

Children’s Board of Hillsborough County
PRO 2025 – 05 Request for Proposals (RFP)
LEVEL (3) Leading Grant-Children’s Board Free Family Day
Appendix (#1) – Relative Governing Board Policies / Standard Conditions for Procurement

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 CBHC 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, national origin, age, gender, sexual orientation, disability, or marital status.

The Grantee shall not discriminate in providing services on the basis of race, color, religion, national origin, age, gender, sexual orientation, disability, or marital status.

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

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

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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
Draft – Subject to Change

CHILDREN’S BOARD OF HILLSBOROUGH COUNTY
FY 2024-2025 (Revised sections are highlighted)
GENERAL TERMS AND CONDITIONS
STANDARD CONTRACT - COST REIMBURSEMENT

1. Services and Findings: The PROVIDER will provide the services described in Attachment 1, Scope of Service, Service and Performance Objectives (hereafter “Services”) for the residents of Hillsborough County. 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 the Agency’s name and the Program’s name as described in 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 that are accessible and convenient to the clients residing, professionals working, or children attending school in the area indicated on the contract cover sheet. 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.)

Service Outside Designated Areas – A PROVIDER or a Sub-contractor of a PROVIDER services funded in whole or in part by this Agreement provided to a person residing outside of the PROVIDER’S service areas designated by this Agreement will be issued an Out of Compliance letter if not pre-approved.

Outside-Area Emergency Services - 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 contract award amount or extend the term at no additional amount.

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

- a. The CHILDREN'S BOARD Reimbursement Request Forms, which, if received by 5:00 p.m. on Friday, the payment may be released (under normal operating conditions) on the following Friday.
- b. Client data collection and other reports or information requested by the CHILDREN'S BOARD, including those reports listed in Attachment (1), Scope of Service, Services (2), and Reporting (3). PROVIDER is responsible for employees paid in whole or in part by the CHILDREN'S BOARD to account for work time in the event their responsibilities are re-directed under crisis circumstances or are unable to report to their normal place of business (e.g., COVID-19).
- c. The CHILDREN'S BOARD will reimburse the PROVIDER for services provided and expenditures incurred and paid. Services provided and items purchased must be performed and 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 paragraphs (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.

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:

- (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 promptly furnish a copy of the assignment or sub-contract to the CHILDREN'S BOARD;
- (4) funds from other sources that 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, 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).

The CHILDREN'S BOARD may require proposed modifications other than those permitted in this paragraph (5) 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 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 \$1,000 or 15%, 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 without a contract amendment.
 - 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 for service site(s) changes in advance for CHILDREN'S BOARD 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). 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.

- i. A Participant means any person receiving any Service funded in whole or part by this Agreement.
- ii. 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.
- iii. A Critical Incident means any of the following incidents involving PROVIDER'S Participants or any Participant of a sub-contractor of PROVIDER. A Critical Incident also includes any of the following incidents that include a specific reference to an Employee or volunteer. A CRITICAL INCIDENT is any:
 - a. Abduction—An incident in which an individual who does not have care and custody of a Participant wrongfully takes the Participant.
 - b. 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.
 - c. Arrest – PROVIDER Employee, PROVIDER volunteer, or PROVIDER's sub-contractors 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. Arrest also includes the arrest of any PROVIDER officer for any reason.
 - d. Death of Participant – The death of any Participant if the death may be related to or is alleged to have been related to the Participant's involvement in a PROVIDER program funded in whole or in part by this Agreement.
 - e. 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.
 - f. Sexual Battery – Any allegation of sexual battery involving a Participant, 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.
 - g. 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.
 - h. Unplanned Law Enforcement Involvement

i. Unplanned Media event in which the CHILDREN'S BOARD may be reasonably expected to provide a response.

j. Class One Violations issued by the Department of Children and Families

k. 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 monthly 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.

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)
- (h) Attachment (5) entitled "Addresses (Contact List)"
- (i) Attachment (6) E-Verify Affidavit
- (j) Attachment (7) Required Demographic Data
- (k) Attachment (8) No Coercion for Labor or Services Affidavit
- (l) Attachment (9) Foreign Country of Concern Affidavit

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.

a. 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 requested information and 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, 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 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:
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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%

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 a UNIVERSITY PROVIDER develops, 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 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 that 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 are funds paid to the PROVIDER by the CHILDREN'S BOARD that are not due to the 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 PROVIDER's basic financial statements. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America as promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA). All PROVIDERs with a contract term of 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 is to determine whether the 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 the audit findings

are resolved.

- 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 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 to 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 the 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. In compliance with s. 787.06(13), Florida Statutes, the PROVIDER will execute Attachment 8 to certify that it does not and will not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.

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:

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.

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 the use of its funds as a 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 childcare 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 diversification, including, but not limited to, fund development (such as donations, special events, endowment, and fundraising 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. In compliance with s. 287.138(4)(a), the PROVIDER will execute Attachment 9, attesting that it is not owned by the government of a foreign country of concern as identified in s. 287.138(1)(c), Florida Statutes; does not have a controlling interest in the PROVIDER and is not organized under the laws of, or has its principal place of business in a foreign country of concern.

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 written 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 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 database by listing and updating its agency and program information and profile with www.211atyourfingertips.org during the term of this Agreement.

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: 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 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.

- a. In the event of a local, state, or federal government declaration of a state of emergency pursuant to 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.
- b. The CHILDREN'S BOARD may continue to pay the PROVIDER for up to six (6) months after a declaration of emergency to assist the PROVIDER in recovering its financial and institutional capacity that may have been diminished in performing Emergency Management Services.
- c. The Emergency Services Work Plan and any amendment may be in writing or by oral agreement recorded in any form of audio recording.
- d. 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 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.

FY 2024 - 2025 BUDGET INSTRUCTIONS FOR NEW PROGRAM FUNDING

NEW PROGRAM FUNDING BUDGET SUMMARY

The New Program Funding Budget provides a summary of the total projected NEW 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 tabs: the budget summary, salary detail, and the budget narrative.

The New Program Funding Budget provides specific revenues and expenditures for the program to be funded by the Children's Board of Hillsborough County (CBHC) for the initial contract period through the end of the fiscal year (September 30) and the estimated annual revenue and expenditures for the next full fiscal year (October 1 to September 30). This includes the total program budget for the entire program including expenses reimbursed by other revenue sources. The budget should include the total cost of the program.

Column (1) is the Total Program Budget for the initial contract period through September 30; Column (2) includes the CBHC portion of the budget for the initial contract period; Column (3) is the annual Total Program Budget for the next full fiscal year (October 1 to September 30); Column (4) is the CBHC portion of the budget for the next fiscal year.

Special Notes:

If only one year of funding is being requested, only fill out columns one and two.

Budget figures should be rounded to the nearest dollar.

The figures on the New Funding Budget Summary tab will be linked to the figures on the Budget Narrative Year 1 and Year 2 tabs.

Do not add or change categories or line items listed on any of the budget forms. Documents submitted on outdated forms will be rejected.

BUDGET NARRATIVE

Each budget 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.

Provide a budget narrative for both year one and year two. Indicate if expenditures budgeted in year one are startup, one-time expenditures. If the year two amount is the same as year one, state that in the narrative. If the year two amount is different, provide the detail of how the year two amount was calculated.

Do not use acronyms in the narrative.

In the top left corner of the "New Funding Budget Summary" tab, on the line titled "Total Agency Budget", please indicate the entire agency's budget amount for the most recent fiscal year.

REVENUES

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

If the budget is for a lead agency with sub-contractor(s), list all revenue sources for the sub-contractor(s) in the lead agency budget in the total program columns noting the sub-contractor agency's name that generated the revenue on each line.

Children's Board Allocation:

The amounts requested from the Children's Board for both the first and second year on the New Funding Budget Summary tab will be linked to the figures on the Budget Narrative Yr 1 and Yr 2 tabs. Do not include any ASO allocation in these amounts.

Other Funding Sources:

Name each source of revenue for this program on a separate line by individual funder or type of revenue. This includes other grantors, contributions, fund raising events, in-kind revenue sources, etc. Include the following information in the narrative: if the revenue source pays for or does not pay for certain expenditures, if the revenue source has a required match and the length of the match commitment, and if the revenue source is time limited.

Special Note: Evidence of a required match from the primary funder must be provided to the assigned program/contract manager if CBHC funding is considered a "match" contract.

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). List each source of in-kind revenue separately

and describe what type of in-kind support is being provided.

Children's Board Administrative Services Organization (ASO):

Leave this line blank at time of application. If the proposed program is eligible and awarded, this amount will be discussed during contract negotiation.

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 model contributing to the outcomes or deliverables 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. 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, describe which items will be paid for by CBHC in the narrative for that line item.

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.

Ensure that the figures on the Salary Detail tab match those on the Budget Narrative tab.

The amount included should only be the percentage of the Full Time Equivalent (FTE's) providing direct services for the program.

Examples of administrative positions not to be included in the salary detail as a direct expense and are considered to be administrative/indirect positions as a general rule 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).

Salary Narrative: Include a brief description of the duties for each position, including if the position requires a person to be bilingual, or if the position is working in a specific geographic region/zip code(s). If a position regularly maintains a caseload of any kind,

indicate what the full capacity of the caseload would typically be at any given time.

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.

If the requested total amount of CBHC total expenditures is less than \$600,000, an Executive Director (ED) position may be allocated for direct services performed at a program percentage of between 5% and 50%. A description of tasks performed by the ED that relate to direct service and the percent of time spent on each task must be included in the narrative. Exceptions may be made for an ED of newly funded programs and those with budgets under \$300,000. An ED may not be allocated to the budget as a direct expense if there are already two levels of supervision/management included in the budget.

Special Note: CBHC may request a time study and/or ongoing documentation of time spent on direct service activities for those positions allocated to the program at less than 100%.

Salary Detail Tab:

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. **First Year Total Program Salary** - Total salary expense in the program being requested through the end of the first year (September 30). This amount should be a pro-rated amount of the gross annual salary based on the number of months the position will be filled for the first year. The pro-rated amount is multiplied by the percentage of time in program to determine the total program salary.
6. **First Year CBHC Amount** – The total salary expense in the program that is charged to the CBHC in the first year. The amount cannot exceed the first year Total Program Salary.

7. **Second Year Total Program Salary** - Total salary projected to be allocated to the program in the second year. This is calculated by multiplying the gross annual salary by the percentage of time in program.
8. **Second Year CBHC Salary** - Total salary expense projected to be charged to the CBHC in the second year. The amount cannot exceed the second year Total Program Salary.

Example: A case manager 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 Initial contract year will be from April 1 to September 30. $\$26,000 \times 50\% = \$13,000 \times (6 \text{ months}/12 \text{ months}) = \$6,500$.

(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: Case Manager	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, and long term and short term disability. 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 for each type of benefit.

Special Note: Payroll processing fees are not allowable as a direct program expense as these costs are considered administrative/indirect.

Contractual Services:

Sub-contractor Partners – If your agency is a lead agent, include those sub-contractor partner agencies that contribute to the outcomes for the contract. More information regarding sub-contractor partners may be found in the funding release. Attach a full budget summary, salary detail, and budget narrative for each sub-contractor partner.

Other Vendor Services - Include costs of services rendered to the program by independent professional practitioners and/or consultants. List each vendor and/or type of professional service separately with a brief description of the service and how the amount was calculated. Include the estimated rate and unit of service.

Occupancy Costs:

Indicate the dollar amount budgeted for the space used to provide services and/or house direct service program staff in Hillsborough County. If services included in the contract are for participants living in a residential facility, do not include occupancy costs associated with the residential facility.

Only include the projected expenditures to provide the services described in the contract. If you are allocating a portion of already existing expenditures in 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. Be consistent with the percentage allocated when doing so in more than one line item.

In most cases, expenses should be charged to the contract using the actual cost directly related to each program. If expenses such as occupancy costs or insurance are allocated to the program, a copy of the backup used to allocate the expense to the program showing the detail of what actual expenses were allocated for the month and the percent allocated to the program will be requested. If occupancy or insurance costs are allocated, either building square footage or total FTEs are typically used as the allocation method. If the total FTEs method is used, any square footage (space) that is used for non-CBHC program purposes (such as residential or other administrative) should be removed from the calculation used to determine the allocation.

Building Lease/Rent: Include the cost per square foot of the rented space, total square feet and the amount of the space being allocated. If other services are being provided in the same space during the facility's available hours, the % of total rent allocated should be adjusted. Include in-kind rent (if any) on a separate line in the rent line item. Include a budget narrative that clearly describes the methodology for how the costs were calculated. If staff spend the majority of the time out in the community, individual office space should not be budgeted for all of those staff. Shared touch down space may be budgeted.

Example Narrative:

- Building Lease/Rent – The building is 6,000 total square feet at a cost of \$12 per square foot. Total annual rent for the building is \$72,000. The program uses 40% of the space. Total program rent is \$2,400 per month or \$28,800 per year.

Special Note: Children's Board funds cannot reimburse for costs included as rent/lease to an agency that owns its building or for mortgage expenditures. See the occupancy allocation description.

Occupancy Allocation: This line item is only used when the building is owned by the agency: An occupancy allocation can be budgeted that includes expenditures

directly related to the general maintenance of the assigned square footage if those items are not being charged in the other lines in the occupancy category.

- Items that may be included in the allocation are utilities, janitorial service for areas used by participants, property insurance, A/C general maintenance, minor maintenance to space utilized by participants, monthly electronic security systems, and fire extinguisher maintenance.
- Items that cannot be included in the allocation are mortgage payments (interest and principal), depreciation, taxes, major maintenance projects, pest control, capital improvements, lawn maintenance, maintenance staff, and security staff.

Clearly explain what expenses are included and how the allocation was calculated in the narrative. The allocation should be based on square footage used and should be described in the narrative.

Please Note:

- A full allocation plan including the specific items, amounts and method of allocation must be pre-approved by CBHC.
- Back up documentation detailing the expenses included and how the allocation was made to the program must be pre-approved prior to submission with each monthly reimbursement request.

Janitorial Expense: Include the cost of regular cleaning services of the space utilized by participants and its frequency. Allocate the share of the expense based on the square footage used by the program participants.

Security: Include the cost of monthly monitoring of a security system. Allocate the share of the expense based on the square footage used by the program participants. Do not include the cost to purchase, install a system or the cost of security personnel.

Telephone/Internet:

When budgeting items in this line item (and computer supplies), keep in mind that if staff are out in the community instead of working in an office, costs for land lines, office internet, etc. should not be budgeted in addition to costs such as cell phones, air-cards and laptops or tablets.

Land lines: In general, the monthly cost of an existing agency phone system (land lines) is considered to be an administrative/indirect expense. However, if additional CBHC funded program staff are hired by the agency, and taking phone calls is a program activity for these additional staff, any marginal cost incurred for additional phone system services for these

additional staff may be included in the budget as a direct expense. If amounts for land lines include an allocation of a portion of the total agency cost, the total FTEs method should be used to determine the allocation.

Cell phones: The monthly cost for voice service for cell phones may be included for direct service staff providing community-based services at a maximum of \$35 per month per FTE. List the position(s) being provided a cell phone or stipend and the cost per FTE. If the FTE is less than 100%, prorate the monthly cost based on the FTE percentage. Do not include the cost of purchasing cell phones or accessories for the cell phones.

Internet: Describe the total cost for the office internet and how the percentage was allocated for the direct use for the program. Do not allocate a portion of an existing internet or wireless system. The total FTEs method should be used to determine the allocation. Include cost for air cards or data plans for laptops or tablets used in the field for positions providing community-based services that document services while out in the field at a maximum cost of \$45 per month. List the positions being provided data plans or air cards. If the FTE is less than 100%, prorate the monthly cost based on the FTE percentage.

Utilities: Describe the specific types of utility costs and the total cost for the agency or building and how the cost for the program was allocated. Allocate the share of the expense based on the square footage used by the program participants. Do not include cost of garbage pick-up.

Please Note:

- If any occupancy costs are allocated to the CBHC program budget based on utilization of space by participants and/or employees, the allocation must be calculated based on the physical presence of participants during service delivery and/or the physical presence of employees working in the space.

Other Operating Costs:

Other Operating costs are those costs directly related to providing program services. Provide specific detail in the narrative section of what will be purchased, the quantity (if applicable), and cost for each 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 only to provide services to clients, attend program related meetings, or attend local training events. 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.

Special Note: When CBHC reviews the information from this line item during the annual fiscal site visit, the purpose for the local travel must be clear on the employee reimbursement form.

Training/Conference Expense & Travel: CBHC will pay for conferences directly related to program model. Include the name of the conference, virtual or in-person, the cost (known or estimated) of the conference registration, travel (air or out of town mileage), hotel, and meals as applicable in this line item for staff included in the salary detail or program participants. Include number of attendees and their positions. If the conference is out of town, transportation to and from the airport and hotel may be included in the budget. Meal expense should be budgeted by using the federal rate (see www.gsa.gov for Meal Expenses Breakdown). Actual meal expense is not reimbursed. If a meal is provided at the conference, CBHC does not reimburse for that per diem meal. Do not include the cost of a rental car unless pre-approved by CBHC.

Special Note: Do not include the cost to attend Nonprofit Leadership Center trainings.

Rent & Lease/Equipment: Include the rental cost for new equipment leased for the program. Describe the total cost and how the percentage was allocated for the direct use for the program. Do not allocate existing agency expenses in the budget. Do not include copier lease if including per copy cost in printing & copying.

Insurance: Include the cost for liability, vehicle, and property insurance in this line. Describe the total insurance cost for the agency and how the cost for the program was allocated. If property insurance is allocated, the square footage method must be used. Allocate all other insurance expense by FTEs.

Postage: Explain how the amount was calculated.

Printing & Copying: Include outside printing cost and per copy copying cost (if lease expense for a copier is not charged in the equipment lease lines). Describe specific items to be printed in the narrative if known.

Advertising: Include advertising for vacant positions or legal ads only.

Outreach: Include expenses for announcements or promotions for program services, purchases of give-away items for outreach events, and vendor fees.

Memberships/Subscriptions/Licenses: Only include memberships that are associated with model fidelity and used by the program only. Do not include general agency memberships. Be specific if the membership is purchased for the agency or a staff member (title) in the budget narrative.

Background Screening (volunteers): Include costs for level II background screenings for volunteers only (including interns). Costs for fingerprinting employees are considered to be an administrative/indirect cost (see the administrative/indirect section).

Information Technology (IT) Expense: This line should be used by exception and must be approved by CBHC. Include IT expense for data systems **accessed by participants** and used specifically to generate information for reporting on CBHC outcomes and demographic information. Include expense for electronic health or client (participant) record systems that interface with and are used with the client. Support to a computer lab or technology for participants' use may also be included. Do not include allocation for general agency IT expense such as software cost, maintenance, servers, and/or staff as these costs are considered to be administrative/indirect.

Office Supplies: Provide detail of what will be purchased if known and how the amount was calculated. A maximum of \$25 per month per FTE may be allocated to the program budget if the amount was calculated as an allocation per FTE.

Computer Supplies: Include computers, software, printer ink and other computer supplies. If computers are to be purchased, list which position(s) will use the computers or if the computers are for participants. CBHC will pay a maximum of \$600 per computer. Accessories (keyboard, mouse, monitor, docking station, etc.) may be budgeted separately. Computers may be replaced after 3 years. Include the agency computer refresher/replacement schedule if asking to replace computers. For software purchases, include the cost of the physical disk or license purchased. If a particular software is sold on a "per machine" basis only, include the cost of each physical disk or license purchased. Any software purchased must be necessary for program service delivery.

Operating Supplies: Include consumable supplies, such as program cleaning supplies and paper products for use with program participants.

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

Evaluation Supplies: Include measurement tools and/or questionnaires

purchased in order to evaluate program services and/or participants in this line. Include cost per item x number of participants.

Training Supplies: Include the cost of supplies when the program is providing the training for the community, program participants or staff members.

Client / Participant Supplies: Include consumable materials and items given to the client to take with them that supports program outcomes. Include cost per item x number of participants. Examples are educational toys, written educational materials, snacks, school supplies, safety products, and basic needs items not covered through the ASO.

Community Activities & Events: Include items purchased for group or community activities including events with volunteers that support program activities in this line. Describe the activity, frequency, and estimated cost per each item/activity. Examples include: food, volunteer stipends, items for events, community service projects, or the cost for field trips (for educational activities included in the matrix to support service delivery model). Volunteer stipends may be paid in recognition of appreciation as a nominal flat fee per event, month, or year, not to exceed \$500 per person per fiscal year. Hourly volunteer stipends may only be paid in an unfunded expansion of an otherwise funded Americorps program.

Transportation for Clients: Include vehicle rental, bus passes, cab vouchers, and/or any other expense to transport clients to services or events.

Special Note: If using an agency vehicle:

- Allowable expenses include the expense for a driver and fuel for the actual vehicle used for the program. 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.

Family Advisory Council: Include expenses for Family Advisory Council(s) comprised of program participants in this line. This includes items directly associated with the budget managed by the Family Advisory Council.

In-Kind Expense: Include the monetary value of all services and items donated to the program except in-kind rent (included in occupancy) on this line. List each type separately, for example, volunteers, donated goods, food, etc.

ASO Flexible Funds: Leave this line blank at time of application.

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.

Lead Agencies with Sub-contractor(s): The administrative/indirect budget for the lead agency is limited to 10% of the first \$25,000 of each sub-contract (for a maximum administrative/indirect expense of \$2,500 for each sub-contractor partner). Each sub-contractor is allowed 10% (or 20%) of the direct expenditures for administrative/indirect expense in its budget.

Lead Agency calculation example when a sub-contractor over \$25,000 is involved (assumes lead agency qualifies for 10% admin rate):

Total Direct Expenses	\$1,200,000	
Less 2 Sub-contracts	(800,000)	(\$400,000 x 2)
Net Direct Expenses	400,000	
CBHC Indirect/Admin	40,000	(10%)
Plus allowance on sub-contracts	5,000	(10% on first \$25,000 or \$2,500 each)
Total CBHC Admin/Indirect	\$45,000	

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.

Total Expenditures: Sum of all expenditures. This line is automatically calculated.

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 as direct expenses:

Salaries and Benefits

- Sick time payout when an employee leaves the position or upon contract termination or program closure
- Severance pay when an employee leaves the position or upon contract termination or program closure
- Payroll processing fees
- Tuition
- Incentives
- Bonuses
- Other benefits not listed on the budget forms

Occupancy:

- Rent for storage space
- Mortgage payments (interest and principal)
- Interest
- Depreciation
- Taxes
- Major maintenance or capital improvements (improving assets, repairing the roof)
- Lawn maintenance
- Maintenance staff
- Security staff
- Pest control
- Garbage pick-up (waste bin fees charged on water bill)
- Costs associated with buildings/space not used by the funded program (in occupancy allocation)
- Cell phones for staff other than direct services staff out in the field for safety purposes

Other Operating Costs:

- Local travel from the person's residence to the destination that is a regularly assigned work location
- Rental cars
- Vehicle lease or purchases
- Vehicle maintenance
- If the program has an ASO allocation, ASO allowable expenses should be purchased through the ASO instead of the program contract
- The allocation of existing costs of an agency that do not directly relate to producing outcomes in the contract
- Postage machine rental or purchase
- Cost for scanning
- Religious materials
- Agency audit
- Prepaid gift cards

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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) Score _____	
Submit a completed Cover Sheet, Attachment (#1) . <u>Two distinct individuals</u> (Agency Official and Board Chair) must date and sign the original copy.	<p>(4-6) – All fields answered and completed correctly; Program Summary is accurate and understandable by the general public.</p> <p>(1-3) – Some fields left blank or not completed correctly; Program Summary lacks clarity of proposed program services.</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) Organization’s Mission Statement; b) Indicate years of operation and programs currently offered in Hillsborough County; c) Briefly describe qualifications and background of the management and finance staff and include if they are paid employees, volunteers, or contracted; d) Briefly name formal designations, licensures, or accreditations for your organization; (if applicable) e) Provide an example of how the organization ensures equal opportunity to employ staff, recruit volunteers, and recruit Board members based on the needs of the organization and demographic composition of Hillsborough County; f) Disclose any history of contract cancellation, filing of bankruptcy, lawsuits against the organization or its predecessor organization(s); and g) Describe organization’s internal quality assurance procedures for managing grant funding in the following areas: <ul style="list-style-type: none"> o Contract compliance; o Meeting reporting deadlines; and o Fiscal accountability. 	<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; established procedures for quality assurance; provided specific examples to address areas; RFP Statement of Purpose can be fulfilled.</p> <p>(3-6) – Some bullet points not addressed; points addressed, but not well developed; lacked specific examples requested and used general statements; 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) Indicate which accounting system is used by the organization; b) Indicate if written financial policies and procedures have been established; and c) Provide an example of how one is used in daily operations for managing grants. 	<p>(7-10) – All bullet points addressed; infrastructure to handle the investment financially and programmatically feasible sustainability; compliant with generally accepted accounting principles; provided specific examples to address areas.</p> <p>(3-6) – Some bullet points not addressed; all points addressed, but not well developed; lacked specific examples requested and used general statements unclear if the organization can manage the grant funds.</p> <p>(0-2) – Poorly constructed; lacked too many details to ascertain organization capability of managing the grant funds.</p>
2.1.3 Statement of Need and Population to be Served (maximum 10 points)	Score _____
<ul style="list-style-type: none"> a) Provide a clear description of the population you propose to serve, including age focus; b) Specify program eligibility for event participants; and c) Detail evidence from families, local community partners, or community assessments that supports the need in Hillsborough County for the proposed model. 	<p>(7-10) – All bullet points addressed; connection was made among the population, age focus, sufficient evidence presented that services will support local need. Data or evidence supports Hillsborough countywide or geographic need.</p> <p>(3-6) – Some bullet points not addressed; all points addressed, but not well developed. Data or evidence supports national not local need.</p> <p>(0-2) – Poorly constructed; lacked too many details to ascertain if serving local need. No data or evidence to support need.</p>
2.1.4 Proposed Program Description and Design (maximum 25 points)	Score _____
<ul style="list-style-type: none"> a) Specify number of events with location details and duration; b) Specify type of best practices and/or curriculums that will be used to deliver services; c) Describe staff training requirements for the model to be used; d) Describe volunteer training if applicable; e) Describe community marketing strategies; f) Describe how you incorporate linguistic and culturally competent staff and practices; and g) Provide one example of how you will engage program participants to assist you with program evaluation and/or improvement. 	<p>(20-25) – All bullet points addressed; meets the child, family and community objectives; accessible to target population; clear method of service delivery (location , duration, time of day, and frequency) and activities; solid strategy to engage and retain participants; sufficient plan to engage participants in improvement; and process for collecting data described. Clear description of program service delivery from start to finish.</p>

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	<p>(10-19) – Some bullets not addressed; all points addressed, but not well developed.</p> <p>(0-9) – Poorly constructed; lacked too many details to understand program components.</p>
2.1.5 Partnership and Collaboration	No Score
If there are informal partners, name partners and describe their role <u>in this proposed program</u> for which a Letter of Support was not submitted or applicable as indicated in Section 2.2.4 - Letters of Support.	<i>This section does not have a score; however comments will be recorded.</i>
2.2.1. Matrix/Work Plan– Attachment (#2) (maximum 10 points)	Score _____
<p>Outcomes: Complete the first two outcome statements and include the third as written.</p> <ol style="list-style-type: none"> 1. At least # children birth to middle school age and their parents/caregivers have access to....(specified by Proposer). 2. At least # parents/caregivers are involved in family engagement activities focused on...(specified by Proposer). 3. At least 85% of # parents/caregivers have increased knowledge of community resources. (Required as written) <p>Objective: One sentence that includes the total number of participants that will be enrolled with a target population descriptor, main service, and main service location.</p> <p>Responsible Parties: List staff, volunteers, or community partner contributing to outcome.</p> <p>Activities: Brief and specific service titles, frequency, and duration to meet each outcome. Activities reflect services offered to the target population to meet the outcome. <u>Activities are not for program administrative tasks such as entering data.</u></p> <p>Indicator Measurements: Proposers are encouraged to select validated measurement tools that have proven to be effective in quantifying the intended outcomes.</p> <p>Special Note: Indicators set specific expectations as evidence that the outcome was achieved by the program participant. Indicators must correspond to the measurement instrument proposed for each outcome in the Matrix/Work Plan and will be finalized if an award is granted.</p>	<p>(8-10) – All requirements met; outcomes support program design; clearly defined activities.</p> <p>(4-7) – Some requirements met, but outcomes presented do not support program design or were not from the list.</p> <p>(0-3) – Not well constructed; no connection to program design.</p>
2.2.2 Budget – Attachment (#3) (maximum 20 points)	Score _____
The Children’s Board is seeking to invest in programs that deliver high quality services for children and families in Hillsborough County. Proposers should request necessary funds to operate the program according to the service delivery model and include expenses that are necessary to operate effectively to meet outcomes. The Children’s	<p>(13-20) – All requirements met; expenditures connect to program; narratives explain calculations; support from other revenue; full narratives visible and not cut off, forms not altered.</p>

Children’s Board of Hillsborough County
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LEVEL (3) Leading Grant-Children’s Board Free Family Day
Appendix (#5) – Community Review Team Scoring Criteria

<p>Board encourages Proposers to pay fair market wage for all employees listed in the Salary Detail (Budget Tab 2).</p> <p>Please refer to the New Program Funding Budget Instructions, Appendix (#3) to develop the budget summary, salary detail, and budget narrative for First Year and Second Year Operating Budget. First Year Operating Budget is the amount deemed necessary for startup and services or to fully operate events proposed between January 27, 2025 and September 30, 2025.</p> <ul style="list-style-type: none"> o First Year Operating Budget amount may not exceed \$75,000. <p>Second Year Operating Budget is the annualized amount deemed necessary to fully operate events proposed between October 1, 2025 and September 30, 2026 and may not exceed \$100,000.</p> <ul style="list-style-type: none"> o Second Year Operating Budget – To be determined based on final Year One budget if funded. (Grants are time-limited and may be renewed for one additional year.) <p>Complete and submit the required budget for both First- and Second-Year funding using the Excel file posted with the release which includes <u>four</u> tabs:</p> <ul style="list-style-type: none"> • Tab (1) – New Program Funding Budget Summary, • Tab (2) – Salary Detail, • Tab (3) – First Year Budget Narrative, and • Tab (4) – Second Year Budget Narrative. <p>SPECIAL NOTES:</p> <ul style="list-style-type: none"> • Do not change or alter the Excel form. • First Year budget may include one-time expenses that may not be necessary in Second Year. • Unallowable expenses included in the budget are subject to removal and the overall budget may be reduced if Proposer is recommended for funding. • If the program charges fees for services, they must be included in the “other funding sources” line of the budget under the revenue section. 	<p>(6-12) – Some requirements not met; all requirements met but completed incorrectly or included unallowable expenses; connected program with some exceptions; some narratives cut off.</p> <p>(0-5) – Not well constructed; no connection to program.</p>
<p>2.2.3 Implementation Plan – Attachment (#4) (maximum 6 points)</p>	<p>Score _____</p>
<p>Use template provided to submit a <u>one-page</u> Implementation Plan based on the First Year Activities and Operating Budget which includes anticipated start date for services. Implementation Plan may only be one page, delete unused rows, and begin in the same month as contract term.</p>	<p>(5-6) – All requirements met; Dates are within the contract period and include start date of services); realistic.</p> <p>(1-4) – Some requirements met; Start date of services not clear; Lacked detail; plan may be unrealistic.</p> <p>(0)– Not completed correctly or attachment not provided.</p>

Children’s Board of Hillsborough County
 PRO 2025 – 05 Request for Proposals (RFP)
 LEVEL (3) Leading Grant-Children’s Board Free Family Day
 Appendix (#5) – Community Review Team Scoring Criteria

2.2.4 Letters of Support – Attachment (#5)		No Score
Up to <u>three current</u> Letter(s) of Support are required ONLY IF Proposer intends to:	<i>This section does not have a score; however, comments will be recorded.</i>	
<ul style="list-style-type: none"> ○ Receive in kind goods or services that complement the proposed events. 	Were the letters required per RFP?	
2.2.5 Board of Directors – Attachment (#6) (maximum 3 points)		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>	
2.2.6 Audit, Review, Unaudited Annual Financial Statements – Attachment (#7)		No Score
Reviewed by CBHC		
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.