

**FIRST RENEWAL TO AGREEMENT NO. 13382 FOR CTAC  
BETWEEN THE CHILDREN’S TRUST OF ALACHUA COUNTY AND  
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS **FIRST RENEWAL TO AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_, between the Children’s Trust of Alachua County, an independent taxing district in Alachua County, hereinafter referred to as the “CTAC,” and ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, corporation organized under the laws of the State of Florida, hereinafter called the "County". Collectively hereinafter CTAC and the Agency are referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, pursuant to Request for Funding Proposals 2022-03 the Parties hereto previously entered into the *Agreement No. 13382 for CTAC between the Children’s Trust of Alachua County and Alachua County Board of County Commissioners.*, dated June 6, 2022 (the “Agreement”) for the provision of the CTAC providing funds to the Agency for their program, Cuscowilla Day Camp; and,

**WHEREAS**, pursuant to the Agreement, the Agency has requested to extend the term of the Agreement through August 31, 2023; and

**WHEREAS**, the CTAC deems it in the best interest of the Parties to extend the term of the Agreement as requested by the Agency,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows:

**SECTION 1.** of the Agreement, **Term**, is amended in its entirety to read:

A. This Agreement shall commence on April 1<sup>st</sup>, 2023, and continue through and including August 31<sup>st</sup>, 2023, unless earlier terminated, as provided herein. CTAC performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Children's Trust of Alachua County. The parties hereto understand that this Agreement is not a commitment of future appropriations.

**SECTION 2.** Scope of services is amended to include updated scope of services referenced as attachment A.

**SAVE and EXCEPT** as expressly amended herein, all other terms and provisions of the original Agreement between the parties shall be and remain in full force and effect.

**SECTION 3.** of the Agreement, **Maximum Indebtedness**, is here by amended in its entirety to read:

- A. The maximum indebtedness under this agreement is (FORTY-ONE THOUSAND AND ONE HUNDRED DOLLARS (\$41,100) for (2023) contract year.

**SECTION 4.** of the Agreement, **Billing and Compensation**, is here by amended in its entirety to read:

- A. For the performance of the services detailed in Section 2 of this Agreement of the CTAC shall pay the Agency an amount not to exceed (\$41,100) as specified in the Program Budget in **Attachment B**.

- B. Compensation. CONTRACTOR will be paid by the CTAC for the Services as follows:

- 1. Advance Payment – Upon completion of Deliverable 1 in **Attachment D** the Contractor may invoice the CTAC for an advance payment of 25% of the scholarship amount as listed on Form 2- Site Profile. The Contractor will not receive any additional payments until the advance has been trued up with actual services delivered.

- 2. Subsequent payments will be made on a monthly basis based on each site’s weekly enrollment. To be considered enrolled, proper demographic information and at least on day of attendance in the week the child is enrolled is required (see Data and Reporting, **Attachment F**)

- 3. Enrollment Fees will be reimbursed in the same manner as in #2 above.

- 4. Materials and Field Trips will be reimbursed on a cost-reimbursement basis.

- C. Submission of the Contractor’s invoice for final payment shall further constitute the Contractor’s representation to the CTAC that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Program, will be paid in full, that the services or expenses have not been reimbursed by another contractor, and that the services provided served a public purpose. The Contractor shall submit invoices via e-mail to [invoice@childrenstrustofalachuacounty.us](mailto:invoice@childrenstrustofalachuacounty.us), or to the CTAC at the following address.

- D. In the event that the CTAC becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the CTAC may withhold payment of sums then or in the future otherwise due to the Contractor until the inaccuracy, and the cause thereof, is corrected to the CTAC's reasonable satisfaction.

- E. Payments for all sums are contingent upon meeting the deliverables described in Attachment D: Deliverables and the approval of all supporting documentation required by the CTAC. All invoices shall contain the following statement “This request for payment is subject to Section 837.06 Florida Statutes.” Invoices for payment shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act).

F. The Contractor shall submit invoices by the 15th of every month and its final invoice for the grant period by September 15th of each year. The CTAC has no obligation to provide reimbursement to the Contractor for invoices which include expenses incurred in any previous grant period if submitted after October 15, 2022.

G. Invoice payments shall be sent to:

Alachua County Board of County Commissioners  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601

**IN WITNESS WHEREOF**, the parties have caused this **First** Renewal to Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

**CHILDREN’S TRUST OF ALACHUA COUNTY**

By: \_\_\_\_\_

Marsha Kiner  
Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

Attorney for CTAC

**BOARD OF COUNTY COMMISSIONERS  
ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_

Anna Prizzia, Chair

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
J.K. “Jess” Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

**INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.**

**FUNDING SOURCE**

**FISCAL YEAR  
2023**

**AMOUNT  
\$41,100**

**ACCOUNT NO.  
001.15.1500.569.82.22**

**Attachment A**

**Section 1: Site Profile: Complete the Site Information and Site Budget Summary for each site requesting funding. Information from each site profile will populate the Site Summary section. At least one site is required for application to be considered complete**

**1.Site Information**

<b>Organization Name</b>			
<b>Site Name</b>			
<b>Site Address</b>			
<b>Site Contact Name/Phone/E-mail:</b>			
<b>Site Enrollment Phone # and Website</b>			
<b>Social Media Links (Facebook/Instagram/Twitter)</b>			
<b>Site Grades Served</b> <small>Note: Grades served should reflect year child would enter in the 2023-24 school year</small>			
<b>Site Dates and Hours of Operations</b> <small>Provide specific dates and hours of operations camp services will be offered</small>	Start Date:	# Of Weeks of Programming:	Additional Details:
	End Date:	Hours of operations:	

**Summer 2023  
Days of Youth Programming to Be Offered**

Please add a "x" for each day summer camp programming will be offered:

June 2023							July 2023							August 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
28	29	30	31*	1	2	3	2	3	4	5	6	7	8			1	2	3	4	5
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	5	6	7	8	9	10	9	10	11	12	13	14	15	6	7	8	9	10*	11	12
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	12	13	14	15	16	17	16	17	18	19	20	21	22	13	14	15	16	17	18	19
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	19	20	21	22	23	24	23	24	25	26	27	28	29	20	21	22	23	24	25	26
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25	26	27	28	29	30	1	30	31						27	28	29	30	31		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

\*School ends on May 31, 2023  
 June 19<sup>th</sup> is Juneteenth  
 July 4<sup>th</sup> is Independence Day  
 \*School starts on August 10, 2023

<b>Expected Attendance of Children</b> Describe expected attendance of children at your program. How many days per week will they attend? How many hours in a day will they attend? How many weeks will they attend?	<b>Hours per Day:</b>	<b>Days per Week:</b>	<b># of weeks expected to attend:</b>
<b>Site Description:</b> Provide a brief description of the facility, including amenities, number of rooms, maximum occupancy, and any other information to show that the facility can safely meet the needs of children during the summer			
<b>Executive Summary:</b> Provide an executive summary of the program and services offered at this site (100 words or less). This summary will be used in reports and promotional materials developed by CTAC			
<b>Site Staffing:</b> Describe how your site will provide appropriate staffing to ensure safe and enriching programming. Refer to the RFP guidelines as staffing requirements including positions and ratios when completing site staffing.			

# 1. Site Budget Summary

Site Name			
Budget Item	Description	Request Amount	Additional details to support request including justification of requested amount. This section must be completed.
Enrollment/Registration Fees	<p>CTAC will cover a one-time enrollment and/or registration fee per child receiving a CTAC scholarship. Complete the following fields to calculate request amount:</p> <p>A) Cost per enrollment fee requested from CTAC:            B) # Of children to receive enrollment fees:            C) Enrollment Fee request amount (A X B=C)</p>		
Scholarships (Full)	<p>CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals, etc.) Complete the following fields to calculate request amount:</p> <p>A) Cost per Scholarships (Full) requested from CTAC:            B) # Of children to receive Scholarships (Full):            C) # Of weeks children are expected to attend camp:            D) Scholarships (Full) Total (A X B X C):</p>		
Scholarships (Partial)	<p>CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals etc.). Complete the following fields to calculate request amount:</p> <p>A) Cost per Scholarships (Partial) requested from CTAC:            B) # Of children to receive Scholarships (Partial):            C) # Of weeks children are expected to attend camp:            D) Scholarships (Partial) Total (A X B X C):</p>		
Materials	<p>CTAC will cover the costs of materials of full/partial scholarship children to participate in summer camp activities. The reimbursement of material is based on the ratio of CTAC sponsored children. The CTAC logo should be added to material where applicable on all SWAG items i.e., water bottles, T-shirts, and bags. The proof/mockup from the vendor must be included with your reimbursement request.</p>		
Fieldtrip	<p>CTAC will cover the costs of full/partial scholarship children to participate in field trips including admission costs. All field trip expenses will include copies of field trip attendance for verification. Proof of attendance must be submitted with the request for reimbursement. Please refer to the checklist and information in the provider handbook before submitting reimbursement request for field trips.</p>		

Transportation	CTAC will only cover the cost of scholarship recipients that attended the day of the field trip. These expenses for buses, vehicle rentals, gas etc. Vehicle rentals are limited to charters and vans Transportation costs excluding gratuity and insurance coverage will be reimbursed. A detailed travel/mileage log documenting vehicle use for necessary summer camp travel must be maintained by the provider. Include this log with transportation reimbursement requests.		
Background Checks	CTAC will cover the costs for all staff to receive Level 2 background checks.		
	<b>Site 1 Total Request:</b>		

**Section 2: Site Profile: Skip this section if no more site profiles are needed. Complete the Site Information and Site Budget Summary for each site requesting funding. Information from each site profile will populate the Site and Budget Summary section. At least one site is required for application to be considered complete**

## 2.Site Information

<b>Organization Name</b>							
<b>Site Name</b>							
<b>Site Address</b>							
<b>Site Contact Name/Phone/E-mail:</b>							
<b>Site Enrollment Phone # and Website</b>							
<b>Social Media Links (Facebook/Instagram/Twitter)</b>							
<b>Site Grades Served</b> Note: Grades served should reflect year child would enter in the 2023-24 school year							
<b>Site Dates and Hours of Operations</b> Provide specific dates and hours of operations camp services will be offered	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Start Date:</td> <td style="width: 33%;"># of Weeks of Programming:</td> <td style="width: 33%;">Additional Details:</td> </tr> <tr> <td>End Date:</td> <td>Hours of operations:</td> <td></td> </tr> </table>	Start Date:	# of Weeks of Programming:	Additional Details:	End Date:	Hours of operations:	
Start Date:	# of Weeks of Programming:	Additional Details:					
End Date:	Hours of operations:						





**Attachment C: Insurance Requirement  
TYPE "B" INSURANCE REQUIREMENTS  
"Professional or Consulting Services"**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, their agents, representatives, employees, or subcontractors.

**I. COMMERCIAL GENERAL LIABILITY.**

Coverage must be afforded under a per occurrence form policy for limits not less than \$200,000 General Aggregate, \$300,000 Products/Completed Operations Aggregate, \$300,000 Personal and Advertising Injury Liability, \$200,000 each Occurrence, \$50,000 Fire Damage Liability, and \$5,000 Medical Expense.

**II. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.**

- A. Coverage to apply for all employees at STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

**III. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).**

Professional (E&O) Liability must be afforded for not less than \$200,000 each claim, \$300,000 policy aggregate, required for Capital but not for Services.

**IV. OTHER INSURANCE PROVISIONS.**

- A. All Coverages
  - 1. The Contractor shall provide a Certificate of Insurance to the Children's Trust of Alachua County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under "claims made" form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.
  - 2. Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

**CERTIFICATE HOLDER: Children's Trust of Alachua County**

**Attachment C1: Insurance Requirement  
Certificate of Insurance**

**Attachment D  
Deliverables**

DATE RANGE	DELIVERABLE	EVIDENCE	DUE DATE(S)
Date of Award ☐ April 1, 2022	1. Program Preparation	<input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Affidavit Letter outlining screening of all staff and volunteers. <input type="checkbox"/> Verified in Philanthropy Hub (Nonprofits only)	May 15, 2022
April 2022	2. Attend CTAC Summer Provider training	<input type="checkbox"/> Training attendance	April 20, 2022
May ☐ August 30th, 2022	3. Implement the program in a safe and supportive environment  # of days # of students	<input type="checkbox"/> Sign In/Sign Out Sheets <input type="checkbox"/> Monthly Invoice	Due 15 <sup>th</sup> of every month
May ☐ August 30th, 2022	4. Submit child demographics and weekly program attendance including participation in fieldtrips and family engagement activities as applicable.	<input type="checkbox"/> Submission on CTAC provided data collection spreadsheets or tools	Due 15 <sup>th</sup> of every month
August 15 <sup>th</sup> , 2022	5. Submit End of Program Narrative	<input type="checkbox"/> End-of-Program Narrative <input type="checkbox"/> Satisfaction Surveys	August 15 <sup>th</sup> , 2022

NOTE: An Affidavit Letter is a letter on Contractor letterhead and clearly states that all staff and volunteers have completed the screening and completed Affidavits of Good Moral Character prior to the commencement of the program.

**Attachment E  
Performance Measures**

<b>Quantity: How much?</b>	<b>FY22 Target</b>
<b>Number of children enrolled ☐ full and partial scholarships</b>	200
<b>Number of program days</b>	40
<b>Quality/Effort: How well are services provided?</b>	<b>FY22 Target</b>
<b>Weekly Attendance</b> 100% of enrolled children who attend at least 1 day per week for the expected program length	90%
<b>Site Monitoring (developed by CTAC staff)</b>	Fully Compliant
<b>Client Benefits: Is anyone better off?</b>	
<b>Children who enjoyed camp activities</b>	80%
<b>Parents satisfied with registration process</b>	75%
<b>Parents satisfied with camp activities</b>	85%
<b>Parents felt their kids were safe at camp</b>	90%
<b>Parents satisfied with camp communication</b>	80%
<b>Families enjoyed the overall camp experience</b>	85%

**Attachment F  
Data and Reporting**

<b>PARTICIPANT DATA</b>	
<b>DATA REQUIREMENT</b>	<b>Data Collection Tool</b>
<p><u>Participant Demographics</u>: Providers are expected to collect and report the following on each child served individually:</p> <ul style="list-style-type: none"> <li>• Unique Identifier</li> <li>• Scholarship Type (i.e., Full or Partial)</li> <li>• Scholarship Amount (i.e., weekly rate)</li> <li>• Enrollment Criteria for Scholarship (i.e., at or below 200% FPL, IEP and/or 504 plans, in foster care, in kinship care, under in-home case management, family receiving SNAP benefits, between 200% - 400% FPL)</li> <li>• Residence City (note, must be Alachua County)</li> <li>• Residence ZIP (note, must be Alachua County)</li> <li>• Age at Enrollment</li> <li>• Grade (i.e., K-12)</li> <li>• School Name</li> <li>• Race (i.e., American Indian or Alaskan, Asian, Black or African American, Pacific Islander, White, Multiracial, Other)</li> <li>• Ethnicity (i.e., Hispanic or Non-Hispanic)</li> <li>• Gender</li> <li>• Parent Language</li> </ul>	<p>Provider will develop, collect, and maintain child enrollment forms to support the collection of deidentified data to be submitted to CTAC.</p> <p>Provider will submit data listed for each individual child through a data collection tool provided by CTAC.</p>
<p>Program Participation: Providers are expected to collect and report the following on each child served individually:</p> <ul style="list-style-type: none"> <li>• Number of days the child attended the program for each week the program operated</li> <li>• Participation in fieldtrips (if applicable)</li> <li>• Participation in family engagement events/activities (if applicable)</li> </ul>	<p>Provider will develop, collect, and maintain attendance forms to support the collection of data to be submitted to CTAC.</p> <p>Provider will submit participation data listed for each individual child through a data collection tool provided by CTAC.</p>

<b>PROGRAM QUALITY MEASURES</b>	
<b>DATA REQUIREMENT</b>	<b>Data Collection Tool</b>
<p><u>Verification of scholarship eligibility</u>: Providers are expected to verify scholarship eligibility.</p>	<p>Site records</p>
<p><u>Satisfaction Survey</u>: Providers are expected to administer child/youth and parent satisfaction surveys summer.</p>	<p>CTAC provided data collection tool.</p>
<p><u>Participant Records</u>: Providers shall maintain a file for each child enrolled including enrollment, program consent, and image release forms.</p>	<p>Site records</p>

**PROGRAM QUALITY MEASURES**

<b>DATA REQUIREMENT</b>	<b>Data Collection Tool</b>
<p><u>Personnel Records:</u> Providers shall maintain a personnel file for each staff involved in the program, including in-kind staff and volunteers. Each file should contain, at a minimum, background screening results, proof of required trainings, and any required certifications or licensures, including the Affidavit of Good Moral Character.</p>	<p><u>Staff Qualifications:</u> Providers are expected to hire and retain staff and subcontractors with the necessary qualifications/credentials. Providers are expected to produce proof of required experience, education, and certifications/licensures as specified in Scope of Services</p>

	<b>Due Date*</b>	<b>What to Report</b>
<b>Summer Camp</b>	15 <sup>th</sup> of Each Month	<ul style="list-style-type: none"> <li>- Invoice based on actual attendance and enrollment</li> <li>- Prior month's new participant demographics, attendance data</li> </ul>
	September 15th	<ul style="list-style-type: none"> <li>- Final report</li> <li>- Finalized participant data (demographics, attendance, surveys)</li> <li>- Provider End of Summer Reflection survey</li> <li>- Final invoice</li> </ul>

## Attachment G

### MANDATORY REPORTING OF ABUSE CHECKLIST (JUNE 2020)

#### A. WHO NEEDS TO REPORT?

In Florida, everyone is a mandatory reporter. However, there are two types of reporters:

- Mandated Reporter (General):
  - Any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare is a mandatory reporter. § 39.201(1)(a).
  - Any person, including but not limited to state, county, or municipal criminal justice employees or law enforcement officers, who knows or has reasonable cause to suspect that a vulnerable adult has been or is being abused, neglected, or exploited must make a report. § 415.1034(1)(a)5.
- Mandated Reporter (Professional)
  - Anyone who is legally obligated to report known abuse and must also identify themselves when reporting. These include:
    - Physician, osteopathic physician, medical examiner, chiropractic physician, nurse, paramedic, emergency medical technician, or hospital personnel engaged in the admission, examination, care, or treatment of persons. §§ 39.201(1)(d)1 and 415.1034(1)(a)1;
    - Health or mental health professional other than listed in paragraph above;
    - Practitioner who relies solely on spiritual means for healing, § 39.201(1)(d)3 and 415.1034(1)(a)3;
    - School teacher or other school official or personnel (child), § 39.201(1)(d)4;
    - Social worker, day care center worker, or other professional childcare, foster care, residential or institutional worker (child), § 39.201(1)(d)5;
    - Nursing home staff; assisted living facilities staff; adult day care center staff etc. (vulnerable adults), § 415.1034(1)(a)4;
    - Employees of Department of Business and Professional Regulation conducting inspections of public lodging establishments, § 415.1034(1)(a)6;
    - Law enforcement officer, §§ 39.201(1)(d)6 and 415.1034(1)(a)5; Judge, § 39.201(1)(d)(7) and 415.1034(1)(a)5; and



- Mediators. § 44.405(4)(a)3.
- Note: An officer or employee of the judicial branch is not required to again provide notice of reasonable cause to suspect child abuse, abandonment, or neglect when that child is currently being investigated by the department, there is an existing dependency case, or the matter has previously been reported to the department, provided that there is reasonable cause to believe that the information is already known to the department. This paragraph applies only when the information has been provided to the officer or employee in the course of carrying out his or her official duties. § 39.201(1)(f)

## **B. WHAT NEEDS TO BE REPORTED?**

- **Child Abuse**

- A child in need of supervision who has no parent, legal custodian, or responsible adult. § 39.201(1)(a).
- A child abused by his or her parent, caregiver, guardian, or other person responsible for the child's welfare. § 39.201(1)(a).
- Child abuse by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare. § 39.201(1)(b).
- Childhood sexual abuse or victim of a known or suspected juvenile sex offender. § 39.201(1)(c).
- If the report contains information of an instance of known or suspected child abuse involving impregnation of a child under 16 years of age by a person 21 years of age or older, the report shall be made immediately to the appropriate county sheriff's office or other appropriate law enforcement agency. § 39.201(2)(e).
- Reports involving surrendered newborn infants shall be made and received by the department. § 39.201(1)(g).

- **Sexual Battery**

- Section 794.027 requires a person who observes a sexual battery and who has the ability to seek assistance for the victim without being exposed to a threat of physical violence must make a report. Someone other than the victim or a spouse or close family relative of the victim or offender who is not endangered and who fails to seek assistance by reporting the offense to a law enforcement officer is guilty of a misdemeanor of the first degree.

- **Vulnerable Adult Abuse**

- Section 415.1034(1)(a)5 states that any person, including, but not limited to any state, county, or municipal criminal justice employee or law enforcement officer, who knows, or has reasonable cause to suspect, that a vulnerable adult has been or is being abused, neglected, or exploited shall immediately report such knowledge or suspicion to the central abuse hotline.

### **C. WHO DO YOU REPORT IT TO?**

- Child and adult abuse should be reported to the Florida Department of Children and Families (DCF) through either the DCF statewide hotline (call 1-800-96-ABUSE)(1-800-962-2873) or through the DCF website at <http://reportabuse.dcf.state.fl.us>The hotline also accepts faxes at 1-800-914-0004 and web-based chats on their website. § 39.201(2)(a).
- If the abuse is by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare, the report will be transferred by hotline staff to the appropriate county sheriff's office. § 39.201(2)(b).
- If the alleged abuse is by a juvenile or involves a child who is in the custody or protective supervision of the department, the report shall be transferred by the hotline to the county sheriff's office. § 39.201(2)(c)1.

### **D. WHAT HAPPENS IF YOU DON'T REPORT?**

- Failure to report child abuse to DCF is a third-degree felony. § 39.205(1).
- Failure to report a sexual battery under § 749.027 is a misdemeanor of the first degree.
- Failure to report a case of known or suspected abuse, neglect, or exploitation of a vulnerable adult or preventing someone else from doing so is a misdemeanor of the second degree. § 415.111(1).

### **E. WHAT HAPPENS IF YOU MAKE A FALSE REPORT?**

A person who knowingly and willfully makes a false report of child abuse, abandonment, neglect, or abuse of a vulnerable adult or who advises another to make a false report is guilty of a felony of the third degree. §§ 39.205(9), 415.111(5).

However, anyone making a report who is acting in good faith is immune from any liability. §§ 39.205(9), 415.111(5)(b).