



**PROGRAM
and
FUNDING POLICIES**

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**CHILDREN’S SERVICES COUNCIL OF MARTIN COUNTY
PROGRAM AND FUNDING POLICIES**

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page Number</u>
Introduction	MISSION STATEMENT & GUIDING PRINCIPLES.....	3
1.	FUNDING PROCESS.....	4
2.	FUNDING CONDITIONS.....	6
3.	FUNDING PRIORITY AREAS.....	7
4.	SPECIAL FUNDING.....	8
5.	CONTRACT POLICIES & REQUIREMENTS.....	10
6.	FISCAL POLICIES & REQUIREMENTS.....	20

*All occurrences of “CSCMC” in this document are referring to
Children’s Services Council of Martin County.*

Mission

Children's Services Council of Martin County's mission is to enhance the lives of the children of Martin County and to enable them to attain their full potential.

Guiding Principles

- 1. The Children's Services Council of Martin County (CSCMC) is ultimately accountable to the community's taxpayers to help improve the quality of life for all residents by supporting the children of Martin County to attain their full potential.**
- 2. CSCMC fosters collaboration among provider agencies and encourages assessment of collective impact with community partners in order to develop increasingly robust systems of care.**
- 3. CSCMC's funding is informed by current qualitative and quantitative data that indicates essential areas for positively impacting children's well being. CSCMC focuses on key indicators that include local data benchmarked against national and/or state data.**
- 4. CSCMC gives funding preference to proven program models that are research based, have demonstrated positive impact, and have sustainable and replicable outcomes.**
- 5. CSCMC targets early intervention and prevention services for our most vulnerable children, families, and neighborhoods, while advocating for and supporting the increased availability of needed services for all children and their families.**
- 6. CSCMC seeks opportunities to leverage local tax dollars with outside revenue from matching funds and grants that support the CSCMC Strategic Plan. Agencies receiving CSCMC funding are expected to diversify their sources of revenue, so as to not be solely reliant upon funding from the Council.**
- 7. CSCMC holds itself to the highest standards of fiscal and operational accountability. CSCMC entrusts public funds to those agencies that seek increased efficiencies and economies of scale, demonstrate competence, and show evidence of fiscal and program accountability.**
- 8. CSCMC strategically addresses emerging issues and service gaps where impact can be demonstrated and measured for efficiency and effectiveness.**
- 9. CSCMC provides public education, advocacy on behalf of children and families, access to information, and research to guide strategic decision-making.**

1. FUNDING PROCESS

1.1 Funding Eligibility

In order to be eligible to apply for Children's Services Council of Martin County's (CSCMC) funding, the Provider must meet the following conditions:

- 1.1a CSCMC funds not-for-profit incorporated organizations, neighborhood organizations, and local government organizations. For-profit organizations are prohibited from applying for CSCMC funds.
- 1.1b Organizations or programs that operate under the exclusive jurisdiction of the public school system are prohibited from applying for funds directly from CSCMC.
- 1.1c Programs requiring worship or religious instructional activities, as a condition of participation, shall not be funded.
- 1.1d Programs of organizations with their own taxing authority are limited to two years of CSCMC funding. Subsequent eligibility for funding must be approved by Council on an annual basis, unless otherwise approved by CSCMC.
- 1.1e CSCMC-funded programs are required to:
 - be in direct alignment with the goals and strategies of the CSCMC Strategic Plan (located on the CSCMC website at www.cscmc.org); and
 - not be duplicative of existing services; and
 - involve collaborations with other community partners in the public and/or private sector.
- 1.1f The target population for the purposes of CSCMC funding is limited to Martin County children and youth, prenatal up to 18 years of age or older if still in high school, or if developmentally disabled as defined by the Individuals with Disabilities Education Act (IDEA) and under 22 years of age, and the family members or primary caregivers of those children and individuals.
- 1.1g CSCMC will not provide funding to organizations for the acquisition of real property.

1.2 Funding Process Requirements

Reimbursements and Advance Funds may be withheld until all outstanding CSCMC requirements, for all contract years, have been satisfied. Contract issuance and/or execution may be withheld until all outstanding CSCMC requirements for that contract year have been satisfied.

1.2a CSCMC Applications for Funding Requirements

A CSCMC Application for Funding is required for all programs applying to CSCMC for any given funding cycle, at the Council's discretion. Final approval of funding will be determined by the Council.

CSCMC Applications for Funding must be signed by both the President/Chairperson of the Board and the Executive Director/Chief Executive Officer of the organization.

CSCMC Applications for Funding must be received by the submission deadline's due date and time, as specified by CSCMC.

All CSCMC Applications for Funding must be completed and submitted to CSCMC per the specifications and methods provided by CSCMC.

1.2b Supporting Documents

As part of the CSCMC Application for Funding process, Supporting Documents must be submitted to CSCMC prior to Contract execution by a date specified by CSCMC. The Provider will be notified of required documents during the Application for Funding process. Entry into a mutual Contract between CSCMC and a Provider constitutes agreement by the Provider to provide services in the manner defined in the CSCMC Application for Funding and Supporting Documents submitted by the Provider.

1.2c Performance Measurements and Budgets

All Providers must negotiate Performance Measurements with CSCMC and submit a Budget for review. Final approvals of Performance Measurements and Budgets are due by a date specified by CSCMC, prior to CSCMC Contract issuance.

1.2d Contract and Policy Compliance

If the Provider requesting funding determines that it cannot fully comply with a CSCMC Contract or Policy requirement, the Provider's Executive Director or equivalent position, must submit a letter to CSCMC's Executive Director, by a date specified by CSCMC. This letter must identify the requirement(s) with which the Provider cannot comply, state the reason, and provide an alternative, if possible. Waivers to requirements, or approvals of alternatives, are at the discretion of CSCMC.

1.2e Business Plan

In order to determine the current status of an organization's viability, CSCMC may require a Provider to submit a Business Plan, per specifications provided by CSCMC.

2. FUNDING CONDITIONS

- 2.1** CSCMC has the discretionary authority to allocate and provide funds for organizations that offer services for the benefit of children and families. All funds are allocated solely at the discretion of CSCMC, and no Provider is entitled to, nor guaranteed funding. All funding allocations are contingent upon CSCMC's annual budget and appropriation process. CSCMC solely reserves the right to reject any or all CSCMC Applications for Funding; deny the issuance or renewal of a CSCMC Contract; and deny, delay, or terminate funding in circumstances it believes is not in the best interest of CSCMC and the public. Funding may also be terminated if funds become unavailable.
- 2.2** The Strategic Priorities of CSCMC may change over time, and no guarantee exists that a program will receive continuation or future funding. The Council's annual funding allocation decisions are final, and there are no appeals.
- 2.3** All CSCMC Applications for Funding, and Supporting Documents submitted to CSCMC become public documents and the property of CSCMC.
- 2.4** CSCMC Contracts, with the Provider's authorized signatures, and required Supporting Documents must be submitted to CSCMC by the date(s) specified by CSCMC.

2.5 Contract Components and Revisions

The CSCMC Contract including, but not limited to, Performance Measurements and Budget, as well as Special Conditions and Attachments, as applicable, constitute the contractual relationship between the Provider and CSCMC. No amendments to the CSCMC Contract may be made without the prior written approval of CSCMC.

2.6 Contract Waiver

CSCMC reserves the right to waive requirements of the CSCMC Contract and its Attachments, as applicable, when warranted.

2.7 Diversification of Funding

CSCMC expects organizations to engage in fiscal capacity building by seeking funds to support their programs. Providers receiving CSCMC funding are expected to diversify their sources of revenue, so as to not be solely reliant upon funding from CSCMC.

3. FUNDING PRIORITY AREAS

In alignment with the current CSCMC Strategic Plan are the following CSCMC Funding Priority Areas:

3.1 Healthy Children

Maternal and Child Health — CSCMC supports programs to help ensure that children experience positive birth, health, and developmental outcomes.

Mental Health and Substance Abuse Prevention — CSCMC supports programs that increase positive mental health and behavioral outcomes and increase the child's capability to address stress constructively. These programs may also serve to prevent or reduce alcohol and other substance use.

Physical Health — CSCMC supports programs that focus on healthy behaviors that promote physical health including healthy weight, oral health – prevention services, and school health services.

3.2 Strong Families

Information and Navigation — CSCMC supports programs that serve as a gateway to community services including health insurance and may include eligibility determination.

Family Strengthening — CSCMC supports programs that provide education and skill building to enhance parent-child relationships and to help build family resilience and capability to function under stress. These programs also serve to prevent child abuse and neglect for families at risk of involvement or further involvement with the Department of Children and Families.

3.3 Safe Communities

Injury Prevention — CSCMC supports programs that help to ensure that children are safe and free from unintentional injuries such as water safety, teen driving, and bicycle safety programs.

Delinquency Prevention — CSCMC supports programs that prevent or reduce delinquent behavior and may include measures to promote socio-emotional competence and self-regulating behavior.

3.4 Success in School and Life

Early Learning & Development — CSCMC supports programs that help to ensure that children are ready for kindergarten, including identification, referrals, and provision of services for children with identified developmental delays; high quality childcare; and early childhood literacy.

Youth Development/Academic Support — CSCMC supports programs that focus on healthy behaviors, academic support, and life skills. These programs help to ensure school success with a focus on reading on grade level by third grade and STEAM (Science, Technology, Engineering, Art and Math) education.

4. SPECIAL FUNDING

CSCMC funds may be available for programs that satisfy the criteria of at least one of the following Special Funding definitions:

4.1 Urgent Need Funding

If the Provider of a CSCMC-funded annual cycle program has an unanticipated “Urgent Need” that falls outside of the CSCMC funding cycle,

it may request Urgent Need Funding. An Urgent Need is defined as an unanticipated threat to the provision of a CSCMC-funded program's core services. Urgent Need Funding is not to be used for the enhancement or expansion of programs currently funded by CSCMC. Partnership Funding CSCMC Contracts are not eligible for Urgent Need Funding.

4.2 Partnership Funding

Partnership Funding is typically awarded to programs that are new to Martin County or to expand existing programs with proven outcomes that are not currently funded by CSCMC. Partnership Funding grant amounts from CSCMC do not exceed \$25,000. Organizations receiving Partnership funds must reapply annually.

A Provider may request Partnership Funding to achieve a specific outcome that meets all of the following criteria:

- is in direct alignment with the goals of the CSCMC Strategic Plan; and
- is not duplicative of existing services; and
- is supported by other funding sources that contribute at least the same dollar amount being requested from CSCMC; and
- does not require CSCMC to fund more than 50% of the program's total budget.

The other funding sources contributing to the program will be reviewed by CSCMC for sustainability and sufficiency. Documentation showing proof of the other funding sources must be submitted to CSCMC as part of the Application for Funding process.

4.3 Match Funding

CSCMC encourages use of its funds as a financial match for leveraging funds from other sources. These are typically state or national sources that require a local match. All programs receiving CSCMC Match Funding must submit documentation of the primary funding source's intent to fund to CSCMC every funding year prior to executing the CSCMC Contract. Match Funding opportunities that are being presented to CSCMC for the first time require the Provider's Executive Director or equivalent position, to submit a written request for approval via a letter addressed to CSCMC's Executive Director. Match Funding is not to be used for the enhancement or expansion of programs currently funded by CSCMC.

4.4 Targeted Funding

Targeted Funding programs are developed in conjunction with CSCMC staff and are based on goals that correlate with CSCMC's Funding Priorities and Strategic Plan and that address service gaps and emerging issues in Martin County.

5. CONTRACT POLICIES & REQUIREMENTS

The CSCMC Contract Policies and Requirements in this section must be adhered to in order to receive and maintain funding from CSCMC.

Reimbursements and Advance Funds may be withheld until all outstanding CSCMC requirements, for all contract years, have been satisfied. Contract issuance and/or execution may be withheld until all outstanding CSCMC requirements for that contract year have been satisfied.

5.1 Supporting Documents

As part of the CSCMC Application for Funding process, Supporting Documents must be submitted to CSCMC prior to Contract execution by a date specified by CSCMC. The Provider will be notified of required documents during the Application for Funding process. Entry into a mutual Contract between CSCMC and a Provider constitutes agreement by the Provider to provide services in the manner defined in the CSCMC Application for Funding and Supporting Documents submitted by the Provider.

5.2 Program and Fiscal Monitoring

All CSCMC-funded programs will be subject to a minimum of one administrative program performance review visit, one program drop-in visit, and one fiscal monitoring. The program performance review and fiscal monitoring timetables and procedures will be provided to organizations after CSCMC allocations are approved.

All CSCMC-funded programs may also be required to attend quarterly program performance review meetings. The Provider must give CSCMC access to program and administrative sites, staff, fiscal records, participant records, logs, and other requested information.

During the fiscal monitoring and program performance review process, CSCMC Staff may identify areas of non-compliance. CSCMC may require a Performance Improvement Plan that will be jointly developed by CSCMC and the Provider. The Performance Improvement Plan allows the Provider the opportunity to address the identified areas of concern and take the steps required to meet the terms of the CSCMC Contract.

CSCMC will conduct an internal program performance review after the end of the contract term. Program performance results are presented to Council, distributed to funded Providers, and posted to the CSCMC website, www.cscmc.org.

5.3 Provider Participations

All CSCMC-funded organizations must attend CSCMC Council meetings when possible and sign provider agreement(s) with community resource and referral organizations.

5.4 CSCMC-Funded Staff Training Requirement

The Provider's Direct Service staff working 40 hours in a CSCMC-funded program whose salary is funded by CSCMC, wholly or partially, must participate in a minimum of 30 hours per contract year of Continuing Education/Training specific to job competencies. The number of training hours required for the above-referenced staff employed less than 40 hours will be pro-rated based on a formula provided by CSCMC. Seasonal employees (employed during Winter, Spring, and Summer breaks only) are waived from this requirement.

5.5 Background Screening

The Provider acknowledges that persons involved with CSCMC-funded programs may be in a position of trust or responsibility serving the needs of the children of Martin County. CSCMC requires all Providers to perform Level 2 background screenings every two years for all staff funded by CSCMC who are in direct contact with children. If a staff member has been screened through the DCF Clearinghouse or another system that provides immediate arrest notifications then staff may be screened every 5 years. All screenings are to be substantially consistent with the standards set forth in Florida Statute 435.04.

CSCMC additionally requires that the Provider subject to conducting Level 2 background screenings annually signs an affidavit, under penalty of perjury, to be presented at the Provider's program performance review visit, or as otherwise requested by CSCMC. Such affidavit shall state that all staff funded by CSCMC who are in direct contact with children have been screened and passed; screened and not passed; or if such individuals are awaiting the results of the required background screenings. The Provider will notify CSCMC immediately upon receipt of the background screening results.

For each person who has failed screening, the Provider must submit in writing to CSCMC a statement indicating the following:

- The status of the person's involvement with the CSCMC-funded program
- If the person is pursuing an exemption in accordance with Florida Statute 435.07
- The Provider's proposed course of action as a result of the failed screen

In addition, it is Provider's responsibility to assure that all Subcontractors funded by CSCMC who are in direct contact with children have been background screened in accordance with all state and federal laws, rules and regulations prior to the commencement of work by the Subcontractor.

CSCMC reserves the right of final approval on continued or new employment for any position funded directly by CSCMC or working within a CSCMC-funded program that involves an exemption. CSCMC may withhold or terminate funding for any position, or for the program in part or in its entirety, in the event the Provider retains any person who fails a Level 2 background screening or obtains an exemption to such screening without approval of CSCMC.

5.6 Insurance

Prior to commencing any services under the CSCMC Contract, the Provider shall be responsible for obtaining insurance coverage, as described hereunder, and as deemed reasonably necessary by CSCMC and by the nature of the services to be provided by the Provider. All required insurance shall be maintained at all times during the life of this CSCMC Contract, and all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

No later than upon execution of the CSCMC Contract, the Provider must submit to CSCMC current Certificates of Insurance that indicate that the Provider has obtained insurance of the type and amount, as required, and should list Children's Services Council of Martin County as the Certificate Holder and as an Additional Insured with respect to General Liability, including a Contractual Liability notation.

It is the responsibility of the Provider during a contract term to submit renewals of the required Certificates of Insurance to CSCMC on or before the expiration of the Provider's insurance policies.

- The Provider shall maintain, during the life of the CSCMC Contract, **Commercial General Liability Insurance**, including Contractual Liability Insurance, in the minimum amount of \$500,000 per occurrence to protect the Provider from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages, that may arise from any operations under the CSCMC Contract, whether such operations are by the Provider or by anyone directly or indirectly employed by or contracting with the Provider. A notation indicating **Contractual Liability** must be specified on the Certificate of Insurance provided to CSCMC.
- If the Provider (its Employees and/or Subcontractors) uses a motor vehicle owned or leased by the Provider in the provision of services pursuant to the CSCMC Contract, then the Provider shall maintain during the life of the CSCMC Contract, **Comprehensive Automobile Liability Insurance** in the minimum amount of \$300,000 combined single limit for bodily injury and property damages liability to protect the Provider from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, whether such operations are by the Provider or by anyone directly or indirectly employed by or contracting with the Provider.
- The Provider shall carry **Workers' Compensation Insurance** (including Employer's Liability Insurance) for all employees as required by Florida Statutes. In the event the Provider does not carry Workers' Compensation Insurance and chooses not to obtain same, then the Provider shall in accordance with Section 440.05, Fla. Stat., apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to CSCMC.
- If the Provider utilizes licensed professionals in the provision of services pursuant to the CSCMC Contract, then the Provider shall maintain, during the life of the CSCMC Contract, **Professional Liability Insurance** in the minimum amount of \$500,000 per occurrence to protect the Provider from claims, that may arise from any operations under the CSCMC Contract, whether such operations are by the Provider or by anyone directly employed by or contracting with the Provider.
- The Provider is also required to maintain any other insurance coverage deemed reasonably necessary by CSCMC by the nature of the services to be provided by the Provider during the life of the CSCMC Contract. **The Provider shall submit to CSCMC a current Certificate of Insurance listing Children's Services Council of Martin County as the Certificate Holder and as an Additional Insured with respect to General Liability.**

- If the Provider enters into a subcontract for the provision of services of any portion of services funded by CSCMC, the Provider shall furnish CSCMC copies of the **Subcontractor's Certificates of Insurance** with respect to **General Liability Insurance** listing: 1) The Provider as a Certificate Holder and as an Additional Insured and 2) Children's Services Council of Martin County as a Certificate Holder and as an Additional Insured. If a Subcontractor does not have General Liability Insurance, the Provider's insurance certificate furnished to CSCMC shall include a notation that the Subcontractor is provided coverage under the Provider's General Liability Insurance policy. **Copies of the Certificates of Insurance must be furnished to CSCMC prior to the commencement of work by the Subcontractor.**

5.7 Nondiscrimination

The Provider agrees that it does not discriminate against any person on the grounds of race, color, gender, disability, national origin, ancestry, age, religion, marital status, sexual orientation, veteran's status, familial status, gender identity or expression, or political belief in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff; provision of benefits; selection of volunteers, vendors or subcontractors; or admission to, participation in, or receipt of the services and benefits of any of its CSCMC-funded programs and activities. The Provider also agrees to maintain reasonable access for persons with disabilities. These conditions apply whether the services and benefits are carried out by the Provider directly or through a CSCMC-funded Subcontractor. CSCMC and its funded programs may designate services for specific target populations, based on identified community needs, per the current CSCMC Strategic Plan.

5.8 Confidential Information

- 5.8a The Provider shall not use or disclose any information that specifically identifies a recipient of services under the CSCMC Contract and its Attachments, as applicable, and for any purpose not in conformity with federal, state, or local law and related regulations, except upon written consent of the recipient, his responsible agent, or guardian where authorized by law.
- 5.8b The Provider agrees that all program records and supporting documentation shall be subject at all times to inspection and review by CSCMC staff or its duly authorized agent. If the information to be inspected and reviewed requires written consent of the recipients of program services, it shall be the responsibility of the Provider to obtain any consent necessary.

5.9 Assignments and Subcontracts

The Provider shall not assign the responsibility of the CSCMC Contract to another party or subcontract for any of the services provided under the CSCMC Contract without prior written approval of CSCMC. No approval by CSCMC of any assignment or subcontract shall be deemed an obligation by CSCMC to provide funds in addition to the total dollar amount stated in the CSCMC Contract.

If the Provider enters into a subcontract for the provision of any portion of services funded by CSCMC, the Provider must provide a copy of that subcontract to CSCMC with the signed CSCMC Contract and/or to the CSCMC Manager of Program Services or other designated CSCMC staff member if the subcontract is executed during the contract year.

All such assignments or subcontracts shall be subject to the conditions of the CSCMC Contract and its Attachments, as applicable. The Provider must have a monitoring and evaluation process in place in order to determine that the Subcontractors are in compliance with their subcontracts agreements. A summary report must be provided to CSCMC at mid and end of contract term.

5.10 Notification Policies

5.10a Critical Events or Circumstances

The Provider must notify CSCMC of any events or circumstances that have the potential to negatively impact CSCMC or the Provider, or the potential to jeopardize the Provider's capability to meet its CSCMC Contract obligations. Such events or circumstances include, but are not limited to:

- A vacancy or an administrative leave of absence of a key staff position, such as Chief Executive Officer or Finance Director, whether or not that position is funded by CSCMC
- Endangerment of any CSCMC-funded program participant
- Open investigations or legal actions occurring against the Provider or its Subcontractors that provide services funded by CSCMC

Notification must be submitted to CSCMC via e-mail within 2 business days of the Provider's knowledge of the events or circumstances. Notifications should be directed to CSCMC's Executive Director and Manager of Outreach and Communications. CSCMC may request additional backup documentation to support the notification.

CSCMC reserves the right to suspend or terminate funding to a Provider until the identified concerns with the events or circumstances are resolved to the satisfaction of the Council.

5.10b Staff Vacancies or Changes

The Provider must notify CSCMC when the following staff positions become vacant or have had a change in the number of hours worked:

- Any CSCMC-funded staff position
- Key staff position such as Chief Executive Officer, Finance Director, or Program Director, whether or not that position is funded by CSCMC
- Any staff position that has access to SAMIS (Services and Activities Management Information System) that has been terminated or has had a change in job responsibilities no longer requiring access to SAMIS, whether or not that position is funded by CSCMC.

Notification must be submitted to CSCMC via e-mail immediately of the staff vacancy or change. Notifications should be directed to the program's CSCMC contract manager. CSCMC may request additional backup documentation to the support the e-mail notification.

5.10c Organization and Program Name Changes

The Provider must notify CSCMC of any change in the legal name of the CSCMC-funded organization or program name.

5.11 Community Outreach

The Provider agrees to participate in, and facilitate, public education about the benefits of CSCMC through the methods outlined in the requirements specified below in the CSCMC Contract.

The Provider will submit to CSCMC, without charge, copies of all publications, newsletters, advertisements, press releases and other outreach materials that include the CSCMC logo or acknowledgment of funding.

Community Outreach Requirements

- The CSCMC logo below the words “Proudly Supported By” will be prominently displayed on all Provider outreach sources, including:
 - Stationery, brochures, flyers, posters, signs and banners, etc. describing or referring to a program or services funded by CSCMC

- Provider's website (including a hyperlink)
- Organizational newsletters and annual reports (electronic and printed)
- A CSCMC decal (provided without charge by CSCMC) will be displayed on the front door or window of all funded program sites and administrative offices. A CSCMC banner (provided without charge by CSCMC) will be displayed at all CSCMC-funded program sites.
- All press releases and submitted news articles regarding CSCMC-funded or subcontracted programs will include the acknowledgment of CSCMC funding.

5.12 Services and Activities Management Information System (SAMIS)

5.12a SAMIS Participation

All CSCMC-funded programs must participate in the fiscal and program components of the Services and Activities Management Information System (SAMIS). SAMIS is a web-based computer application into which CSCMC-funded Providers enter fiscal and program information.

5.12b SAMIS User Notification

Any staff position that has access to SAMIS that has been terminated or has had a change in job responsibilities no longer requiring access to SAMIS, whether or not that position is funded by CSCMC, must notify the program's CSCMC contract manager immediately in writing via e-mail.

5.12c SAMIS Budgets

Following the Council's approval of funding allocations, the Provider must submit a budget in SAMIS that reflects the limits of the allocation. This budget must be submitted and approved in SAMIS by a due date specified by CSCMC. All budgets are subject to CSCMC staff approval, and upon approval, the budget will become part of the CSCMC Contract.

5.12d SAMIS Fiscal training

SAMIS Fiscal training to the Provider's staff will be available upon request.

5.12e SAMIS Program Data

The Provider agrees to maintain data related to services provided under the CSCMC Contract in a timely, accurate, and complete manner. Program-related data for each quarter of the CSCMC Contract term must be submitted in SAMIS, on a quarterly basis for twelve-month contracts. CSCMC Contracts with terms that are less than twelve months will be given a schedule by CSCMC that is specific to that contract.

5.12f SAMIS Program Training

SAMIS Program training is required for all Providers' staff who are new to entering program data into the system.

5.13 Internal Control Documents

Upon request by CSCMC, Providers will show evidence of the following documents, and may be required to submit an electronic or hard copy of such documents to CSCMC:

5.13a Quality Assurance/Quality Improvement Plan

This Plan should describe the Provider's protocol for ensuring that its program services are safe, effective, client-centered, timely, efficient, and equitable.

5.13b Emergency Operations Plan

This Plan should describe the Provider's protocol to prepare-for, respond to, and recover from natural and man-made disasters.

5.13c Crisis Management Plan

This plan is in response to a crisis situation that has the potential to negatively impact CSCMC or the Provider, or the potential to jeopardize the Provider's capability to meet its CSCMC Contract obligations. This Plan should describe the Provider's protocol to communicate with its crisis management team, Board members, Funders, the public, and the media.

5.14 Federal, State and Local Requirements

In delivery of the services provided in accordance with the CSCMC Contract and its Attachments, as applicable, as well as the required Supporting Documents, it is the Provider's responsibility to assure that all applicable federal, state and local requirements are met, including but not limited to compliance with licensing requirements, health/safety codes, and zoning codes.

5.15 Records Retention Policies

- 5.15a The Provider agrees to maintain books, records, and documents in accordance with generally accepted accounting procedures and practices that accurately and appropriately reflect all expenditures of funds listed in the budget approved by CSCMC.
- 5.15b The Provider agrees that all fiscal and program records, supporting documentation, and any other documents pertinent to the CSCMC Contract shall be subject at all times to inspection, review, or audit by CSCMC staff or its duly authorized agent.
- 5.15c The Provider agrees to maintain data related to services provided under the CSCMC Contract in a timely, accurate, and complete manner. Final reimbursement is made only after completion of fiscal review by CSCMC and submission of program data to CSCMC that is required at the end of a contract term. Failure to submit program statistics may result in forfeiture of any remaining program funds.
- 5.15d The Provider agrees to retain all fiscal and program records, supporting documentation, and any other documents pertinent to the CSCMC Contract for a period of five years after termination of the CSCMC Contract. If an audit has been initiated and audit findings have not been resolved, all records shall be retained until resolution of audit findings.

5.16 Public Records Law Compliance

CSCMC is a public agency in Florida and as such, Provider's records pertaining to the CSCMC Contract are subject to the Public Records Laws of Florida (Florida Statutes, Chapter 119). Provider is required to, and does hereby agree to, comply with all applicable public records laws, including, without limitation:

- Provider will keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of the CSCMC Contract.
- Upon request from CSCMC's custodian of public records, Provider will provide CSCMC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.

- Provider will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the CSCMC Contract term and following completion of the CSCMC Contract if Provider does not transfer the records to CSCMC.
- Upon completion of the CSCMC Contract, Provider will transfer, at no cost, to CSCMC all public records in possession of Provider or keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of the CSCMC Contract. If Provider transfers all public records to CSCMC upon completion of the CSCMC Contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the CSCMC Contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSCMC, upon request from CSCMC's custodian of public records, in a format that is compatible with the information technology systems of CSCMC.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CSCMC CONTRACT, CONTACT THE CSCMC CUSTODIAN OF PUBLIC RECORDS AT (772) 288-5758; cscmc@cscmc.org; CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY, 101 S.E. CENTRAL PARKWAY, STUART, FL 34994-5905.

6. FISCAL POLICIES

6.1 Requirements Non-Compliance

Reimbursements and Advance Funds may be withheld until all outstanding CSCMC requirements, for all contract years, have been satisfied. Contract issuance and/or execution may be withheld until all outstanding CSCMC requirements for that contract year have been satisfied.

6.2 Audit Policy

Within 180 days of the close of its fiscal year (due date), the Provider agrees to submit to CSCMC an independent audit of the financial statements of the entity in its entirety and any accompanying management

letter(s). The audit must be performed by a firm licensed to perform audits in the State of Florida and conducted in accordance with generally accepted auditing standards and standards established by the American Institute of Certified Public Accountants (AICPA). The audit will separately identify CSCMC revenues, fees, donations, and expenditures by program.

If the Provider does not comply with the audit requirement, it is considered out of compliance and is not eligible for CSCMC funds for the next funding cycle. A financial penalty equal to 5% of the monthly reimbursement requests may be imposed for late submission until the audit is received by CSCMC. If an audit is not provided to CSCMC within 60 days of the due date, the existing Contract between CSCMC and the Provider may be terminated.

6.3 Audit Extension

An audit extension request may be filed if the Provider cannot comply with the time frame specified in the Audit Policy stated above. The request should be in writing from the Provider's auditor and addressed to CSCMC's Executive Director. The request must contain the reason for the delay and an estimated date of completion. Approval is at the discretion of CSCMC's Executive Director.

6.4 Audit Exceptions

Programs funded by CSCMC for \$25,000 or less will be exempt from the audit requirement. A Provider with a TOTAL AGENCY BUDGET of less than \$150,000 may request Council's approval of a fiscal review in lieu of an audit. The request must be made no later than with the submission of a CSCMC Application for Funding and/or Supporting Documents and should be in writing from the Provider's Executive Director, or equivalent position, and addressed to CSCMC's Executive Director. Approval is at the discretion of CSCMC's Executive Director.

6.5 Redirection of Resources

6.5a Prior approval by CSCMC is needed for redirecting funds within a line item to cover expenses for different items than were approved by CSCMC in the original budget submission. A request for approval should be submitted in writing to CSCMC's assigned contract manager.

6.5b If a line item in the Total Program Budget approved by CSCMC has \$0.00, CSCMC funds may not be redirected to that line item in the current contract term.

6.6 Return of Funds

The Provider agrees to return to CSCMC any overpayment due to unearned funds or funds disallowed pursuant to the terms of the CSCMC Contract that were disbursed to the Provider by CSCMC. Such funds shall be considered CSCMC funds and shall be refunded to CSCMC in accordance with its instructions.

6.7 Reporting Other Sources of Funds

The Provider will report all sources of funds related to the CSCMC-funded program that were not originally included in SAMIS during the annual funding process. The Provider will also report sources of funds that were budgeted during the annual funding process but were not received.

This information shall be reported to the CSCMC assigned contract manager at the program performance review visit. The Provider must also be prepared to furnish an explanation of how such additional funds will be used. A full copy of requests or applications for other sources of funds will be provided upon request by CSCMC.

6.8 Pre-Allocation Expenses

CSCMC will not be liable for any costs incurred by Providers related to the preparation and submittal of a CSCMC Application for Funding or a Business Plan, nor will it fund any pre-allocation expenses (e.g. copy costs).

6.9 Supplanting

CSCMC funding to any organization shall not have the effect of supplanting (replacing) funding from an existing source, either in anticipation of or as a consequence of funding from CSCMC, without prior approval of the Council.

6.10 Advance Funds

Requests for advance funds for operating expenses must be submitted by the Provider's Executive Director or equivalent position, via a letter addressed to CSCMC's Executive Director, at the time of the CSCMC Contract's execution. The request letter must clearly state the reason for requesting the advance and the specific dollar amount needed. The advance fund amount requested should be no greater than the equivalent of one month of the total CSCMC funding allocation.

Upon approval of this request by CSCMC, a minimum repayment amount of the advance funds, divided proportionately for the remaining months of the contract term, must be entered in SAMIS by the Provider as a

deduction from each monthly reimbursement request. CSCMC Contracts with terms that are less than twelve months will be given a repayment schedule by CSCMC that is specific to that contract.

6.11 Budget Amendments

Budget amendments must be made according to the following CSCMC Budget Amendments policies and procedures listed below:

- Narratives must be completed in SAMIS for the line item from which dollars are being moved and also for the line item to which dollars are being added. These detailed narratives should explain the reason for the request, including what has occurred that was unanticipated at the time that the budget was submitted to CSCMC.
- The Provider may make two budget amendments during the contract year. Budget amendments will not be accepted after the reimbursement period covering expenditures through March 31 for July-June contract terms and through June 30 for October-September contract terms. The Provider must submit the amendment in SAMIS prior to April 15 for Annual Funding Cycle (July-June) contract terms and prior to July 15 for Fiscal Year Funding Cycle (October-September) contract terms. If these submission due dates fall on a holiday or weekend, the following business day will apply. CSCMC Contracts with terms of less than twelve months may not be eligible for budget amendments.
- The Provider should submit a budget amendment request for \$4,999 or less using the budget amendment process in SAMIS. CSCMC's Executive Director or his/her designee(s) will review and make a determination to approve or deny all budget amendment requests of \$4,999 or less.
- All budget amendment requests of \$5,000 or more require Council approval. For budget amendment requests of \$5,000 or more, the Provider's Executive Director or equivalent position must first submit a letter to CSCMC's Executive Director with a detailed description of the proposed budget amendment. To better ensure the ability of CSCMC Staff to present the request to Council in a timely manner, it is recommended that the Provider submit the request letter at least one month prior to the following scheduled Council meeting.
- Upon review of the request letter, CSCMC's staff will notify the Provider to submit the proposed budget amendment in SAMIS for further review. Upon sufficient understanding of the submitted budget amendment, CSCMC's staff will make a recommendation to Council. The Provider will be notified of the Council's decision.

- CSCMC staff must approve salary changes or staff reclassifications for a CSCMC-funded position.
- The proposed amendment should not compromise the original intent or intended outcome of the program.
- Budget amendments cannot be retroactive.
- Budget amendments cannot include line items that were not approved in the original budget submission to CSCMC.

6.12 CSCMC Fiscal Year-End Requirements

In preparation for CSCMC's annual Audit for its fiscal year ending September 30, all reimbursement requests for expenses through the month of September must be received by CSCMC no later than **October 15** of the same CSCMC fiscal year. If this submission due date falls on a holiday or weekend, the following business day will apply.

If this due date cannot be met, CSCMC's Executive Director must be notified in writing no later than October 15 of the same CSCMC fiscal year of any outstanding, unreimbursed expenses. Failure to notify CSCMC by this due date will result in denial of reimbursement for these expenses.