RESOLUTION NO.2020-098

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING A GRANT AWARD FROM THE CHILDREN'S TRUST IN THE AMOUNT OF $905,998.00, FOR AFTERCARE AND SUMMER CAMP PROGRAMS, FOR ONE-YEAR COMMENCING ON AUGUST 1, 2020 THROUGH JULY 31, 2021; APPROVING AND RATIFYING A GRANT AGREEMENT BETWEEN THE CHILDREN'S TRUST AND THE CITY OF HIALEAH FOR AFTERCARE AND SUMMER CAMP PROGRAMS, A COPY OF WHICH IS ATTACHED HEREAFTER AND INCORPORATED HEREIN AS EXHIBIT "A"; AND FURTHER AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY AND ALL AGREEMENTS, AND DOCUMENTS IN FURTHERANCE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2002, Miami-Dade County voters approved a dedicated revenue source to fund programs for children through the mechanism of The Children's Trust; and

WHEREAS, The Children's Trust encourages creative approaches, through public-private partnerships, to improve services and access to children and families; and

WHEREAS, the City of Hialeah has been awarded a grant to provides after-school/ camp programs through The Children's Trust and desires to enter into a one-year grant agreement in furtherance thereof; and

WHEREAS, the City of Hialeah finds it in the best interest of the health, safety and welfare of the community to accept the grant award to benefit its children and residents and enter into a new grant agreement accordingly.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby accepts a grant award from the Miami-Dade County Children's Trust in the amount of $905,998.00 for afterschool and summer camp programs for one-year commencing on August 1, 2020 and ending on July 31, 2021.

Section 3. The City of Hialeah, Florida hereby approves and ratifies a Grant Agreement between the Children's Trust and the City of Hialeah, for afterschool and summer camp programs, a copy of which is attached hereafter and incorporated herein as Exhibit "A", and further authorizes the Mayor or his designee to execute any and all agreements, and documents in furtherance thereof. All action taken to date by officers of the City in furtherance of the acceptance of the grant award and performance of this agreement is hereby approved, confirmed and ratified.

Section 4: This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 28 day of July, 2020.

Paul B. Hernandez
Council President

Attest:

Approved on this 10 day of August, 2020.

Marbelys Fatjo, City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

Lorena Bravo, City Attorney

Resolution was adopted by 6-0-1 vote with Councilmembers, Cue-Fuente, Hernandez, Garcia-Roves, Perez, Tundidor, and Zogby, voting "Yes" and with Council Vice President De la Rosa absent.

CONTRACT NO. 2114-2760
BETWEEN THE CHILDREN'S TRUST
AND **City of Hialeah**
FOR After-school Programs and Summer Camps

Agency's address:	7400 W 24th Avenue Hialeah, FL 33016
Agency's federal identification number:	59-6000335
Vendor's identification number:	CITYO276
Effective term:	8/1/2020 **through** 7/31/2021
Contract amount shall not exceed:	$905,998.00
Required match amount (if applicable):	$0.00
Approved by resolution number:	,2020-47
Agency's authorized official for notices	
Agency's custodian of public records (applicable if Agency is subject to Chapter 119, Florida Statutes):	Education Supervisor

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

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

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

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

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

B. SCOPE OF SERVICES

All Providers

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

School-Based Health Providers only
In addition to the three requirements above, the school-based health providers must abide by the following:

4. Services under this Contract shall be available to all students, upon referral, at the designated school sites regardless of financial status or social/economic background. Provider is responsible for the clinical supervision of all direct staff.
5. Provider is solely responsible for securing compliance with any applicable state and federally mandated requirements for consents for health services, including medical treatment, and compliance with notification of

EXHIBIT
1

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 is solely responsible and shall comply with all applicable state and federal laws, including, but not limited to Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164, as may be amended), and Miami-Dade County Public Schools' (M-DCPS) policies and regulations relating to the confidentiality of student records and information. Provider shall provide the parents, or the student who is beyond the age of eighteen (18), the right of access to medical records, as specified in section 228.093, Florida Statutes, and Rule 6A-1.0955, F.A.C., as may be amended.
7. Provider shall ensure its direct staff assigned to the schools have all appropriate credentials and/or licenses. Upon request from the Florida Department of Health, Provider shall provide evidence of appropriate credentials and/or licenses of all direct staff assigned to the schools.
8. Provider may apply for Medicaid reimbursement, third party billing or any other 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 the amount payable under this Contract may be reduced at the sole option of The Children's Trust with a proportional reduction in services. Provider agrees to adhere to **Attachment B: Other Fiscal Requirements, Budget and Method of Payment and Attachment B1: Payment Structure** (if applicable), of this Contract.

D. FISCAL MANAGEMENT

1. Double Billing and Payments

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

2. No Supplanting of Existing Public Funds

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

3. Capital Equipment

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

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

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

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

Any or all such qualifying capital equipment shall be returned to The Children's Trust or its designee(s) upon request. Provider is to maintain proof of 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, in whole or in part, to another party. Provider shall not subcontract any Services under this Contract without prior written approval of The Children's Trust and any change in subcontractors must also receive prior written approval.

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

In any subcontract, Provider shall incorporate language from this Contract into each subcontract and shall require each subcontractor providing Services to be governed by the terms and conditions of this Contract. Provider shall

submit to The Children's Trust a copy of each subcontract to this Contract within 30 (thirty) calendar days of its execution. Subcontractors are only entitled to reimbursement for services rendered upon receipt of executed subcontracts. All subcontractors are subject to monitoring by Provider and/or The Children's Trust, in the same manner as the Provider is subject to monitoring by The Children's Trust under the terms of this Contract. Provider acknowledges and agrees that The Children's Trust and any subcontractor to this Contract have authority to communicate and exchange information about the Contract, Services, the program and/or fiscal issues. Provider waives any and all claims, demands, and/or legal action against The Children's Trust that arise from or are based upon any such communications.

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

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

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

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

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

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

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

E. INDEMNIFICATION BY PROVIDER

1. Government Entity

Subject to the limitations set forth in section 768.28, Florida Statutes, both Parties agree to be fully responsible for their own acts of negligence, or their agents' negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity to any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third Parties in any matter arising out of any agreement, as defined in section 768.28, Florida Statutes.

2. All Other Providers

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

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

Children's Trust or its officers, employees and agents.

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

F. INTELLECTUAL PROPERTY AND RIGHT TO DEVELOPED MATERIALS

When The Children's Trust funds (other than its annual user fees and costs) are used, any non-minor alterations and enhancements to the Pre-existing Intellectual Property, or new Intellectual Property, that result from Provider's work in connection with developing and delivering the Services, including, but not limited to, designs, processes, methods, materials, analyses, and configurations, shall be considered works made for hire, or the equivalent thereof, and The Children's Trust shall be the sole and exclusive owner thereof. The Children's Trust shall also be the sole and exclusive owner of any Intellectual Property that incorporates any new Intellectual Property, works made for hire or the equivalent thereof whose development was separately and specifically funded by The Children's Trust if such new Intellectual Property, works made for hire or the equivalent thereof was developed for The Children's Trust during the term of this Contract. Provider may not, without the prior written consent of the Children's Trust, use such developed work for any purpose other than for the benefit of the Children's Trust.

G. INTELLECTUAL PROPERTY LICENSING FEES AND COSTS

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

H. PUBLIC RECORDS

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

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

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

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

In the event Provider does not comply with the public records requirements set forth in chapter 119, Florida Statutes, and of this Contract, The Children's Trust may avail itself of the remedies set forth in **Sections I: Breach of Contract and Remedies** and **J: Termination By Either Party of this Contract**. Additionally, a Provider who fails to provide the public records as required by law within a reasonable amount of time may be subject to penalties under section 119.10, Florida Statutes. In the event the Provider fails to meet any of these provisions or fails to comply with Florida's Public Records laws, the Provider shall be responsible for indemnifying The Children's Trust in any resulting litigation, including all final appeals, and the Provider shall defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records laws.

I. BREACH OF CONTRACT AND REMEDIES

1. **Breach**

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

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

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

2. **Remedies**

In the event of breach, The Children's Trust will provide written notice to Provider and specify the time period, if any, within which Provider must cure the breach. If Provider fails to cure the breach within the time frame provided in the written notice from The Children's Trust identifying the breach, The Children's Trust may pursue any or all of the following remedies:

a. The Children's Trust may, at its sole discretion, issue a written **Performance Improvement Plan (PIP),** for Provider to cure any breach of this Contract, as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.

b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider and specifying its effective date, at least five (5) business days before said date. On the effective date of suspension, Provider may, at risk of nonpayment from The Children's Trust, continue to perform the Services in this Contract but Provider shall promptly cease using The Children's Trust logo and any other reference to The Children's Trust in connection with such Services. All payments to Provider as of the date of suspension shall cease, except that at the sole discretion of The Children's Trust,

verified requests for payment for Services that were pe
substantially completed prior to the effective date of such s
Trust may also suspend any payments in whole or in part und
The Children's Trust and Provider by providing separate writte
and specifying the effective date of suspension, which must
effective date of such suspension. In this event, The Childr
verifiable requests for payment as provided for in such othe
and/or for deliverables that were substantially completed, at th
to the effective date of such suspension. Provider shall be
associated with such suspension, including reasonable attorney

c. In the event the Children's Trust determines that Provider eng
misstatement, and that it is in the best interest of The Chil
Children's Trust may do so by giving written notice to Provi
effective date thereof at least twenty-four (24) hours before
instances of breach, The Children's Trust may terminate this C
such termination and specifying the date of termination at lea
date of termination. In the event of termination, The Children'
The Children's Trust clear and legible copies of all finished or
reports prepared and secured by Provider with The Children's
rights of Provider as provided in **Sections F: Intellectual Pro**
and **G: Intellectual Property Licensing Fees and Costs; (**
funds which have been improperly paid to Provider under thi
The Children's Trust funds to Provider under this Contract, exc
review and pay verifiable requests for payment for Services
were substantially completed, at the sole discretion of The C
such termination; and/or (d) terminate or cancel, without cau
The Children's Trust and Provider by providing separate writte
and specifying the effective date of termination, which must
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verifiable requests for payment as provided for in such othe
and/or for deliverables that were substantially completed, at t
to the effective date of such termination. Provider shall be
associated with such termination, including reasonable attorn

d. The Children's Trust may seek enforcement of this Contract,
with a court of appropriate jurisdiction. Provider shall be
associated with such enforcement, including reasonable attorr
a court of appropriate jurisdiction, including all direct and
through conclusion of all appellate proceedings, and including

J. TERMINATION OF THE CONTRACT

Notwithstanding any other provision in this Contract, the Parties agree th
party for convenience and without cause by providing written notice to the o
(30) calendar days prior to the effective date of such termination.

K. INSURANCE REQUIREMENTS

All Providers, Except State Agencies or Subdivisions

Upon execution of this Contract, or on the date commencing the effectiv
Provider's insurance agent(s) shall submit the following, as may be applicabl

1) certificates of insurance naming The Children's Trust as an additional insu
policies; and all applicable policies shall be maintained in full force and effect

2) A letter of self-insurance indicating coverage applicable to a Florida muni
as determined by The Children's Trust, except as required by Florida law for

Provider's failure to comply with this section shall be a material breach
disburse any funds under this Contract until all required certificates of ins
provided to and have been approved by The Children's Trust.

Provider will carry insurance policies in the amounts and with the r

1) Workers' compensation insurance covering all employees, n
consultants, and incorporated independent contractors or consulta
coverage or a valid state of Florida exemption on file with the Depart
chapter 440. Provider must notify The Children's Trust and provide t
termination of the exemption. In the event that the Provider is

verified requests for payment for Services that were performed and/or for deliverables that were substantially completed prior to the effective date of such suspension shall be rendered. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such suspension and specifying the effective date of suspension, which must be at least five (5) business days before the effective date of such suspension. In this event, The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed, at the sole discretion of The Children's Trust, prior to the effective date of such suspension. Provider shall be responsible for all direct and indirect costs associated with such suspension, including reasonable attorney fees.

c. In the event the Children's Trust determines that Provider engaged in fraud, misrepresentation, or material misstatement, and that it is in the best interest of The Children's Trust to terminate this Contract, The Children's Trust may do so by giving written notice to Provider of such termination and specifying the effective date thereof at least twenty-four (24) hours before the effective date of termination. In other instances of breach, The Children's Trust may terminate this Contract by giving written notice to Provider of such termination and specifying the date of termination at least five (5) business days before the effective date of termination. In the event of termination, The Children's Trust may: (a) request Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys and reports prepared and secured by Provider with The Children's Trust funds under this Contract, subject to the rights of Provider as provided in **Sections F: Intellectual Property and Rights to Developed Materials** and **G: Intellectual Property Licensing Fees and Costs;** (b) seek reimbursement of any Children's Trust funds which have been improperly paid to Provider under this Contract; (c) terminate further payment of The Children's Trust funds to Provider under this Contract, except that The Children's Trust shall continue to review and pay verifiable requests for payment for Services that were performed and/or deliverables that were substantially completed, at the sole discretion of The Children's Trust, prior to the effective date of such termination; and/or (d) terminate or cancel, without cause, any other Contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such termination and specifying the effective date of termination, which must be at least five (5) business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other Contracts for services that were performed and/or for deliverables that were substantially completed, at the sole discretion of The Children's Trust prior to the effective date of such termination. Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney fees.

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

J. TERMINATION OF THE CONTRACT

Notwithstanding any other provision in this Contract, the Parties agree that this Contract may be terminated by either party for convenience and without cause by providing written notice to the other party of intent to terminate at least thirty (30) calendar days prior to the effective date of such termination.

K. INSURANCE REQUIREMENTS

All Providers, Except State Agencies or Subdivisions

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

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

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

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

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

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

compensation insurance, the Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be a minimum of $500,000.00/$500,000.00/$500,000.00.

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

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

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

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

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

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

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

8) Proof of property coverage is required for all capital equipment greater than or equal to $10,000.00, and when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care, custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider, or such capital equipment is returned to The Children's Trust.

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

Certificate Holder

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

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

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

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

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

4. In the event that an insurance policy is canceled, lapses or expires during the effective period of this Contract, The Children's Trust shall withhold all payments to Provider until a new certificate of insurance, as required under this Contract, is submitted and approved by The Children's Trust. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy. Provider shall submit the required certificate of insurance within thirty (30) calendar days of cancellation, lapse or expiration. Failure to provide said certificate of insurance will be considered a material breach of the Contract, which may result in The Children's Trust waiving payment or terminating the Contract.

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

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

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

L. PROOF OF TAX STATUS
Provider is required to keep and have the following documentation readily available for review by The Children's Trust:

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

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

N. AUTONOMY

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

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

1. Accounting Records

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

2. Financial Statement Audit

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

a. An annual financial statement audit, performed by a CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation.
b. An Annual Financial Statement Audit conducted in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*.
c. Written communication encompassing the requirements of AU-C section 265, "Communicating Internal Control Related Matters Identified in an Audit."
d. Written communication encompassing the requirements of AU-C section 260, "The Auditor's Communication With Those Charged With Governance."
e. A Single Audit conducted in accordance with OMB "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" or the Florida Single Audit Act, 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

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

5. Audit Extensions

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

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

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

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

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

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

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

10. Client Records

School-Based Health Providers only
School Health Programs are comprehensive services and shall be provided in accordance with section 381.0056, Florida Statutes. Provider agrees and shall require all sub-contractors to comply with all applicable state and federal privacy and confidentiality laws, as relevant to the Services provided under this Contract.
The Florida Department of Health is statutorily authorized to review school health records of all students enrolled in the public-school system, regardless of the form in which these records are kept, at all reasonable times for as long as records are retained and in accordance with applicable law.

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

All Providers
Safeguards of Electronic Protected Health Information (ePHI)
The Children's Trust and Provider agree to use appropriate safeguards to prevent use or disclosure of protected health information (PHI), covered under Health Insurance Portability and Accountability Act of 1996 (HIPAA) security regulations, that is produced, saved, transferred or received in an electronic form. The Parties shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of their respective operations. Provider maintains that it will use appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI and ePHI that are created, received, maintained, or transmitted.

11. Internal Documentation/Records Retention

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

12. Confidentiality

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

13. Data Security Obligation

A. **Standard of Care**

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

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

i. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

1. A social security number;

2. A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

3. A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

4. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

5. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

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

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

Provider shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use and disclosure of such PII, and shall be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of PII under its control or in its possession. Furthermore, Provider shall be responsible for the actions and omissions of all Authorized Persons concerning the treatment of such PII as if they were Provider's own actions and omissions.

Authorized Persons is defined as (i) Provider's employees; or (ii) Provider's subcontractors approved by The Children's Trust who have a need to know or otherwise access PII to enable Provider to perform its obligations under this Contract, and who are bound in writing by confidentiality obligations sufficient to protect PII in accordance with the terms and conditions of

this Contract.

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

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

a. Keep and maintain all such PII strictly confidential.

b. Use and disclose PII solely and exclusively for the purposes for which the PII, or access to it, is provided pursuant to the terms and conditions of this Contract, and shall not divulge, communicate, use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for Provider's own purposes or for the benefit of anyone other than The Children's Trust, without The Children's Trust's prior written consent, which may be withheld at The Children's Trust's sole and absolute discretion.

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

B. **Personal Identifiable Information Security**

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

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

1. Encrypting, securing or modifying such PII by any method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
2. Limiting access of PII to Authorized Persons.
3. Securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.
4. Implementing network, device application, database, and platform security.
5. Securing information transmission, storage, and disposal; and implementing authentication and access controls within media, applications, operating systems and equipment.
6. Encrypting PII stored on any mobile media.
7. Encrypting PII transmitted over public or wireless networks.
8. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law, as required by The Children's Trust from time to time.
9. Providing written copies of appropriate privacy and information security training to Provider's employees, as required by and to The Children's Trust.
10. Purchasing and maintaining cyber insurance coverage, in accordance with Section K. 7.
11. Provider shall dispose, or arrange for the disposal, of customer records that contain PII within its custody or control when the records are no longer required to be retained pursuant to Sections H and O. Such disposal shall involve shredding, erasing or otherwise modifying PII in its control or possession to make it unreadable or undecipherable.
12. During the term of each Authorized Person's employment by Provider, Provider shall at all times cause such Authorized Persons to abide strictly by Provider's obligations under this Contract. Provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of PII by any of Provider's officers, directors, partners, principals, employees, agents or contractors. Upon The Children's Trust's request, Provider shall promptly identify all Authorized Persons as of the date of such request to The Children's Trust in writing.
13. Upon The Children's Trust's written request, Provider shall provide The Children's Trust with a network diagram that outlines Provider's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under this Contract, including, without limitation: (i) connectivity to The Children's Trust and all third Parties who may access Provider's network to the extent the network contains PII; (ii) all network connections including remote access and wireless connectivity; (iii) all access control devices, such as (solely by way of example) firewalls, packet filters, intrusion detection and access-list routers; (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

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

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

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

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

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

P. AMENDMENTS

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

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

R. STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS
Level 2 background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted from those agencies that already conduct business with either the Florida Department of Children and Families (DCF), the Florida Department of Juvenile Justice (DJJ) or 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, volunteer, and subcontractor files.
4. Provider shall ensure that all employees, volunteers and/or subcontractors complete Level 2 background screening no later than every five (5) years.

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

School-Based Health Providers only

All school staff members or sub-contracted agency personnel assigned to work at a site where they have access to children (under 18 years of age) must satisfy Level 2 background screening requirements and comply with all necessary school

procedures prior to commencing services within M-DCPS or doing any work for The Children's Trust related to this Contract. Pursuant to section 1012.32, Florida Statutes, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, have direct contact with students or have access to or control of school funds must meet Level 2 background screening requirements.

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

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

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

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

T. REGULATORY COMPLIANCE

1. **Nondiscrimination and Civil Rights**

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

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

   Additionally, Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("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., as amended, which, among other things, prohibits discrimination in employment and public accommodations, and by local governments on the basis of disability.

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

2. **Public Entities Crime Act**

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

287.017, Florida Statutes, for certain statutorily defined purchases for a period of 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%20_2_11-1_conflict_of_interest_and_code_of_ethics_ordinance_jan16.pdf). In addition, Provider agrees to:

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

4. **Compliance with Sarbanes-Oxley Act of 2002**

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

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

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

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

1. Name of reporter (person giving the notice)

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

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

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 involved with service arising out of the performance of this Contract, and Provider has knowledge thereof. Provider shall provide written notification to The Children's Trust within three (3) business days after Provider is informed of such an allegation. Provider shall submit written notification to The Children's Trust within seven (7) business days of any legal action which is filed as a result of such an alleged incident.

8. **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.

9. **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 related to any program funded by The Children's Trust. To the extent feasible, the Provider shall notify its assigned program manager within ten (10) days of the Provider becoming aware of such Actions. Failure to comply with this requirement could be deemed a material breach of this Contract, as determined at the sole discretion of The Children's Trust. Additionally, The Children's Trust, at its sole discretion, will determine whether such Actions could have an adverse impact on the Provider's ability to deliver the contractual services and whether to terminate this Contract.

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

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

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

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

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

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

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

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

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

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

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

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**

   Providers who maintain social media accounts are encouraged to:

   a. Post an update on its social media accounts (e.g., Facebook, Twitter, Instagram, etc.) announcing it has been awarded a funding Contract by The Children's Trust, and tag The Children's Trust's profile on those social media networks. If The Trust does not have a profile on a particular social media network, the post should link back to www.thechildrenstrust.org.
   b. State it is funded by The Children's Trust on all of its social media networks' "About" sections.
   c. Tag and/or mention The Children's Trust on all posts related to services, activities and events funded by this Contract.
   d. List The Children's Trust's fan page under "Liked by This Page" on its Facebook page (if Provider maintains a Facebook page).
   e. Follow The Children's Trust Facebook, Twitter, Instagram, LinkedIn, YouTube and Pinterest accounts (if Provider maintains an account on any of these social media platforms).
   f. Please make sure to have a signed photo/video release form from the child/minor parent(s)/guardian(s), in case you plan to share these on social media, videos or any other form of marketing materials.

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

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

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

X. MISCELLANEOUS

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

2. NO THIRD PARTIES
There are no intended or unintended third party beneficiaries to this Contract.

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

Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS
This Contract with its attachments as referenced below contains all the terms and conditions agreed upon by the Parties:
Attachment A: Scope of Services
Attachment B: Other Fiscal Requirements, Budget and Method of Payment
Attachment B-1: Payment Structure, if applicable
Attachment C: Data Requirements and Program Metrics
Attachment D: Program-Specific Audit Requirements
Attachment E-1: Affidavit for Level 2 Background Screenings, if applicable
Attachment E-2: Child Care Attestation of Good Moral Character, if applicable
Attachment E-3: Child Abuse & Neglect Reporting Requirements, if applicable
Attachment E-4: Background Screening & Personnel File Requirements, if applicable
Attachment F: Additional Insurance Requirements, if applicable
Attachment G: Other Matters, if applicable

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

City of Hialeah

By:

(signature of Authorized Representative)

Sharon Dziedzic

Education Supervisor I

Date: 7/16/2020

The Children's Trust
MIAMI-DADE COUNTY, FLORIDA

By: Duly for J. Haj
I. Ali

(signature)

James R. Haj

President and CEO

Date: 2020-07-16 21:36:39.923

Provider Federal ID# 59-6000335
Provider Vendor ID# CITYO276

This Contract is not valid until signed by both Parties.

Attachment A - Scope of Services
After-school Programs and Summer Camps

PROGRAM OVERVIEW

AGENCY SIGNER
Sharon Dziedzic

INITIATIVE
After-school Programs and Summer Camps

PROGRAM NAME
City of Hialeah Creative Learning and Play Program

PROGRAM DESCRIPTION

The City of Hialeah proposes to continue the high performing Creative Learning & Play (CL&P) programs to serve as a safe, enriching environment for children in grades K-5 during the critical afterschool hours and over the summer by offering stimulating/engaging activities that include literacy, homework assistance, physical fitness, life skills, family involvement, and provision of nutritious food. This inclusive program will serve children with disabilities (CWD) with cognitive, physical, emotional, and developmental challenges. In addition, all facilities being ADA compliant, room modifications (books/supplies, adequate furniture spacing, etc.) are provided for children with physical disabilities. Children with emotional disorders and/or behavior challenges will receive services at a 1:3 ratio administered by inclusion aides. A less intensive 1:5 ratio may be considered for other CWD as needed.

SERVICE TIMEFRAME(S)
School Year, Summer

PARTICIPANTS

Timeframe	Number of Slots	% of Children with Disabilities Slots	Number of Service Days
School Year	345	12	180
Full Day	0		
Summer	225	15	50

SERVICE SITES

General Site Information	School Year	Summer
Site Name and Address: Babcock Park Aftercare/Camp 651 E. 4th Ave. Hialeah 33010 **Site Timeframe:** School Year (SY),Summer (SM) **School Year:** Number of	**PARTICIPANT INFORMATION** Number of Slots: 30 % of Children with Disabilities: 12% Grade Range : Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade **SERVICE DATES** Number of Days: 180 Service Dates: 8/24/2020 – 6/9/2021 Hours of Operation:	**PARTICIPANT INFORMATION** Number of Slots: 30 % of Children with Disabilities: 15% Grade Range : Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade **SERVICE DATES** Number of Days: 50 Service Dates: 6/14/2021 – 8/20/2021 Hours of Operation: 7:30 AM-6:30 PM **MEALS** Source of Meals: None Other:

Direct Service Staff: 3 Site Specialty Focus: None **Summer:** Number of Direct Service Staff: 7 Site Specialty Focus: None	2:00 PM-6:30 PM **MEALS** Source of Meals: Provided by The Children's Trust Contracted Vendor Other: Source of Lunch Snacks: Provided by The Children's Trust Contracted Vendor Other: **PROGRAM FEES** Fees Charged? Yes Registration Fee: $30.00 Fee:15 Frequency of fee: Weekly Fee Description: Registration fee is a non-refundable one-time fee. Program weekly fee is $15.00 for residents and $35.00 for non-residents. **FULL DAYS** Number of Slots: 0 Number of Full Days: 0 Specific Service Dates:	Source of Lunch Snacks: Other DOE/DOH/USDA Food Sponsored-Identify Source Below Other: Miami Dade County Community Action Human Services Department Summer Food Service Program **PROGRAM FEES** Fees Charged? Yes Registration Fee: $20.00 Fees:35 Frequency of fee: Weekly Fee Description:Registration fee is a non-refundable one-time fee. During the summer this site is a low income site. Program weekly fee is $35.00 for residents and $55.00 for non-residents for families that qualify for low income. If parents do not qualify for the low income rate and still want to register child at this site they would pay the $75.00 weekly fee if a resident and the $95.00 rate if a non-resident of Hialeah.
Site Name and Address: Bright Park 750 E. 35th St. Hialeah 33013 **Site Timeframe:** School Year (SY) **School Year:** Number of Direct Service	**PARTICIPANT INFORMATION** Number of Slots: 30 % of Children with Disabilities: 12% Grade Range : Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade **SERVICE DATES** Number of Days: 180 Service Dates:	**PARTICIPANT INFORMATION** Number of Slots: 0 % of Children with Disabilities: % Grade Range : **SERVICE DATES** Number of Days: 0 Service Dates: – Hours of Operation: **MEALS** Source of Meals: Other: Source of Lunch Snacks: Other:

Staff: 3 Site Specialty Focus: None **Summer:** Number of Direct Service Staff: Site Specialty Focus:	8/24/2020 – 6/9/2021 Hours of Operation: 2:00 PM-6:30 PM **MEALS** Source of Meals: Provided by The Children's Trust Contracted Vendor Other: Source of Lunch Snacks: Provided by The Children's Trust Contracted Vendor Other: **PROGRAM FEES** Fees Charged? Yes Registration Fee: $30.00 Fee:15 Frequency of fee: Weekly Fee Description: Registration fee is a non-refundable one-time fee. Program weekly fee is $15.00 for residents and $35.00 for non-residents. **FULL DAYS** Number of Slots: 0 Number of Full Days: 0 Specific Service Dates:	**PROGRAM FEES** Fees Charged? Registration Fee: Fees: Frequency of fee: Fee Description:
Site Name and Address: Veterans Park 7900 W. 32nd Ave. Hialeah 33018 **Site Timeframe:** School Year (SY)	**PARTICIPANT INFORMATION** Number of Slots: 30 % of Children with Disabilities: 12% Grade Range : Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade **SERVICE DATES**	**PARTICIPANT INFORMATION** Number of Slots: 0 % of Children with Disabilities: % Grade Range : **SERVICE DATES** Number of Days: 0 Service Dates: – Hours of Operation: **MEALS** Source of Meals:

School Year: Number of Direct Service Staff: 3 Site Specialty Focus: None **Summer:** Number of Direct Service Staff: Site Specialty Focus:	Number of Days: 180 Service Dates: 8/24/2020 – 6/9/2021 Hours of Operation: 2:00 PM-6:30 PM **MEALS** Source of Meals: Provided by The Children's Trust Contracted Vendor Other: Source of Lunch Snacks: Provided by The Children's Trust Contracted Vendor Other: **PROGRAM FEES** Fees Charged? Yes Registration Fee: $30.00 Fee:15 Frequency of fee: Weekly Fee Description: Registration fee is a non-refundable one-time fee. Program weekly fee is $15.00 for residents and $35.00 for non-residents. **FULL DAYS** Number of Slots: 0 Number of Full Days: 0 Specific Service Dates:	Other: Source of Lunch Snacks: Other: **PROGRAM FEES** Fees Charged? Registration Fee: Fees: Frequency of fee: Fee Description:
Site Name and Address: Cotson Park 520 W. 23rd St. Hialeah 33010 **Site Timeframe:** School Year (SY)	**PARTICIPANT INFORMATION** Number of Slots: 30 % of Children with Disabilities: 12% Grade Range : Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade	**PARTICIPANT INFORMATION** Number of Slots: 0 % of Children with Disabilities: % Grade Range : **SERVICE DATES** Number of Days: 0 Service Dates: – Hours of Operation:

School Year: Number of Direct Service Staff: 3 Site Specialty Focus: None **Summer:** Number of Direct Service Staff: Site Specialty Focus:	**SERVICE DATES** Number of Days: 180 Service Dates: 8/24/2020 – 6/9/2021 Hours of Operation: 2:00 PM- 6:30 PM **MEALS** Source of Meals: Provided by The Children's Trust Contracted Vendor Other: Source of Lunch Snacks: Provided by The Children's Trust Contracted Vendor Other: **PROGRAM FEES** Fees Charged? Yes Registration Fee: $30.00 Fee:15 Frequency of fee: Weekly Fee Description: Registration fee is a non-refundable one-time fee. Program weekly fee is $15.00 for residents and $35.00 for non-residents. **FULL DAYS** Number of Slots: 0 Number of Full Days: 0 Specific Service Dates:	**MEALS** Source of Meals: Other: Source of Lunch Snacks: Other: **PROGRAM FEES** Fees Charged? Registration Fee: Fees: Frequency of fee: Fee Description:
Site Name and Address: Hoffman Gardens 7650 W. 8th Ave. Hialeah 33014	**PARTICIPANT INFORMATION** Number of Slots: 30 % of Children with Disabilities: 12% Grade Range : Kindergarten,1st grade,2nd grade,3rd	**PARTICIPANT INFORMATION** Number of Slots: 30 % of Children with Disabilities: 15% Grade Range : Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade **SERVICE DATES** Number of Days: 50

Site Timeframe: School Year (SY),Summer (SM) **School Year:** Number of Direct Service Staff: 3 Site Specialty Focus: None **Summer:** Number of Direct Service Staff: 5 Site Specialty Focus: None	grade,4th grade,5th grade **SERVICE DATES** Number of Days: 180 Service Dates: 8/24/2020 – 6/9/2021 Hours of Operation: 2:00 PM-6:30 PM **MEALS** Source of Meals: Provided by The Children's Trust Contracted Vendor Other: Source of Lunch Snacks: Provided by The Children's Trust Contracted Vendor Other: **PROGRAM FEES** Fees Charged? Yes Registration Fee: $30.00 Fee:15 Frequency of fee: Weekly Fee Description: Registration fee is a non-refundable one-time fee. Program weekly fee is $15.00 for residents and $35.00 for non-residents. **FULL DAYS** Number of Slots: 0 Number of Full Days: 0 Specific Service Dates:	Service Dates: 6/14/2021 – 8/20/2021 Hours of Operation: 7:30 AM-6:30 PM **MEALS** Source of Meals: None Other: Source of Lunch Snacks: Other DOE/DOH/USDA Food Sponsored-Identify Source Below Other: Miami Dade County Community Action Human Services Department Summer Food Service Program **PROGRAM FEES** Fees Charged? Yes Registration Fee: $20.00 Fees:35 Frequency of fee: Weekly Fee Description:Registration fee is a non-refundable one-time fee. During the summer this site is a low income site. Program weekly fee is $35.00 for residents and $55.00 for non-residents for families that qualify for low income. If parents do not qualify for the low income rate and still want to register child at this site they would pay the $75.00 weekly fee if a resident and the $95.00 rate if a non-resident of Hialeah.
Site Name and Address: O'Quinn Park 6051 W. 2nd Ave. Hialeah 33012	**PARTICIPANT INFORMATION** Number of Slots: 30 % of Children with Disabilities: 12% Grade Range :	**PARTICIPANT INFORMATION** Number of Slots: 0 % of Children with Disabilities: % Grade Range : **SERVICE DATES**

Site Timeframe: School Year (SY) **School Year:** Number of Direct Service Staff: 3 Site Specialty Focus: None **Summer:** Number of Direct Service Staff: Site Specialty Focus:	Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade **SERVICE DATES** Number of Days: 180 Service Dates: 8/24/2020 – 6/9/2021 Hours of Operation: 2:00 PM-6:30 PM **MEALS** Source of Meals: Provided by The Children's Trust Contracted Vendor Other: Source of Lunch Snacks: Provided by The Children's Trust Contracted Vendor Other: **PROGRAM FEES** Fees Charged? Yes Registration Fee: $30.00 Fee:15 Frequency of fee: Weekly Fee Description: Registration fee is a non-refundable one-time fee. Program weekly fee is $15.00 for residents and $35.00 for non-residents. **FULL DAYS** Number of Slots: 0 Number of Full Days: 0 Specific Service Dates:	Number of Days: 0 Service Dates: – Hours of Operation: **MEALS** Source of Meals: Other: Source of Lunch Snacks: Other: **PROGRAM FEES** Fees Charged? Registration Fee: Fees: Frequency of fee: Fee Description:
Site Name and Address: Slade Park After	**PARTICIPANT INFORMATION** Number of Slots: 30 % of Children with	**PARTICIPANT INFORMATION** Number of Slots: 45 % of Children with Disabilities: 15% Grade Range : Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade

Care/Camp 2501 W. 74th St. Hialeah 33016 **Site Timeframe:** School Year (SY),Summer (SM) **School Year:** Number of Direct Service Staff: 3 Site Specialty Focus: None **Summer:** Number of Direct Service Staff: 8 Site Specialty Focus: None	Disabilities: 12% Grade Range : Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade **SERVICE DATES** Number of Days: 180 Service Dates: 8/24/2020 – 6/9/2021 Hours of Operation: 2:00 PM-6:30 PM **MEALS** Source of Meals: Provided by The Children's Trust Contracted Vendor Other: Source of Lunch Snacks: Provided by The Children's Trust Contracted Vendor Other: **PROGRAM FEES** Fees Charged? Yes Registration Fee: $30.00 Fee:15 Frequency of fee: Weekly Fee Description: Registration fee is a non-refundable one-time fee. Program weekly fee is $15.00 for residents and $35.00 for non-residents. **FULL DAYS** Number of Slots: 0 Number of Full Days: 0 Specific Service Dates:	**SERVICE DATES** Number of Days: 50 Service Dates: 6/14/2021 – 8/20/2021 Hours of Operation: 7:30 AM-6:30 PM **MEALS** Source of Meals: None Other: Source of Lunch Snacks: Other DOE/DOH/USDA Food Sponsored-Identify Source Below Other: Miami Dade County Community Action Human Services Department Summer Food Service Program **PROGRAM FEES** Fees Charged? Yes Registration Fee: $20.00 Fees:75 Frequency of fee: Weekly Fee Description:Registration fee is a non-refundable one-time fee. Program weekly fee is $75.00 for residents and $95.00 for non-residents.
Site Name and Address:	**PARTICIPANT INFORMATION**	**PARTICIPANT INFORMATION** Number of Slots: 30

Wilde Park 1701 W. 53rd Terr. Hialeah 33012 **Site Timeframe:** School Year (SY),Summer (SM) **School Year:** Number of Direct Service Staff: 4 Site Specialty Focus: None **Summer:** Number of Direct Service Staff: 6 Site Specialty Focus: None	Number of Slots: 45 % of Children with Disabilities: 12% Grade Range : Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade **SERVICE DATES** Number of Days: 180 Service Dates: 8/24/2020 – 6/9/2021 Hours of Operation: 2:00 PM-6:30 PM **MEALS** Source of Meals: Provided by The Children's Trust Contracted Vendor Other: Source of Lunch Snacks: Provided by The Children's Trust Contracted Vendor Other: **PROGRAM FEES** Fees Charged? Yes Registration Fee: $30.00 Fee:15 Frequency of fee: Weekly Fee Description: Registration fee is a non-refundable one-time fee. Program weekly fee is $15.00 for residents and $35.00 for non-residents. **FULL DAYS** Number of Slots: 0 Number of Full Days: 0 Specific Service Dates:	% of Children with Disabilities: 15% Grade Range : Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade **SERVICE DATES** Number of Days: 50 Service Dates: 6/14/2021 – 8/20/2021 Hours of Operation: 7:30 AM-6:30 PM **MEALS** Source of Meals: None Other: Source of Lunch Snacks: Other DOE/DOH/USDA Food Sponsored-Identify Source Below Other: Miami Dade County Community Action Human Services Department Summer Food Service Program **PROGRAM FEES** Fees Charged? Yes Registration Fee: $20.00 Fees:75 Frequency of fee: Weekly Fee Description:Registration fee is a non-refundable one-time fee. Program weekly fee is $75.00 for residents and $95.00 for non-residents.

Site Name and Address: Walker Park 800 W. 29th St. Hialeah 33012 **Site Timeframe:** School Year (SY),Summer (SM) **School Year:** Number of Direct Service Staff: 3 Site Specialty Focus: None **Summer:** Number of Direct Service Staff: 8 Site Specialty Focus: None	**PARTICIPANT INFORMATION** Number of Slots: 30 % of Children with Disabilities: 12% Grade Range : Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade **SERVICE DATES** Number of Days: 180 Service Dates: 8/24/2020 – 6/9/2021 Hours of Operation: 2:00 PM-6:30 PM **MEALS** Source of Meals: Provided by The Children's Trust Contracted Vendor Other: Source of Lunch Snacks: Provided by The Children's Trust Contracted Vendor Other: **PROGRAM FEES** Fees Charged? Yes Registration Fee: $30.00 Fee:15 Frequency of fee: Weekly Fee Description: Registration fee is a non-refundable one-time fee. Program weekly fee is $15.00 for residents and $35.00 for non-residents. **FULL DAYS** Number of Slots: 0	**PARTICIPANT INFORMATION** Number of Slots: 45 % of Children with Disabilities: 15% Grade Range : Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade **SERVICE DATES** Number of Days: 50 Service Dates: 6/14/2021 – 8/20/2021 Hours of Operation: 7:30 AM-6:30 PM **MEALS** Source of Meals: None Other: Source of Lunch Snacks: Other DOE/DOH/USDA Food Sponsored-Identify Source Below Other: Miami Dade County Community Action Human Services Department Summer Food Service Program **PROGRAM FEES** Fees Charged? Yes Registration Fee: $20.00 Fees:35 Frequency of fee: Weekly Fee Description:Registration fee is a non-refundable one-time fee. During the summer this site is a low income site. Program weekly fee is $35.00 for residents and $55.00 for non-residents for families that qualify for low income. If parents do not qualify for the low income rate and still want to register child at this site they would pay the $75.00 weekly fee if a resident and the $95.00 rate if a non-resident of Hialeah.

	Number of Full Days: 0 Specific Service Dates:	
Site Name and Address: Goodlet Adult Center 900 W. 44th Pl. Hialeah 33012 **Site Timeframe:** School Year (SY),Summer (SM) **School Year:** Number of Direct Service Staff: 6 Site Specialty Focus: None **Summer:** Number of Direct Service Staff: 7 Site Specialty Focus: None	**PARTICIPANT INFORMATION** Number of Slots: 60 % of Children with Disabilities: 12% Grade Range : Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade **SERVICE DATES** Number of Days: 180 Service Dates: 8/24/2020 – 6/9/2021 Hours of Operation: 2:00 PM-6:30 PM **MEALS** Source of Meals: Provided by The Children's Trust Contracted Vendor Other: Source of Lunch Snacks: Provided by The Children's Trust Contracted Vendor Other: **PROGRAM FEES** Fees Charged? Yes Registration Fee: $30.00 Fee:15 Frequency of fee: Weekly Fee Description: Registration fee is a non-refundable one-time fee. Program weekly fee is $15.00 for residents and $35.00 for non-residents.	**PARTICIPANT INFORMATION** Number of Slots: 45 % of Children with Disabilities: 15% Grade Range : Kindergarten,1st grade,2nd grade,3rd grade,4th grade,5th grade **SERVICE DATES** Number of Days: 50 Service Dates: 6/14/2021 – 8/20/2021 Hours of Operation: 7:30 AM-6:30 PM **MEALS** Source of Meals: None Other: Source of Lunch Snacks: Other DOE/DOH/USDA Food Sponsored-Identify Source Below Other: Miami Dade County Community Action Human Services Department Summer Food Service Program **PROGRAM FEES** Fees Charged? Yes Registration Fee: $20.00 Fees:75 Frequency of fee: Weekly Fee Description:Registration fee is a non-refundable one-time fee. Program weekly fee is $75.00 for residents and $95.00 for non-residents.

	FULL DAYS Number of Slots: 0 Number of Full Days: 0 Specific Service Dates:	

PROGRAM ACTIVITIES

Activity Details

Physical Activity: School Year, Required
EBP: Sports, Play, and Active Recreation for Kids (SPARK)
Days per week: 5 **Minutes offered:** 30
Activity Description: Participants receive structured physical fitness programming to keep children moving through out the entire activity, while promoting fitness, fun, teamwork and cooperative play. Programs offer a variety of activities that encourage participation for all skill levels and abilities, and that meet children's needs and interests. Participants are actively moving for at least 2.5 hours weekly during the school year. Physical activities and fitness can focus on, but is not limited to jump rope, parachute play, jogging games, fitness circuits, aerobics and team sports.
Approach to Implementation:

Activities implemented are structured and promote fitness, fun, teamwork, cooperative play, and keep participants vigorously moving. A variety of activities are offered to encourage the involvement of participants at all skill levels and abilities. Creative and fun fitness activities are offered from the evidence-based SPARK curriculum. Indoor and outdoor recreational games emphasize strength building and endurance skills/drills (Color Tag, Heart Alert, & Run USA) and teach responsibility, teamwork, and leadership. Children participate in fun outdoor activities such as capture the flag, kickball, and red zone.

Team sports such as flag football, soccer, basketball, dance and cheerleading provided by the Department of Parks and Recreation are offer to all participants. However, parents must elect to sign-up their child. This activity is offered throughout the school year, depending on the season 3 to 4 days a week for 10 weeks for 45 minutes a day.

Accommodations for CWD: Programs are modified to meet the individual needs of the child.

Related Field Trips:

N/A

Physical Activity: Summer, Required
EBP: Sports, Play, and Active Recreation for Kids (SPARK)
Days per week: 5 **Minutes offered:** 60
Activity Description: Participants receive structured physical fitness programming to keep children moving through out the entire activity, while promoting fitness, fun, teamwork and cooperative play. Programs offer a variety of activities that encourage participation for all skill levels and abilities, and that meet children's needs and interests. Participants are actively moving for at least 2.5 hours weekly during the school year. Physical activities and fitness can focus on, but is not limited to jump rope, parachute play, jogging games, fitness circuits, aerobics and team sports.
Approach to Implementation:

Activities implemented are structured and promote fitness, fun, teamwork, cooperative play, and keep participants vigorously moving. A variety of activities are offered to encourage the involvement of participants at all skill levels and abilities.

Creative and fun fitness activities are offered from the evidence-based SPARK curriculum. Indoor and outdoor recreational games emphasize strength building and endurance skills/drills and teach responsibility, teamwork, and leadership. Children participate in fun outdoor activities such as capture the flag, kickball, and red zone.

Team sports such as soccer, dance and cheerleading provided by the Department of Parks and Recreation are offer to all participants. However, parents must elect to sign-up their child. This activity is offered throughout the summer, 3 to 4 days a week for 10 weeks for 45 minutes.

Participants in the program during the summer months are taken to City pools to engage in swimming activities for free once a week depending on availability for 1.5 hours as a fitness enrichment activity. A Water Safety class is given to all staff and participants at the beginning of the summer program.

Accommodations for CWD: Programs are modified to meet the individual needs of the child.

Related Field Trips:

Field trips increase engagement in the program and give participants the opportunity to experience new educational, cultural, and environmental experiences while practicing their social skills. The selected field trip sites and experiences may be aligned to the curricula, activities, and outcomes of the program and under the fitness area may include bowling and trampoline parks during the summer based on availability for 3-4 hours each trip.

Social-Emotional Learning (SEL): School Year, Required
EBP: PeaceWorks (Peace Education Foundation)
Days per week: 1 **Minutes offered:** 45
Activity Description: Social-Emotional Learning (SEL) activities must include a structured design programming grounded in positive youth development best practices. Program focuses on positive skill-building (strengths-based versus deficit-based) through challenging activities, leadership development, decision-making opportunities, and opportunities for youth to have hands-on practice applying skills to real-world scenarios. Programs ensure a nurturing, socially positive environment, inclusive of staff equipped to actively and intentionally foster this environment by coaching children and appropriately modeling concepts and skills.
Approach to Implementation:

Activities from evidence-based curricula Peace Education (K-5th) teach children how to resolve conflicts & problem solve through alternative solutions, role-plays, and group discussions. Having positive interactions between staff and participant. This program is offered one day a week throughout the afterschool program for 45-55 minutes.

Accommodations for CWD: Programs are modified to meet the individual needs of the child.

Related Field Trips:

N/A

Social-Emotional Learning (SEL): Summer, Required
EBP: PeaceWorks (Peace Education Foundation)
Days per week: 1 **Minutes offered:** 45
Activity Description: Social-Emotional Learning (SEL) activities must include a structured design programming grounded in positive youth development best practices. Program focuses on positive skill-building (strengths-based versus deficit-based) through challenging activities, leadership development, decision-making opportunities, and opportunities for youth to have hands-on practice applying skills to real-world scenarios. Programs ensure a nurturing, socially positive environment, inclusive of staff equipped to actively and intentionally foster this environment by coaching children and appropriately modeling concepts and skills.
Approach to Implementation:

Activities from evidence-based curricula Peace Education (K-5th) teach children how to resolve conflicts & problem solve through alternative solutions, role-plays, and group discussions. Having positive interactions between staff and participant. The activity will be offereed one day a week for 45-55 minutes. Accommodations for CWD: Programs are modified to meet the individual needs of the child.

Related Field Trips:

N/A

Family Session / Event: School Year, Required
EBP:N/A
Days per week: N/A **Minutes offered:** N/A
Activity Description: Families engagement activities extend meaningful interactions between programs and families. By creating a welcoming environment, understanding families' needs, and implementing effective strategies to engage families, youth development programs can help bridge the gap between school and home by assisting families as they navigate the educational system, providing parents with information and tools to support their child's academic and personal success, helping families learn how to best support the learning and development of their child, and understanding families' needs and refer them to resources and services as appropriate.
Approach to Implementation:

Parent Orientation: Parents receive an orientation to the CL&P afterschool program in August. Activity will be held one day for 1.5 hours.

Heathy Eating and Nutrition Workshops: The CL&P program will partner with the University of Florida/IFAS Extension Family Nutrition Program to provide the healthy eating and nutrition component for parents/guardians through their Cooking Matters in your Community curriculum throughout the program year. Activity will be held six days at each site location for 1 hour.

Parent PBL Showcase: Participants in Project-based learning activities share their experiences and learning processes with their parents. This provides an opportunity for extended and meaningful interactions. Activity will be held 1 day at the end of each PBL project for 1 hour.

Parenting Workshops- Workshops will be held targeting CL&P families on parenting skills, personal growth, CWD, or homework help. Workshops will be determined by parent need. Each work shop will 30-45 minutes in duration.

Lights on Afterschool Event- Increasing awareness & support for afterschool programs in Hialeah. Each site will have their own event promoting literacy and participants will complete a craft project with their parent. Activity will be implemented one day during the afterschool year for 1 hour.

Program will be modified to meet the individual needs of the child(ren) and their families.

Related Field Trips:

N/A

Family Session / Event: Summer, Required
EBP:N/A
Days per week: N/A **Minutes offered:** N/A
Activity Description: Families engagement activities extend meaningful interactions between programs and families. By creating a welcoming environment, understanding families' needs, and implementing effective strategies to engage families, youth development programs can help bridge the gap between school and home by assisting families as they navigate the educational system, providing parents with information and tools to support their child's academic and personal success, helping families learn how to best support the learning and development of their child, and understanding families' needs and refer them to resources and services as appropriate.
Approach to Implementation:

Parent Orientation: Parents receive an orientation to the CL&P summer program in May. Orientation will be held one day for 1.5 hours.

Summer Learning Day: Celebrating National Summer Learning Day, children participate with their parents/guardians in science related mini experiments or challenges. Activity will be held one day during the summer program on National Learning Day for 1 hour in duration.

Parent Showcase Performance: Children display art work & perform skits using drama & dance in-front of family members and friends. Participants in Project-based learning activities share their experiences and learning processes with their parents. This provides an opportunity for extended and meaningful interactions between families and children that encourage parents to be more involved in their child's education. Showcase will be held one day for 2 hours.

Program will be modified to meet the individual needs of the child(ren) and their families.

Related Field Trips:

N/A

Differentiated Literacy Instruction (DLI): School Year, Required
EBP:N/A
Days per week: 3 **Minutes offered:** 30
Activity Description: Differentiated Learning Instruction (DLI) is delivered individually or in small groups by a Certified Teacher for all identified struggling readers (i.e., frustrational range on the appropriate literacy tool pretest), to improve reading fluency, comprehension and vocabulary, in addition to group literacy activities.
Approach to Implementation:

A differentiated instruction approach is implemented to facilitate the delivery of literacy services using evidence-based curricula (or strategies) to improve oral reading fluency for participants through 3rd grade and comprehension for grades 4 and up. Student assessments are used to identify literacy readiness followed by instruction that is matched to the academic needs and learning styles of each participant. Based on pre-tests, students are grouped into three levels: mastery; instructional; or frustrational. Participants at the mastery and instructional levels take part in individualized reading enrichment activities whereas participants at the frustrational level receive individualized instructional supports. Certified Teachers conduct Targeted Reading Intervention for frustrational readers using flexible individualized instruction developed by the Master Teachers that correspond with their academic needs. Accommodations for CWD: Programs are modified to meet the individual needs of the child.

Related Field Trips:

N/A

Differentiated Literacy Instruction (DLI): Summer, Required
EBP:N/A
Days per week: 4 **Minutes offered:** 30
Activity Description: Differentiated Learning Instruction (DLI) is delivered individually or in small groups by a Certified Teacher for all identified struggling readers (i.e., frustrational range on the appropriate literacy tool pretest), to improve reading fluency, comprehension and vocabulary, in addition to group literacy activities.
Approach to Implementation:

A differentiated instruction approach is implemented to facilitate the delivery of literacy services using evidence-based curricula (or strategies) to improve oral reading fluency for participants through 3rd grade and comprehension for grades 4 and up. Student assessments are used to identify literacy readiness followed by instruction that is matched to the academic needs and learning styles of each participant. Based on pre-tests, students are grouped into three levels: mastery; instructional; or frustrational. Participants at the mastery and instructional levels take part in individualized reading enrichment activities whereas participants at the frustrational level receive individualized instructional supports. Certified Teachers conduct Targeted Reading Intervention for frustrational readers using flexible individualized instruction developed by the Master Teachers that correspond with their academic needs. Accommodations for CWD: Programs are modified to meet the individual needs of the child.

Related Field Trips:

N/A

Nutrition Education: School Year, Required
EBP: Other
Days per week: 1 **Minutes offered:** 60
Activity Description: Nutrition Education activities must reinforce healthy eating habits through nutrition education and other healthy eating activities, such as cooking classes, gardening projects and cultural exploration of foods. Nutrition education resources are available to programs through The Children's Trust's designated food service provider at no cost.
Approach to Implementation:

Program snacks/ suppers will be provided by FLIPANY to ensure that program participants receive a nutritious snack and/meal while attending the program.

The CL&P program will partner with the University of Florida/IFAS Extension Family Nutrition Program to provide the healthy eating and nutrition component through their Understanding MyPlate (YUM) and the Kids in the Kitchen curriculum throughout the program afterschool year. Groups will be comprised of K-2nd and 3rd-5th. Each group will meet one day a week for 60 minutes. Accommodations for CWD: Programs are modified to meet the individual needs of the child.

Related Field Trips:

N/A

Nutrition Education: Summer, Required
EBP: Other
Days per week: 1 **Minutes offered:** 30
Activity Description: Nutrition Education activities must reinforce healthy eating habits through nutrition education and other healthy eating activities, such as cooking classes, gardening projects and cultural exploration of foods. Nutrition education resources are available to programs through The Children's Trust's designated food service provider at no cost.
Approach to Implementation:

Program snacks/ lunches will be provided by Miami Dade County Community Action Human Services Department Summer Food Service Program to ensure that program participants receive a nutritious snack and lunches while attending the summer program.

The CL&P program will partner with the University of Florida/IFAS Extension Family Nutrition Program to provide the healthy eating and nutrition component through the Cookin Matters Chef and Kids curriculum in the summer months. Groups will be comprised of K-2nd and 3rd-5th. Each group will meet one day a week for 30 minutes. Accommodations for CWD: Programs are modified to meet the individual needs of the child.

Related Field Trips:

N/A

Homework Assistance: School Year, Required
EBP:N/A
Days per week: 4 **Minutes offered:** 30
Activity Description: Homework assistances utilizes evidence-based strategies that provide targeted and intentional instructional supports for children and incorporates staff availability and assistance, preparation, skills-building, motivation, communication with schools and families through teacher/parent check-ins, progress monitoring on school agendas/assignment books.
Approach to Implementation:

Assistance is provided in an environment conducive to completing academic tasks with materials readily available. Staff provide continuous motivation, strategies, and feedback that encourage skill-building and homework completion. In addition, staff facilitate communication to link the participant's parents, school teachers, and afterschool program.
Program staff assist with preparation, motivation, and communication between participants and staff to complete academic tasks. Assistance is offered Monday through Thursday for a minimum of 30 minutes up to an 1 hour where the scheduled activity permits when school is in session, encouraging a positive attitude toward homework. Accommodations for CWD: Programs are modified to meet the individual needs of the child.

Related Field Trips:

N/A

Art: School Year, Optional
EBP:N/A
Days per week: N/A **Minutes offered:** 45
Activity Description: Participants will receive art programming services
artistic disciplines, express their creativity and collaborate with others. Ar
including, but not limited to: dance, painting, drawing, graphic design, the
creative writing, poetry, storytelling, mixed-media, sculpture, music and f
public performance or exhibition developed by youth.
Approach to Implementation:

Participants will receive art programming services that help participants t
their originality and cooperate with others.

Program participants will engage in Teacher/Staff-led enrichment art activ
week as an enrichment activity that will coinside with each PBL project

Accommodations for CWD: Programs are modified to meet the individual

Related Field Trips:

N/A

Group Literacy: School Year, Required
EBP: AfterSchool Kidzlit
Days per week: 2 **Minutes offered:** 30
Activity Description: Participants receive group literacy programming
that promote and improve oral fluency in early grades (K-3), rea
vocabulary-building across all Group Literacy may be may be in
reading and comprehension skills (e.g., project-based learning, STE
Approach to Implementation:

Master Teachers for Curriculum use project-based learning (PBL) activ
selections. Materials are prepared activating the child's background
drama, art, movement and mind nutrition. Students will be group
Teachers will use a variety of teaching methods and interactive approac
absorbing content through preferred learning style. .

PBL projects will be created Master Teachers for Curriculum (one
students in learning. These and trained staff lead literacy activ
and reinforce literacy topics enhancing and supporting social skills
will incorporate KidzLit books. Some of the PBL's will incorpor
Canned Food Drive and Pie boxes that will reinforce the stud
concepts of giving, helping others in the community.

Accommodations for CWD are modified to meet the individu

Related Field Trips:

N/A

Art: School Year, Optional
EBP:N/A
Days per week: N/A **Minutes offered:** 45
Activity Description: Participants will receive art programming services that help participants strengthen skills in specific artistic disciplines, express their creativity and collaborate with others. Arts programs can focus on one or more disciplines including, but not limited to: dance, painting, drawing, graphic design, theatre/drama, choir, photography, performance art, creative writing, poetry, storytelling, mixed-media, sculpture, music and film. All arts programs must include an element of public performance or exhibition developed by youth.
Approach to Implementation:

Participants will receive art programming services that help participants to build and reinforce skills in artistic areas, express their originality and cooperate with others.

Program participants will engage in Teacher/Staff-led enrichment art activities (arts and crafts, visual arts) once every other week as an enrichment activity that will coinside with each PBL project

Accommodations for CWD: Programs are modified to meet the individual needs of the child.

Related Field Trips:

N/A

Group Literacy: School Year, Required
EBP: AfterSchool Kidzlit
Days per week: 2 **Minutes offered:** 30
Activity Description: Participants receive group literacy programming that utilizes evidence-based programs and/or strategies that promote and improve oral reading fluency in early grades (K-3), reading comprehension in later grades (4-5), and vocabulary-building across all levels. Group Literacy may be may be integrated into various activities that incorporate active reading and comprehension strategies (e.g., project-based learning, STEM, arts, cooking).
Approach to Implementation:

Master Teachers for Curriculum create project-based learning (PBL) activities that are used in conjunction with the KidzLit book selections. Materials are presented by activating the child's background knowledge, exploring ideas through discussions, drama, art, movement and writing, and nutrition. Students will be grouped according to their reading proficiency level. Master Teachers will use a variety of teaching methods and interactive approaches to ensure that participants are fully engaged and absorbing content through their preferred learning style. .

PBL projects will be created by the Master Teachers for Curriculum (one for grades K-2nd and one for grades 3rd-5th) to engage students in learning. These teacher and trained staff lead literacy activities will allow students to work together, brainstorm, and reinforce literacy topics while enhancing and supporting social skills. The PBL projects will range between 5-8 weeks and will incorporate KidzLit book selections. Some of the PBL's will incorporate community outreach activities such as the City's Canned Food Drive and Program Care boxes that will reinforce the student's social emotional growth by reinforcing the concepts of giving, helping, and thanking others in the community.

Accommodations for CWD: Programs are modified to meet the individual needs of the child.

Related Field Trips:

N/A

Group Literacy: Summer, Required
EBP: AfterSchool Kidzlit
Days per week: 4 **Minutes offered:** 60
Activity Description: Participants receive group literacy programming that utilizes evidence-based programs and/or strategies that promote and improve oral reading fluency in early grades (K-3), reading comprehension in later grades (4-5), and vocabulary-building across all levels. Group Literacy may be may be integrated into various activities that incorporate active reading and comprehension strategies (e.g., project-based learning, STEM, arts, cooking).
Approach to Implementation:

Master Teachers for Curriculum create project-based learning (PBL) activities that are used in conjunction with the KidzLit book selections. Materials are presented by activating the child's background knowledge, exploring ideas through discussions, drama, art, movement and writing, and nutrition. Students will be grouped according to their reading proficiency level. Master Teachers will use a variety of teaching methods and interactive approaches to ensure that participants are fully engaged and absorbing content through their preferred learning style.

PBL projects will be created by the Master Teachers for Curriculum (one for grades K-2nd and one for grades 3rd-5th) to engage students in learning. These teacher and trained staff lead literacy activities will allow students to work together, brainstorm, and reinforce literacy topics while enhancing and supporting social skills. The summer PBL project will be planned for 8 weeks and will incorporate KidzLit book selections. The PBL will be one main theme that all summer camp sites will follow and will conclude with a showcase featuring samples of student work, art, and performances.

Accommodations for CWD: Programs are modified to meet the individual needs of the child.

Related Field Trips:

N/A

Art: Summer, Optional
EBP:N/A
Days per week: 1 **Minutes offered:** 60
Activity Description: Participants will receive art programming services that help participants strengthen skills in specific artistic disciplines, express their creativity and collaborate with others. Arts programs can focus on one or more disciplines including, but not limited to: dance, painting, drawing, graphic design, theatre/drama, choir, photography, performance art, creative writing, poetry, storytelling, mixed-media, sculpture, music and film. All arts programs must include an element of public performance or exhibition developed by youth.
Approach to Implementation:

Participants will receive art programming services that help participants to build and reinforce skills in artistic areas, express their originality and cooperate with others.

Program participants will engage in Teacher/Staff-led enrichment art activities (visual arts, music, performing arts, dance, etc) once a week as an enrichment activity.

During the summer program, Arts for Learning (A4L) will provide an art-based enrichment program as described in their quote and this scope for the participants of the City of Hialeah's Education and Community Services Department summer camp Creative Learning and Play (CL&P) Program. Arts for Learning has experience with research-based visual and performing arts instruction which can support the development and strengthening of creativity, critical thinking, collaboration, communication and Literacy skills. Each site will meet twice a week for 60 minutes for twelve weeks.

Accommodations for CWD: Programs are modified to meet the individual needs of the child.

Related Field Trips:

The selected field trip sites and experiences will be aligned to the curricula, activities, and outcomes of the program and under the arts and culture area may include museums scheduled once or twice during the summer based on the availabilty, for 3-4 hours.

STEM (Science, Technology, Engineering, and Mathematics): School Year, Optional
EBP: Other
Days per week: 1 **Minutes offered:** 60
Activity Description: STEM activities allow youth the opportunity to explore career pathways in related STEM fields as well as better preparing youth for academic success. High-quality STEM programs build critical thinking skills, problem solving, creativity, collaboration and teamwork; are experiential, inquiry-based, include rigorous content and are linked to school curriculum standards. Additionally, they use relevant, real-world applications of STEM content and involve those with STEM backgrounds as part of the program delivery structure. STEM activities may include programs focused on digital certification such as robotics, Adobe and gaming.
Approach to Implementation:

Nexplore USA will provide to the City of Hialeah's Education & Community Services Creative Learning & Play (CL&P) after-school program, an innovative program that uses an internationally-acclaimed selection of strategy and mind games to enhance 21st century life skills and teach students how to think, rather than what to think. Nexplore Games is the bridge that connects the world of games to the real world. During the course, students reflect and learn metacognitive models, which are then applied to all walks of life and scholastic achievements. Services will be scheduled as: One (1) lesson a week, One (1) group a week, for Six (6) weeks duration at each site, for one hour.

Related Field Trips:

N/A

PARTICIPANT OUTCOMES

See below for testing timelines:

School Year Testing
Pre-test: Must occur within first 30 days of attendance
Mid-test: Must occur between December 1st and January 15th
Post-test: Must occur between May 1st and end of school year

Summer Testing
Pre-test: Must occur within first 14 days of attendance
Post-test: Must occur during the final 14 days of the program

Participant Outcomes

65% children will make meaningful improvement on physical fitness performance based on their level at pre-test (SY)
Associated with: School Year, Physical Activity
Data Source/Measurement Tool:PACER Multi-Stage Shuttle Run SY

Timing: Pre-test,Mid-test,Post-test
Meaningful Improvement: Based on an increase in four laps completed from the pre-test to the post-test. **End Date:**

65% children will make meaningful improvement on physical fitness performance based on their level at pre-test (SM)
Associated with: Summer, Physical Activity
Data Source/Measurement Tool:PACER Multi-Stage Shuttle Run SM

Timing: Pre-test,Post-test
Meaningful Improvement: Based on an increase in two laps completed from the pre-test to the post-test. **End Date:**

80% children through 3rd grade will make meaningful improvement on oral reading fluency based on their level at pre-test
Associated with: School Year, Group Literacy
Data Source/Measurement Tool:1 Minute Oral Reading Fluency (ORF) SY

Timing: Pre-test,Mid-test,Post-test
Meaningful Improvement: For the ORF, meaningful improvement is defined as one of the following based on pre-test level of oral reading fluency: - Participants at the "frustrational" level improve to "instructional" or "mastery" level. - Participants at the "instructional" level improve to "mastery" level. - Participants at the "mastery" level remain at the "mastery" level. **End Date:**

80% children through 3rd grade will make meaningful improvement on oral reading fluency based on their level at pre-test
Associated with: Summer, Group Literacy
Data Source/Measurement Tool:1 Minute Oral Reading Fluency (ORF) SM

Timing: Pre-test,Post-test
Meaningful Improvement: For the ORF, meaningful improvement is defined as one of the following based on pre-test level of oral reading fluency: - Participants at the "frustrational" level improve to "instructional" or "mastery" level. - Participants at the "instructional" level improve to "mastery" level. - Participants at the "mastery" level remain at the "mastery" level. **End Date:**

80% children in grades 4 and above who make meaningful improvement in Reading Comprehension based on their level at pre-test
Associated with: School Year, Group Literacy
Data Source/Measurement Tool:iSTEEP Maze Assessment SY

Timing: Pre-test,Mid-test,Post-test
Meaningful Improvement: Defined as one of the following based on pre-test level of reading comprehension: - Participants at the "frustrational" level improve to "instructional" or "mastery" level. - Participants at the "instructional" level improve to "mastery" level. - Participants at the "mastery" level remain at the "mastery" level. **End Date:**

80% children in grades 4 and above who make meaningful improvement in Reading Comprehension based on their level at pre-test
Associated with: Summer, Group Literacy
Data Source/Measurement Tool:iSTEEP Maze Assessment SM

Timing: Pre-test,Post-test
Meaningful Improvement: Defined as one of the following based on pre-test level of reading comprehension: - Participants at the "frustrational" level improve to "instructional" or "mastery" level. - Participants at the "instructional" level improve to "mastery" level. - Participants at the "mastery" level remain at the "mastery" level. **End Date:**

75% children in Kindergarten through 2nd grade who make meaningful improvement in social-emotional learning based on their level at pre-test.
Associated with: School Year, Social-Emotional Learning (SEL)
Data Source/Measurement Tool: Child Trends SEL: Staff Survey (K-2) SY

Timing: Pre-test,Mid-test,Post-test
Meaningful Improvement: Based on an increase of .41 points (Minimum Detectable Effect) from the pre-test to the post-test OR maintaining a score of three (3) or more. **End Date:**

75% children in grades 3 through 5 who make meaningful improvement in social-emotional learning based on their level at pre-test.
Associated with: School Year, Social-Emotional Learning (SEL)
Data Source/Measurement Tool: Child Trends SEL: Staff & Child (3-5 grade) SY

Timing: Pre-test,Mid-test,Post-test
Meaningful Improvement: Based on an increase of .41 points (Minimum Detectable Effect) from the pre-test to the post-test OR maintaining a score of three (3) or more. **End Date:**

75% in Kindergarten through 2nd grade who make meaningful improvement in social-emotional learning based on their level at pre-test
Associated with: Summer, Social-Emotional Learning (SEL)
Data Source/Measurement Tool: Child Trends SEL: Staff Survey (K-2) SM

Timing: Pre-test,Post-test
Meaningful Improvement: Based on an increase of .41 points (Minimum Detectable Effect) from the pre-test to the post-test OR maintaining a score of three (3) or more. **End Date:**

75% children in grades 3 through 5 who make meaningful improvement in social-emotional learning based on their level at pre-test
Associated with: Summer, Social-Emotional Learning (SEL)
Data Source/Measurement Tool: Child Trends SEL: Staff & Child (3-5 grade) SM

Timing: Pre-test,Post-test
Meaningful Improvement: Based on an increase of .41 points (Minimum Detectable Effect) from the pre-test to the post-test OR maintaining a score of three (3) or more. **End Date:**

PARTNERS & SERVICE LINKAGE

Partners & Service Linkage

In-Kind: Miami-Dade County Public Schools,
Associated Activity:
Description of Role & Expertise:

M-DCPS and the City will continue to use their Compact agreement in defined areas to improve the education and well-being of the children in Hialeah. M-DCPS will continue to provide bus routes as free transportation for children to CL&P program sites. CL&P Administration will recruit qualified staff from Child Care Certification classes offered in area high schools.

Service End Date:

In-Kind: FLIPANY,
Associated Activity:
Description of Role & Expertise:

FLIPANY's professional staff works with childcare centers, afterschool programs, and community centers to assess their environment, policies, and practices around healthy eating and physical activity. FLIPANY's staff then informs, trains, and gives resources to the teachers, parents, and participants in order to foster an even more healthy site environment. FLIPANY provides technical assistance training for program staff of sites that participate in the USDA Afterschool Meal Program as well as supplying healthy and nutrious snacks and supper for the Creative Learning and Play (CL&P) Program duing the afterschool timeframe.

Service End Date:

In-Kind: Parent to Parent ,
Associated Activity:
Description of Role & Expertise:

Parent to Parent of Miami is a community-wide, non-profit organization that provides information, educational training and support to families who have children and adults with disabilities and/or special needs.arent to Parent of Miami is scheduled to co-facilitate various workshops with the City of Hialeah, including help implementing a direct referral process for families of children with disabilities served by the program, and provide materials and resources specific to children and youth with disabilities to be disseminated in family engagement activities

Service End Date:

In-Kind: Miami Dade College,
Associated Activity:
Description of Role & Expertise:

Miami Dade College (MDC) is the largest and most diverse college in the nation. With eight campuses and more than 165,000 students from across the world, the College offers over 300 programs of study and several degree options, including vocational, associate, and baccalaureate degrees. Our partnership is with the Hialeah Campus. MDC Hialeah will assist with recruitment of new employees who have completed their DCF 30-hour Basic and 10-hour special needs child care coursework.

Service End Date:

In-Kind: University of Florida -Institute of Food and Agricultural Sciences,
Associated Activity: I-Healthy Eating and Nutrition Education -R-
Description of Role & Expertise:

The University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) is a federal-state-county partnership dedicated to developing knowledge in agriculture, human and natural resources, and the life sciences, and enhancing and sustaining the quality of human life by making that information accessible.
The CL&P program will partner with the University of Florida/IFAS Extension Family Nutrition Program to provide the healthy eating and nutrition component for parents/guardians through their Cooking Matters in your Community curriculum throughout the program year. The CL&P program will also partner with the University of Florida/IFAS Extension Family Nutrition Program to provide the healthy eating and nutrition component through their Understanding MyPlate (YUM) and the Kids in the Kitchen curriculum throughout the program afterschool year and the Cooking Matters Chefs and Kids for the summer program.

Service End Date:

In-Kind: Miami Dade County,
Associated Activity:
Description of Role & Expertise:

Miami Dade County Community Action Human Services Department Summer Food Service Program provides afterschool and summer program food to low-income youth in underserved areas of Miami, Florida. The Village Youth Services will provide free nutritional snacks/lunches and beverages to children in the City's summer camps

Service End Date:

STAFFING TABLE

Position	Position Details	Minimum Qualifications and Responsibilities
Education Center Director I **Position ID:** 41137 **Category:** Program Management **Classification:** Full-Time	**Timeframe:** School Year,Summer **Number of Staff:** 1 **In Ratio:** NO **Supervision:** YES	**Qualifications:** Bachelor Degree or equivalent experience in program management. **Responsibilities:** Provides direction for the program's day to day operations, supervision, direction and guidance for staff, assures implementation of evidence based curriculum or program protocols with fidelity. **Related Subcontractor Budget:**

Education Center Director II **Position ID:** 41155 **Category:** Program Management **Classification:** Full-Time	**Timeframe:** School Year,Summer **Number of Staff:** 1 **In Ratio:** NO **Supervision:** YES	**Qualifications:** Bachelor Degree or equivalent experience in program management. **Responsibilities:** Provides direction for the program's day to day operations, supervision, direction and guidance for staff, assures implementation of evidence based curriculum or program protocols with fidelity. **Related Subcontractor Budget:**
Camp Directors **Position ID:** 37205 **Category:** Support Staff **Classification:** Part-time/Seasonal	**Timeframe:** School Year,Summer **Number of Staff:** 9 **In Ratio:** YES **Supervision:** YES	**Qualifications:** A high school diploma or General Equivalency Diploma (GED). Experience in recreation or out-of-school services preferred. CDA and or 55 child care hours preferred. **Responsibilities:** Responsible for site daily operations. Work directly with staff & children; oversee implementation of program and activities, develop schedules, plan weekly special events, supervise staff, & review daily paperwork, etc. Credentialed staff necessary for DCF child care license. **Related Subcontractor Budget:**
Center Director **Position ID:** 37204 **Category:** Program Management **Classification:** Part-time/Seasonal	**Timeframe:** School Year,Summer **Number of Staff:** 1 **In Ratio:** YES **Supervision:** YES	**Qualifications:** High school diploma or GED. Experience in recreation or out-of-school services preferred. Director credential preferred. **Responsibilities:** Responsible for site daily operations. Work directly with staff & children; oversee implementation of program and activities, develop schedules, plan weekly special events, supervise staff, & review daily paperwork, etc. Credentialed staff necessary for DCF child care license. **Related Subcontractor Budget:**
Counselors **Position ID:** 37207 **Category:** Support Staff **Classification:** Part-time/Seasonal	**Timeframe:** School Year,Summer **Number of Staff:** 6 **In Ratio:** YES **Supervision:** YES	**Qualifications:** High school diploma or GED. Experience in recreation or out of school services preferred. CDA and or 55 child care hours preferred. **Responsibilities:** Second in-charge at each site and is responsible for supervising participants and activities. **Related Subcontractor Budget:**
Education Supervisor **Position ID:** 37866 **Category:** Program Management **Classification:** Full-Time	**Timeframe:** School Year,Summer **Number of Staff:** 1 **In Ratio:** NO **Supervision:** YES	**Qualifications:** Bachelors degree and five years of programming and/or supervising experience. **Responsibilities:** Oversees all Adult Centers, Summer Camps and After school Programs. (Program match.) **Related Subcontractor Budget:**

Master Curriculum Teachers **Position ID:** 37211 **Category:** Certified Teacher **Classification:** Part-time/Seasonal	**Timeframe:** School Year,Summer **Number of Staff:** 2 **In Ratio:** NO **Supervision:** NO	**Qualifications:** B.A. /B.S. in Education. State of Florida Teacher Certification. **Responsibilities:** Responsible for creating, implementing, and supervising curriculum; assures differentiated instruction; plans project-based learning activities; conducts training, provides lesson plans, supplies/materials, manuals for staff. Assists with teacher evaluations. Substitutes in sites when teachers are absent. **Related Subcontractor Budget:**
Master Teacher - Inclusion **Position ID:** 30390 **Category:** Certified Teacher **Classification:** Part-time/Seasonal	**Timeframe:** School Year,Summer **Number of Staff:** 1 **In Ratio:** NO **Supervision:** NO	**Qualifications:** B.A. /B.S. in Education. State of Florida Teacher Certification. Prefer a Behavior Analyst board Certification or significant ESE classroom experience. **Responsibilities:** Master Teacher- Inclusion will provide staff training; do site visits, observation and behavior modification plans, and parent/child intake interviews for children with disabilities (CWD) to determine individualized needed supports for successful inclusion and positive outcomes. Substitutes in sites when teachers are absent. **Related Subcontractor Budget:**
Program Assistants **Position ID:** 37210 **Category:** Administrative Support/Clerical/Data Entry **Classification:** Part-time/Seasonal	**Timeframe:** School Year,Summer **Number of Staff:** 4 **In Ratio:** NO **Supervision:** NO	**Qualifications:** High school diploma or GED. One year of advanced clerical experience is preferred. Entry Level **Responsibilities:** Assist in all data entry, paperwork, training, program registrations, and maintaining all program and employee records. **Related Subcontractor Budget:**
Program Specialist IV **Position ID:** 31199 **Category:** Program Management **Classification:** Full-Time	**Timeframe:** School Year,Summer **Number of Staff:** 1 **In Ratio:** NO **Supervision:** YES	**Qualifications:** Master or Bachelor's degree and financial accounting skills **Responsibilities:** Year-round employee performs professional and supervisory work in planning, implementing and administering the program's budgets and grant expenditures and reporting. This position is currently at 75% effort. **Related Subcontractor Budget:**
Purchasing Aide **Position ID:** 37899 **Category:** Administrative Support/Clerical/Data Entry **Classification:** Full-Time	**Timeframe:** School Year,Summer **Number of Staff:** 1 **In Ratio:** NO **Supervision:** NO	**Qualifications:** College degree with course work in business or at least two years experience. **Responsibilities:** Responsible for purchasing transactions, processing invoices, tabulating and analyzing bids and record keeping. **Related Subcontractor Budget:**

Teachers **Position ID:** 37206 **Category:** Certified Teacher **Classification:** Part-time/Seasonal	**Timeframe:** School Year,Summer **Number of Staff:** 11 **In Ratio:** NO **Supervision:** NO	**Qualifications:** Bachelor's degree in Education and state certification. **Responsibilities:** Responsible for the delivery of academic and differentiated instruction activities at each site. **Related Subcontractor Budget:**
Program Leader **Position ID:** 41389 **Category:** Support Staff **Classification:** Part-time/Seasonal	**Timeframe:** School Year,Summer **Number of Staff:** 14 **In Ratio:** YES **Supervision:** NO	**Qualifications:** A high school diploma or General Equivalency Diploma (GED). **Responsibilities:** Performs other duties related to program delivery. May be responsible for a variety of assignments such as bus driver, cook, and maintenance worker, etc. **Related Subcontractor Budget:**
Program Leaders CWD **Position ID:** 41390 **Category:** Support Staff **Classification:** Part-time/Seasonal	**Timeframe:** School Year,Summer **Number of Staff:** 3 **In Ratio:** YES **Supervision:** NO	**Qualifications:** A high school diploma or General Equivalency Diploma (GED). **Responsibilities:** Performs other duties related to program delivery. May be responsible for a variety of assignments such as bus driver, cook, and maintenance worker, etc. **Related Subcontractor Budget:**

ATTACHMENT B
OTHER FISCAL REQUIREMENTS, BUDGET and METHOD OF PAYMENT

Budget amendments/revisions

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

Invoice/ Request for Payment Requirements

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

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

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

If The Children's Trust determines that Provider has been paid funds, which are not in accordance with **this** Contract and to which it is not entitled, then Provider shall return such funds to The Children's Trust or submit appropriate documentation to support the payment within thirty (30) days of notification by The Children's Trust. After thirty (30) days, The Children's Trust may recapture amounts due to The Children's Trust from this or any Contract by reducing amounts requested to be reimbursed less the amount owed to The Children's Trust. The Children's Trust shall have the sole discretion in determining if Provider is entitled to such funds **in accordance with this Contract**. The Children's Trust decision on this matter shall be binding.

In the event that Provider, its independent CPA firm or The Children's Trust discovers that an overpayment has been made, Provider shall repay the overpayment within thirty (30) calendar days of discovery of the event by the Provider or notification of overpayment by the Provider's independent CPA firm or The Children's Trust.

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

A request for payment will be deemed proper as defined by the Florida Prompt Payment Act, chapter 218, Part VII, Florida

Statutes, if the request complies with the requirements set forth in this Contract and is submitted on the forms prescribed by The Children's Trust. Requests for payment and/or documentation returned to Provider for corrections may be cause for delay in the receipt of payment. Late submission may result in delay in the receipt of payment. Upon receipt of Provider's properly submitted Request for Payment (i.e., invoice) and/or other required documentation, The Children's Trust shall pay Provider in accordance with the Florida Prompt Payment Act.

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

Indirect Administrative Costs

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

Match Requirement

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

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

Direct Deposit of Payment

As a requirement of this Contract with The Children's Trust, Provider agrees that prior to, or on the date commencing the effective term of this Contract, or when direct deposit functionality is made available, Provider will enroll in The Children's Trust direct deposit program. The direct deposit program requires that all payments received from The Children's Trust are directly deposited into the Provider's designated bank account held in a United States financial institution.

Cost Reimbursement Method of Payment

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

Deliverable-Based Method of Payment

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

Timely Payment by Provider

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

Advance payment requests

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

their designees. Advance payments are made at and within the sole discretion of The Children's Trust.

Advance repayment

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

List of Pre-Qualified Program-Specific Auditing Services

To receive reimbursement for the preparation of the program specific audit, as defined, Provider must choose from a list of pre-qualified independent Certified Public Accounting (CPA) firms, which are posted on The Children's Trust website. The amount requested for reimbursement must meet the requirements of The Children's Trust. Inclusion in this pre-qualification requires that a CPA firm meet the following three criteria:
(a) participation in either the American Institute of Certified Public Accountants (AICPA) or the Florida Institute of Certified Public Accountants (FICPA) peer review program as evidenced by submitting a triennial System Review Report with a passing score to The Children's Trust;
(b) providing documentation that a CPA firm, or one of its associates, has adequate experience in governmental accounting and/or nonprofit accounting with the application of *Government Auditing Standards;* and (c) completion of a training session on the audit requirements of The Children's Trust contract conducted by The Children's Trust Finance Department.

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

Supporting Documentation Requirements

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

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

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Budget Summary Report
City of Hialeah - YAS XX14-2760 City of Hialeah
Fiscal Year 20-21 (8/01/20 - 7/31/21)
Contract #: 2114-2760

CSC Program Allocation: $905,998
Budget Status: Approved

Salary Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
511	Regular Salaries and Wages	682,543.00	648,760.00	648,760.00
521	FICA/MICA	52,214.00	49,630.00	49,630.00
522	Retirement Contributions	29,239.00	11,060.00	11,060.00
523	Life and Health Insurance	25,974.00	22,074.00	22,074.00
524	Workers Compensation	0.00	0.00	0.00
525	Unemployment Compensation	0.00	0.00	0.00
	Salary Totals:	**789,970.00**	**731,524.00**	**731,524.00**

Expense Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
531	Travel (other than participants)	0.00	0.00	0.00
532	Travel (participants)	21,360.00	21,360.00	21,360.00
533	Meals (participants)	206,192.00	0.00	0.00
534	Space	322,079.00	0.00	0.00
535	Utilities	59,769.00	0.00	0.00
536	Supplies (office)	5,670.00	5,670.00	5,670.00
537	Supplies (program)	11,400.00	11,400.00	11,400.00
540	Non-Capital Equipment	1,200.00	0.00	0.00
550	Capital Equipment	0.00	0.00	0.00
591	Indirect Cost	1,087.00	1,087.00	1,087.00
611	Subcontractor	0.00	0.00	0.00
711	Professional Services (instructors)	0.00	0.00	0.00
721	Professional Services (certified teachers)	0.00	0.00	0.00
731	Professional Services (tutors)	0.00	0.00	0.00
741	Professional Services (consultants)	0.00	0.00	0.00
791	Professional Services (other)	115,025.00	115,025.00	115,025.00
811	Other (advertising)	0.00	0.00	0.00
821	Other (background screening)	178.00	178.00	178.00
831	Other (admission to field trips)	17,273.00	17,273.00	17,273.00
891	Other (other)	906.00	906.00	906.00
529	Fringe Benefits (other)	0.00	0.00	0.00
841	Program Specific Audit	6,000.00	0.00	0.00
751	Professional Services (Evaluation)	0.00	0.00	0.00

Expense Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
851	Other (Volunteers)	0.00	0.00	0.00
852	Other (Special Events)	0.00	0.00	0.00
853	Other (Required Staff Training)	1,575.00	1,575.00	1,575.00
854	Other (Discretionary Funds)	0.00	0.00	0.00
855	Other (conference registration)	0.00	0.00	0.00
2000	Salary Summary	0.00	0.00	0.00
2005	EBP Trainings	0.00	0.00	0.00
	Expense Totals:	**769,714.00**	**174,474.00**	**174,474.00**
	Salary and Expense Totals:	**1,559,684.00**	**905,998.00**	**905,998.00**

Program Funders
Summary Funders

Funder Type	Funder	Total	Comment
Cash	Agency Cash Revenue (Summary)	444,101.00	City of Hialeah - ECS Budget
In-Kind Contributions	Commmunity Action Agency (Summary)	209,585.00	Flipany, Miami Dade County Community Action and Human Services Department
	Summary Funder Totals:	**653,686.00**	

Comprehensive Budget/Amendment Report
City of Hialeah - YAS XX14-2760 City of Hialeah
Fiscal Year 20-21 (8/01/20 - 7/31/21)
Contract #: 2114-2760
Original Budget and Approved/Unapproved Amendments

Salary Data

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Camp Directors (37205)												
Staff:	Acin, Luis (44825); Azcue, Olga (42962); Boza, Thalia (49109); Fernandez, Caridad (31396); Flores, Lisset (47540); Munoz, Jacqueline (31688); Ortega, Sergio (44830); Sanchez, Mileidy (42971); Varona, Ashley (47536)											
Gross:	14,760.00	14,760.00	1,129.00	1,129.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	132,839.00	132,839.00	10,162.00	10,162.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	132,839.00	132,839.00	10,162.00	10,162.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

				Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
Time Period	**# Of People**	**Rate**	**Wks Funded**	**Hrs/Week**	**Amt**	**Hrs/Week**	**Amt**		**Amt**
School Year	9.00	13.54	36.00	21.60	94,758.00	0.00	0.00		
Summer	9.00	13.54	10.00	29.00	35,339.00	0.00	0.00		
Training	9.00	13.54	1.00	22.50	2,742.00	0.00	0.00		
School Year	9.00	13.54	36.00	0.00	0.00	21.60	94,758.00		
Summer	9.00	13.54	10.00	0.00	0.00	29.00	35,339.00		
Training	9.00	13.54	1.00	0.00	0.00	22.50	2,742.00		
			Total Distribution to Program Salary	**900%**	**132,839.00**	**100%**	**132,839.00**	**0%**	**0**
			Percentage of Distribution to Gross Salary	**900%**		**900%**		**0%**	

Original Budget Narratives:
Payment made on a biweekly basis
Employee Status: Part-Time
9 staff at 100% allocation to program; Staff not funded by the agency
School Year:
Hours per week: 22.5 x 96% attrition = 21.6
9 staff x $13.54 per hour x 21.6 hours per week x 36 weeks = 94,758
Summer:
Hours per week: 29
9 staff x $13.54 per hour x 29 hours per week x 10 weeks = 35,339
Training

9 staff x $13.54 per hour x 22.5 hours = 2,742
Hourly rate range: 12.62 - 13.96

Budget Amendment Narratives:
Approved Date: -

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Center Director (37204)												
Staff: Sanchez, Wanda (31691)												
Gross:	25,289.00	25,289.00	1,935.00	1,935.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	25,289.00	25,289.00	1,935.00	1,935.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	25,289.00	25,289.00	1,935.00	1,935.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

				Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
Time Period	# Of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt		Amt
School Year	1.00	16.77	42.00	0.00	0.00	29.00	20,426.00		
Summer	1.00	16.77	10.00	0.00	0.00	29.00	4,863.00		
School Year	1.00	16.77	42.00	29.00	20,426.00	0.00	0.00		
Summer	1.00	16.77	10.00	29.00	4,863.00	0.00	0.00		
			Total Distribution to Program Salary	100%	25,289.00	100%	25,289.00	0%	0
			Percentage of Distribution to Gross Salary	100%		100%		0%	

Original Budget Narratives:
Employee Status: Part-Time
Payment made on a biweekly basis 1 year round staff at 100% allocation.
Source of Match: N/A ;
Average hourly rate is $16.77. Hours per week: 29 School year: 1 staff x $16.77 per hour x 29 hours per week x 42 weeks = 20,426 Summer: 1 staff x $16.77 per hour x 29 hours per week x 10 weeks = 4,863

Budget Amendment Narratives:
Approved Date: -

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Counselors (37207)												

Staff: Acosta, Cleidy (46190); Perez, Gabriela (47535); Pineyro, Arlina (44981); Rivera, Andres (47534); Villalua, Jahaira (46191)

Gross:	12,532.00	12,532.00	959.00	959.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	75,194.00	75,194.00	5,752.00	5,752.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	75,194.00	75,194.00	5,752.00	5,752.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

				Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
Time Period	# Of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt		Amt
School Year	6.00	11.67	36.00	21.15	53,313.00	0.00	0.00		
Summer	6.00	11.67	10.00	29.00	20,306.00	0.00	0.00		
Training	6.00	11.67	1.00	22.50	1,575.00	0.00	0.00		
School Year	6.00	11.67	36.00	0.00	0.00	21.15	53,313.00		
Summer	6.00	11.67	10.00	0.00	0.00	29.00	20,306.00		
Training	6.00	11.67	1.00	0.00	0.00	22.50	1,575.00		
			Total Distribution to Program Salary	600%	75,194.00	100%	75,194.00	0%	0
			Percentage of Distribution to Gross Salary	600%		600%		0%	

Original Budget Narratives:

Employee Status: Part-time
Payment made on a biweekly basis"
6 staff at 100% allocation to the program. Staff not funded by the agency
School Year:
Hours per week: 22.5 x 94% attrition = 21.15
6 staff x $11.67 per hour x 21.15 hours per week x 36 weeks = 53,313
Summer:
Hours per week: 29
6 staff x $11.67 per hour x 29 hours per week x 10 weeks = 20,306
Training
6 staff x $11.67 per hour x 22.5 hours = 1,575
Hourly rate range: 11.26 - 11.80

Budget Amendment Narratives:

Approved Date: -

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp

Education Center Director I (41137)

Staff: Cossio, Marcela (48910)

Gross:	40,248.00	40,248.00	3,079.00	3,079.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	40,248.00	40,248.00	3,079.00	3,079.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	40,248.00	40,248.00	3,079.00	3,079.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

				Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
Time Period	# Of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt		Amt
School Year	1.00	20.64	42.00	37.50	32,508.00	0.00	0.00		
Summer	1.00	20.64	10.00	37.50	7,740.00	0.00	0.00		
School Year	1.00	20.64	42.00	0.00	0.00	37.50	32,508.00		
Summer	1.00	20.64	10.00	0.00	0.00	37.50	7,740.00		
			Total Distribution to Program Salary	100%	40,248.00	100%	40,248.00	0%	0
			Percentage of Distribution to Gross Salary	100%		100%		0%	

Original Budget Narratives:
Payment is on a biweekly basis
Source of Match: n/a
Employee Status: Full-Time

Salary is 100% TCT funded. Works 37.5 hours a week with 26 pay periods.
Average hourly rate is $20.64. Hours per week dedicated to program: 37.5

School year: $20.64 per hour x 37.5 hours x 42 weeks = $32,508
Summer: $20.64 per hour x 37.5 hours x 10 weeks = $7,740
Training: n/a

Budget Amendment Narratives:
Approved Date: -

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Education Center Director II (41155)												
Staff: Vichot, Elizabeth (47871)												
Gross:	43,816.00	43,816.00	3,352.00	3,352.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	43,816.00	43,816.00	3,352.00	3,352.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	43,816.00	43,816.00	3,352.00	3,352.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

				Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
Time Period	# Of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt		Amt
School Year	1.00	22.47	42.00	0.00	0.00	37.50	35,390.00		
Summer	1.00	22.47	10.00	0.00	0.00	37.50	8,426.00		
School Year	1.00	22.47	42.00	37.50	35,390.00	0.00	0.00		
Summer	1.00	22.47	10.00	37.50	8,426.00	0.00	0.00		
			Total Distribution to Program Salary	100%	43,816.00	100%	43,816.00	0%	0
			Percentage of Distribution to Gross Salary	100%		100%		0%	

Original Budget Narratives:
Payment is on a biweekly basis
Source of Match: n/a
Employee Status: Full-Time

Salary is 100% TCT funded. Works 37.5 hours a week with 26 pay periods.
Average hourly rate is $22.47. Hours per week dedicated to program: 37.5

School year: $22.47 per hour x 37.5 hours x 42 weeks = $35,390
Summer: $22.47 per hour x 37.5 hours x 10 weeks = $8,426
Training: n/a

Budget Amendment Narratives:
Approved Date: -

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Education Supervisor (37866)												
Staff: Dziedzic, Sharon J (31374)												
Gross:	70,864.00	70,864.00	5,421.00	5,421.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	17,726.00	17,726.00	1,356.00	1,356.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

				Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
Time Period	# Of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt		Amt
School Year	1.00	36.34	42.00	9.38	14,317.00	0.00	0.00		
Summer	1.00	36.34	10.00	9.38	3,409.00	0.00	0.00		
Total Distribution to Program Salary				25%	17,726.00	0%	0.00	100%	17,726
Percentage of Distribution to Gross Salary				25%		0%		25%	

Original Budget Narratives:

Payment is on a biweekly basis
Employee Status: Full-Time
Source of Match: City of Hialeah ECS Budget

Salary is 25% matched towards TCT budget. Works 37.5 hours a week with 26.2 pay periods. Average hourly rate is $36.34
Hours per week dedicated to program: 37.5 x 25% = 9.38
School year: $36.34 per hour x 9.38 hours per week x 42 weeks = $14317
Summer: $36.34 per hour x $9.38 hours per week x 10 weeks = $3,409
Training: N/A

Budget Amendment Narratives:
Approved Date: -

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Fringe Benefits (30794)												
Staff:	**Benefits, Fringe (31413)**											
Gross:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	0.00	0.00	0.00	0.00	29,239.00	29,239.00	25,974.00	25,974.00	0.00	0.00	0.00	0.00
CSC:	0.00	0.00	0.00	0.00	11,060.00	11,060.00	22,074.00	22,074.00	0.00	0.00	0.00	0.00

Original Budget Narratives:

Retirement: Retirement: 7% of full time salaries
Position 41137 $2817
Position 41155 - $3067
Position 31199 at 8.86% of salary- $5176
Matched Retirement for Program Allocation
37866 Education Supervisor-$9538
37899 Purchasing Aide-$8641

Program Retirement $29239
Total CSC Retirement $11060

Total Matched Retirement $18179
Match Source: City of Hialeah - ECS Budget

Health Insurance: $312 per pay period x 26 pay periods
Position 41137- $8112
Position 41155- $8112

Health Insurance: $300 per pay period x 26 pay periods
Position 31199 at 75% -$5850
Matched Health Insurance for Program Allocation
Health Insurance: $300 per pay period x 26 pay periods x 25%
Position 37866- $1950
Position 37899-$1950

Program Insurance $25974
CSC Health Insurance $22074
Total Matched Health Insurance $3900
Match Source: City of Hialeah- ECS Budget

FICA/MICA-Total Program 52,214.00
FICA/ MICA- CSC is $$49631
Match amount $2584
Match Source: City of Hialeah- ECS Budget

Budget Amendment Narratives:
Approved Date: -

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Master Curriculum Teachers (37211)												
Staff:	**Fumero, Yolanda (31439); Levy, Mercedes (31438)**											
Gross:	13,750.00	13,750.00	1,052.00	1,052.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	27,500.00	27,500.00	2,104.00	2,104.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	27,500.00	27,500.00	2,104.00	2,104.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

				Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
Time Period	# Of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt		Amt
School Year	2.00	29.24	36.00	9.50	20,000.00	0.00	0.00		
Summer	2.00	29.24	9.00	14.25	7,500.00	0.00	0.00		
School Year	2.00	29.24	36.00	0.00	0.00	9.50	20,000.00		
Summer	2.00	29.24	9.00	0.00	0.00	14.25	7,500.00		
			Total Distribution to Program Salary	200%	27,500.00	100%	27,500.00	0%	0
			Percentage of Distribution to Gross Salary	200%		200%		0%	

Original Budget Narratives:

Employee Status: Part-Time
Payment made on a biweekly basis
2 staff at 100% allocation to the program. Staff not funded by the agency
School year: 10 hours x 95% attrition
2 staff x 29.24 per hour x 9.5 hours per week x 36 weeks = 20,000
Summer: 15 hours x 95% attrition= 14.25
2 staff x 29.24 per hour x 14.25 hours per week x 9 weeks = 7,500
Hourly rate range: 29 - 29.24

Budget Amendment Narratives:

Approved Date: -

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Master Teacher - Inclusion (30390)												
Staff: Lopez, Nilzzer (31372)												
Gross:	14,276.00	14,276.00	1,092.00	1,092.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	14,276.00	14,276.00	1,092.00	1,092.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	14,276.00	14,276.00	1,092.00	1,092.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

				Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
Time Period	# Of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt		Amt
School Year	1.00	29.24	36.00	0.00	0.00	10.00	10,526.00		
Summer	1.00	29.24	9.00	0.00	0.00	14.25	3,750.00		
School Year	1.00	29.24	36.00	10.00	10,526.00	0.00	0.00		
Summer	1.00	29.24	9.00	14.25	3,750.00	0.00	0.00		
			Total Distribution to Program Salary	100%	14,276.00	100%	14,276.00	0%	0
			Percentage of Distribution to Gross Salary	100%		100%		0%	

Original Budget Narratives:

Employee Status: Part-Time

Payment is on a biweekly basis 1 year round staff at 100% allocation.

Source of Match: N/A

Average hourly rate is $29.24. School year: Hours per week: 10 1 staff x $29.24 per hour x 10 hours per week x 36 weeks = 10,526 Summer: Hours per week: 15 x 95% attrition = 14.25 1 staff x $29.24 per hour x 14.25 hours per week x 9 weeks = 3750

Budget Amendment Narratives:

Approved Date: -

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Program Assistants (37210)												
Staff:	**Johnson, Ashley (33536); Matias, Jeszenia (44822); Saenz, Jaime (49108)**											
Gross:	13,690.00	13,690.00	1,047.00	1,047.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	54,761.00	54,761.00	4,189.00	4,189.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	54,761.00	54,761.00	4,189.00	4,189.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

				Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
Time Period	# Of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt		Amt
School Year	4.00	11.67	42.00	0.00	0.00	22.56	44,230.00		
Summer	4.00	11.67	10.00	0.00	0.00	22.56	10,531.00		
School Year	4.00	11.67	42.00	22.56	44,230.00	0.00	0.00		
Summer	4.00	11.67	10.00	22.56	10,531.00	0.00	0.00		
			Total Distribution to Program Salary	400%	54,761.00	100%	54,761.00	0%	0
			Percentage of Distribution to Gross Salary	400%		400%		0%	

Original Budget Narratives:

Payment made on a biweekly basis
Source of Match: N/A
Employee Status: Part-time
4 year round staff at 95% allocation to the program
Hours per week: 25 x 95% allocation x 95% attrition = 22.56
School Year:
4 staff x $11.67 (average) per hour x 22.56 hours per week x 42 weeks = 44,230
Summer:
4 staff x $11.67 (average) per hour x 22.56 hours per week x 10 weeks = 10,531
Hourly rate range: 11.26 - 11.80

Budget Amendment Narratives:

Approved Date: -

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Program Leader (41389)												
Staff:	Cruz, Osiris (48560); Duarte, Anthony (48564); Garcia, Nataly (48561); Gonzalez, Alicia (48563); Ojeda, Daniela (47538); Perales, Roberto (48602); Yanes, Dayana (47537)											
Gross:	9,880.00	9,880.00	756.00	756.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	87,431.00	87,431.00	6,688.00	6,688.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	87,431.00	87,431.00	6,688.00	6,688.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

				Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
Time Period	# Of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt		Amt
School Year	7.00	10.00	36.00	19.57	49,316.00	0.00	0.00		
Summer	14.00	10.00	10.00	26.10	36,540.00	0.00	0.00		
Training	7.00	10.00	1.00	22.50	1,575.00	0.00	0.00		
School Year	7.00	10.00	36.00	0.00	0.00	19.57	49,316.00		
Summer	14.00	10.00	10.00	0.00	0.00	26.10	36,540.00		
Training	7.00	10.00	1.00	0.00	0.00	22.50	1,575.00		
			Total Distribution to Program Salary	885%	87,431.00	100%	87,431.00	0%	0
			Percentage of Distribution to Gross Salary	885%		885%		0%	

Original Budget Narratives:

Payment made on a biweekly basis
Employee Status: Part-Time
School Year:
7 staff at 100% allocation
Hours per week: 22.5 x 87% attrition = 19.57
7 staff x $10 per hour x 19.57 hours per week x 36 weeks = 49,329
Summer:
14 staff at 100% allocation
Hours per week: 29 x 90% attrition = 26.1
14 staff x $10 per hour x 26.1 hours per week x 10 weeks = 36,540
Training
7 staff x $10 per hour x 22.5 hours =1,575
Hourly rate range: 10.00 - 10.20

Budget Amendment Narratives:
Approved Date: -

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Program Leaders CWD (41390)												
Staff:	Duarte, frank (47539); Garcia, Genesis (46188); Gonzalez, Narela (48568)											
Gross:	9,880.00	9,880.00	756.00	756.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	29,641.00	29,641.00	2,268.00	2,268.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	29,641.00	29,641.00	2,268.00	2,268.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

				Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
Time Period	# Of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt		Amt
School Year	3.00	10.00	36.00	0.00	0.00	19.57	21,136.00		
Summer	3.00	10.00	10.00	0.00	0.00	26.10	7,830.00		
Training	3.00	10.00	1.00	0.00	0.00	22.50	675.00		
School Year	3.00	10.00	36.00	19.57	21,136.00	0.00	0.00		
Summer	3.00	10.00	10.00	26.10	7,830.00	0.00	0.00		
Training	3.00	10.00	1.00	22.50	675.00	0.00	0.00		
			Total Distribution to Program Salary	300%	29,641.00	100%	29,641.00	0%	0
			Percentage of Distribution to Gross Salary	300%		300%		0%	

Original Budget Narratives:

Payment made on a biweekly basis
Employee Status: Part-Time
3 staff at 100% allocation to the program. Staff not funded by agency.
School Year:
Hours per week: 22.5 x 87% attrition = 19.57
3 staff x $10 per hour x 19.57 hours per week x 36 weeks = 21,141
Summer:
3 staff at 100% allocation
Hours per week: 29 x 90% attrition = 26.1
3 staff x $10 per hour x 26.1 hours per week x 10 weeks = 7,830
Training
3 staff x $10 per hour x 22.5 hours =675
Hourly rate range: 10.00 - 10.20

Budget Amendment Narratives:

Approved Date: -

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Program Specialist IV (31199)												
Staff: Subirana, Maria (32441)												
Gross:	77,966.00	77,966.00	5,964.00	5,964.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	58,423.00	58,423.00	4,469.00	4,469.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	58,423.00	58,423.00	4,469.00	4,469.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

				Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
Time Period	# Of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt		Amt
School Year	1.00	39.94	42.00	28.13	47,188.00	0.00	0.00		
Summer	1.00	39.94	10.00	28.13	11,235.00	0.00	0.00		
School Year	1.00	39.94	42.00	0.00	0.00	28.13	47,188.00		
Summer	1.00	39.94	10.00	0.00	0.00	28.13	11,235.00		
			Total Distribution to Program Salary	75%	58,423.00	100%	58,423.00	0%	0
			Percentage of Distribution to Gross Salary	75%		75%		0%	

Original Budget Narratives:
Payment is on a biweekly basis
Employee Status: Full-Time

Salary is 75% TCT budget funded. Works 37.5 hours a week with 26 pay periods. Average hourly rate is $39.94. Hours per week dedicated to program: 37.5 x 75% = 28.13

School Year: $39.94 per hour x 28.13 hours per week x 42 weeks = $47,188
Summer: $39.94 per hour x 28.13 hours per week x 10 weeks = $11,235
Training: n/a

Budget Amendment Narratives:
Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Purchasing Aide (37899)												
Staff: Lopez, Roberto (44823)												
Gross:	64,197.00	64,197.00	4,911.00	4,911.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	16,057.00	16,057.00	1,228.00	1,228.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

				Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
Time Period	# Of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt		Amt
School Year	1.00	32.92	42.00	9.38	12,969.00	0.00	0.00		
Summer	1.00	32.92	10.00	9.38	3,088.00	0.00	0.00		
Total Distribution to Program Salary				25%	16,057.00	0%	0.00	100%	16,057
Percentage of Distribution to Gross Salary				25%		0%		25%	

Original Budget Narratives:
Payment is on a biweekly basis
Employee Status: Full-Time
Source of Match: City of Hialeah ECS budget

Salary is 25% matched towards TCT budget. Works 37.5 hours a week with 26 pay periods. Average hourly rate is $32.92. Hours per week dedicated to program: 37.5 x 25% = 9.38

School year: $32.92 per hour x 9.38 hours per week x 42 weeks = $12,969
Summer: $32.92 per hour x 9.38 hours per week x 10 weeks = 3,088
Training: n/a

Budget Amendment Narratives:
Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Teachers (37206)												
Staff:	Acebo, Olga (48570); Carballeira, Ivette (49110); Conseillant, Marie (31448); Del Toro, Sinthia (46199); Nodarse, Grisel (44831); Vazquez, Victor (48574)											
Gross:	5,816.00	5,816.00	445.00	445.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	59,342.00	59,342.00	4,540.00	4,540.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	59,342.00	59,342.00	4,540.00	4,540.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

				Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
Time Period	# Of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt		Amt
School Year	10.00	29.24	36.00	0.00	0.00	4.40	46,316.00		
Summer	11.00	29.24	9.00	0.00	0.00	4.50	13,026.00		
School Year	10.00	29.24	36.00	4.40	46,316.00	0.00	0.00		
Summer	11.00	29.24	9.00	4.50	13,026.00	0.00	0.00		
			Total Distribution to Program Salary	1,020%	59,342.00	100%	59,342.00	0%	0
			Percentage of Distribution to Gross Salary	1,020%		1,020%		0%	

Original Budget Narratives:
Payment made on a biweekly basis
Employee Status: Part-Time
Source of match: N/A

School year:
10 staff at 100% allocation
Hours per week: 5 x 88% attrition = 4.4
10 staff x $29.24 per hour x 4.4 hours per week x 36 weeks = 46,316
Summer:
11 staff at 100% allocation
Hours per week: 5 x 90% attrition = 4.5
11 staff x $29.24 per hour x 4.5 hours per week x 9 weeks = 13,026
Hourly rate range: 29 - 29.24

Budget Amendment Narratives:
Approved Date: -

Salary Totals

Percentage of Program Distribution to Gross Salary: 164%

Percentage of CSC Distribution to Gross Salary: 156%

	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Gross:	416,964.00	416,964.00	31,898.00	31,898.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	682,543.00	682,543.00	52,214.00	52,214.00	29,239.00	29,239.00	25,974.00	25,974.00	0.00	0.00	0.00	0.00
CSC:	648,760.00	648,760.00	49,630.00	49,630.00	11,060.00	11,060.00	22,074.00	22,074.00	0.00	0.00	0.00	0.00

Expense Data

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
532	Travel (participants)	21,360.00	21,360.00	21,360.00	21,360.00
	Original Budget Calculation:				
	(9*240*6)+(6*200*6)+(200*6)				

Original Budget Narratives:

Summer:
9 fieldtrips (1 per week) x $240 per bus x 6 summer sites = $12,960
6 weekly activities (1 per week) x $200 per bus x 6 summer sites = $7,200
1 end of year showcase x $200 per bus x 6 summer sites = $1,200
Bus prices range from $200 to $265.50 per bus
Total:13,622 + 7200 + 1200 = 21,360

Budget Amendment Narratives:

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
533	Meals (participants)	0.00	0.00	206,192.00	206,192.00
	Original Budget Calculation:				
	(0.88*345*180)+(3.23*195*180)+(3.77*225*45)				

Original Budget Narratives:

School year: The average value of daily snacks is $0.88 each for 345 trust funded participants and the value of supper is $3.23 for 195 participants for 180 days.
$0.88 x 345 x 180 = $54,648
$3.23 x 195 x 180 = $113,373
Source of Match: Flipany

Summer: The average value of daily snack and lunch is $3.77 each for 225 trust funded participants for 45 days.
$3.77 x 225 x 45 = $38,171
Source of Match: Miami Dade County Community Action and Human Services Department

Budget Amendment Narratives:

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
534	Space	0.00	0.00	322,079.00	322,079.00
	Original Budget Calculation:				
	(28728.95*12*0.8)+(625*5*0.8)+(17981.81*12*0.2)+(625*5*0.2)				

Original Budget Narratives:

School Year: The City will contribute 100% of the cost.
10 sites total 28,728.95 sq feet x $12 per square foot at 80% usage = $275,798
Warehouse space usage: 625 sq feet x $5 per square foot at 80% usage = $2,500

Summer: The City will contribute 100% of the cost.
6 sites total 17,981.81 sq feet x $12 per square foot at 20% usage = $43,156
Warehouse space usage: 625 sq feet x $5 per square foot at 20% usage = $625

Source of Match: City of Hialeah Budget (Education and Community Services, Parks and Recreation), Hialeah Housing Authority

Budget Amendment Narratives:

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
535	Utilities	0.00	0.00	59,769.00	59,769.00
	Original Budget Calculation:				
	48839+4300+6114+516				

Original Budget Narratives:

School Year: The City will contribute 100% of the cost for utilities. Utilities include electricity and water & sewer cost for 10 sites.
Electricity: $48,839
Water and Sewer: $4,300

Summer: The City will contribute 100% of the cost for utilities. Utilities include electricity and water and sewer cost for 6 sites.
Electricity: $6,114
Water and Sewer: $516

Source of Match: City of Hialeah Budget (Education and Community Services, Parks and Recreation), Hialeah Housing Authority

Expense Calculation
48839+4300+6114+516

Total for Utilities is reading correct at $59769

Budget Amendment Narratives:

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
536	Supplies (office)	5,670.00	5,670.00	5,670.00	5,670.00
	Original Budget Calculation:				
	(12.6*345)+(5.88*225)				

Original Budget Narratives:

Office Supplies calculated as follows:
Include but not limited to papers, pens, folders and printer cartridges
School year: $12.6 per child x 345 children = $4,347
Summer: $5.88 per child x 225 children = 1,323

Budget Amendment Narratives:

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
537	Supplies (program)	11,400.00	11,400.00	11,400.00	11,400.00
	Original Budget Calculation:				
	11400				

Original Budget Narratives:

Program supplies are estimated at $20 per child. Include but not limited to replacement supplies, first aids, arts and crafts, inclusion supplies, curricula, books and educational resources. School year: $20 per child x 345 children = $6,900
Summer: $20 per child x 225 children = $4,500

Budget Amendment Narratives:

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
540	Non-Capital Equipment	0.00	0.00	1,200.00	1,200.00
	Original Budget Calculation:				
	(10*120)				

Original Budget Narratives:

It is estimated that the amount needed to replace damaged equipment such as telephones, audio, or sports equipment will be $120 per site.
School year: 10 sites x $120 per site = $1200
Source of Match: City of Hialeah

Budget Amendment Narratives:

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
591	Indirect Cost	1,087.00	1,087.00	1,087.00	1,087.00
	Original Budget Calculation:				
	1087				

Original Budget Narratives:

Indirect costs: $1019 Less than 10% of requested funds

Budget Amendment Narratives:

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
791	Professional Services (other)	115,025.00	115,025.00	115,025.00	115,025.00

Original Budget Calculation:

(8*15*15*36*0.90)+(8*15*30*10*0.90)+12000+12305

Original Budget Narratives:

"School year: •Inclusion Aides: 8 staff x $15 per hour x 15 hours per week x 36 weeks x 90% attrition = $58,320
Summer: •Inclusion Aides: 8 staff x $15 per hour x 30 hours per week x 10 weeks x 90% attrition =$32400
"

Enrichment Activities:
Nexplore Games
One class per week for six weeks at $200 each class for 10 sites = $12000

Arts for Learning
2 classes a week for 6 weeks at $178.33 per class for 6 sites with a multi-site discount of 5% included in quote for sites 2-6 = 12305

Budget Amendment Narratives:

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
811	Other (advertising)	0.00	0.00	0.00	0.00

Original Budget Calculation:

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
821	Other (background screening)	178.00	178.00	178.00	178.00

Original Budget Calculation:

13.68*13

Original Budget Narratives:

Level II background screening at $13.68 per background check x 13 new staff, replacement staff, or screening updates for current staff = $178

Budget Amendment Narratives:

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
831	Other (admission to field trips)	17,273.00	17,273.00	17,273.00	17,273.00
	Original Budget Calculation:				
	9*8.53*225				

Original Budget Narratives:

Summer fieldtrips calculated at 9 fieldtrips x $8.53 average cost per trip x 225 participants = $17273

Budget Amendment Narratives:

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
841	Program Specific Audit	0.00	0.00	6,000.00	6,000.00
	Original Budget Calculation:				
	6000				

Original Budget Narratives:

$6,000 for Program Specific Audit by approved Certified Public Accounting Firm
Source of Match: City of Hialeah

Budget Amendment Narratives:

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
853	Other (Required Staff Training)	1,575.00	1,575.00	1,575.00	1,575.00
	Original Budget Calculation:				
	(27*25)+(50*18)				

Original Budget Narratives:

CPR classes for 25 staff at $27 per class = $27 x 25 = $675
Childcare training estimated at $50 x 18 staff = $900

Budget Amendment Narratives:

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
891	Other (other)	906.00	906.00	906.00	906.00
	Original Budget Calculation:				
	(90.60*10)				

Original Budget Narratives:
Movie Licensing for afterschool sites: $90.60 per license x 10 sites = $906

Budget Amendment Narratives:
Approved Date: -

Expense Totals	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
	174,474.00	174,474.00	769,714.00	769,714.00

Salary, Expense, and Subcontractor Totals	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
	905,998.00	905,998.00	1,559,684.00	1,559,684.00

Grand Total:				$0.00		$0.00	$0.00	

ATTACHMENT C: Data Requirements and Program Metrics

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

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

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

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

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

With each submission, the provider attests, based on his/her best knowledge, information and belief, that all data submitted in conjunction with the reports are accurate, truthful and complete. The trust and approved partners shall use and analyze this data for evaluation and strategic planning purposes.

Program Metrics:

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

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

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

Attachment D
Program-Specific Audit Requirements

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

Program-Specific Audits must be conducted in compliance with AU-C 935 and are required to include performing tests of controls over compliance.
An auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance, and in doing so, the assessed control risk must be assessed at low during the planning stage. If the auditor determines a lack of controls and identifies risk of material noncompliance that demonstrates internal controls do not exist or are not effective regarding the compliance requirement, a response to such risks should be developed, and a finding (significant deficiency or material weakness) should be reported.

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

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

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

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

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

Compliance Requirement	Program-Specific Audit Implication	Example

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

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

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

		E) Matching Funds i. In some cases, a required match is contracted. This will be indicated in **Section C: Total Funding** of this Contract. Verify the applied method the provider uses to satisfy match requirements. Also, verify that provider maintains documentation to back up match requirements. F) DCF License Requirement i. For some Trust funded programs (After-school and early childhood programs), a Florida Department of Children and Families (DCF) license is required for each site delivering services. If during the contract period a funded site (s) has lapse its DCF license(s) coverage, the auditor should test the invoice period when the lapse occurred. No direct costs in association with the delivery of program services at the unlicensed site (s) should be invoiced to the Trust during the lapsed period. For contracts with multiple sites, The Trust would reimburse for the delivery of services at the at the licensed sites only.

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

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

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

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

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

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

___ Who is personally known to me
___ Who produced identification: _____
Type of identification

_____
Signature of Notary Public
State of Florida at Large

_____
Print, type or stamp name of notary public

My Commission Expires:

ATTACHMENT E-2

CHILD CARE
AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida County of _____

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

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

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

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

Section 827.071	sexual performance by a child
Section 843.01	resisting arrest with violence
Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section 843.12	aiding in an escape
Section 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter 847	obscene literature
Section 874.05(1)	encouraging or recruiting another to join a criminal gang
	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
Section 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section 944.40	escape
Section 944.46	harboring, concealing, or aiding an escaped prisoner
Section 944.47	introduction of contraband into a correctional facility
Section 985.701	sexual misconduct in juvenile justice programs
Section 985.711	contraband introduced into detention facilities

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

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

SIGNATURE OF AFFIANT:_____

Sign Above OR Below, DO NOT Sign Both Lines

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

SIGNATURE OF AFFIANT: _____

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

_____

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

_____

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

(Check one)
Affiant personally known to notary
OR Affiant produced identification

ATTACHMENT E-3

Child Abuse & Neglect Reporting Requirements

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

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

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

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

* Reports must be made immediately to the Florida Abuse Hotline Information System by
  - Telephone at 1-800-96-ABUSE (1-800-962-2873), or
  - Fax at 1-800-914-0004, or
  - Online at http://www.dcf.state.fl.us/abuse/report/.

* Failure to perform duties of a mandatory reporter pursuant to s. 39.201, F.S. constitutes a violation of the standards in ss. 402.301-319, F.S. and is a felony of the third degree. **Remember**, it is each child care personnel's responsibility to report suspected abuse and/or neglect.

* All reports are confidential. However, persons who are mandated reporters (child care personnel) are required to give their name when making a report.

* It is important to give as much identifying and factual information as possible when making a report.

* Any person, when acting in good faith, is immune from liability in accordance with s. 39.203(1)(a), F.S.

* For more information about child abuse and neglect, visit the Department's website at www.myflorida.com/childcare and select "Training Requirements." The Department offers a 4-hour *Identifying and Reporting Child Abuse and Neglect* course for child care providers. This course is an overview of the various types of abuse and neglect, indicators that may be observed, the legal responsibility of mandatory reporters, and the proper procedure for reporting abuse and neglect, as required by ss. 402.305(2) and 402.313(1), F.S. The course is offered both online and instructor-based throughout Florida.

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

Read and understood the information and my mandated reporting requirements.

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

ATTACHMENT E-4

BACKGROUND SCREENING
& PERSONNEL FILE REQUIREMENTS

Place in employee file and attach all background screening documentation.
Authority: s. 402.301-319, F.S., and s. 435, F.S.

Name of Employee: _____

Name of Facility: _____

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

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

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

SCREENING DOCUMENTATION

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

Initial Screen

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

5 Year Re-screen

	Date Livescanned	Date completed
FINGERPRINT		
FINGERPRINT		
FINGERPRINT		

OTHER REQUIREMENTS

Date Employment References Checked: _____

Names of References (attach additional documentation if necessary):

Leave of Absence Documentation from Employer (if applicable):

ATTACHMENT G

Data Security Definitions

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

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

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

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

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

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

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

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

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