

REDLINED DRAFT



**PROGRAM
and
FUNDING POLICIES**

February 2021-Proposed Revisions

**Children's Services Council of Martin County
101 S.E. Central Parkway
Stuart, Florida 34994-5905**

Phone: 772-288-5758 Fax: 772-288-5799

Website: www.cscmc.org E-mail: cscmc@cscmc.org

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

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page Number</u>
	Page numbers follow this redlined version.	
Introduction	MISSION STATEMENT & GUIDING PRINCIPLES	3
1.	FUNDING PROCESS	4
2.	FUNDING CONDITIONS	6
3.	FUNDING PRIORITY AREAS	8
4.	SPECIAL FUNDING	9
5.	CONTRACT POLICIES & REQUIREMENTS	12
6.	FISCAL POLICIES & REQUIREMENTS	25

*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 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~~ **proven and evidence-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~~ not supplant existing resources; 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.~~

The Organization's duly authorized official, Executive Director, or equivalent, must certify that the information provided within the CSCMC Application for Funding is true and correct. The authorized official also attests to the best of his or her knowledge that the Organization's governing body (Board of Directors or equivalent) has approved the submission of the application and states the date it was approved. Proof must be provided upon CSCMC's request.

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, and CSCMC reserves the right to reduce or terminate funding within a contract term or in subsequent funding terms. CSCMC also reserves the right to deobligate funds within a contract term if it is determined by CSCMC that the funds will not be utilized by the program to which the funds were originally allocated. The decision to deobligate funds may occur if there is a material change in the Provider's program operation and it is determined that the original contract award may be reduced due to such changes. The decision to deobligate funds in a current contract year does not affect funding for future contract terms, unless the conditions of the material changes still exist. 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~~ **are** 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, Measurement Instruments, Minimum Service Levels, Special Conditions, and Budget, as well as Attachments and Addendums to the Contract, as applicable, constitute the contractual relationship between the Provider and CSCMC. No amendments to the CSCMC Contract components 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. There may be circumstances where community needs dictate that CSCMC is the sole funder of a program that addresses an identified need until other funding sources are secured.

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 Developmental Funding

Developmental Funding is awarded to programs that are new to Martin County or to expand existing programs with proven outcomes. Developmental Funding grant amounts from CSCMC do not exceed \$35,000. Organizations receiving Developmental Funds must reapply annually. The expectation is that programs receiving Developmental Funding may transition to the annual funding cycle within 3-5 years.

A Provider may request Developmental 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
- does not supplant existing resources; 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.

4.2 4.3. 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.~~

Partnership Funding is awarded to programs that need support for programming and fit within CSCMC's Strategic Plan, but are not developmental in nature. Partnership Funding grant amounts from CSCMC do not exceed \$20,000. Organizations receiving Partnership Funds may be renewed each year through a re-verification process. The re-verification process will ensure that the organization has met all of CSCMC's reporting requirements, is in good standing with the IRS, has reported any administrative or capacity changes within the organization, and has provided all supporting documents as required by CSCMC.

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~~ does not supplant existing resources; 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 4.4 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 applying for or receiving CSCMC Match Funding must submit documentation to CSCMC, at a time specified by CSCMC, from the primary funding sources that indicates their commitment to fund the program, the funding amount, and the term to which the funds apply. 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 4.5. 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/or ~~that~~ address service gaps and emerging issues in Martin County.

4.6 Capacity-Building Funding

Organizations currently funded by CSCMC may apply for Capacity-Building funds that support or improve the overall stability of the organization. Capacity-Building funds will be considered for projects that address a part of the organizations's long term strategic plan to improve the management, governance, and administration of the organization, rather than for direct programmatic improvements.

To apply for Capacity-Building Funding, a Letter of Inquiry (LOI) must be written to CSCMC's Executive Director and must include the amount of the request, how the funds will be used, and a timeline for the utilization of the funds. Applications will be reviewed and decisions for funding will be determined by CSCMC staff. Applications will be considered to support organization functions such as financial management, human resources, strategic planning, governance, and information technology, with the exclusion of equipment and hardware.

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 Reviews

All CSCMC-funded programs will be subject to an Initial Visit to review the CSCMC Contract requirements and a minimum of one program performance review visit, one program observation visit, and one fiscal review. The program performance review and fiscal review timetables and procedures will be provided to organizations prior to the reviews.

The Provider must give CSCMC access to program and administrative sites, as well as staff, fiscal, and participant records, and other information as requested. CSCMC may require quarterly meetings and/or status reports throughout the contract year. Additional meetings and reporting may be required as deemed necessary by CSCMC.

During the program performance and fiscal reviews, 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 are strongly encouraged to attend CSCMC Council meetings when possible and sign provider agreement(s) with community resource and referral organizations.

5.4 CSCMC-Funded Professional Development Requirement

A Provider's Direct Service staff working 40 hours per week in a CSCMC-funded position (i.e. CSCMC funds the position's salary, wholly or partially) is required to attain a minimum of 15 hours of Professional Development per contract year. Required hours for Direct Service staff employed less than 40 hours per week will be pro-rated based on a formula provided by CSCMC. Seasonal staff employed during Summer breaks must also meet this requirement. Seasonal staff employed solely during Winter and Spring breaks are waived from this requirement.

Professional Development is defined as learning opportunities that directly contribute to the quality of the work that the Provider's staff performs in a CSCMC-funded program, such as coursework to maintain professional credentials (i.e. CEUs – Continuing Education Units), conferences, webinars, "Train the Trainer" opportunities, etc. Clinical Staffings or internal meetings with informal learning components do not meet the criteria for Professional Development.

Certificates of Completion must be submitted to CSCMC by the end of the Contract term. CSCMC reserves the right to determine if the Professional Development is acceptable toward the required hours.

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.

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

If a background screening is pending for an employee who is newly hired by a CSCMC-funded organization, the employee is NOT allowed to work directly with, nor have access to the children in the CSCMC-funded program until a background check has been passed ~~and an updated Background Screening Affidavit has been provided to CSCMC.~~

In addition, the affidavit shall attest that all subcontractors ~~who are in direct contact with children of a CSCMC-funded program, whether or not the subcontractor is 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 ~~and/or subcontractor~~ 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 ~~term~~, 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 by CSCMC ~~, 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.~~ *(This language is moved under the General Liability bullet point below.)*

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 required insurance policies** and when changes have been made to the required insurance policies.

- The Provider shall maintain, during the ~~life-of-the~~ CSCMC Contract term, **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.~~ The Certificate of Insurance provided to CSCMC must indicate that Children's Services Council of Martin County is an Additional Insured and must also indicate that Contractual Liability is included, with respect to General Liability insurance.
- If the Provider's employees and/or subcontractors ~~(its Employees and/or Subcontractors)~~ uses utilize a motor vehicle owned or leased by the Provider ~~in~~ for the provision of services paid for by CSCMC, pursuant to the CSCMC Contract, then the Provider shall maintain during the ~~life-of-the~~ CSCMC Contract term, **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 Certificate of Insurance provided to CSCMC must indicate that Children's Services Council of Martin County is an Additional Insured with respect to Automobile Liability insurance.
- If the Provider's employees and/or subcontractors utilize a motor vehicle owned or leased by the employee or subcontractor for the provision of services paid for by CSCMC, pursuant to the CSCMC Contract, providing proof of appropriate Automobile Liability insurance to CSCMC is required.

- 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 ~~term~~, **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 CSCMC Contract. (This language is duplicative of language in the first paragraph.) 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. (This language is moved under the General Liability bullet point above.)~~
- ~~Governmental entities that are exempt from specific insurance coverage levels must submit proof of statutory insurance coverage but are not required to comply with the specific levels of coverage required herein.~~
- If the Provider enters into a subcontract for the provision of services of any portion of services funded by CSCMC, it shall be the responsibility of the Provider to ensure that all insurance necessary for the provision of services by the subcontractor is met. This includes but is not limited to General Liability, Automobile Liability, and Professional Liability. The Provider shall furnish CSCMC copies of the **subcontractor's Certificates of Insurance** with respect to all insurance coverages necessary for the provision of services. If a subcontractor does not have applicable insurance coverages, the Provider's ~~insurance~~ certificates ~~of insurance~~ furnished to CSCMC shall include a notation that the subcontractor is provided coverage under the Provider's insurance policies. **Copies of the Certificates of Insurance must be furnished to CSCMC prior to the commencement of work by the subcontractor.**

- The Certificate of Insurance providing proof of the **subcontractor's General Liability Insurance** must list:
 - 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.

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. [CSCMC may, in its sole discretion, refuse to approve any assignment or subcontract.](#) 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~~ [CSCMC contract manager](#), or other designated CSCMC staff member, if the subcontract is executed during the contract ~~year~~ [term](#).

All such assignments or subcontracts for which CSCMC funds are utilized 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 [subcontract agreements](#). The Provider must submit a [subcontractor summary report](#) to CSCMC at mid and end of contract term that should include, but is not limited to, confirmation that appropriate licensure/certifications are maintained; there is no current litigation between the Provider and any [subcontractor](#); verification that contracted deliverables/services are completed to the Provider's satisfaction; and the date that the evaluation process was completed.

[If the subcontractor provides a majority of the scope of services, the subcontractor must adhere to CSCMC Policy 5.4 "CSCMC-Funded Professional Development Requirement" as outlined in the policy.](#)

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. [Providers should err on the side of disclosure if any event negatively impacts a Provider or a CSCMC Representative. ~~Such events or circumstances include, but are not limited to:~~](#)

- The Provider is obligated to disclose to 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.
- The Provider is obligated to disclose to CSCMC of 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.
- The Provider is obligated to disclose to CSCMC of any ~~Endangerment of any CSCMC-funded program participant including but not limited to~~ circumstances that requires the police or Department of Children and Families (DCF) to be called.
- The Provider is obligated to disclose to CSCMC of any ~~Open~~ investigations or legal actions occurring against the Provider or its subcontractors. ~~that provide services funded by CSCMC~~
- The Provider is obligated to disclose to CSCMC any claims or threats of litigation, investigations (civil, administrative or criminal), administrative complaints or other circumstances in which the Provider reasonably believes that it may face liability exposure or discipline by any governing or administrative body. Disclosure shall be made regardless of the Provider's opinion regarding the veracity of the allegations or the likelihood of success.
- The Provider is obligated to disclose to CSCMC any events that would implicate the Florida mandatory reporter law with regard to any allegations against the organization, its staff, volunteers, subcontractors or any third parties associated with the Provider.
- The Provider is obligated to disclose to CSCMC a gain or loss of 10% or more of the CSCMC-funded program's Total Program Budget.
- The Provider is obligated to disclose to CSCMC positive pandemic test results of staff or participants that lead to an interruption or modification of services within the program.

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, Manager of ~~Outreach & Communications~~ Community Engagement, and contract manager. 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 permanently or temporarily for any reason, including but not limited to FMLA leave, medical leave, and military duty:

- 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” must be prominently displayed on all Provider outreach sources, including:
 - Provider’s website (including a hyperlink)
 - Organizational newsletters and annual reports (electronic and printed)

- Evidence of the CSCMC logo below the words “Proudly Supported By” must be on print materials describing or referring to CSCMC-funded programs such as: brochures, flyers, posters, stationery, signs, banners, etc.
- 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.
- Success stories with photographs and photograph releases will be submitted to CSCMC at mid and end of the contract term.

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 [automatically](#) 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 [including pandemics](#).

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.~~ If any audit, litigation, claim, negotiation, or other action involving the records has been initiated before the expiration of the five-year retention period, all records shall be retained until completion of such action and resolution of all issues which arise from it.

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 Accounts (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 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.

6.6 Reporting Other Sources of Funds

The Provider must report all gains of funding sources that are 10% or more of the Total Program Budget related to the CSCMC-funded program that were not originally included in the approved SAMIS budget during the annual funding process. The Provider must also be prepared to furnish an explanation of how such additional funds will be used.

The Provider will also report all losses of funds that are 10% or more of the Total Program Budget that were included in the approved SAMIS budget during the annual funding process.

This information shall be reported to the program's **assigned** CSCMC contract manager or Director of Finance as soon as the gain or loss occurs, or earlier if anticipated. This information will be requested as part of the CSCMC Fiscal Review process.

6.7 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).

6.8 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.

6.9 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.

6.10 Budget Amendments

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

- The proposed amendment should not compromise the original intent or intended outcome of the program.
- CSCMC strongly encourages funds to be utilized for Direct Services. Budget amendments to move funds from Direct Services to indirect expenses will require approval of CSCMC's Executive Director.
- CSCMC's approval of budget amendment requests will take into consideration if there is sufficient time for the funded goods or services to be utilized by the end of the contract term.
- Prior approval by CSCMC is needed for redirecting funds of any amount within a line item for different expenses than those that were approved by CSCMC in the original budget submission. A request for approval should be submitted via email to CSCMC's **assigned** contract manager.
- CSCMC staff must approve salary changes or staff reclassifications for a CSCMC-funded position.
- Budget Amendment narratives must be entered into SAMIS for the line item from which dollars are being moved and 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 is allowed one approved budget amendment per quarter, per CSCMC-funded program.
- Budget amendments in the amount of **\$9,999 or less** require CSCMC staff approval and must be submitted by the last day of the quarter to be considered for that quarter. The Provider should submit a budget amendment request for \$9,999 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 \$9,999 or less.

- Budget amendment requests of **\$10,000 or more individually** or that **exceed a total of \$30,000 per contract term** for a CSCMC-funded program require Council approval and:
 - Require the Provider's Executive Director, or equivalent position, to submit a letter to CSCMC's Executive Director with a detailed description of the proposed budget amendment. 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.
 - Will not be accepted after the reimbursement period covering expenditures through March 31 for July-June contract terms or through June 30 for October-September contract terms.
 - Must be submitted in SAMIS no later than **April 15** for July-June contract terms and no later than **July 15** for October-September contract terms. If these submission due dates fall on a holiday or weekend, the following business day will apply.

6.11 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.