

FY 2016-2017

CONTRACT NO. \_\_\_\_\_  
BETWEEN **THE CHILDREN'S TRUST**  
AND THE TOWN OF CUTLER BAY  
FOR "CAREERS IN STEM SUMMER CAMP"

THIS CONTRACT is between **The Children's Trust** whose address is 3150 S.W. 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor, Miami, Florida 33129 and the Town of Cutler Bay hereafter "Provider" whose address is 10720 Caribbean Blvd., Suite 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 \_\_\_\_\_ through \_\_\_\_\_, 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 \$136,350, with a required match of \$0. 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's** 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-73.002, and is defined as individual items with a value of \$1,000 or greater which have a life expectancy of more than one year.

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

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

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

##### 4. Assignments and Subcontracts

Provider shall not assign this Contract to another party. Provider shall not subcontract any Services under this Contract without prior written approval of **The Children's Trust**. In any subcontract, Provider shall incorporate appropriate language from this Contract into each subcontract and shall require each subcontractor providing services to be governed by the terms and conditions of this Contract. Provider shall submit to **The Children's Trust** a copy of each subcontract to this Contract within 30 days of its execution. All sub-contracts with Provider must be executed within 30 days of Provider's execution date. All subcontractors are subject to monitoring by Provider and/or **The Children's Trust**, in the same manner as Provider under the terms of this Contract. Provider acknowledges and agrees that **The Children's Trust**

and any subcontractor to this Contract have authority to communicate and exchange information about Contract, program and/or fiscal issues. Provider waives any and all claims, demands, and/or legal action based upon any such communications.

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

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

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

#### 5. Religious Purposes

Providers and/or their faith-based community partners shall not use any funds provided under this Contract to support any inherently religious activities, including but not limited to, any religious instruction, 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 the Jewish Community Services of South Florida, Inc. 211 Helpline, **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's 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 subcontractors, 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. PUBLIC RECORDS

This Contract is subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records. The Provider shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Provider in connection with this Contract, except that public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S. Department of Justice. Failure of the Provider to allow such public access shall result in the immediate termination of this Contract or any renewal. The Provider shall maintain public records stored in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, and Rule IB-26.003 of the Florida Administrative Code.

1. Pursuant to section 119.0701 of the Florida Statutes, the Provider shall:

- a) Keep and maintain public records required by **The Children's Trust** to perform the services under this Contract;
- b) 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 this chapter or as otherwise provided by law;
- c) 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 Provider does not transfer the records to **The Children's Trust**; and
- d) Meet all requirements for retaining public records and transfer to **The Children's Trust**, at no cost to **The Children's Trust**, all public records created, received, maintained and or directly related to the performance of this Contract that are in possession of the Provider upon termination of this Contract. Upon termination of this Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. 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.

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

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF **CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE** PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 571-5700 EXT. 292, [MURIEL.JEANTY@THECHILDRENSTRUST.ORG](mailto:MURIEL.JEANTY@THECHILDRENSTRUST.ORG), 3150 SW 3<sup>RD</sup> AVENUE, 8<sup>TH</sup> FLOOR, MIAMI, FLORIDA 33129.

In the event the Provider does not comply with the public records disclosure requirement set forth in section 119.0701 of the Florida Statutes and this Section H of this Contract, **The Children's Trust** shall avail itself of the remedies set forth in, Sections J. Breach of Contract and Remedies and K. Termination By Either Party – of this Contract. Additionally, a Provider who fails to provide the public records as required by law, within a reasonable time, may be subject to penalties under section 119.10 of the Florida Statutes.

#### I. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY

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.

#### J. 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's** 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 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; included, but not limited to budgets, invoices, and amendments in SAMIS.
- h. Does not submit or submits incomplete or incorrect required reports pursuant to the Scope of Services Attachment A in this Contract;
- i. Refuses to allow **The Children's Trust** access to records or refuses to allow **The Children's Trust** to monitor, evaluate and review Provider's program, including required client data;
- j. Fails to comply with child abuse and incident reporting requirements;
- k. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement;

- l. Fails to correct deficiencies found during a 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 P and Attachment D of this Contract.
- q. Fails to submit an Audit Engagement Letter for either the Annual Financial Statement Audit or the Program Specific Audit within thirty (30) days after Provider's fiscal year end.
- r. Fails to notify The Children's Trust within thirty (30) 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.

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 (PIP) Attachment F, if applicable, with Provider to cure any breach of this Contract as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.
- b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider 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 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 deliver 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 I 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.

#### K. 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.

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



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

1. **Worker's Compensation Insurance** covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have worker's compensation coverage or a valid State of Florida exemption on file with the Department of Labor, as required by Florida Statutes, Chapter 440. In the event that the Provider is no longer exempt from obtaining Worker's Compensation insurance, the Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be \$500,000/\$500,000/\$500,000 as a minimum.
2. Comprehensive General Liability insurance, to include sexual molestation, in an amount not less than \$500,000 combined single limit per occurrence and \$1,000,000 aggregate in a policy year. Deductibles exceeding \$1,000 are discouraged, unless Provider can provide financial statements to support a higher deductible. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:
  - a. Bodily Injury;
  - b. Property Damage;
  - c. No exclusions for Abuse, Molestation or Corporal Punishment;
  - d. No endorsement for premises only operations.
3. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and/or sub-contractors and transportation companies transporting program participants. The amount of coverage is \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.
4. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and /or sub-contractors not transporting program participants. The minimum amount of coverage is \$300,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.
5. If applicable, Special Events Coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability and The Children's Trust must be designated and shown as "Additional Insured as Its Interest May Appear." Special Events policies are for short term functions and not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.

6. If applicable, Professional Liability insurance, as determined by **The Children's Trust**, with coverage amounts determined by **The Children's Trust** but not less than \$250,000 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. **The Children's Trust** is not required to be named as an Additional Insured. Professional liability insurance is generally required when the Scope of Services uses professional services that require certification or license(s) to provide direct services to program participants.
7. Proof of Property Coverage is required for all capital equipment greater than or equal to \$10,000, and when Provider has capital equipment owned by **The Children's Trust** and said capital equipment is under the care custody and control of Provider. **The Children's Trust** must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider or such capital equipment is returned to **The Children's Trust**.

Certificate Holder

Certificate holder must read:

**The Children's Trust**

3150 SW 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor

Miami, Florida 33129

Classification and Rating

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

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

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

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

In the event that an insurance policy is canceled, lapsed or expired during the effective period of this Contract, **The Children's Trust** shall withhold all payments to Provider until a new Certificate of Insurance required under this section is submitted and approved by **The Children's Trust**. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy. Provider shall submit required Certificate of Insurance within thirty (30) days cancellation, lapse or expiration. Failure to provide said Certificate of Insurance will be considered a material breach of the Contract and **The Children's Trust** may waive payment or terminate the Contract.

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.

#### M. 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.

#### N. 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.

#### O. 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.

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

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

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

Electronic filing of the annual financial statement audit, as defined, must be sent by **Provider's** CPA firm to the following e-mail address: [audits@thechildrenstrust.org](mailto: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, all Providers are required to have their CPA firm submit a program-specific audit related to **The Children's Trust's** 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's** Contract(s) as specified in Attachment D: Program-Specific Audit Requirements.

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 audit extension requests allow for the continuation of payment until such time that the extension expires.

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

5. Engagement Letters

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](mailto: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's 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, upon request by **The Children's Trust**, 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. Provider shall retain all records for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received, and appropriate audits have been submitted to and accepted by **The Children's Trust** and/or other appropriate agency.

11. Confidentiality

Provider and **The Children's Trust** understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The Parties shall protect confidential information and comply with applicable federal and state laws on confidentiality to prevent unauthorized use, dissemination or publication of confidential information as each party uses to protect its own confidential information in a like manner. The Parties shall not disclose the confidential information to any third party (except that such information may be disclosed to such Party's attorneys), or to any employee of such Party who does not have a need to know such information, which need is related to performance of a responsibility hereunder. However, this Contract imposes no obligation upon the Parties with respect to confidential information which (a) was lawfully known to the receiving

party before receipt from the other, (b) is or becomes a matter of public knowledge through no fault of the receiving party, (c) is rightfully received by the receiving party from a third party without restriction on disclosure, (d) is independently developed by or for that party, (e) is disclosed under operation of law, (f) is disclosed by the receiving party with the other party's prior written approval or (g) is subject to Chapter 119 of the Florida Statutes or is otherwise required to be disclosed by law. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract. Provider shall specifically require all sub-contractors to comply with this paragraph.

12. Data Security Obligation

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

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 Highly-Sensitive Personal information or Personal Information. Provider shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use and disclosure of such Highly-Sensitive Personal Information or Personal Information and shall be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under its control or in its possession. Furthermore, Provider shall be responsible for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of such Highly-Sensitive Personal Information or Personal Information as if they were Provider's own actions and omissions.
2. Personal Information is deemed to be property of The **Children's Trust** and is not property of Provider. The **Children's Trust** will not collect Highly-Sensitive Personal Information. The Provider should not collect Client Highly-Sensitive Personal Information.
3. In recognition of the foregoing, Provider agrees and covenants that it shall:
  - a. keep and maintain all such Highly-Sensitive Personal Information or Personal Information strictly confidential;
  - b. use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Contract, and shall not divulge, communicate, use, misuse, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Provider's own purposes or for the benefit of anyone other than The **Children's Trust**, in each case, without The **Children's Trust's** prior written consent, which may be withheld in its sole and absolute discretion; and
  - c. not, directly or indirectly, disclose Personal Information to any person other than Authorized Persons (an "Unauthorized Third Party"), without express written consent from The **Children's Trust**, which may be withheld in its sole and absolute discretion. If any person or authority makes a demand on Provider purporting to legally compel it to divulge any Personal Information, Provider shall (i) immediately notify The **Children's Trust** of the demand before such



disclosure so that The Children's Trust may first assess whether to challenge the demand prior to Provider's divulging of such Personal Information; (ii) be responsible to The Children's Trust for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Provider's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written Contract agreeing to comply with the terms and conditions of this Contract relating to the treatment of Personal Information. Provider shall not divulge such Personal Information until The Children's Trust either has concluded not to challenge the demand, or has exhausted its challenge, including appeals, if any.

b. Personal information security

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

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

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

or undecipherable through any means.

- b. During the term of each Authorized Employee's employment by Provider, Provider shall at all times cause such Authorized Employees to abide strictly by Provider's obligations under this Contract. Provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Personal Information by any of Provider's officers, directors, partners, principals, employees, agents or contractors. Upon The Children's Trust's request, Provider shall promptly identify for The Children's Trust in writing all Authorized Employees as of the date of such request.
- c. Upon The Children's Trust's written request, Provider shall provide The Children's Trust with a network diagram that outlines Provider's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under this Contract, including, without limitation: (i) connectivity to The Children's Trust and all third parties who may access Provider's network to the extent the network contains Personal Information; (ii) all network connections including remote access s and wireless connectivity; (iii) all access control devices (such as (solely by way of example), firewall, packet filters, intrusion detection and access-list routers); (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

c. Security breach procedures

a. Provider shall:

- 1. provide The Children's Trust with the name and contact information for an employee of Provider who shall serve as The Children's Trust's primary security contact and shall be available to assist The Children's Trust twenty-four (24) hours per day, seven (7) days per week as a contact in resolving issues associated with a Security Breach;
  - 2. notify The Children's Trust of a Security Breach immediately, but no later than forty-eight (48) hours after Provider becomes aware of it; and
  - 3. notify The Children's Trust of any Security Breaches by telephone at the following number: (305)571-5700/e-mailing The Children's Trust with a read receipt at [datasecurity@thechildrenstrust.org](mailto:datasecurity@thechildrenstrust.org) and with a copy by e-mail to Provider's contract manager at The Children's Trust. The notice shall include, at a minimum: (1) the date, estimated date, or estimated date range of the Breach of security; and (2) a description of the Personal Information that was accessed or reasonably believed to have been accessed as a part of the Breach of security.
- b. Immediately following Provider's notification to The Children's Trust of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Provider shall fully cooperate with The Children's Trust in The Children's Trust handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing The Children's Trust with physical access to the facilities and operations affected; (iii) facilitating interviews with Provider's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise required by The Children's Trust, in its sole and absolute discretion.
  - c. Provider shall take steps to immediately remedy any Security Breach and prevent any further Security Breach at Provider's expense in accordance with applicable privacy rights, laws, regulations and standards, or as otherwise required by The Children's Trust in its sole

and absolute discretion. Provider shall reimburse **The Children's Trust** for all costs incurred in providing individuals affected by a Security Breach with notice of the breach and complimentary access for credit monitoring services.

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

### 13. Withholding of Payment

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

### Q. 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.

### R. 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.

### S. STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS

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, comply and complete all necessary 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) VECBS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted from those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade County Public School System (MDCPS). A clearance letter from the MDCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted.

In addition:

- The Provider shall complete Attachment E-1: Affidavit for Level 2 Background Screenings, the Affidavit shall cover employees, volunteers, and subcontractors performing services under this Contract who are required to complete a Level 2 background screening as defined in this section.
- The Provider shall complete Attachment E-2: Child Care Affidavit of Good Moral Character, Attachment E-3: Child Abuse & Neglect Reporting Requirements and Attachment E-4: Background Screening & Personnel File Requirements.
- Provider shall maintain Attachment E-1: Affidavit for Level 2 Background Screenings, Attachment E-2: Child Care Affidavit of Good Moral Character, Attachment E-3: Child Abuse & Neglect Reporting Requirements and Attachment E-4: Background Screening & Personnel File Requirements in **Provider's personnel, volunteers, and sub-contractors' files.**
- Provider shall re-screen each employee, volunteer and subcontractor every five years.

#### T. 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.

#### U. REGULATORY COMPLIANCE

##### 1. Non-discrimination and Civil Rights

Provider shall not discriminate against an employee, volunteer, or client of Provider based **on the individual's protected class status, 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, except that programs may target services for specific target groups as may be defined in the competitive solicitation.**

Additionally, 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 an **individual's dignity without regard to the individual's protected class status.**

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

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

2. Public Entities Crime Act

Provider will not violate the Public Entities Crimes Act Section 287.133, Florida Statutes, which 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** 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](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.

### V. 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](http://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.

#### W. 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 the Jewish Community Services of South Florida, Inc. 211 Helpline, **The Children's Trust's** 24 hour helpline, as applicable and as defined in Attachment C: Programmatic Data Reporting Requirements.

#### X. 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** website.

#### Y. 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 I 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:

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:

Provider Program Name 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:

Provider Program Name **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 "The (organization) is funded in part by The Children's Trust..."

Z. 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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AA. 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-1: Affidavit for Level 2 Background Screenings, if applicable

Attachment E-2: Child Care Affidavit 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: Performance Improvement Plan, if applicable

Attachment G: Data Security Definitions

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

PROVIDER NAME  
MIAMI-DADE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
(Signature of Authorized Representative)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

James R. Haj

\_\_\_\_\_  
(Type/Print Title)

President and CEO

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

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

Provider Federal ID# \_\_\_\_\_

Provider Vendor ID# \_\_\_\_\_

This Contract is not valid until signed by both parties.

Attachment A: Scope of Services

Place Holder

(replace this page with the revised Attachment A and  
remove all references to this place holder)

Attachment A – Scope of Services\*  
Summer Youth Enrichment Programs

## 1. PROGRAM DESCRIPTION

The Town of Cutler Bay's Careers in STEM Summer Camp falls under the Trust's program focus area of "Career & Technical Certification Programming". In collaboration with primary partner, Miami-Dade College School of Continuing Education and Professional Development Homestead Campus, youth will participate in a six (6) week Robotics Engineering camp for grade levels 6-8. Using a combination of hands-on instruction and online skills assessments, youth that successfully complete the STEM Summer Camp will receive a "Introduction to Robotics" certification from Carnegie Mellon University. Youth will also have access to Carnegie Mellon's Computer Science-STEM (CS-STEM) network to continue receiving up to six (6) additional certifications tailored to youth and adults. Additional activities include; fitness/nutrition, life skills, educational field trips, and a Robotics Festival (Community Service Project). Cutler Bay will target middle school youth (ages 11-13), living in Cutler Bay (including priority zip code 33157) and surrounding priority areas of South Miami Heights and Goulds.

Program Timeframe: Summer Only

## 2. PARTICIPANTS

Summer Only	Slots
Slots (number)	40
Children With Disabilities Slots (percent of actual slots)	10%

3. ACTIVITIES complete table and insert responsible staff

Activity Name & Description	Site/Group Variance	Responsible Staff/Facilitators
<b>Robotics Component</b>  The Robotics Component will be facilitated by certified instructors from Miami Dade College. Instructors will lead the <b>"live" hands-on lessons</b> daily. Youth will then visit Carnegie Mellon's online lab to complete skills assessments based on what they learned. These skills assessments will lead to them receiving the Introduction to Robotics Certification.  Frequency: 4 days per week Intensity: 3 hours per day Duration: 6 weeks	No Variances	Responsible Staff – One (1) Program Coordinator, Two (2) Program Teachers  Facilitators – Miami-Dade College
<b>PHYSICAL ACTIVITY &amp; FITNESS</b>  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.  Frequency: 2 days per week Intensity: 2 hours per day Duration: 6 weeks	No Variances	Responsible Staff – One (1) Program Coordinator, Two (2) Program Teachers  Facilitators: DIBIA, Inc.

Activity Name & Description	Site/Group Variance	Responsible Staff/Facilitators
<p>Robotics Festival (Community Service Project)</p> <p>This community wide event will feature robotics competitions, local vendors, and other family friendly activities. It will serve <b>as the student's community service project, as they will be</b> responsible for assisting Town Staff with planning and implementing the event. Planning will take place during the summer camp two (2) days per week for (2) hours per day.</p> <p>Frequency: 1 event Intensity: 2 -4 hours Duration: 1 day</p>	No Variances	Responsible Staff – One (1) Program Coordinator, Two (2) Program Teachers, (1) Special Events Coordinator
<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, activities, and outcomes of the program and may include museums, galleries, and parks.</p> <p>Frequency: 1 day per week Intensity: Full Day Duration: 6 weeks</p>	No Variances	Responsible Staff – One (1) Program Coordinator, Two (2) Program Teachers
<p>SUPERVISED FREE CHOICE</p> <p>Youth will be able to engage in an array of activities such as online gaming, board games, reading, socializing, and more in a relaxed and supervised setting.</p> <p>Frequency: Daily Intensity: minimum 30 minutes Duration: 6 weeks</p>	No Variances	Responsible Staff – One (1) Program Coordinator, Two (2) Program Teachers

#### 4. PARTICIPANT OUTCOMES

Required Outcomes	Data Source/ Measurement Tool	Timing	Meaningful Improvement	Associated Activity
32 or 80% of youth will increase Positive Development Assessment	Tool determined by the Trust	TBD by the Trust	TBD by the Trust	General
28 or 70% of Participants will Receive the Introduction in Robotics Certification from Carnegie Mellon Robotics Academy by the end of the Six (6) week summer camp.	Results of skills assessment tests and actual receipt of the Certification.	Weekly	Youth will be required to pass each skills assessment in order to receive the certification.	Robotics Component

Required Outcomes	Data Source/ Measurement Tool	Timing	Meaningful Improvement	Associated Activity
80% of youth will express satisfaction with the program by the end of the six (6) week camp.	Client Satisfaction Survey	At End of Camp	Out of a ten item survey, youth will answer at least 51% of them positively (i.e. 5-Very Satisfied or 4-Satisfied on a 5 point scale)	STEM Summer Camp

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 make sure that positions are listed with the correct title** **Exhibit "A" (Page 29 of 51)**

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.

	<u>Summer</u>			<u>Justification</u>	
	# 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.
List Full-Time Employees					
Etienne Bejarano, Parks & Recreation Director	1	No		<b>A Bachelor's degree from an Accredited college or university in recreation, leisure services, or a related field is required.</b>	<u>Staff (#1):</u> 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.
Shirley Harari, Recreation Coordinator	1	No	x	Bachelor's Degree in Education or related field is required. Must have a current Florida Teacher Certification; an Academic Endorsement in Reading is preferred. Must have a valid Department of Children and <b>Families Director's</b> Credential or have the ability to obtain the credential within six (6) months of employment.	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.
List Part-Time / Seasonal Employees					



	Summer			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.
STEM Program Coordinator	1	Y	X	<b>Bachelor's Degree</b> in education or social services is preferred. Two (2) years of related experience is required. Equivalent combination of education and experience may be considered.	Provides supervision for the Program and contacts potential program participants and families in the community, and informs them of the services available through the Program. In addition, the Outreach Worker provides information to the community, and enlists <b>"partner agencies" to assist with</b> certain components of the Program.
STEM Program Teacher	2	Y	X	<b>Bachelor's Degree</b> in Education, Computer Science, Information Technology or related field. Must have a current Florida Teacher Certification and two (2) years of related experience. Experience in Robotics instruction or related STEM curricula preferred, but 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	Teacher provides academic intervention, support and enrichment activities to students. 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 program team to <b>track students' academic</b> progress and support students social and emotional development. This position may be responsible for delivering a specialized intervention program for youth as needed.
List Other: <u>Volunteers</u> **					
Volunteers	4	Y	X	High School Youth in good academic standing or Adult with High-School	Prepares and sets up rooms, ensures neat and safe environment, and assists youth with daily activities as requested by program staff. Assist with distribution of meals and general

	Summer			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.
				Diploma/GED (some college desired but not required). At least 2 years of experience working with youth in a group setting, preferably the target community. Ability to pass a level two background screening.	supervision of youth during the program. Other duties as requested by the Program Staff.

\* 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.

ATTACHMENT B  
OTHER FISCAL REQUIREMENTS, BUDGET and METHOD OF PAYMENT

Advance payment requests

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

Advance repayment

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

Budget amendments/revisions

Budget amendments/revisions require written approval from the Contract Manager and The Children's Trust's Chief Financial Officer or their designees. Request for budget amendments/revisions must be submitted to a Contract Manager using SAMIS, or the appropriate form, as designated by The Children's Trust. All budget amendments/revisions are subject to final approval by The Children's Trust. Budget amendments/revisions cannot be used to increase the total Contract amount or to modify the Scope of Services. No more than two budget amendments/revisions may be approved during the Contract term. Budget amendments/revisions will be disallowed if they seek to revise retroactive costs not previously budgeted. All amendments/revisions must adjust for operational activity effective as of the previously billed period. Budget amendment/revision requests must be submitted sixty (60) days prior to the expiration of Contract. Budget amendments/revisions will be incorporated into the Contract.

Indirect Administrative Costs

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

List of Approved Certified Public Accountants or Certified Public Accounting Firms

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

(a) participation in either the American Institute of Certified Public Accountants (AICPA) or the Florida Institute of Certified Public Accountants (FICPA) peer review program as evidenced by submitting a triennial System Review Report with a passing score to **The Children's Trust**;

(b) providing documentation that a CPA firm, or one of its associates, has adequate experience in governmental accounting and/or nonprofit accounting with the application of Government Auditing Standards; and

(c) completion of an annual CPA training session sponsored by **The Children's Trust** finance department.

#### Direct Deposit of Payment

As a requirement of this Contract with **The Children's Trust**, Provider agrees that prior to, or on the date commencing the effective term of this Contract, Provider will enroll in **The Children's Trust** direct deposit program. The direct deposit program requires that all reimbursements received from **The Children's Trust** are directly deposited into the Provider's designated bank account held in a United States financial institution. The format, including the terms and conditions for the direct deposit of payment, can be found at <http://www.thechildrenstrust.org/providers/forms/direct-deposit-enrollment>.

#### Cost Reimbursement Method of Payment

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

#### Invoice Requirements

Provider shall submit an electronic request for payment in the SAMIS system in accordance with the approved budget or budget amendments/revisions. The request for payment is due on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which expenditures were paid (exclusive of legal holidays or weekends). **The Children's Trust** will consider all invoices received after the fifteenth (15<sup>th</sup>) of each month as late, even if the cause of a late submission is due to the delayed approval of a budget or amendment in the SAMIS system. **The Children's Trust** agrees to reimburse Provider on a monthly basis. Any expense, included on a SAMIS reimbursement that is check dated greater than two months prior to the invoice period will not be approved. **The Children's Trust** reserves the right to request any supporting documentation related to this Contract.

If there are subcontractors to this Contract, then the Form D: Attestation of Payment must be uploaded to the SAMIS Document Repository no later than thirty (30) days after payment to subcontractor. Upon the close of this Contract, Provider is required to complete Form E: Close-out Attestation of Payment, which must be uploaded to the SAMIS Document Repository no later than thirty (30) days after payment to subcontractor. These forms may be downloaded from **The Children's Trust** website. For the purpose of payment only, a subcontractor is defined as an independent agency that has entered into agreement with Provider to perform services pertaining to **The Children's Trust** funded programs identified in this Contract.

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

If The Children's Trust determines that Provider has been paid funds, which are not in accordance with this Contract, and to which it is not entitled, then Provider shall return such funds to The Children's Trust or submit appropriate documentation to support the payment within thirty (30) days of notification by The Children's Trust. After thirty (30) days, The Children's Trust may recapture amounts due to The Children's Trust, from this or any Contract by reducing amounts requested to be reimbursed less the amount owed to The Children's Trust. The Children's Trust shall have the sole discretion in determining if Provider is entitled to such funds in accordance with this Contract. 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 without prior notification from The Children's Trust.

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

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

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

#### Supporting Documentation Requirements

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

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

Attachment: B  
Other Fiscal Requirements, Budget and Method of Payment  
Place Holder  
(replace this page with the Budget and remove all  
references to this place holder)

# Exhibit "A" (Page 36 of 51)

Organization Name: Town of Cutler Bay  
May 1 - August 31,  
 Contract Period: 2017

4 months

Areas in Blue to be completed by the Agency

		Program Allocation		Funding Request		Matching Funds	Justification Provide justification in each line by Program Period. For all line items, show the calculations used to determine the amounts requested.
SALARIES AND WAGES Position Name		Percent	Amount	Percent	Amount		
<u>Full-Time Employees</u>	Annual Salary (12 Months)						
Full-Time Total		0.0	\$0	0.0	\$0	\$0	
<u>Part-Time / Seasonal Employees</u>							
One (1) STEM Program Coordinator	5,600	100%	5,600	100%	5,600	0	Justification/Calculations: \$20/hour x 8 hrs/day x 30 days = \$4,800 PLUS (Training, Orientation and Closeout) \$20/hour x 4 hrs/day x 10 days = \$800 = TOTAL: \$5,600 Source of Match:
Two (2) STEM Camp Counselors	8,400	200%	16,800	200%	16,800	0	Justification/Calculations: \$30/hour x 8 hrs/day x 30 days = \$7,200 x 2 employees = \$14,400 PLUS \$30/hour x 4 hrs/day x 10 days (Training, Orientation and Closeout) = \$1,200 x 2 = \$2,400 TOTAL: \$16,800 Source of Match: N/A
			0		0	0	Justification/Calculations: Source of Match:
Part-Time Total		2.0	\$16,800	2.0	\$16,800	\$0	
TOTAL FTEs/SALARIES		2.0	\$16,800	2.0	\$16,800	\$0	
FRI NGE BENEFITS	Rate: 10%		\$1,680		\$1,680	\$0	Justification/Calculations: Source of Match:
TOTAL FRINGE BENEFITS			\$1,680		\$1,680	\$0	
OPERATING EXPENSES:							
Travel (other than participants)							
Travel (participants)			1,800		1,800	0	Justification/Calculations: Chartered Transportation for Field Trips at \$300/trip x 6 trips = \$1,800 Source of Match:
Meals (participants)			5,544			5,544	Summer: (Match) Snack: \$.82 x 30 days x 40 youth = \$984 PLUS (Lunch) \$3.80 x 30 days x 40 youth = \$4,560  Source of Match: Snacks and Lunch is provided by State Approved Summer Food Vendor. Cost is \$1,155
Space (rent of a building)			2,000		2,000	0	Justification/Calculations: Estimated fee to rent venue space at the South Miami-Dade Cultural Arts Center to host the Robotics Festival. Source of Match:
Utilities (e.g. electricity, water, gas, phone, cell phone)						0	Justification/Calculations: Source of Match: The Town will not bill The Trust for Space, Phone or Utilities.
Supplies - office (e.g. paper, printing, postage)			2,727		2,727	0	Supplies estimated at approximately 2% of the total grant request of \$150,000
Supplies - program (e.g. curricula, books)			6,818		6,818	0	Supplies estimated at approximately 5% of the total grant request of \$150,000
Non-Capital Equipment (less than \$1,000) (List each)			\$10,046		\$10,046	\$0	
Computers or Laptops			8,000		8,000	0	Ten (10) Computers or Laptops with Robotics Program \$800 x 10 = \$8,000, Cutler Bay Currently Has Five Tablets to match
Furniture for Participants and Staff			2,046		2,046	0	Justification/Calculations: Purchase of tables and chairs for 40 students, three office desks, three office chairs, and filing cabinets with locks. Source of Match:
Capital Equipment (greater than \$1,000) (List each)			\$0		\$0	\$0	
N/A						0	Justification/Calculations: Source of Match:



	Program Allocation	Funding Request	Matching Funds	Justification
				Provide justification in each line by Program Period. For all line items, show the calculations used to determine the amounts requested.
			0	Justification/Calculations: Source of Match:
Subcontractors (List each)	\$0	\$0	\$0	
				Justification/Calculations: Source of Match:
				Justification/Calculations: Source of Match:
Professional Services/Independent Contractors	\$56,000	\$56,000	\$0	
Instructors (List each)	\$56,000	\$56,000	\$0	
STEM Instructors - Miami Dade College	50,000	50,000	0	Justification/Calculations: \$1,250/per student x 40 students = \$50,000 Source of Match:
Fitness and Nutrition Instructors - DIBIA, Inc.	6,000	6,000	0	\$500 per session x 12 sessions for 40 youth including equipment, materials and staff = \$6,000
Certified Teachers (List each)	\$0	\$0	\$0	
N/A			0	Justification/Calculations: Source of Match:
			0	Justification/Calculations: Source of Match:
Tutors (List each)	\$0	\$0	\$0	
N/A			0	Justification/Calculations: Source of Match:
			0	Justification/Calculations: Source of Match:
Consultants (List each)	\$0	\$0	\$0	
N/A			0	Justification/Calculations: Source of Match:
			0	Justification/Calculations: Source of Match:
Evaluations (List each)	\$0	\$0	\$0	
N/A			0	Justification/Calculations: Source of Match:
			0	Justification/Calculations: Source of Match:
Professional Services (Other) (List each)	\$0	\$0	\$0	
N/A			0	Justification/Calculations: Source of Match:
			0	Justification/Calculations: Source of Match:
Other	\$35,020	\$21,380	\$13,640	
Volunteers	8,640		8,640	Justification/Calculations: \$12/hr x 30 hours/wk x 6 wks x 4 volunteers = \$8,640 Source of Match:
Advertising	2,005	2,005	0	Justification/Calculations: Estimated cost for print advertisement, development and printing of program flyers. Source of Match:
Background screening	525	525	0	Justification/Calculations: \$75/per person x 7 employees/volunteers = \$525 Source of Match:
Admission to field trips	4,800	4,800	0	Justification/Calculations: Six Field Trips estimated at \$20/pp x 40 ppl = \$4,800 Source of Match:
Special Events	15,000	10,000	5,000	Justification/Calculations: Robotics Community Festival: \$15,000 for rental of tents, chairs, equipment, lighting, staging, entertainment (i.e. gaming vendor) for Robotics Festival. Source of Match: \$5,000 Town Match for refreshments.

# Exhibit "A" (Page 38 of 51)

	Program Allocation	Funding Request	Matching Funds	Justification
Required Staff Training	1,050	1,050	0	Provide justification in each line by Program Period. For all line items, show the calculations used to determine the amounts requested. Justification/Calculations: Annual First AID/CPR, New Hire Orientation including child safety and abuse prevention, customer services, and curricula implementation trainings sponsored by The Children's Trust (these are offered free of charge funded agencies). Estimated \$150 pp x 7 staff and volunteers = \$1,050 Source of Match:
Discretionary Funds	3,000	3,000	0	Justification/Calculations: Unforeseen programmatic expenses. Source of Match:
Conference Registration			0	Justification/Calculations: Source of Match:
Other - Additional (List each)	\$0	\$0	\$0	
			0	Justification/Calculations: Source of Match:
			0	Justification/Calculations: Source of Match:
Program-Specific Audit	3,500	3,500	0	Program Specific Audit for this program conducted by a certified external auditor estimated at \$3,500 based on past costs.
<b>TOTAL OPERATING EXPENSES:</b>	<b>\$123,454</b>	<b>\$104,270</b>	<b>\$19,184</b>	
Administrative/Indirect Costs (Can not exceed 10%)	10% 13,600	13,600	0	Justification/Calculations: Source of Match:
<b>TOTAL BUDGET</b>	<b>\$155,534.00</b>	<b>\$136,350.00</b>	<b>\$19,184.00</b>	
<b>TOTAL PROGRAM COST (REQUESTED FUNDING AND MATCH) Must agree with TOTAL BUDGET on SUMMARY Page</b>			<b>\$155,534</b>	

Attachment: C  
Programmatic Data and Reporting Requirements  
Place Holder  
(replace this page with the revised Attachment C and  
remove all references to this place holder)

Attachment D  
Program Specific Audit Requirements

The Program Specific Audit must encompass an audit of **The Children's Trust** Contracts in accordance with section P3: Program Specific Audit 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):

- a. Independent Auditor's Report on the Schedule of Expenditures of **The Children's Trust** Contracts;
- b. Schedule of Expenditures of **The Children's Trust** Contracts;
- c. Notes to Schedule;
- d. Independent Auditor's Report on Compliance for each of **The Children's Trust** Contracts and Report on Internal Control over Compliance; and
- e. Schedule of Findings and Questioned Costs.

At a minimum, the auditor must include the following tests in their 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
a). Internal Controls	1). <b>An auditor's risk assessment</b> 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	A). Controls tested during the financial statement audit may not consider compliance as it relates to <b>The Children's Trust</b> Contracts. Overall control risk must consider each compliance requirement tested during the program specific audit. Separate risk assessment

Compliance Requirement	Program Specific Audit Implication	Example
	<p>risk of material noncompliance that demonstrates internal controls do not exist or are not effective regarding the compliance requirement, a response to such risks should be developed, and a finding (significant deficiency or material weakness) should be reported.</p> <p>The auditor's test work and sample size of each compliance requirement should be the result of the assessed level of inherent risk and control risk as it relates to each compliance requirement as stated in <b>The Children's Trust Contracts</b>.</p>	<p>procedures and materiality should be performed and generated for a program specific audit.</p>
<p>b). Budget vs. Actual Expenditures</p>	<p>1). The approved budget is to include the original approved Contract as well as any approved budget amendments/revisions.</p>	<p>A). Testwork should include a schedule identifying each Contract and its original/amended budget, monthly billings, Contract utilization and any analytical expectations that may identify any overbillings.</p> <p>i. SAMIS 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 <b>employee's actual rate</b>. Provider must compensate employees at the rate stated on the budget. Any difference in rate would warrant a finding in the Program Specific Audit Report.</p>
<p>c). Allowable/Unallowable Activities and Costs</p> <p><u>Common unallowable costs:</u></p>	<p>1). Requires that the nature of services and type of costs paid are in agreement with the contractual budget and/or <b>budget amendment/revision's</b></p>	<p>A). If Provider asks to be reimbursed for 6 field trips to teach children social skills, only field trips enumerated in either the contractual budget</p>

Compliance Requirement	Program Specific Audit Implication	Example
<p>1. Salary rates, payroll methods and hours billed do not match original or amended budgets.</p> <p>2. The amount of fringe benefits billed to the Trust is actually for employees not included in Contract budget and unrelated to the program.</p> <p>3. Professional services are billed within regular salaries and wages.</p> <p>4. Capital purchases disguised as repairs.</p> <p>5. Sales taxes and tips.</p> <p>6. Fuel</p> <p>7. Food and beverage costs for parties, celebrations, end-of-program events, and conferences or conventions, unless while attending an out-of-town conference or convention.</p> <p>8. Monetary gift cards as incentives.</p> <p>(A detailed listing of all costs and activities considered allowed and un-allowed can be viewed in the <i>Budget Guidelines</i> form on The Children's Trust website, <a href="http://www.thechildrenstrust.org/providers/forms.">www.thechildrenstrust.org/providers/forms.</a>)</p>	<p>Scope of Services and budget guidelines.</p> <p>AND/OR</p> <p>Requires that activities performed or costs paid with <b>The Children's Trust</b> funds are listed in the Contractual budget narrative or a contractual budget amendment/revision narrative.</p> <p>2). Any cost or service billed that is not approved in the Contract budget is a finding and reported as a questioned cost on the Program Specific Audit Report.</p> <p>3). If any cost or service is billed in more than one Contract, and the billings are in excess of the total disbursement, or approved allocation, the expense has been <u>overbilled or doubled billed</u> and should be considered a finding.</p> <p>4). <b>The Children's Trust</b> funds must supplement a program, <u>supplanting is unallowable</u>. A provider may not use Contract funds to defray any costs that the recipient already is obligated to pay. (See example F)</p>	<p>narrative or the contractual Scope of Service will be reimbursed.</p> <p>B). If the Contractual budget, lists a Program Coordinator position at \$25.00/hour, the provider must pay the Program Coordinator and charge <b>The Children's Trust</b> \$25.00/hour. The provider cannot substitute funding identified for the Program Coordinator to any other position.</p> <p>C). If the Contractual budget, lists a Program Coordinator's position, with dedicated time charged to <b>The Children's Trust</b> program of 25%, the provider must keep records of an <b>employee's time</b> to substantiate that 25% of time was in fact earned and charged to <b>The Children's Trust</b> program.</p> <p>D). If 3 Contracts list a Program Coordinator's total budgeted salary as \$100,000 and each Contract will reimburse \$35,000 (35%), then a possible overbilling of \$5,000 may have occurred (\$35,000*3=\$105,000 or 35%*3=105% <b>Children's Trust</b> salary allocation).</p> <p>E). If an invoice is submitted to <b>The Children's Trust</b> that includes food charges for end of the year parties and celebrations, those costs are NOT allowable per <b>The Children's Trust</b> budget guidelines and cannot be paid by <b>The Children's Trust</b>.</p> <p>F). If a provider, prior to applying to participate in the contracted program, committed to purchase 10 new computers for another program, the provider must purchase those 10 computers in</p>

Compliance Requirement	Program Specific Audit Implication	Example
		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 <b>March's</b> reimbursement. B). If payroll is paid on 4/1, but represents time charged in March, it should be disclosed in <b>April's</b> reimbursement.
e). Period of Availability	1). Requires Provider to charge <b>The Children's Trust</b> 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	Each of the following special provisions must be tested: A). Insurance requirements (further description in Section K of Core Contract)

Compliance Requirement	Program Specific Audit Implication	Example
	<p>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 core Contract provisions that support the fiscal viability of the provider should be tested.</p>	<p>i. Auditor should determine if all applicable insurance policies were carried during the fiscal year.</p> <p>B). Proof of tax status (further description in Section L)</p> <p>ii. Auditor should vouch that applicable documents verifying that all incurred payroll and unemployment taxes have been paid.</p> <p>C). Data security obligation (further description in Section 0.12 of the Core Contract)</p> <p>i. Auditor should obtain and/or understand the <b>Provider's data security</b> policy.</p> <p>D). Subcontractor agreements (if applicable)</p> <p>i. Auditor should obtain and understand any agreements made with subcontracted parties. Additionally, the auditor should obtain an understanding of any Provider monitoring procedures.</p> <p>E). Matching Funds</p> <p>i. In some cases, a required match is contracted. This will be indicated in Section D of the base Contract. Verify the applied method the provider uses to satisfy match requirements. Also, verify that provider maintains documentation to backup match requirements.</p>

The independent auditor's report shall state that the audit was conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the Program Specific Audit requirements listed in **The Children's Trust Contract**.



ATTACHMENT E-1

Affidavit under Penalty of Perjury for Level 2 Background Screenings

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

In accordance with Sections 943.0542, 984.01, Chapter 430, 435, 402, 39.001, and 1012.465 Florida Statutes, and pursuant to the requirements of Paragraph R. Background Screening of this Contract, the undersigned affiant makes the following statement under oath and under penalty of perjury, which is a first degree misdemeanor, punishable by a definite term of imprisonment not to exceed one year and/or a fine not to exceed \$1,000, pursuant to Sections 837.012 and 775.082, Florida Statutes.

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

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

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

\_\_\_\_\_  
(Signature of CEO/Executive Director/HR Director)

\_\_\_\_\_  
Date

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

\_\_\_\_ Who is personally known to me

\_\_\_\_ Who produced identification: \_\_\_\_\_

Type of identification

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print, type or stamp name of notary public

My Commission Expires:



# ATTACHMENT E-2 CHILD CARE AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida

County \_\_\_\_\_

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

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

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

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

Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section 843.12	aiding in an escape
Section 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter 847	obscene literature
Section 874.05(1)	encouraging or recruiting another to join a criminal gang
	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
Section 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section 944.40	escape
Section 944.46	harboring, concealing, or aiding an escaped prisoner
Section 944.47	introduction of contraband into a correctional facility
Section 985.701	sexual misconduct in juvenile justice programs
Section 985.711	contraband introduced into detention facilities

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

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

SIGNATURE OF AFFIANT: \_\_\_\_\_

Sign Above OR Below, DO NOT Sign Both Lines

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

SIGNATURE OF AFFIANT: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

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

(Check one)

Affiant personally known to notary

OR

Affiant produced identification



## Child Abuse & Neglect Reporting Requirements

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

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

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

Categories include:

- Physical Abuse or Neglect (i.e. unexplained bruises, hunger, lack of supervision...)
- Emotional Abuse or Neglect (i.e. impairment in the ability to function, depression...)
- Sexual Abuse (i.e. withdrawal, excessive crying, physical symptoms...)

- \* Reports must be made immediately to the Florida Abuse Hotline Information System by
  - Telephone at 1-800-96-ABUSE (1-800-962-2873), or
  - Fax at 1-800-914-0004, or
  - Online at <http://www.dcf.state.fl.us/abuse/report/>.
- \* Failure to perform duties of a mandatory reporter pursuant to s. 39.201, F.S. constitutes a violation of the standards in ss. 402.301-319, F.S. and is a felony of the third degree. Remember, it is each child care personnel's responsibility to report suspected abuse and/or neglect.
- \* All reports are confidential. However, persons who are mandated reporters (child care personnel) are required to give their name when making a report.
- \* It is important to give as much identifying and factual information as possible when making a report.
- \* Any person, when acting in good faith, is immune from liability in accordance with s. 39.203(1)(a), F.S.
- \* For more information about child abuse and neglect, visit the Department's website at [www.myflorida.com/childcare](http://www.myflorida.com/childcare) and select "Training Requirements." The Department offers a 4-hour *Identifying and Reporting Child Abuse and Neglect* course for child care providers. This course is an overview of the various types of abuse and neglect, indicators that may be observed, the legal responsibility of mandatory reporters, and the proper procedure for reporting abuse and neglect, as required by ss. 402.305(2) and 402.313(1), F.S. The course is offered both online and instructor-based throughout Florida.

This statement is to verify that on \_\_\_\_\_, 20\_\_\_\_, I, \_\_\_\_\_  
Date Print Name of Employee

Read and understood the information and my mandated reporting requirements.

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

Signature of Operator

## ATTACHMENT E-4



## BACKGROUND SCREENING & PERSONNEL FILE REQUIREMENTS

Place in employee file and attach all background screening documentation.

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

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

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

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

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

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

### SCREENING DOCUMENTATION

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

#### Initial Screen

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

#### 5 Year Re-screen

	<u>Date Livescanned</u>	<u>Date completed</u>
FINGERPRINT		
FINGERPRINT		
FINGERPRINT		

### OTHER REQUIREMENTS

Date Employment References Checked: \_\_\_\_\_

Names of References (attach additional documentation if necessary):

Leave of Absence Documentation from Employer (if applicable):

Attachment F: Performance Improvement Plan

Place Holder

(replace this page with the Performance Improvement Plan, if necessary and remove all references to this place holder. If not needed delete this page)

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.