

CONTRACT NO. _____
**BETWEEN THE CHILDREN'S TRUST AND
TOWN OF CUTLER BAY
FOR YOUTH DEVELOPMENT:K-5**

Agency's address:	10720 Caribbean Blvd. #105 Cutler Bay, FL 33189
Agency's federal identification number:	02-0768791
Vendor's identification number:	TBD
Effective term:	8/1/2018 through 6/30/2019
Funding amount shall not exceed:	\$185,636.00
Required match amount (if applicable):	n/a
Approved by resolution number:	TBD
Agency's authorized official for notices	Rafael G. Casals, Town Manager
Agency's custodian of public records (applicable if Agency is subject to Chapter 119, Florida Statutes):	Debra Eastman, Town Clerk

THIS CONTRACT is between **The Children's Trust**, whose address is 3150 SW 3rd Avenue, 8th Floor, Miami, FL 33129, and **Town of Cutler Bay**, hereafter referred to as "Provider," whose address is listed above.

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

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

A. TERMS OF RENEWAL, if applicable

In the sole discretion of The Children's Trust, this Contract may be renewed with Provider's authorization. Contract renewals will be contingent on board approval and in accordance with applicable solicitation documents for services provided. Such renewal may not exceed five (5) terms. The Children's Trust's determination to renewing Provider's Contract will include, but is not limited to, consideration of the following:

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

B. SCOPE OF SERVICES

All Providers

1. Provider agrees to render services in accordance with **Attachment A: Scope of Services** (hereafter "Services"), to this Contract. Provider shall implement the Services in a manner deemed satisfactory to The Children's Trust. Any modification to the Services shall not be effective until approved, in writing, by The Children's Trust and Provider.
2. 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.

School-based Health Providers only

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

4. Based upon the referral process, the services under this Contract shall be available to all students at the designated school sites regardless of financial status or social/economic background. Provider is responsible for the clinical supervision of all direct staff.
5. Provider is solely responsible for securing compliance with any applicable state and federally mandated requirements for consents for health services, including medical treatment, and compliance with notification of privacy practices. Provider shall secure parental consent for health services. All consents for treatment shall specifically state that all treatment is being rendered by Provider and not by The Children's Trust.
6. Provider shall comply with applicable state and federal laws and Miami-Dade County Public Schools (M-DCPS) policies and regulations relating to the confidentiality of student records and information. Provider assures it shall provide the parents, or the student who is beyond the age of eighteen (18), the right of access to medical records, as specified in section 228.093, Florida Statutes, and Rule 6A-1.0955, F.A.C.
7. Upon request from the Florida Department of Health, Provider shall provide evidence of appropriate credentials and/or licenses of all direct staff assigned to the schools.
8. Where applicable, Provider shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as, all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
9. Provider may apply for Medicaid reimbursement, third party billing or any type of reimbursement available to patients. Provider is solely responsible for compliance with, and adherence to, all state and federal laws and regulations for health care related services, including, but not limited to, privacy and confidentiality.

C. TOTAL FUNDING

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

D. FISCAL MANAGEMENT

1. Double Billing and Payments

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

2. No Supplanting of Existing Public Funds

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

3. Capital Equipment

Capital equipment 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 \$1,000.00 or greater which have a life expectancy of more than one (1) year.

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

depreciated.

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

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

4. Assignments and Subcontracts

Provider shall not assign this Contract to another party. Provider shall not subcontract any Services under this Contract without prior written approval of The Children's Trust.

At the time that a subcontractor agreement is entered into and Services are rendered, Provider and subcontractor must be qualified to conduct business in the state of Florida.

In any subcontract, Provider shall incorporate language from this Contract into each subcontract and shall require each subcontractor providing Services to be governed by the terms and conditions of this Contract. Provider shall submit to The Children's Trust a copy of each subcontract to this Contract within 30 (thirty) calendar days of its execution. Subcontractors are only entitled to reimbursement for services rendered upon receipt of executed subcontracts. All subcontractors are subject to monitoring by Provider and/or The Children's Trust, in the same manner as 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 the Contract, the 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. Provider, not The Children's Trust, shall be solely liable to any subcontractor and for all expenses or liabilities incurred under any subcontract.

All payments to any contracted subcontractor shall be paid directly by Provider to the subcontractor. 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. In such instances, The Children's Trust reserves the right to require verification from Provider and/or subcontractor of payment due for satisfactory work performed by the subcontractor.

5. Religious Purposes

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

6. Lobbying

Provider shall not use any funds provided under this Contract or any other funds provided by The Children's Trust for lobbying any 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 documents to maintain tax-exempt status and payment of payroll taxes, as applicable, throughout the term of the Contract and any such renewals thereof.

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

E. INDEMNIFICATION BY PROVIDER

1. Government Entity

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

2. All Other Providers

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

Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney fees which may issue thereon. Provider agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend, The Children's Trust or its officers, employees and agents.

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

F. INTELLECTUAL PROPERTY AND RIGHT TO DEVELOPED MATERIALS

Where activities supported by this Contract produce original software designs or methods or techniques, writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature (hereinafter "developed materials"), legal title and every right, interest, claim or demand of any kind in and to any copyright, trademark or patent, or

application for the same, in such developed materials will vest in Provider. Notwithstanding the foregoing, Provider agrees to grant The Children's Trust a perpetual license, at no cost to The Children's Trust, to reasonably use, duplicate and/or disclose such developed materials, in whole or in part, to others acting on behalf of The Children's Trust, and other providers funded by The Children's Trust, provided that such use, duplication, or disclosure does not compromise the validity of any developed materials or any copyright, trademark or patent rights thereto. Such license shall not extend to scientific publications. In the event of a dispute, both parties agree to go mediation to resolve the matter. If the Parties are unable to resolve this matter in mediation, The Children's Trust, in its sole discretion, shall be the final authority to determine the outcome of the matter.

G. PUBLIC RECORDS

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

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

Pursuant to section 119.0701, Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.071(1)(a), the Provider and The Trust shall:

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

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305.571.5700 EXT. 292, MURIEL.JEANTY@THECHILDRENSTRUST.ORG, 3150 SW 3RD AVENUE, 8TH FLOOR, MIAMI, FLORIDA, 33129.

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

H. INTELLECTUAL PROPERTY LICENSING FEES AND COSTS

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.

I. BREACH OF CONTRACT AND REMEDIES

1. Breach

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

- a. Fails to comply with Background Screening, as required under this Contract.
- b. Fails to provide the Services outlined in the Scope of Services, Attachment A, within the effective term of this Contract.
- c. Fails to correct an imminent safety concern or take acceptable corrective action.
- d. Ineffectively or improperly uses The Children's Trust'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, including, 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 site visit/observation, 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 and stipulations in this Contract.
- p. Fails to submit an Annual Financial Statement Audit and a Program-Specific Audit, as applicable, in accordance with **Section O: Records, Reports, Audits and Monitoring** and **Attachment D: Program-Specific Audit Requirements** 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) calendar days after Provider's fiscal year end.
- r. Fails to notify The Children's Trust within thirty (30) calendar days of nonpayment of payroll or other required taxes imposed by the federal government, state of Florida, Miami-Dade County or other authorized taxing entity.
- s. Fails to comply with the mandatory disclosure in accordance with **Section T, # 10: Mandatory Disclosure**.

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) calendar 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 and specifying its effective date, at least five (5) 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 (5) business days before the effective date of such suspension. In this event, The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed, at the sole discretion of The Children's Trust, prior to the effective date of such suspension. Provider shall be responsible for all direct and indirect costs associated with such suspension, including reasonable attorney fees.
- c. The Children's Trust may terminate this Contract by giving written notice to Provider of such termination and specifying the date of termination at least five (5) business days before the effective date of termination. In the event of such termination, The Children's Trust may: (a) request Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys and reports prepared and secured by Provider with Trust funds under this Contract, subject to the rights of Provider as provided for in **Sections F: Intellectual Property and Rights to Developed Materials** and **H: Intellectual Property Licensing Fees and Costs**; (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 (5) business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially

completed, at the sole discretion of The Children's Trust prior to the effective date of such termination. Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney fees.

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

J. TERMINATION OF THE CONTRACT

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. Notwithstanding any other provision in this Contract, in the event The Children's Trust determines that Provider engaged in fraud, misrepresentation or material misstatement, or that it is in the best interest of The Children's Trust to terminate this Contract, The Children's Trust may do so by giving written notice to Provider of such termination and specifying the effective date thereof at least twenty-four (24) hours before the effective date of termination.

K. INSURANCE REQUIREMENTS

All Providers, Except State Agencies or Subdivisions

Prior to, or on the date commencing the effective term of this Contract, Provider's insurance agent(s) shall provide to The Children's Trust the following, as applicable:

- 1) certificates of insurance naming The Children's Trust as an additional insured and the certificate holder on all applicable policies; and all applicable policies shall be maintained in full force and effect for the entire term of this Contract; or
- 2) A letter of self-insurance indicating coverage applicable to a Florida municipal corporation required under this section or as determined by The Children's Trust, except as required by Florida law for government entities.

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

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

- 1. Workers' compensation insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have workers' compensation coverage or a valid state of Florida exemption on file with the Department of Labor, as required by Florida Statutes, Chapter 440. Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. In the event that the Provider is no longer exempt from obtaining workers' compensation insurance, the Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be a minimum of \$500,000.00/\$500,000.00/\$500,000.00.
- 2. Comprehensive general liability insurance, which shall include a rider or separate policy for sexual molestation liability, in an amount not less than \$500,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate in a policy year. The Children's Trust must be

designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:

- a. Bodily injury
 - b. Property damage
 - c. No exclusions for abuse, molestation or corporal punishment
 - d. No endorsement for premises, only operations
3. Automobile liability coverage for all owned and/or leased vehicles of Provider, and non-owned coverage for its employees and/or subcontractors and transportation companies **transporting program participants**. The amount of coverage is \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respect to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage, such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.
4. Automobile liability coverage for all owned and/or leased vehicles of Provider, and non-owned coverage for its employees and/or subcontractors **not transporting program participants**. The minimum amount of coverage is \$300,000.00 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Its Interests May Appear" with respect to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage, such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.
5. If applicable, special events coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability, and The Children's Trust must be designated and shown as "Additional Insured as Its Interests May Appear." Special events policies are for short-term functions and not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.
6. If applicable, professional liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust, but not less than \$250,000.00 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. Professional liability insurance is generally required when the Scope of Services uses professional services that require certification 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 \$10,000.00, and when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care, custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider, or such capital equipment is returned to The Children's Trust.
8. All required coverages may be afforded via commercial insurance, self-insurance, a captive or some combination thereof.

Insurance Requirements for State Agencies and Subdivisions

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

Certificate Holder

Certificate holder must read:

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

Classification and Rating

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

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

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

L. PROOF OF TAX STATUS

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

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

M. NOTICES

Written notices pursuant to this Contract shall be sent to the addressee via electronic mail or postal mail for each party appearing on the first page of this Contract. Notices to The Children's Trust shall be marked to the attention of its president/CEO. Notices to Provider shall be marked to the authorized official identified on page 1 of this contract. It is each party's responsibility to advise the other party in writing of any changes in responsible personnel for accepting notices under this Contract, mailing address, and/or telephone number.

N. AUTONOMY

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

O. RECORDS, REPORTS, AUDITS AND MONITORING

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

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 (5) years beyond the last date that all applicable terms of this Contract have been complied with, final payment has been received and appropriate audits have been submitted to and accepted by The Children's Trust. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the retention period, then the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular retention period, whichever is later.

2. Financial Statement Audit

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

- a. An annual financial statement audit, performed by a CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation.
- b. An Annual Financial Statement Audit conducted in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*.

- c. Written communication encompassing the requirements of AU-C section 265, "Communicating Internal Control Related Matters Identified in an Audit."
- d. Written communication encompassing the requirements of AU-C section 260, "The Auditor's Communication With Those Charged With Governance."
- e. A Single Audit conducted in accordance with OMB "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" or the Florida Single Audit Act, Florida Statutes 215.97, if applicable.
- f. A management letter; if no management letter is prepared by Provider's CPA firm, then the CPA firm must expressly confirm, in writing, that no management letter was issued.

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

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

3. Program-Specific Audit

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

4. Audits Submission Method

Electronic filing of the annual financial statement audit and the required Program-Specific Audit related to the Contract to The Children's Trust must be sent by the Provider's CPA firm via the via email or through another online system identified by The Trust, unless otherwise previously agreed upon by the Trust and Provider through a memorialized document within the timeframe specified above in Section O, subsections 2 and 3.

5. Audit Extensions

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

In the event that either the Annual Financial Statement Audit or the Program-Specific Audit is not received in a timely manner and in accordance with the previously stated due dates and an audit extension has not been approved, 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.

6. Engagement Letters

Audit engagement letters are due to The Children's Trust thirty (30) calendar days after the end of Provider's fiscal year. Provider agrees to submit an audit engagement letter electronically to

engagementletters@thechildrenstrust.org. Failure to submit an audit engagement letter may result in a breach of Contract, or other remedy, as deemed appropriate by The Children's Trust.

7. List of Approved Certified Public Accounting Firms

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

8. Access to Records

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

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

9. Program Metrics

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

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

To the extent permitted by law, school-based health Providers shall permit public health authorities and health oversight agency (ies), that are charged with supervising health services program in schools, to conduct oversight and regulatory activities authorized by law.

10. Client Records

School-based Health Providers only

School Health Programs-HealthConnect are comprehensive services and may be provided to Miami-Dade County Public Schools' students in accordance with section 381.0056, Florida Statutes. Provider agrees and shall require all sub-contractors to comply with all applicable state and federal privacy and confidentiality laws, as relevant to the services provided under this contract.

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

All other Providers

The Children's Trust expects all required information, as provided in **Attachment C: Programmatic Data and Reporting Requirements**, to be entered directly in the electronic data reporting system. If the provider chooses to maintain physical records for participants, provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

11. Internal Documentation/Records Retention

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

12. Confidentiality

Provider and The Children's Trust understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The Parties shall protect confidential information, comply with applicable federal and state laws on confidentiality, and engage in measures to prevent unauthorized use, dissemination or publication of confidential information regardless of the source of such information. Any information determined to be confidential must be clearly marked as such. The Parties shall not disclose 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. In any event, Provider shall be responsible for defending its claim that any information submitted to The Children's Trust is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records Law, including, but not limited to, defending or indemnifying The Children's Trust in the event that a claim or case is brought against The Children's Trust. Provider shall specifically require all subcontractors to comply with this paragraph. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract.

13. 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 Highly Sensitive Personal Information or 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. Highly Sensitive Personal Information or Personal Information is deemed to be property of The Children's Trust and is not property of Provider.
3. In recognition of the foregoing, Provider agrees and covenants that it shall:
 - a. Keep and maintain all such Highly Sensitive Personal Information or Personal Information strictly confidential.
 - b. Use and disclose Highly Sensitive Personal Information or Personal Information solely and exclusively for the purposes for which the Highly Sensitive Personal Information or 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 Highly Sensitive Personal Information or Personal Information for Provider's own purposes or for the benefit of anyone other than The Children's Trust, without The Children's Trust's prior written consent, which may be withheld in The Children's Trust's sole and absolute discretion.
 - c. Not, directly or indirectly, disclose Highly Sensitive Personal Information or Personal Information to 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 Highly Sensitive Personal Information or 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 Highly Sensitive Personal Information or 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 Highly Sensitive Personal Information or Personal Information as if they were Provider's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Highly Sensitive Personal Information or Personal Information to execute a written Contract agreeing to comply with the terms and conditions of this Contract relating to the treatment of Highly Sensitive Personal Information or Personal Information. Provider shall not divulge such Highly Sensitive Personal Information or Personal Information until The Children's Trust has concluded not to challenge the demand, has exhausted its challenge, including appeals, if any.

B. Highly Sensitive Personal Information or 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 Highly Sensitive Personal Information or Personal Information shall include:

1. Encrypting, securing or modifying such Highly Sensitive Personal Information or 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 Highly Sensitive Personal Information or 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; and implementing authentication and access controls within media, applications, operating systems and equipment.
 6. Encrypting Highly Sensitive Personal Information or Personal Information stored on any mobile media.
 7. Encrypting Highly Sensitive Personal Information or Personal Information transmitted over public or wireless networks.
 8. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law, as required by The Children's Trust from time to time.
 9. Providing written copies of appropriate privacy and information security training to Provider's employees, as required by and to The Children's Trust.
 10. Purchasing and maintaining cyber insurance coverage, as 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 Highly Sensitive Personal Information or Personal Information within its custody or control when the records are no longer to be retained pursuant to Sections G and O. Such disposal shall involve shredding, erasing or otherwise modifying Highly Sensitive Personal Information or 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 Highly Sensitive Personal Information or 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 Highly Sensitive Personal Information or 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) firewalls, packet filters, intrusion detection and access-list routers; (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

C. Security Breach Procedures

For purposes of this Contract, "Security Breach" is defined in Attachment G. **In the event of a Security Breach, Provider shall:**

1. Notify The Children's Trust of a Security Breach immediately, but not later than forty eight (48) hours, after Provider becomes aware of it by emailing The Children's Trust with a read receipt at datasecurity@thechildrenstrust.org; and with a copy of such email to Provider's 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 Security Breach; and (2) a description of the Highly Sensitive Personal Information or Personal Information that was accessed or reasonably believed to have been accessed as a part of the Security Breach.

2. To the extent legally permissible, confer with The Children's Trust prior to informing any third party of any Security Breach related to this Contract. Provider and The Children's Trust shall communicate regarding: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
3. Take steps to immediately remedy any Security Breach and prevent any further Security Breach at Provider's expense in accordance with applicable privacy rights, laws, regulations and standards, or as otherwise required by The Children's Trust in its sole and absolute discretion.

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

14. Withholding of Payment

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

P. MODIFICATIONS

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

Q. GOVERNING LAW AND VENUE

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

R. STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS

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

In addition:

1. Provider shall complete **Attachment E-1: Affidavit for Level 2 Background Screenings**. The affidavit shall cover employees, volunteers and subcontractors performing services under this Contract who are required to complete a Level 2 background screening as defined in this section.
2. Provider shall complete **Attachment E-2: Child Care Affidavit of Good Moral Character**, **Attachment E-3: Child Abuse & Neglect Reporting Requirements** and **Attachment E-4: Background Screening & Personnel File Requirements**.
3. Provider shall maintain **Attachment E-1: Affidavit for Level 2 Background Screenings**, **Attachment E-2: Child Care Attestation of Good Moral Character**, **Attachment E-3: Child**

Abuse & Neglect Reporting Requirements and Attachment E-4: Background Screening & Personnel File Requirements, in Provider's personnel, volunteers, and subcontractors' files.

4. Provider shall ensure that all employees, volunteers and/or subcontractors complete Level 2 background screening no later than every five (5) years.

Provider is required to review annually, at minimum, the Dru Sjodin National Sex Offender Public Website (NSOPW).

School-based Health Providers only

All school staff members or sub-contracted agency personnel assigned to work at a site where they have access to children must satisfy Level 2 background screening requirements and comply with all necessary school procedures prior to commencing services within Miami-Dade County Public Schools or doing any work for The Children's Trust related to this contract. Pursuant to the Jessica Lunsford Act (HB 1877), which was adopted during the 2005 legislative session and thereafter signed into law by the Governor, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, have direct contact with students or have access to or control of school funds must meet Level 2 background screening requirements as provided in section 1012.32, Florida Statutes.

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

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

All other Providers

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

S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES

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

T. REGULATORY COMPLIANCE

1. Nondiscrimination and Civil Rights

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

of domestic violence, dating violence or stalking.

Provider shall have 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.

Additionally, 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 direct service 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; may not submit a bid for the construction or repair of a public building or public work; may not submit bids on leases of real property; may not be awarded or perform work as a Provider supplier, subcontractor or consultant; and may not transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for certain statutorily defined purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from The Children's Trust's competitive procurement activities.

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 or Chapter 112, Part III, Florida Statutes, as amended, which are incorporated by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder. (Refer to http://ethics.miamidade.gov/library/2016-publications-rqo/sec%20211-1_conflict_of_interest_and_code_of_ethics_ordinance_jan16.pdf).

4. Compliance with Sarbanes-Oxley Act of 2002

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

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

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. Incident definitions can be found on the sample incident report form located on The Children's Trust website.

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 (800.962.2873). As required by Chapters 39 and 415, Florida Statutes, Provider and its employees are mandated to report any such suspicions.

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

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

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

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 submit written notification to The Children's Trust within seven (7) business days of any legal action which is filed as a result of such an alleged incident.

9. Proof of Policies

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

10. Mandatory Disclosure

Provider shall disclose to The Children's Trust all administrative proceedings, active investigations and legal actions (collectively referred to as "Actions") that it is a party to or witness in. Provider shall notify its assigned Contract Manager within Five (5) days of the

Provider becoming aware of such Actions. Failure to abide by this requirement may result in a material breach of this contract. The Children's Trust, in its sole discretion, will determine whether such Actions could have an adverse impact on the Provider's ability to deliver the contractual services. Upon such determination, The Children's Trust, in its sole discretion, shall be entitled to terminate this contract.

U. CONSENT

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

Provider will ask participants to sign a voluntary Consent to Photograph form through the electronic registration process provided by The Trust. Form will be available in English, Spanish and Haitian Creole. The consent shall be part of the participants' registration, and signed by parent/guardian before Services commence or assessments are administered. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form.

V. PROGRAMMATIC DATA REPORTING

Demographic and service information on program participants will be provided to The Children's Trust as part of The Children's Trust's research mission. Provider agrees to comply and participate in any data collection reporting, including participant data as required by The Children's Trust and described in **Attachment C: 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.

W. MARKETING & PUBLICITY

Provider or its contracted departments shall distribute a news release announcing it has been awarded funding by The Children's Trust.

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

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

English:

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

Español:

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

Kreyol:

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

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

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

1. COMMUNICATION WITH MEDIA/NEWS OUTLETS

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

2. VIDEO

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

3. SOCIAL MEDIA

If Provider or its contracted departments maintains social media accounts, they shall:

- a. Post an update on its social media accounts (e.g., Facebook, Twitter, Instagram, etc.) announcing it has been awarded a funding contract by The Children's Trust, and tag The Children's Trust's profile on those social media networks. If The Trust does not have a profile on a particular social media network, the post should link back to www.thechildrenstrust.org.
- b. State it is funded by The Children's Trust on all of its social media networks' "About" sections.
- c. Tag and/or mention The Children's Trust on all posts related to services, activities and events funded by this Contract.
- d. List The Children's Trust's fan page under "Liked by This Page" on its Facebook page (if Provider maintains a Facebook page).
- e. Follow The Children's Trust Twitter account (if Provider maintains a Twitter account).

4. PRINTED MATERIALS

- a. Provider or its contracted departments shall ensure that any and all printed materials it creates for program services, activities and events funded by this Contract, including, but not limited to, newsletters, news releases, brochures, fliers, advertisements, signs/banners, letters to program participants and/or their parents/guardians, or any other materials released to the media or general public, shall state that these program services, activities and events are funded by The Children's Trust.
- b. Further, Provider shall also employ the use of the appropriate Children's Trust logo and/or language as stated above when recognizing said funding in any and all printed materials.
- c. Proofs of all printed material referenced herein must be submitted to The Children's Trust communications department (communicationscompliance@thechildrenstrust.org) for approval prior to production/printing and release/distribution.
- d. Provider agrees to deliver to The Children's Trust, without charge, at least three (3) copies of any and all printed materials it creates for program services, activities and events funded by this Contract.
- e. Provider agrees that The Children's Trust will have use of copyrighted materials developed under this Contract to the extent provided in, and subject to, the

provisions of **Sections F: Intellectual Property and Rights to Developed Materials** and **H: Intellectual Property Licensing Fees and Costs..**

5. TERMINATION OF CONTRACT

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

X. 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.

Y. JOINT PREPARATION

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

Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS

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

Attachment A: Scope of Services

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

Attachment 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 Attestation of Good Moral Character, if applicable

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

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

Attachment F: 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

By: _____
(Signature of Authorized Representative)

(Type/Print Name)

(Type/Print Title)

Date: _____

THE CHILDREN'S TRUST
MIAMI-DADE COUNTY, FLORIDA

By: _____
(Signature)

James R. Haj

President and CEO

Date: _____

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

ATTACHMENT B

BUDGET, INVOICES, METHOD OF PAYMENT and OTHER FISCAL REQUIREMENTS

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. Requests for budget amendments/revisions must be submitted to a contract manager using The Children's Trust electronic system 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 (2) 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 will not be accepted within sixty (60) calendar days prior to the expiration of Contract. Budget amendments/revisions will be incorporated into the Contract.

Invoice Requirements

Provider shall submit an electronic request for payment in The Children's Trust electronic system in accordance with the approved budget or budget amendments/revisions. The request for payment is due on or before the fifteenth (15th) day of the month following the month in which expenditures were paid (exclusive of legal holidays or weekends). The Children's Trust will consider all invoices received after the fifteenth (15th) of each month as late, even if the cause of a late submission is due to the delayed approval of a budget or amendment in the Children's Trust's electronic system. The Children's Trust agrees to reimburse Provider on a monthly basis. Any expense included on a reimbursement request that is dated more than two (2) 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, Form D: Attestation of Payment must be uploaded to The Children's Trust electronic system Document Repository no later than thirty (30) calendar 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 Trust electronic system Document Repository no later than thirty (30) calendar 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 program(s) 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) calendar 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) calendar days of notification by The Children's Trust. After thirty (30) calendar 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's decision on this matter shall be binding.

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

If Provider fails to serve the number of participants and/or fails to utilize the funds in accordance with the Contract, then The Children's Trust may amend the Contract to reduce the amount of

dollars. Any delay in amendment by The Children's Trust is not deemed a waiver of The Children's Trust's right to amend or seek reimbursement for underserving participants in accordance with the Contract.

The Children's Trust may opt not to reimburse Provider while Provider is under investigation by any federal, state or local agency, for any such matter related to or any program funded by The Children's Trust. Upon the conclusion of any federal, state or local investigation, The Children's Trust shall reimburse Provider for any outstanding funds due to Provider.

An electronic 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., 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.

Indirect Administrative Costs

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

Match Requirement

Programs requiring a match if required in the respective solicitation, which is defined as cash or in-kind contributions including nonfederal cash dollars, donated items and/ or services that are part of the overall cost of operating the program, should be reasonable, necessary and/or required for the program. Matching funds do not include The Children's Trust's funds.

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

Direct Deposit of Payment

As a requirement of this Contract, 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 on The Children's Trust website.

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, typically after expenses are incurred. Provider also agrees to pay its subcontractors, vendors and employees for the fulfillment of services provided on a timely basis. The Children's Trust expects that Provider will maintain sufficient funds in the amount of at least fifteen percent (15%) of its operating budget. Adequate working capital is considered a best practice and is necessary when managing a cost reimbursement contract. Provider is expected to possess the funds necessary to cover initial program expenses, and then request reimbursement from The Children's Trust.

Advance Payment Requests

The Children's Trust offers advance payments up to fifteen percent (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 fifteen percent (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 section 216.181(16)(b), Florida Statutes. Advance requests must include the amount requested and a justification for the request. Advance requests must be submitted using the designated form and must be approved in writing by The Children's Trust's contract manager and chief financial officer or their designees. Advance payments are made at, and within, the sole discretion of The Children's Trust.

Advance repayment

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

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*.

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

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

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

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

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

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

- 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
- e. Schedule of Findings and Questioned Costs

At a minimum, the auditor must include the following tests in its audit program to ensure that the compliance requirements set forth in The 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) 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	A) Controls tested during the financial statement audit may not consider compliance as it relates to The Children's Trust's Contract. Overall control risk must consider each compliance requirement tested during the Program-Specific Audit. Separate risk assessment procedures and materiality should be performed and generated for a Program-Specific Audit.

Compliance Requirement	Program-Specific Audit Implication	Example
	<p>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 The Children's Trust Contracts</p>	
b) Budget vs. Actual Expenditures	1) The approved budget is to include the original approved Contract as well as any approved budget amendments/revisions.	<p>A) Test work should include a schedule identifying each Contract and its original/amended budget, monthly billings, Contract utilization and any analytical expectations that may identify any overbillings.</p> <p>i. The current Children's Trust electronic system does not allow providers to overbill any budgeted line item or Contract allocation, however, if Contract utilization is greater or less than expected, this could indicate that a budgeted salary rate is not the employee's actual rate. Provider must compensate employees at the rate stated on the budget. Any difference in rate would warrant a finding in the Program-Specific Audit Report.</p>
<p>c) Allowable/Unallowable Activities and Costs</p> <p>Common unallowable costs:</p> <p>1. Salary rates, payroll methods and hours billed that do not match original or amended budgets.</p> <p>2. Fringe benefits billed to The Children's Trust for employees</p>	<p>1) Requires that the nature of services and type of costs paid are in agreement with the contractual budget and/or budget amendment/revision's Scope of Services and budget guidelines.</p> <p>AND/OR</p>	<p>A) If Provider asks to be reimbursed for six (6) field trips to teach children social skills, only field trips enumerated in either the contractual budget narrative or the contractual Scope of Service will be reimbursed.</p> <p>B) If the contractual budget, lists a program coordinator position</p>

Compliance Requirement	Program-Specific Audit Implication	Example
<p>not included in Contract budget and are unrelated to the program.</p> <p>3. Professional services 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 unallowed can be viewed in the Budget Guidelines form on The Children's Trust website.</p>	<p>Requires that activities performed or costs paid with The Children's Trust funds are listed in the contractual budget narrative or a contractual budget amendment/revision narrative.</p> <p>2) Any cost or service billed that is not approved in the Contract's budget is a finding and reported as a questioned cost on the Program-Specific Audit Report.</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 overbilled or double billed and should be considered a finding.</p> <p>4) The Children's Trust funds must supplement a program; supplanting of funds is unallowable. A provider may not use Contract funds to defray any costs that the recipient already is obligated to pay. (See example F.)</p>	<p>at \$25.00/hour, the provider must pay the program coordinator and charge The Children's Trust \$25.00/hour. The provider cannot substitute funding identified for the program coordinator to any other position.</p> <p>C) If the contractual budget, lists a program coordinator's position, with dedicated time charged to The Children's Trust program of 25%, the provider must keep records of an employee's time to substantiate that 25% of time was in fact earned and charged to The Children's Trust program.</p> <p>D) If three Contracts list a program coordinator's total budgeted salary as \$100,000.00 and each Contract will reimburse \$35,000.00 (35%), then a possible overbilling of \$5,000 may have occurred ($\\$35,000.00 \times 3 = \\$105,000.00$ or $35\% \times 3 = 105\%$ Children's Trust salary allocation).</p> <p>E) If an invoice is submitted to The Children's Trust that includes food charges for end-of-year parties and celebrations, those costs are NOT allowable per The Children's Trust budget guidelines and cannot be paid by The Children's Trust.</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 addition to any other computers requested for The Children's Trust program.</p>
<p>d) Cash Management</p>	<p>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),</p>	<p>A) If payroll is paid on 3/31, it should be disclosed in March's reimbursement.</p> <p>B) If payroll is paid on 4/1, but represents time charged in</p>

Compliance Requirement	Program-Specific Audit Implication	Example
	rather than costs incurred or accrued.	March, it should be disclosed in April's reimbursement.
e) Period of Availability	1) Requires provider to charge The Children's Trust grant with only allowable costs resulting from obligations incurred during the funding period.	<p>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.</p> <p>B) The following items warrant the most attention at the beginning and end of Contract periods:</p> <ul style="list-style-type: none"> i. Payroll from expired Contracts is not allowed to be billed in the first month of the renewed Contract if it was paid during the invoiced month but was incurred in prior Contract. Reporting requirements for final invoice allow this payroll to be expensed and reimbursed in prior Contract. Only the portion of payroll incurred during the Contract period may be billed. ii. Utilities iii. Insurances
f) Special Provisions	1) Eligibility requirements related to Contract expectations such as type of participants served, number of participants served and background checks should NOT be tested as part of The Children's Trust Program-Specific Audit. The Program-Specific Audit is meant to test the fiscal viability of the provider. Therefore, certain Contract provisions that support the fiscal viability of the provider should be tested.	<p>Each of the following special provisions must be tested:</p> <p>A) Insurance requirements (further described in Section K: Insurance Requirements of this Contract)</p> <ul style="list-style-type: none"> i. Auditor should determine if all applicable insurance policies were carried during the fiscal year. <p>B) Proof of tax status (further described in Section L: Proof of Tax Status of this Contract)</p> <ul style="list-style-type: none"> ii. Auditor should vouch that applicable documents verifying that all incurred

Compliance Requirement	Program-Specific Audit Implication	Example
		<p>payroll and unemployment taxes have been paid.</p> <p>C) Data security obligation (further described in Section O: 12 of this Contract)</p> <p>i. Auditor should obtain and/or understand the provider's data security 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 and understand 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 C: Total Funding of this Contract. Verify the applied method the provider uses to satisfy match requirements. Also, verify that provider maintains documentation to back up match requirements.</p>

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

ATTACHMENT E-1

Affidavit under Penalty of Perjury for Level 2 Background Screenings

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

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

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

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

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

(Signature of CEO/Executive Director/HR Director)

Date

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

____ Who is personally known to me

____ Who produced identification: _____

Type of identification

Signature of Notary Public
State of Florida at Large

Print, type or stamp name of notary public

My Commission Expires:



ATTACHMENT E-2 CHILD CARE ATTESTATION OF GOOD MORAL CHARACTER

State of Florida

County _____

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

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

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

Section 393.135	Relating to:
Section 394.4593	sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section 415.111	sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section 741.28	adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section 777.04	criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section 782.04	attempts, solicitation, and conspiracy
Section 782.07	murder
	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 (1) business day of such arrest or charge. Failure to do so could be grounds for termination.

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

SIGNATURE OF AFFIANT: _____

Sign Above OR Below, DO NOT Sign Both Lines

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

SIGNATURE OF AFFIANT: _____

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

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

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

(Check one)

Affiant personally known to notary

OR

Affiant produced identification



Child Abuse & Neglect Reporting Requirements

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

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

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

Categories include:

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

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

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

Read and understood the information and my mandated 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: sections 402.301- 402.319 and Chapter 435,
Florida Statutes

Name of Employee: _____

Name of Facility: _____

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

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

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

SCREENING DOCUMENTATION

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

Initial Screen

Date Livescanned

Date completed

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

5 Year Re-screen

Date Livescanned

Date completed

FINGERPRINT		
FINGERPRINT		
FINGERPRINT		

OTHER REQUIREMENTS

Date Employment References Checked: _____

Names of References (attach additional documentation if necessary):

Leave of Absence Documentation from Employer (if applicable):

Attachment 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 Highly Sensitive Personal Information or 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 Highly Sensitive Personal Information or Personal Information to enable Provider to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect Highly Sensitive Personal Information or 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 or 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’s 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 card number or debit card number, in combination with any required security code, access code or password 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.
- (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 email 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 Highly Sensitive Personal Information or Personal Information, or a breach or alleged breach of this Agreement relating to such privacy practices. Good faith access of Highly Sensitive Personal Information or 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.