

COUNCIL ACTION ITEM

2024-25 Request for Program Proposals Applications Priority, Annual Continuing and Summer August 2023

Background Information (*brief history of the situation*): Each fiscal year a scheduled release of Request for Proposals (RFP) is developed. As a result of the strategic direction discussions, the Council approved release for open competition of the priority funding application on a rotating basis while requiring the continuing programs complete the Request for Continuing Program Proposals application. Additionally, a Summer Learning RFP is released in the fall. For FY 2024-25 the Priority funding category is Keeping Kids off the Streets.

The FY 2024-25 Request for Continuing Program Proposal is an abbreviated application that consists of updated program, outcome, and budget information. This limited release of the Request for Program Proposals application to current funded programs does not automatically assume renewal of funding for each program. Each Program Proposal will be reviewed individually for its positive impact on the community and program performance outcomes. Additionally, the applications have always allowed for proposed program expansions if funding is available.

Current Situation (*why it is being brought to Council now*): All Request for Program Proposals will be available through the online grants management system, The Hub. Instructions are now built into the online process. After an extensive review of prior grant applications, it was determined that additional supports, including mandatory Bidder's Conferences and attendance at an overview of *Council Policies on Funding* would improve the quality of applications submitted to CSC. (A revised *Council Policies on Funding* document is included.)

Action (*requested or required of Council*): The Council is being asked to approve the 2024-25 Request for Program Proposals applications and timelines. A copy of each of the three proposals is attached with their respective timelines.

Team Recommendation:

STRENGTHS:

- Outlined strategy aligns with CSC Strategic Direction;
- Provides open competitive process for the Keeping Kids Off the Streets priority area;
- Addresses strategies for improving successful program services, increasing participation, and alignment with measurable community indicators;
- Provides opportunities for Agencies to gain knowledge of CSC funding policies and proposal best practices.

CONCERNS:

- None

CSC Team recommends the approval of the 2024-25 Program Proposals applications for the following:

- 1) Priority – Keeping Kids Off the Streets,
- 2) Annual Continuing, and
- 3) Summer Learning.

2024-25 Priority: Keeping Kids Off the Streets - Request for Proposals

Timetable	
November 9, 2023.....	Release of Program Proposals
November 15 and December 9, 2023.....	Bidder's Conference Sessions
January 15, 2024.....	Online Program Proposals Deadline
May 9, 2024.....	Funding Recommendation and Council Funding Decision

Organization Overview

- Grant
- Agency Name
- Mission Statement
- Application Contact
- Executive Director
- Executive Director Phone
- Executive Director Email
- Address
- Agency Phone/Fax

Program Summary

- Program Name
- Program Director
- Program Primary Address
- Priority Need Area
- Program Abstract
- Amount Requested from Funder
- Total Proposed Program Budget
- CSC Current Funding (if applicable)
- Unduplicated population to be Served
- Total Cost per Client

Organizational Background

- Provide the mission and vision of your organization.
- Provide the history of your organization including any experience in working with children and families in St. Lucie County or other communities.
- Provide a description of current programs and activities (if any). Please emphasize major achievements of the past two years.

Program Design/Approach

- Detail the hours of operation and days of the week the program will be open including summer months and days when school is not in session.
- Provide an overview of a typical day of what a child/youth in the program will experience.
 - Include details on how the participants will get to your program and how they will return home (transportation)
 - Include details on anticipated staffing ratios for each age group
 - Include descriptions on any special areas of emphasis (arts, education, recreational, vocational, as examples)
 - Include any special efforts used to ensure children/youth attend at least three times a week.
- Recognizing the importance of relationships and communication in the practice of quality child and youth care (social development strategy), detail how the program implements techniques and strategies to support children and youth individually and in group activities to develop self-regulation, self-concept, coping mechanisms, and positive interaction with their peers and adults.
- Detail how the program actively promotes respect and creates an inclusive, welcoming, and respectful environment.
- Detail how the program applies observation and assessment techniques, and tools to meet individual needs of children and youth served.
- Detail any provisions offered for special needs children or those that need special accommodations.
- Detail any fee structure required for participation. What fees are charged, if any, including registration per child? If using a sliding scale, be specific in detailing the criteria and the amount to be paid by families for their child's enrollment and any provisions for sibling groups or families unable to pay. If fees are included in design, be sure to include as source of revenue in budget.

Program Impact

- Learning Environment and Curriculum
 - Detail how the program incorporates a learning environment and implements age-appropriate educational curricula and program activities.
 - Detail how the program will promote school attendance.
 - Provide the name of the assessment tool used to determine the effectiveness of the curriculum on participants being served.
- Youth Engagement
 - Detail how the program incorporates partnerships with children and youth to foster appropriate child and youth leadership and voice.
 - Detail the program's plan in sustaining youth engagement for continuous program attendance.
- Safety and Wellness
 - Detail how the program ensures the safety and wellness of children and youth by implementing prevention, health, and safety practices.
 - Please detail activities and educational instruction provided to ensure healthy decision making.
 - Detail any nutritional education provided and/or meals or snack that will be provided.
- Family Engagement
 - Detail how the program will involve the child/youth's family in the design of the program to meet program's outcomes. Include any family engagement opportunities offered by your program.

- Community Indicators
 - Detail how the program addresses, directly or indirectly, the community indicators associated with this funding priority area.

Program Planning, Development and Evaluation

- Detail the timeline for implementation, if a new program, and/or schedule of activities.
- Describe your formal and informal relationships with other organizations that will enable the program to be successful.
- Detail the evaluation methods and procedures that the program will use to track the clients served. Include the process used to collect and review data to report on outcomes.
- Detail how the program ensures appropriate training and professional development upon hire and throughout the span of employment.

Population to be Served

- Detail the geographic area of St. Lucie County to be served, the ages of children and youth to be served and how children and youth will be selected to participate. Include, if applicable, target neighborhood, zip codes, and school zones.

Outcomes/Activities Matrix

Programs in this category are expected to have outcomes related to academic achievement, school attendance, healthy decision making/staying out of trouble, and attendance in program.

- Same as Priority Funding detailing outcome: activities, frequency, responsible parties, expected outcomes.

Marketing and Outreach

- Detail the marketing and outreach plan for the following audiences: Community at large; children, youth and families to be served; and existing complementary service providers.

Promotion of Partnership

- Detail how your program will promote your partnership with the Children's Services Council. Please include detail on how you will promote that partnership both internally (clients, staff, volunteers, and board) and externally (funding partners and members of the community)

Contract Requirements

- Describe your Agency's capacity to meet the contractual requirements which include ability to process monthly reimbursement funding requests and collect program data. Refer to the CSC Funding Policies

Program and Agency Budget (40 pts)

- Total Annual Program Budget
- CSC Requested Line Item Budget with expense narrative.

Required Documents Uploaded (5 pts)

- Program Schedule of Activities (school year and summer) required

2024-25 Annual Continuing Request for Proposals

Timetable

January 8, 2024.....	Release of Program Proposals
January 12 and 19, 2024.....	Bidder's Conference Sessions
March 8, 2024.....	Online Program Proposals Deadline
June 13, 2024.....	Funding Recommendation and Council Funding Decision

- Organization Overview
- Program Summary
- Population to be Served
- Program Hours of Operation
- Program Service Delivery: Please detail any changes to current program services and provide rationale.
- Outcomes/Activities Matrix
- Budget: Total Program Budget, Requested CSC Program Budget and Narrative, Explanation for any Increases being requested
- If program spent out less than 80% of budget last fiscal year, explain the plan to ensure spend out, especially if requesting increase in funding.

2024 Summer Learning Program Proposals

Timetable

January 8, 2024.....	Release of Program Proposals
January 17 and February 7, 2024.....	Bidder's Conference Sessions
February 2, 2024.....	Online Program Proposals Deadline
April 11, 2024.....	Funding Recommendation and Council Funding Decision

Summer learning programs have the potential to help children and youth improve their academic performance. This is especially true of children from low-income families who might not otherwise have access to educational resources throughout the summer months and for low-achieving students who require additional time to master academic material. While the research indicates that learning loss varies by grade level and student characteristics, the average loss equates to approximately one month of instruction and this loss may be cumulative over time.

Because many children lose learning over the summer and some children need more time to master content, participation in summer learning programs should mitigate learning loss and have the potential to produce achievement gains.

Listed below are characteristics of effective summer learning programs. The Children's Services Council of St. Lucie County will give priority to those programs which demonstrate ability to implement these standards:

- Smaller child ratios – at most 20 children per staff member
- Differentiated Instruction – individualized instruction and support for children yield positive outcomes
- High-Quality Instruction – integrate certified teachers into program or provide professional development and coaching for existing staff to improve instruction in summer learning programs
- Blend academic learning with engaging activities – provide children with opportunities for experiential learning, community service, and skill building.
- Comprehensive Programming – provide children with engaging and enriching learning opportunities that help all children learn new material and revisit previously learned material
- Encouraging & Supporting High Attendance Rates – maximize attendance by addressing key factors impacting attendance: transportation, full day of programming, engaging activities blended with academic content
- Appropriate Duration of Program- the longer children engage during the summer, the more likely they are to have positive achievement outcomes the next year. (Minimum 8 weeks: 5 days/week, 8 hours/day)
- Parental Involvement – increased buy-in from parents leads to increased attendance and greater incorporation of learning strategies into the home
- Effective Evaluations – ensures programs continuously and successfully integrate key elements of effective summer programs and can be important tool Boards can use in developing quality summer learning programs.

For programs working with elementary school-aged populations, literacy instruction is recommended as part of learning components. For those programs working with teenagers, in addition to learning components, career exploration and/or job readiness skills are encouraged.

SUMMER LEARNING RFP OUTLINE

Organization Overview

- Name of Organization
- Executive Director
- Agency Address
- Telephone
- Email

Program Summary

- Program Name
- Program Director
- Program Primary Address
- Program Start and End Dates
- Program Days/Hours of Operation
- Amount Requested from Funder for FY 2023
- Budget Line Items Narrative and Calculation for amount Requested from CSC
- Total Proposed Program Budget for 2023

Program Services

- Provide a summary of the summer learning program and include how the program will mitigate summer learning loss.
- Detail the need for the program/service in the targeted area.
- Detail the educational components and structure, including the assessment and curricula being utilized, and/or career exploration and job readiness skill development.
- Detail the physical/recreational activities that will attract participants and encourage high attendance rates. Include frequency and duration of activities. (Must upload activity schedule)
- Detail the nutritional component of the program and whether the program anticipates participating in the Summer Food Program.
- Detail any planned field trips including plan for adequate insurance coverage, use of safe transportation, and appropriately licensed and trained drivers.
- Detail the proposed staffing pattern for summer learning program and include qualifications required for all staff.
- Staff to child ratio.
- Detail the background screening procedure for employees and volunteers (at a minimum must comply with Level 2 screening standards as outlined in [Florida Statutes 435.04](#)).
- Describe program's plans for identifying, recruiting, retaining the target population.
- Fees (if any): If you are charging fees, please provide the fee structure required for participation. What fees are charged, if any, including registration per child? If using a sliding scale, be specific in detailing the criteria and the amount to be paid by families for their child's enrollment and any provisions for sibling groups or families with inability to pay.

Population to be Served

- Target population grid

Educational Outcomes/Activities Matrix: will be required to submit Summer Outcome Report

- Outcomes Statement
- Program completes following sections: Activities, frequency, responsible parties, expected outcomes, data sources, time of measurement, Community Indicator.

Program and Agency Budget

- Total Budget (including other funding sources and in-kind), Program Budget, Amounts Requested from CSC, Program Expense Narrative and Calculations for line item amounts requested from CSC.



PROGRAM AND FUNDING POLICIES

FY 2023 - 2024

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I. COUNCIL POLICIES ON FUNDING

All funds shall be allocated within the intent of Florida Statute 125.901 Children’s Services; independent special district; council; powers; duties; and functions, and in accordance with the mission statement of

the Children's Services Council of St. Lucie County: To Improve the quality of life for all children in St. Lucie County.

It is Children's Services Council of St. Lucie County's policy to fund child development and prevention services. However, this policy does not preclude financial support to programs providing services of a problem-solving nature.

A. Funding Priorities

The Children's Services Council of St. Lucie County's funding priorities are intended to reduce the risk factors identified by the Community Comprehensive Strategy "St. Lucie Hand in Hand." The priority risk factors identified have been shown by research to significantly contribute to unhealthy behaviors and increase in juvenile crime. These factors are:

- Low Neighborhood Attachment & Community Disorganization
- Poor Family Management
- Academic Failure Beginning in Elementary School
- Early & Persistent Anti-social Behavior

The funding priorities of the Children's Services Council of St. Lucie County are program initiatives that that address the following goals:

- Ensuring every baby is a healthy baby
- Stopping child abuse before it starts
- Keeping kids in school
- Keeping kids off the streets, and
- Keeping kids away from drugs, alcohol, and other risky behaviors.

B. Funding Eligibility

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

1. CSCSLC funds not-for-profit incorporated organizations, neighborhood organizations, and local government organizations. For-profit organizations are prohibited from applying for CSCSLC funds.
2. Organizations or programs that operate under the exclusive jurisdiction of the public school system are prohibited from applying for funds directly from CSCSLC.
3. Programs requiring worship or religious instructional activities, as a condition of participation, shall not be funded.
4. CSCSLC-funded programs are required to:
 - Be in direct alignment with the funding priorities of CSCSLC and
 - Not supplant existing resources, and
 - Involve collaborations with other community partners.
5. The target population for the purposes of CSCSLC funding is limited to St. Lucie County children and youth, prenatal up to 18 years of age or older if still in high school, or with disabilities 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.
6. CSCSLC will not provide funding to organizations for the acquisition of real property, the supplementation of operating reserves for an ongoing corporation, or the payment of fines or assessed penalties.

C. Funding Process

1. Applications for Funding

An application for funding is required for all programs applying to CSCSLC for any given funding cycle, at the Council's discretion. Final approval of funding will be determined by the Council.

The applicant organization's duly authorized official, Executive Director or equivalent, must certify that the information provided within the CSCSLC Application for Funding is true and correct. The authorized official must attest, 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.

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

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

2. Funding Cycles

- Priority Funding Proposals

Each year one of the CSCSLC's funding priority areas is released for open competition. The funding application is for the following fiscal year and requires a full application process including organizational and programmatic narrative, programmatic outcomes, and a full program budget. An agency funded through this process is required to sign an annual contract, submit a copy of its audit, and adhere to CSCSLC program and fiscal policies throughout the contract term. Based upon the success of the program in meeting its outcomes and complying with CSCSLC guidelines, programs receiving funding may apply the subsequent year through the Continuing Program Proposal Process.

- Continuing Program Proposals

Released only to currently funded programs that continue to meet the funding priorities of CSCSLC, this funding application is for the following fiscal year and provides a demographics, outcome, and fiscal update of the program activities. Agencies funded through this process are required to sign an annual contract, submit a copy of their audit, and adhere to CSCSLC program and fiscal policies throughout the contract term.

- Summer Learning Program Proposals

Each year, CSCSLC releases funding for new or expanded summer learning programs. The Council's priority is to increase the summer programs available in the community or to allow existing programs to serve more children, extend hours of operation, or increase number of days in operation. The application process consists of the completion of the Summer Learning Program Proposal including a full program budget. Agencies funded through this process are required to sign a contract and adhere to CSCSLC program and fiscal policies throughout the contract term.

3. Funding Authority

All funding is allocated solely at the discretion of CSCSLC, and no Provider is entitled to, nor guaranteed funding. It is possible that the priorities of CSCSLC change over time, and no guarantee exists that a program will receive continuation or future funding. All allocations are contingent upon CSCSLC's annual budget and appropriation process and CSCSLC reserves the right to reduce or terminate

funding within any contract term or in subsequent funding terms. CSCSLC funding may also be terminated if funds become unavailable.

4. **Funding Contract**

CSCSLC contracts, with the Provider's authorized signatures, and required supporting documentation must be submitted to CSCSLC by the date(s) specified by CSCSLC.

The contract, including, but not limited to, Performance Measures, Minimum Service Levels, Special Conditions, and Budget, as well as Attachments and Addendums to the Contract, as applicable, constitute the contractual relationship between Provider and CSCSLC. No amendments to the CSCSLC contract components may be made without the prior written approval of CSCSLC.

CSCSLC contract terms, the duration period between the Effective Date and the Ending Date of the contractual agreement, are subject to Council approval.

CSCSLC expects organizations receiving funding to engage in diversifying their sources of revenue, to not be solely reliant upon funding from CSCSLC. There may be circumstances where community needs dictate that CSCSLC is the sole funder of a program that addresses an identified need until other funding sources are secured.

D. **Special Funding**

CSCSLC funds may be available for programs that satisfy the criteria of at least one of the following Special Funding definitions. Before applying for funds from CSCSLC, agencies are required to meet with CSCSLC team to ensure the proposed program/request fits within the priorities of CSCSLC.

All funding requests are brought before the Council for funding decisions apart from requests totaling \$5,000 or less, in which case the CEO of CSCSLC has funding decision authority. For requests that require Council decision and do not already have a designated time frame, completed paperwork must be submitted at least two weeks prior to the next scheduled Council meeting to be considered for funding.

The following are the Special Funding areas where funds may be available:

1. **Specific Need Funding (\$5,000 or less)**

Required Application: Special Designations Request

CSCSLC makes funds available for a one-time request based upon the applying agency's immediate need as it relates to children or the agency's ability to deliver services. The applicant should complete the Special Designations Request form via The Hub and include a budget narrative of requested CSCSLC funds. Entities funded through this process are required to sign a contract and adhere to CSCSLC program and fiscal policies. Based on the approved amount of funding, additional documents may be requested.

2. **Specific Need Funding (more than \$5,000)**

Required Application: Special Designations Request

CSCSLC makes funds available for a one-time request based upon the applying agency's immediate need as it relates to children or the agency's ability to deliver services. The applicant should complete the Special Designations Request form via The Hub and include a budget narrative of requested CSCSLC funds. Entities funded through this process are required to sign a contract and adhere to CSCSLC program and fiscal policies. Requests in this category will require Council decision. Completed paperwork must be submitted at least two weeks prior to the next scheduled Council meeting to be considered for funding.

Programs that will operate on-going services will be required to submit the following in addition to the Application for Funding:

- Measurable performance outcomes (to be agreed upon by CSCSLC)
- Confirmation of liability insurance
- Detailed schedule of events/activities
- Number of clients to be served
- Any Memorandum of Understanding documents or details of community partnership agreements

3. **Team Professional Development**

Required Application: Special Designations Request

CSCSLC makes funds available for agencies that serve children in St. Lucie County to send team to training workshops or sponsor workshops that will increase the skill level of team providing services or expand capacity of the agency. Funds for agency team to attend training workshops are limited to registration fees, travel related costs, lodging, and meals. The applicant should complete the Special Designations Request form via The Hub and include a budget narrative of requested CSCSLC funds. Entities funded through this process are required to sign a contract and adhere to CSCSLC fiscal policies.

II. CONTRACT POLICIES & REQUIREMENTS

A. Supporting Documentation

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

B. Program and Fiscal Reviews

All CSCSLC funded programs will be subject to an Initial Visit to review the CSCSLC Contract requirements and a minimum of one Administrative Review Visit and two Site Observation Visits. CSCSLC may also require on-site fiscal reviews during the contract term. The program performance and fiscal review timetables and procedures will be provided to organizations prior to the reviews.

The Provider must give CSCSLC access to program and administrative sites, as well as team, fiscal, and participant records, and other information as requested. CSCSLC may require status reports throughout the contract term. Additional meetings and reporting may be required as deemed necessary by CSCSLC.

During the program performance and fiscal reviews, CSCSLC team may identify areas of non-compliance. CSCSLC may require a Performance Improvement Plan (PIP) that will be jointly developed by CSCSLC and the Provider. The PIP allows the Provider the opportunity to address the identified areas of concern and take the steps necessary to meet the requirements of the CSCSLC Contract.

Program performance results are continually monitored by CSCSLC team with summary reports produced two times per fiscal year. Program performance results are presented to Council, distributed to funded Providers, and posted to the CSCSLC website,

www.cscslc.org.

C. Background Screenings

The Provider agrees to comply with all state and federal laws, rules and regulations as referred to in the CSCSLC Contract. Additionally, Providers subject to conducting Level 2 background screenings will be asked annually to sign an affidavit, under penalty of

perjury, to be uploaded via The Hub and presented at the Provider's Administrative Review visit, or as otherwise requested by CSCSLC. Such affidavit shall state that all team members funded by CSCSLC 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.

In addition, the affidavit shall attest that all subcontractors who are in direct contact with children of a CSCSLC funded program, whether the subcontractor is funded by CSCSLC, have been background screened in accordance with all state and federal laws, rules, and regulations prior to the commencement of work by the subcontractor.

Failure to comply with the background screening requirements shall be considered a breach of agreement and may result in a pause in reimbursement or termination of contract.

D. Insurance

The Provider is responsible for maintaining general liability and any other necessary insurance during the existence of the contract between CSCSLC and the Provider. All required insurance shall be maintained at all times during the CSCSLC Contract term, and all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. When Certificates of Insurance are required, it is the responsibility of the Provider to submit renewals of the required Certificates of Insurance to CSCSLC on or before the expiration of the required insurance policies and when changes have been made to the required insurance policies. All required Certificates of Insurance shall be uploaded to The Hub via the Agency tab within the Delivery module. The certificates shall clearly indicate that the Provider has obtained insurance of the type, amount, and classification as required for compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNCIL. Compliance with this provision shall not relieve the Provider of its liability and obligations under this Agreement.

1. The Provider shall maintain, during the life of this Agreement, commercial general liability, 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 which may arise from any operations under this Agreement, whether such operations be by the Provider or by anyone directly employed by or contracting with the Provider.
2. The Provider shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 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, which may arise from the Provider's ownership, use, and/or maintenance of automobiles, including rented automobiles, for the provision of services under this Agreement or arising out of this Agreement. Proof of appropriate automobile liability insurance is required for any Provider employee or contractor who utilizes a privately owned automobile to provide the services detailed in its proposal to COUNCIL or arising there-from.
3. The Provider shall carry Workers' Compensation Insurance as required by Florida Statutes. In the event Provider does not carry Workers' Compensation Insurance and chooses not to obtain same, then 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 the COUNCIL.

4. Depending on the services to be provided, the Provider may be required to maintain, during the life of this Agreement, professional liability insurance or errors and omissions liability insurance in the minimum amount of \$500,000 per occurrence to protect the Provider from claims which may arise from or relate to any services provided under this Agreement, whether such services are by the Provider or by anyone directly employed by or contracting with the Provider.
5. The Provider is also required to maintain any other insurance coverage deemed reasonably necessary during the life of this Agreement.
6. Agencies of the State of Florida are exempt from specific insurance coverage levels. Such agencies must submit proof of statutory insurance coverage but are exempt from the specific levels of coverage proscribed herein.
7. All insurance, other than Worker's Compensation and Professional Liability/Errors and Omissions (if required), to be maintained by the Provider shall specifically include the COUNCIL as an "Additional Insured". Each renewal of the respective certificate of insurance provided for above shall be submitted to the COUNCIL upon receipt by Provider. Failure to have and/or maintain the required insurance under this Agreement shall not relieve Provider of any obligation under this Agreement including without limitation indemnification of the COUNCIL.

E. Audit & Management Letter

The Children's Services Council is committed to assurances that all funds provided are being used in a manner consistent with the policies of the Council and in the best interest of the taxpayers. To attain this level of assurance, Providers must submit either an audit or a fiscal review annually as prescribed below. Note that the audit requirements are also included in the CSCSLC Contract. The Agency must submit an audit within seven (7) calendar months of the close of the Provider's fiscal year. Final audit reports only, no drafts will be accepted.

Noncompliance with audit deadlines will result in penalty fees and action to terminate will begin if the audit is not received within nine (9) calendar months of the close of the Provider's fiscal year. Full language as written in the CSCSLC contract is shown below. The audit report and management letter are accepted preferably via email.

Within seven calendar months of the close of its fiscal year, the Provider must submit a certified independent financial audit of all its corporate activities and any accompanying management letter(s) to the COUNCIL. This audit shall be conducted consistent with the American Institute of Certified Public Accountants (AICPA), Standards for Non-Profit Organizations, or other mutually agreed upon standards. The audit must be performed by a firm licensed to perform audits in the State of Florida and be 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 COUNCIL's revenues, fees, donations, and expenditures by program.

Sample due dates are provided below:

<u>Fiscal Year End Date</u>	<u>Audit Due Date</u>
March 31	November 1
June 30	February 1
August 31	April 1
September 30	May 1
December 31	August 1

If the Provider does not comply with the audit requirement, it is considered out of compliance. Consequences of failure to comply with the audit requirement will include, but may not be limited to, the following:

- (1) A Provider not in compliance with the audit requirement at the beginning of any month will be assessed a financial penalty in the processing of their next month's reimbursement request. The audit will be due in the COUNCIL's office on the first working day of the month after seven calendar months have passed. The financial penalty will be the lesser of 5% of the approved monthly reimbursement or \$500. The amount of this fee cannot be reclaimed under future reimbursement requests. The fee will effectively reduce the total amount reimbursable on a program's budget. For example, a program with a \$120,000 budget that is assessed two \$500 fees will only be able to receive a maximum of \$119,000 for their budget year. The fee will be assessed on every Provider program receiving funding from the COUNCIL. In other words, a Provider with which the COUNCIL has Agreement(s) for four programs will be assessed four financial penalties for the same late audit.*
- (2) The financial penalty fee assessment will be based on the due date of the audit and not on the timing of the next submitted reimbursement request. In other words, an audit received on the 12th day of the month that was due on the first working day of the month will be assessed a late fee even though the agency has not yet requested the monthly reimbursement.*
- (3) The financial penalty fee described in number 1 above will be assessed monthly until the audit is received subject to provisions of number 4 below.*
- (4) If an audit is not received within nine calendar months of the close of Provider's fiscal year, the COUNCIL will send written notice to the Provider to terminate the Agreement. The financial penalty fee will continue to be assessed during the termination process up to the point of termination or resolution.*
- (5) In addition, if an audit is not received within nine calendar months of the close of Provider's fiscal year and the Agreement with Provider has already been terminated or has expired, Provider shall be prohibited from receiving any future funding from the COUNCIL unless Provider comes into full compliance with this paragraph including, but not limited to, the submission of the audit to the COUNCIL, and the COUNCIL in its sole discretion agrees to provide future funding to the Provider."*
- (6) Agencies audited by the Florida Department of Financial Services are exempt from the audit late fees proscribed herein. Such agencies must submit an audit to the Council annually upon its completion.*

Programs funded for less than \$35,000 may request COUNCIL approval of a fiscal review in lieu of an audit. The review shall be performed consistent with the American Institute of Certified Public Accountants (AICPA), Standards for Non-Profit Organizations, or other mutually agreed upon standards. The COUNCIL is committed to assurances that all funds provided are being used consistent with its policies and in the best interest of the children and taxpayers.

Please notify CSCSLC in writing if your agency makes changes to its fiscal year.

F. 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 CSCSLC 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 CSCSLC funded subcontractor. CSCSLC and its funded programs may designate services for specific target populations, based on identified community needs, per the current CSCSLC Strategic Direction.

G. Notification Policies

The Provider acknowledges the importance of keeping CSCSLC informed about the services it is providing through their Contract and the funding sources affecting the CSCSLC funded program. It is the responsibility of the Provider to promptly notify the CSCSLC team prior to any significant change(s) that would 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 CSCSLC.
- A vacancy or an administrative leave of absence of a staff position funded by CSCSLC.
- A change in the location of facilities where services are being provided.
- Any change to the delivery of services as set forth in its proposal.
- A change in the number of staff assigned to a service delivery site.
- The acquisition of additional funding for the program also funded by CSCSLC. (Note: CSCSLC funds will not be used for expenditures also funded by other sources)
- The loss of funding from sources other than CSCSLC that could affect the operation of the program as originally agreed to.
- A change in funding sources affecting the CSCSLC funded program.

Notification must be submitted to CSCSLC via e-mail within 2 business days of the Provider's knowledge of the events or circumstances. Notifications should be directed to CSCSLC's Chief Executive Officer, Director of Programming, and the program's assigned CSCSLC Program Specialist. CSCSLC 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.

1. Community Outreach Requirements

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

- The Provider will submit a minimum of one success story per quarter via The Hub. Additional stories or event information can be sent via email to the Community Engagement Coordinator to be considered for publication on the CSCSLC social media page and newsletter.
- The CSCSLC logo below the words "Proudly Supported By" must be prominently displayed on all Provider outreach sources, including:

- Provider’s website (including a hyperlink to www.cscslc.org)
- Provider’s organization newsletters and annual reports (electronic and/or printed)
- Provider’s event advertisements of a CSCSLC funded program
- Evidence of the CSCSLC logo below the words “Proudly Supported By” must be on print materials describing or referring to CSCSLC funded programs such as: brochures, flyers, posters, stationary, signs, banners, brand promotional items, etc.
- The Provider must participate in video and radio/podcast interviews with CSCSLC on the Community Connections program a minimum of one time per calendar year.

H. The Hub

1. Participation

All CSCSLC funded programs must participate in the program components of The Hub which is a web-based computer application into which funded Providers enter program participant and performance information.

2. User Notification

Providers must designate two Agency Admins per organization that are responsible for adding, deleting, and changing access parameters of their organization’s Hub users. If an Agency Admins’ access to The Hub needs to be terminated, CSCSLC’s Director of Programming must be notified.

3. Training & Technical Assistance

Training is available to Providers in the HELP DESK module of The Hub. Categories exist for training on Agencies, Agency Admins, Application, Delivery, Fiscal and Summer.

Should a Provider require additional training or advanced technical assistance support, requests for one-on-one sessions can be made in THE HUB TA TIME SLOTS module.

4. Program Data

The Provider agrees to maintain data related to services provided under the CSCSLC Contract in a timely, accurate and complete manner.

All performance measurement and group activity data in The Hub must be recorded on an ongoing basis. Deadlines for participant attendance and program performance data will be reviewed with Provider’s assigned CSCSLC Program Specialist.

I. Records Retention Policies

1. The Provider agrees to maintain books, records, and documents (including electronic storage media) in accordance with standard accounting procedures and practices which reflect all payments to the Provider, by the Council under the CSCSLC Contract.
2. The Provider agrees that all fiscal and program records, supporting documentation, and any other documents pertinent to the CSCSLC Contract shall be always subject to inspection, review, or audit by CSCSLC team members or duly authorized agents.
3. The Provider agrees to maintain data related to services provided under the CSCSLC Contract in a timely, accurate, and complete manner. Final reimbursement is made only after completion of fiscal review by CSCSLC and submission of program data to CSCSLC. Failure to submit program statistics may result in forfeiture of any remaining program funds.
4. The Provider agrees to retain all fiscal and program records, supporting documentation, and any other documents pertinent to the CSCSLC Contract for a period of five years after

termination of the CSCSLC Contract. 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.

J. Public Records Law Compliance

CSCSLC is a public agency in Florida and as such, Provider's records pertaining to the CSCSLC 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:

- Keep and maintain public records required by CSCSLC to perform the services agreed to in the CSCSLC Contract.
- Upon request from the Council's custodian of public records or designee, provide the Council 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- 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 CSCSLC Contract and following completion of the Contract if the Provider does not transfer the records to the Council.
- Upon completion of CSCSLC Contract, Provider will transfer, at no cost, to CSCSLC all public records in possession of the Provider or keep and maintain public records required by CSCSLC to perform the service. If the Provider transfers all public records to CSCSLC upon completion of the Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSCSLC, upon request from the CSCSLC's custodian of public records or designee, in a format that is compatible with the information technology systems of the CSCSLC.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: CHILDREN'S SERVICES COUNCIL OF ST. LUCIE COUNTY, PHONE: (772) 408-1100, EMAIL: RECORDSCUSTODIAN@CSCSLC.ORG, 546 NW UNIVERSITY BLVD, SUITE 201, PORT ST. LUCIE, FL 34986.