreadsheet, or other submission method. The Children's Trust will notify the Provider of the method of submittal. Invoices/requests for payment not submitted in The Children's Trust electronic reporting system 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/request for payment 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/requests 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 Children's Trust electronic reporting system. 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 program participants on behalf of that provider. If there are subcontractors to this Contract, and the invoices/requests for payment are to be submitted using The Children's Trust electronic reporting system, 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 The Children's Trust electronic reporting system, 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. The provision of this section shall survive the expiration or termination of this Contract.

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 15 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 a 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

To receive reimbursement for the preparation of the program-specific audit, as defined in the Contract, 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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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 (found on The Children's Trust website) 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 each initiative and may be revised throughout the funding cycle.

Successful programs regularly review 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 in accordance with initiative-specific requirements noted in Attachment A Scope of Services, using the appropriate tools (e.g., required demographic fields can be found in the **Child/Youth and Parent, Guardian or Primary Caregiver Information Forms** found on The Children's Trust website) and entered in a timely manner into a Trust-approved data system. Program attendance and contact data should be entered daily, in the event this cannot occur it is to be entered within 24 hours. Other participant screening and outcome data should also be entered as it is collected, in the event this cannot occur it is to be entered within three (3) days of collection. All data that has been entered must also be regularly reviewed and validated by the Provider at least weekly to ensure all information submitted to The Trust is accurate and correct.

As applicable, Provider may also be expected to submit periodic Program Narrative Reports that capture the program's successes, challenges, and supports needed and/or specific aggregated data reporting spreadsheets, as specified in the **Initiative Specific Reporting Requirements** on The Children's Trust website or other communications from The Children's Trust.

With each submission, the Provider attests 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.

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 Trust Program 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.

The Children's Trust funds program and professional development for provider staff and agencies through Trust Academy, ranging from basic to advanced levels. All funded providers are required to engage in the available offerings, which include online courses, live training, peer learning activities and coaching. Required Trust trainings for each initiative are listed on The Trust Website. Participation in all Trust Academy supports is centrally tracked in the Trust Academy learning management system (LMS). All staff profiles must be kept up to date in Trust Central and the LMS. Provider must ensure appropriate staff and subcontractors attend various Trust-sponsored or facilitated trainings. At a minimum, staff will be required to attend the following annually:

- Contract management trainings
- The Children's Trust Provider meetings
- Trust Central training for budgets, amendments, invoices, participants and reports trainings
- Content-specific trainings related to program quality and performance measures (e.g., evidence-based programs, best practices, measurement tools, safety and injury prevention and inclusion).

In addition to supports offered by The Trust, providers are expected to engage their staff in training and professional development specific to the population served, enrichment content areas delivered, and/or evidence-based practices being implemented.

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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Exhibit B

a) Internal Controls	1) An auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance, and in doing so, the assessed control risk must be assessed at low during the planning stage. If the auditor determines a lack of controls and identifies risk of material noncompliance that 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 \times 3 = \\$105,000.00$ or $35\% \times 3 = 105\%$ 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.

Exhibit B

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:



Exhibit B
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

MDC205

Exhibit B

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

Exhibit B
ATTACHMENT E-3



Child Abuse & Neglect Reporting Requirements

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

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

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

Categories include:

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

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

Read and understood the information and my mandated



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	<u>FDLE/ FBI</u>	<u>FDLE/ FBI</u>
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.

EXHIBIT B – ATTACHMENT F



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

Read and understood the information and my mandated