

AGREEMENT

between

Children's Services Council of Broward County

and

Hollywood Art and Culture Center, Inc.

and

City of Hollywood

for

CSC Maximizing Out-of-School Time (MOST GP)
PROGRAM

12-2758
CONTRACT NUMBER

This Agreement, entered into this 1st Day of October, 2014 by and between the CHILDREN'S SERVICES COUNCIL, an independent special tax district of the State of Florida, hereinafter referred to as "CSC," and Hollywood Art and Culture Center, Inc., a not for profit Florida corporation, hereinafter referred to as the "FISCAL AGENT", and City of Hollywood, a not for profit Florida corporation, hereinafter referred to as "PROVIDER."

WHEREAS, this Agreement will enable PROVIDER to provide services, not otherwise funded by any other public funding source; and WHEREAS, funding given to FISCAL AGENT to manage for the PROVIDER has been found and declared to be for a public purpose.

NOW, THEREFORE, the parties agree as follows:

I. TERMS OF AGREEMENT

The CSC exercises the **second** renewal option for the period of **October 1, 2014, through September 30, 2015**. The Agreement may be renewed for additional periods comprising the Renewal Option Periods from **October 1, 2015, through September 30, 2016; October 1, 2016, through August 31, 2017**, at the end of the term at the sole option of the CSC. The Renewal Option Periods shall collectively be referred to as the "Agreement Term."

In the event that the CSC does not exercise a Renewal Option Period as stated above, the CSC may extend the existing Agreement for a period not to exceed nine (9) months. Such extensions shall be exercised at the sole discretion of the CSC in a written Amendment to the Agreement, changing the end date of the Agreement. The Amendment for extension shall be duly executed by the CSC. At the sole discretion of the CSC President/CEO, the CSC President/CEO may extend the expiration date of the term of this Agreement up to three (3) months upon written notice to PROVIDER.

FISCAL AGENT and PROVIDER understand and acknowledge that the funding will only be for the Agreement Term stated herein. This Agreement is renewable at the sole discretion of the CSC, contingent upon but not limited to the following:

- A. FISCAL AGENT and PROVIDER adhere to Appendix B, FISCAL AGENT and PROVIDER GUIDELINES.
- B. Continued demonstrated and documented need for the services or priority area of funding;
- C. Satisfactory program performance by PROVIDER. It being understood that Fiscal Agent's ability to comply with the Section is dependent on the Provider's complying with its obligations hereunder with regard to reporting and providing documents; and
- D. The availability of funds from CSC. In accordance with Chapter 2000-461 of the Laws of the State of Florida, the CSC is prohibited from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year. Therefore, the following funding out provisions are an integral part of this Agreement and must be agreed to by the FISCAL AGENT for PROVIDER:

The CSC may, during the contract period, terminate or discontinue the services covered in this proposal at the end of CSC'S then current fiscal year upon forty-five (45) days prior written notice to the successful proposer. Such prior written notice will state that the lack of appropriated funds is the reason for termination.

This written notification will thereafter release CSC of all further obligations in any way related to the services covered herein. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

- E. This Agreement may be terminated with cause or without cause in accordance with the provisions contained in Section VI of this Agreement.

II. SCOPE OF WORK

- A. PROVIDER agrees to provide the services and meet the outcome measures set forth in Exhibit A, Scope of Work.
- B. PROVIDER agrees to attend seminars and/or training sessions as requested by CSC staff.
- C. FISCAL AGENT and PROVIDER agree to comply with the Monitoring/Reporting Requirements specified in Section V of this Agreement.
- D. Background Screening: the PROVIDER shall comply with the requirements for background screening as mandated in Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable.

III. ORDER OF PRECEDENCE

The Bid Solicitation and PROVIDER Proposal Response are hereby incorporated by reference as a part of this Agreement in the following Order of Precedence: Executed Contract, Bid Solicitation Requirements, FISCAL AGENT on behalf of PROVIDER Application for Funding.

IV. FUNDING AND METHOD OF PAYMENT

- A. The maximum amount payable by CSC to FISCAL AGENT for services provided by same and services provided by the PROVIDER under this agreement shall be **\$477,426.00** ("Contract Amount").
- B. The PROVIDER agrees to provide a CSC-required Match in the amount of **\$81,328.00** for the period of **October 1, 2014, through September 30, 2015**.
- C. The CSC agrees to pay for units of service or other deliverables actually provided, invoiced and documented as specified in Exhibit A, Scope of Work. An original invoice, in the format prescribed by the CSC, is due from the FISCAL AGENT on or before the tenth (10th) day of the month following the month in which services were rendered. CSC agrees to reimburse FISCAL AGENT on a monthly billing basis.

In order to be deemed proper as defined by the Florida Prompt Payment Act, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the forms as prescribed by CSC. Invoices and/or documentation returned to FISCAL AGENT for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. CSC shall pay FISCAL AGENT within thirty (30) calendar days of receipt of FISCAL AGENT'S properly submitted invoice.

- D. The FISCAL AGENT, on behalf of the PROVIDER shall submit the invoice for the end of the CSC'S fiscal year, for payment to the CSC no more than fifteen (15) days after the last day of the month the contract is terminated. If the FISCAL AGENT fails to do so, all rights to payment are forfeited and the CSC will not honor any requests submitted after the aforesaid time period for any service provided by either FISCAL AGENT and/or PROVIDER. Any payment due under the terms of this contract may be withheld until all reports due from the FISCAL AGENT on behalf of the PROVIDER are received by the CSC and any necessary adjustments thereto have been approved by the CSC.
- E. In the event this Agreement provides for more than one service or program, the Programs Manager may shift funding between services and/or program(s) components, at any time, upon written notice to FISCAL AGENT and PROVIDER; however, Programs Manager may not increase funding in excess of the Contract Amount and the total of these adjustments shall not exceed twenty percent (20%) of the total Contract Amount. It is the responsibility of the FISCAL AGENT to keep PROVIDER advised of any changes to this agreement.
- F. Submission of accurate, timely documentation and other requested information as required by CSC shall be considered a factor in evaluating future funding requests.

Invoices and/or documentation returned to PROVIDER for corrections may not be considered as submitted and shall be cause for delay in receipt of reimbursement.

- G. **FISCAL AGENT attests to CSC that no other reimbursement is available or used for invoiced services unless expressly authorized by CSC.** This Agreement specifically excludes Medicaid covered services provided to Medicaid certified clients. FISCAL AGENT shall bill and pursue collection of third party and client payments (where applicable) for services rendered under this Agreement. In the event CSC pays FISCAL AGENT for a service that later becomes eligible for Medicaid or other third party coverage, then FISCAL AGENT agrees to deduct the amount paid by CSC on its next invoice. In the event the FISCAL AGENT has submitted a final invoice, FISCAL AGENT shall reimburse CSC in the amount received by Medicaid or other third party payor within (30) days of receipt of that Medicaid payment. Additionally, the PROVIDER must note in the client file the date when clients become eligible for Medicaid or other third party payor. FISCAL AGENT shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any service covered by this Agreement, and shall make all such records available to CSC upon request. FISCAL AGENT shall report such fees; reimbursement, compensation or funding to CSC for such payments received which will be deducted from FISCAL AGENT'S invoices.
- H. No capital equipment shall be purchased under this Agreement. Capital equipment is defined by the Florida Statutes, Chapter 274, as items with a value greater than \$1000 which have a life expectancy of more than one year.
- I. FISCAL AGENT shall submit a W-9 IRS form providing the name, address and Federal I.D. Number of the official payee to whom payment shall be made.
- J. It is FISCAL AGENT'S responsibility to advise the Programs Manager, in writing, of changes in name, address and/or telephone number.
- K. PROVIDER must keep all incorporation related status and documents current on file with FISCAL AGENT.

V. MONITORING, REQUIRED RECORDS AND REPORTS

A. MONITORING:

FISCAL AGENT AND PROVIDER agree:

1. To assign appropriate staff as necessary to attend meetings with CSC staff to discuss issues and recommendations concerning quality of service; service delivery systems, coordination of services, consumer satisfaction, records maintenance, and funding maximization, etc.
2. To provide full access at administrative and service delivery sites to CSC during all announced and unannounced visits, for the purpose of examination of records and data covered by this Agreement as well as observation of service delivery, and consumer/PROVIDER staff interaction. CSC and PROVIDER shall maintain

the confidentiality of Client services and records in full accordance with any federal or state laws or federal regulations mandating such confidentiality.

3. To make all records and files pertaining to Clients subject at all times to inspection, review and/or audit by CSC.
4. That, if documentation is not readily available, then payments may be suspended until such time as the FISCAL AGENT and/or PROVIDER has rescheduled another monitoring appointment to occur within thirty (30) days.
5. To respond to any monitoring findings within the time frame specified therein, that back-up documentation to be used to support the billings and outcomes provided shall be approved in writing by CSC staff.
6. That, findings of monitoring reports, responsiveness to corrective action, and all the performance requirements of this Agreement and timeliness of requested information shall be considered factors in evaluating future funding requests.
7. To provide CSC access to records and client files developed relevant to this Agreement regarding assessment of Performance Measures beyond the expiration of this Agreement, as applicable.
8. Any monitoring reports and/or accreditation reports from other agencies or funding sources for similar services provided shall be submitted to CSC within thirty (30) days of receipt. Such reports shall be sent to Programs Manager.

B. REPORTS:

FISCAL AGENT and/or PROVIDER agree:

1. FISCAL AGENT and/or PROVIDER agree to comply and participate in any data collection as required by the CSC. In the event that the FISCAL AGENT and/or PROVIDER is approached by a third party to participate in a program evaluation study of a CSC funded program, FISCAL AGENT and/or PROVIDER agrees to submit the request to CSC and obtain prior approval from CSC. If approved, FISCAL AGENT and/or PROVIDER agree to furnish CSC with any and all related program evaluation reports.
2. Also, FISCAL AGENT and/or PROVIDER agree to furnish CSC with any and all reports required in this Agreement within the accompanying time requirements as noted.
3. In the event services similar or identical to those covered under this agreement are purchased and/or subsidized in whole or in part by another public or private funding source, notice of funding specifics shall be submitted to the Programs Manager.

4. Statistical Demographic Report: The FISCAL AGENT and/or PROVIDER agrees to maintain and report monthly (where applicable) information on client demographics which includes social security number, Broward County Schools student identification, age, gender, race, cultural influence, language spoken at home, country of birth, parental marital status, education levels and status in SAMIS or other format provided by, or approved in writing by, the CSC. PROVIDER agrees to track overall Client household income, other benefits received, types of services provided, and other information as required by the CSC.
5. Client Satisfaction Surveys: The FISCAL AGENT and/or PROVIDER agree to furnish the CSC with compiled results of any and all Client Satisfaction Surveys administered by the PROVIDER. Survey reports shall include the total number of surveys administered/mailed and the total number of surveys completed/returned. Upon CSC request, PROVIDER shall submit raw data from all administered Client Satisfaction Surveys.

The CSC may, at its discretion, administer or require the PROVIDER to administer Client Satisfaction Surveys, as deemed necessary. PROVIDER shall provide necessary client information and facilitate the administration of client satisfaction surveys, as directed by the CSC.

6. Client Performance Measure Data Reporting: The PROVIDER shall submit Client Outcome data, in the format provided by the CSC, within time frames specified by the CSC. The PROVIDER shall also report any barriers experienced in outcome achievement. The report should also include any noteworthy activities that have occurred during the term of this Agreement and such other information as requested..
7. Actual Expenditure Report: The FISCAL AGENT on behalf of the PROVIDER shall submit to the CSC an Actual Expenditure Report which reports by line item actual expenditures incurred in the performance of this contract. The report shall be submitted in a format to be provided by the CSC. Such expenditure information will be used to compile historical unit cost data and to analyze appropriate funding levels. Significant discrepancies between budgeted and actual costs may result in recoupment of funds. A final Actual Expenditure Report shall be submitted through SAMIS by the FISCAL AGENT on behalf of the PROVIDER within sixty (60) days after the end of the contract.

C. OTHER REQUIREMENTS:

1. INTERNAL DOCUMENTATION

FISCAL AGENT and/or PROVIDER agree to maintain the following, as applicable: (1) Personnel files including hiring records, job descriptions, policies, evaluation procedures, and background screening results, (2) Authorized time sheets, records, and attendance sheets, (3) Daily activity log and monthly calendar, (4) Signature of person at sites authorizing presentations, (5) Training modules, (6) Pre and post session questionnaires, (7) Client information release

form, (8) Community Resource Inventory Organizational Profile update, (9) Emergency Disaster Plan and (10) Such other information as requested by CSC.

2. UNITS OF SERVICE

FISCAL AGENT and/or PROVIDER shall document and maintain permanent client records that reflect individual beginning and ending service times, dates of service and nature of service for all units of service provided under this Agreement.

3. TRACKING SYSTEM REQUIREMENTS

FISCAL AGENT and PROVIDER shall comply with the CSC'S Services and Activities Management Information System (SAMIS), as applicable, identifying all Clients referred to and from the program(s) funded under this Agreement. This shall include, but not be limited to, client information related to client demographics, and identification, referral sources, performance measurement data, service provision data and fiscal activities for all programs funded under this agreement.

4. PRO CHILDREN ACT COMPLIANCE

The FISCAL AGENT and/or PROVIDER shall comply with Public Law 103227 Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor area routinely used or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education or library programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantee. The law does not apply to children's services provided in the private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$ 1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

5. REVENUE MAXIMIZATION DOCUMENTATION

FISCAL AGENT and SERVICE PROVIDER agree to comply with any and all reporting and documentation requirements necessary for eligibility for Federal, State and other match funding opportunities to CSC for services provided under this Agreement, e.g., Title IV-E of the Social Security Act, Temporary Assistance for Needy Families (TANF) Block Grant, Medicaid Targeted Case Management, etc.

The FISCAL AGENT and/or PROVIDER shall complete all necessary and appropriate forms for all clients served under this Agreement. This data will be used by the CSC in federal funding revenue maximization efforts. All eligibility information shall be reported to the CSC quarterly, unless otherwise specified by the CSC, and copies of all eligibility forms shall be retained in the individual client/family case files and available for unannounced review by the CSC. Such

eligibility information shall not be used as a determination of client eligibility for program services funded under this Agreement.

VI. TERMINATION OF AGREEMENT AND NOTICE

- A. It is the intent of the CSC to assure consistent and orderly delivery of children's services. It is the further intent of the CSC to terminate Agreements only in those situations where such action is essential for the protection of its interest and the interests of children, as determined by the CSC.
- B. This Agreement may be terminated by the FISCAL AGENT, with or without service concurrence, of PROVIDER without cause upon no less than forty-five (45) days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery, with certified copy to PROVIDER.
- C. This Agreement may be terminated by the CSC without cause upon no less than forty-five (45) days written notice to the FISCAL AGENT, with certified copy to PROVIDER. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery to both parties.
- D. In the event that funds needed to finance this Agreement become unavailable, the CSC may terminate the contract upon no less than twenty-four (24) hours notice in writing to the FISCAL AGENT and PROVIDER. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery with copy to PROVIDER. The CSC shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management to provide 30 days notice for Termination for Lack of Funds. The CSC shall be the final authority as to the availability of funds and extension of notice beyond the minimum time herein stated.
- E. In addition to the rights set forth in sub paragraphs C and D above, this Agreement may be terminated by the CSC with cause upon no less than twenty-four (24) hours written notice to the FISCAL AGENT. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The CSC at its discretion may waive any breach by the FISCAL AGENT or PROVIDER in writing, but such waiver shall not constitute a waiver of any further breaches, including breaches of the same type.
- F. The above provision shall not limit the CSC'S right to remedies at law or to damages.

VII. AUDIT RIGHT AND RETENTION OF RECORDS

CSC shall have the right to audit the books, records, and accounts of FISCAL AGENT that are related to the Scope of Services under this Agreement. FISCAL AGENT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services under this Agreement. As defined in the Florida Single Audit Act, the PROVIDER agrees to allow the CSC, the comptroller, the Auditor General or other auditing body access to its records as required by Florida Statutes 215.97, Florida Single Audit Act.

FISCAL AGENT and/or PROVIDER shall preserve and make available, at reasonable times for examination and audit by CSC, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the Agreement Term of this Agreement and for five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CSC to be applicable to FISCAL AGENT and/or PROVIDER'S records, FISCAL AGENT and/or PROVIDER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by FISCAL AGENT and/or PROVIDER. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CSC'S disallowance and recovery of any payment upon such entry.

VIII. OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, studies, films, books, tapes, recordings, curricula, statistical compilations, materials, presentations, media materials, pamphlets, flyers, software and any other data and documents provided or created in connection with this Agreement (herein referred to as "Documents") are and shall remain the property of CSC. Upon termination of this Agreement, all documents prepared by PROVIDER, whether finished or unfinished, shall become the property of CSC and shall be delivered by PROVIDER to the CSC, at CSC request, within seven (7) days of termination of this Agreement by either party. Any compensation due to FISCAL AGENT on behalf of the PROVIDER shall be withheld until all documents are received as provided herein. FISCAL AGENT and PROVIDER nor its officials, agents or employees shall cause the copyright or trademark of any Documents (as defined herein) that are provided or created in connection with this Agreement without the prior written approval of CSC, in its sole discretion.

IX. INDEPENDENT CONTRACTOR

FISCAL AGENT and/or PROVIDER are independent contractors under this Agreement. Services provided by FISCAL AGENT and/or PROVIDER shall be by employees of FISCAL AGENT and/or PROVIDER and subject to supervision by FISCAL AGENT and/or PROVIDER, and not as officers, employees, or agents of the CSC. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of FISCAL AGENT and/or PROVIDER.

X. SUBCONTRACTING

FISCAL AGENT and/or PROVIDER shall not assign the responsibility of this Agreement to another party or subcontract for any of the work contemplated under this Agreement, without prior written approval of the Programs Manager. No such approval by the Programs Manager shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the CSC in addition to the total dollar amount stated in this Agreement. All such assignments or subcontracts shall be subject to the conditions of this Agreement and to any conditions of approval that the CSC shall deem necessary.

XI. FINANCIAL STATEMENTS

- A. Within 120 days of the close of its fiscal year, FISCAL AGENT agrees to submit to the CSC a certified independent fiscal audit of all its corporate activities and any accompanying management report(s) issued in conjunction with the audited financial statements. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS). If FISCAL AGENT is subject to an audit under the guidelines consistent with: 1.) Government Auditing Standards (GAS), issued by the Comptroller General of the United States; 2.) Office of Management and Budget (OMB) Circular A-133, Audit of States, Local Governments and Non-Profit Organizations; or 3.) The Florida Single Audit Act, Florida Statutes 215.97, and rules of the Auditor General of Florida, then a single bound report is to be provided to the CSC. Audit extensions may be granted in writing by the Programs Manager upon receipt in writing of such request with appropriate justification by the FISCAL AGENT.
- B. Supplanting: The FISCAL AGENT and/or PROVIDER shall not use funds provided by the CSC to replace funds from other funding sources.

XII. BOARD MEMBERS AND MEETINGS

Within 30 days of the effective date of this Agreement, FISCAL AGENT and PROVIDER will submit to the CSC a calendar of its scheduled Board meetings for the current fiscal year and an updated list of Board Members.

XIII. PUBLICIZING CSC SUPPORT

FISCAL AGENT and/or PROVIDER shall identify the CSC'S support on its letterhead, agency newsletter, annual reports and any other printed materials, display CSC support through banners and flyers and utilize every reasonable opportunity to publicize the funding received from the CSC. CSC agrees to provide FISCAL AGENT and/or PROVIDER with a camera-ready logo for such use.

XIV. PUBLICATIONS

FISCAL AGENT and PROVIDER agrees to supply the CSC, without charge, up to three (3) copies of any publication developed in connection with implementation of programs addressed by this Agreement. Such publications will state that the program is supported by the CSC. FISCAL AGENT and/or PROVIDER agrees that the CSC will have unlimited use of copyrighted materials developed under this Agreement.

XV. CONFIDENTIAL INFORMATION

The FISCAL AGENT and PROVIDER, its agents, employees or subgrantees will not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state statutes and any applicable federal regulations (45 CFR, Part 205.50) except upon written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

Written Statement of Purpose(s) for Collection of Partial Social Security Numbers:

In accordance with Florida Law, PROVIDERS shall inform all CSC funded program participants

and their parents/guardians, in writing, of the purpose(s) for which CSC collects and uses partial social security numbers (last four digits) from its participants and the parents/guardians of such participants. CSC-funded programs shall provide all individuals from whom it collects a partial social security numbers with a copy of a written statement that includes the following:

"The Children's Services Council of Broward County ("CSC") collects and uses partial social security numbers (last four digits) of participants of CSC-funded programs and the parents/guardians of such participants so that CSC may collect and use data from other agencies for comparison purposes in order for CSC to track and measure the impact of CSC-funded programs and services and to assist CSC with maintaining and improving successful programs and services. All individual information will be safeguarded and will not be disclosed. CSC's collection of the partial social security numbers from its participants and the parents/guardians of such participants is imperative for the performance of CSC's duties and responsibilities as prescribed by law. The partial social security numbers collected by CSC shall not be used by CSC for any purpose other than the purpose provided in this written statement."

XVI. NOTIFICATION FOR USE OF PARTICIPANT DATA

PROVIDER agrees to inform recipients of services of myriad uses of data by the CSC.

Written Statement of Purpose for Authorizing Collection of Data for Research

In compliance with research ethical standards, PROVIDERS shall inform all CSC funded program participants and their parents/guardians, in writing, of the purpose(s) for which CSC collects and uses data from its participants and the parents/guardians of such participants. CSC-funded programs shall provide all individuals enrolled in their programs with a copy of a written statement that includes the following:

"In order to continue funding programs like this one, Children's Services Council of Broward County ("CSC") conducts research to see how participants do while in the program, as well as after they leave the program. In addition to outcome data collected from participants in their program, CSC research staff may give participants additional surveys and assessments. CSC may also collect information on participants after they complete the program. The information collected after participants leave the program will come from county and state public health databases like Florida Department of Education. The information participants provide will not be used to identify them. CSC has created many safeguards to protect participants' privacy and to prevent unauthorized use or access to it. CSC is not allowed to release any of participants' personal information (Open Government Sunset Review Act; Section 119.15, F.S.)."

XVII. SECURITY OBLIGATIONS

FISCAL AGENT and PROVIDER shall maintain an appropriate level of data security for the information the FISCAL AGENT and PROVIDER is collecting or using in the performance of this contract. This includes, but is not limited to, approving and tracking all FISCAL AGENT and PROVIDER employees that request system or information access and ensuring that user access has been removed from all terminated FISCAL AGENT and/or PROVIDER employees.

XVIII. CLIENT RISK PREVENTION AND INCIDENT REPORTING

- A. FISCAL AGENT and PROVIDER shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll- free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, FLORIDA STATUTES, this is binding upon the FISCAL AGENT, PROVIDER and their employees.
- B. In the event of critical incidents such as serious client accident, injury or death, FISCAL AGENT and/or PROVIDER shall advise the Programs Manager immediately by phone and in writing within twenty-four (24) hours. All pertinent information such as Agency Incident Reports, Police Reports, actions taken, etc., shall be furnished by the FISCAL AGENT and/or PROVIDER to the Director of Program Services within twenty-four (24) hours of the incident, or receipt of such information.

XIX. NONDISCRIMINATION

Programs receiving funding from the CSC shall not discriminate against an employee, volunteer, or participant of the PROVIDER on the basis of race, color, gender, sexual orientation, religion, national origin, citizenship, disability, or age except that programs may target services for specific participant groups as defined in the application. Additionally, agencies receiving funds shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds. The parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CSC, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the parties shall take affirmative steps to ensure nondiscrimination in employment of persons with disabilities.

XX. INDEMNIFICATION CLAUSE

FISCAL AGENT shall at all times hereafter indemnify, hold harmless and, at CSC'S option, defend or pay for legal representation to defend CSC, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees (including at all levels of appeal), court costs, and expenses, caused by negligent act or omission of FISCAL AGENT or PROVIDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

The provision of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CSC, any sums due FISCAL AGENT under this Agreement may be retained by CSC until all of CSC'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CSC. The parties agree that such indemnification obligations shall survive the expiration or termination of this Agreement. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.

XXI. INTELLECTUAL PROPERTY RIGHTS

The FISCAL AGENT and PROVIDER will indemnify and hold harmless, CSC from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by CSC. If the FISCAL AGENT and/or PROVIDER uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with CSC.

XXII. INSURANCE

- A. FISCAL AGENT and PROVIDER shall maintain in force for the term of this Agreement comprehensive general liability in the minimum amount of three hundred thousand dollars (\$300,000) per occurrence bodily injury and property damage combined single limit. Such policy will be evidenced by a Certificate of Insurance which reflects CSC as an additional insured and provides thirty (30) days prior written notice of cancellation. The Certificate of Insurance shall also be in compliance with Florida Statute 440 (Workers' Compensation Law).

Further, FISCAL AGENT and PROVIDER will maintain professional liability insurance in the minimum amount of three hundred thousand dollars (\$300,000) for each claim, subject to insurance market availability and affordability. Such policy will be evidenced by a Certificate of Insurance which provides thirty (30) days prior written notice of cancellation.

Each renewal of the respective Certificate of Insurance provided for above shall be submitted to the CSC. Failure to submit a current Certificate of Insurance shall result in suspension of any monies due and owing for any outstanding invoice of the FISCAL AGENT on behalf of the PROVIDER by the CSC. FISCAL AGENT and/or PROVIDER shall submit copies of their current Certificate of Insurance to the CSC when this Agreement is signed with renewals of same annually thereafter.

- B. If FISCAL AGENT and/or PROVIDER'S insurance is provided by a municipality and at any time the municipality is unable or unwilling or otherwise ceases to provide insurance to CSC for injury, damages, or liability which may arise out of the performance of this Agreement, FISCAL AGENT and/or PROVIDER shall be responsible for providing sufficient insurance in amounts and under terms required by CSC. CSC, in its sole discretion, shall determine what constitutes sufficient insurance. Documentation shall be submitted by FISCAL AGENT and/or PROVIDER to the Programs Manager.

XXIII. AMENDMENTS: ASSIGNMENTS

- A. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. However, the Programs Manager for the

CSC may sign a modification, amendment or alteration to the terms and conditions of this Agreement where there is a change to Exhibit A, Scope of Services, to reduce the Contract Amount, or to change Performance Measures.

- B. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of CSC. The FISCAL AGENT and PROVIDER herein shall not assign payments under this contract or agreement without the prior written consent of CSC.

XXIV. WAIVER OR BREACH

Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

XXV. DEFAULT

In the event that the awarded FISCAL AGENT and/or PROVIDER(S) should breach this contract, CSC reserves the right to seek remedies in law or in equity.

XXVI. REPRESENTATIONS AND ACKNOWLEDGMENTS

- A. FISCAL AGENT and PROVIDER represent to CSC that upon the execution of this Agreement and continuing throughout the Agreement Term the following are true and correct. In the event that any of the following representations become at any time not true, the FISCAL AGENT and/or PROVIDER shall immediately provide written notice of same to the Programs Manager.
1. There have been no irregularities involving its management or employees that could have a material effect on FISCAL AGENT's and/or PROVIDER'S operations or financial stability.
 2. FISCAL AGENT and PROVIDER have committed no violations or possible violations of laws or regulations the effects of which should be considered by CSC prior to entering into this Agreement.
 3. There are no material transactions that have not been properly recorded in the appropriate document(s) or disclosed.
 4. Related party transactions as defined by generally accepted accounting principles and related amounts receivable or payable have been properly recorded or disclosed.
 5. It maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where FISCAL AGENT and/or PROVIDER is operating a facility or providing a service where any type of licensure is required, including, but not limited to federal, state, county and local law.

6. FISCAL AGENT and/or PROVIDER represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CSC'S satisfaction for the agreed compensation.
7. FISCAL AGENT and/or PROVIDER shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of FISCAL AGENT'S and/or PROVIDER'S performance and all interim and final product(s) provided to or on behalf of CSC shall be comparable to local state and national best practice standards.
8. The FISCAL AGENT and PROVIDER have executed an Interagency Agreement in accordance with CSC Guidelines for such Partnerships as referenced in Exhibit B to this agreement.

B. FISCAL AGENT and PROVIDER acknowledge that:

1. Verification of liability protection, shall accompany this Agreement upon execution of this Agreement by FISCAL AGENT and PROVIDER.
2. Information, guidance and technical assistance offered by Programs Manager, or any other staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by the CSC and should not be relied upon as a basis for doing business, delivering service, expending financial resources or expectation of receipt of payment.

XXVII. PUBLIC ENTITIES CRIMES ACT

FISCAL AGENT and PROVIDER separately represent that the execution of this Agreement will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CSC, may not submit a bid on a contract with CSC for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSC, may not be awarded or perform work as a contractor supplier, subcontractor, or consultant under a contract with CSC, and may not transact any business with CSC in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Agreement and recovery of all monies paid hereto, and may result in debarment from CSC's competitive procurement activities.

XXVIII. GOVERNING LAW AND VENUE

This Agreement shall be governed, construed, and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Court in and for Broward County, Florida.

XXIX. COMPLIANCE WITH LAWS

The parties shall comply with all federal, state, and local government laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

XXX. SEVERABILITY

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CSC or FISCAL AGENT or PROVIDER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

XXXI. CIRCULARS, STATUTES AND COMMON RULES

The source of the CSC'S funding is local dollars; thus the FISCAL AGENT does not need to conduct a separate single audit under this contract. The FISCAL AGENT and/or PROVIDER shall use the following Circulars as a guideline for managing the CSC'S funding:

- A. Administrative Requirements: OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments," OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
- B. Allowable Costs: OMB Circular No. 87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," OMB Circular No. A-122 "Cost Principles for Nonprofit Organizations" and OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Institutions."
- C. Florida Statutes 215.97, Florida Single Audit Act.

XXXII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Both parties agree to satisfy the standard for personal health information contained in the federal and state statutes and regulations, including, without limitation, any regulations promulgated under HIPAA (Health Insurance Portability and Accountability Act), as applicable. It is expressly understood by the parties that where CSC is funding services, CSC personnel and/or its agents shall have access to protected health information (hereinafter known as "PHI") for the purposes of compliance monitoring, quality assurance activities, and auditing. These provisions do not preclude CSC from disclosing protected health information to report unlawful conduct in accordance with 45 C.F.R. 164.502(j) (as may be amended from time to time).

Where required, FISCAL AGENT and PROVIDER shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of FISCAL AGENT, PROVIDER and/or CSC's uses of client's PHI. The requirements to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. The parties to this Agreement do not believe that a business associate or trading partner relationship (as defined by the Health Insurance Portability and Accountability Act or "HIPAA") exists between FISCAL AGENT, PROVIDER and

CSC with regard to this Agreement; however if the Programs Manager subsequently determines that such a relationship exists, the parties agree to enter into an appropriate agreement using the form of such agreement to be provided by Programs Manager in his/her sole and absolute discretion at that time.

XXXIII. MULTIPLE ORIGINALS

This Agreement may be fully executed in three (3) copies or more by all parties, each of which bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as evidenced by each signature.

This 36 page contract, inclusive of Exhibit A, Scope of Work, Exhibit B, Schedule of Activities, Exhibit C, Priority Title I School List and Exhibit D, FISCAL AGENT and PROVIDER GUIDELINES, is hereby executed as follows:

Approved as to form by:

JOHN MILLEDGE, ESQ.
200 Las Olas Office Building
200 SW First Avenue, Suite 800
Ft. Lauderdale, FL 33301

John Milledge, Esq.

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SIGNED

BY: _____

NAME: Robin Bartleman

TITLE: Chair

FISCAL AGENT:

Art and Culture Center of Hollywood

SIGNED

BY: _____

NAME: Joy A. Satterlee, APR

TITLE: Executive Director

FISCAL AGENT Federal

Identification #: 59-1951668

PROVIDER:

City of Hollywood

SIGNED

BY: _____

NAME: Cathy Swanson-Rivenbark

TITLE: City Manager

PROVIDER Federal

Identification #: 59-6000338

Exhibit A: Scope of Work, Exhibit B: Sample Program Schedules, Exhibit C: Priority Title I School List, Exhibit D: Fiscal Agent and Provider Guidelines

Provide notary attestation for FISCAL AGENT signature below

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2014,
by _____ as _____
(Name of Signatory) (Title)
on behalf of _____.
(Name of Entity)

Personally known _____ OR Produced Identification _____
Type of identification produced:

(Seal)

Notary Public – State of Florida

(Name of Notary Typed, Printed, or Stamped)

STATE OF FLORIDA)
COUNTY OF BROWARD)

Personally known _____ OR Produced Identification _____
Type of identification produced:

(Name of Notary Typed, Printed, or Stamped)

Art and Culture Center of Hollywood and City of Hollywood
Maximizing Out-of-School Time (MOST GP)
Contract # 12-2758
Renewal FY 14/15

EXHIBIT A

SCOPE OF WORK

Agency Name: City of Hollywood
Program Name: CSC Maximizing Out-of-School Time (MOST GP)
Contract #: 12-2758

I. Method of Service Delivery

The Provider shall provide neighborhood out-of-school time programming for elementary school age children which will:

Provide a safe, positive environment for youth that enhances academic achievement, supports social and physical development and strengthens youth relationships with adults and peers within the context of their families, schools and communities, thereby strengthening youth protective factors and reducing risk factors.

As a CSC Maximizing Out-Of-School-Time (MOST) program, the program shall incorporate best practices and offer a safe, positive environment for children, including those with special behavioral, physical, or developmental needs. CSC MOST programs shall incorporate these research-based best practices:

- Qualified, enthusiastic, well-trained, and consistent staff.
- Physical and psychological safety of all students.
- Nutritious snacks and meals.
- Strong family involvement.
- Partnerships with students' schools.
- Acknowledgement and appreciation of diversity.
- Age appropriate opportunities for students to grow and learn including a focus on academic learning and youth development, the learning of new skills, and the exploration of new interests.

CSC MOST programs shall adopt a **1:20 ratio** for general population children in kindergarten through the fifth grade and **1:10 ratio** for general population children in pre-kindergarten. Ratios for special needs students will be based on the individual populations within a program.

Provider shall provide services that accomplish the following:

1. Children will remain safe and not experience a serious injury (requiring emergency room attention) nor abuse while in care.
2. Children will improve basic reading, math and science skills.
3. Children will increase their activity levels and improve their ability to make healthy nutrition choices.
4. Children will improve their social skills and interactions with their peers and adults.
5. Children with special needs will be placed properly either in an inclusive setting or in a specialized program with policies and procedures in place to ensure appropriate medication administration and use of seclusion and restraint.
6. Children will develop interests in different domains including, art, reading for pleasure,

leadership development, and participation in community activities.

A. Program Intent

The City of Hollywood's MOST program shall provide children with a safe, fun, learning environment during out of school time. The program will operate year round at the Kay Gaither Community Center at Beverly Park, and will operate summer only MOST programs at three community centers in Hollywood. The program is designed to provide a fun supervised environment that helps improve the participants' academic performance, provides social skills development, offers daily physical fitness opportunities, and teaches the children how to work together while conducting community service learning projects.

Each child's progress shall be tracked and documented, which shall allow staff to notice trends and pinpoint areas in need of improvement. Staff shall also work with the teachers to get the children's academic information in order to set-up a tracking system to plot their progress. The children shall engage in academically-focused learning activities designed to reinforce the notion that all children are gifted and capable learners. The Russell Life Skills and Reading (RLSR) Foundation Certified teachers shall perform daily remedial or enhanced academic assistance. The program will provide homework assistance, and tutoring in reading, writing, science and mathematics, as well as nutrition instruction and the SPARK fitness program. Through SPARK, children will increase their physical fitness levels, learn positive social interaction skills, and learn healthy eating habits. The staff shall implement healthy cooking classes where the children participate in cooking meals and learn about nutrition.

Visits from mentors and role models shall be included throughout the program, including summer camps. These distinguished guest speakers shall spend a few hours with the children talking and answering questions. This practice has proven beneficial to the children in encouraging them to think beyond their current situations and to set goals for themselves and their future. There shall be mentoring sessions where parents are invited to share their knowledge with the students and take an active role volunteering to assist in the program.

B. Target Population

Target populations for CSC Maximizing Out-Of-School-Time (MOST) programs are children who are enrolled in a School Board sanctioned education program and who are **NOT** participating/ enrolled in other child care arrangements, **AND** who are

- (1) children of low income families in the general population, **and/or**
- (2) children with behavioral health conditions, **and/or**
- (3) children with special physical or developmental conditions.

Wherever possible, programs will serve children in an inclusionary format that meets the needs of children of varying abilities and exceptionalities. The Provider shall extend the concept of "inclusion" by providing services to children with disabilities during the course of administering CSC MOST programs to the general population; to the extent that services can be provided in a safe environment, and incorporating as many of the critical factors for successful inclusion.

The Provider shall provide services to the following population:

General Population

School Year: MOST GP and Inclusionary programs must serve children ages 4 to 12 attending a priority Title I school where 80% or more of the students qualify for Free or Reduced Lunch (Exhibit C).

Summer: MOST GP and Inclusionary programs must serve children ages 4 to 12 from low income families. Priority should be given to those children attending a priority Title 1 school where 80% or more of the students qualify for Free or Reduced Lunch (Exhibit C).

C. Service Delivery - Core Services

Program Services shall be provided to address the specific needs of clients. They shall include:

Service Name and Description	# of Participants to be served School Year	# of Participants to be served Summer
<p>Homework/Reading Activities – <u>A minimum of 60 minutes per day</u> of individualized tutoring, homework assistance, remediation, and/or academic enrichment activities must be offered during the school year. Homework shall be the primary focus of the afterschool academic hour. When a child's homework takes less than one hour, a strong reading curriculum, Afterschool KidzLit, shall be delivered by a certified teacher for a minimum of four (4) days per week.</p> <p><u>A minimum of 60 minutes per day</u> of reading activities, using Finish Line Reading of the Common Core Standards shall be offered during the summer. Reading activities shall be delivered to elementary school students by a certified teacher for a minimum of four (4) days per week and shall be creative, fun, and designed to foster a love of learning.</p>	65	400
<p>Science – <u>A minimum of two (2) weekly science activities (approximately 15 to 30 minutes each)</u> shall be offered during the school year. Science shall be included as an integral component, using Zula's Afterschool Discovery Program curriculum delivered by a certified teacher and/or an experienced staff person. Science activities shall be creative, fun, and engaging.</p> <p><u>A minimum of four (4) weekly science activities (approximately 15 to 30 minutes each)</u> shall be offered during the summer. Science shall be included as an integral component, using Zula's Afterschool Discovery Program curriculum delivered by a certified teacher and/or an experienced staff person. Science activities shall be creative, fun, and engaging.</p>	65	400

Service Name and Description	# of Participants to be served School Year	# of Participants to be served Summer
Summer Math – A minimum of 30 minutes per day of math activities using the Moving With Math curriculum shall be delivered by a certified teacher for a minimum of four (4) days per week. Math activities should be creative, fun, and engaging.		400
Physical Fitness – A minimum of 30 minutes per day during the <u>school year</u> and one (1) hour per day during the <u>summer</u> of structured physical fitness activities that meet the recreational needs of the population must be offered each day. The fitness component shall be implemented using the SPARK curriculum. Fitness activities shall be fun, engaging, and promote teamwork and cooperative play.	65	400
Drowning Prevention / Water Safety - Children shall participate in water safety lesson provided by Swim Central. The lessons shall expose children to water safety and swimming skills.		400
<p>Nutrition – The Provider is required to pursue participation in available federal programs (Florida Department of Health's National School Lunch Program and Supper Program, and the Department of Education's National School Lunch Program and Summer Food Service Program) to provide cost effective, nutritious meals and snacks.</p> <p><u>One (1) healthy snack and supper must be offered to each child daily afterschool throughout the school year.</u></p> <p><u>On summer days, breakfast or snack must be offered in the mornings, lunch must be offered in the middle of the day, and a snack must be offered in the afternoons. Two of these three snacks/meals shall come through a federally funded program. On non-school days parents should be alerted to send their child(ren) with lunch and snack provisions. The provider is required to have emergency food provisions onsite to be used as needed.</u></p> <p>In the summer, nutrition education shall be delivered weekly using the, USDA My Plate curriculum in order to educate children about the importance of proper nutrition and a balanced diet. Snack times shall offer a forum for discussing good nutrition and healthy lifestyle choices.</p>	65	400

Service Name and Description	# of Participants to be served School Year	# of Participants to be served Summer
<p>Social Skills Building – <u>Minimum of two (2) hours per week of social skills activities shall be offered during the school year and during the summer.</u> Components related to social skills building can be interwoven throughout the overall program design but shall follow the Promoting Alternative Thinking Strategies (PATHS) curriculum. Social skills activities shall be presented interactively, creatively and in a way that will promote positive self-esteem, pro-social peer associations, and good citizenship.</p>	65	400
<p>Service Learning - <u>A minimum of two (2) service learning projects shall be incorporated throughout the school year and one (1) service learning project shall be incorporated in the summer.</u> Activities shall include: (1) projects allowing children to learn about marine and wildlife; (2) clothing and or food drives for needy children/families; and (3) participating in beach/dune restoration activities.</p>	65	400
<p>Family Involvement - <u>A minimum of two (2) family involvement initiatives shall be incorporated throughout the school year and one (1) family involvement initiative shall be incorporated in the summer.</u> Activities shall include three family involvement nights put on by the Provider and the Russell Life Skills and Reading Foundation. Family nights will include guest speakers from the Miami Dolphins discussing the importance of: (1) parental involvement in their children's education; and (2) school staff explain how to use school resources such as to track their children's academic progress.</p>	65	400
<p>Cultural Arts Education and Enrichment Activities– An array of high quality opportunities and experiences that expose children to art and culture, music, social studies and science shall be offered. The program shall use cultural arts providers supported by the Broward County Cultural Arts Division.</p> <p>Cultural Arts and Enrichment Activities shall be offered during the school year (including non-school days). At least four (4) of the activities must utilize cultural arts providers.</p> <p>Cultural Arts or Enrichment Activities shall be offered weekly during the summer. At least three (3) of the activities must utilize cultural arts providers.</p>	65	400

Service Name and Description	# of Participants to be served School Year	# of Participants to be served Summer
Non-School Days – The Provider shall offer MOST services (11) non-school days during the school year. A full day of structured activities on the non-school days shall be available. The <u>PROVIDER</u> shall provide MOST services on the following (11) non-school days: October 24, 2014, November 4, 2014, December 19, 2014, March 20, 2015, March 23, 2015, March 24, 2015, March 25, 2014, March 26, 2015, March 27, 2015, April 3, 2015 and September 23, 2015.	65	

The PROVIDER shall ensure that a certified teacher is employed for every thirty (30) children during the Homework Help/Reading component and Summer Math component to ensure a ratio of 1:30 teacher to child ratio. A certified teacher is identified as a teacher with a current or prior five year Professional Teacher Certificate or a current Temporary Teacher Certificate. During SPARK, Social Skills, Science, Cultural Arts and Enrichment Activities and during all other activities a 1:20 staff to child ratio must be maintained.

D. Service Locations:

The PROVIDER shall provide program services at the following location(s):

# Served in School Year	# Served in Summer	Site/School Name	Street Address	City	Zip Code
65	60	Kay Gaither Community Center	6291 Funston Street	Hollywood	33023
0	40	McNicol Community Center	1411 South 28 th Ave.	Hollywood	33020
0	120	Washington Park Community Center	5199 Pembroke Rd.	Hollywood	33020
0	180	Dr. MLK Community Center	2400 Charleston St.	Hollywood	33019

Upon request, the PROVIDER shall provide the CSC a copy of the agreement for the use of space from the site location owner to the PROVIDER authorizing use of the site for the program. PROVIDER shall obtain approval from the CSC in writing prior to any site change. Site changes are subject to CSC approval.

E. Dates/Days/Hours of Operation:

The Provider shall operate the year round program from **October 1, 2014 through September 30, 2015**, Monday through Friday, on all school days (inclusive of early release days, teacher planning days, and agreed upon summer and school holidays) in accordance with the School Board of Broward County's official school calendar. Daily hours of operation shall be from **2:00 p.m. through 6:00 p.m.** On early release days, the program shall begin immediately after school and end at **6:00 p.m.** On non-school days and summer, the hours of operation shall be from **7:30 a.m. until 6:00 p.m.**

Schedule of Activities:

The Provider shall provide services in accordance with the sample program schedule indicated in Exhibit B.

II. Staff Qualifications

Staff positions, qualifications and duties shall be as follows:

# of Staff	Position	Education	Position Code	Experience	Duties	% of time devoted to the program
4 PT	Recreation Leader 1 Year Round 3 Summer	Graduation from an accredited high school or GED.	DS/P/Csm	Two years of experience working with children in area of recreation.	Supervises free play and team activities of children in outdoor and indoor play. Addresses disciplinary or other activity related problems. Keeps records, reports, inventories supplies and equipment	100%
19 PT	Recreation Aide 3 Year Round 3 Summer	Graduation from an accredited high school or GED.	DS/P/Coun	Some previous child care experience.	Participates, assists and leads in games and other recreation activities. Teaches rules and playing skills of team and individual games and activities. Maintains safety/health standards at center. Keeps and submits records of attendance.	100%
4 PT	Clerical 1 Year Round 3 Summer	High school diploma or GED.	DS/P/Oth	One year experience and be able to type 30 words per minute.	Operates all office equipment, answers telephone, greets general public, and serves as a receptionist. Maintains filing systems of all pertinent records. Enters program data into SAMIS.	100%
1 PT	Recreation Operator School Year	High school diploma or GED.	DS/P/oth	Class A CDL license and three documented years experience driving a bus.	Drives City's passenger activity bus or passenger vans. Inspects bus, van and any other vehicles or equipment prior to operating or transporting passengers. Assists in the repair of recreation, playground or other equipment.	100%

This staffing chart and the aligned proposed budget are the basis for the Units of Service cost in this contract. Any staffing pattern changes, differences in the corresponding salary/benefit costs or prolonged vacancies must be reported to your CSC Programs Manager in a timely manner. Your contract and/or budget may be adjusted if there are significant divergences from the proposed staffing pattern.

III. General Operating Information

A minimum of **(65)** unduplicated children shall be served during the school year and a minimum of **(400)** children shall be served during the summer.

A. Partnership Recognition:

The Provider shall make a concerted effort to promote the CSC and the Provider as partners for these program services in accordance with CSC guidelines on "How to Acknowledge CSC Funding" with prominent Provider and CSC logo displays on all funded program materials, on

websites and other electronic venues, in annual reports, newsletters and at related events, etc. Program staff shall be fully aware of the partnership and able to articulate that their program is supported and funded by CSC.

B. Background Screening/Licensing:

All staff working in the program must comply with **Level 2 background screening** and fingerprinting requirements in accordance with Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes and Broward County background screening requirements, as applicable. The program must maintain staff personnel files which reflect that a screening result was received and reviewed to determine employment eligibility prior to employment.

An **Attestation or Affidavit of Good Moral Character**, as applicable, must be completed annually for each employee, volunteer, and subcontracted personnel who work in direct contact with children. The Provider shall re-screen each employee, volunteer and/or subcontractor every five years.

School based programs must follow all screening requirements as required by the School Board of Broward County.

C. SAMIS Data Integrity:

The Provider shall make every effort to maintain SAMIS data integrity. Maintenance of data integrity shall include information in the Case Data Gatherer (CDG), Fiscal Module, and Performance Measurement (PM) modules.

Performance Measurable (PM) Application: In the SAMIS PM module, each participant shall be attached to the appropriate PM service component. Test results for each participant shall be entered through the PM service component.

Closing Cases: All cases must be closed in both the CDG and in the PM components of SAMIS upon the conclusion of services, with the appropriate termination reason. If a contract is terminating early, or if a contract is sunsetting, any remaining active cases shall be closed, with the effective date being no later than the last date on which the contract is active.

Reopening Cases: In the event that a child leaves the program and comes back at a later date, the Provider shall reopen the old case, not open a new case.

D. Dual Enrollment

Children who are participating in 21st Century Community Learning Center programs cannot be dually enrolled in any CSC MOST program occurring during the same time period. This includes school year and summer.

If your organization, its affiliates or any other entity with shared resources provides Supplemental Educational Services (SES) to children in tax-supported CSC MOST programs, you will not be eligible for any reimbursement for those children on the day that SES services are provided. On a quarterly basis, an excel spreadsheet listing the children's names, dates of

SES services, and name of SES provider must be provided to the CSC Contract Compliance Officer and will be subject to financial monitoring.

E. Student Identification Number

To more effectively measure the effectiveness of programs, the CSC collects Student Identification Numbers in SAMIS. When enrolling school-age children for CSC-funded programs, Providers should request Student Identification Numbers for entry into SAMIS. If the Student Identification Number is unavailable or unknown, Providers should note this on the child's registration/intake form and enter the appropriate pseudo Student Identification Number into SAMIS.

IV. Units of Service

A. The Units of Service are defined as follows:

Afterschool Unit

One (1) unit of afterschool care is defined as a minimum of two (2) hours and a maximum of six (6) hours per child per day of afterschool care on regular school days or on days of early dismissal. Attendance of each participant must be timed in and out in writing each day by an adult

Non-School Day (School year) / Summer Unit

One (1) unit of non-school day care is defined as six (6) or more hours per child per day on non-school days such as Teacher Planning Days and holidays, during the school year, and during the summer. Attendance of each participant must be timed in and out in writing each day by an adult. Days of Non-School Day, General Population, partial attendance of three (3) or more hours may be billed at a single partial rate of 50%, as needed for students attending a School Board sanctioned summer academic program.

B. The maximum number of units to be provided under this contract is as follows:

FY 14/15

9,951.7587 Units of MOST Afterschool services (serving 65 children on 180 days X 85% attendance rate)[invoice type #9220 GP] at \$9.95 not to exceed \$99,020.00.

15,539.856 Units of MOST Non-School Day services (serving 65 children on 11 non-school days X 80% attendance rate + serving 400 children on 44 non-school days X 85% attendance rate) [invoice type GP#9221] at \$19.47 not to exceed \$302,561.00.

Days of Non-School Day, partial attendance of three (3) or more hours may be billed at a single subunit rate of 50%, or \$9.74, as needed for students attending a School Board sanctioned summer academic program

Total for all units of service for **FY 14/15** may not to exceed: \$401,581.00.

*Note that extended decimal places are necessary to account for partial units and ensure accuracy of dollar calculations.

V. Method of Payment

1. Unit Costs: Client services provided under this contract will be paid as Units of service at the rates and maximum amounts as defined above in Section IV. A. The maximum amount to be paid under this Scope of Work for units of service shall not exceed: FY 14/15 **\$401,581.00**, as detailed in Section IV. B.
2. Value Added Special Activity Fund: Value Added expenditures (unit # 8020) shall be on a cost reimbursement basis. The CSC will pay the FISCAL AGENT for allowable Value Added expenditures in accordance with the approved Value Added budget and Value Added budget narrative, hereby incorporated by reference. Only Value Added expenditures incurred on or after the contract effective date and or prior to the termination date of the contract are eligible for payment. The maximum amount of Value Added expenditures to be paid for under this contract shall not exceed: FY 14/15 **\$75,845.00**.
3. All payments shall be requested by the FISCAL AGENT on a monthly basis in the format prescribed by the CSC. Approved payment will be derived from FISCAL AGENT invoices reflecting services delivered in accordance with the contract. Agencies will not be paid for clients who do not attend sessions. Payment is contingent upon submittal of complete and accurate data in accordance with CSC requirements for the reporting of client and service data information. No invoices will be processed for payment if required backup documentation has not been provided in a complete and accurate manner. The FISCAL AGENT and or PROVIDER is required to pursue third party, Medicaid, and client payments (where applicable). If the contract is with an agency which is subcontracting delivery of services to a PROVIDER, the FISCAL AGENT will be responsible for compiling all data necessary to submit a consolidated monthly invoice, and required reports. These funds shall not be used to supplant any other sources of funding including, Medicaid, private insurance, and/or, client fees.
4. Match: The PROVIDER agrees to match the dollar amount awarded by the CSC to the FISCAL AGENT and or PROVIDER in an amount equal to the total approved match amount or the higher amount so specified in the Proposal. The match may be provided in the form of cash or in-kind contributions, in accordance with the approved budget, hereby incorporated by reference. In-kind contributions may only include a portion of staff salaries, volunteers, equipment, space and other in-kind contributions as agreed to in writing by the CSC. The FISCAL AGENT and or PROVIDER shall provide proof of the match on or before the due date of the invoice(s). To the extent that the FISCAL AGENT and or PROVIDER fails to provide such proof, then that amount shall be deducted from any amounts due and owing by the CSC to the FISCAL AGENT and or PROVIDER under this contract or any other contracts between the parties. The total amount of Match to be applied to this Scope of Work shall be a minimum 5% of the total reimbursed contract amount through the end of the contract term in accordance with the approved line item budget, hereby incorporated by reference.
5. Sliding Fee Scale: In order to further the reach of CSC funding, PROVIDER shall utilize the CSC's approved sliding fee scale as identified in the RFP, herein incorporated by reference. Collected fees shall be deducted from the invoice as third party payments. No child shall be denied services due to inability to pay. Fees may be waived based on

documented individual circumstances.

6. **Registration Fees/Deposits:** In addition to sliding scale fees, with CSC approval, FISCAL AGENT and or PROVIDER may charge a one-time registration or membership fee to families participating in MOST afterschool and/or the summer programs. This fee shall not exceed \$30 per family per school year for the afterschool program (includes afterschool, early release, and non-school days). For MOST summer programs, this fee shall not exceed \$12 for a single child or \$18 for a family entering two (2) or more children in summer camp. All registration and memberships fees must be deducted on your invoice as a Third Party Reimbursement.

Refundable deposits may be charged when used as a reservation fee for summer camp or non-school day services. This fee shall not exceed \$30 for a single child or \$50 for a family. PROVIDERS may not charge other additional fees to families receiving MOST services, such as non-refundable deposits. Fees may be waived based on documented individual circumstances. No child will be denied MOST services for inability to pay any fees.

VI. Performance Measurements

The PROVIDER will be required to submit client performance measure data, in the SAMIS Performance Measure (PM) Module, within the time frames specified by the CSC. The PROVIDER shall also report any barriers experienced in performance measure achievement, as required. The report should also include any noteworthy activities that have occurred during the term of this Agreement, as requested. The PROVIDER will use the CSC Data Quality Assurance Report to ensure administration points are completed and service components are attached.

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MOST YEAR ROUND PERFORMANCE MEASURES Kindergarten & Above

DESIRED RESULT: Broward children succeed in school.

Results based accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:

Key Question	Performance Measure	Council Goal	Evaluation Tool	Admin Schedule
How Much Did We Do?	% of contracted children actually served	95%	SAMIS data	Year Round: Trimester Summer Only: Post
	% of funded allocation utilized	95%	SAMIS data	Year Round: Trimester Summer Only: Post
How Well Did We Do It?	Program Services Monitoring	Meets Expectation	Monitoring and site visit reports	School Year & Summer Monitoring
	Level of Parent/Child Satisfaction	90%	Satisfaction Survey	School Year & Summer Surveys
	Data Integrity	95%	SAMIS Quality Assurance Report	Trimester
Is Anybody Better Off?	% of children not experiencing a serious injury (requiring emergency room attention), abuse or arrest report while in care, during the contract period.	100%	Injury/Incident Reports.	Year Round: Trimester Summer Only: Post
	% of children who improve homework completion.	75%	Parent satisfaction surveys administered by Council staff.	School Year Survey
	% children who improve basic math skills.	75%	"Moving with Math" grade level test.	Summer Post
	% of children who improve basic reading skills.	75%	"Dynamic Indicators for Basic Early Literacy Skills (DIBELS)" assessment tool.	Year Round: Trimester Summer Only: Pre/Post
	% of improved social interactions (staff-child; child-child).	80%	CSC Monitor Observation	School Year & Summer Monitoring

Year- Round Administration Points:

The CSC Research Analysis and Planning Department will publicize the exact testing dates on the CSC Family Website. The general guidelines for the testing dates and data reporting deadlines are as follows:

- Pre-test to be administered within two weeks of program start.
- Mid-test to be administered at the end of the first semester.
- Post-test to be administered at the end of the 2nd semester.
- Post-test scores will be used for Summer Pre-test scores.
- Summer Post-test to be administered two weeks prior to the end of the summer program as indicated by CSC.

If it appears inappropriate to test a child with the General Population tools, please see the Special Needs tools on the CSC's website at (cscbroward.org) and contact your CSC Program Specialist.

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EXHIBIT B
SAMPLE PROGRAM SCHEDULE

After School Schedule

Summer Schedule

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1:00 pm - 1:30 pm	Physical Fitness (SPARK)				
1:30 pm - 2:00 pm	Busses Paid By City to Pick Children Up From School Sites				
2:00 pm - 2:30 pm	SPARK	SPARK	SPARK	SPARK	SPARK
2:30 pm - 3:00 pm	Homework Help	Homework Help	Homework Help	Homework Help	Homework Help
3:00 pm - 3:30 pm					
3:30 pm - 4:00 pm	SNACK TIME				
4:00 pm - 4:30 pm	PATHS / Anti-Bullying	ZULA	PATHS / Anti-Bullying	ZULA	PATHS / Anti-Bullying
4:30 pm - 5:00 pm	Arts & Crafts	Nutrition Bingo	Arts & Crafts	Nutrition Bingo	Arts & Crafts
5:00 pm - 6:00 pm	Outdoor Play - Up/ Parent Pick-up				

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
7:30 - 8:00 am	Breakfast				
8:00 - 8:45 am	Physical Fitness (SPARK), Morning exercise & line-up groups				
8:45 - 9:00 am	Line up groups, attendance, bathroom & water break				
9:00 - 10:15 am	Reading	Reading	Reading	Reading	Reading
10:15 - 10:50 am	Math	Math	Math	Math	Math
10:50 - 11:30am	ZULA	ZULA	ZULA	ZULA	ZULA
11:30 - 11:50	Physical Fitness (SPARK)				
11:50 - 12:00 pm	Line -up for lunch/ bathroom/ wash hands				
12:00 - 1:00 pm	Lunch				
1:00 - 1:30 pm	Indoor Activity	Computer	PATHS	Outfield	Indoor activity
1:30 - 2:00 pm	Playground	Playground	Playground	Playground	Playground
2:00 - 3:00 pm	Gym activity	Arts & Crafts	Indoor Activity	Board Games	Cultural Arts
3:00 - 3:30 pm	SNACK TIME				
3:30 - 4:00 pm	Outfield Activity	Outdoor	Outfield	Board Games	PATHS
4:00 - 4:30 pm	PATHS	Indoor activity	Gym activity	Computer	Gym activity
4:30 - 5:00 pm	Gym activity	Outfield	Playground	PATHS	Computer
5:00 - 6:00 pm	Group Wrap - Up/ Parent Pick-up				

EXHIBIT C

BROWARD PUBLIC SCHOOLS WITH FREE OR REDUCED LUNCH (Alpha Order) (Percentage of 80 or higher)			
A.C. Perry Elementary School	81	Meadowbrook Elementary School	91
Atlantic West Elementary School	80	Miramar Elementary School	89
Bennett Elementary School	82	Morrow Elementary School	91
Bethune Elementary School	93	North Fork Elementary School	99
Broadview Elementary School	82	North Lauderdale Elementary School	94
Broward Estates Elementary School	92	North Side Elementary School	99
Castle Hill Elementary School	94	Oakland Park Elementary School	91
Charles Drew Elementary School	93	Oakridge Elementary School	83
Charles Drew Resource Center	90	OrangeBrook Elementary School	81
Colbert Elementary School	93	Oriole Elementary School	91
Collins Elementary School	95	Palmview Elementary School	95
Coral Springs Elementary School	81	Paragon Elementary School	85
Cresthaven Elementary School	86	Park Lakes Elementary School	93
Croissant Park Elementary School	81	Park Ridge Elementary School	97
Cypress Elementary School	84	Plantation Elementary School	90
Deerfield Park Elementary School	97	Pompano Beach Elementary School	89
Dillard Elementary School	96	Riverland Elementary School	93
Endeavour Primary Learning Center	97	Rock Island Elementary School	94
Fairway Elementary School	84	Royal Palm Elementary School	97
Hallandale Elementary School	91	Sanders Park Elementary School	86
Henry McNeal Turner Learning Academy	85	Sunland Park Elementary School	99
Hollywood Park Elementary School	81	Sunshine Elementary School	83
Hunt Elementary School	81	Sunshine Elementary School (Charter)	82
Lake Forest Elementary School	89	Tedder Elementary School	94
Larkdale Elementary School	99	Thurgood Marshall Elementary School	95
Lauderdale Manors Elementary School	99	Village Elementary School	90
Lauderhill Paul Turner Elementary School	95	Walker Elementary School	94
Liberty Elementary School	CRA	Watkins Elementary School	92
Lloyd Estates Elementary School	93	West Hollywood Elementary School	85
Markham Elementary School	95	Westwood Heights Elementary School	92
Martin Luther King Elementary School	95	* Percentages have been rounded to closest number.	

EXHIBIT D

FISCAL AGENT and PROVIDER GUIDELINES

Below are general guidelines for organizations seeking to serve as a Fiscal Agent (FA) and for those Provider (P) agencies seeking to utilize a fiscal agent for funding through the Children's Services Council of Broward County (CSC).

I. Grant Application

- a. All grant applications shall be jointly completed by the potential FA and P.
- b. All financial and administrative documentation required shall be related to the FA.

II. Fiscal Test

- a. Audited financial statements submitted must be that of the FA.
- b. The potential FA must pass all the fiscal viability tests.

III. Contractual Agreements

- a. The contractual agreement shall be between CSC, the qualified FA, and P.
- b. The contractual agreement shall reference the FA/P relationship and an executed agreement between the FA and P shall be attached as an exhibit to the contract.

IV. Compliance

- a. The FA shall be responsible for ensuring that the P has all required and current licenses and certifications.
- b. Both the FA and P shall be responsible for maintaining current insurance as set forth in CSC's contractual agreement.

V. Personnel

- a. The FA and P shall be responsible for ensuring that the employees hired meet the minimum requirements set forth in the contract with CSC, i.e. educational requirements and certifications.
- b. The P shall be responsible for maintaining all employees' personnel files in a secure location.
- c. The FA shall be responsible for ensuring payroll and related tax obligations are being met by P.

VI. Financial Records

- a. The FA and P shall maintain all financial records relating to CSC funded program according to generally accepted accounting principles.

VII. Notification of Changes

- a. The FA is to be kept informed of any major organizational changes from the P that may affect their agreement and the FA's contract with CSC.
- b. The FA and P shall notify CSC immediately in writing of any changes and/or amendments that may affect its contractual agreement with the CSC and its funded program.

VIII. Correspondence

- a. All written correspondence to and from CSC shall be through the FA with a copy to the P.
- b. Any contact with CSC and the P shall be kept to programmatic or technical related issues with a copy to the FA.

IX. Reports

- a. The P shall be responsible for preparing all programmatic reports due to CSC. These reports shall be submitted to the FA within a timely manner as to have them delivered to CSC on schedule as set forth in the contractual agreement.
- b. The FA shall be responsible for preparing and submitting all financial reports due to CSC on schedule as set forth in the contractual agreement.

X. Monitoring

- a. All financial and administrative monitoring will be conducted at the FA's headquarters, unless otherwise advised by FA.
- b. All programmatic monitoring will be conducted at the service delivery location(s).

XI. Invoicing

- a. All reimbursement requests shall be processed and submitted by the FA. The P is to submit the originals of all backup documentation to the FA and maintain copies for the agency's files.
- b. Both the FA and P shall be trained on the SAMIS system.