



Children's Board
HILLSBOROUGH COUNTY

www.ChildrensBoard.org

REQUEST FOR PROPOSALS (RFP)

LEVEL (3) LEADING GRANT

SUMMER SERVICES ENHANCEMENTS

RFP Designation Number: PRO 2024 – 07

Release Date: 12/21/2023

Amount Per Proposal: - Up to \$30,000 for more than 40
children/youth served
- Up to \$20,000 for 25 - 40
children/youth served

Total Grant Allocation: \$500,000

Contract Start Date if Awarded: 05/13/2024

Information Video available 1/11/2024 on CBHC website.

Rebecca Bacon, Executive Director
Robin Wright DeLaVergne, Board Chair

Written Proposer questions may be submitted to:
CBHCFundingRelease@ChildrensBoard.org
Use RFP Designation number in subject line.

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ABOUT HILLSBOROUGH COUNTY

According to the most current American Community Survey, the total population in Hillsborough County, Florida is 1,513,301, of which almost 6% are children under five (5) years of age, and 21.5% are children under eighteen (18). In addition, 53% of the population is white (not Hispanic or Latino), 31% is Hispanic, and 16% is Black or African American.

ABOUT THE CHILDREN'S BOARD

BACKGROUND

In 1988, Hillsborough County residents agreed that improving supports and services to our county's children and families was a major priority for our community's future. Thus, the Children's Board was established in 1989 as a Special Taxing District allowing a levy not to exceed 50 cents per \$1,000 of the assessed property tax.

Strategic investments in the community include developing local prevention and early intervention services; convening community partners to work on outcomes that improve the lives of children and their families; and providing venues for community engagement and advocacy.

The Children's Board is committed to funding opportunities through strategic grant development principles, leveraging strategies and catalyzing the research with community perspective to promote wellness, learning, professional development, and enhance service delivery systems.

VISION

Hillsborough County will be recognized as one of the top places in the nation to raise children.

MISSION

The Children's Board invests in partnerships and quality programs to support the success of all children and families in Hillsborough County.

CORE VALUES: Integrity - Excellence - Team Work - Respect

FUNDING PLATFORMS: The Children's Board of Hillsborough County has established four main levels of funding platforms to support its strategic focus areas:

- Level (1) - Investment Grants;
- Level (2) - Uniting Grants;
- Level (3) - Leading Grants; and
- Level (4) - Technical Assistance Grants.

FOCUS AREAS

Children are Healthy and Safe

Children are Developmentally on Track

Children are Ready to Learn and Succeed

Family Support

Additional information may be accessed on the website at www.childrensboard.org.

2023 COMMUNITY IMPACT

The Children's Board works in partnership with Hillsborough County BOCC and funded programs to evaluate the impact of summer services provided to children and families. We assess overall performance within a Results-Based Accountability framework by measuring:

How much did we do;

How well did we do it; and

Is anyone better off?

The following are select results from 2023 summer performance efforts which served 151 children:

1. STEM – Programs provided a total of 150 hours of STEM related activities.
2. Safety – 84% of youth increased their knowledge of safety practices.
3. Character Development – 98% of youth demonstrated increase knowledge of positive social skills by the end of the summer.
4. Fitness – 147 youth participated in physical fitness activities including, team sports, competitions, and nutrition classes.
5. Literacy – 237 books were read and 4,576 hours were spent reading.
6. Art – 97% of youth increased their knowledge of the arts through visual arts, craft projects, fashion design, clay pottery, and dance lessons.

SECTION ONE – BACKGROUND INFORMATION

1 STATEMENT OF PURPOSE

The Children’s Board of Hillsborough County (CBHC) approved the release of this competitive Level (3) Leading Grant Request for Proposals (RFP) as new funding in the final FY 2023-2024 budget.

The purpose of this RFP is for CBHC funding to support one-time enhanced services at existing summer programs operating in Hillsborough County to provide additional resources. The focus are underserved children and youth who did not participate in 2023 summer programs.

Existing summer programs may be enhanced by opportunities for children/youth enrolled to receive services by highly qualified content experts in six service areas:

1. *Safety (to include swim lessons or water safety education);*
2. *Literacy (reading, language arts and writing only);*
3. *Science, Technology, Engineering and Math (STEM);*
4. *Character Development (may include financial literacy);*
5. *Fitness/Nutrition; and*
6. *Arts (visual or performing).*

Failure to include all six service areas to serve all children/youth proposed in the submission will result in disqualification.

CBHC Priority Populations:

- Families with children/youth within any age range between six (6) to fourteen (14) years of age and inclusive of children with varying abilities.

Geographic Focus:

- The summer program is offered in one or more specific region(s) or neighborhood(s) in Hillsborough County.

Contract Term: If awarded, funding will start May 13 , 2024 and go through the last day of the scheduled program (not to exceed August 2, 2024) for which CBHC funds are being utilized. The contract is NOT subject to renewal.

The Children’s Board releases funding opportunities each year based on revenue projections, contract terms ending, and Board approval. Currently, the CBHC is **not** seeking to fund the following services, organizations, locations or target populations:

- Charter Schools
- Private Schools;
- **Full-time** other vendor services;
- **Full-time** salaries;

- Camp administrators or grant writers;
- Staff or vendors that are not content experts in the six primary service areas;
- School-based programs that collect School Readiness funds for children enrolled;
- Occupancy costs;
- Stipends for volunteers;
- Prepaid “gift” cards;
- Computer hardware or other technology updates;
- Scholarships or payments per slots;
- Transportation outside of Hillsborough County or to and from home to program sites;
- Costs to be paid by other sources (including registration fees);
- Program sites that have a Class One Violation from Child Care Licensing;
- Breakfast and Lunch; or
- Virtual programming.

SPECIAL NOTES:

- Refer to American Disabilities Act: <https://adata.org/factsheet/ADA-overview>.
- Funding will not be re-released; this will be the only opportunity to apply.
- Proposers may submit more than one proposal if summer programs will be provided in distinct geographic locations.

1.1 GENERAL REQUIREMENTS

- Read Relevant Governing Board Policies in **Appendix (#1)**.
- CBHC funding or resources shall not be used to supplant funding for activities which other local, state, or federal governmental agencies are obligated by statute, administrative rule, or local ordinance to support.
- CBHC accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of such Proposal. Such expenses shall be borne exclusively by the Proposer.
- Services and resources funded by the CBHC are available to all families and children who are eligible for services and resources, as determined by the funded agency’s program eligibility and admission criteria.
- Any CBHC Grantee deemed out of compliance with contractual obligations may be ineligible for CBHC funding.
- If awarded, grantees will ensure they are informed and comply with federal, state, and local requirements for:
 - Background screening and childcare - Refer to <http://www.myflfamilies.com>. PROVIDER must be able to submit a payment invoice as proof of the most recent level two background screening for all personnel who have contributed

their time to a CBHC funded program, including volunteers, vendors or those indicated in the "Other Vendor Services" line of the budget providing direct service to clients and any employee whose pay has been funded, wholly or in part, by CBHC.

- If awarded, grantees will be responsible to register with and use an E-Verify system, to ensure compliance with E-Verify requirements, and verify the work authorization status of all employees upon award of Children’s Board of Hillsborough County funding as referenced in Florida Statute s. 448.095.

1.2 RESTRICTED COMMUNICATIONS

Communication with Children's Board personnel, Community Review Team members, and/or CBHC Governing Board members regarding this Request for Proposals, from date of release through Board review or approval may result in disqualification of the proposal.

1.3 PROCESS TIMELINE – DATES ARE SUBJECT TO CHANGE

<i>DEADLINE / DUE DATE</i>	<i>ACTIVITY</i>
01/11/2024	<u>Information Video – Available on the website:</u> www.childrensboard.org <i>See Funding Opportunities.</i>
1/23/2024	Written Proposer Questions
1/30/2024	Final Answers to Questions posted on CBHC website
2/16/2024 by 4:00 p.m.	Proposal Submission
Week of 3/4/2024	Community Review Team Session(s)
To Be Determined	Questions for Recommended Proposer(s)
3/28/2024	Board Review for Approval of Funding Recommendation(s)
5/13/2024	If awarded: Contract Start Date

1.4 DATA COLLECTION AND MEASUREABLE OUTCOMES

If awarded, Grantees will be required to collect and submit demographic data located in **Appendix (#3)** for all participants served. In addition, Grantees will work together with Children’s Board staff in the evaluative effort to prepare a Matrix/Work Plan that will be included in the contract and guides program performance for the following outcomes:

1. Demographic composition of children/youth enrolled in the summer program.
2. 80% of children/youth will remain engaged in summer programming.
3. 80% of children/youth served will increase their knowledge of safety practices.
4. 80% of children/youth will increase their skills or knowledge in science, technology, engineering, or math.
5. 80% of children/youth will demonstrate increased knowledge or behavior in positive social skills.
6. 80% of children/youth will actively participate in physical activity.
7. 80% of a minimum of children/youth will engage in reading and writing activities.
8. 80% of children/youth will demonstrate increased knowledge in the Arts.
9. 80% of parents/caregivers will express high levels of satisfaction with summer programming.

1.5 BUDGET

Expenses should only be included the budget that directly relate to producing outcomes. Please refer to the Budget Instructions for Summer Funding (**Appendix #4**) to develop the budget summary, salary detail, and budget narrative.

SPECIAL NOTES:

The following three Summer Services recipients from 2023 will receive year two/final summer grant in 2024 and do not need to apply:

- FAMILY ENRICHMENT CENTER, INC.- Summer STEAM-sational
- HOUSING AUTHORITY OF THE CITY OF TAMPA-Summer at the Oaks
- REDEFINERS WORLD LANGUAGES-Summer Spanish Language and Technology

END OF SECTION ONE

SECTION TWO – PROPOSAL CONTENT AND SUBMISSION

2. COVER SHEET ATTACHMENT (#1) (6 POINTS) - REQUIRED

Submit a completed Cover Sheet, **Attachment (#1)**. There must be two distinct, original signatures for the Agency Official and the Board Chair on the original submission.

Failure to provide a signed original cover sheet may result in disqualification.

2.1 NARRATIVE GUIDELINES

The Narrative must include the following information and cannot exceed **(6)** pages (excluding the Cover Sheet and required and/or other applicable attachments).

2.1.1 ORGANIZATIONAL OVERVIEW (10 POINTS)

- a) Include the organization's Mission Statement,
- b) Brief description of experience and number of years operating a **summer program**;
- c) Briefly description of qualifications for management and finance staff, include if they are paid employees, volunteers, or contracted personnel;
- d) Name formal designations, licensures or accreditations for your organization;
- e) Provide an example of how the organization ensures equal opportunity to employ staff, recruit volunteers, and recruit Board members based on demographic populations served.
- f) Describe software or tools utilized to collect, track, and report both demographic information and measurable performance outcomes;
- g) Describe organization's internal quality assurance procedures for managing grant funding by describing resources available in the following areas:
 - a. Contract compliance;
 - b. Meeting reporting deadlines; and
 - c. Fiscal accountability.
- h) Disclose any history of contract cancellation, filing of bankruptcy, lawsuits against the organization or its predecessor organization(s).

2.1.2 FINANCIAL CAPABILITY (10 POINTS)

- a) List current AGENCY revenue sources (earned revenue, family fees, development efforts, fundraising, endowment, membership/program fees, or other grants);
- b) Briefly describe the financial procedures utilized and the accounting control system implemented to assure compliance with generally accepted accounting principles, laws, rules, and regulations applicable to your organization;
- c) Indicate if the organization has written financial policies and procedures and provide an example of how one is used in daily operations for managing grants; and

- d) Disclose cash reserve amount and how organization plans to sustain a reserve amount for up to 2 months of the proposed budget to pay for and invoice CBHC; and
- e) Disclose what if any fees are charged to families per week.

2.1.3 STATEMENT OF NEED AND POPULATION TO BE SERVED (15 POINTS)

- a) Clear description of the population and ages proposed to be served;
- b) Indicate how will funding enhance the existing program; and
- c) Detail evidence from families, local data or community partners that supports the **need in Hillsborough County**.

SPECIAL NOTES:

- Background data and statistics should not be requested from the School District of Hillsborough County and under no circumstances should individual schools be contacted for data.
- Should the Proposer require any background data or statistics in support of a proposal, this information should be obtained from publicly available data sources, such as the following website from the Florida Department of Education (FDOE): <https://edudata.fldoe.org/>.

2.1.4 SUMMER PROGRAM MODEL (20 POINTS)

- a) Include a camp schedule **overview** for a typical camp week;
- b) Describe how the program will accommodate children with varying abilities;
- c) Describe how linguistic and culturally competent services will be provided;
- d) Include strategies to both engage and retain children/youth/families in services; and
- e) Describe the meal plans that will be available without CBHC funding.

END OF PROPOSER NARRATIVE

2.2 ADDITIONAL PROPOSAL ATTACHMENTS (#2 THROUGH #7)

2.2.1 ACTIVITY AND VENDOR SUMMARY – ATTACHMENT (#2) (10 POINTS) REQUIRED

The Activity and Vendor Summary should not exceed three pages. For each service area, indicate content expert(s) as vendor or proposer staff. If applicable, only list anticipated educational field trips and type of transport for which you are requesting CBHC to pay for.

SPECIAL NOTES:

- All six services should not be performed by any sole Proposer or Vendor.
- More than one vendor per service area may be included to serve different age groups.
- Communicate with potential vendors before including them in Proposals.
- Vendors must be legally operating in the state of Florida, comply with background screening and have liability insurance.

2.2.2 BUDGET – ATTACHMENT (#3) (20 POINTS)

Proposals for time-limited grants will be considered based on number of children enrolled:

- Up to \$30,000 for more than 40 children/youth served; or
- Up to \$20,000 for 25 - 40 children/youth served.

The budget should only request what is needed to meet the measurable outcomes. Appropriate expenditures may include, but are not limited to, grade-specific activity books, educational materials, activity supplies, educational field trip costs, snacks for participants only or food for parent engagement events, t-shirts (only if branded with the Children's Board and Board of County Commissioners name or logo), and/or use of specialized staff, instructors, or vendors to address the six primary service areas. For additional instructions please refer to **Appendix (#4)**.

Complete and submit the required budget for the period of **May 13, 2024 to the last day of scheduled program**, using the excel file posted with the release which includes three (3) tabs:

- Tab (1) – New Program Funding Budget Summary,
- Tab (2) – Salary Detail
- Tab (3) – First Year Budget Narrative

SPECIAL NOTES:

- **Do not change or alter the excel form.**
- Unallowable expenses included in the budget are subject to removal and the overall budget may be reduced if Proposer is recommended for funding.

2.2.3 BOARD OF DIRECTORS – ATTACHMENT (#4) (3 POINTS) REQUIRED

Complete the template provided.

SPECIAL NOTE: This list will not be shared or used to solicit donations.

2.2.4 PARENT / CAREGIVER SURVEY – ATTACHMENT (#5) (6 POINTS) REQUIRED

The utilization of a parent/caregiver satisfaction survey is required for all children enrolled in summer programming. Attach a draft of the survey you are proposing to use with the submission. No template has been provided.

2.2.5 LETTER(S) OF SUPPORT – ATTACHMENT (#6) (NO SCORE) OPTIONAL

Up to THREE letters per proposal may be applicable, no template provided, only if services proposed include:

- Operating any part of the program in locations (that are not owned or leased by Proposer).

Letter(s) must be:

- On official letterhead indicating space provided for 2024 program; and
- Signed and dated by an Authorized Official.

If proposed programs are in Hillsborough County Public School (HCPS) sites, a School District of Hillsborough County letter of support is NOT required at time of Proposal submission. Grantees will:

- Be subject to negotiation upon receipt of funding notice pending the confirmation of approved school sites;
- Receive final approval from HCPS to operate the school-based summer program even if there is a recommendation of award by the Children’s Board;
- Follow all HCPS procedures and policies, such as, but not limited to, those related to business, privacy, security, and programmatic concerns;
- Follow the HCPS Summer Calendar and Grantees will not offer services at school sites when schools are closed;
- Receive final approval from HCPS and CBHC to redirect Proposers to other similar schools;
- Agree to age appropriate and developmentally appropriate services based on standards from the Florida Afterschool Network; and

SPECIAL NOTE:

HCPS and the Children’s Board reserve the right to deny a recommended or awarded program if there is a duplication of services (to include existing HCPS out of school time summer program); school closures, conflict with existing initiatives or operations; the school is no longer able to accommodate the program; or as a result of other federal, state, or local requirements.

2.2.6 AUDITED FINANCIAL STATEMENTS –ATTACHMENT (#7) (NO SCORE) REQUIRED

Submit **ONE copy** of the agency's most recent audited financial statements. Agencies that have never received an audit or does not have a current audit must submit:

- Most recent, complete set of Annual Financial Statements that have been reviewed and approved by the organization's Board of Directors. They must be signed by the Board Chair and notarized to include:
 - Income Statement
 - Statement of Cash Flow
 - Statement of Changes in Equity
 - Notes to the Financial Statements

2.3 SUBMISSION INSTRUCTIONS

Submission must include:

- **ONE complete original** of the Proposal Submission (with original signatures).
- **FOUR black and white copies**, including attachments.
Exception: Submit only (1) copy of Audited Financial Statements, Attachment (#7).
- DO NOT bind original or copies, only use staples or paper clips.
- **ONE electronic version** of the Proposal Submission in its entirety on a USB drive in .pdf format EXCEPT for Budget. Budget on USB drive should be in Excel format.

Formatting:

- Organize Proposal Narrative using the **same RFP section numbers, titles, and letters**;
- Use (12) point font size consistently throughout document; and
- All submission pages must be one-sided, single-spaced and numbered, **except Audit or Annual Financial Statement.**

Proposals **will not** be accepted by e-mail. Please mail, hand deliver, or courier proposals before **4:00 p.m.** (Children's Board Lobby Clock) on **2/16/2024** to:

*Children's Board of Hillsborough County
1002 E. Palm Ave., Tampa FL 33605
Attention: Programs Procurement Manager*

Failure to comply with the submission instructions above may result in disqualification.

2.4 APPENDIX DOCUMENTS ARE FOR INFORMATION ONLY

1. Relative Governing Board Policies
2. General Terms and Conditions
 - * Sections 14 b/d/g will be waived for FY2024 Summer Services Grantees
3. Required Demographic Data
4. FY2024 Summer Funding Budget Instructions
5. Community Review Team (CRT) Scoring Criteria

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1. RELATIVE GOVERNING BOARD POLICIES

1.1 FUNDING ELIGIBILITY

Proposers eligible for funding include not-for-profit corporations and governmental organizations legally operating in the state of Florida.

By statute Section 125.901, Florida Statutes, as it existed prior to October 1, 1990, the CBHC Board will not provide funding to programs or agencies that are under the exclusive jurisdiction of the School District of Hillsborough County. However, the Board may fund services through other organizations which are coordinated with and complement the services provided by the School District of Hillsborough County, and such services may be provided on sites owned or administered by the School District of Hillsborough County.

Funding may be provided for programs through faith-based or religious organizations if the program serves a secular purpose and if the principal or primary effect of the program is one that neither advances nor inhibits religion. Additionally, the program must not require worship or religious instruction activities as a condition of participation. All agencies funded by the Children's Board will be required to meet the same high level of professional standards and quality assurance measures.

1.2 SPECIAL FUNDING PARAMETERS

CBHC funding or resources shall not be used to replace funding for activities for which other local, state, or federal governmental agencies are obligated by statute, administrative rule, or local ordinance to support, except in the following instances:

- The Board will consider funding of health services (and other services of a preventive nature) provided that a determination is made by the CBHC Executive Director that these services cannot be funded through other agencies established to provide them. In those cases where the Board may fund such services, a plan to obtain funding from other appropriate sources at the earliest possible time will be formulated by the provider agency and approved by the Board.
- The Board will not fund academic and recreational activities unless a determination is made that these services cannot be funded through other agencies. In those cases where the Board may fund such services, a plan to obtain funding from other appropriate sources at the earliest possible time will be formulated by the provider agency and approved by the Board.
- The Board will not provide programmatic funding for real property acquisition or building construction.
- Agencies applying for funding or currently funded by the Children’s Board may not reduce or redirect funding from another source either in anticipation of, or as a consequence of, receiving funding from the Children’s Board without the prior approval of the Board. However, the Children’s Board encourages funded programs

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to develop other sources of funding from both public and private entities, including corporate support and individual contributions.

1.3 STAFF AFFILIATION WITH OTHER AGENCIES

No member of the Children's Board staff will serve as a Board member of any agency funded by the Children's Board. Staff may serve as non-voting consultants to such agencies for the purpose of providing technical assistance with the approval of the Executive Director of the Children's Board. CBHC staff already serving on governing bodies of agencies which make a proposal for funding to the Children's Board will take a leave of absence until a decision is made regarding the proposal. If funding is approved, the CBHC staff member concerned must resign membership on the governing authority. No CBHC staff member will accept any compensation from an organization funded by the Children's Board.

1.4 UNIVERSAL ACCESS TO CHILDREN’S BOARD FUNDED SERVICES AND RESOURCES

Services and resources funded by the Children’s Board are available to all eligible families, as determined by the funded agency’s admission criteria.

2. STANDARD CONDITIONS FOR PROCUREMENT

2.1 EQUAL OPPORTUNITY AND NONDISCRIMINATION

The Children’s Board encourages the participation of minority, faith-based, and grassroots organizations in all contracts. No person or legal entity will be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any Children's Board procurement on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, national origin, or on any other protected status basis that would be in violation of applicable federal or state anti-discrimination laws. The Grantee shall not discriminate in providing services on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, national origin, or on any other protected status basis that would be in violation of applicable federal or state anti-discrimination laws.

2.2 NO ORAL INTERPRETATIONS

Responses, interpretations, explanations, corrections, and changes in this Request for Proposals will only be made by written answers to Proposers' questions submitted prior to the deadline for such questions and/or by addendum. Interpretations, explanations, corrections, and changes of the Request for Proposals made in any other manner, or communicated orally by

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Children's Board staff will not be binding on the Children's Board and Proposers shall not rely upon them.

2.3 QUESTIONS FROM PROPOSERS AND CHILDREN'S BOARD'S RESPONSE

All responses to Proposers' questions about the Request for Proposals will be in writing. Questions and answers will be posted on the CBHC Website. Should any questions or responses require revisions to the Request for Proposals, such revisions will be by addendum only, and posted on CBHC Website.

2.4 ADDENDUM AND INCOMPLETE PROPOSALS

Proposers are responsible for complying with any addendum issued. FAILURE TO RESPOND TO ANY ITEM, INCLUDING ANY REQUESTED INFORMATION, OR FAILURE TO FOLLOW THIS PROCUREMENT DOCUMENT MAY RESULT IN THE SUBMISSION OF AN INCOMPLETE PROPOSAL AND MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL FROM FURTHER CONSIDERATION.

2.5 RIGHT TO SEEK AND CONSIDER CLARIFYING INFORMATION

The Children's Board may seek clarifying information regarding any Proposal. Such clarifying information shall be provided by the Proposer in writing.

2.6 REJECTION OF PROPOSALS OR PROPOSERS

The Children's Board reserves the right to reject any Proposals with or without cause, to waive technicalities or informalities, and/or to accept a Proposal which best serves the interests of the Children's Board as described in this procurement document.

Any Proposal determined to be non-responsive to any specification or requirement of this RFP document, including instructions governing submissions of Proposals, may be disqualified without evaluation.

Proposers who violate the provisions of this procurement document may be rejected from the selection process.

2.7 COST REIMBURSEMENT PAYMENTS

Grantees will be paid on a cost reimbursement basis. This will require applying organizations to have the financial resources with evidence of two (2) months of available reserves to pay operating expenses of the program prior to receiving payment from CBHC.

2.8 CHILDREN'S BOARD'S CONTRACT

By submitting a Proposal, the Proposer agrees if an award is offered, the agency will perform the Services to contract specifications. The Proposer will, upon such selection, execute a

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standard CBHC contract for program Services. Execution of the contract will be contingent on availability of funds and Board approval.

2.9 AWARD OF CONTRACT

The contract for Services will be awarded to the organization submitting a Proposal that is determined to be best aligned with the desired outcomes of the Children’s Board. No contract shall exist between the Children’s Board and the selected organization until the written contract is signed by the Children’s Board and the selected organization. The Children’s Board reserves the right to negotiate the revision of the Scope of Services with the successful Proposer(s) as deemed necessary to meet the desired outcomes. The Children’s Board reserves the right to award different elements or components to different Proposers as determined to meet the intent of the RFP. Awards are not based solely on scores from the Community Review Team. The Children’s Board also considers its priority populations, available funds, and/or local data driven community needs for families and their young children.

2.10 PROHIBITIONS ON PROPOSERS WHO ARE FORMER CBHC EMPLOYEES AND BOARD MEMBERS

For a period of two (2) years from the date a Children’s Board employee or Board member ceases his/her employment or Board member duties with CBHC, the CBHC will not award a consulting or services contract to that individual.

EFFECTIVE UPON AWARD

FY 2023 – 2024

STANDARD CONTRACT - COST REIMBURSEMENT

1. Services and Findings: The PROVIDER will provide for the residents of Hillsborough County the services described in Attachment 1, Scope of Service, Service and Performance Objectives (hereafter “Services”). The CHILDREN'S BOARD finds it to be in the public interest to provide children's services through the PROVIDER for the residents of Hillsborough County who need such services. Pursuant to Section 125.901, Florida Statutes, as it existed prior to October 1, 1990, the CHILDREN'S BOARD finds it has authority to allocate and provide funds to PROVIDER. The CHILDREN'S BOARD finds that the best interest of the public will be served by entering into an agreement with the PROVIDER.

If a Matrix/Work Plan has been approved by the CHILDREN'S BOARD for this Agreement, the Matrix/Work Plan will describe the program and evaluation design to include activities, responsible parties, indicators, data sources and data collection necessary to meet outcomes. The Matrix/Work Plan for this Agreement, if any, shall state Agency's name and the Program's name as described on Attachment 1, Scope of Service, Service and Performance Objectives; (1.1.) Result Area(s) and (2.) Outcomes. The Matrix/Work Plan will serve as a current work plan for the Services. Parts of the Matrix/Work Plan may be modified only as described in paragraph (5f.)

2. Service Area: PROVIDER will maintain service sites which are accessible and convenient to the clients. PROVIDER will advise the CHILDREN'S BOARD in writing prior to any change in the location of service sites designated in paragraph (3.) Service Area, on the Agreement Cover Sheet.

If a Matrix/Work Plan has been approved for this Agreement, and if the Matrix/Work Plan describes the location of service sites, the location of service sites may be modified only as described in paragraph (5f.)

A PROVIDER or a Sub-contractor of a PROVIDER serving in designated zip codes or neighborhoods through a “Place Based Initiative” may serve residents of Hillsborough County residing outside of those designated areas only when providing Outside-Area Emergency Services, which are Services reasonably necessary to help avoid a potentially serious risk to a person's health, safety, or welfare; or to help alleviate the effects of an event or incident that seriously affected a person's health, safety, or welfare. As reasonably possible the PROVIDER must submit an Out of Scope request to the CHILDREN'S BOARD for prior approval.

3. *Term: PROVIDER will perform the Services during the period designated in paragraph (6.), Term, on the Agreement Cover Sheet. This Agreement will terminate at midnight on the last date designated in paragraph (6.), Term, on the Agreement Cover Sheet unless extended for an additional period by the CHILDREN'S BOARD based on written request from the PROVIDER and written confirmation of approval prior to termination. If the CHILDREN'S BOARD elects to extend this Agreement, in each extension the CHILDREN'S BOARD may increase or decrease the amount of the contract award or extend the term, at no additional amount. Any PROVIDER budget that lapses more than 5% may not be eligible for annual contract amount increases approved by the Board.

4. Payment: To receive payment, PROVIDER must perform the Services to the reasonable satisfaction of the CHILDREN'S BOARD and provide proof of the same.

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To receive payment, PROVIDER must complete, certify and submit to the CHILDREN'S BOARD:

- a. *The CHILDREN'S BOARD Reimbursement Request Forms, as appropriate, which, if received by 5:00 p.m. on Friday, the payment may be released (under normal operating conditions) on the following Friday.
- b. *Other reports and information requested by the CHILDREN'S BOARD, including those reports listed in Attachment (1), Scope of Service, Services (2.), and Reporting (3.). PROVIDER employees paid whole or in part by the CHILDREN'S BOARD may be required to submit remote work detail logs in the event their responsibilities are re-directed under crisis circumstances or are unable to report to their normal place of business.
- c. The CHILDREN'S BOARD will reimburse the PROVIDER for services provided and expenditures incurred and paid. Services must be provided in and items purchased must be received during the contract period. Reimbursement will be made according to the line item budget described in Attachment (2), Budget. The CHILDREN'S BOARD will not reimburse the PROVIDER for any expenditures in excess of the amount budgeted by line without prior written approval or notification as described in paragraph (5d.) and (5e.)

5. Modifications and Required Notifications:

a. General Requirements: Except for modifications made in accordance with the requirements of this paragraph (5) and that do not materially modify the Services, this Agreement may only be amended or modified in writing. The PROVIDER may not rely on any verbal directive of any employee or agent of the CHILDREN'S BOARD which amends or modifies any part of this Agreement. No course of conduct by employees or agents of the CHILDREN'S BOARD will act as a waiver of any part of this Agreement and the CHILDREN'S BOARD will not be prevented from raising as a defense that the provisions of this Agreement have been amended or modified by verbal directions or by the acts or omissions by employees or agents of the CHILDREN'S BOARD.

b. Modifications Requiring Prior Approval by the CHILDREN'S BOARD: The PROVIDER must obtain the prior written approval of the CHILDREN'S BOARD to:

i. Change the number or assignments of staff providing the Services or the percent of time individual staff members spend performing the Services or administering the program funded by this Agreement. Staff resignations must be reported to the CHILDREN'S BOARD as soon as the agency has received notice of separation from employment. If a Matrix/Work Plan has been approved for this Agreement, and if the Matrix/Work Plan describes the staffing information in this sub-paragraph, such information may be modified only as described in paragraph (5f.)

ii. Expend funds in a manner or an amount that is inconsistent with the Budget or increase or decrease the Budget by an amount in excess of the amounts described below in the sub-paragraph (e.i.) entitled Budget Modifications Requiring Notification.

c. Modifications and Performance or Contract-related Events Requiring Notification: Subject to the other provisions of this paragraph and the rights of the CHILDREN'S BOARD under this Agreement, including, but not limited to, its rights under paragraph (15), Performance, the PROVIDER will notify the CHILDREN'S BOARD in writing as soon as reasonably possible either before or after any of the following occurs:

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(1) Services are not initiated on the date of commencement described in this Agreement, or the PROVIDER knows that the Services will not begin or continue on the date specified herein, whichever occurs first;

(2) the work of an assignee or sub-contractor ceases or materially changes;

(3) if the CHILDREN'S BOARD has authorized the PROVIDER to assign or sub-contract a portion of the Services, the PROVIDER will furnish a copy of the assignment or sub-contract to the CHILDREN'S BOARD;

(4) funds from other sources which were budgeted to provide the Services are not available in the amounts or at the times planned;

(5) the PROVIDER obtains funds to provide the Services in addition to those which were budgeted or the PROVIDER becomes aware of additional funds from other sources that are available to provide the Services;

(6) the PROVIDER does not provide the scope or level of Services planned;

(7) employees working in the program are terminated, reassigned, or resign;

(8) the program is or may be adversely affected by any other situation or event including any media coverage, public inquiry, or regulatory inquiry, citation, or action against PROVIDER that may impact PROVIDER or services;

(9) fixed assets are: (i) moved to a location other than the location or locations described in this Agreement; or (ii) used to provide services, functions or in activities not described in this Agreement; or (iii) used in a program not described in this Agreement; or (iv) lost, stolen, or in a condition that prevents their use as described in this Agreement;

(10) cancellation or revision to the PROVIDER'S insurance applicable to the performance of the Services;

(11) a written complaint by any person receiving Services funded in whole or in part by this Agreement, except that written notification to the CHILDREN'S BOARD must be given within (5) days after PROVIDER'S receipt of the complaint;

(12) the PROVIDER'S Governing Board or Executive Director changes. If the PROVIDER has a website, the PROVIDER agrees to list their Governing Board and Executive Director on their website;

(13) any change to information listed on Attachment (5): Addresses change; and

(14) any agency or subcontractor cyber-attacks, data or security breaches, or disruption to data backup procedures/systems.

Although the foregoing Modifications or Events do not require the prior approval of the CHILDREN'S BOARD, if the CHILDREN'S BOARD is notified by the PROVIDER or if the CHILDREN'S BOARD determines through inspection, review, or other means that any of the Modifications or Events have occurred or are about to occur, and the CHILDREN'S BOARD determines in its sole discretion that such Modifications or Events jeopardize the successful performance of the Services, the safety of clients or their families, or others; or the proper use of funds received from the CHILDREN'S BOARD, then the CHILDREN'S BOARD may exercise any of the remedies set forth in paragraph (15-16).

Proposed modifications other than those permitted in this paragraph (5) may be required by the CHILDREN'S BOARD in accordance with the CHILDREN'S BOARD's Policies.

d. Budget Modifications Requiring Prior Approval - General Conditions: The PROVIDER may request to make budget modifications during the fiscal year in accordance with this Agreement and the CHILDREN'S BOARD'S procedures and forms. The PROVIDER must obtain the prior written approval of the CHILDREN'S BOARD to change the budget in excess of the limits described in subsection e. Budget Modifications Requiring Notification below. A request for modification must be received by the

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CHILDREN'S BOARD at least ninety (90) days prior to the end of the Agreement.

e. Budget Modifications Requiring Notification: Subject to paragraph (ii) below, PROVIDER is authorized to adjust the budget as follows without the prior approval of the CHILDREN'S BOARD:

- i. Subtotal line items may be increased or decreased up to \$500 or 10%, whichever is greater.
- ii. No single subtotal line item may be increased or decreased more than once each year without prior written CHILDREN'S BOARD approval.

f. Matrix/Work Plan Modifications: If a Matrix/Work Plan has been approved for this Agreement, the Matrix/Work Plan may be modified only as follows:

i. The representatives of the CHILDREN'S BOARD and PROVIDER authorized to modify the Matrix/Work Plan are called the Matrix Representatives. Each party will designate its Matrix Representative by written notice to the other party upon execution of this Agreement. Either party may change its Matrix Representative upon written notice to the other party.

ii. By written agreement of the Matrix/Workplan Representatives, Columns 1-3 and 5-7 of the Matrix/Workplan relating to Process Objectives, Activities, Responsible Parties, Indicator Measurements, Data Source, and Time of Measurements may be modified based upon a more current analysis of the appropriate methods to perform the Services or to resolve problems in the administration of the Matrix/Work Plan.

iii. *The Matrix/Workplan cannot conflict in whole or in part with these General Terms and Conditions or the Budget, but in the event of a conflict, the provisions of these General Terms and Conditions and the Budget shall take precedence, as applicable.

iv. *The PROVIDER must submit a written request of service site(s) changes in advance for CHILDREN'S BOARD prior approval.

g. Notifications of Critical Incidents Affecting Health, Safety, Welfare, Unplanned Law Enforcement or Media Involvement: As soon as possible, but no later than one business day of PROVIDER knowing of a Critical Incident, PROVIDER shall notify the CHILDREN'S BOARD by telephone and in writing and provide the CHILDREN'S BOARD with a description of the incident and such other information as the CHILDREN'S BOARD may reasonably request in writing pursuant to Paragraph (8). A Critical Incident means any of the following incidents involving PROVIDER'S Participants or any Participant of a sub-contractor of PROVIDER. A Participant means any person receiving any Service funded in whole or in part by this Agreement. A Critical Incident also includes any of the following incidents that include a specific reference to an Employee or volunteer. Employee means a PROVIDER officer or employee or volunteer, or an officer or employee or volunteer of a PROVIDER sub-contractor under this Agreement, collectively called an Employee or volunteer, as applicable, below. Nothing in this section shall be construed to imply that employees of PROVIDER'S sub-contractors are employees of PROVIDER or that clients and Participants of PROVIDER'S sub-contractors are clients or Participants of PROVIDER. All e-mail communications made or received by the CHILDREN'S BOARD are subject to the Florida Public Records Law, Chapter (119), Florida Statutes. Nothing in this paragraph relieves PROVIDER from directly reporting any matter to state, federal, or non-CHILDREN'S BOARD local agencies or law enforcement agencies when such reporting is required by law, including reporting to the Florida Abuse Hotline.

A CRITICAL INCIDENT is any:

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- i. Abduction – An incident in which an individual who does not have care and custody of a Participant has wrongfully taken the Participant.
- ii. Abuse or Neglect – Reasonable cause to suspect that a Participant has been harmed or is believed to be threatened with harm from a person responsible for the care of the Participant. Arrest also includes the arrest of any PROVIDER officer for any reason.
- iii. Arrest – PROVIDER Employee, PROVIDER volunteer, or PROVIDER's sub-contractor's volunteer's arrest for conduct or activity related to work for PROVIDER under this Agreement; death or harm to a Participant; or for a potentially disqualifying offense under level (2) background screening requirements as defined in Chapter (435), Florida Statutes.
- iv. Death of Participant – The death of any Participant if the death may be related to or is alleged to have been related to Participant's involvement in a PROVIDER program funded in whole or in part by this Agreement.
- v. *Illness of Participant – An illness of a Participant determined by a licensed health care professional to be life-threatening, contagious medical condition or the result of apparent abuse or neglect if PROVIDER has reason to believe that the illness or abuse or neglect may be related to or is alleged to have been related to Participant's involvement in a PROVIDER program funded in whole or in part by this Agreement.
- vi. Service Outside Designated Areas – PROVIDER or PROVIDER'S sub-contractor's Services funded in whole or in part by this Agreement are provided to a person residing outside of the PROVIDER'S service areas designated by this Agreement.
- vii. Sexual Battery – Any allegation of sexual battery involving a Participant or Employee or volunteer as evidenced by medical evidence or law enforcement involvement. Sexual battery includes Participant on Participant incidents, Employee on Participant, and Participant on Employee.
- viii. Suicide or Suicide Attempt – The suicide of a Participant or an act that reflects the physical attempt by a Participant to cause his or her own death, which results in bodily injury requiring medical treatment by a health care professional.
- ix. Unplanned Law Enforcement Involvement
- x. Unplanned Media event which the CHILDREN'S BOARD may be reasonably expected to provide a response.
- xi. Other Serious Incidents – Any action, incident, misconduct, or malfeasance involving PROVIDER'S staff, volunteers or participants that could potentially jeopardize the performance of this Agreement.

6. Reimbursement Forms: One reimbursement form must be submitted for each month for each CHILDREN'S BOARD-funded program. The final reimbursement form must be submitted to the CHILDREN'S BOARD within forty-five (45) days of the termination of this Agreement.

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7. Incorporation of Agreement Documents: The Agreement between the CHILDREN'S BOARD and the PROVIDER consists of the following contract documents:

- (a) The page entitled "Standard Agreement Cover Sheet";
- (b) The page entitled "Agreement";
- (c) Attachment (1) entitled "Scope of Service, Service and Performance Objectives";
- (d) Attachment (2) entitled "Budget";
- (e) Attachment (3) consisting of these "General Terms and Conditions";
- (f) Attachment (4) entitled "Assignments and Sub-contractors";
- (g) Attachment (4a) entitled "Roles and Responsibilities of Lead Agencies and Sub-Contracted Agencies" (if applicable); and

- (h) Attachment (5) entitled "Addresses (Contact List)."
- (i) Attachment (6) E-Verify Affidavit
- (j) Attachment (7) FERPA (if applicable)

8. *Program Monitoring: The PROVIDER will submit progress reports and other information in such formats and at such times as may be prescribed by the CHILDREN'S BOARD, cooperate in all activities related to site visits and other on-site monitoring (including, but not limited to: access to sites, clients, staff, fiscal and client records and logs, and the provision of related information), submit reports on any monitoring of the program funded in whole or in part by the CHILDREN'S BOARD conducted by federal, state, or local governmental agencies or other funders; and if the PROVIDER receives accreditation reviews, each accreditation review must be submitted to the CHILDREN'S BOARD within thirty (30) days after receipt by PROVIDER. All the foregoing in this paragraph is referred to, collectively, as Program Monitoring in this paragraph. The PROVIDER agrees to such Program Monitoring to the extent it is not prohibited by law and does not involve disclosure to the CHILDREN'S BOARD of information which is confidential pursuant to law, statutory, judicial or otherwise, including, but not limited to, Chapters (39) and (415), Florida Statutes. All reports will be as detailed as may be reasonably requested by the CHILDREN'S BOARD and will be deemed incomplete if not satisfactory to the CHILDREN'S BOARD, as determined in its sole discretion. All reports will contain the information, additional information, or be in the format as may be requested by the CHILDREN'S BOARD. The extent and scope of the Program Monitoring has been determined as a planning rather than an operational level decision of the CHILDREN'S BOARD and the CHILDREN'S BOARD will incur no liability regarding the extent or scope of Program Monitoring provided. If approved by the CHILDREN'S BOARD, the CHILDREN'S BOARD may accept any report from another monitoring agency in lieu of reports customarily required by the CHILDREN'S BOARD.

9. Records: The PROVIDER will maintain financial and accounting records (including electronic storage media), all original invoices and other documentation supporting the Reimbursement Request Forms submitted to the CHILDREN'S BOARD, and records to substantiate the eligibility of participants. The PROVIDER shall conduct transactions in accordance with generally accepted accounting principles and Florida Statutes. The PROVIDER will maintain such records and accounts, including programmatic, property, personnel, and financial records, as are deemed necessary by the CHILDREN'S BOARD to assure a proper accounting for all CHILDREN'S BOARD'S funds. The PROVIDER will maintain a separate record of revenues and expenses applicable to this Agreement for the purposes of review thereof. The PROVIDER will make, or cause to be made, available to the CHILDREN'S BOARD and its duly authorized representatives, for copying and examination, all such records with respect to any matters covered by this Agreement, and the PROVIDER will permit same to be copied and examined; excerpts or transcriptions to be made from such records; and reviews to be made of all agreements, invoices, materials,

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records of personnel and employment, and other data related to all matters covered by this Agreement. The Auditor General, Comptroller General and other agencies, whether local, state or federal will have the right to inspect and review the records of the PROVIDER. This paragraph will survive termination of this Agreement, including any termination under paragraph (16), Termination, and the PROVIDER will retain for examination, copying, and review all of its records and supporting documentation applicable to this Agreement for five (5) years after receipt of final payment from the CHILDREN'S BOARD. If a review has been initiated and findings have not been resolved at the end of five (5) years, the records will be retained, and this paragraph will survive until resolution of the review findings.

10. Insurance - Public Liability, Bodily Injury, and Property Damage: The PROVIDER will procure, pay for, and maintain, throughout the period of this Agreement, on behalf of PROVIDER and the CHILDREN'S BOARD, the following insurance coverages with responsible and reputable insurance companies eligible to do business in the State of Florida, acceptable to the CHILDREN'S BOARD:

a. Commercial General Liability for the premises and operations of the PROVIDER, including Personal Injury and Contractual for this Agreement, with the CHILDREN'S BOARD included as an additional insured for the operations of the PROVIDER, with limits for Bodily Injury, Property Damage and Personal Injury of not less than:

- o Each Occurrence \$1,000,000
- o Personal Injury \$1,000,000
- o General Aggregate \$1,000,000
- o Products & Completed Operations \$1,000,000
- o Damage to Rented Premises \$50,000

b. (1) Automobile Liability Insurance for PROVIDERS that own vehicles that may be used in carrying out this Agreement: Automobile Liability Insurance for the PROVIDER’s operation, maintenance, and use of owned, non-owned, hired and leased automobiles, with the CHILDREN’S BOARD included as an additional insured, with a limit of not less than:

Bodily Injury & Property
Damage Liability

- \$500,000 Each Accident for entities with less than \$1,000,000 in assets
- \$1,000,000 Each Accident for entities with \$1,000,000 or greater in assets

(2) Automobile Liability Insurance for PROVIDERS that do not own vehicles used in carrying out this Agreement: Hired and Non-Owned Automobile Liability coverage with the CHILDREN’S BOARD included as an additional insured, with a limit of not less than:

Bodily Injury & Property
Damage Liability

- \$500,000 Each Accident for entities with less than \$1,000,000 in assets
- \$1,000,000 Each Accident for entities with \$1,000,000 or greater in assets

The PROVIDER will submit to the CHILDREN'S BOARD a certificate of insurance within thirty (30) days of receiving an executed contract which describes the insurance maintained by the PROVIDER and PROVIDER’S employees who transport Participants. The PROVIDER will provide written notice to the CHILDREN’S BOARD within fifteen (15) days of any cancellation or revision to the PROVIDER’S

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insurance applicable to the performance of the Services.

If PROVIDER certifies that any portion of the insurance requirements cannot be obtained or cannot be obtained at a commercially reasonable cost to the funded program and provides such other information as requested by the CHILDREN’S BOARD in writing, the CHILDREN’S BOARD may replace any portion of the insurance requirements with such other requirements and program restrictions as determined by the CHILDREN’S BOARD, in its sole discretion.

11. Insurance and Right to Recover Fixed Assets: If this Agreement provides CHILDREN'S BOARD funds for the purchase of fixed assets which have a value of \$5,000 or more and a normal expected life of one (1) year or more, the PROVIDER will maintain insurance against destruction, loss or theft of the full insurable value of such fixed assets.

By at least thirty (30) days' written notice to the PROVIDER, the CHILDREN'S BOARD may exercise its right to recover such fixed assets, except when the CHILDREN'S BOARD declares a potential or actual contract breach. If a potential or actual contract breach is declared in writing, then such equipment may be ordered returned immediately along with such accountings, production of records, and reports as the CHILDREN'S BOARD may direct in writing.

If this Agreement is for a program funded by the CHILDREN'S BOARD and another agency pursuant to a joint funding arrangement or agreement, the CHILDREN'S BOARD has a right to fixed assets purchased with such joint funds. The CHILDREN'S BOARD'S interest in the fixed assets will be in the same ratio as the CHILDREN'S BOARD'S funding used to purchase the fixed assets is to the property's total purchase price. However, no such ownership or interest will exist in any vehicle unless the CHILDREN'S BOARD, by separate written notice, advises the PROVIDER of the CHILDREN'S BOARD'S intent to exercise the right granted by this Agreement. Unless so notified in writing by the CHILDREN'S BOARD, title to all vehicles will be vested exclusively in PROVIDER'S name.

If this Agreement funds improvements to property designated as Reimbursable Improvements in this Agreement, unless PROVIDER obtains the prior written approval of the CHILDREN'S BOARD, the PROVIDER must repay the funds received from the CHILDREN'S BOARD for such Reimbursable Improvements according to the following schedule:

Time PROVIDER'S Use or Occupancy stops:	Amount of Reimbursable Improvement Funds to be returned:
Prior to the end of this Agreement	100%
After the end of this Agreement but prior to 1 year after the termination of this Agreement	80%
1 year or more after the end of this Agreement but prior to 2 years after the termination of this Agreement	70%
2 years or more after the end of this Agreement but prior to 3 years after the termination of this Agreement	50%
3 years or more after the end of this Agreement but prior to 4 years after the termination of this Agreement	40%
4 years or more after the end of this Agreement but prior to 5 years after the termination of this Agreement	25%
5 years or more after the termination of this Agreement	00%

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As used in this Agreement, PROVIDER'S use stops when PROVIDER no longer uses the Reimbursable Improvement for the purposes described in the proposal. PROVIDER'S occupancy stops when PROVIDER no longer occupies and uses the portion of the property on which the Reimbursable Improvements were made.

Survival of paragraph: This paragraph and all the CHILDREN'S BOARD'S remedies permitted in this Agreement will survive the termination of this Agreement, including any termination under paragraph (16).

12. Indemnification: The PROVIDER will indemnify and hold harmless the CHILDREN'S BOARD, its agents, and employees from and against any and all liabilities, claims, judgments, or actions including court costs and attorney's fees that may hereafter at any time be made or brought by anyone on account of any personal injury, property damage, loss of monies, civil rights violation, or discrimination allegedly caused or occurring in whole or in part by any breach of contract; negligent, wrongful or intentional act or omission; or based on any acts of fraud or defalcation of the PROVIDER, its agents, employees, or sub-contractors, during performance under this Agreement.

In no event will the PROVIDER be liable for or have any obligation to defend the CHILDREN'S BOARD against such liability, claims, judgments, or actions, including costs and attorney's fees, arising out of the sole negligent acts of the CHILDREN'S BOARD.

13. Insurance, Indemnification, Auditing, and Related Provisions for Governmental Entities: The following terms apply only to a PROVIDER who is a governmental agency, political subdivision, city, special district or other governmental body: (1) the PROVIDER may comply with the insurance requirements in this Agreement by submitting to the CHILDREN'S BOARD, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes, or a written description of the manner by which property is protected against loss or destruction; (2) the CHILDREN'S BOARD will not be entitled to recover fixed assets if PROVIDER is prohibited by law from allowing the contractual recovery of fixed assets; (3) the PROVIDER'S indemnification will only be required to the extent such indemnification is within the legal authority of the PROVIDER, and nothing in this Agreement shall require the PROVIDER to indemnify or insure the CHILDREN'S BOARD for the CHILDREN'S BOARD'S negligence or to assume any liability for the CHILDREN'S BOARD'S negligence; (4) the CHILDREN'S BOARD may not require an audit except for the program activities funded by the CHILDREN'S BOARD; (5) the PROVIDER will be notified in writing by the CHILDREN'S BOARD of any default, noncompliance or violation of this Agreement, and the PROVIDER will have fifteen (15) days to correct the default, noncompliance or violation; (6) the PROVIDER may assert in an action or proceeding to enforce this Agreement that it lacks the legal authority to agree to paragraph (30), Costs of Litigation, but PROVIDER remains subject to paragraph (31) if it is determined in such action or proceeding (including any appeal) that PROVIDER does have the legal authority to contractually agree to the terms of paragraph 30; (7) the requirements of paragraph (18), Conflict of Interest, apply only to the program funded under this Agreement; and (8) paragraph (24), Title to Patents, Trademarks, Copyrights, and Other Materials does not apply to a PROVIDER who is part of the state university system or an agency thereof (a UNIVERSITY PROVIDER). The copyright, patent, or trademark on or for Intellectual Property defined in paragraph (24) which is developed by a UNIVERSITY PROVIDER will be owned by the UNIVERSITY PROVIDER. Such Intellectual Property will be first subject to any policy, contract, or rule of the UNIVERSITY PROVIDER which is generally applicable to its employees and which governs ownership and income from Intellectual Property (the Intellectual Property Policy). Subject to the share for an employee of the UNIVERSITY PROVIDER described in an agreement made pursuant to the Intellectual Property Policy by the

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UNIVERSITY PROVIDER with an employee of the UNIVERSITY PROVIDER regarding the division of income from the Intellectual Property, the CHILDREN'S BOARD will receive fifty percent (50%) of the UNIVERSITY PROVIDER'S share of the income from the Intellectual Property. The amount payable to the CHILDREN'S BOARD will not exceed the total amount paid by the CHILDREN'S BOARD to the UNIVERSITY PROVIDER under this Agreement. Payment will be made within forty-five (45) days after receipt by the UNIVERSITY PROVIDER.

Nothing in this Agreement is intended to be, or will be, deemed to be a waiver of either party's sovereign immunity. This paragraph will take precedence over any conflicting terms of this Agreement.

14. Auditing Cost Reimbursement Contracts and Return of Funds:

a. General: During the term of this Agreement, funds described in the attached budget will be used by PROVIDER solely for providing the Services described in Attachment 1. Misspent funds are funds received by the PROVIDER from the CHILDREN'S BOARD which are not spent in accordance with the attached budget or the terms of this Agreement. Misspent funds are subject to refund or set off to the CHILDREN'S BOARD, or other resolution as determined in the sole discretion of the CHILDREN'S BOARD. The CHILDREN'S BOARD is not required to conduct an audit prior to finding that the PROVIDER has misspent funds.

Any other expenditures in the program funded by the CHILDREN'S BOARD which are determined by the CHILDREN'S BOARD not to be in accordance with the attached budget will constitute a breach of this Agreement.

The PROVIDER will return to the CHILDREN'S BOARD any overpayment due to unearned funds. Unearned funds means funds paid to PROVIDER by the CHILDREN'S BOARD which are not due PROVIDER under the attached budget or the terms of this Agreement.

In addition to any other remedy, the CHILDREN'S BOARD may offset any unearned or misspent funds against any other funds due PROVIDER for previous or subsequent agreements. Repayments will be made by PROVIDER in accordance with CHILDREN'S BOARD instructions.

b. Required Audits: For any PROVIDER fiscal year ending during the term of this Agreement and for any fiscal year during which revenues or expenditures are recognized by the PROVIDER for the program covered by this AGREEMENT, the PROVIDER will submit to the CHILDREN'S BOARD (within one hundred eighty (180) days after the close of its fiscal year) year-end Financial Statements of the PROVIDER audited by a Certified Public Accountant (CPA) and any related management letters, any related communications or reports on internal control and any related reports on compliance with laws, rules and regulations. In the event that the PROVIDER is unable to comply with the 180-day requirement, a request for an extension of time must be submitted to the CHILDREN'S BOARD prior to the end of the 180-day period. Failure to furnish an audit shall be a basis for denial and/or refund to the CHILDREN'S BOARD of project funds by the PROVIDER. Failure to submit an audit disqualifies the PROVIDER from seeking future funding until the issue is resolved to the sole satisfaction and discretion of the CHILDREN'S BOARD. The audit shall separately identify for the program funded by this Agreement, the revenues by funding source, expenditures, and any refunds or transfers; and present this information either in the body of the Financial Statements, in the footnotes to the Financial Statements, or in a supplementary schedule. The auditor's report must include an opinion on all of the basic financial statements of the PROVIDER. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of

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America as promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA). All PROVIDERs with a contract term less than (6) months do not require the submission of an Audit.

c. Payment for Required Audits: The cost of required audits may be paid for with funds from the CHILDREN'S BOARD as an administrative cost as included in the overhead/indirect cost expenditure in the attached Budget.

d. Compliance Audit Performed by a CPA Firm Retained by the CHILDREN'S BOARD: In addition to the required financial audit, the CHILDREN'S BOARD may select and retain a CPA firm to conduct a compliance audit or other accounting review of the program funded under this Agreement. The purpose of this audit will be to determine whether PROVIDER has complied with this Agreement. The audit may include: (1) a financial audit, which means an examination of financial statements in order to express an opinion on the fairness with which they present financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles; an examination to determine whether operations are properly conducted in accordance with this Agreement and with legal and regulatory requirements; an examination of expenditures made by the PROVIDER with funds received from the CHILDREN'S BOARD to determine compliance with Florida Statutes and this Agreement; a report on internal accounting control; and other tests of accountability as deemed necessary; and (2) a management letter, which means a statement of the auditor's comments and recommendations.

e. Payment for Compliance Audit Performed by a CPA Firm Retained by the CHILDREN'S BOARD: The CHILDREN'S BOARD will pay for the audit performed by a CPA firm retained by the CHILDREN'S BOARD, but the PROVIDER will reimburse the CHILDREN'S BOARD for the cost of the audit if a significant amount of disallowed costs are disclosed by the audit. The PROVIDER will reimburse the CHILDREN'S BOARD within sixty (60) days of the written notice from the CHILDREN'S BOARD. The CHILDREN'S BOARD may withhold funds due under this Agreement as a means to recover the cost of the audit and any misspent funds. The CHILDREN'S BOARD will determine in its sole discretion whether amounts of misspent or unearned funds are significant.

f. Survival of Paragraph: This paragraph will survive the termination of this Agreement, including any termination under paragraph (16), and will be binding for a period of five (5) years after receipt of final payment from the CHILDREN'S BOARD. If an audit has been initiated and findings have not been resolved at the end of five (5) years, this paragraph will be binding until resolution of audit findings.

g. Audits or Reviews of Newly Funded or Small PROVIDERs: If a PROVIDER is newly funded by the CHILDREN'S BOARD or is a PROVIDER with a current fiscal year budget of less than \$300,000, Board Policy 1B.1.02.1.13, Audit Requirements, will be applicable as determined by the CHILDREN'S BOARD.

15. Performance: In the event of default, noncompliance, or violation of this Agreement or unsatisfactory performance by the PROVIDER, its sub-contractors, agents, consultants or suppliers, as determined by the CHILDREN'S BOARD in its sole discretion, the CHILDREN'S BOARD may negotiate any acceptable remedy, provide additional training and assistance or, in its sole discretion and without any prior negotiation, impose in writing such sanctions as deemed appropriate. Such sanctions may include, but will not be limited to, withholding of payments, termination, or suspension of this Agreement in whole or in part. In such event, the CHILDREN'S BOARD will notify the PROVIDER fourteen (14) calendar days in advance of the effective date of such sanction, except where the CHILDREN'S BOARD determines that such

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sanction, withholding of funds, termination, or suspension should become effective at an earlier or later date, in which event such sanction, withholding of funds, termination, or suspension will be effective as provided in the notice. The PROVIDER will be reimbursed for those Services satisfactorily performed prior to the effective date of such sanction. In determining the amount to pay for such Services, the CHILDREN'S BOARD may increase or decrease the budget to describe the cost of providing the Services to the date of such sanction, withholding of funds, termination, or suspension, and then pay PROVIDER based on the revised budget.

16. Termination: This Agreement may be terminated at will by either party by giving seven (7) days' prior written notice to the other and specifying the effective date thereof.

In addition, this Agreement may be terminated by the CHILDREN'S BOARD for any breach by PROVIDER upon twenty-four (24) hours' written notice. The CHILDREN'S BOARD, in writing and in its sole discretion, may waive any breach by the PROVIDER, but such waiver will not constitute a waiver of any further breaches, including breaches of the same type. This paragraph will not limit the CHILDREN'S BOARD'S other remedies under this Agreement.

If funds to be paid PROVIDER under this Agreement become unavailable, the CHILDREN'S BOARD may terminate this Agreement upon no less than twenty-four (24) hours' written notice to the PROVIDER. The CHILDREN'S BOARD will determine the availability of funds.

Any termination notice will be delivered by certified mail, return receipt requested; or in person to the offices of the other party with proof of such delivery. In the event of termination, the PROVIDER will be reimbursed according to the budgeted rates and terms of this Agreement for those Services satisfactorily performed prior to the effective date of termination as determined in the sole discretion of the CHILDREN'S BOARD. The term "budgeted rates" in this paragraph means those allocations and amounts contained in the attached Budget or the most recent amended Budget approved in writing by the CHILDREN'S BOARD. However, in the event of termination, the CHILDREN'S BOARD may increase or decrease the budget to describe the cost of providing the Services to the date of termination and then pay PROVIDER based on the revised budget. All rights and remedies of the CHILDREN'S BOARD and the PROVIDER to enforce this Agreement will survive termination of this Agreement.

17. *Employment of Staff: The PROVIDER, at its expense, will employ staff to perform the Services. Such individuals will not be considered employees of the CHILDREN'S BOARD and are subject to the supervision, personnel practices, and policies of the PROVIDER. Unless otherwise approved in writing by the CHILDREN'S BOARD, all staff must meet qualifications stated in the application and any approved modifications. The CHILDREN'S BOARD values diversity and endorses PROVIDER organizations to reflect the Hillsborough County population.

PROVIDER will maintain and update a policy and related procedure regarding background screening of paid and unpaid (volunteer) staff. PROVIDER must submit a payment invoice as proof of the most recent level two background screening for all personnel who have contributed their time to a CHILDREN'S BOARD funded program, including volunteers, vendors or those indicated in the "Other Vendor Services" line of the budget providing direct service to clients and any employee whose pay has been funded, wholly or in part, by the CHILDREN'S BOARD. Background screening requirements (must be screened and on file prior to services being rendered) as applicable per <https://www.myflfamilies.com>.

a. Florida Statute s. 448.095 E-VERIFY REQUIREMENT - Effective January 1, 2021:

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1. It is the responsibility of the Provider to register with and use the E-Verify system, to ensure compliance with E-Verify requirements, and the Provider will verify the work authorization status of all newly hired employees paid for with Children's Board of Hillsborough County funding as Defined in Florida Statute s. 448.095.
2. It is the responsibility of the Provider to ensure that all contractors and subcontractors performing work or providing services pursuant to the Provider Contract utilize the E-Verify system to verify the employment eligibility of all employees working for and hired by the subcontractor during the contract term.
3. For contracts entered into by the Provider and third parties after January 1, 2021, the Provider shall require the contractor to provide an annual affidavit, refer to Attachment (6), that it has complied with Florida Statute s. 448.095 and such affidavits shall be made available to the Children's Board upon request.
4. Pursuant to Florida Statute s. 448.095, the Provider will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the Children's Board of Hillsborough County.

18. Conflict of Interest: The PROVIDER represents that it presently has no conflicting interest, financial or otherwise, in the performance of this Agreement and will acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of the Services. The PROVIDER will not retain any individual or company with whom the PROVIDER or any individual member thereof has a conflict of interest.

19. Non-Discrimination: The PROVIDER represents to the CHILDREN'S BOARD that the PROVIDER is in compliance with all applicable federal, state, and local civil rights laws and laws that protect persons with disabilities. PROVIDER will not, on the basis of race, color, national origin, religion, sex, age, disability, sexual identity, gender identity, or marital status, or any other basis prohibited by law, discriminate in any form or manner against PROVIDER'S clients, applicants for Services, or employees or applicants for employment. This Agreement is conditioned on the veracity of this paragraph. Within ten (10) days of PROVIDER receiving notice that a discrimination complaint has been filed against PROVIDER or any of its employees, PROVIDER will notify the CHILDREN'S BOARD that a discrimination complaint or notice has been filed. The PROVIDER asserts that it has a procedure for handling discrimination complaints and has designated a staff person to receive such complaints.

20. Drug-Free Workplace: PROVIDER will comply with the Drug-free Workplace Act, Section 440.101, Florida Statutes, and following sections.

21. Other Financial Support: The CHILDREN'S BOARD'S funds may not be used for expenditures for which funding is available from other sources. The PROVIDER may not use funds received from the CHILDREN'S BOARD to supplant funds previously or subsequently received from another source. The CHILDREN'S BOARD encourages use of its funds as financial match for securing funds from other sources. However, in such instances, the PROVIDER must obtain prior written approval from the CHILDREN'S BOARD. Revenues (including, but not limited to, subsidized child care funds or Medicaid) generated by the program supported by this Agreement but not included in the Budget (called Unbudgeted Program Income) shall be reported to the CHILDREN'S BOARD quarterly in the PROVIDER Contract Report. The CHILDREN'S BOARD may reduce funds paid to PROVIDER up to the amount of Unbudgeted Program Income.

All PROVIDERS must demonstrate efforts related to financial sustainability through funding

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diversification, including, but not limited to, fund development (such as donations, special events, endowment, fund raising campaigns); applying for support through grants and contracts from government agencies or corporate and/or private foundations; imposing fees for services; business planning and development of social enterprises; or other funding opportunities.

22. ***PROVIDER Representations**: The PROVIDER represents that it is and will be during the term of this Agreement a corporation, a not-for-profit corporation, or a governmental agency operating in the state of Florida and serving the residents of Hillsborough County.

23. **Confidential Information**: Unless required by the Florida Records Law, the PROVIDER will not disclose any information in writing to the CHILDREN'S BOARD which specifically identifies a client for any purpose not required by federal, state, or local laws and related regulations, except by written consent of the client, or his/her responsible parent or guardian where authorized by law. In addition, the Provider will have established policy and Chain of Custody procedures to protect hard copy and electronic program and fiscal records against loss or disclosure to unauthorized individuals or agencies.

24. **Title to Patents, Trademarks, Copyrights, and Other Materials**: If activities supported by this Agreement produce original writings, sound recordings, pictorials, reproductions, drawings or other graphic representations, and works of any similar nature (together called Intellectual Property), the CHILDREN'S BOARD may use, duplicate, and disclose such Intellectual Property, in whole or in part, in any manner, for any purpose whatsoever, and have others acting on behalf of the CHILDREN'S BOARD do so; except, however, that to the extent that such Intellectual Property is confidential pursuant to law, statutory, judicial or otherwise, including, but not limited to, Chapters (39) and (415), Florida Statutes, said Intellectual Property will not be viewed, duplicated, disclosed, or used in any manner whatsoever by the CHILDREN'S BOARD. Title to Intellectual Property will vest in PROVIDER, but no copyright, trademark, or patent on or for Intellectual Property will be obtained in the name of the PROVIDER without the prior written approval of the CHILDREN'S BOARD. If the PROVIDER does not obtain title to the Intellectual Property, the CHILDREN'S BOARD may obtain in its name and may own all copyrights, trademarks, or patents on or for Intellectual Property. No person, firm or corporation, including PROVIDER, may use copyrighted or patented Intellectual Property or trademark without the prior written consent of the CHILDREN'S BOARD. Intellectual Property will not be used for personal gain of the PROVIDER or its employees, sub-contractors, agents, or others.

25. ***Publicizing of CHILDREN'S BOARD Support**: The PROVIDER agrees to acknowledge the CHILDREN'S BOARD support on any agency and program materials, either electronic or print, and to utilize every reasonable opportunity to publicize the support received from the CHILDREN'S BOARD, including publishing the CHILDREN'S BOARD logo on the PROVIDER website home page or other social media platforms, establishing a link to the CHILDREN'S BOARD website on the PROVIDER website, and displaying the CHILDREN'S BOARD logo in PROVIDER service locations and administrative offices.

*PROVIDER agrees to acknowledge the CHILDREN'S BOARD in all program materials by publishing the CHILDREN'S BOARD logo with a statement such as "funding for services generously provided by the CHILDREN'S BOARD OF HILLSBOROUGH COUNTY". PROVIDER agrees to request that media also acknowledge the financial support received from the CHILDREN'S BOARD (e.g., radio, television, online publications or programs, or newspapers.)

PROVIDER agrees to provide information about the CHILDREN'S BOARD each year to its employees and governing Board of Directors at regularly scheduled meetings as verified in official Board

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Minutes. PROVIDER agrees to notify the CHILDREN'S BOARD of all outreach activities in advance of the event.

26. *Participation in 2-1-1 Human Services Data Base: The PROVIDER agrees to participate in the 2-1-1 human services data base by listing and updating its agency and program information and profile with www.211atyourfingertips.org during the term of this Agreement's term.

27. Assignments and Sub-contractors: The PROVIDER may not assign the responsibility of this Agreement to another party or sub-contract any of the work specified under this Agreement, unless so specified in the Attachment entitled "Assignments and Sub-contractors," or unless the PROVIDER obtains the prior written approval of the CHILDREN'S BOARD. No such approval will obligate the CHILDREN'S BOARD for more than the total dollar amount stated in this Agreement. All such assignments and sub-contracts will be subject to the conditions of this Agreement and to any conditions the CHILDREN'S BOARD deems necessary.

In addition, when services are budgeted with Children's Board dollars in the Other Vendor Services category, a service agreement must be developed and signed by both parties prior to services being rendered. Services provided with CHILDREN'S BOARD funding in "Other Vendor Services" line of the approved budget must include the agreement in the reimbursement request in compliance with Fiscal Reporting Requirements Handbook or CHILDREN'S BOARD instructions.

Attached hereto is Attachment (4) "Assignments and Sub-contractors," a listing of all sub-contracts between PROVIDER and any entity providing any part of the services required under this Agreement to include the CHILDREN'S BOARD amount and the total sub-contract amount. All such sub-contract agreements must include a budget, and a description of contract deliverables in a form acceptable to the CHILDREN'S BOARD. Sub-contracts must be approved as part of original Agreement by the CHILDREN'S BOARD, and PROVIDER must submit a signed copy of all sub-contractor agreement(s) within thirty (30) days of execution of the Agreement with the CHILDREN'S BOARD. Also included with contracts having Assignments and Sub-contracts is Attachment (4a) Roles and Responsibilities of Lead Agencies and Sub-Contracted Agencies.

28. Coordination of Services and Values: PROVIDER agrees to work with the CHILDREN'S BOARD, other agencies, families, funders, and community stakeholders to promote, implement and practice the philosophy and values of the CHILDREN'S BOARD; to enhance coordination across agencies and systems; to maximize resources, reduce duplication, promote continuity, fill service gaps; and to constantly improve service delivery.

29. Continuity of Operations and Emergency Management Services: PROVIDER will submit an Emergency Management Services plan with the executed contract regarding continuity of operations to ensure that PROVIDER's property and services are able to respond and recover from any natural and/or man-made disaster/event. The plan should include mission essential functions, delegations of authority and orders of succession, emergency communications among board, staff and volunteers (e.g., telephone calling tree, intranet, or other method/means), vital records and databases, personnel issues and coordination, funding continuity of programs, facility preparation, alternate facilities, training and testing, plan maintenance, role of agency in time of disaster, inventory of neighborhood resources, meeting the needs of people served.

*In the event of a local, state, or federal government declaration of a state of emergency pursuant to

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Chapter (252), Florida Statutes, or similar authorization, for all or part of Hillsborough County, the PROVIDER and the CHILDREN'S BOARD may agree in an Emergency Services Work Plan that all or part of the unperformed Services under this Agreement shall be suspended and/or that all or part of the unperformed Services shall be revised, modified, reorganized, or changed into services to carry out Emergency Management as defined in Chapter (252), Florida Statutes, or similar law, (called "Emergency Management Services" in this Agreement). Such Emergency Management Services shall be performed at the Disaster Recovery Center or other locations designated by the CHILDREN'S BOARD or other coordinating agency described below. The Emergency Services Work Plan may provide that all or part of the unpaid payments by the CHILDREN'S BOARD under this Agreement shall be used to pay PROVIDER for such Emergency Management Services. A Typical Payment Plan for an Emergency Services Work Plan shall be for the CHILDREN'S BOARD to pay the unpaid portion of this Agreement in equal monthly installments during the remaining Term of this Agreement. The Emergency Management Services may be performed separately or in coordination with or under the direction of other government agencies as designated by the CHILDREN'S BOARD. The PROVIDER must have an Emergency Services Work Plan and shall assist in Emergency Management Services to the best of its ability. The PROVIDER will submit to the CHILDREN'S BOARD a PROVIDER Disaster Verification Form within thirty (30) days of receiving an executed contract which attests that an Emergency Services Work Plan is in place and up to date.

The CHILDREN'S BOARD may continue to pay the PROVIDER for up to six (6) months after a declaration of emergency in order to assist the PROVIDER in recovering its financial and institutional capacity that may have been diminished in performing Emergency Management Services.

The Emergency Services Work Plan and any amendment may be in writing or by oral agreement recorded in any form of audio recording.

PROVIDER shall incorporate this Continuity of Operations and Emergency Management Services clause in all sub-contracts so that PROVIDER's sub-contractors have the same obligations toward PROVIDER as PROVIDER assumes toward the CHILDREN'S BOARD.

30. Costs of Litigation: The prevailing party in any litigation, administrative, or other proceeding arising out of the enforcement or interpretation of this Agreement will be entitled to recover from the other party the following fees, costs, and expenses: (1) Attorney's fees in or prior to mediation, trial court, appellate court, bankruptcy court or before any administrative body; (2) all court, mediation, and bankruptcy costs; (3) travel costs charged by the attorney, any consultant, or expert witness while working on the dispute or claim including travel costs for investigation, review, or analysis; or in preparing reports; or in preparing opinions, reviewing documents, contracts, or accounting records; or in preparing for or attending depositions, conferences, meetings, court, or mediation; (4) court reporter fees and litigation costs; (5) attorney, consultant or expert witness fees for all time spent in investigation, review, or analysis; or in preparing audits; or in preparing opinions, reviewing documents, contracts, or accounting records; or in research; or in preparing for or attending depositions, conferences, meetings, court, or mediation; (6) certified public accountant fees for all time spent working on the matter, including, but not limited to, time spent in investigation, review, or analysis; or on preparing audits; or in preparing opinions, reviewing documents, contracts, or accounting records; or in preparing for or attending depositions, conferences, meetings, court, or mediation; and (7) all costs charged by the attorney, any consultant, or expert witness for services or copying, postage, long distance telephone calls, or preparing exhibits and all costs and expenses incurred by the prevailing party in conducting or defending the suit, action, or proceeding, including any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions), as well as costs not taxable thereunder and including all attorney's fees and expenses, and court costs even if not recoverable by law including, without

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limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, reasonableness of the amount of attorney's fees and costs and post-judgment proceedings. The prevailing party shall be that party which shall have prevailed on a majority, but not necessarily all, of the material issues which were adjudicated in such proceeding.

Nothing in this paragraph will be construed as requiring arbitration.

31. Public Entity Crimes: Per Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

32. No Third-Party Beneficiaries: No third party will have any right to enforce this Agreement. This Agreement is intended for the sole benefit of the CHILDREN'S BOARD and the PROVIDER.

33. Governing Laws: This Agreement will be governed by the applicable laws, rules, and regulations of the State of Florida (without application of its conflict of laws provision) or the applicable laws, rules, and regulations of the United States when providing Services funded by the United States government.

34. Integration: This Agreement contains the entire agreement between the parties. There are no other oral agreements which are inconsistent with the terms and conditions of this Agreement.

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For Children and Families as participants served	Specification
First Name	
Last Name	
Children's Board ID (PERMID)	Automatically generated by data system
Participant Type	Adult; Minor Child; Teen Parent; Professional
Date of Birth	
Gender	Female; Male; Refused; Not Available
Ethnicity	Hispanic or Latino; Not Hispanic or Latino; Refused; Not Available
Race	White; Black or African American; American Indian or Alaska Native; Asian; Native Hawaiian or Other Pacific Islander; Two or More Races; Refused; Not Available
Address	
City	
State	
Zip Code	
Child Grade	Not yet in school; Pre-Kindergarten; Kindergarten; 1st Grade; 2nd Grade; 3rd Grade; 4th Grade; 5th Grade; 6th Grade; 7th Grade; 8th Grade; 9th Grade; 10th Grade; 11th Grade; 12th Grade; Does Not Apply; Not Available
Child Free Lunch Eligible	Yes; No; Does Not Apply; Not Available
Number of Adults in Home	
Number of Children in Home	
Household Structure	Male (Single) Head of Household; Female (Single) Head of Household; Other-Relative/ Kinship Care (Single) Head of Household; Dual 2 Parent Household; Dual 2 Other- Relatives/ Kinship Care Household; Other; Refused; Not Available
Highest Education Level in Household	Some or no high school; High school graduate or GED; Technical Certificate; Some college; Associates Degree; Bachelor's Degree; Advanced Degree; Refused; Not Available
ASO FamilyID (if applicable)	
Program Start Date	
Program End Date	
Closure Reason	Completed service; No longer eligible; Voluntary withdrawal; Moved; Child removed from home; Incarceration; Death
If Re-Enrolled, Program Start Date	
If Re-Enrolled, Program End Date	
If Re-Enrolled, Closure Reason	Completed service; No longer eligible; Voluntary withdrawal; Moved; Child removed from home; Incarceration; Death
Agency name	Automatically generated by data system

FY 2024 SUMMER FUNDING BUDGET INSTRUCTIONS

SUMMER PROGRAM FUNDING BUDGET SUMMARY

The Summer Program Funding Budget provides a summary of the total projected expenditures for the delivery of services described in the proposal. All costs included in the budget should be necessary based on the program model contributing to the outcomes or deliverables. The budget must demonstrate other revenue sources supporting the program.

The Excel budget forms consist of three (3) tabs, the budget summary, salary detail, and the budget narrative.

Column (1) is the Total Program-Budget for the contract period; Column (2) includes the CBHC portion of the budget for the contract period;

Please note that the FY24 Summer Funding Budget Forms have changed from previous fiscal year. Do not use prior budget forms in completing the FY24 summer budget.

Do not add or change categories or line items listed on any of the budget forms.

NEW FUNDING BUDGET SUMMARY

On the New Funding Budget Summary tab complete In the top left corner of the “New Funding Budget Summary” tab complete all lines. For the line titled “Total Agency Budget”, please indicate the *entire agency’s* budget amount for the most recent fiscal year.

SUMMER FUNDING BUDGET SUMMARY

Agency:

Program:

Contract Period:

Total Agency Budget:

Total Program Budget (1) and CBHC Budget (2) amounts will auto-fill to the corresponding budget line from the Salary Detail Budget and Budget Narrative tabs.

BUDGET NARRATIVE

Each budget line item must include a narrative describing the total program expense(s) or revenue and how the amount is calculated. If you are allocating a portion of already existing expenditures to the budget, provide the total amount of the agency expenditure and the detail of how the amount budgeted for the direct use of the program was calculated. The allocation of existing agency expenditures should be done by exception only when the expenditures directly relate to the proposed outcomes.

Do not use acronyms in the narrative.

REVENUES

All revenue sources for the **summer program** (not agency) must be listed individually.

Children’s Board Allocation:

Include the amount requested from the Children’s Board in both the total program budget column (column 1) and the CBHC budget column (column 2) on the Budget Narrative tab.

Other Funding Sources:

List each source of revenue for the summer program on a separate line by individual funder or type of revenue on the Budget Narrative. This includes other grantors, contributions, fund raising events, etc. Include the following information in the narrative: if the revenue source pays for or does not pay for certain expenditures and if the revenue source has a required match and the length of the match commitment.

If the agency is providing cash in order to balance the budget, include this revenue source on a separate line.

List in-kind revenue (no cash contributed) on a separate line and describe what is being provided in the narrative. Be specific when listing in-kind revenue (for example in-kind rent, in-kind volunteers, and in-kind food).

Total Revenue: Sum of all revenue lines.

EXPENDITURES

All costs included in the budget as a direct expense should be necessary based on the program services and contribute to the outcomes being proposed. **Costs that are not a result of direct services for participants of the program should not be included as a direct expense. If included, the costs will be removed, and the budget may be reduced as these costs are paid for in the administrative/indirect section of the budget. Review the list of unallowable costs.**

The purpose of the narrative is to describe how the total program budget amounts were calculated for each line item in the budget. It is not necessary to justify the reason for the expense.

If other funding sources will be paying for a portion of the expenditures in a line in the total program budget, described which items will be paid for by CBHC in the narrative for that line item.

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Salaries:

List positions on both the salary detail and the budget narrative in the same hierarchical order. The position titles used should be the agency position title and be consistent on each form.

The amount included in the program budget should only be the percentage of the Full Time Equivalent (FTE’s) providing direct services for this program in order to successfully provide the proposed services.

Examples of administrative positions not to be included in the salary detail as a direct expense are staff in finance, human resources, information technology, administrative support, data entry, executive directors, or positions at a level higher than the oversight position funded to manage the program (i.e. Director, Manager, and Coordinator). These positions are paid for in the administrative/indirect line as a *general rule*.

Salary Narrative: Include a brief description of the duties for each position as they relate to summer services, including if the position requires a person to be bilingual, or if the position is working in a specific geographic region. List the region(s) name or zip code(s) in which the position will be working in the narrative. If a position is not 100% allocated to the program, provide the method of calculating the percentage allocated to the program in the narrative section by explaining the percentage of time spent on each direct activity.

Salaries Detail Budget

Enter the information requested in each column for each position. Take the time to review each column and verify the information is correct based on what the position does for the agency and program and how much CBHC is funding each position.

1. **Name and Position Title** - The name of the individual occupying the position, if known, and the title of the position (should be the same as that appearing on the organizational chart and the job description). If positions will be working in a specific region, list the region(s) name and zip code(s) in which the position will be working in the narrative. List if the position is bilingual.
2. **AGENCY FTE** - Please state whether the position is a full-time position (1.0 FTE) or part-time position with the agency. If part-time, indicate the percentage of full-time (e.g. .50 FTE).
3. **GROSS ANNUAL SALARY** - Total annualized expense to the agency for the position.
4. **% OF TIME IN PROGRAM** - Percentage of time spent **directly on program activities** regardless of funding source (**total program expense**).
5. **Total Program Salary** - Total salary expense in the program being requested. This

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amount should be a pro-rated amount of the gross annual salary based on the number of months the position is working during the summer program. The pro-rated amount is multiplied by the percentage of time in program to determine the total program salary.

- 6. **CBHC Amount** – The total salary expense in the program that is charged to CBHC. The amount cannot exceed the Total Program Salary.

Example: A Summer Specialist works 30 hours per week for the agency and will be working 50% of that time for the program. CBHC will be paying for half of that expense. Another funder is paying for the other half. The contract year will be from April 1 to September 30.

Program Salaries

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Name and Position Title	FTE	Gross Annual Salary	% of Time in Program	First Year Total Program Salary	First Year CBHC Amount	Second Year Total Program Salary	Second Year CBHC Amount
Name: Tom Jones Position: Summer Specialist	0.75	26,000	50%	6,500	3,250	13,000	6,500

Benefits:

Include fringe benefits paid to or on behalf of employees including Federal Insurance Contributions Act Taxes (FICA), unemployment compensation, workers' compensation, health and life insurance, retirement, long-term and short-term disability benefits. List the amount budgeted for each line item separately including rates or percentage of salary expense. Explain how the dollar amounts were calculated in the budget narrative including rates or monthly amount.

Special Note: Payroll processing fees are not allowable as a direct program expense but can be part of administrative/indirect expense.

Contractual Services:

Other Vendor Services include costs of services rendered to the program by independent professional practitioners or organizations in specialized service areas. List each vendor and/or type of professional service separately with a brief description of the service and how the budgeted amount was calculated. Include the estimated rate and units of service.

Other Operating Costs:

Other Operating costs are those costs directly related to providing summer services. **Provide specific detail in the narrative section of what will be purchased, the quantity (if applicable), and cost for each line item requested. Describe how the amount was calculated in each line item below.** If amounts include an allocation of a portion of the total agency cost, include the total agency costs for a line item and the allocation method of calculating the program amount.

Local Travel (Mileage): This is the cost for travel in Hillsborough County for employees listed on the salary detail to provide services to clients. Reimbursements will not be made for travel from or to the person's residence or the destination that is a regularly assigned work location. Therefore, if the person's headquarters or primary work location is their residence and their work locations change daily, the initial mileage to their first work location and the mileage from their last work location to their residence each day are not reimbursable. If a provider agency office is not in Hillsborough County, the cost of driving from the office to the first destination in Hillsborough County is unallowable.

Describe the estimated miles, rate paid (up to the federal rate - see www.gsa.gov for current rate), position(s) to be paid, and the total number of positions or FTE's.

When CBHC reviews the information from this line item during the site visit, the program's purpose for the local travel must be clear on the employee reimbursement form.

Postage: Explain how the amount was calculated and the purpose of mailing items.

Printing & Copying: Include outside printing cost and per copy copying cost. Describe specific items to be printed in the narrative if known.

Background Screening (volunteers): Include costs for volunteers only (including interns). Costs for fingerprinting employees must be included in **administrative/indirect** cost (see the administrative/indirect section).

Computer Supplies: Include software and printer ink.

Operating Supplies: Include consumable supplies that are not educational, office or computer supplies such as program cleaning supplies, masks, or paper products.

Educational/Curriculum Supplies: Include all supplies that staff or participants use during program activities (these are items that do not go home with participants).

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Evaluation Supplies: Include tools and/or questionnaires purchased in order to evaluate program services and/or participants in this line.

Client/Participant Supplies: Include consumable program materials and items given to clients to take with them that support program outcomes. Examples are educational toys, written educational/literacy materials, snacks, safety items, or art projects.

Transportation for Clients: Include vehicle rental or any other expense to transport clients to field trips.

Special Note: If using an agency vehicle:

- *Allowable expenses include the expense for a driver and fuel for the actual vehicle used for the summer field trips. Do not include vehicle maintenance.*
- *If allocating vehicle expenses, a full allocation plan including the specific items, amounts and method of allocation must be pre-approved by CBHC.*
- *Back up documentation for the monthly expense detailing the expenses included and how the allocation was made to the program must be pre-approved prior to submission with a reimbursement request.*
- *Do not include the cost of purchasing or leasing a vehicle.*

In-Kind Expense: Include all services and items donated to the program on this line. List each type separately, for example, volunteers, donated goods, food, etc.

Administrative/Indirect Cost:

Includes the administrative costs associated with operating the program (if applicable), which are not directly attributable to direct program services.

This line requires a budget narrative for the total *program amount*, describing the type of expense and how the amount was calculated for each type of expense. Provide the same detail as all other line items in the budget. Include the type of expense or position and how the amount for each area was calculated.

Examples of expenditures considered to be administrative are: executive staff, fund development, fund raising, information technology staff and expenditures, administrative and data entry staff, human resources (including fingerprinting and background screens for employees), the cost for an agency audit, and fiscal staff (including payroll processing fees) or responsibilities.

The CBHC administrative/indirect costs cannot exceed 10% (agency budget greater than \$750,000) or 20% (agency budget less than \$750,000) of the total direct expenditures.

The total program administrative/indirect amount is not restricted. Budget for the actual administrative cost associated or allocated with the program in the total program column.

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Total Expenditures: Sum of all expenditures.

Excess (Deficit): Difference between total revenue and total expenditures. (All Children's Board Budget Request columns must be in balance – no excess or deficit is allowed.)

Reminder of Unallowable Costs:

The following items are unallowable:

Occupancy:

- All occupancy costs

Other Operating Costs:

- Local travel from the person's residence to the destination that is a regularly assigned work location
- If a provider agency office is not in Hillsborough County, the cost of driving from the office to the first destination in Hillsborough County
- Rental cars
- Vehicle lease or purchases
- Vehicle maintenance
- The allocation of existing cost of an agency that do not directly relate to producing outcomes in the contract
- Equipment maintenance
- Equipment rental
- Book bags
- Pre-paid gift cards
- Religious materials

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Appendix (#5) – Community Review Team Scoring Criteria

Rater Number _____ Date: _____

Mission Statement: The Children’s Board invests in partnerships and quality programs to support the success of all children and families in Hillsborough County.

Organization:	
Program Name:	
2. Cover Sheet – Attachment (#1) (maximum 6 points) REQUIRED Score _____	
Submit a completed Cover Sheet, Attachment (#1). There must be two distinct, original signatures for the Agency Official and the Board Chair on the original submission.	<p>(4-6) – All fields answered and completed correctly; Camp Summary is accurate and understandable by the general public.</p> <p>(1-3) – Some fields not completed correctly; Camp Summary lacks clarity.</p> <p>(0) – Most or no fields completed correctly.</p>
2.1.1 Organizational Overview (maximum 10 points) Score _____	
<ul style="list-style-type: none"> a) Include the organization’s Mission Statement, b) Brief experience and number of years operating a summer program; c) Briefly description of qualifications for management and finance staff, include if they are paid employees, volunteers, or contracted personnel; d) Name formal designations, licensures or accreditations for your organization; e) Provide an example of how the organization ensures equal opportunity to employ staff, recruit volunteers, and recruit Board members based on demographic populations served. f) Describe software or tools utilized to collect, track, and report both demographic information and measurable performance outcomes; g) Describe organization’s internal quality assurance procedures for managing grant funding by describing resources available in the following areas: <ul style="list-style-type: none"> a. Contract compliance; b. Meeting reporting deadlines; and c. Fiscal accountability. h) Disclose any history of contract cancellation, filing of bankruptcy, lawsuits against the organization or its predecessor organization(s). 	<p>(7-10) – All bullet points addressed; mission statement aligned; staff have appropriate qualifications to implement program and maintain fidelity to the model; validated equal opportunity; no concern about history; established procedures for quality assurance; RFP Statement of Purpose can be fulfilled.</p> <p>(3-6) – Some bullet points not addressed; points addressed, but not well developed; questionable if RFP Statement of Purpose can be fulfilled.</p> <p>(0-2) – Not well constructed; lacked too many details to ascertain organization capability of grant management.</p>

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2.1.2 Financial Capability (maximum 10 points)	Score _____
<ul style="list-style-type: none"> a) List current AGENCY revenue sources (earned revenue, family fees, development efforts, fundraising, endowment, membership/program fees, or other grants); b) Briefly describe the financial procedures utilized and the accounting control system implemented to assure compliance with generally accepted accounting principles, laws, rules, and regulations applicable to your organization; c) Indicate if the organization has written financial policies and procedures and briefly provide an example of how one is used in daily operations for managing grants; and d) Disclose cash reserve amount and how organization plans to sustain a reserve amount for up to 2 months of the proposed budget to pay for and invoice CBHC; and e) Disclose what if any fees are charged to families per week. 	<p>(7-10) – All bullet points addressed; staff qualified to manage funding; infrastructure to handle the investment financially and programmatically (2 months expenses in cash reserves); feasible sustainability; compliant with generally accepted accounting principles.</p> <p>(3-6) – Some bullet points not addressed; points addressed, but not well developed; unclear if the organization can manage financial accountability.</p> <p>(0-2) – Not well constructed; lacked too many details to ascertain organizational financial capability.</p>
2.1.3 Statement of Need and Population to be Served (maximum 15 points)	Score _____
<ul style="list-style-type: none"> a) Clear description of the population and ages proposed to be served; b) Indicate how will funding enhance the existing program; and c) Detail evidence from families, local data or community partners that supports the need in Hillsborough County. 	<p>(10-15) – All bullet points addressed; connection was made among the population, age focus, and geographic area of service delivery; provided eligibility information; sufficient evidence presented that services will support local need.</p> <p>(6-9) – Some bullet points not addressed; points addressed, but not well developed.</p> <p>(0-5) – Not well constructed; lacked too many details to ascertain if serving local need.</p>
2.1.4 Summer Program Model (maximum 20 points)	Score _____
<ul style="list-style-type: none"> a) Include a camp schedule overview for a typical camp week; b) Describe how the program will accommodate children with varying abilities; c) Describe how linguistic and culturally competent services will be provided; d) Include strategies to both engage and retain children/youth/families in services; and e) Describe the meal plans that will be available without CBHC funding. 	<p>(15-20) – All bullet points addressed; meets the child, family and community objectives; accessible to target population; clear method of service delivery (duration, frequency, location, and intensity) and activities; solid strategy to engage and retain participants; sufficient plan to engage participants in improvement; and process for collecting data described.</p> <p>(10-14) – Some bullets not addressed; points addressed, but not well developed.</p>

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	(0-9) – Not well constructed; lacked too many details to understand program design components.
2.2.1 Activity and Vendor Summary– Attachment (#2) (maximum 10 points) REQUIRED Score _____	
<p>The Activity and Vendor Summary should not exceed three pages. For each service area, indicate content expert(s) as vendor or proposer staff. If applicable, only list anticipated educational field trips and type of transport for which you are requesting CBHC to pay for.</p> <p>SPECIAL NOTES:</p> <ul style="list-style-type: none"> • All six services should not be performed by any sole Proposer or Vendor. • More than one vendor per service area may be included to serve different age groups. 	<p>(7-10) – All requirements met.</p> <p>(3-6) – Some requirements not met. Service area missing information, lacked detail.</p> <p>(0-2)– Not completed correctly or attachment not provided.</p>
2.2.2 Budget – Attachment (#3) (maximum 20 points) REQUIRED Score _____	
<ul style="list-style-type: none"> • Proposals for time-limited grants (Summer of 2024) will be considered based on number of children enrolled: • Up to \$30,000 for <u>more than 40</u> children/youth served; or • Up to \$20,000 for 25 - 40 children/youth served. • The budget should only request what is needed to meet the measurable outcomes. Appropriate expenditures may include, but are not limited to, grade-specific activity books, educational materials, activity supplies, educational field trip costs, snacks for participants only or food for parent engagement events, t-shirts (only if branded with the Children’s Board and Board of County Commissioners name or logo), and/or use of specialized staff, instructors, or vendors to address the six primary service areas. For additional instructions please refer to Appendix (#4). • Complete and submit the required budget for the period of May 13, 2024 to the last day of scheduled program, , using the excel file posted with the release <u>which includes three (3) tabs:</u> <ul style="list-style-type: none"> • Tab (1) – New Program Funding Budget Summary, • Tab (2) – Salary Detail • Tab (3) – First Year Budget Narrative <p>SPECIAL NOTES:</p> <ul style="list-style-type: none"> • Do not change or alter the excel form. • Unallowable expenses included in the budget are subject to removal and the overall budget may be reduced if Proposer is recommended for funding. 	<p>(13-20) – All requirements met; expenditures connect to program; narratives explain calculations; support from other revenue; forms not altered.</p> <p>(6-12) – Some requirements not met; all requirements met, but completed incorrectly or included unallowable expenses; connected program with some exceptions.</p> <p>(0-5) – Not well constructed; no connection to program.</p>

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2.2.3 Board of Directors – Attachment (#4) (maximum 3 points) REQUIRED Score _____	
Complete the template provided.	<p>(3) – All requirements met; financial, programmatic, and content experts on the Board.</p> <p>(1-2) – Some information not provided; unclear if financial, programmatic, and content experts on the Board.</p> <p>(0) – Not completed correctly or attachment not provided.</p>
2.2.4 Parent/Caregiver Survey-Attachment (#5) (maximum 6 points) REQUIRED Score _____	
The utilization of a parent/caregiver satisfaction survey is required for all children enrolled in summer programming. Attach a draft of the survey you are proposing to use with the submission.	<p>(4-6) – All fields answered and completed correctly; Camp Summary is accurate and understandable by the general public.</p> <p>(1-3) – Some fields not completed correctly; Camp Summary lacks clarity.</p> <p>(0) – Attachment not provided.</p>
2.2.5 Letters of Support – Attachment (#6) No Score	
<p>Up to THREE letters per proposal may be applicable, only if services proposed include:</p> <ul style="list-style-type: none"> Operating any part of the program in community-based locations (that are not owned or leased by Proposer). <p>Letter(s) must be:</p> <ul style="list-style-type: none"> On official letterhead indicating space provided for <u>2024</u> program; and Signed and dated by an Authorized Official. 	<p><i>This section does not have a score; however comments will be recorded.</i></p> <p>Were the letters required per RFP?</p>
2.2.6 Audited Financial Statements – Attachment (#7) Reviewed by CBHC No Score	
Total (maximum 100 points) Final Score _____	

This rating form is subject to public records and is open for inspection and copying in accordance with the Chapter 119, Florida Statutes.