

**CONTRACT NO. \_\_\_\_\_**  
**BETWEEN THE CHILDREN'S TRUST**  
**AND [Agency Name]**  
**FOR [INSERT APPROPRIATE INITIATIVE]**

<b>Agency's address:</b>	
<b>Agency's federal identification number:</b>	
<b>Vendor's identification number:</b>	
<b>Effective term:</b>	_____ through _____
<b>Contract amount shall not exceed:</b>	
<b>Required match amount (if applicable):</b>	
<b>Approved by resolution number:</b>	
<b>Agency's authorized official for notices</b>	
<b>Agency's custodian of public records</b> (applicable if Agency is subject to Chapter 119, Florida Statutes):	

**THIS CONTRACT** is between **The Children's Trust**, whose address is 3150 SW 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor, Miami, FL 33129, and **[Agency Name]** ("Provider,") whose address is listed above.

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

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

**A. TERMS OF RENEWAL, if applicable**

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

1. Continued demonstrated and documented need for the services.

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

## **B. SCOPE OF SERVICES**

### **All Providers**

1. Provider agrees to render services in accordance with **Attachment A: Scope of Services** (hereafter "Services"), to this Contract. Provider shall implement the Services in a manner deemed satisfactory to The Children's Trust. Any modification to the Services shall not be effective until approved, in writing, by The Children's Trust and Provider.
2. Provider agrees to document the delivery of services and performance measures, as well as report accurate data and programming information, that 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 consist of programs or services offered to children and families in Miami-Dade County.

### **School-Based Health Providers only**

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

4. Services under this Contract shall be available to all students, upon referral, at the designated school sites regardless of 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 consent for health services, including medical treatment, and compliance with notification of privacy practices. Provider shall secure parental consent for health services. All consent for treatment shall specifically state that all treatment is being rendered by Provider and not by The Children's Trust.
6. Provider shall comply with, and is solely responsible for compliance with, all applicable state and federal laws and regulations for health care related services, including, but not limited to Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164, as may be amended), and Miami-Dade County Public Schools' (M-DCPS) policies and regulations relating to the confidentiality of student records and information. Provider shall provide the parents, or the student who is beyond the age of eighteen (18), the right of access to medical records, as specified in section 228.093, Florida Statutes, and Rule 6A-1.0955, Florida Administrative Code, as may be amended.

7. Provider shall ensure its direct staff assigned to the schools have all appropriate credentials and/or licenses. Upon request from the Florida Department of Health, Provider shall provide evidence of appropriate credentials and/or licenses of all direct staff assigned to the schools.
8. Provider is solely responsible for and may apply for Medicaid reimbursement, third-party billing, or any other type of reimbursement available to patients.

## **C. TOTAL FUNDING**

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 \$5,000.00 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 insurance coverage in accordance with the insurance requirements prescribed in **Section K: Insurance Requirements** of this Contract.

#### **4. Assignments and Subcontracts**

Provider shall not assign this Contract, in whole or in part, to another party.

Provider shall not subcontract any Services under this Contract without prior written approval of The Children's Trust and any change in subcontractors must also receive prior written approval. For Contracts involving direct community services, Provider and subcontractor must be qualified to conduct business in the state of Florida at the time that a subcontractor agreement is executed. The Children's Trust may, at its sole discretion and at any time, withdraw its approval of any subcontractor.

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

judgments and reasonable attorney's fees which may issue thereon, subject to the limitations of section 768.28, Florida Statutes.

## **2. All Other Providers**

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

Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust where applicable, and in the discretion of The Children's Trust, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon.

The United States Health Resources and Services Administration, in accordance with the Federally Supported Health Centers Assistance Act, as amended, and Sections 224(g)-(n) of the Public Health Service Act, 42 U.S.C. § 233(g)-(n), deems qualified Federally Qualified Health Centers to be federal employees for medical negligence liability claims and provides liability protection under the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2672.

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

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

## **F. INTELLECTUAL PROPERTY AND RIGHT TO DEVELOPED MATERIALS**

When funding from this Contract is used to produce original or non-minor alterations and/or enhancements to software designs or methods or techniques, writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature (hereinafter "developed materials"), legal title and every right, interest, claim or demand of any kind in and to any copyright, trademark or patent, or application for the same, in such developed materials will vest in Provider. Notwithstanding the foregoing, Provider agrees to grant The Children's Trust a worldwide, perpetual, royalty-free and non-exclusive license for The Children's Trust to use, duplicate and/or disclose such developed materials, in whole or in part, to others acting on behalf of The Children's Trust,

and other providers funded by The Children's Trust, provided that such use, duplication, or disclosure does not compromise the validity of any developed materials or any copyright, trademark or patent rights thereto. Such license shall not extend to scientific publications. In the event of a dispute, both parties agree to participate in mediation to resolve the matter.

#### **G. INTELLECTUAL PROPERTY LICENSING FEES AND COSTS**

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

#### **H. PUBLIC RECORDS**

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

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

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

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305.571.5700, 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 this Contract, The Children's Trust may avail itself of the remedies set forth in **Sections I: Breach of Contract and Remedies** and **J: Termination By Either Party of this Contract**. Additionally, a Provider who fails to provide the public records as required by law within a reasonable amount of time may be subject to penalties under section 119.10, Florida Statutes. In the event the Provider fails to meet any of these provisions or fails to comply with Florida's Public Records laws, the Provider shall be responsible for indemnifying The Children's Trust in any resulting litigation, including all final appeals, and the Provider shall defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records laws.

## **I. BREACH OF CONTRACT AND REMEDIES**

### **1. Breach**

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

- A. Fails to comply with Background Screening, as required under this Contract or applicable law.
- B. Fails to provide the Services outlined in the Scope of Services, Attachment A, within the effective term of this Contract and to the satisfaction of The Children's Trust.
- C. Fails to correct an imminent safety concern or take acceptable corrective action, as determined by The Children's Trust.
- D. Improperly uses The Children's Trust's funds allocated under this Contract as defined in Attachment B: Other Fiscal Requirements, Budget and Method of Payment, Attachment B or B1: Payment Structure (if applicable), and/or Attachment A: Scope of Services.
- E. Fails to maintain valid and current site licensure as required by the Florida Department of Children and Families for Youth Development K-5 after-school programs.
- F. Fails to furnish or maintain the certificates of insurance required by this Contract or as determined by The Children's Trust.
- G. Fails to meet or satisfy the conditions of award required by this Contract.



- H. Fails to submit, or submits incorrect or incomplete, proof of expenditures to support Services & Activities Management System (SAMIS) disbursement requests or advance funding disbursements; or, fails to submit, or submits incomplete or incorrect, detailed reports of requests for payment, expenditures, or final expenditure reports, including, but not limited to, budgets, invoices, and amendments in SAMIS or any other format prescribed by The Children's Trust.
- I. Fails to submit, or submits incomplete or incorrect, required reports pursuant to the Scope of Services, Attachment A, of this Contract.
- J. Refuses to allow The Children's Trust access to records or refuses to allow The Children's Trust to monitor, evaluate and review Provider's program, including required client data.
- K. Fails to comply with child abuse and incident reporting requirements.
- L. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement.
- M. Fails to correct deficiencies found during a site visit/observation, evaluation or review within a specified reasonable time.
- N. Fails to meet the terms and conditions of any obligation or repayment schedule to The Children's Trust or any of its agencies.
- O. Fails to maintain the confidentiality of client files, pursuant to state and federal laws.
- P. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants and stipulations in this Contract.
- Q. Fails to submit an Annual Financial Statement Audit and a Program-Specific Audit, as applicable, in accordance with **Section O: Records, Reports, Audits and Monitoring** and **Attachment D: Program-Specific Audit Requirements** of this Contract.
- R. Fails to submit an Audit Engagement Letter for either the Annual Financial Statement Audit or the Program-Specific Audit within thirty (30) calendar days after Provider's fiscal year end.
- S. Fails to notify The Children's Trust within thirty (30) calendar days of nonpayment of payroll or other required taxes imposed by the federal government, state of Florida, Miami-Dade County or other authorized taxing entity
- T. Fails to comply with **Section T: Regulatory Compliance, #9: Mandatory Disclosure**.

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

## 2. Remedies

In the event of breach, The Children's Trust will provide written notice to Provider and specify the time period, if any, within which Provider must cure the breach.

If Provider fails to cure the breach within the time frame provided in the written notice from The Children's Trust identifying the breach, The Children's Trust may pursue any or all of the following remedies:

- a. The Children's Trust may, at its sole discretion, issue a written **Performance Improvement Plan (PIP)** for Provider to cure any breach of this Contract, as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.
- b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider and specifying its effective date, at least five (5) business days before said date. On the effective date of suspension, Provider may, at risk of nonpayment from The Children's Trust, continue to perform the Services in this Contract, but Provider shall promptly cease using The Children's Trust logo and any other reference to The Children's Trust in connection with such Services. All payments to Provider as of the date of suspension shall cease, except that at the sole discretion of The Children's Trust, verified requests for payment for Services that were performed and/or for deliverables that were substantially completed prior to the effective date of such suspension shall be rendered. The Children's Trust may also suspend any payments in whole or in part under any other Contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such suspension and specifying the effective date of suspension, which must be at least five (5) business days before the effective date of such suspension. In this event, The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other Contracts for services that were performed and/or for deliverables that were substantially completed, at the sole discretion of The Children's Trust, prior to the effective date of such suspension. 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](mailto: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(s) or license(s).

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

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

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

### **Certificate Holder**

Certificate holder must read:

**The Children's Trust**  
**3150 SW 3<sup>rd</sup> Avenue, 8<sup>th</sup> 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**

Any written notice(s) required by this Contract shall be sent via electronic mail or postal mail for each party appearing on the first page of this Contract. Notices to The Children's Trust shall be marked to the attention of its president/CEO. Notices

to Provider shall be marked to the authorized official identified on page 1 of this Contract. Each party is responsible for advising the other party, in writing, of any changes to responsible personnel for accepting notices under this Contract, electronic address, mailing address, and/or telephone number.

## **N. AUTONOMY**

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

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

### **1. Accounting Records**

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

### **2. Financial Statement Audit**

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

- a. An annual financial statement audit performed by a CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation.
- b. An Annual Financial Statement Audit conducted in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*.
- c. Written communication encompassing the requirements of AU-C section 265, "Communicating Internal Control Related Matters Identified in an Audit."



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

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

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

### **3. Program-Specific Audit**

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

### **4. Audits Submission Method**

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

### **5. Audit Extensions**

Audit extensions may be granted by The Children's Trust upon receipt, in writing, of such request with appropriate justification by Provider and for a period of time

not to exceed sixty (60) calendar days after the initial due date. A copy of the engagement letter, along with the anticipated audit completion date and any concerns from Provider's CPA firm related to the audit must accompany the request. Approved audit extension requests allow for the continuation of payment until such time that the extension expires.

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

## **6. Engagement Letters**

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

## **7. List of Approved Certified Public Accounting Firms**

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

## **8. Access to Records**

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

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

## **9. Program Metrics**

Provider agrees to permit The Children's Trust personnel or The Children's Trust contracted agents/consultants to perform site visits, both scheduled and random

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

### **All other Providers**

Provider shall enter all information required by **Attachment A: Scope of Services and Attachment C: Data Requirements and Program Metrics** directly in Trust Central or any other the 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 HIPAA, that is produced, saved, transferred or received in an electronic form. The Parties shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of their respective operations. Provider maintains that it will use appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI and ePHI that are created, received, maintained, or transmitted.

## **11. Internal Documentation/Records Retention**

Provider agrees to maintain and, upon request of The Children's Trust, provide for inspection by The Children's Trust during regular business hours the following, as may be applicable and subject to applicable confidentiality requirements: (1) personnel files of employees, which include hiring records, background screening affidavits, job descriptions, verification of education and evaluation procedures; (2) authorized time sheets, records and attendance sheets to document the staff time billed to provide Services pursuant to this Contract; (3) daily activity logs and

monthly calendars of the provision of Services pursuant to this Contract; (4) training modules; (5) pre- and post-session questionnaires; (6) all participant attendance records; (7) participant consent and information release forms; (8) agency policies and procedures; and (9) such other information related to Services provision as described in **Attachment A: Scope of Services** and as required by this Contract. In addition to any requirements for retaining records pursuant to Section H, Public Records, Provider shall retain all records for not less than five (5) years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received, and appropriate audits have been submitted to and accepted by The Children's Trust and/or other appropriate agency.

## **12. Confidentiality**

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

## **13. Data Security Obligation**

### **A. Standard of Care**

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

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

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

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

Provider shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use and disclosure of such PII, and shall be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of PII under its control or in its possession. Furthermore, Provider shall be responsible for the actions and omissions of its employees and subcontractors who are authorized to access PII for obligations under this Contract (Authorized Persons) as if they were Provider's own actions and omission. Prior to being given access to PII, Provider shall ensure that Authorized Persons are bound in writing by confidentiality obligations to protect PII in accordance with the terms and conditions of this Contract.

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

3. In recognition of the foregoing, Provider agrees and covenants that it shall:
- a. Keep and maintain all such PII strictly confidential.
  - b. Use and disclose PII solely and exclusively for the purposes for which the PII, or access to it, is provided pursuant to the terms and conditions of this Contract, and shall not divulge, communicate, use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for Provider's own purposes or for the benefit of anyone other than The Children's Trust, without The Children's Trust's prior written consent, which may be withheld at The Children's Trust's sole and absolute discretion.
  - c. Not, directly or indirectly, disclose PII to an Unauthorized Third Party, without express written consent from The Children's Trust, which may be withheld at its sole and absolute discretion. An

Unauthorized Third Party is any person other than an Authorized Person. If any person or authority makes a demand on Provider purporting to legally compel it to divulge any PII, Provider shall: (i) immediately notify The Children's Trust of the demand before such disclosure so that The Children's Trust may first assess whether to challenge the demand prior to Provider's divulging of such PII; (ii) be responsible to The Children's Trust for the actions and omissions of such Unauthorized Third Party concerning the treatment of such PII as if they were Provider's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to PII to execute a written Contract agreeing to comply with the terms and conditions of this Contract relating to the treatment of PII. Provider shall not divulge such PII until The Children's Trust either has concluded not to challenge the demand, or has exhausted its challenge, including appeals, if any.

## **B. Personal Identifiable Information Security**

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

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

1. Encrypting, securing or modifying such PII by any method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
2. Limiting access of PII to Authorized Persons.
3. Securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.
4. Implementing network, device application, database, and platform security.
5. Securing information transmission, storage, and disposal; and implementing authentication and access controls within media, applications, operating systems and equipment.
6. Encrypting PII stored on any mobile media.
7. Encrypting PII transmitted over public or wireless networks.
8. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law, as required by The Children's Trust from time to time.
9. Providing written copies of appropriate privacy and information security training to Provider's employees, as required by and to The Children's Trust.
10. Purchasing and maintaining cyber insurance coverage, in accordance with Section K. 7.
11. Provider shall dispose, or arrange for the disposal, of customer records that contain PII within its custody or control when the records are no longer

required to be retained pursuant to Sections H and O. Such disposal shall involve shredding, erasing or otherwise modifying PII in its control or possession to make it unreadable or undecipherable.

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

### **C. Security Breach Procedures**

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

#### **In the event of a Security Breach, Provider shall:**

1. Notify The Children's Trust of a Security Breach immediately, but not later than forty-eight (48) hours, after Provider becomes aware of it by emailing The Children's Trust with a read receipt at [datasecurity@thechildrenstrust.org](mailto: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 \(FDLE\) VECBS \(Volunteer & Employee Criminal History System\) Program](#). Satisfactory background screening documentation will be accepted from those agencies that already conduct business with either the Florida Department of Children and Families (DCF), the Florida Department of Juvenile Justice (DJJ) or M-DCPS.

In addition:

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



and **Attachment E-4: Background Screening & Personnel File Requirements**, in Provider's personnel, volunteer, and subcontractor files.

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

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

### **School-Based Health Providers only**

All school staff members or sub-contracted agency personnel assigned to work at a site where they have access to children (under 18 years of age) must satisfy Level 2 background screening requirements and comply with all necessary school procedures prior to commencing services within M-DCPS or doing any work for The Children's Trust related to this Contract. Pursuant to section 1012.32, Florida Statutes, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, have direct contact with students, or have access to or control of school funds must meet Level 2 background screening requirements.

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

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

### **All Other Providers**

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

screening and appear on the site should be escorted to their work areas and supervised for the entire time they are present on the site by a member of Provider's staff who has satisfactorily completed a Level 2 background screening.

## **S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES**

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

## **T. REGULATORY COMPLIANCE**

### **1. Nondiscrimination and Civil Rights**

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

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

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

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

### **2. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-Verify)**

Provider is obligated to comply with the provisions of section 448.095, Florida

Statutes, titled "Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by Provider effective, January 1, 2021, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with any individual who is not authorized under federal law to be employed in the United States. Provider must verify work status using E-Verify within (3) business days of date of hire. If The Children's Trust has a good faith belief that a Provider has knowingly violated section 448.09(1), Florida Statutes, The Children's Trust shall terminate its Agreement with the Provider and will not enter into another Agreement or contract with Provider for at least one year after the termination date of the Agreement. This grounds for termination is not considered a breach of this Agreement. If The Trust has a good faith belief that a Provider's subcontractor knowingly violated section 448.09(1), Florida Statutes, but the Provider has otherwise complied section 448.09 and 448.095, the Children's Trust shall promptly notify the Provider and order the Provider to immediately terminate the subcontract. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and the Provider may be liable for any additional costs incurred by The Children's Trust resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Provider, the Provider may not be awarded a contract with The Children's Trust for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

### **3. Public Entities Crime Act**

Provider will not violate the Public Entities Crimes Act, section 287.133, Florida Statutes, which applies to a person or affiliate who is a Provider, consultant or other direct service provider and who has been placed on the convicted vendor list following a conviction for a public entity crime. Such person or affiliate may not: (a) submit a bid on a Contract to provide any goods or services; (b) submit a bid for the construction or repair of a public building or public work; (c) submit bids on leases of real property; (d) be awarded or perform work as a Provider supplier, subcontractor or consultant; and (e) transact any business in excess of the threshold amount provided in section 287.017, Florida Statutes, for certain statutorily defined purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from The Children's Trust's competitive procurement activities.

### **4. Conflict of Interest**

Provider 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](http://ethics.miamidade.gov/library/2016-publications-rqo/sec%202%2011-1%20conflict%20of%20interest%20and%20code%20of%20ethics%20ordinance%20jan16.pdf)). In addition, Provider agrees to:

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

#### **5. Compliance with Sarbanes-Oxley Act of 2002**

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

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

#### **6. Licensing**

Provider (and subcontractor, as applicable,) shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurances, permits and accreditations required by the state of Florida, Miami-Dade County, relevant municipalities, The Children's Trust or the federal

government. Provider must be qualified and registered to do business in the state of Florida both prior to and during the Contract term with The Children's Trust.

## **7. Incident Reporting**

An incident is defined as any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a child participating in the program. Reportable incidents include, but are not limited to, allegations of abuse, neglect or exploitation of a child; injury of a participant; missing child or abandoned child; loss of property use for the program; or destruction of property used in the program. Incident definitions can be found on the sample incident report form located on The Children's Trust's website.

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

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

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

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

## **8. Sexual Harassment**

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

## 9. Proof of Policies

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

## 10. Mandatory Disclosure

Provider shall disclose to The Children's Trust all administrative proceedings, active investigations and legal actions (collectively referred to as "Actions") that it is a party to, related to any program funded by The Children's Trust upon becoming aware of any such Actions including, but not limited to, financial fraud, misuse of funds, child abuse, data breach, or of confidentiality violations that may lead to potential civil or criminal liability. To the extent feasible, the Provider shall notify its assigned program manager within twenty-one (21) days of the Provider becoming aware of such Actions. Failure to comply with this requirement could be deemed a material breach of this Contract, as determined at the sole discretion of The Children's Trust. Additionally, The Children's Trust, at its sole discretion, will determine whether such Actions could have an adverse impact on the Provider's ability to deliver the contractual services and whether to terminate this Contract.

## U. CONSENT

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

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

## V. PROGRAMMATIC DATA REPORTING

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

## W. MARKETING & PUBLICITY

Provider shall publicize that it has been awarded funding by The Children's Trust. Good quality photos/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](mailto: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](http://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](http://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 finanse yon pati nan**[Pwogram Sa-a]**..."

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

Provider, when appropriate, shall promote with the families and community they serve other Trust funded initiatives that include, but are not limited to, The Children's Trust Book Club and the Parent Club.

### **1. COMMUNICATION WITH MEDIA/NEWS OUTLETS**

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

### **2. VIDEO**

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

### **3. SOCIAL MEDIA**

Providers that maintain social media accounts are encouraged to:

- a. Post an update on its social media accounts (e.g., Facebook, Twitter, Instagram, etc.) announcing it has been awarded a funding Contract by The Children's Trust, and tag The Children's Trust's profile on those social media networks. If The Trust does not have a profile on a particular social media network, the post should link back to [www.thechildrenstrust.org](http://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

- a. 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 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](mailto: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.

**PROVIDER NAME**  
**MIAMI-DADE COUNTY, FLORIDA**

By: \_\_\_\_\_

(Signature of Authorized Representative)

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

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

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

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

By: \_\_\_\_\_

(signature)

**James R. Haj**

**President and CEO**

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

**This Contract is not valid until signed by both Parties.**