

**Children's Services Council of Leon County (CSC Leon)
Program Services Committee Meeting**

Wednesday, October 12, 2022, 1:00 p.m.
Sunshine Health, Community Room
2525 S. Monroe Street, Suite 1, Tallahassee, FL 32301

*Members of the public can view the meeting via live stream, when available, on this YouTube channel:
<https://www.youtube.com/channel/UCc74A9evhLxbHlrH63-clbQ>.*

AGENDA

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. General Public Comment
- V. Review of Draft RFA for Capacity Building Services (page 3)
- VI. Development of Community Investment (Grants) Policy *Attachments*
 - Current Procurement Policy (page 25)
 - Guidance from General Counsel (page 35)
 - Sample Fiscal Policy Manual from Martin CSC (page 37)
- VII. Next Meeting Date(s)
- VIII. Next Meeting Agenda
- IX. Member Comments
- X. Adjourn

Request for Proposals (RFP)
Capacity Building for Competitive Application Assistance
Children's Services Council of Leon County (CSC Leon)

Issue Date: October 21, 2022

Questions Deadline: November 10, 2022 by 12:00 p.m.

Question Responses Posted: November 15, 2022

Response Deadline: November 29, 2022 by 2:00 p.m.

Estimated Notice of Intent to Award: December 16, 2022

Do not contact the CSC Leon Executive Director, any member of the Council or their respective staffs regarding this request. Direct all correspondence or inquiries during the RFP process to the following **Purchasing Official**:

Holly McPhail, Special Projects Manager
Children's Services Council of Leon County
C/O Bryant Miller Olive P.A.
1545 Raymond Diehl Rd, Suite 300
Tallahassee, FL 32308
procurement@cscleon.org

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SECTION 1 – INTRODUCTION

A. Solicitation Objective, Overview and Goals

The Children's Services Council of Leon County ("CSC Leon") seeks to establish, through this Request for Proposals ("RFP"), a contract(s) for capacity building services to support community providers' ability to respond to funding applications issued by CSC Leon more competitively ("Contract(s)").

CSC Leon has developed a draft Statement of Work ("SOW") for the Contract(s), which is attached as Exhibit I. The final SOW will be developed during the negotiation phase of this RFP. The draft SOW details the expectations of the Contract(s). This includes the following service lines:

1. Provide technical assistance to potential applicants for community funding to meet the specific expectations of summer and priority funding solicitations.
2. Develop a Community of Practice with applicants not selected for funding in each cycle to determine training and technical assistance needs (e.g., budgeting, data collection, evaluation planning, etc.).
3. Conduct monthly training sessions for the children's services field on topics identified in partnership with CSC Leon (e.g., workplace culture, sustainability planning, board management, etc.).

The goal of this RFP is to establish a Contract(s) providing the best value solution to the challenge of assisting the provider community in building its capacity to meet funding and reporting expectations of CSC Leon's competitive funding processes. CSC Leon has allocated up to \$200,000 for the duration of the Contract and reserves the right to retain two (2) or more vendors to achieve the objectives outlined in the RFP.

B. Background of Organization

CSC Leon is a catalyst for positive change to improve the lives and outcomes of children and families in the local community.

Approved by a majority of the Leon County ("County") electorate in the November 2020 general election, CSC Leon has been established to provide children with early learning and reading skills, development, treatment, preventative and other children's services.

As an independent special district authorized by section 125.901, Florida Statutes, CSC Leon will provide funding for these children's services throughout the County by annually levying ad valorem taxes, not exceeding the maximum millage rate of one-half (1/2) mill. CSC Leon has independent oversight and accountability, and the following powers and functions:

1. To provide and maintain in the County such preventive, developmental, treatment and rehabilitative services for children as CSC Leon determines are needed for the general welfare of the County.

2. To provide such other services for all children as CSC Leon determines are needed for the general welfare of the County.
3. To allocate and provide funds for other agencies in the County which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system.
4. To collect information and statistical data and to conduct research, which will be helpful to CSC Leon and the County in deciding the needs of children in the County.
5. To consult with other agencies dedicated to the welfare of children, to the end that the overlapping of services will be prevented.
6. To lease or buy such real estate, equipment, and personal property and to construct such buildings as are needed to execute the foregoing powers and functions, provided that no such purchases shall be made or building done unless paid for with cash on hand or secured by funds deposited in financial institutions. Nothing in this subsection shall be construed to authorize CSC Leon to issue bonds of any nature, nor shall CSC Leon have the power to require the imposition of any bond by the Board of County Commissioners.
7. To employ, pay, and provide benefits for any part-time or full-time personnel needed to execute the foregoing powers and duties.

One of CSC Leon's first tasks was to identify and assess the needs of the children in the County. In November 2021, CSC Leon contracted with a third-party research firm to conduct a comprehensive assets and needs assessment of the community resources available to meet the varying needs of children, youth and families. That work concluded in June 2022.

Currently, CSC Leon is developing its strategic plan based on the results of the assets and needs assessment. It will include a written description of:

1. The activities, services and opportunities that will be provided to children.
2. The anticipated schedule for providing those activities, services, and opportunities.
3. The manner in which children will be served, including a description of arrangements and agreements which will be made with community organizations, state and local educational agencies, federal agencies, public assistance agencies, the juvenile courts, foster care agencies, and other applicable public and private agencies and organizations.
4. The special outreach efforts that will be undertaken to provide services to at-risk, abused, or neglected children.
5. The manner in which CSC Leon will seek and provide funding for unmet needs.
6. The strategy which will be used for interagency coordination to maximize existing human and fiscal resources.

In the future, CSC Leon is required to report the following to the Leon County Board of County Commissioners:

1. Information on the effectiveness of activities, services, and programs offered by CSC Leon, including cost-effectiveness.

2. A detailed anticipated budget for continuation of activities, services, and programs offered by the Council, and a list of all sources of requested funding, both public and private.
3. Procedures used for early identification of at-risk children who need additional or continued services and methods for ensuring that the additional or continued services are received.
4. A description of the degree to which CSC Leon's objectives and activities are consistent with the goals of the County ordinance establishing CSC Leon (No. 2018-13).
5. Detailed information on the various programs, services, and activities available to participants and the degree to which the programs, services, and activities have been successfully used by children.
6. Information on programs, services, and activities that should be eliminated; programs, services and activities that should be continued; and programs, services and activities that should be added to the basic format of CSC Leon.

In its roadmap to complete these activities, CSC Leon recognized the need for “capacity building” services to help better prepare the service providers in Leon County to be better prepared to meet the prescriptive requirements that future funding opportunities will hold.

C. Minimum Qualifications of Respondents

A Respondent must demonstrate at least five years of experience providing services materially similar to those specified in the Service Lines contained in the SOW. Experience must be applicable to the specific Service Line(s) for which the Respondent is submitting a proposal. A Respondent may satisfy this requirement via the experience of its proposed key project members, even if those members performed the service for another company. Responses not satisfying this minimum requirement will be deemed non-responsive and will not be evaluated.

D. Purchasing Official and “Quiet Period”

The Purchasing Official is identified on the RFP cover page. Any person requiring a special accommodation due to a disability should contact the Purchasing Official.

All Respondent communications regarding the RFP shall be limited to the Purchasing Official. There shall be a “quiet period” between the date the RFP is advertised and the date the recommended award (or cancellation) has been announced. During the quiet period, no one acting on Respondent’s behalf may engage in any written or verbal communication or other attempts to influence anyone else at CSC Leon regarding this RFP, the merits of the Respondent, or whether CSC Leon should award the Contract to the Respondent. This includes staff members, evaluation team members, and council members. Any unauthorized contact may disqualify the Respondent from further consideration.

SECTION 2 – SOLICITATION PROCESS

A. Overview

Draft RFP for Capacity Building Services

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This RFP is a method of competitive solicitation under CSC Leon's Purchasing Regulation. Those interested in submitting a Response are to comply with all terms and conditions described in this solicitation. CSC Leon will hold a public opening of the Responses at the date, time, and location provided in the Timeline of Events.

The RFP identifies three distinct service provisions in the SOW. Respondents are permitted to submit service proposals for one, two or all three.

The RFP process is divided into two phases: the evaluation phase and the negotiation phase. During the evaluation phase, CSC Leon evaluates all Responses by service area, except those deemed non-responsive, against the evaluation criteria to establish a competitive range of Responses reasonably susceptible of award. CSC Leon then selects one or more Respondents within the competitive range by service area with which to commence negotiations.

The negotiation phase involves negotiations between CSC Leon and one or more Respondents whose evaluated Responses were determined to be within the competitive range by service area. During this phase, CSC Leon may request revised Responses and final Responses (best and final offer or "BAFO") based on the negotiations.

Final contract terms will be established during the negotiation phase. Once negotiations have concluded and BAFO(s) received and reviewed, CSC Leon will hold a Negotiation Team public meeting to recommend Contract(s) award. The CSC Leon Governing Council will take up the recommendation at a public meeting and make the final decision concerning Contract(s) award.

B. Questions and Answers

Submit all questions about the RFP in writing to the Purchasing Official via email. The deadline for submission of questions is reflected the Timeline of Events.

CSC Leon reserves the right to accept or reject any or all requests for clarification, either in whole or in part, and may require requests to be clarified or supplemented through additional written submissions. Respondents will be notified of the rejection of their request for clarification. Oral requests for clarification will not be accepted.

CSC Leon's responses to questions will be posted on the CSC Leon website at www.cscleon.org/announcements. Respondents unable to download responses should direct their requests for hard copies via e-mail to the Purchasing Official. Answers to questions will be published as an addendum to and, as such, an integral part of this RFP.

CSC Leon does not guarantee the validity or reliability of information obtained from other sources. If it becomes necessary to revise any part of this RFP, an addendum will be posted on the CSC Leon website at www.cscleon.org/announcements. The Respondent is responsible for checking the website for any addenda or clarifications.

C. Timeline of Events

The table below contains the anticipated timeline of events for this solicitation. The dates and times are subject to change. The Respondent is responsible for ensuring that CSC Leon receives Draft RFP for Capacity Building Services

all required documentation by the dates and times (Eastern time) specified below (or as revised by ITN addenda).

Oct. 21, 2022	Procurement Released	By 5:00 PM
Oct. 24, 2022	Informational Webinar	At 11:00 AM
Nov. 10, 2022	Deadline to submit questions to the Purchasing Official	By 12:00 PM
Nov. 15, 2022	Publication of CSC Leon's answers to Respondents' questions	By 5:00 PM
Nov. 29, 2022	Deadline to submit Response to the Purchasing Official	By 12:00 PM
Nov. 29, 2022	Public Opening of All Responses	At 2:00 PM
Nov. 30-Dec. 7, 2022	Evaluation Phase	
Dec. 8, 2022	Evaluation Team Public Meeting to Rank Responses and Designate Respondents for Negotiation Phase	At 10:00 AM
Dec. 12-14, 2022	Negotiation Phase	
Dec. 15, 2022	Negotiation Team Public Meeting to Recommend Award	At 2:00 PM
Dec. 16, 2022	Purchasing Official Communicate Recommendation of Award	By 12:00 PM
Jan. 19, 2023	CSC Leon Governing Council Meeting to Consider Recommendation of Award	At 4:00 PM
Feb. 1, 2023	Anticipated Contract Start Date	

D. Response Submittal and Deadline

Submit one bound copy and one electronic copy on a flash drive via postal or commercial courier services of the complete Response by the deadline indicated in the Timeline of Events. The electronic copy must include the required forms and documents completed in the format they were originally published (e.g., word, excel).

Submit Responses to CSC Leon care of the Purchasing Official at the delivery address reflected on the RFP cover page. Facsimile transmissions will not be accepted. All bound responses must be submitted in a sealed envelope or box and must be marked "RFP for CSC Leon Capacity Building Services." CSC Leon accepts no responsibility whatsoever for failure to deliver or late delivery by postal or commercial courier services. Failure by postal or commercial courier services to meet the response deadline may result in disqualification.

E. Limited Scope Responses

Respondents may submit a limited scope proposal for the services outlined in the SOW. This means a Respondent does not have to submit a proposed service description for all three Service Lines described in the SOW. Rather, a Respondent may select to submit a proposed

service description for one, two or all three of the Service Lines outlined in the SOW. CSC Leon will evaluate proposed service descriptions for each of the services outlined in the SOW separately.

Multiple responses from the same vendor, however, will not be accepted.

F. CSC Leon Not Liable for Respondent's Cost

CSC Leon shall not be liable or responsible for any costs incurred by any Respondent for preparing and submitting any response to this RFP, attending any presentation, or for any other activities or occurrences related in any way to this RFP on or prior to the execution of a contract.

G. Disclosure of Contents

All material submitted by Respondents shall become the property of CSC Leon and will not be returned. Responses submitted may be reviewed and evaluated by persons designated by CSC Leon, in its sole discretion. Records made and received by CSC Leon in connection with this RFP are public records and must be furnished and disclosed to any person under a request to inspect or copy such documents or records, pursuant to Chapter 119, Florida Statutes. If information is provided that could reasonably be ruled a "trade secret" as defined in Section 812.081, Florida Statutes, include such information in a separate attachment clearly marked – "Trade Secret Information." Include a table of contents within this attachment with a detailed listing of and explanation for EACH item marked as a "trade secret."

Designation of items as "trade secret" by Respondents is not dispositive and does not guarantee that the items will not ultimately be disclosed pursuant to Chapter 119, Florida Statutes. The State of Florida places a high priority on the public's right of access to governmental meetings and records. By submitting a response, each Respondent further understands and agrees that CSC Leon shall have the right to use any and all information, records, documentation, or items, including any derivation or adaptation thereof or knowledge gained thereby, presented by any Respondent in connection with this RFP in negotiating and entering into any contract or for any purpose. CSC Leon shall have such rights regardless of whether CSC Leon enters into any contract with such Respondent or any Respondent under this RFP, successfully negotiates any contract with any Respondent, rejects any or all responses to this RFP, amends or withdraws this RFP at any time, or otherwise satisfies its needs through alternative means.

H. Right to Cancel

CSC Leon, in its sole discretion, may cancel this RFP at any time and for any reason. Issuance of this RFP in no way constitutes a commitment by or obligation of CSC Leon to enter into any contract, and CSC Leon may, in its sole discretion, reject all Responses to this RFP for any reason whatsoever.

I. Responsiveness and Responsibility

CSC Leon will be the sole judge of a Response's responsiveness. CSC Leon will reject any Response that it deems non-responsive; provided, however, that CSC Leon may also waive any minor defect in a Response or deviation from the RFP requirements. CSC Leon will reject the Response of any Respondent it deems non-responsible.

J. RFP Specifications Protest Process

Any protest of the terms of this solicitation or the award of any contract shall be filed via email to the Purchasing Official within five calendar days after the advertisement of the solicitation. A protest must state with particularity the facts and law upon which it based. Failure to file a timely protest shall constitute a waiver of any pre-award challenges.

SECTION 3 – RESPONSE FORMAT AND CONTENTS

Prepare the Response in a clear, comprehensive, and concise manner with **six separately tabbed sections, A through F**. Do not include any appendix or attachment beyond these sections. Attachments within sections are permissible, **e.g., resumes within Tab C-E**. Respond using no smaller than 12-point font. Tables and graphs are exempt from the font requirement but must be readable.

A. Cover Letter

Address the cover letter to the Purchasing Official. Identify the Respondent's name and principal address. Provide the name, telephone number and email address of the person authorized to represent the Respondent regarding all matters related to the RFP. Identify specific Service Line or Lines for which the Respondent is submitting the proposal. Explain very briefly how the Respondent satisfies the minimum qualifications to respond (see **Section 1.C**). Affirm that the Respondent has thoroughly reviewed the RFP and agrees to provide the selected services set forth in the SOW if awarded a Contract. If the Response includes any alleged trade secrets, confirm compliance with **Section 2.G**.

Behind the cover letter, include the executed original of the completed **RFP Form A, Service Requirement: Disclosures and Affirmation Statement**. **Failure to include the executed form will result in the Response being deemed non-responsive.**

B. Respondent Background, Experience, and References

1. Describe briefly Respondent's background/history, ownership structure, primary location(s) and size (number of offices and employees).
2. Describe any anticipated changes to Respondent's basic ownership structure or any other significant changes in its organization, its management, or key personnel.
3. Describe Respondent's financial capability to provide the Contract services. Be specific. Attach brief evidence of objective details, such as portions of financial statements (if statements are available on-line, refer to URL).

4. CSC Leon strongly supports and encourages diversity and participation of historically disadvantaged business enterprises in contracting, as evidenced in the CSC Leon Purchasing Policy. Attach any evidence of firm certification by the Minority, Women, and Small Business Enterprise Division of the Office of Economic Vitality or comparable public body and identify the qualifying individuals. Non-certified firms may highlight individual investments, e.g., the number and percentage of professionals who are minorities or women.
5. Describe any experience the Respondent or key personnel previously had with any Children's Services Council in Florida or any entity seeking to create one. Please disclose the entity with whom you worked and their primary contact (name, phone number, and email address), and the scope of services and level of engagement you provided.
6. Provide three client reference letters from entities that have used the Respondent for similar services within the last two-three years.

C. Service Line 1 - Technical Assistance for Grant Seekers

1. Explain in detail how Respondent proposes to deliver the services outlined in the SOW under "Technical Assistance for Grant Seekers." The description should include, at minimum, the following:
 - a. Address the overall project approach, including the process, timing and sequencing of services that align with the expected CSC Leon RFA timeline (SOW, Section xx).
 - b. Techniques for community engagement during the assessment process to ensure representation of programs, providers and services from all neighborhoods.
 - c. Sample training topics with brief descriptions.
 - d. Methods of data collection and tracking.
 - e. Sample "Technical Assistance Plan."
 - f. Sample outline for "after-action" report.
2. Describe Respondent's specialized qualifications for providing this Service Line and previous work experience in this area. Include details (number, size, timeframes) of current contracts for the provision of technical assistance.
3. If not including this Service Line in your proposal, include a single page that states "[Name of Respondent] is not proposing services for this capacity building service."

D. Service Line 2 - Communities of Practice for Unselected Applicants

1. Explain in detail how Respondent proposes to deliver the services outlined in the SOW under "Communities of Practice for Unselected Applicants." The description should include, at minimum, the following:
 - a. Address the overall project approach, including the process, timing and sequencing of services that align with the expected CSC Leon RFA timeline (SOW, Section xx).

- b. Techniques for provider engagement to ensure full participation of unselected programs from each funding cycle.
 - c. Sample coaching schedule and topics with brief descriptions.
 - d. Methods of data collection and tracking.
 - e. Sample outline for quarterly reports.
2. Describe Respondent's specialized qualifications for providing this Service Line and previous work experience in this area. Include details (number, size, timeframes) of current contracts for the provision of coaching, training, etc.
3. If not including this Service Line in your proposal, include a single page that states "[Name of Respondent] is not proposing services for this capacity building service."

E. Service Line 3 - Training for Children's Services Field

1. Explain in detail how Respondent proposes to deliver the services outlined in the SOW under "Training for Children's Services Field." The description should include, at minimum, the following:
 - a. Address the overall project approach, including the process, timing and sequencing of services (SOW, Section xx).
 - b. Techniques for community engagement to ensure representation of programs, providers and services from all neighborhoods in training assessment process and training participation.
 - c. Sample training agenda with topics, brief descriptions and trainer profiles.
 - d. Methods of data collection and tracking.
 - e. Sample outline for biannual reports.
2. Describe Respondent's specialized qualifications for providing this Service Line and previous work experience in this area. Include details (number, size, timeframes) of current contracts for the provision of training. Also include reference to specific certifications held by trainers.
3. If not including this Service Line in your proposal, include a single page that states "[Name of Respondent] is not proposing services for this capacity building service."

F. Proposed Pricing

CSC Leon has allocated up to \$200,000 over two years to achieve the RFP goals. An estimate for each of the capacity building services is provided below.

<i>Services</i>	<i>Anticipated Amount</i>
Technical Assistance for Grant Seekers	\$89,000
Communities of Practice for Unselected Applicants	\$76,000
Training for Children's Services Field	\$50,000

Provide CSC Leon with the most competitive price for **each** of the capacity building services to which the Respondent is proposing. Include a detailed budget for performing the services outlined in Sections 3.C-E using a spreadsheet (e.g. Excel, Google Sheet). Justify the proposed terms. If responding to all three capacity building services, include three separate budgets. The

total for each should be clearly marked. If economies of scale are realized through the bundling of Service Lines, indicate the discount and/or savings on a budget line item below the total amount quoted.

Financial terms will be considered in conjunction with the proposed SOW and negotiated prior to Contract(s) award.

SECTION 4 – EVALUATION OF RESPONSES

A. Criteria

The CSC Leon Evaluation Team members independently evaluate Responses, except those deemed non-responsive, using the criteria below for each Service Line. The scores of each Evaluation Team member will be aggregated and then reviewed by the Evaluation Team at a public meeting to reach consensus on a final ranking.

Service Line 1: Technical Assistance for Grant Seekers		
Evaluation Category	Description	Points
Respondent's Background, General Experience, and References		15
Respondent's Specialized Qualifications & Experience specific to this Service Line		15
Quality, Clarity, and Responsiveness of the Service Description		50
Total possible		80

Service Line 2: Communities of Practice for Unselected Applicants		
Evaluation Category	Description	Points
Respondent's Background, General Experience, and References		15
Respondent's Specialized Qualifications & Experience		15
Quality, Clarity, and Responsiveness of the Service Description		50
Total possible		80

Service Line 3: Training for Children's Services Field		
Evaluation Category	Description	Points
Respondent's Background, General Experience, and References		15
Respondent's Specialized Qualifications & Experience		15
Quality, Clarity, and Responsiveness of the Service Description		50
Total possible		80

CSC Leon will not “score” proposed pricing but will consider it in the best value analysis. The non-price factors above, when combined, are significantly more important than price.

Based on its ranking, the Evaluation Team will establish a competitive range of Responses reasonably susceptible of award. The Evaluation Team will then decide which one or more Respondents in that range will advance to the negotiation phase. The evaluation scoring does not carry forward into the negotiations. The Negotiation Team will not be bound by Evaluation Team scoring during the negotiation phase, but may use it as a reference tool.

SECTION 5 – EVALUATION OF RESPONSES

A. Overview

CSC Leon reserves the right to negotiate different terms, additional terms, and related price adjustments if the Negotiation Team determines that such changes would provide the best value to CSC Leon. Additional operational requirements may be defined and clarifications required.

The format and content of any pricing submissions, including but not limited to BAFOs, may be amended during negotiations at the discretion of the Negotiation Team. The Negotiation Team may require additional technical detail, demonstrations, and documentation during negotiations. The Negotiation Team may request proposed alternative terms or deliverables during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

Negotiation meetings will be conducted in Tallahassee, Florida. CSC Leon reserves the right to schedule negotiations via video or telephone conference (i.e., “virtually”). The Negotiation Team may distribute an agenda in advance of any negotiation session. Representatives for each Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent’s scheduled negotiation meeting(s).

Negotiations will continue as determined by the Negotiation Team, until acceptable terms and conditions are agreed upon through a BAFO, if applicable, or it is determined that an acceptable agreement cannot be reached. CSC Leon reserves the right to conclude negotiations at any time and proceed to contract award.

B. Revised Responses and Best and Final Offers

During the negotiation phase, the Negotiation Team may request clarifications and revisions to Responses (including BAFOs) and identify information to be submitted to CSC Leon until it is satisfied that it has achieved the best value. Failure to provide information requested by the Negotiation Team during the negotiation phase may result in termination of negotiations with the Respondent.

CSC Leon reserves the right to require any Respondent from which it requests a BAFO to sign the final Contract in its submitted BAFO. Once a Contract is awarded, no modifications will be made to the BAFO or any documents that form the final Contract.

C. Other CSC Leon Rights During Negotiations

The Negotiation Team has sole discretion in deciding whether and when to take any of the following actions and to decide the scope and manner of such actions. The Negotiation Team reserves the right at any time during the negotiation phase to:

1. Schedule additional negotiation sessions with any or all Respondents.
2. Require any or all Respondents to provide additional, revised, or final written Responses addressing specific topics, including, but not limited to, modifications to the solicitation specifications, terms and conditions, or business references.
3. Require any or all Respondents to provide revised Responses and written BAFOs.
4. Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.
5. Pursue a Contract with one or more Respondents for the Contract services, including any addenda thereto and any request for additional, revised, or final written Responses or request for Best and Final Offers.
6. Finalize Contract terms and conditions with any Respondent at any time.
7. End negotiations with any or all Respondents at any time, regardless of the status of or schedule of negotiations, and to continue with other Respondents, or not continue with any Respondents.
8. Conclude negotiations at any time and proceed to Contract award.
9. Re-open negotiations with any Respondent, except those deemed non-responsive.
10. Negotiate concurrently or sequentially with competing Respondents).
11. Take any additional, administrative steps deemed necessary in determining the award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
12. Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement.
13. Review and rely on any information contained in the Responses.

14. Request pricing options different from the initial pricing offered by the Respondent.
15. Contact Respondent's customers or other entities with information relevant to the Respondent's responsibility, experience, or ability.
16. Request value-added services from Respondents.

D. Negotiation Meetings Not Open to Public

In accordance with section 286.0113, Florida Statutes, negotiations between CSC Leon and Respondents are exempt from Chapter 286, Florida Statutes, and s. 24(b), Art. I of the State Constitution. Also, any portion of a team meeting at which negotiation strategies are discussed are exempt from section 286.011, Florida Statutes.

CSC Leon will record all meetings of the negotiation team and all negotiation meetings between the Negotiation Team and Respondents, as required by law, and such recordings will eventually become public record pursuant to Chapter 286, Florida Statutes. During negotiations, Respondents must inform the Negotiation Team if any portion of the meetings should be considered confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, so that the Negotiation Team can make appropriate arrangements for the segregation of the recording.

If the Respondent fails to inform the Negotiation Team that any portion of the negotiation meetings should be considered confidential, proprietary, trade secret or otherwise not subject to disclosure, the Negotiation Team is authorized to produce the audio recording in answer to a public records request for these records.

E. Award Recommendation

The Negotiation Team will formulate by consensus a recommendation of Contract(s) award that will provide the best value to CSC Leon based on the following selection criteria:

1. The Respondent's demonstration of its prior relevant experience and the overall professional experience of the Respondent at providing the proposed services.
2. The Respondent's ability and approach to meeting the RFP goals.
3. The Respondent's ability and approach to providing the proposed services.
4. The Respondent's pricing.

"Best value" means the expected outcome of the Contract that, in the Negotiation Team's estimation, provides the greatest overall benefit in response to the RFP requirements.

The Negotiation Team will reduce its recommendation to writing, including a description of the basis of its recommendation, and convey that written recommendation to the Purchasing Official. The written recommendation will be a public record available for inspection (particular details may be redacted as authorized by Florida law).

SECTION 5 – AWARD PROCESS

The following outlines the award and contracting process governing this RFP.

1. The Purchasing Official will convey the Negotiation Team's written recommendation to the Executive Director, for purposes of planning the meeting at which the CSC Leon Governing Council will consider the recommendation.
2. The Purchasing Official will advise in writing (including email) every Respondent of the Negotiation Team's recommendation of award. This notice will include the date, time, and place of the meeting at which the CSC Leon Governing Council will consider the recommendation, which will be at least seven days after the date of the notice. The notice will also describe briefly CSC Leon's protest process.
3. Any protest of a recommended award must be made within seven days after the Purchasing Official communicates notice of the recommended award, and before the CSC Leon Governing Council votes on the recommendation. Failure to provide written notice of protest by certified letter received by CSC Leon within seven days after the Purchasing Official communicates notice of the recommended award will result in respondent waiving its right to protest.
4. No recommendation of award is binding on CSC Leon. Only the CSC Leon Governing Council may approve award of the Contract(s).
5. If the CSC Leon Governing Council votes to award the contract to a vendor other than the one recommended by the Negotiation Team, within three business days after the Council meeting, the Purchasing Official will advise in writing (including email) every Respondent of the Governing Council's decision. No notice will be given if the Governing Council adopts the Negotiation Team's recommendation of award. If notice is given, it will describe briefly the CSC Leon protest process.
6. Any protest of a final award decision must be made within seven days after the Purchasing Official communicates notice of the award decision. There is no right of protest if the Governing Council adopts the recommendation of award.
7. After Governing Council approval of Contract(s) award and the expiration of any protest period, CSC Leon will execute the written Contract through its Council chairperson or authorized designee.

EXHIBIT 1 – DRAFT STATEMENT OF WORK

A. Purpose

As CSC Leon establishes guidelines and requirements for each of its community funding opportunities, the expectation is that the investment will lead to high-quality services available to children, youth and families. CSC Leon desires that the responses to such solicitations will be by providers adequately prepared to meet the expectation. As such, the selected vendor(s) will provide ongoing assessment, training and technical assistance to children's services providers to increase their ability to more competitively respond to CSC Leon funding applications.

Specifically, the objectives are to:

1. Provide technical assistance to community providers seeking to apply for CSC Leon funding.
 - a. Develop and implement a technical assistance plan customized to each unique community funding opportunity released by CSC Leon.
 - b. Technical assistance will be inclusive of all required elements in the RFA process (e.g., organizational chart, theory of change, data collection methods, budgeting, etc.).
2. Develop a Community of Practice (CoP) with organizations not funded in each cycle to provide support in preparation for the next funding cycle application. Support will include:
 - a. Analysis of applications not selected for funding after each award cycle to determine common themes or issues.
 - b. One-on-one and group cohort listening sessions of those not selected to determine perceived training and technical assistance needs.
 - c. Group cohort training sessions addressing CSC Leon's procurement and performance expectations.
 - d. One-on-one coaching sessions to help develop, implement or enhance business best practices to meet CSC Leon's procurement and performance expectations.
 - e. Provide quarterly reports to CSC Leon demonstrating knowledge acquisition and service satisfaction by CoP participants.
3. Develop and deliver a training schedule for the children's services field on topics identified in partnership with CSC Leon (e.g., workplace culture, sustainability planning, board management, etc.).
 - a. Trainings will be a mix of virtual and in-person.
 - b. Trainings will be at least monthly.
 - c. Trainings will be preceded by an assessment of community providers to determine needs.
 - d. Training topics and trainer will be approved by CSC Leon in advance of scheduling or advertising.

B. Definitions

C. Deliverables

1. Service Line 1: Technical Assistance for Grant Seekers

<i>Deliverables</i>	<i>Expectations</i>	<i>Sample Evidence</i>
a. Technical assistance plan and report for Summer 2023 RFA b. Technical assistance plan and report for Priority Funding Cycle 1 RFA c. Technical assistance plan and report for Priority Funding Cycle 2 RFA d. Technical assistance plan and report for Summer 2024 RFA e. Technical assistance plan and report for Priority Funding Cycle 3 RFA	Vendor will conduct assessment of potential applicants to identify strengths and challenges in the application process. Vendor will host at least three trainings per RFA to support accurate and timely submission of proposals (at least one will be held in-person). Vendor will maintain documentation of technical assistance requests, services provided, and progress made.	<ul style="list-style-type: none">• Assessment reports• Training schedule• Training outlines and agendas• Sign-in sheets• TA logs

2. Service Line 2: Communities of Practice for Unselected Applicants

<i>Deliverables</i>	<i>Expectations</i>	<i>Sample Evidence</i>
a. Unfunded analysis and CoP development for Summer 2023 RFA with quarterly reporting b. Unfunded analysis and CoP development for Priority Funding Cycle 1 RFA with quarterly reporting	Vendor will conduct an analysis of applications not selected for funding in each cycle to determine common challenges in the application process. Vendor will convene a “community of practice” with	<ul style="list-style-type: none">• Analysis reports• CoP membership description• Training and coaching schedule• Training and coaching outlines and agendas• Sign-in sheets• TA logs

<p>c. Unfunded analysis and CoP development for Priority Funding Cycle 2 RFA with quarterly reporting</p> <p>d. Unfunded analysis and CoP development for Summer 2024 RFA with quarterly reporting</p>	<p>unfunded applicants to determine perceived training and technical assistance needs.</p> <p>Vendor will develop a schedule of trainings and coaching sessions to help CoP members develop, implement or enhance business best practices to meet CSC Leon's procurement and performance expectations (at least 50% of the total sessions will be held in-person).</p> <p>Vendor will maintain documentation of technical assistance requests, services provided, and progress made.</p>	<ul style="list-style-type: none"> • Satisfaction surveys
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3. Service Line 3: Training for Children's Services Field

<i>Deliverables</i>	<i>Expectations</i>	<i>Sample Evidence</i>
<p>a. Biannual training schedule and report</p>	<p>Vendor will conduct at least two assessments of children's services providers to identify training needs and requests.</p> <p>Vendor will host at least 12 trainings during the life of initial contract (at least 50% will be held in-person).</p> <p>Vendor will administer knowledge acquisition and satisfaction surveys as part of its trainings.</p> <p>Vendor will seek training topic and approval from CSC</p>	<ul style="list-style-type: none"> • Assessment reports • Training schedule • Training outlines and agendas • Sign-in sheets • Knowledge acquisition results • Satisfaction surveys

	Leon in advance of scheduling or advertising.	
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D. Timeline

CSC Leon anticipates issuing a 20-month contract commencing in February 2023 and concluding in September 2024 to correspond with the next five community funding applications. It is expected that technical assistance for grant seekers will be provided for all five of these cycles (preparation dates) but that establishing communities of practice for unselected applicants will occur for the first four of these cycles (in this contract). Training for the field is not funding cycle dependent.

<i>Funding Cycle</i>	<i>Preparation Dates</i>	<i>Service Dates</i>
Summer 2023 RFA	March – April 2023	May-August 2023
Priority Funding Cycle 1 RFA	March – June 2023	July 2023 – September 2024
Priority Funding Cycle 2 RFA	May – September 2023	October 2023 – September 2024
Summer 2024 RFA	March – April 2024	May-August 2024
Priority Funding Cycle 3 RFA	May – September 2024	October 2024 – September 2025

E. Payment Schedule

1. Service Line 1: Technical Assistance for Grant Seekers

<i>Deliverable</i>	<i>Date</i>	<i>Contract Payment</i>
Project Governance Documents, including technical assistance plans for Summer 2023 RFA and Priority Funding Cycle 1 RFA	Mar 01, 2023	10%
Technical assistance plan for Priority Funding Cycle 2 RFA	May 01, 2023	5%
Wrap-up report for Summer 2023 RFA	Jun 01, 2023	15%
Wrap-up report for Priority Funding Cycle 1 RFA	Jun 30, 2023	15%
Wrap-up report for Priority Funding Cycle 2 RFA	Sep 30, 2023	15%
Technical assistance plan for Summer 2024 RFA	Mar 01, 2024	5%
Technical assistance plan for Priority Funding Cycle 3 RFA	May 01, 2024	5%
Wrap-up report for Summer 2024 RFA	Jun 01, 2024	15%

Wrap-up report for Priority Funding Cycle 3 RFA	Sep 30, 2024	15%
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2. Service Line 2: Communities of Practice for Unselected Applicants

<i>Deliverable</i>	<i>Date</i>	<i>Contract Payment</i>
Project Governance Documents	Feb 10, 2023	10%
Unfunded analysis and CoP development plan for Summer 2023 RFA	Jun 01, 2023	10%
Unfunded analysis and CoP development plan for Priority Funding Cycle 1 RFA	Jul 15, 2023	10%
CoP Quarterly Report for Summer 2023 RFA	Sep 15, 2023	10%
Unfunded analysis and CoP development plan for Priority Funding Cycle 2 RFA	Oct 15, 2023	10%
CoP Quarterly Report for Priority Funding Cycle 1 RFA	Oct 30, 2023	10%
CoP Quarterly Report for Priority Funding Cycle 2 RFA	Jan 30, 2024	10%
Unfunded analysis and CoP development plan for Summer 2024 RFA	Jun 01, 2024	10%
Unfunded analysis and CoP development plan for Summer 2024 RFA	Jun 01, 2024	10%
CoP Quarterly Report for Summer 2024 RFA	Sep 15, 2024	10%

3. Service Line 3: Training for Children's Services Field

<i>Deliverable</i>	<i>Date</i>	<i>Contract Payment</i>
Project Governance Documents	Feb 10, 2023	10%
Assessment report 1 and proposed training schedule	Apr 01, 2023	15%
Biannual training report 1	Sep 15, 2023	15%
Assessment report 2 and proposed training schedule	Oct 1, 2023	15%
Biannual training report 2	Mar 14, 2024	15%
Assessment report 3 and proposed training schedule	Apr 01, 2024	15%
Biannual training report 3	Sep 15, 2024	15%

Children's Services Council of Leon County (CSC Leon)

Purchasing Policy

Authority:

- Children's Services Council of Leon County Independent Special District Ordinance (Leon County Ordinance No. 2018-13)
- Section 125.901, Florida Statutes

Version:

- Original (August 19, 2021)

Purpose and Scope:

- This policy outlines the duties and authority of CSC Leon regarding the purchase of goods and services.

Standards

Guiding Principles:

- CSC Leon will spend funds efficiently and in the best interest of CSC Leon and the public.
- All purchases in the operating budget will be procured through one of several purchasing processes authorized by this policy.
- CSC Leon purchasing activities will advance the goals and objectives of the Minority, Women, and Small Business Enterprise Policy of the Office of Economic Vitality.
- CSC Leon will comply with any additional regulatory requirements that may be associated with particular funding sources (e.g., 2 CFR Part 200 for federal awards).

Documentation:

- Documentation sufficient for an audit shall be prepared at the time of purchase.
- A purchase order (written or electronic) is required for the purchase of any good or service, unless the purchase is authorized under a banking procurement-card ("P-card") program that CSC Leon may adopt.

Procurement Ethics:

- All competitive purchases will be fair and equitable as required by this policy.
- CSC Leon employees and contractors involved in or influencing a purchase shall avoid any conflict of interest and shall maintain the highest degree of integrity and fairness throughout the purchasing process.
- CSC Leon council members, employees and contractors shall not influence the purchasing process or communicate with anyone regarding a planned or pending procurement in any manner that may appear to provide anyone an unfair competitive advantage.
- CSC Leon employees shall not purchase or recommend the purchase of goods or services from family members, CSC Leon council members, relatives or friends.

Children's Services Council of Leon County (CSC Leon)

Purchasing Policy

- CSC Leon employees shall not bill personal purchases to any CSC Leon account or P-card or use the CSC Leon tax-exempt number to make personal purchases.

Definitions

Best Value

The expected outcome of a purchase that, in CSC Leon's estimation, provides the greatest overall benefit in response to CSC Leon's requirements.

Bidder, Proposer, Vendor, Contractor

Those seeking to do business, or doing business, with CSC Leon.

Competitive Solicitation

A formal competitive process conducted to achieve a best value outcome for CSC Leon, including, without limitation, an invitation to bid (ITB), a request for proposals (RFP), or an invitation to negotiate (ITN), as described in chapter 287, Florida Statutes, and implementing regulations.

Contract

A formal written document used to contract for goods or services. No agreement shall be enforceable against CSC Leon unless it is in writing and in compliance with this policy.

Online Announcement Service

One or more web-based services providing announcements of contracting opportunities (e.g., Florida Administrative Register, DemandStar, etc.).

Purchasing Official

The individual responsible for CSC Leon's administration of the purchasing process.

Requesting Department

The CSC Leon employee assigned to purchase goods or services acting under the direction and authorization of the director of the department that will use the goods or services.

Responsible Vendor

A vendor that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive Offer

An offer in response to a competitive solicitation that conforms in all material respects to the solicitation requirements.

General Purchasing

Preparing to Purchase:

To prepare a purchase the requesting department shall:

- Estimate the amount of the purchase.
- Review the budget prior to initiating the purchasing process to confirm that funds are budgeted and available.
- Ensure the appropriate approval has been obtained for the purchase.

Expenditure Authorizations:

- The Executive Director is authorized to approve expenditures not reasonably expected to exceed \$10,000 in a fiscal year if such expenditures are authorized in the CSC Leon approved budget.
- Expenditures beyond \$10,000 must be approved by the CSC Leon council, except in emergency situations threatening life or public safety, as determined by the Executive Director, which must be reported in writing to the CSC Leon council chair with reasonable promptness.

Competitive Solicitation Threshold:

Every purchase reasonably expected to exceed a total amount of \$10,000 shall be made via competitive solicitation unless this policy expressly exempts the purchase from competition. Purchases below the competitive threshold shall be made using good business practices, including seeking price quotations. Good business practice indicates that lower-price purchases require less market research, while higher-price purchases demand more market research. Price quotations may be solicited informally or may be obtained via internet research. Market research efforts, including price quotations, shall be documented.

Contract Reporting:

At each CSC Leon council meeting, a complete list of all contracts signed on behalf of CSC Leon during the preceding month shall be included in the meeting materials.

Exemptions from Competitive Solicitation

The following purchases are exempt from competitive solicitation:

- Goods or services available only from a sole source
- Regulated utilities, i.e. water, sanitary sewer, electricity, and solid waste
- Regulated public communications

Children's Services Council of Leon County (CSC Leon)
Purchasing Policy

- Membership dues according to the standards applicable to state agencies pursuant to section 216.345, Florida Statutes
- Interlocal/Intergovernmental agreements (chapter 163, Florida Statutes)
- Real estate lease, license, purchase or sale agreements (which may include concessions), and appraisers
- Legal services, including attorney, paralegal, expert witness, appraisal, arbitrator or mediator services
- Conferences, lectures or specialized training attended by staff
- Staff travel conducted according to section 112.061, Florida Statutes, including conferences
- Specialized training or presentations when the facilitator is paid for the service
- Insurance agreements and policies
- Maintenance agreements or services on proprietary or licensed equipment or software
- Emergency purchases
- Negotiated purchases after the receipt of less than two responses to a competitive solicitation
- Publications, subscriptions, and media (including television, radio, print, internet, and billboard advertising)
- Cooperative purchases (e.g., the State of Florida's state term contracts (section 287.056, Florida Statutes), the federal General Services Administration schedules, the U.S. Communities Purchasing Alliance, the NASPO ValuePoint program)
- Other exceptions provided by state or local law, including but not limited to exceptions codified in section 287.057(3), Florida Statutes.

Competitive Solicitation

Determination of Need:

A requesting department will determine its needs in collaboration with the Purchasing Official.

Scope of Work Development:

CSC Leon will prepare a scope of work, which may include specifications, taking the following into consideration:

- Does the scope of work describe the needs of CSC Leon in terms of essential function or performance required?
- Does the scope of work indicate the end usage or expected results?
- Is the scope of work clear and understandable?
- Does the scope of work encourage competition?
- Are standard specifications available?
- Are there any unusual conditions to be considered?

Children's Services Council of Leon County (CSC Leon)
Purchasing Policy

- If a specific brand or model is referenced, does the scope of work include the term “or approved equal”? If not, is there sufficient documented rationale supporting the use of the specific product?
- Are the deliverables and the payment terms clear?

Competitive Solicitation Process:

- A requesting department, in collaboration with the Purchasing Official, will determine the appropriate form of competitive solicitation process most likely to achieve best value for CSC Leon.
- Generally speaking, CSC Leon will award contracts to responsible vendors that submit responsive offers providing the best value to CSC Leon.
- Best value may be obtained via different processes, and the relative importance of cost or price may vary. For example, where the requirement is clearly definable and the risk of unsuccessful contract performance is minimal, price may be the dominant consideration, and an ITB may be the appropriate process. By contrast, if requirements are less definitive, or if more development work is required, or if performance risk is greater, then technical or past performance considerations may be the dominant considerations, and an RFP or ITN may be the appropriate process.
- In every competitive solicitation, the solicitation documents shall clearly and completely explain the solicitation process. The solicitation documents shall:
 - Identify the Purchasing Official and contact information
 - Identify material deadlines and other logistical details
 - Describe the good or service sought (specifications, scope of work, etc.)
 - Identify the evaluation criteria and process
 - Describe the negotiation process (if any)
 - Identify the award criteria
 - Identify any other considerations material to the solicitation, such as non-price factors often recognized by the State of Florida and local governments conducting competitive award processes (historically disadvantaged business status, veteran preferences, geographic preferences, etc.)
- CSC Leon is not an executive agency of the State of Florida and is not governed by section 287.057, Florida Statutes, or its implementing policies. This policy refers to those statutory competitive solicitation processes for convenience and as a guideline, but they have no binding legal effect on CSC Leon. Every competitive solicitation will be governed by this policy and by the specific terms of the particular solicitation documents.

Public Notice of Competitive Solicitations:

- A brief public notice advertisement will be published via an online announcement service to inform interested parties of opportunities to participate in CSC Leon competitive solicitations and where additional information may be obtained.

Children's Services Council of Leon County (CSC Leon)

Purchasing Policy

- Information related to competitive solicitations will be published on the CSC Leon website.
- Notice of competitive solicitations will identify the responsible Purchasing Official.

Restricted Communications:

- Between the date CSC Leon issues a competitive solicitation and the date CSC Leon publishes notice of its recommended award, no vendor interested in the solicitation, or anyone acting on the vendor's behalf, shall contact any CSC Leon council member, employee, or contractor concerning any aspect of the solicitation, except in writing to the Purchasing Official or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Pre-Bid Conferences:

- A pre-bid conference may be scheduled when it is deemed advisable to allow vendors to consult with CSC Leon representatives to help ensure full mutual understanding of the terms, conditions, and requirements of the solicitation, and, if applicable, to view the site where the work is to be completed.
- This conference shall be scheduled at a time during the solicitation period to allow time for vendors to prepare for the conference and to consider the information provided.
- Vendor conferences may be optional or mandatory dependent on the specific requirements of the procurement.
- Restrictions on discussions between CSC Leon representatives and vendor personnel during the solicitation process are not applicable during pre-bid conferences.

Addenda to Solicitation Documents:

- There may be occasions when it is necessary to change the terms of solicitation documents. Such changes shall be formalized by the release of an addendum.
- The addendum becomes part of, and supersedes, the revised section of the solicitation documents.
- No change to solicitation documents is official unless the change is expressed in an addendum.
- Offers may be rejected by CSC Leon if the vendor fails to acknowledge receipt of all addenda.

Solicitation Committees:

- CSC Leon will form a solicitation committee of at least three members to evaluate responses to an RFP or an ITN and to form a recommendation of award. Solicitation committee composition is subject to Executive Director approval.
- Solicitation committees shall be comprised of qualified personnel and may include individuals from external entities. For an ITN, CSC Leon will bifurcate the evaluation process from the process of negotiation and recommendation of award, and form

Children's Services Council of Leon County (CSC Leon)

Purchasing Policy

separate committees for these purposes, but the same individual(s) may serve during both processes.

- Solicitation committee meetings will comply with the Florida Sunshine Law (chapter 286, Florida Statutes), which includes temporary exemptions during the active solicitation process.
- Solicitation committee members must plan to attend all necessary meetings (e.g., orientation, evaluation, strategy, negotiation) and be prepared to complete all actions required to complete the solicitation process.
- Solicitation committee members shall not discuss any aspect of the evaluation outside of appropriately conducted committee meetings.

Award Process:

- The solicitation committee will formulate by consensus a recommendation of award in accordance with the criteria published in the solicitation documents.
- The solicitation committee will reduce its recommendation to writing, including a description of the basis of its recommendation, and convey that written recommendation to the Purchasing Official. The written recommendation will be a public record available for inspection (particular details may be redacted as authorized by Florida law).
- The Purchasing Official will convey the written recommendation to the Executive Director, for purposes of planning the meeting at which the CSC Leon council will consider the recommendation.
- The Purchasing Official will advise in writing (including email) every vendor that responded to the solicitation of the committee's recommendation of award. This notice will include the date, time, and place of the meeting at which the CSC Leon council will consider the recommendation, which must be at least seven days after the date of the notice. The notice will also describe briefly CSC Leon's protest process.
- Any protest of a recommended award must be made within five days after the Purchasing Official communicates notice of the recommended award, and before the CSC Leon council votes on the recommendation.
- No recommendation of award is binding on CSC Leon. Only the CSC Leon council may approve award of a contract resulting from a competitive solicitation.
- If the CSC Leon council votes to award the contract to a vendor other than the one recommended by the solicitation committee, within three business days after the council meeting the Purchasing Official will advise in writing (including email) every vendor that responded to the solicitation of the council's decision. No notice will be given if the council adopts the committee's recommendation of award. If notice is given, it will describe briefly CSC Leon's protest process.
- Any protest of a final award decision must be made within five days after the Purchasing Official communicates notice of the award decision. There is no right of protest if the council adopts the recommendation of award.

Children's Services Council of Leon County (CSC Leon)
Purchasing Policy

- After council approval of a contract award and the expiration of any protest period, CSC Leon will execute the written contract through its council chairperson or authorized designee.

Debriefing of Unsuccessful Responding Vendors:

- Within 30 days after CSC Leon executes a contract resulting from a competitive solicitation, any vendor that participated in the process may request a formal debriefing regarding the evaluation of its proposal.
- Debriefings may be conducted by conference call or in person. CSC Leon will be represented by the Purchasing Official, and may also be represented by one or more members of a solicitation committee.
- Discussion will be limited to issues regarding the proposal submitted by the vendor requesting the debriefing and will be focused on information intended to enable the vendor to respond in a more successful manner in the future.

Protest Process:

- CSC Leon encourages prompt and fair handling of all complaints and disputes with the business community. CSC Leon will resolve disputed matters in an equitable manner.
- Any vendor allegedly aggrieved in connection with a competitive solicitation or other purchasing action must file a written protest with the Purchasing Official within five days after notice of the action. The written protest shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.
- Within seven days of receipt of the written protest, the Purchasing Official will arrange a meeting of a Protest Committee and the affected parties. The Protest Committee shall consist of the Executive Director and at least one other CSC Leon employee not previously involved personally and substantially in the action at issue. The Purchasing Official shall act as a hearing coordinator and the CSC Leon attorney or designee may be requested to attend. The Purchasing Official or designee shall record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the protestor finds the decision of the Protest Committee acceptable.
- In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Executive Director will schedule the matter before the CSC Leon council, including the details of the protest and the Protest Committee's recommendation. The affected parties may appear before the CSC Leon council as a final means of administrative remedy.

Children's Services Council of Leon County (CSC Leon)

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- CSC Leon is not subject to the Administrative Procedures Act (chapter 120, Florida Statutes). If a vendor disputes a purchasing decision of the CSC Leon council, the vendor must seek relief in the appropriate court.
- Failure to observe the above process shall constitute a waiver the right to protest a purchasing action. In the event of a timely protest, CSC Leon shall not proceed further with the action until final resolution by the Protest Committee or the CSC Leon council, unless the Executive Director determines in writing that action must be taken immediately to protect the public interest.

Purchases Subject to Statutory Requirements:

The following purchases are subject to statutory requirements of the State of Florida, which will apply in addition to this policy, and control to the extent inconsistent:

Auditing:

- Purchase of annual auditing services is governed by section 218.391, Florida Statutes.

Professional Services:

- Purchase of certain professional services is governed by the Consultants' Competitive Negotiation Act, section 287.055 Florida Statutes, in particular, architects, engineers, landscape architects, design-builders, and surveyors and mappers.

Construction Contractors:

- Construction of public projects is governed by section 255.20, Florida Statutes.

Guidance provided by General Counsel, Mr. Fred Springer, regarding best practice recommendation to develop separate policy or guidance governing competitive procurements for community investments (grants) versus the purchase of goods and services.
(Taken from Chapter 2 of the Electronic Code of Federal Regulations)

§ 200.331 [Subrecipient](#) and [contractor](#) determinations.

The [non-Federal entity](#) may concurrently receive [Federal awards](#) as a [recipient](#), a [subrecipient](#), and a [contractor](#), depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a [pass-through entity](#) must make case-by-case determinations whether each agreement it makes for the disbursement of [Federal program](#) funds casts the party receiving the funds in the role of a [subrecipient](#) or a [contractor](#). The [Federal awarding agency](#) may supply and require [recipients](#) to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

(a) *Subrecipients.* A [subaward](#) is for the purpose of carrying out a portion of a [Federal award](#) and creates a Federal assistance relationship with the [subrecipient](#). See definition for *Subaward* in [§ 200.1](#) of this part. Characteristics which support the classification of the [non-Federal entity](#) as a [subrecipient](#) include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a [Federal program](#) were met;
- (3) Has responsibility for programmatic decision-making;
- (4) Is responsible for adherence to applicable [Federal program](#) requirements specified in the [Federal award](#); and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the [pass-through entity](#).

(b) *Contractors.* A [contract](#) is for the purpose of obtaining goods and services for the [non-Federal entity](#)'s own use and creates a procurement relationship with the [contractor](#). See the definition of *contract* in [§ 200.1](#) of this part. Characteristics indicative of a procurement relationship between the [non-Federal entity](#) and a [contractor](#) are when the contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the [Federal program](#); and

(5) Is not subject to compliance requirements of the [Federal program](#) as a result of the agreement, though similar requirements may apply for other reasons.

(c) *Use of judgment in making determination.* In determining whether an agreement between a [pass-through entity](#) and another [non-Federal entity](#) casts the latter as a [subrecipient](#) or a [contractor](#), the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the [pass-through entity](#) must use judgment in classifying each agreement as a [subaward](#) or a procurement [contract](#).



PROGRAM and FUNDING POLICIES

**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

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*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 wellbeing. 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 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 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.

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 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:

- **Healthy Children**
- **Strong Families**
- **Safe Communities**
- **Success in School and Life**
 - **Early Learning & Development**
 - **Youth Development/Academic Support**

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.

4.3. Partnership Funding

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
- 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.

4.4 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.

4.5. 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 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 organization'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.

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, 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 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.

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

- The Provider shall maintain, during 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. 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 utilize a motor vehicle owned or leased by the Provider for the provision of services paid for by CSCMC, pursuant to the CSCMC Contract, then the Provider shall maintain during 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 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.
- 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 coverage, the Provider's 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 contract manager, or other designated CSCMC staff member, if the subcontract is executed during the contract 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.

- 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 circumstances that require the police or Department of Children and Families (DCF) to be called.
- The Provider is obligated to disclose to CSCMC of any investigations or legal actions occurring against the Provider or its subcontractors.
- 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 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 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 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 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 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.