Sanchez, Rodzandra (COE)

Diaz-Greco, Gilma M. (COE) Tuesday, May 01, 2018 10:53 AM Sent: Sanchez, Rodzandra (COE)

Rebeca Sosa, Miami-Dade County Commissioner (DIST 6) (Voting Conflict re: Item

180847) INO 18-108 Attach 180847.pdf

INQ 18-108 Sosa

From: Centorino, Joseph (COE)

Sent: Monday, April 30, 2018 4:52 PM

To: Fernandez, Alejandro I. (DIST6) <Alejandro.Fernandez2@miamidade.gov>
Cc: Turay, Radia (COE) <Radia.Turay@miamidade.gov>; Diaz-Greco, Gilma M. (COE) <Gilma.Diaz-

Greco@miamidade.gov>; Perez, Martha D. (COE) < Martha. Perez2@miamidade.gov>; Sanchez, Gerald (CAO) < Gerald. Sanchez@miamidade.gov>; Kirtley, Eddie (CAO) < Eddie. Kirtley@miamidade.gov>

Subject: INQ 18-108 Rebeca Sosa, Miami-Dade County Commissioner (DIST 6) (Voting Conflict re: Item 180847)

Mr. Fernandez:

You inquired on behalf of Miami-Dade County Commissioner Rebeca Sosa (DIST 6) regarding whether, pursuant to Section 2-11.1(d) of the County Ethics Code, she may participate and vote on Item 180847, which is coming before the Board of County Commissioners at its May 1, 2018 meeting. This item involves a Resolution relating to grant funding for the 2018 Miami-Dade County Youth Summer Job Program. The item would authorize the County Mayor, among other things, to enter into an agreement between Miami-Dade County and The Children's Trust to receive \$1.5 Million in grant funds from the Trust for the program, as well as among Miami-Dade County, the School Board of Miami-Dade County (MDCPS) and the Foundation for New Education Initiatives, Inc. (Foundation), a direct support organization to MDCPS, to grant up to \$2,556,625 to the Foundation for the program, to fund the Summer Youth Internship Program (SYIP). This is a collaborative effort, which includes MDCPS and its direct support organization, in providing funding for this summer youth program.

The question arises due to Commissioner Sosa's full-time position with MDCPS as curriculum/program facilitator for services related to the countywide South Florida Workforce one-stop delivery system at Lindsey-Hopkins Technical Education Center. My review of the item does not indicate that Commissioner Sosa's position or Lindsey-Hopkins would be measurably affected by this summer youth program. Although MDCPs and its direct support organization are involved in the program, we have found in previous opinions provided to Commissioner Sosa that she is not automatically prohibited from voting on a matter that involves MDCPs since it is a governmental organization. Unless her position at Lindsey-Hopkins would somehow be affected by the program, there is no basis to conclude that she would or might, directly or indirectly, profit or be enhanced by the vote, which is the broadest and most inclusive criterion in the County Code for determining a voting conflict. It is my understanding that Commissioner Sosa has no personal involvement in the Summer Youth Internship Program..

Based on my review of the Resolution, I see no likelihood that there would be a personal impact on her or on her position. Therefore, it is my opinion that she may vote and participate on the item when it comes before the BCC.

Joe Centorino

ALEX J. FERNÁNDEZ Senior Communications Aide & Legislative Assistant Commissioner Rebeca Sosa, District 6 Miami-Dade County 111 NW 1st Street, Suite 220 Miami, Florida 33128 305.375.5696 alejandro@miamidade.gov

Joseph M. Centoríno

Executive Director and General Counsel Miami-Dade Commission on Ethics and Public Trust 19 W. Flagler Street, Suite 820 Miami, FL 33130 Tel: (305) 579-2594 Fax: (305) 579-0273



From: Fernandez, Alejandro J. (DIST6) Sent: Monday, April 30, 2018 12:25 PM

To: Centorino, Joseph (COE) < Joseph. Centorino@miamidade.gov>

Cc: Castro, Vivian (DIST6) <<u>Vivian.Castro@miamidade.gov</u>>
Subject: Conflict of Interest Opinion for items 180847 on the May 1, 2018, BCC meeting agenda

Commissioner Sosa is respectfully requesting your opinion regarding the following item pertaining to a grant for the Summer Youth Internship Program that involves the Miami-Dade County Public Schools. The item is scheduled to be heard at the Board of County Commissioners' meeting occurring tomorrow, Tuesday, May 1st, 2018. For your convenience, below please find the item which I have also attached to this email.

180847 Resolution Xavier L. Suarez, Prime Sponsor Daniella Levine Cava, Co-Sponsor Jose "Pepe" Diaz, Co-Sponsor Sally A. Heyman, Co-Sponsor Barbara J. Jordan, Co-Sponsor Sen. Javier D. Souto, Co-Sponsor

RESOLUTION RELATING TO GRANT FUNDING FOR THE 2018 MIAMI-DADE COUNTY YOUTH SUMMER JOB PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE \$1,500,000.00 IN GRANT FUNDS FROM THE CHILDREN'S TRUST FOR THE PROGRAM; AUTHORIZING A GRANT TO THE FOUNDATION FOR NEW EDUCATION INITIATIVES, INC., A DIRECT SUPPORT ORGANIZATION TO MIAMI-DADE COUNTY PUBLIC SCHOOLS, OF \$2,556,625.00, INCLUSIVE OF THE \$1,500,000.00 FROM THE CHILDREN'S TRUST AND \$1,056,625.00 IN COUNTY FUNDING, FOR THE SUMMER YOUTH INTERNSHIP PROGRAM(Juvenile Services Department)

MEMORANDUM

so assist with cereoric, promotice, and rescalances. The SYIP is expected to result ratio of 1 to 50, and 1 to 10 for youth with disabilities.

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"3-Day Role" for committee applicable if raised -putey more nor committees applicable if raised 6 weeks required between first rending and public bearing 6 weeks audification to municipal officials required prior to public hearing

Deceases revenue or increases expenditures without balon Budget required Statement of fixed impact required

Statement of social equity required

Ordinance creating a new board require
report for public hearing

Applicable legislation requires more than a majority veto (i.e., 2/Fe _____, 2/Fe _____) to approx Current information regarding funding source, index code and synthiste balance, and available capacity (if debt is contemplated) required

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Agenda Herr No. 9(A)(1) Page No. 2

WHEREAS, specifically, L3 percent of the 1,463 years participating in the Statemer Your

InterAction precisions, to precision to the activities of the process of the proc tional Credit Union and all youth who completed the program curred high school coulds; and WHEREAS, the Summer Youts Internable Program's maccase continued in the summer

WHIREAS, p. 2017, 50 conjecture presented is the Section of the Section 1 was recommy prigram, 89 percent of employers and 97 percent of profit represed freey were satisfied with the program, and 34 percent of participating point completed the propose; and WHIREAS, the network accupitual of the County, The Children's Trust, Nilami-Unite 100 percent programs of the County of the County.

County Public Subsule, the Foundation for New Education Initiatives, Inc., and South Florida Windeforce Inventment Board with to again collaborate to offer a Summer Youth (intendity Program in the summer of 2018; and

WHEREAS, the Someon Yearh Intereship Program will, again, cornel youth between the ages of 15 and 18, including youth with Gambitides and youth tresitioning out of Sanar care up to age 22; and

WHEREAS, additionally, during its third year, the reach of the Summer Youth Internable restantant, measures, wang acutar year, no release it to comme conditionately.

Progress will copused as a result of new funding provided to the program from Royal Caribbon.

Ltd., and IP Morgan Classe and a funding increase from South Fluida Workfacou Innocement.

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Agenda Bern No. 9(43(1) 5-2-58

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WHEREAS, on Murch 3, 2015, in Resolution No. R-235-15, the Minmi-Dade County Board of County Commissioners (Board) directed the County Mayor or County Mayor's designs to areato the Miarai-Dade County (County) Youth Summer Job Program; and

to enterla historia Diale Courge (Courge) treats number and very course and WHEREAN, Resolution No. R-339-16, adopted by this throud-on-April 19, 2816, authentical the Course to enqual in Youth Sceneer Ado Physpans and collaborate with The Children's Times, Mitzel-Date County to Public Schools and the Foundation for New Education. Initiatives, Inc., a not-fee profit corporation that is a direct support organization to Mismi-Dube County Public Schools, to Innoch the Summer Youth Internable Program; and

WHEREAS, the Sammer Youth Intenship Program bulk upon the County's Youth Success Job Program and Mismi-Dade County Public Schools' internship program and provided youth an internal-duals. County with additional relevations, made experience and training. apportunities through a paid intereship; and

WHEREAS, the summer of 2016, June 2016 through August 2016, was the inaugural year

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Program includes up to \$1,500,000.00 from South Florida Workflace Investment Board, \$400,000.00 from Reyal Caribbous, Ltd., and \$175,000.00 from JP Morgan Chase; and

WHEREAS, as a rosale, in 2018, the Summer Yorth betereship Program intends to emeil mean of 2,650 youth, which is an increase of 825 from 2017 and 1,187 over 2016; and

WHEREAS, the County, The Children's Trust, Miseri-Bode County Public Schools, South Florida Wetkilver Investment Remail and the Foundation for New Edwardson finkindows, but propose to cater into agreements that will not forth the terms of the collaboration and articipate. that this collaboration will benefit maticipating youth, ornolayou, and the community or a whole;

andren, a copy of which is incorporated herein by reference,

NOW, THEREPORE, BE IT HESOLVED BY THE BOARD OF COUNTY IMINIONERS OF MANI-BADE COUNTY, PLOUDE, THE

Section 1. This Heard approves the foregoing recitals, which are incorporated herein

Section 2. This Board authorizes for County Mayor or County Mayor's designer to receive \$1,500,000.00 in grant funding from The Children's Trust for the 2008 Missei-Dude Creaty Youth Sussess lish Program.

Section 3. This Housel unducrities a County good to the Foundation for New Education

histories, Iso, a direct support organization to Mismi-Dado County Public Schools, of \$2,556,025.00, inclusive of the \$1,556,625.00 is standing the County received from The Children's Treet and \$1,856,625.00 in County Andring, See the Summer Youth Externology Programs.

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IT THE PROVINCE HAS QUESTIONS SEGARDING THE APPLICATION OF CHAPTER 11% FLORIDA STATUTE, TO HE PROVINCES DITY TO FECUNDE PUBLIC RECORDS ERATING TO THE CONTRACT, CONTACT HE CUSTODAN OF PUBLIC RECORDS AT 305.571.5700 EXT. 292.
MINIST.LEARNIFFECHILDER/SERVISION. 310.5 W 3RD AVENUE, STH FLORIDA STATUTE CHAPTER STATUTE CHA

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Section 4. This Board authorizes the County Mayor's County Mayor's designer to execute agreements to off extrate the purposes of this resolution, in substantially the ferm attached herato as Chibbin A and B and other required agreements and documents.

The foregoing resolution was offered by Commissioner who moved its adoption. The rection was seconded by Commissioner and open being put to a vote, the vote was as follows:

Saliegue I and view, de load and Aller L. Dove, Jr., Chairman Judging M. Dalborne, Vin, Chairman Daniella Leyenum. Bulkarine, Vin, Chairman Joe A. Meefant I and Ministan De Chairman George Andread Control of the Agric May 2018. This modulates shall be because of the Agric May 2018. This modulates shall because effortive upon the sortion of (1) 10 days when the state of

its adoption unless sectored by the County Mayor, and if second, shall become effective only upon as coercide by this Board, or (2) approval by the Centry Mayor of this Basolation and the filing of this approval with the Clark of the Beard.

MAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS HARVEY RUVIN, CLERK

Approved by County Attorney as to farm and legal sufficiency.
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Attachment A: Scope of Services

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Page 28 of 25

MIANI-DADE COUNTY MIANI-DADE COUNTY, FLORIDA THE CHILDREN'S TREST MIAMI-DADE COUNTY, FLORIDA Dy:____

Jones S. Hal

This Contract is not valid unit signed by buth Parties.

Page 25 of 25

ATTACHMENT A SCOPE OF SERVACES PY 2007-2018

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IV. FOUNDATION ROLES AND RESPONSIBILITIES A. Information Services

The reundation shall offer four (iii) parent information sensions for the parental general region of potential interest. These resolves provide an overview of the SYF and outline requirements and expectations.

Mars Dudy Dourty SYP

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C. OUTCOMES - Is Anyone Better ON?

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	Child Abuse & Neglect Reporting Requirements
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	Child core personnel invalide alort to the physical and behaviors' indicators of child abuse and neglect.
	"Onlid Above or Neglect" is defined in section 39.301. Roddo Stokker, as "horn or threathead horn" to a child's health (health) or physical as well as by the cith or articlers by a payor's subtilineated in property of the present required by the child's welling, or for purposes of recentres sopulationaris by any person.
	Calegaries include: - Province Abuse or Height of Se. Unexpirence by the No. Height Sect of supervision) - Province Abuse or Height of Se. Importment in the publish to function, department
	Reports must be made immediately to the Horida Abuso Hotline Information System by
	- Talaphore of 1-800-95-48/05 (1-800-952-30/25, or - Fax of 1-800-914-8004, or - Crisis of 15 (\$200-950-951-550), Euphobusch*00-05/
•	hause to particular duties of a mandatory reporter pursuant to section 09.041. Forcid Statutes constituting a visigition of the plandaries in section at 0.02 in P. Rodde Safates, and to theory of the half alignos, barrantes . If a each offid only pursuant's responsibility to report superched obuse and consequently.
	All reports are confidential. However, persons who are resinable elimportes (child care potromes) are accurated to give their name when realing a report.
	It is important to give as much identifying and feathed information as possible when making a report.
	Any passes, when acting it good tolls, is involve translability in accordance with section 29 20000. Florida Statistics.
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I hereby:

The staff of the Citizhen's Trust of Pilami-Dada County to telephote still photographs, signal photographs, signal photographs, motion pictures, believisten treservisiers, sector videological requisitions (hereinafter "Roccerings") or me, my children, every wards five educational, research, documentary, end problem datters purposes.

Signature of Parent or Guardien Signature of Witness Date Date

Any such Recordings may reveal your identity through the image itself without any compensation to you, your children or werds. Any and all Recordings taken of you, year disidnen or wards shall be the sole property of The Children's Trust. With regard to the use of any Excordings taken of you, your children or words, you needly solve any said all present and follow claims you may have appared to the control of the control

3150 SW 3" Rvener, 8" Hoar + Maint, R. 33129 (231) 317-5701 + Fax: (365) 660-2226 even Two-Whotsatzat.cs

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<u>BUDGET SUMMARY.</u> 16:COP8 and the Foundation agree that all expenditures or costs shall be made in accordance with the Budget, which is incorporated herein and effected hereto as Attackword 8.

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This Agreement may be readfied or amorded only in writing by mutual consort of the

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Fiscal Processwards: Medians — (Including, but not limited to all expenses, submission of morthly requests for payment, billing and fiscal reports described in section VIII).

Misers-Dade County Office Management and Budget, Program Docadinator – Marril-Dade County Arm de las Probis – Foundation Far New Docadion Instatives, Inc.

or learnante this Agricement. Such deficiencies may also be considered by the Coordy for terms positives to Mane Agricements and for hundry. The Courty shall conduct of or in more formal management consistent and preference onlying of the COVID arrival that Countidates. This Agricement will reach consistent of appropriation of Filosophic Softial prices for County consumes part MCOVID and of the Conduction has selected by polymer for the provisions of this Agricement.

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B. Procesus Administration ni-Cade County Mayor or Macri-Dade County Deputy Mayor – Macri-Dade County

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C. Legal Counsel Mami-Dade County Attempty's Office

Mismi-Dade County School Board Attervey's Office

x. NOTICES.

Alt notices or communication under this AGREEMENT by the Pranties to each other shall be sufficiently given or delivered as follows:

In the case of notice or commun Atte: Carlos A. Girnenez, Mayor 111 N.W. 1st Street, Suite 2010 Mismi, Florida 33128

In the case of notice or nonequipation to M.DCPS:

The School Board of Marvil Code County, F Alto: Adveto M. Carvelho, Superintend 1450 N.E. Second Avenue, Suita 912 Marvi, Flanda 20132 And a copy to:

The School Board of Marri-Dade Cowdy, Flatid After Watter J. Harvey, School Baard Attorney 1450 N.E. Second Avenue, Suite 430 Marris, Florida 33132

In the case of netice or communication to the Foundation for New Education initiatives

Foundation for New Education Inflatines After Arm de las Prozas MODINE, Secens Avenue, Suite 931 Milani, Florida 33132

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B. <u>County Reception</u>. If M-DCPS and/or the Foundation breach this Agreement County may pursue any or all of the following namedies:

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C. The County Mayor or County Mayor's designes is authorized to terminate this Agreement on behalf of the County. The Ougestessiers of Sahosis or the Superintendent's designes is softwiced terminate this Agreement on the behalf of M-DCPS.

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D. Connect Satisfaced. Notwithstanding the above. M-COPE ording the Provision of the Provision of the Interest of Satisface of the Satisface of the County for demanges seathered by the County by which are any boarded of the Agreement. The County in year is seed early remediate about that the or explained for any demanges assistance by the treath. In any addition brought in a count or complaint of Auditoriation variety from this agreement service on the basis for the action, such part; in those though all callengths.

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IF THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDERS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 205-095-128, pti@dadaschools.ret, and 1450 NE 2 Avenue, Mismi, Florida 33132.

- NVI. MISCELLANCUS.

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This County, M-DCPS and Providetion revbuely agree that readification of the Scope of Services, Sudget, schedule of payment, Silling and cash payment procedures, set forth herein and other such revisions may be negatiated as a rettern amendment to this Agreement between

County.

Only the Superintendent of Schools or the Superintendent's designed to authorized to make abstractions, variations, modifications, extensions or values of provisions of his Agreement on behalf of M-OOPS. all of M. COPR.
D. <u>Applicable laws or Ordinances</u>. The Parties agree to abide by any applicable laws.
or Charley uniqueness applicable to the Agreement, whether or not each laws, rules, or yordinances are expressly intertioned in this Agreement.

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XII. PROHIBITED USE OF FUNDS.

A. Religious Disposes. County funds shall not be used for religious p.

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or Lint 3 m. This Agreement shall be construed in accordance with the lates of the State Flights, Any disputs with respect to this agreement in subject to believe that and 2% slies of Flooties, visited and to in Milliami-Clade County. Each party shall be macrosticle for the over-alliamings' fees and cooks incurred as a meab. Of any action or proceeding under this agreement.

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No other Agwernert, call or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or brid any of the Partice hearts. Early provision of this Agreement shall be deemed to exist, the remander of this Agreement shall not be attituded threshy if such relaxation under continue to contribut to

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IN WITNESS WI-ERREOF, the Parties have caused this AGREEMENT to be executed in the iso corporate names and their occounts easis to be allowed by duly authorized officers, all on

e day and year first sat forth above.	
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PNTIATINES, INC., a S01(c)(3) corporation	HAMMEY RUNIN, CLERK
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ATTACHMENT A SCOPE OF SERVACES FY 2017-2018

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D. Program Administration and Staffing

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April Will	Recordence of television Revisions and Program Staff (natractional supervisor, program administrator and program ceristorial
May 2018	Famout/Internal-ip Provider information Sessions
May 29, 2018	Last day for Students to Apply to Program
April/May 2018	Potential Interns Atlanta Information Sessions
june 3018	internalsip Provider Information Sessions
Ongoing	Interviews and Recoments, Instructional Supervisor Radgements and Issuesco Singilinees, Verification
June 2018	Summer Youth Internation Program Bagins
July 2008	find of intereskip toperiesce. Program wrop-up, surveys and pest-tests
September 2018	Engagements of Servey and SVIP Program Divisioners
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A/N of internality providers satisfied with services provided	Satisfaction curvey	At completion of the Program
N/N-of job coaches/instructional supervisions that are satisfied with Program	Estimation surviy	At completion of the Program

Name Charles Charly Street

The Foundation, M-ECPS or both shall report the follow and The Trust.

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Marri Carle Courte SYFF Contract #16 SLDES L Resolution #2019-19

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Child Abuse & Neglect Reporting Requirements

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Child's Last Name		First		Middle
Child's Date of Si				l'a Gender - Noie - Pon
Last 4 Digits ONL	Y of Child's Soci	al Security#	□ Pro	55N
Migeni Dade Coun	dy Public School	100	n	M-0075 10
Child's Current Sc	chool			
In your Child Prof	licient in English	rr 🗆 Yes 🗆 No		
Other Language(s) Spoken in the	Home Oscarit	☐ Haltiar-Crools	□ 0ther □ No
Street Address			City	ZIP Code
Child's Ethnicity	□ Hispanic	☐ Haltan	□ oper	
Child's Race (sek				☐ Black or African Americ Other ☐ Meltimodel
Child's Current G	rade			
Done Child Have (If not, we may be	Health Ensurers able to help you	e (ex., private insur Ind affordable cover	ance, KidCaro, Pir nge-cali 211 or vi	dicald)? [] Yes [] No sik www.thuchildraminust.or
Child's Primary C	taregiver (full no	me)		
Primary Caregive	er Email			
Primary Phone	oversected by The	Children's Trust to a	sk about vour sett	sfaction with these services.





I, guardian of and give consent to service providers Dade County as follows:	and the staff of The Deldre	the parent or hereby authorize n's Trust of Miami-
[hereby:		

the staff of The Children's Trust of Marti-Dade County to taken/use still photographs, digital photographs, motion pictures, tokeniase trensmission, ont/or videotopod recordings' (herrishaten' "Recordings") of me, my children, or my words for educational, research, documentary, and public relations purposes.

Signature of Parent or Guardian Signature of Witness Date Date

Any such Recordings may reveal your identity through the image itself without any compensation to you, your children or wards. Any and all Recordings taken of you, your children or wards shall be the sole property of the Children's Trust.

With regard to the use of are Roccodings taken of you, your children or words, you headly value any and all present; and filter dates you may super-sent your property of the property of the property of the property of the superty, affiliation and Bood members, it is said, superty, affiliation and Bood members, assists of "Awarus, "Fifter a Hope," 1, 33290 (2019) (201

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We want to get to lenew your child best programs. Please tell us more about yo	er so we can provide the best possible experience in our ar case				
What are the main ways your child communicates? (Mark all that apply)					
Speaks and is easily undentoed	☐ Uses communication devices like pictures or a board				

| Begin and Section of the selection of

If you are interested in other services funded by The Children's Triest, phone on 222 or visit mensulfactivistics at the Children's Triest, I give my permission for this information to be submitted to The Children's Trust for program quality and evaluation purposes. The Children's Trust provides funding for the program.

PARENT/GUARDIAN SIGNATURE DATE FOR STAFF USE ONLY (MUST SE COMPLETED) POR STAP USE ONLY (MOST SC COMMATTED)

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Jul. if any, help-does your child receive of this time? (Mark all that apply)

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If you marked "Hone of the above" on the previous question, places skip the next two questions and sign below. If you marked only other onswer on the question above, please crower the remaining

polition. To you remark any other content on the question doors, places crows the sensor between the property of the sedification could allow make 10 miles. On the content of the conten

If you are interested in other services funded by the Chlisten's that, please call 211 or not grow than the chlistents at all, he appeals exect secures for your child, with wave active coverations on or a very the children had as a long or the child and the children and the child and the children and the children

I give my premium to this information to be submitted to the Citiden's fresh for program quality and evaluation purposes. The Children's fixed prevides heating for the program. PROPRIES SCHART SCHART

ATTACHMENT G
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Signature of Porcit, or Quantilat Signature of Witness

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1100 Stat 2" Avenue, 8" Floor + Hillenti, FL 33525 (2016) SP1-5365 + Fao: (305) 060-2306 (2004) SP1-6366 + Fao: (305) 060-2306

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Page 66 of 66

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