Cover Sheet

Information requested is organizational demographics and is self-explanatory. The following information provides additional guidance:

1. Use the Proposer Organization’s legal name including any doing business as (d/b/a) name. The name should match the name listed on the Florida Department of State – Division of Corporation website [www.sunbiz.org](http://www.sunbiz.org). If the organization is a large entity, such as a university where a department or a division may be applying, include that information in this section.
2. Include physical and mailing address, if applicable.
3. City.
4. State.
6. Organization Phone Number.
7. Organization Website, if applicable.
8. Designated organization type and date of incorporation, if applicable.
9. IRS Determination: Does the organization have a 501c3 or other tax designation?
10. Is the organization registered as a Florida charitable organization and allowed to engage in solicitation activities through the Florida Department of Agriculture and Consumer Affairs?
11. Is the organization currently receiving program funding from the Children’s Board? Technical Assistance funding is not considered program funding.
12. What is the name of the program proposed in the proposal?
13. Are proposed services available countywide or targeted in a geographic area? If targeted in a geographic area, provide a brief description including the name and geographic boundaries.
14. Check all focus area(s) that apply for the proposed program.
15. In (50) words or less, summarize the proposed program services for the general public’s understanding.
16. A) Amount of funding requested in this proposal for First Year.
   B) The anticipated number of unduplicated adults (parents/caregivers and/or professionals) and/or unduplicated children to be served annually by the proposed program within the first year of funding.
   C) The Unit Cost per Program Participant can be calculated by dividing the Amount of Request (A) by the Number to be Served (B).
   
   Special Note: Unduplicated means counted only one time.
   
   Example: If the amount of funding requested is $250,000 and the total number of participants to be served is 300, the unit cost would be $250,000/300 = $833.00.
17. A) Amount of funding requested in this proposal for Second Year.
   B) The anticipated number of unduplicated adults (parents/caregivers and/or professionals) and/or children to be served annually by the proposed program within the first year of funding.
C) The Unit Cost per Program Participant can be calculated by dividing the Amount of Request (A) by the Number to be Served (B).

For Information Purposes Only:
- $2,500 to $3,000 = High Unit Cost
- $1,500 to 2,500 = Moderate Unit Cost
- Less than $1,500 = Low Unit Cost

(According to current CBHC Programs’ Unit Costs)

18. Amount of applying organization’s total budget for the most recent fiscal year.
19. Indicate the source in which the applying organization was notified of the funding release.
20. Full name of CEO/Executive Director.
21. CEO/Executive Director phone number.
22. CEO/Executive Director email.
23. If the CEO/Executive Director is not the contact person for this proposal, provide the full name of the organization contact person for this proposal. The contact person is the person designated to respond to inquiries about this proposal.
24. Organization contact person phone number.
25. Organization contact person email.
26. Refer to the Hillsborough County Website: http://www.hillsboroughcounty.org/en/government/board-of-county-commissioners and click on Find My Elected Official to determine in which Board of County Commission district the Proposer organization resides.
27. Indicate if the organization is located within the city limits of the (3) municipalities in Hillsborough County (Tampa, Temple Terrace, or Plant City).
28. Provide a brief statement indicating the organization’s ability to comply with the CBHC General Terms and Conditions (Appendix #5).

Signature Page

The Proposer Organization’s Authorized Official, an appointed official (e.g., chief executive officer, chief financial officer, etc.), to whom the organization has granted the legal authority to submit the proposal, and Board Chair must each sign (in blue ink) the Signature Page, in order for the proposal to be considered for funding.

Special Note: Failure to comply with providing an original signed copy in blue ink may result in disqualification of the Proposal from further consideration.
1. **“Addendum”** means supplemental information or changes made to an RFP after release of the original procurement document and before deadline for submission.

2. **“Best Practices”** refers to methods or techniques that have consistently demonstrated evidence of results/accomplishments that are better than those achieved with other means, and are used as a benchmark. These are often related to a set of guidelines established by an authority that recommends an efficient or prudent course of action in some situations.

3. **“Capacity Building Training”** means training provided at no cost to the organization if awarded to increase their access to resources that will strengthen organizational needs as identified by the organization for its staff and/or Board members.

4. **“Collaboration”** means agencies work together, each contributing its strength to a project, to create positive outcomes toward achieving one or more of the Children’s Board’s overall goals of Children are Healthy and Safe; Children are Ready to Learn and Succeed; and Children are Supported and have Supportive Families.

5. **“Contract Compliance”** means the Grantee successfully meets the expectations of managing a Children’s Board contract in three areas of responsibility: administrative, fiscal, and programmatic functions.

6. **“Community Review Team”** means the CBHC secured volunteer community reviewers who will read and rate proposals.

7. **“Cost Reimbursement”** means the Grantee must pay for approved budget expenses before being reimbursed from the CBHC.

8. **“Curriculum-based”** means the measurement tool used was created based on a specific program model, coursework, or instruction.

9. **“Deliverables”** means a verifiable product that can be achieved or delivered as a result of the proposed program.

10. **“Demographic Data”** refers to the descriptive information of program participants and program participation, including information (but not limited to) such as date of birth, ethnicity, start date, or reason for leaving program.

11. **“Evidence-based practices”** means Programs that have successfully passed the standards of rigorous scientific research and evaluation which integrate the best available practices with practitioner expertise and other resources. They support the characteristics, stated needs, values and preferences of those who will be served.

12. **“Evidence-informed practices”** means types of program practices that build upon the best available information but recognize implementations within specific contexts.

13. **“Faith-Based Organization”** is a nonprofit organization founded by a religious congregation or religiously-motivated incorporators and board members that clearly states in its name, incorporation, or mission statement that it is a religiously motivated institution. The organization must have 10 or fewer employees and an annual operating budget of $300,000 or less. [Adapted from the White House Office for Faith-Based and Community Initiatives and the 2002 Senior Corps survey of programs.]
14. “Fiscal Year” means the budget calendar year for the Children’s Board which is October 1 through September 30.
15. “Funding Workshop” is a presentation reviewing the details of the RFP as well as general discussion of how projects funded by this RFP will forward the Children’s Board’s intent to improve outcomes for children and families in Hillsborough County. All answers in question and answer session will be subject to review prior to approval, and official answers will be publicly posted on the Children’s Board’s website.
16. “General Terms and Conditions” refers to the General Terms and Conditions that will become part of the contract if funding is approved and awarded to an organization. Please read the General Terms and Conditions to be certain the proposer organization will be able to comply with all requirements.
17. “Glossary” The glossary of terms has been provided to clarify terms used in the RFP document. If you require additional clarification please submit written questions to the designated contact by the deadline indicated on the timeline.
18. “Grantee” means the selected organization awarded a contract upon Board approval with the Children’s Board to provide the Services.
19. “Grassroots Organization” is a nonprofit organization that is located in the same zip code as the people they serve. The organization must have 10 or fewer employees and an annual operating budget of $300,000 or less. [Adapted from the White House Office for Faith-Based and Community Initiatives and the 2002 Senior Corps survey of programs.]
20. “High Quality Services” are services that exceed both the minimal specifications of a service as well as the norm.
21. “Indicators” (or benchmarks) are measurable qualities of life help quantify the achievement of a result. Results and indicators are about the ends we want for children and families. And strategies and performance measures are about the means to get there.
22. “Lead Agency” is the primary Applicant and fiscal agent for the proposed program or project when multiple agencies are working together on one program or project.
23. “Matrix/ Work Plan” means the work plan that graphically lays out the project goal, the process objectives (what), activities (how), responsible parties (who), the outcomes (why), the indicators (measures/evidence), data sources (where), and time of measure (when). Please see tip sheet in the appendices.
24. “Outcomes” means measured results of your efforts that show change in an area of concern. They differ from “outputs” which, although important, do not show change but how much work is being done.
25. “Procurement” means a process or method to secure goods and services.
26. “Proposal” means the written application submitted by a Proposer in response to this RFP.
27. “Proposal Submission” is the process and final submission of proposal to the Children’s Board by Proposer.
28. “Proposer” or “You” or “Organization” means the entity legally operating in the state of Florida that submits or intends to submit an Application to the CBHC pursuant to this procurement document.
29. “Promising Practice” means programs that have garnered some degree of research evidence of achieving the intended outcomes when implemented with fidelity but require additional research to conclude their effectiveness.
30. “Provider Agency” means a funded organization under contract with the Children’s Board to deliver and provide social services and supports to children and families of Hillsborough County, FL.
31. “Questions for Recommended Proposals” means proposers may or may not be called by the Children’s Board for further clarification of their proposal.
32. “Rating Criteria” – The Rating Criteria has been provided for information purposes only. It will be used by the members of the community review team to score each proposal they read. It specifies the total number of possible points a proposal can receive under each category. Proposals must receive a score of 70 or above to be considered for funding and all awards are subject to the availability of funds and Board approval.
33. “Request for Proposals (RFP)” means this request for Proposals and includes any addendum and the answers to Proposers’ questions.
34. “Scope of Services” are the defined specifications, standards and requirements for services to be delivered under this procurement activity.
35. “Sub-contract Organization” is an organization working in partnership with another or multiple agencies on a single program or project under a “Lead” agency.
36. “Sustainability Plan” means the basic plan to sustain your organization outside of this grant award.
37. “Volunteer” means an individual who assists the program on an intermittent basis without pay. Volunteers are under direct and constant supervision by program personnel or agency staff.
38. “Written Proposer Questions” means questions pertaining to the RFP and submitted to CBHCFundingRelease@ChildrensBoard.org. All questions are subject to review and answers to questions will be publicly posted on the website: http://www.childrensboard.org/budgeting/revenues-and-expenditures/funding-opportunities/ under the subheading of “open opportunities.”
<table>
<thead>
<tr>
<th>For Children and Families as participants served</th>
<th>Specification</th>
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<tbody>
<tr>
<td>First Name</td>
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<tr>
<td>Last Name</td>
<td></td>
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<td>Children's Board ID (PERMID)</td>
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<td>Participant Type</td>
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<td>Date of Birth</td>
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<td>Gender</td>
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<tr>
<td>Ethnicity</td>
<td>Hispanic or Latino; Not Hispanic or Latino; Refused; Not Available</td>
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<tr>
<td>Race</td>
<td>White; Black or African American; American Indian or Alaska Native; Asian; Native Hawaiian or Other Pacific Islander; Two or More Races; Refused; Not Available</td>
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<tr>
<td>Address</td>
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<tr>
<td>State</td>
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<tr>
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<tr>
<td>Child Grade</td>
<td>Not yet in school; Pre-Kindergarten; Kindergarten; 1st Grade; 2nd Grade; 3rd Grade; 4th Grade; 5th Grade; 6th Grade; 7th Grade; 8th Grade; 9th Grade; 10th Grade; 11th Grade; 12th Grade; Does Not Apply; Not Available</td>
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<tr>
<td>Child Free Lunch Eligible</td>
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<td>Number of Adults in Home</td>
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<tr>
<td>Number of Children in Home</td>
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<td>Household Structure</td>
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</tr>
<tr>
<td>Highest Education Level in Household</td>
<td>Some or no high school; High school graduate or GED; Technical Certificate; Some college; Associates Degree; Bachelor's Degree; Advanced Degree; Refused; Not Available</td>
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<td>ASO FamilyID (if applicable)</td>
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<td>Program Start Date</td>
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<td>Program End Date</td>
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<tr>
<td>Closure Reason</td>
<td>Completed service; No longer eligible; Voluntary withdrawal; Moved; Child removed from home; Incarceration; Death</td>
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<tr>
<td>If Re-Enrolled, Program Start Date</td>
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<td>If Re-Enrolled, Program End Date</td>
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<td>If Re-Enrolled, Closure Reason</td>
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<tr>
<td>Program name</td>
<td>Automatically generated by data system</td>
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### For Practitioners/Professionals as participants served:

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<tr>
<td><strong>First Name</strong></td>
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<td><strong>Participant Type</strong></td>
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<td><strong>Race</strong></td>
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<td><strong>Program Start Date</strong></td>
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<td><strong>Program End Date</strong></td>
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<tr>
<td><strong>Closure Reason</strong></td>
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<tr>
<td><strong>If Re-Enrolled, Program Start Date</strong></td>
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<tr>
<td><strong>If Re-Enrolled, Program End Date</strong></td>
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<tr>
<td><strong>If Re-Enrolled, Closure Reason</strong></td>
</tr>
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<td><strong>Employer Address</strong></td>
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<tr>
<td><strong>Employer City</strong></td>
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<tr>
<td><strong>Employer State</strong></td>
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<tr>
<td><strong>Employer Zip Code</strong></td>
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<td><strong>Highest Education Level Attained</strong></td>
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<td><strong>Practitioner/Professional Type</strong></td>
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<tr>
<td><strong>Employer Agency Name</strong></td>
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<tr>
<td><strong>Employer Program Name (if applicable)</strong></td>
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<tr>
<td><strong>Agency name</strong></td>
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<tr>
<td><strong>Program name</strong></td>
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Children’s Board of Hillsborough County
PRO 2020 – 10 Request for Proposals (RFP)
LEVEL (3) Leading Grant
Targeted Initiatives
Appendix (#4) – General Terms and Conditions

Revision Effective January 15, 2020

GENERAL TERMS AND CONDITIONS
STANDARD CONTRACT
COST REIMBURSEMENT CONTRACTS

1. Services and Findings: The PROVIDER will provide for the residents of Hillsborough County the services described in Attachment 1, Scope of Service, Service and Performance Objectives (hereafter “Services”). The CHILDREN’S BOARD finds it to be in the public interest to provide children’s services through the PROVIDER for the residents of Hillsborough County who are in need of 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’s design, task management, evaluation design, and data collection. The Matrix / Work Plan for this Agreement, if any, shall state Agency’s name and the Program’s name as described on Attachment 1, Scope of Service, Service and Performance Objectives; (1.1.) Result Area(s) and (2.) Outcomes. The Matrix / Work Plan will serve as a current work plan for the Services. Parts of the Matrix / Work Plan may be modified only as described in paragraph 5 (f.)

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

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

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. An Outside-Area Emergency Service is a Critical Incident that must be reported to the CHILDREN’S BOARD pursuant to paragraph 5.g.vi.

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 by written notice to the PROVIDER prior to termination. If the CHILDREN’S BOARD elects to extend this Agreement, in each extension the CHILDREN’S BOARD may increase or decrease the amount of the contract award or extend the term, at no additional amount.

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

a. The CHILDREN'S BOARD Reimbursement Request Forms, as appropriate, which, if received by 5:00 p.m. on Friday, the payment will be released on the following Friday.

b. Other reports and information requested by the CHILDREN'S BOARD, including those reports listed in Attachment 1, Scope of Service, Service and Performance Objectives, (2.) and (3.). The CHILDREN'S BOARD will reimburse the PROVIDER for services provided and expenditures incurred and paid. 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 approval or notification as described in paragraph 5 (d.) and (e.)

5. Modifications and Required Notifications:

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

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

i. Change the number or assignments of staff providing the Services or the percent of time individual staff members spend performing the Services or administering the program funded by this Agreement. Staff resignations must be reported to the CHILDREN'S BOARD as soon as the agency has received notice of the resignation. 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 5 (f.)

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) the PROVIDER changes the service site;
(2) 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;
(3) the work of an assignee or sub-contractor ceases or materially changes;
(4) if the CHILDREN'S BOARD has authorized the PROVIDER to assign or sub-contract a portion of the Services, the PROVIDER will furnish a copy of the assignment or sub-contract to the
CHILDREN'S BOARD;

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

(6) 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;

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

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

(9) 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;

(10) 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;

(11) cancellation or revision to the PROVIDER’S insurance applicable to the performance of the Services;

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

(13) 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; and

(14) any change to information listed on Attachment (5): Addresses change.

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 has occurred or is about to occur, and the CHILDREN’S BOARD determines in its sole discretion that such Modifications or Events jeopardize the successful performance of the Services, the safety of clients or their families, or others; or the proper use of funds received from the CHILDREN’S BOARD, then the CHILDREN’S BOARD may exercise any of the remedies set forth in paragraph 15-16.

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

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 $500 or 10%, whichever is greater.

ii. No single subtotal line item may be increased or decreased more than once each year without prior written CHILDREN’S BOARD approval.
f. Matrix / Work Plan Modifications: If a Matrix / Work Plan has been approved for this Agreement, the Matrix / Work Plan may be modified only as follows:

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

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

iii. It is the intent of the parties that the Matrix / Work Plan will be construed to be consistent with these General Terms and Conditions and the Budget, but the event of a conflict, the provisions of these General Terms and Conditions and the Budget shall take precedence, as applicable.

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

A CRITICAL INCIDENT is any:

i. Abduction – An incident in which an individual who does not have care and custody of a Participant has wrongfully taken the Participant.

ii. Abuse or Neglect – Reasonable cause to suspect that a Participant has been harmed or is believed to be threatened with harm from a person responsible for the care of the Participant. Arrest also includes the arrest of any PROVIDER officer for any reason.

iii. Arrest – PROVIDER Employee, PROVIDER volunteer, or PROVIDER’s sub-contractor’s volunteer’s arrest for conduct or activity related to work for PROVIDER under this Agreement; death or harm to a Participant; or for a potentially disqualifying offense under level (2) background screening requirements as defined in Chapter. 435, Florida Statutes.
iv. Death of Participant – The death of any Participant if the death may be related to or is alleged to have been related to Participant’s involvement in a PROVIDER program funded in whole or in part by this Agreement.

v. Illness of Participant – An illness of a Participant determined by a licensed health care professional to be life-threatening or the result of apparent abuse or neglect if PROVIDER has reason to believe that the illness or abuse or neglect may be related to or is alleged to have been related to Participant’s involvement in a PROVIDER program funded in whole or in part by this Agreement.

vi. Service Outside Designated Areas – PROVIDER or PROVIDER’S sub-contractor’s Services funded in whole or in part by this Agreement are provided to a person residing outside of the PROVIDER’S service areas designated by this Agreement.

vii. Sexual Battery – An allegation of sexual battery involving a Participant or Employee or volunteer as evidenced by medical evidence or law enforcement involvement. Sexual battery includes Participant on Participant incidents, Employee on Participant, and Participant on Employee.

viii. Suicide or Suicide Attempt – The suicide of a Participant or an act that reflects the physical attempt by a Participant to cause his or her own death, which results in bodily injury requiring medical treatment by a health care professional.

ix. Unplanned Law Enforcement Involvement

x. Unplanned Media event which the CHILDREN’S BOARD may be reasonably expected to provide a response.

xi. Other Serious Incidents – Any action, incident, misconduct, or malfeasance involving PROVIDER’S staff, volunteers or participants that could potentially jeopardize the performance of this Agreement.

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

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

(a) The page entitled "Standard Agreement Cover Sheet";

(b) The page entitled "Agreement";

(c) Attachment (1) entitled "Scope of Service, Service and Performance Objectives";

(d) Attachment (2) entitled "Budget";

(e) Attachment (3) consisting of these "General Terms and Conditions";

(f) Attachment (4) entitled "Assignments and Sub-contractors";

(g) Attachment (4a) entitled “Roles and Responsibilities of Lead Agencies and Sub-Contracted Agencies” (if applicable); and
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 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 of the foregoing in this paragraph is referred to, collectively, as Program Monitoring in this paragraph. The PROVIDER agrees to such Program Monitoring to the extent it is not prohibited by law and does not involve disclosure to the CHILDREN'S BOARD of information which is confidential pursuant to law, statutory, judicial or otherwise, including, but not limited to, Chapters (39) and (415), Florida Statutes. All reports will be as detailed as may be reasonably requested by the CHILDREN'S BOARD and will be deemed complete if not satisfactory to the CHILDREN'S BOARD, as determined in its sole discretion. All reports will contain the information, additional information, or be in the format as may be requested by the CHILDREN'S BOARD. The extent and scope of the Program Monitoring has been determined as a planning rather than an operational level decision of the CHILDREN'S BOARD and the CHILDREN'S BOARD will incur no liability regarding the extent or scope of Program Monitoring provided. If approved by the CHILDREN'S BOARD, the CHILDREN'S BOARD will 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 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:

<table>
<thead>
<tr>
<th>Each Occurrence</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products &amp; Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to Rented Premises</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

If PROVIDER rents premises for performance of the Services

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 limits for Bodily Injury, Property Damage and Personal Injury 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 limits for Bodily Injury, Property Damage and Personal Injury 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:

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

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

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

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

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

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

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

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

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

b. Required Audits: For any PROVIDER fiscal year ending during the term of this Agreement and for any fiscal year during which revenues or expenditures are recognized by the PROVIDER for the program covered by this AGREEMENT, the PROVIDER will submit to the CHILDREN’S BOARD (within one hundred eighty (180) days after the close of its fiscal year) year-end Financial Statements of the PROVIDER audited by a Certified Public Accountant (CPA) and any related management letters, any related communications or reports on internal control and any related reports on compliance with laws, rules and regulations. In the event that the PROVIDER is unable to comply with the 180-day requirement, a request for an extension of time must be submitted to the CHILDREN’S BOARD prior to the end of the 180-day period. Failure to furnish an audit shall be a basis for denial and/or refund to the CHILDREN’S BOARD of project funds by the PROVIDER.

Failure to submit an audit disqualifies the PROVIDER from seeking future funding until the issue is resolved to the sole satisfaction and discretion of the CHILDREN’S BOARD. The audit shall separately identify for the program funded by this Agreement, the revenues by funding source, expenditures, and any refunds or transfers; and present this information either in the body of the Financial Statements, in the footnotes to the Financial Statements, or in a supplementary schedule. The auditor's report must include an opinion on all of the basic financial statements of the PROVIDER. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America as promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA).

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

d. Compliance Audit Performed by a CPA Firm Retained by the CHILDREN’S BOARD: In addition to the required financial audit, the CHILDREN’S BOARD may select and retain a CPA firm to conduct a compliance audit or other accounting review of the program funded under this Agreement. The purpose of this audit will be to determine whether PROVIDER has complied with this Agreement. The audit may include: (1) a financial audit, which means an examination of financial statements in order to express an opinion on the fairness with which they present financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles; an examination to determine whether operations are properly conducted in accordance with this Agreement and with legal and regulatory requirements; an examination of expenditures made by the PROVIDER with funds received from the CHILDREN’S BOARD to determine compliance with Florida Statutes and this Agreement; a report on internal accounting control; and other tests of accountability as deemed necessary; and (2) a management letter, which means a statement of the auditor's comments and recommendations.
e. Payment for Compliance Audit Performed by a CPA Firm Retained by the CHILDREN'S BOARD: The CHILDREN'S BOARD will pay for the audit performed by a CPA firm retained by the CHILDREN'S BOARD, but the PROVIDER will reimburse the CHILDREN'S BOARD for the cost of the audit if a significant amount of disallowed costs are disclosed by the audit. The PROVIDER will reimburse the CHILDREN'S BOARD within sixty (60) days of the written notice from the CHILDREN'S BOARD. The CHILDREN'S BOARD may withhold funds due under this Agreement as a means to recover the cost of the audit and any misspent funds. The CHILDREN'S BOARD will determine in its sole discretion whether amounts of misspent or unearned funds are significant.

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

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

15. Performance: In the event of default, noncompliance, or violation of this Agreement or unsatisfactory performance by the PROVIDER, its sub-contractors, agents, consultants or suppliers, as determined by the CHILDREN'S BOARD in its sole discretion, the CHILDREN'S BOARD may negotiate any acceptable remedy, provide additional training and assistance or, in its sole discretion and without any prior negotiation, impose in writing such sanctions as deemed appropriate. Such sanctions may include, but will not be limited to, withholding of payments, termination, or suspension of this Agreement in whole or in part. In such event, the CHILDREN'S BOARD will notify the PROVIDER fourteen (14) calendar days in advance of the effective date of such sanction, except where the CHILDREN'S BOARD determines that such sanction, withholding of funds, termination, or suspension should become effective at an earlier or later date, in which event such sanction, withholding of funds, termination, or suspension will be effective as provided in the notice. The PROVIDER will be reimbursed for those Services satisfactorily performed prior to the effective date of such sanction. In determining the amount to pay for such Services, the CHILDREN’S BOARD may increase or decrease the budget to describe the cost of providing the Services to the date of such sanction, withholding of funds, termination, or suspension, and then pay PROVIDER based on the revised budget.

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

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

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

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

17. Employment of Staff: The PROVIDER, at its expense, will employ staff to perform the Services. Such individuals will not be considered employees of the CHILDREN'S BOARD and are subject to the supervision, personnel practices, and policies of the PROVIDER. Unless otherwise approved in writing by the CHILDREN'S BOARD, all staff must meet qualifications stated in the application and any approved modifications. PROVIDER will have 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 CBHC funded program, including volunteers or contracted personnel providing direct service to clients and any employee whose pay has been funded, wholly or in part, by CBHC. The CHILDREN’S BOARD values diversity and endorses PROVIDER organizations to reflect the Hillsborough County population.

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, or marital status, or any other basis prohibited by law, discriminate in any form or manner against PROVIDER'S clients, applicants for Services, or employees or applicants for employment. This Agreement is conditioned on the veracity of this paragraph. Within ten (10) days of PROVIDER receiving notice that a discrimination complaint has been filed against PROVIDER or any of its employees, PROVIDER will notify the CHILDREN'S BOARD that a discrimination complaint or notice has been filed. The PROVIDER asserts that it has a procedure for handling discrimination complaints and has designated a staff person to receive such complaints.

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

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

All PROVIDERS must demonstrate efforts related to financial sustainability through funding diversification, including, but not limited to, fund development (such as donations, special events, endowment, fund raising campaigns); applying for support through grants and contracts from government agencies or corporate and/or private foundations; imposing fees for services; business planning and development of social enterprises; or other funding opportunities. The CHILDREN’S BOARD will require that PROVIDER develop and submit a sustainability or strategic action plan to CHILDREN’S BOARD for review by end of contract or with submission of annual audit (whichever comes first). and update the same annually, which shall outline the organizational goals, including monitoring timelines for agency personnel and/or the Board of Directors.

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 Hillsborough County.

23. Confidential Information: Unless required by the Florida Records Law, the PROVIDER will not disclose any information in writing to the CHILDREN’S BOARD which specifically identifies a client for any purpose not required by federal, state, or local laws and related regulations, except by written consent of the client, or his/her responsible parent or guardian where authorized by law.

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 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 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, 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 newspaper.)
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:** If not already a Participant, the PROVIDER agrees to participate in the 2-1-1 human services data base by listing its agency and program information and profile with www.211atyourfingertips.org. During this Agreement’s term, the PROVIDER agrees to keep such information current in the on-line data base.

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 contemplated 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.

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-contracts must include a budget, and a description of contract deliverables in a form acceptable to the CHILDREN’S BOARD. Sub-contracts must be approved as part of original Agreement by the CHILDREN'S BOARD, and PROVIDER must submit a signed copy of all sub-contractor agreement(s) within thirty (30) days of execution of the Agreement with the CHILDREN’S BOARD. Also included with contracts having Assignments and Sub-contracts is Attachment (4a) Roles and Responsibilities of Lead Agencies and Sub-Contracted Agencies.

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

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

In the event of a local, state, or federal government declaration of a state of emergency pursuant to 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 Services Work Plan” or “Emergency Plan”).
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 and or community organizations such as United Way of Tampa Bay, Inc. The PROVIDER must have an Emergency Services Work Plan and shall assist in Emergency Management Services to the best of its ability. The PROVIDER will submit to the CHILDREN’S BOARD a PROVIDER Disaster Verification Form within thirty (30) days of receiving an executed contract which attests that an Emergency Services Work Plan is in place and up to date.

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

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

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

30. Costs of Litigation: The prevailing party in any litigation, administrative, or other proceeding arising out of the enforcement or interpretation of this Agreement will be entitled to recover from the other party the following fees, costs, and expenses: (1) Attorney’s fees in or prior to mediation, trial court, appellate court, bankruptcy court or before any administrative body; (2) all court, mediation, and bankruptcy costs; (3) travel costs charged by the attorney, any consultant, or expert witness while working on the dispute or claim including travel costs for investigation, review, or analysis; or in preparing reports; or in preparing opinions, reviewing documents, contracts, or accounting records; or in preparing for or attending depositions, conferences, meetings, court, or mediation; (4) court reporter fees and litigation costs; (5) attorney, consultant or expert witness fees for all time spent in investigation, review, or analysis; or in preparing audits; or in preparing opinions, reviewing documents, contracts, or accounting records; or in research; or in preparing for or attending depositions, conferences, meetings, court, or mediation; (6) certified public accountant fees for all time spent working on the matter, including, but not limited to, time spent in investigation, review, or analysis; or on preparing audits; or in preparing opinions, reviewing documents, contracts, or accounting records; or in preparing for or attending depositions, conferences, meetings, court, or mediation; and (7) all costs charged by the attorney, any consultant, or expert witness for services or copying, postage, long distance telephone calls, or preparing exhibits and all costs and expenses incurred by the prevailing party in conducting or defending the suit, action, or proceeding, including any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions), as well as costs not taxable thereunder and including all attorney’s fees and costs 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 the 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, subcontractor, 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.

IN WITNESS WHEREOF, the PROVIDER and the CHILDREN'S BOARD have executed this Agreement by their authorized officials.

WITNESS:_________________________________________  Name of Provider

By:_________________________________________ By:_________________________________________

Signature      Signature of Authorized Official

(Printed Name)     (Printed Name of Authorized Official)

(Title)     (Title)

(Date)

WITNESS:CHILDREN'S BOARD OF HILLSBOROUGH COUNTY, FLORIDA

By:_________________________________________ By:_________________________________________

Signature      Executive Director

(Printed Name)     (Date)

(Title)
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 (3) 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 Note: If only one year of funding is being requested, only fill out columns one and two.

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

BUDGET NARRATIVE

Each budget item must include a narrative describing the total program expense(s) or revenue and how the amount is calculated. In the event that 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 start-up, 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.
REVENUES

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

Children’s Board Allocation:

Include the amount requested from the Children’s Board in both the total program budget columns (column 1 & column 3) and the CBHC budget columns (column 2 & column 4). Do not include any ASO allocation in this line.

Other Funding Sources:

List 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, 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.

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

List in-kind revenue on a separate line and describe what is being provided in the narrative. Be specific when listing in-kind revenue (for example in-kind rent, in-kind volunteers, and in-kind food).

Total Revenue: Sum of all revenue lines.

EXPENDITURES

All costs included in the budget as a direct expense should be necessary based on the program services and contribute to the outcomes 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 as these costs are paid for in the administrative/indirect section of the budget (for example, including a data entry position as a direct expense in the budget). Review the list of unallowable costs.

The purpose of the narrative is to describe how the total program budget amounts were calculated for each line item in the budget. It is not necessary to justify the reason for the expense.
If other funding sources will be paying for a portion of the expenditures in a line in the total program budget, described which items will be paid for by CBHC in the narrative for that line item.

**Salaries:**

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

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

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

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

By exception, if the requested total amount of CBHC total expenditures is less than $600,000, an Executive Director (ED) position may be allocated across all CBHC programs as a direct expense 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%.

**Salaries Detail Budget:**

Enter the information requested in each column for each position. Take the time to review each column and verify the information is correct based on what the position does for the agency and program and how much CBHC is funding each position.
1. **Name and Position Title** - The name of the individual occupying the position, if known, and the title of the position (should be the same as that appearing on the organizational chart and the job description). If positions will be working in a specific region, list the region(s) name and zip code(s) in which the position will be working in the narrative. List if the position is bilingual.

2. **AGENCY FTE** - Please state whether the position is a full-time position (1.0 FTE) or part-time position with the agency. If part-time, indicate the percentage of full-time (e.g., .50 FTE).

3. **GROSS ANNUAL SALARY** - Total annualized expense to the agency for the position.

4. **% OF TIME IN PROGRAM** - Percentage of time spent directly on program activities regardless of funding source (total program expense).

5. **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 AMOUNT** - Total salary expense projected to be charged to the CBHC in the second year. The amount cannot exceed the first 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 x 50% = $13,000 x (6 months/12 months) = $6,500.
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<table>
<thead>
<tr>
<th>Name and Position Title</th>
<th>FTE</th>
<th>Gross Annual Salary</th>
<th>% of Time in Program</th>
<th>First Year Total Program Salary</th>
<th>First Year CBHC Amount</th>
<th>Second Year Total Program Salary</th>
<th>Second Year CBHC Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Tom Jones</td>
<td>0.75</td>
<td>26,000</td>
<td>50%</td>
<td>6,500</td>
<td>3,250</td>
<td>13,000</td>
<td>6,500</td>
</tr>
</tbody>
</table>

**Benefits:**

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

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

**Contractual Services:**

*Other Contractual 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 in order to provide the services described in the contract. In the event that 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.

Updated 2-7-20
Expenses other than those listed below are unallowable expenses.

**Building Lease/Rent:** Indicate what the median cost per square foot in the area of the property rented. 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.

*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.

**Special Notes:**

- 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.
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Janitorial Expense: Include the cost of regular cleaning services of the space occupied by participants and its frequency. Allocate the share of the expense based on the square footage used by the program participants. Do not allocate cost for staff offices unless the space is used by program participants.

Property Insurance: Include the allocated cost for property insurance in this line if it is not included in the insurance line in the other operating cost section. Describe the total property insurance cost for the agency or building and how the cost for the program was allocated.

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, include the method of calculating the amount being allocated to the program.

Cell phones: For safety purposes, 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. 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.
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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.

Example Narratives:

- 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.

- Property Insurance - Total annual agency property insurance is $4,000. Total program expense for property insurance is $1,600 based on the use of 40% of the space of the building.

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.
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Training/Conference Expense & Travel: CBHC will pay for conferences directly related to the tools/outcomes in the contract and program model. Include the name of the conference, 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.

Special Note: Do not include the cost to attend Nonprofit Leadership Center trainings, the Early Childhood Council conference, or the REACHUP Affirming Fatherhood conference as the CBHC contributes to the cost of the conferences directly to those agencies.

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.
- Do not include the cost of purchasing or leasing a vehicle.

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 and vehicle insurance in this line. Property insurance can be budgeted in this line or in the occupancy section. Describe the total insurance cost for the agency and how the cost for the program was allocated.

Postage: Explain how the amount was calculated and the purpose of mailing items.
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 announcements or promotions for program services, activities, or events, purchases of give-away items for outreach events, and vendor fees. Include a description of where the ads will be purchased and/or what types of items will be purchased for possible future clients.

Memberships/Subscriptions/Licenses: Only include memberships that are associated with model fidelity. 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.

Fingerprint & Background Screening (volunteers): Include costs 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 in this line. Support to a computer lab for participants may also be included. Provide detail of what this is paying for and how the amount was calculated. 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 $400 per computer including accessories. Computers may not be replaced earlier than every three years.

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

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. Examples are educational toys, written educational materials, prepaid cards, snacks, school supplies, safety products, and basic needs items not covered through the ASO.

Special Note: If prepaid cards are purchased with CBHC funding, a quality assurance system must be in place to track the purchase of and delivery of the card to the participant. This should function similar to a petty cash process. Participants/family members should sign a document acknowledging the receipt of the card.

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).

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.

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% of the total direct expenditures.

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

**Total Expenditures:** Sum of all expenditures. This line is automatically calculated. Please do not change the calculated cells throughout the document.

**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. This information is also included above in each category.

**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
- security system purchase and installation
- pest control
- garbage pick-up (waste bin fees charged on water bill)
- costs associated with a residential facility
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- cell phones for staff other than direct services staff out in the field for safety purposes  
- the allocation of existing costs of an agency that do not directly relate to producing outcomes in the contract

Other Operating Costs:

- local travel from the person’s residence to the destination that is a regularly assigned work location  
- if a provider agency office is not in Hillsborough County, the cost of driving from the office to the first destination in Hillsborough County  
- rental cars  
- vehicle lease or purchases  
- vehicle maintenance  
- the allocation of existing costs of an agency that do not directly relate to producing outcomes in the contract  
- equipment maintenance  
- postage machine rental or purchase  
- cost for shredding  
- cost for scanning  
- religious materials
Mission Statement: The Children’s Board invests in partnerships and quality programs to support the success of all children and families in Hillsborough County.

<table>
<thead>
<tr>
<th>Organization:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Name:</td>
</tr>
</tbody>
</table>

### 2. Cover Sheet and Signature Page

<table>
<thead>
<tr>
<th>(maximum 3 points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Cover Sheet and Signature Page has two components and is required for submission. Refer to the Cover Sheet and Signature Page Instructions, Appendix (#1).</td>
</tr>
<tr>
<td>(3) – All fields completed correctly; Program Summary is accurate and understandable by the general public.</td>
</tr>
<tr>
<td>(1-2) – Some fields not completed correctly; Program Summary lacks clarity.</td>
</tr>
<tr>
<td>(0) – No fields completed correctly.</td>
</tr>
</tbody>
</table>

### 2.1.1 Organizational Overview

<table>
<thead>
<tr>
<th>(maximum 10 points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Include the organization’s Mission Statement, years of operation, and programs currently offered in Hillsborough County;</td>
</tr>
<tr>
<td>(8-10) – All bullet points addressed; mission statement aligned; staff have appropriate qualifications to implement program and maintain fidelity to the model; validated equal opportunity; no concern about history; ability to establish and maintain partnerships; established procedures for grant management; RFP Statement of Purpose can be fulfilled.</td>
</tr>
<tr>
<td>Briefly describe the qualifications and background of the management staff;</td>
</tr>
<tr>
<td>(4-7) – Some bullet points not addressed; all points addressed, but not well developed; questionable if RFP Statement of Purpose can be fulfilled.</td>
</tr>
<tr>
<td>Briefly name formal designations, licensures or accreditations for your organization;</td>
</tr>
<tr>
<td>(0-3) – Poorly constructed; lacked too many details to ascertain organization capability of grant management according to Best Practice Standards.</td>
</tr>
<tr>
<td>Describe how the organization ensures equal opportunity to enroll clients/participants, employ staff, and recruit volunteers and Board members;</td>
</tr>
<tr>
<td>If your organization has never received a major grant from the Children’s Board (more than $5,000), provide the name of a most recent or past funder and telephone contact;</td>
</tr>
<tr>
<td>Describe any history of contract cancellation, filing of bankruptcy, lawsuits against the organization or its predecessor organization(s);</td>
</tr>
<tr>
<td>Describe software or resources and staff procedures followed to collect, track, and report both demographic information and measureable performance outcomes;</td>
</tr>
<tr>
<td>Describe the organization’s capacity to establish and maintain partnerships; and</td>
</tr>
</tbody>
</table>
### Appendix (#6) – Community Review Team (CRT) Scoring Criteria

#### 2.1.2 Financial Capability (maximum 10 points)

- Describe personnel positions (include staff, volunteers, or contracted services) responsible for the financial management of the organization;
- List current revenue sources, such as earned revenue, fees, development efforts, fundraising, endowment, other grants, membership fees, or social enterprise ventures;
- Summarize the organization’s sustainability planning efforts;
- Provide a brief statement indicating if the organization has cash reserves (for up to 2 months of the proposed budget) to pay for and invoice CBHC using a cost reimbursement model;
- Briefly describe the financial procedures utilized and the accounting control system implemented to assure compliance with generally accepted accounting principles, laws, rules and regulations applicable to your organization; and
- Indicate if the organization has written financial policies and procedures and briefly provide an example of how one is used in daily operations for managing grants.

- (8-10) – All bullet points addressed; staff qualified to manage funding; infrastructure to handle the investment financially and programmatically (2 months expenses in cash reserves); feasible sustainability; compliant with generally accepted accounting principles.
- (4-7) – Some bullet points not addressed; all points addressed, but not well developed; unclear if the organization can manage the grant funds.
- (0-3) – Poorly constructed; lacked too many details to ascertain organization capability of managing the grant funds.

#### 2.1.3 Statement of Need and Population to be Served (maximum 10 points)

- Provide a clear description of the population you propose to serve, including age focus;
- Describe with data and why Proposer has selected a specific geographic region, regions or countywide approach to address a need;
- If the Proposer plans to provide Countywide services, the proposal must describe how services will be delivered to residents throughout the county where they live, work or play; and
- Include information obtained from focus groups, community partners, local assessments, or research that support the local need for the proposed prevention or intervention model.

- (8-10) – All bullet points addressed; connection was made among the population, age focus, and geographic area of service delivery; identified population appropriate compared to history and program design; sufficient evidence presented that services will support local need.
- (4-7) – Some bullet points not addressed; all points addressed, but not well developed.
- (0-3) – Poorly constructed; lacked too many details to ascertain if serving local need.
1.4 Proposed Program Description and Design  

- Specify type of proposed program model: Evidence-Based, Promising Practice, Evidence-Informed, and/or curriculum(s) to be used and describe how model fidelity will be sustained;  
- Describe staff training requirements for the model to be used;  
- Briefly detail the primary method(s) of service delivery;  
- Describe how participants will access services;  
- Describe how linguistic and culturally competent work will be initiated and sustained;  
- Specify the duration, frequency, location and intensity of services;  
- Include strategies to both engage and retain participants in services; and  
- Specify how you will engage program participants to assist you with program improvement or in an ongoing advisory capacity.

(20-25) – All bullet points addressed; meets the child, family and community objectives described in Section One of the RFP; accessible to target population; clear method of service delivery (duration, frequency, location, and intensity) and activities; solid strategy to engage and retain participants; sufficient plan to engage participants in improvement.  

(10-19) – Some bullets not addressed; all points addressed, but not well developed.  

(0-9) – Poorly constructed; lacked too many details to understand program components.

2.6 Budget

The budget includes expenses that are directly related to the model proposed and services for producing outcomes. Refer to New Program Funding Budget Instructions in Appendix (#5).

**First Year Operating Budget** is the amount deemed necessary to start up or fully operate the program between **June 01, 2020 and September 30, 2020.**

- First Year Operating Budget amount may not exceed **$65,000.**

**Second Year Operating Budget** is the amount deemed necessary to fully operate the program between **October 01, 2020 and September 30, 2021.**

- Second Year Operating Budget amount may not exceed **$75,000.**

Complete and submit the required budget for both First and Second Year funding using the excel file posted with the release which includes four (4) tabs:

- Tab (1) – New Program Funding Budget Summary,  
- Tab (2) – Salary Detail  
- Tab (3) – First Year Budget Narrative  
- Tab (4) – Second Year Budget Narrative

(13-20) – All requirements met; expenditures connect to program; narratives explain calculations; support from other revenue; forms not altered.  

(6-12) – Some requirements not met; all requirements met, but completed incorrectly or included unallowable expenses; connected program with some exceptions.  

(0-5) – Poorly constructed; no connection to program.
2.1.7 Program Impact Summary

| (maximum 10 points) | Measurable outcomes and/or deliverables will be negotiated upon award. Proposers must use the provided template to identify three (3) potential outcomes and/or deliverables that align with their program model and age category. Proposers are encouraged to identify validated measurement tools that have been proven to be effective in quantifying the intended outcomes. | (8-10) – All requirements met; the measurable outcomes or deliverables support the program model. |
| | | (4-7) – Some requirements not met; all requirements met, but measurable outcomes or deliverables identified do not support the program model. |
| | | (0-3) – Poorly constructed; lacked too many details to understand measurable outcomes or deliverables. |

2.1.8 Board of Directors

| (maximum 3 points) | Use the provided template to list the names of the organization’s current Board Members, including: |
| | • Board Titles; and |
| | • Professional affiliations. | (3) – All requirements met; financial, programmatic, and content experts on the Board. |
| | | (1-2) – Some requirements not met; unclear if financial, programmatic, and content experts on the Board. |
| | | (0) – No requirements completed correctly; attachment not provided. |

2.1.9 Organizational Chart

| (maximum 3 points) | Submit a current organizational chart with lines of authority that highlight the positions for the proposed program. | (3) – All requirements met; highlighted positions coincide with program. |
| | | (1-2) – Some requirements not met; unclear if highlighted positions coincide with program. |
| | | (0) – No requirements completed correctly; attachment not provided. |

2.1.10 Implementation Plan

| (maximum 6 points) | Include a one (1) page Implementation Plan for the First Year Operating Budget which includes benchmark dates for all activities, the responsible party and the projected start date for services. | (5-6) – All requirements met; realistic. |
| | | (1-4) – Some requirements not met; plan is unrealistic. |
| | | (0) – No requirements completed correctly; attachment not provided. |

2.1.5 Partnership and Collaboration

| No Score | This section does not have a score, however comments will be recorded. |
| | Proposer described partner(s) currently in place or those they reached out to for this RFP; role(s) of the partner(s) clearly defined; partner(s) have expertise and qualifications |
Informal partnerships, such as in-kind services, are often necessary for agencies to deliver quality services, however, those partnerships do not require Subcontract agreements for the purposes of this RFP.

If proposed services require collaboration with in-kind organizations please submit the following:

- Up to three (3) current Letter(s) of Support.

**Required only if Proposer intends to:**

- Use space in community based locations that they do not own or rent.
- Receive in kind goods or services that complement the proposed program.
- Serve populations that require referrals from specific sources.

This rating form is subject to public records and is open for inspection and copying in accordance with the Chapter 119, Florida Statutes.
I. Google Chrome is the recommended internet browser. Please avoid using Internet Explorer.
   A. Google Chrome may be downloaded at https://www.google.com/chrome/.
II. The link to SurveyMonkey Apply is www.cbhcgribants.smapply.org.
III. How to Register
   A. Register on behalf of an organization
      1. Click Register;
         2. Complete the required information for who will be the Organization's Main Administrator;
         3. Click Create Account; and
         4. You will be asked to enter additional details about the Organization such as the Organization's Name, Address, and Contact Information.
   B. Add members individually
      1. Login as an organization administrator;
      2. Click on Manage Organization in the top right corner;
      3. Click on Members;
      4. Click on Add Member;
      5. Enter the First Name, Last Name, and Email Address of the member;
      6. Select if they will have Administrative or Non-Administrative Access;
         • Primary Administrator: This is the organization member that initially creates the Organization and has full administrative control over the organization's members and proposals. They will be able to transfer ownership of the organization, as well as edit and remove members of the organization at any time.
         • Administrator: These members have similar control over the organization's members and proposals as the Primary Administrator. However, they will only be able to edit and remove non-administrative members, or inactive Administrators.
         • Non-Administrative Members: These members will be able to edit proposals on behalf of the organization but will not have access to manage the organization's profile and members. They will also not be able to create or submit proposals for an organization.
      7. Optional: If you have teams created, click to add them to a team;
      8. Optional: Notify the user that you are adding them to the organization; and
      9. Click Add.
IV. Completing the Application
   A. Locate the Application
      1. Click View Programs;
      2. Click MORE > for the Application you wish to apply for; and
      3. Click Apply.
   B. Verify the email associated with the account first by clicking Send Verification Link
      and follow the instructions sent in the email;
   C. Respond to all Application Tasks
      1. Cover Sheet and Signature Page (template provided; SurveyMonkey Apply form and upload);
         - The Signature Page may be found at https://www.childrensboard.org/budgeting/revenues-and-expenditures/funding-opportunities/
      2. Proposal Narrative (SurveyMonkey Apply form);
         - Please avoid using ALL CAPS.
      3. Budget (template provided; SurveyMonkey Apply upload);
      4. Program Impact Summary (template provided; SurveyMonkey Apply upload);
      5. Board of Directors (template provided; SurveyMonkey Apply upload);
      6. Organizational Chart (no template provided; SurveyMonkey Apply upload);
      7. Implementation Plan (no template provided; SurveyMonkey Apply upload);
      8. Current Letters of Support, if applicable (no template provided, SurveyMonkey Apply upload); and
      9. Audited Financial Statements (no template provided; SurveyMonkey Apply upload).
   D. Mark each Task as Complete
E. Editing a Completed Task
   1. Enter your application;
   2. Click on the task you wish to edit;
   3. Click on the More Options icon in the top right corner of the task;
   4. Click Edit;
   5. Click Previous/Next to navigate between the pages and make your changes
   6. When done, navigate to the bottom of the page and press Mark as Complete.

F. Submit the Application
   1. Within the application to submit, select Review & Submit;
   2. Review application materials;
   3. Once you've reviewed all your completed tasks, you can click to Submit Your Application.
      • An email confirmation will be sent after submission.

V. Additional Information
A. SurveyMonkey Apply FAQ and Troubleshooting
   4. How to Ensure Emails are Received from SurveyMonkey Apply: https://help.smapply.io/hc/en-us/articles/360005301174-How-to-Ensure-Emails-Are-Received-from-SurveyMonkey-Apply