

**FY 2015-2016
CONTRACT NO. 1610-4010
BETWEEN THE CHILDREN'S TRUST
AND TOWN OF CUTLER BAY
FOR OUT OF SCHOOL SERVICES**

THIS CONTRACT is between **The Children's Trust** whose address is 3150 S.W. 3rd Avenue, 8th Floor, Miami, Florida 33129 and **Town of Cutler Bay** hereafter "Provider" whose address is 10720 Caribbean Blvd. #105, Cutler Bay, Florida 33189.

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

A. EFFECTIVE TERM

The effective term of this Contract shall be from TBD through TBD, subject to funding availability and Provider's performance.

B. TERMS OF RENEWAL, if applicable

In the sole discretion of The Children's Trust, this Contract may be renewed with the acknowledgement of Provider. In considering the exercise of any contract renewal, and in accordance with the Request for Proposal (RFP) and Board authorization, renewal may not exceed a term equal to the term of the initial contract for a total maximum of three (3) terms. The Children's Trust in its sole discretion will consider, but is not limited to, the following:

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

C. SCOPE OF SERVICES

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

D. TOTAL FUNDING

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed **\$143,190.00**, with a required match of **\$** . Provider agrees that should available funding to The Children's Trust be reduced, the amount payable under this Contract will be reduced at the sole option of The Children's Trust. Provider agrees to adhere to Attachment B of this Contract: Other Fiscal Requirements, Budget and Method of Payment.

E. FISCAL MANAGEMENT

1. Double Billing and Payments

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

2. No Supplanting of Existing Public Funds

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

3. Capital Equipment

Capital equipment is included in the definition of "property" under Florida Statutes, Chapter 274, and Florida Administrative Code, Section 69I-73.001, and is defined as individual items with a value of \$1,000 or greater which have a life expectancy of more than one year. Provider is to maintain proof of Property Coverage in accordance with the insurance requirements prescribed in section K of this Contract.

Capital equipment purchased with Trust funds by Provider become assets of The Children's Trust; are intended for The Children's Trust funded programs; are owned by The Children's Trust; and must be tagged at the time of purchase as an asset of The Children's Trust. The Children's Trust will work with Provider to tag the asset and receive all information regarding the capital equipment. Provider must maintain a record of any capital equipment purchased with funds provided by The Children's Trust. When Provider is no longer funded by The Children's Trust, the equipment will be returned to The Children's Trust unless it is fully depreciated. Ownership of capital equipment will be transferred to Provider and removed from The Children's Trust's fixed asset system if the capital equipment is fully depreciated and in the possession of Provider. Provider can purchase the equipment at the depreciated cost with the approval of The Children's Trust. If capital equipment is not purchased by Provider prior to the equipment being fully depreciated, Provider must return such capital equipment to The Children's Trust before submission of the final invoice.

In the event that property of The Children's Trust is either damaged, lost, or stolen, while in Provider's possession, Provider is to perform all of the following: a) within 5 business days provide written notification to The Children's Trust Contract Manager that the capital equipment has been either damaged, lost or stolen; b) provide a police report for lost or stolen items; or provide a written statement as to how the capital equipment was damaged; and c) reimburse The Children's Trust for the value, as determined by The Children's Trust.

4. Assignments and Subcontracts

Provider shall not assign this Contract to another party. Provider shall not subcontract any Services under this Contract without prior written approval of The Children's Trust. In any subcontract, Provider shall incorporate appropriate language from this contract into each subcontract and shall require each subcontractor providing services to be governed by the terms and conditions of this contract. Provider shall submit to The Children's Trust a copy of each subcontract to this Contract within 30 days of its execution. All sub-contracts with Provider must be executed within 90 days of Provider's execution date. All subcontractors must agree to be monitored by Provider and/or The Children's Trust, in the same manner as Provider under the terms of this contract. Provider acknowledges and agrees that The Children's Trust and any subcontractor to this Contract have authority to communicate and exchange information about contract, program and/or fiscal issues. Provider waives any and all claims, demands, and/or legal action based upon any such communications.

Provider shall be responsible for all Services performed, and all expenses incurred, under this Contract, including services provided and expenses incurred by any and all subcontractors. The Children's Trust shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract. Provider shall be solely liable for any expenses or liabilities incurred under any subcontract. Provider shall hold harmless and defend, at Provider's expense, The Children's Trust against any claims, demands or actions related to any subcontract.

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

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

5. Religious Purposes

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

6. Lobbying

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

7. Adverse Action or Proceeding

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

8. Compliance

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

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

F. INDEMNIFICATION BY PROVIDER

1. Government Entity

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

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

2. All Other Providers

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

To the extent arising from a liability that is covered by the foregoing indemnification, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. 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, agents.

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

G. COPYRIGHTS AND RIGHT TO DATA/MATERIALS

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

H. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY

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

retains sole ownership of intellectual property developed under this Contract. Provider is responsible for payment of required licensing fees if intellectual property owned by other parties is incorporated by Provider into the services required under this Contract. Such licensing should be in the exclusive name of Provider. Payment for any licensing fees or costs arising from the use of others' intellectual property shall be at the sole expense of Provider.

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

I. BREACH OF CONTRACT AND REMEDIES

1. Breach

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

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

- q. Fails to submit an Audit Engagement Letter for both the Annual Financial Statement Audit and the Program Specific Audit within thirty (30) days after Provider's fiscal year end.

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

2. Remedies

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

- a. The Children's Trust may, at its sole discretion, enter into a written performance improvement plan with Provider to cure any breach of this Contract as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.
- b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider of such suspension and specifying the effective date of suspension, at least five business days before the effective date of suspension. On the effective date of suspension Provider may (but shall not be obligated to) continue to perform the Services in this Contract, but Provider shall promptly cease using The Children's Trust's logo and any other reference to The Children's Trust in connection with such Services. All payments to Provider as of the date of suspension shall cease, except that The Children's Trust shall continue to review and pay verifiable requests for payment for Services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust, prior to the effective date of such suspension. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such suspension and specifying the effective date of suspension, which must be at least five business days before the effective date of such suspension, in any event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such suspension. Provider shall be responsible for all direct and indirect costs associated with such suspension including reasonable attorney's fees.
- c. The Children's Trust may terminate this Contract by giving written notice to Provider of such termination and specifying the date of termination at least five (5) business days before the effective date of termination. In the event of such termination, The Children's Trust may (a) request Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys, reports prepared and secured by Provider with Trust funds under this Contract subject to the rights of Provider as provided for in Paragraphs G and H above; (b) seek reimbursement of any Trust funds which have been improperly paid to Provider under this Contract; (c) terminate further payment of Trust funds to Provider under this Contract, except that The Children's Trust shall continue to review and pay verifiable requests for payment for services that were performed and/or deliverables that were substantially completed at the sole discretion

of The Children's Trust prior to the effective date of such termination; and/or (d) terminate or cancel, without cause, any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such termination and specifying the effective date of termination, which must be at least five business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination. Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney's fees.

- d. The Children's Trust may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorneys' fees through conclusion of all appellate proceedings, and including any final settlement or judgment.
- e. The provisions of this Paragraph I shall survive the expiration or termination of this Contract.

J. TERMINATION BY EITHER PARTY

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

K. INSURANCE REQUIREMENTS

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

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

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

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

1. Worker's Compensation Insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have worker's compensation coverage or a valid State of Florida exemption on file with the Department of Labor, as required by Florida Statutes, Chapter 440. In the event that the Provider is no longer exempt from obtaining Worker's Compensation insurance, the Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be \$500,000/\$500,000/\$500,000 as a minimum.

2. Comprehensive General Liability insurance, to include sexual molestation, in an amount not less than \$500,000 combined single limit per occurrence and \$1,000,000 aggregate in a policy year. Deductibles exceeding \$1,000 are discouraged, unless Provider can provide financial statements to support a higher deductible. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:

- a. Bodily Injury;
- b. Property Damage;
- c. No exclusions for Abuse, Molestation or Corporal Punishment;
- d. No endorsement for premises only operations.

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

4. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and /or sub-contractors **not transporting program participants**. The minimum amount of coverage is \$300,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as heir Interest May Appear" with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.

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

6. If applicable, Professional Liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust but not less than \$250,000 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on

claims made form. The Children's Trust is not required to be named as an Additional Insured. Professional liability insurance is generally required when the scope of services uses professional services that require certification or license(s) to provide direct services to program participants.

7. Proof of Property Coverage is required when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider or such capital equipment is returned to The Children's Trust.

Certificate Holder

Certificate holder must read:

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

Classification and Rating

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

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

Provider and or Provider's insurance agent, as applicable, shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) days prior to the effective date of making any material changes to the insurance coverage except for ten (10) days for lack of payment changes. Provider shall be responsible for ensuring that all applicable insurances are maintained and submitted to The Children's Trust for the duration of this Contract.

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

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

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

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

L. PROOF OF TAX STATUS

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

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

M. NOTICES

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

N. AUTONOMY

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

O. RECORDS, REPORTS, AUDITS AND MONITORING

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

1. Accounting Records

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

2. Financial Statement Audit

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

- a) An annual financial statement audit, performed by a CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation; and
- b) Written communication encompassing the requirements of AU-C section 265, "Communicating Internal Control Related Matters Identified in an Audit;" and
- c) Written communication encompassing the requirements of AU-C section 260, "The Auditor's Communication With Those Charged With Governance;" and
- d) Written communication encompassing the requirements of *Government Auditing Standards*, that includes an "Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*;" and
- e) A Single Audit conducted in accordance with OMB Circular A-133, Audit of States, Local Government and Non-Profit Organizations or the Florida Single Audit Act, Florida Statutes 215.97, if applicable; and
- f) A Management Letter; if no Management Letter is prepared by Provider's CPA firm, then the CPA firm must expressly confirm, in writing, that no Management Letter was issued.

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

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

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

3. **Program Specific Audit**

Within 180 days of the close of its fiscal year, Providers that are contracted for a combined total of \$100,000 or more from The Children's Trust are required to have their CPA firm submit a program specific audit related to The Children's Trust contracts, electronically, in addition to the annual financial statement audit. The program specific audit shall be performed by an independent CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation, has performed audits under *Government Auditing Standards* and is either a member of the AICPA or FICPA peer review program to include government engagement reviews. This program specific audit must encompass an audit of The Children's Trust contract(s) as specified in Attachment D: Program Specific Audit Requirements.

A Provider that does not meet the program specific audit threshold requirement will be exempt from the program specific audit requirement in the fiscal year that the audit threshold is not met.

4. **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) 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 extension requests allow for the continuation of payment until such time that the extension expires.

The annual financial statement audit and other financial information will be used in the evaluation of Provider's performance and overall fiscal health.

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

5. Engagement Letters

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

6. List of Approved Certified Public Accounting Firms

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

7. Access to Records

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

8. Monitoring

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

9. Client Records

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

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

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

10. Internal Documentation/Records Retention

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

11. Confidentiality

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

12. Data Security Obligation

Provider shall maintain an appropriate level of data security for the personally identifiable information (PII) Provider is collecting or using in the performance of this Contract. PII is information that can uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify individuals. Provider shall maintain and adhere to a written Data Security Policy that addresses requirements regarding the protection of PII from unauthorized access and protection against data breaches and ensures Provider is in compliance with applicable federal and state standards with respect to transmission, receipt and storage of PII on Provider's computing network and as paper records. This policy shall address the topics of computer passwords, screensavers that lock computers, securing physical facilities, storing data, data use, data confidentiality agreements, and staff training related to the policy. Additionally, Provider is responsible for approving and tracking all Provider employees who request system or information access and ensuring that user access has been removed from all terminated employees of Provider

13. Withholding of Payment

At the sole discretion of The Children's Trust, payment may be withheld for non-compliance of contractual

terms. The Children's Trust will provide payment upon satisfactory compliance with the contractual terms as solely determined by The Children's Trust.

P. MODIFICATIONS

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

Q. GOVERNING LAW & VENUE

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

R. BACKGROUND SCREENING

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

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

Level 2 Background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted from those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade County Public School System (MDCPS). A clearance letter from the MDCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted.

In addition:

- If background screenings are completed with VECHS, then Provider shall complete Attachment E: "Affidavit under Penalty of Perjury for Level 2 Background Screenings" for each contract term.
- 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.
- Provider shall maintain Attachment E: "Affidavit under Penalty of Perjury for Level 2 Background Screenings" in Provider's personnel, volunteers, and sub-contractors' files.
- Provider shall re-screen each employee, volunteer and subcontractor every five years.

S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES

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

T. REGULATORY COMPLIANCE

1. Non-discrimination and Civil Rights

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

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

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

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

2. Public Entities Crime Act

Provider will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Provider, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to The Children's Trust, may not submit a bid on a contract with The Children's Trust for the construction or repair of a public building or public work, may not submit bids on leases of real property to The Children's Trust, may not be awarded or perform work as a Provider supplier, sub Provider, or consultant under a contract with The Children's Trust, and may not transact any business with The Children's Trust in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from The Children's Trust's competitive procurement activities.

3. Conflict of Interest

Provider represents that the execution of this Contract does not violate Miami Dade County's Conflict of Interest and Code of Ethics Ordinance, and Florida Statutes §112 as amended, which are incorporated herein by reference as if fully set forth herein. Provider agrees to abide by and be governed by these

conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder. (Refer to http://www.miamidadeethics.com/Publications/code_of_ethics2010.pdf for the Code of Ethics Ordinance).

4. Compliance with Sarbanes-Oxley Act of 2002

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

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

5. Licensing

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

6. Incident Reporting

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

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

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

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

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

7. Sexual Harassment

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

8. Proof of Policies

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

U. CONSENT

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

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

V. PROGRAMMATIC DATA REPORTING

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

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

W. PUBLICITY

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

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

X. PUBLICATIONS

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

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

English:

Town of Cutler Bay Afterschool Program is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

Español:

Town of Cutler Bay Afterschool Program está financiado por El Fidecomiso de los Niños (The Children's Trust). El Fidecomiso de los Niños es una fuente de financiación, establecida por referendum para mejorar las vidas de niños y familias en el Condado de Miami-Dade.

Kreyol:

Town of Cutler Bay Afterschool Program finanse pa "The Children's Trust". Trust la, se yon sous lajan ke gouveman amerikin vote an referandom pou ke' li investi byen nan pwogram kap amelioré la Vi Ti Moun ak fanmi yo nan Myami Dade.

Note: In cases where funding by The Children's Trust represents only a percentage of Provider's overall funding, the above language can be altered to read "The (organization) is funded in part by The Children's Trust..."

Y. HEADINGS, USE OF SINGULAR AND GENDER

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

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Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS

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

- Attachment A: Scope of Services
- Attachment B: Other Fiscal Requirements, Budget, and Method of Payment
- Attachment C: Programmatic Data and Reporting Requirements
- Attachment D: Program Specific Audit Requirements
- Attachment E: Affidavit for Level 2 Background Screenings, if applicable
- Attachment F: Performance Improvement Plan, 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.

**Town of Cutler Bay Afterschool Program
MIAMI- DADE COUNTY, FLORIDA**

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

By: _
(Signature of Authorized Representative)

by: _
(Signature)

(Type/Print Name)

Charles M. Auslander

(Type/Print Title)

President and CEO

Date: _

Date_

Provider Federal ID#

Approved as to form and legal sufficiency

_ County Attorney

Date: _

This contract is not valid until signed by both parties.

Attachment A – Scope of Services*
AFTER-SCHOOL PROGRAMS AND SUMMER CAMPS

1. PROGRAM DESCRIPTION

The Town of Cutler Bay is requesting \$171,566 to continue to provide afterschool services to youth in grades K-5 in and around the Town limits. The Town has successfully operated a Trust supported Afterschool program since 2009 and provides youth with literacy, physical fitness, homework assistance, social skills training and nutritious snacks. Funding from The Children's Trust will allow the Town to serve 75 youth.

The Cutler Bay Afterschool Program offers recreational and evidenced based activities to assist participants in improving academically, developing appropriate social skills and adopting an active lifestyle. Town aims to enhance the program by adding a STEAM (Science, Technology, Engineering, Arts, Math) component in partnership with Miami Dade College and local non-profit organization enFAMILIA

Program Timeframe: School-Year Only

2. PARTICIPANTS

School-Year	Slots
<i>Slots (number)</i>	75
<i>Children With Disabilities Slots (percent of actual slots)</i>	14%

3. ACTIVITIES **complete table and insert responsible staff**

School-Year Activity Name & Description	Site/Group Variance	Responsible Staff/Facilitators
<p>LITERACY</p> <p>A differentiated instruction approach is implemented to facilitate the delivery of literacy services using evidence-based curricula (or strategies) to improve oral reading fluency for participants through 3rd grade and comprehension for grades 4 and up. Student assessments are used to identify literacy readiness followed by instruction that is matched to the academic needs and learning styles of each participant. Based on pre-tests, students are grouped into three levels: mastery; instructional; or frustrational. Participants at the mastery and instructional levels take part in individualized reading enrichment activities whereas participants at the frustrational level receive individualized instructional supports.</p> <p>Frequency: Daily Intensity: 30 minutes Duration: 39 weeks EBP (or strategies): After School Kidz Lit</p>	No Variances	<p>Responsible Staff - 1 Part-Time Park Service Aide - Teacher</p> <p>Facilitators/Assistants - 3 Part-Time Park Service Aides And 1 Outreach Worker</p>
<p>PHYSICAL ACTIVITY & FITNESS</p> <p>Activities implemented are structured and promote fitness, fun, teamwork, cooperative play, and keep participants vigorously moving. A variety of activities are offered to encourage the involvement of participants at all skill levels and abilities.</p> <p>Frequency: Daily Intensity: 30 minutes Duration: 39 weeks</p>		<p>Responsible Staff - 1 Recreation Coordinator</p> <p>Facilitators/Assistants: 3 Park Service Aides;</p>

School-Year Activity Name & Description	Site/Group Variance	Responsible Staff/Facilitators
<p>EBP (or strategies): Sports, Play and Active Recreation for Kids (SPARK)</p>		
<p>HOMEWORK ASSISTANCE</p> <p>Assistance is provided in an environment conducive to completing academic tasks with materials readily available. Staff provide continuous motivation, strategies, and feedback that encourage skill-building and homework completion. In addition, staff facilitate communication to link the participant's parents, school teachers, and after-school program.</p> <p>Frequency: Daily Intensity: 30 minutes – 60 minutes Duration: 39 weeks</p> <p>EBP (or strategies): Park Service Aides closely monitor youth to assist youth that are having difficulty and provide positive reinforcement. The staff reinforces smart study skills such as breaking down difficult material/large assignments into manageable chunks, set goals, use positive thinking, be a "STAR" (Stop Take A breath, and Relax), etc. The Certified Teacher on staff is required to provide guidance to staff and students and provide ongoing professional development training to staff regarding best practices for providing homework assistance.</p>	<p>8 slots are available for youth with disabilities. These youth are first provided the opportunity to complete homework assignments with the entire group in an inclusive setting. In the event that a child will benefit from being separated from the group, that child will complete assignments in a small group setting where he/she will have more opportunity to receive individualized attention. Park Service Aides that are assigned to the group will be required to be familiar with the child's Individualized Education Plan (IEP) in order to best serve the child. If the child does not have homework and has difficulty quietly working on assigned work, that child (or group) will be escorted to a separate area in order to avoid disrupting the classroom.</p>	<p>Responsible Staff - 1 Part-Time Park Service Aide - Teacher</p> <p>Facilitators/Assistants - 3 Part-Time Park Service Aides And 1 Outreach Worker</p>
<p>LIFE SKILLS describe activities in paragraph format</p> <p>The Town's staff has used the Positive Action curriculum since 2009 and is fully trained in the implementation of the program. The Town will not schedule time for teaching a "life skills". Instead the Town will foster a nurturing and socially positive environment by utilizing the skills learned while teaching Positive Action and integrating them into every aspect of the program. Youth will have the opportunity to practice life/social skills during literacy activities, organized sport activities, project based learning activities, ensuring the staff consistently demonstrates positive behaviors, and in regular one-on-one interaction during free-choice.</p>	<p>No Variances</p>	<p>Responsible Staff - 1 Part-Time Park Service Aide - Teacher</p> <p>Facilitators/Assistants - 3 Part-Time Park Service Aides</p> <p>Law Enforcement Officer(s)</p>

School-Year Activity Name & Description	Site/Group Variance	Responsible Staff/Facilitators
<p>In addition to this, the Cutler Bay Police Department (subcontract with Miami-Dade Police Department) will provide regular presentations to youth. Topics include; Bullying Prevention, Stranger Danger, Officer Friendly, Internet Safety and more. Youth will also receive a safety identification card and bicycle helmet after completing the personal safety and bicycle safety trainings.</p> <p>Frequency: Daily Intensity: During other core activities Duration: 39 weeks EBP (or strategies): Positive Action</p>		
<p>FAMILY ENGAGEMENT</p> <p>The Town in has two primary ways to promote Family Engagement. (1) Program staff will coordinate two family friendly special events during the school year. The Town will hold two Family Movie Nights along with a sit down family dinner for program participants and their families. These events give the parents an opportunity to interact with staff and their children in a relaxed environment and the youth have a chance to demonstrate the social skills learned in the program.</p> <p>When parents arrive for dinner, they will have the opportunity to browse the facility where their child's work will be displayed. Park Staff will be available to answer any questions that families have about the program in general or specific to their child. Additionally, a resource table will be displayed for parents to learn about various community based services available to them.</p> <p>(2) On a weekly basis, the program's Outreach Worker contacts the families either by phone or face- to-face to update them on their child's progress. The Outreach Worker is also responsible for maintaining the children's file and making sure that youth with documented disabilities have their most recent Individual Education Plan (IEP) on file. If the families have a need that is not provided by the Afterschool Program, then the Outreach Worker will direct the family to available resources and/or provide the family with a referral to a local service agency.</p> <p>Frequency: 2 events Intensity: 2 -4 hours Duration: 39 weeks EBP (or strategies):</p>	No Variances	Responsible Staff - 1 Recreation Coordinator Facilitators/Assistants: 3 Park Service Aides;
<p>FIELD TRIPS</p> <p>Field trips increase engagement in the program and give participants the opportunity to experience new educational, cultural, and environmental experiences. The selected field trip sites and experiences are aligned to the curricula,</p>	No Field Trips are Planned during the After-School Program	N/A

School-Year Activity Name & Description	Site/Group Variance	Responsible Staff/Facilitators
<p>activities, and outcomes of the program and may include museums, galleries, and parks.</p> <p>Frequency: Intensity: Duration: All school year EBP (or strategies):</p>		
<p>SCIENCE, TECHNOLOGY, ENGINEERING, ARTS AND MATH - describe in paragraph format with a more detailed description of activities,</p> <p>These classes are hand-on classes that teach youth basic STEM concepts through experiments. STEM lessons are provided two (2) days per week for 1 hour each day.</p> <p>Science and Math (5 - 12 years) - The Town has an Organic Community Garden on site. This garden will be transformed into a "learning garden" where youth will learn about various herbs and plants, how seeds become plants, how to measure the growth of plants, life cycles, erosion, and more. Youth will begin to connect what is learned in school to their afterschool time in the Town's "learning garden".</p> <p>Technology and Engineering (5-12 years) - Robotics Engineering by LEGO using sets of LEGO EV3. This system comes with software that will allow youth to use computers to bring their creations to life. Other engineering/technology related activities include age appropriate classroom kits from Pitsco Education. This includes bottle rockets, airplane kits, building bridges and more.</p> <p>Frequency: 2 times per week Intensity: 60 minutes Duration: 39 weeks EBP (if applicable):</p>	No Variances	<p>Responsible Staff - 1 Recreation Coordinator</p> <p>Facilitators/Assistants: 3 Park Service Aides;</p> <p>Contracted Partners: Miami-Dade College</p>
<p>SUPERVISED FREE CHOICE describe in paragraph format</p> <p>Youth enrolled in the afterschool program have the opportunity to take advantage of all of Cutler Ridge Park's amenities.</p> <p>Soccer Football Tennis Basketball Indoor Recreation (board games, table tennis, role-play areas)</p> <p>In addition to this, there is a heated swimming pool located on</p>	2nd - 5th Grade only receive Supervised Free Choice on Fridays due to their school schedule and the time that they arrive to the Afterschool Program.	<p>Responsible Staff - 1 Recreation Coordinator</p> <p>Facilitators/Assistants: 3 Park Service Aides; Lifeguards when needed.</p>

School-Year Activity Name & Description	Site/Group Variance	Responsible Staff/Facilitators
<p>Park grounds with certified lifeguards on duty at all times. Youth have the opportunity to participate in swimming activities with parent's permission and as a group on Full Days (i.e. Teacher Work Days and Spring Break) when the weather permits.</p> <p>Frequency: Daily/As time permits Intensity: minimum 30 minutes Duration: 39 weeks EBP (if applicable): N/A</p>		
<p>ARTS AND CULTURAL ACTIVITIES – describe in paragraph format with a more detailed description of activities,</p> <p>The Town will partner with enFAMILIA a non-profit organization located in Homestead, FL that provides art and cultural activities for youth of all ages enrolled in afterschool care and summer camps. Art lessons are provided to youth one (1) day per week for one (1) hours each day. Classess include, but may not be limited to;</p> <ul style="list-style-type: none"> • Arts and Crafts • Music • Drama • Painting • Fashion Design • Jewelry Making <p>Frequency: Weekly Intensity: 60 minutes Duration: 39 weeks EBP (if applicable): N/A</p>		<p>Responsible Staff - 1 Recreation Coordinator</p> <p>Facilitators/Assistants: 3 Park Service Aides;</p> <p>Contracted Partners: Miami-Dade College</p>

4. PARTICIPANT OUTCOMES

Required School-Year Outcomes	Data Source/ Measurement Tool	Timing	Meaningful Improvement	Associated Activity
<p>80% of participants through 3rd grade will make meaningful improvement on oral reading fluency based on their level at pre-test</p>	<p>1 minute Oral Reading Fluency (ORF)</p>	<p>Pre, Mid, and Post tests</p>	<p>For the ORF, meaningful improvement is defined as one of the following based on pre-test level of oral reading fluency:</p> <ul style="list-style-type: none"> • Participants at the "frustrational" level improve to "instructional" or "mastery" level. • Participants at the "instructional" level improve to "mastery" level. • Participants at the "mastery" level remain at the "mastery" level. 	<p>Literacy</p>
<p># and % of participants in grades 4 and above who make meaningful improvement in Reading</p>	<p>iSTEEP Maze Assessment</p>	<p>Pre, Mid, and Post tests</p>	<p>Defined as one of the following based on pre-test level of reading comprehension:</p>	<p>Literacy</p>

Required School-Year Outcomes	Data Source/ Measurement Tool	Timing	Meaningful Improvement	Associated Activity
Comprehension based on their level at pre-test (no target percentage will be set in year one; a percentage will be determined by The Children's Trust after analyzing the first year data collected with this measure)			<ul style="list-style-type: none"> • Participants at the "frustrational" level improve to "instructional" or "mastery" level. • Participants at the "instructional" level improve to "mastery" level. • Participants at the "mastery" level remain at the "mastery" level. 	
65% of children will make meaningful improvement on physical fitness performance based on their level at pre-test	PACER Multi-Stage Shuttle Run	Pre, Mid, and Post tests	Based on an increase in four laps completed from the pre-test to the post-test.	Physical Fitness
# and % of participants who make meaningful improvement in social-emotional learning based on their level at pre-test (no target percentage will be set in year one; a percentage will be determined by The Children's Trust after analyzing the first year data collected with this measure)	Measurement tool to be determined	Pre, Mid, and Post tests	Based on the results of future analyses.	Life Skills

5. RATIOS and SERVICE LOCATIONS – See Appendix 1 – Program/Services Operating Site Table for full list of operation locations and specific staff/child ratios per site.

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6. STAFF QUALIFICATIONS complete this table and please makes sure that positions are consistent with the budget

Provider represents that all persons delivering the Services required by this Contract 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 in the Scope of Services (Attachment A) and to provide and perform such Services to The Children's Trust's satisfaction. All persons delivering the services described herein must be included in the Position Management module of SAMIS.

	After School		Key Position for Svcs (X)	Qualifications: Required Minimum Education & Experience	Justification
	# of Staff*	Ratio Yes or No			Description of the staffing pattern, including the number of staff per site if included in the ratio. Description of the responsibilities related to the program described in the Activity Tables.
List Full-Time Employees					
Etienne Bejarano, Parks & Recreation Director	1	No		A Bachelor's degree from an Accredited college or university in recreation, leisure services, or a related field is required.	Staff (#1): The Community Services & Parks Director is responsible for coordinating and overseeing all aspects of the Parks and Recreation Department including parks, pool, recreation programs, special events, landscape maintenance contracts, and park use agreements. Site Location 1: Cutler Ridge Park
Alan Hughes, Recreation Coordinator	1	No	x	Minimum three (3) years of Prior experience in a park, recreation, or physical education setting is required. Equivalent combination of education and experience may be considered.	The Recreation Coordinator coordinates, plans, and supervises assigned personnel engaged in conducting activities associated with athletic and recreational programs of the town. This position devotes considerable time to performing hands-on work associated with promotion, preparation, and implementation in order to ensure maximum participation in the programs, events, and activities. Site Location 1: Cutler Ridge Park
Elizabeth Deveaux, Administrative Assistant	1	No		High School Diploma or Equivalent with a minimum of three (3) years experience.	Assists the Parks & Recreation Department Director in a wide range of administrative assignments to ensure the excellent operation of the department. For the purpose of The Children's Trust grant, the Administrative Assistant collects and inputs client data, attendance and test results into the SAMIS system. The Administrative Assistant also assists the Director with preparing monthly programmatic and

		After School		Justification	
	# of Staff*	Ratio Yes or No	Key Position for Svcs (X)	Qualifications: Required Minimum Education & Experience	Description of the staffing pattern, including the number of staff per site if included in the ratio. Description of the responsibilities related to the program described in the Activity Tables.
					financial reports to be submitted to The Children’s Trust.
Sandra Vega, Outreach Worker	1	Y	X	Bachelor’s Degree in education or social services is preferred. Two (2) years of related experience is required. Equivalent combination of education and experience may be considered.	The Outreach Worker provides supervision for the After School Program and contacts potential program participants and families in the community, and informs them of the services available through the After School Program. In addition, the Outreach Worker provides information to the community, and enlists “partner agencies” to assist with certain components of the After School Program.
List Part-Time / Seasonal Employees					
Park Service Aide – Teacher	1	Y	X	Bachelor’s Degree in Education or related field Must have a current Florida Teacher Certification; an Academic Endorsement in Reading is a plus, but is not required. Must have the knowledge and skills to help students find new ways to look at difficult skills and concepts. Must demonstrate patience and the ability to work in an inclusionary learning environment	<u>Staff (#)</u> : The After School Program is an extended day enrichment program for children and youth 5-12 years old. Youth receive academic assistance, literacy development, social skills training and physical fitness in an environment where she or he can safely explore, discover, create and grow. The Park Serve Aide- Teacher provides academic intervention, homework support and enrichment activities to students. The Park Serve Aide- Teacher is responsible for independently supervising groups of up to 20 students, delivering high-quality instruction, upholding the mission and values of Town of Cutler Bay, and working with other members of the afterschool program team to track students’ academic progress and support students social and emotional development. This position may be responsible for delivering a specialized intervention program for youth as needed. Site Location 1: Cutler Ridge Park

	After School			Justification	
	# of Staff*	Ratio Yes or No	Key Position for Svcs (X)	Qualifications: Required Minimum Education & Experience	Description of the staffing pattern, including the number of staff per site if included in the ratio. Description of the responsibilities related to the program described in the Activity Tables.
Park Service Aide	3	Y	X	Requires a High School Diploma or a GED equivalent	Responsible for safety and supervision of participants in Town coordinated functions, such as tennis camps or youth summer programs. Responsible for the safety and maintenance of park facilities and enforcement of all park rules and regulations. For the purpose of The Children's Trust Grant, the Park Service Aide is responsible for supervising youth during all activities under the guidance of the Park Service Aide Teacher and/or Recreation Coordinator.
List Other: Volunteers **					
None					Staff (#): Site Location 1:

* Provider is cautioned to review Attachment C to this contract for the terms of programmatic performance and data reporting requirements that must be followed in conjunction with the specific terms applicable to this contract in this Attachment A – Scope of Services.

**Volunteers may only be counted towards the staff: participant slot ratio if they are screened and trained and they work days and times that match what would be required for a paid staff member in the position a volunteer occupies.