

Contract
between
Children's Services Council of Martin County
and
Martin County
for
After School / Out of School

I. PURPOSE

The Children's Services Council of Martin County, hereinafter referred to as "CSCMC", and Martin County, hereinafter referred to as "Provider", enter into this mutual Contract, including all its Attachments referred to herein for the period commencing **October 1, 2021, and extending through September 30, 2022.**

II. STAFF

The Provider agrees to employ staff, at its expense, to execute services provided in accordance with this Contract. Such individuals shall not be considered employees of CSCMC and are subject to the supervision, personnel practices, and policies of the Provider. Unless otherwise approved by CSCMC, all staff shall meet qualifications, as stated in the submitted CSCMC Application and job descriptions, and any approved revisions.

III. SERVICES

1. The Provider agrees to deliver services to accomplish the performance measurement targets set forth in the contract and any Special Conditions set forth in Section IX of this contract, in accordance with recognized child welfare practices as determined by CSCMC.
2. The Provider agrees to provide services only to Martin County residents with the funding provided by the Children's Services Council of Martin County.
3. All CSCMC-funded programs must participate in the fiscal and program components of the Services and Activities Management Information System (SAMIS).
4. Entry into this mutual Contract constitutes agreement by the Provider to follow the policies and procedures contained in the CSCMC Program and Funding Policies, which are incorporated into this Contract as if set forth in full herein, and to provide services in the manner defined in the CSCMC Application and Supporting Documents submitted by the Provider.

The Provider has read CSCMC's Program and Funding Policies. By signing this document, Provider is bound to and hereby agrees to comply with all of the policies and procedures contained in the CSCMC Program and Funding Policies Document as written by CSCMC or as modified and agreed upon by both parties.

_____ (Provider's President / C.E.O., or equivalent Initials)

_____ (Provider's Board of Directors Chair/President Initials)

IV. FUNDS

1. The budget for both CSCMC and other funds (if any) for accomplishing the above stated services are set forth in the approved Budget which is included in this contract. CSCMC agrees to reimburse up to **\$327,997.10** for actual costs incurred for services rendered pursuant to and in accordance with this Contract.
2. All grant allocations are payable from funds appropriated on an annual basis. Notwithstanding anything to the contrary in this Contract, the obligation of CSCMC to provide funding for any year is subject to annual budget and appropriation.

V. METHOD OF PAYMENT

1. CSCMC issues payment on a cost-reimbursement basis. Expenses incurred by the program that were included in the approved budget in SAMIS will be reimbursed. Requests for payment must be completed monthly and submitted by the 10th of each month, following the month of expenditure. Under normal circumstances, reimbursement requests submitted by the 10th of the month will be processed by the end of the month. Final reimbursement is made only after completion of fiscal review by CSCMC and submission of end-of-year program statistics to CSCMC. Failure to submit program statistics may result in forfeiture of any remaining program funds.

VI. TERMINATION

1. It is the intent of CSCMC to assure a consistent and orderly delivery of children's services. It is also the intent of CSCMC to terminate contracts in those situations where such action is essential for protection of its interest and the interest of children, as solely determined by CSCMC.
2. Except as provided in Subparagraphs 3 and 4 below, this Contract may be terminated without cause by either party upon no less than 30-days notice to the other. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. CSCMC will reimburse the Provider for all allowable expenses up to the date of termination.
3. In the event that funds to finance this Contract become unavailable, CSCMC may terminate this Contract upon no less than 24 hours notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. CSCMC shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management, to provide 30-days notice for termination for lack of funds. CSCMC shall be the final authority as to the availability of funds and the extension of notice beyond the minimum time herein stated. Notwithstanding the foregoing, this Contract shall automatically terminate if CSCMC does not budget and appropriate sufficient funding to make grant payments for any given year.
4. In addition to the rights, as set forth in Paragraph 2 above, this Contract may be terminated by CSCMC for any breach by the Provider of the terms of this Contract, including all its Attachments, and the CSCMC Program and Funding Policies document, upon 24-hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. CSCMC, at its discretion, may waive any breach by the Provider in writing, but such waiver shall not constitute a waiver of any future breaches, including breaches of the same type. Provided, however, CSCMC agrees to pay for all the Provider's services and expenses incurred pursuant to and in accordance with this agreement up to the date of termination.
5. The above provisions shall not limit CSCMC's right to legal remedies.

VII. INDEMNIFICATION, HOLD HARMLESS; LIABILITY

1. Subject to the limitations specified in Section 768.28 Florida Statutes, the Provider agrees to be solely responsible for any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments, and damages accruing, including court costs and attorney's fees, as a result of services performed or not performed, or any negligent act by the Provider, its officers, employees, representatives, or volunteers. Nothing herein is intended to serve as a waiver of the Provider's sovereign immunity or the provisions of Section 768.28 Florida Statutes, nor shall the same be construed to constitute a consent to be sued by a third party nor an agreement to indemnify CSCMC or any third party for their negligent, willful or intentional acts or omissions.
2. Provider is a member of the Treasure Coast Risk Management Program (TRICO), which is a qualified self-insurer in the State of Florida and is granted immunity under Florida Statute 768.28 (as it is now written and as it may be amended by the legislature at future dates). Liability is limited to the amount provided by Section 768.28, F.S. for negligent acts of the Board of County Commissioners. Since this immunity cannot be extended to individuals, corporations, or other than governmental agencies, this eliminates the possibility of naming CSCMC as an additional named insured. Workers Compensation Insurance: Statutory Limits provided; \$1,000,000 Employer Liability Coverage.

To the extent permitted by law, the Provider shall require any subcontractor used by the Provider that provides services paid for with CSCMC funds to indemnify and hold harmless CSCMC from liability on account of any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments, and damages accruing, including court costs and attorney's fees, as a result of services performed or not performed, any negligent act by the subcontractor, or any action arising out of the operation of this Contract.

VII. INDEMNIFICATION, HOLD HARMLESS; LIABILITY (continued)

The Provider shall require any subcontractor used by the Provider for services paid for with CSCMC funds to provide proof of general liability insurance coverage at a level deemed adequate by CSCMC and any other insurance coverage deemed reasonably necessary by CSCMC, which insurance shall be maintained at all times during the existence of this Contract. Upon the Provider entering into an agreement with any subcontractor to provide services contemplated under the Provider's Contract with CSCMC, the Provider shall furnish CSCMC with a current Certificate of Liability Insurance from the subcontractor listing CSCMC as the Certificate Holder and an Additional Insured with respect to General Liability, and shall contain a provision that such coverages afforded under the policies shall not have any material change or be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Children's Services Council of Martin County.

VIII. COMMENCEMENT OF PAYMENT

Unless specifically authorized by CSCMC, payment for services rendered under this Contract shall not commence prior to its effective date, which is the date of Contract execution.

IX. SPECIAL CONDITIONS

The Attachments referenced in this Contract are hereby made a part of this Contract and incorporated herein and to the extent that any term in said Attachments conflicts with any term of this Contract, the terms of the Attachment shall control to the extent of such conflict.

The following condition(s) apply to this CSCMC-funded program:

--- Provider will participate in the Prime Time Martin County Out-of-School Time (OST) Quality Improvement (QI) Initiative, including all assessment, training, satisfaction survey activities, and ongoing Quality Improvement services, including improvement plan development, self-assessment training and progress checks.

--- Provider will attend both (2 of 2) Prime Time Martin County-based professional development trainings and the Prime Time Annual Symposium as well as recommended training events, via a minimum of two (2) OST staff per OST program site. Recommend OST programs prioritize sending new staff to the trainings whenever possible with the ultimate goal of having all staff trained to increase overall program quality.

--- Provider is required to obtain and keep on file documentation signed by adults or a parent/legal guardian of children participating in this Contract's CSCMC-funded program, including but not limited to, the document entitled "Acknowledgement of Risks and Waiver of Liability Relating to the Coronavirus/COVID-19" provided by CSCMC to the Provider. This document, and any other documents provided by CSCMC to the Provider, must NOT be amended without the written consent by CSCMC.

--- Whenever possible, the Provider is required to follow the Centers for Disease Control and Prevention guidelines as documented on its website, www.cdc.gov, to reduce the likelihood of transmission of COVID-19 to this Contract's CSCMC funded-program's participants, staff, subcontractors, and other individuals entering the facilities that are utilized for the provision of services pursuant to this Contract. Providers will submit COVID-19 related protocol documentation to CSCMC upon request.

--- The Performance Measurement pertaining to the Martin County School District Benchmark Advance results will not be factored into the overall calculation of the CSCMC End-of-Year Performance Report for the 2021-2022 contract year.

--- Summer Slide Prevention support is a mandatory programming component. Academic ELA/Literacy support services must be delivered by certified teachers. Summer slide prevention support services provided must focus on ELA/Literacy topics. At a minimum, kindergarten, first and second grade students must be included in the summer slide support services.

X. CONTRACT COMPONENTS AND REVISIONS (CSCMC Policy 2.5)

The CSCMC Contract including, but not limited to, the Program and Funding Policies, 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.

XI. CONTRACT WAIVER (*CSCMC Policy 2.6*)

CSCMC reserves the right to waive requirements of this CSCMC Contract and its Attachments when warranted.

XII. ASSIGNMENTS AND SUBCONTRACTS (*CSCMC Policy 5.9*)

The Provider shall not assign the responsibility of this CSCMC Contract to another party or subcontract for any of the services provided under this CSCMC Contract without prior written approval of CSCMC. The 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 this CSCMC Contract.

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

All such assignments or subcontracts for which CSCMC funds are utilized shall be subject to the conditions of this 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.

XIII. NONDISCRIMINATION POLICY (*CSCMC Policy 5.7*)

The Provider agrees that it does not and shall 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 the identified community needs, per the current CSCMC Strategic Plan.

XIV. PUBLIC RECORDS RETENTION (*CSCMC Policy 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 for the five year retention period, all records shall be retained until completion of such action and resolution of all issues which arise from it.

XV. PUBLIC RECORDS LAW COMPLIANCE (*CSCMC Policy 5.16*)

CSCMC and the Provider are both public agencies in Florida and as such, are subject to the Public Records Laws of Florida (Florida Statutes, Chapter 119). The Provider and CSCMC shall comply with Florida's Public Records Laws, and if the Provider meets the definition of "Contractor" as defined in Section 119.071, the Provider shall:

Keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of this 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.

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 this CSCMC Contract term and following completion of this CSCMC Contract if the Provider does not transfer the records to CSCMC.

XV. PUBLIC RECORDS LAW COMPLIANCE (CSCMC Policy 5.16) (continued)

Upon completion of this CSCMC Contract, the Provider will transfer, at no cost, to CSCMC all public records in possession of the Provider or keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of this CSCMC Contract. If the Provider transfers all public records to CSCMC upon completion of this CSCMC Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of this CSCMC Contract, the 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 THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CSCMC CONTRACT, CONTACT THE CSCMC CUSTODIAN OF PUBLIC RECORDS AT CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY, 101 S.E. CENTRAL PARKWAY, STUART, FL 34994-5905; (772) 288-5758; cscmc@cscmc.org.

XVI. TRANSPORTATION

If children are being transported by, or on behalf of, the Provider, whether in Provider owned, rental, or non-owned vehicles, the Provider must comply with the following requirements:

- All drivers must have a valid driver's license with the appropriate class certification (if applicable). A copy of each driver's license must be on file with the Provider.
- All vehicles must be insured as specified in this Contract and the Program and Funding Policies.
- A transportation permission form must be signed by the parent or guardian of each child being transported. A copy of each form must be on file with the Provider.

XVII. MISCELLANEOUS PROVISIONS

1. Entire Agreement. This Contract, including its Attachments and other incorporated documents, contains all the terms and conditions agreed upon by the parties with respect to the subject matter of this Contract. No other agreements regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
2. Severability. If any provision of this Contract or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
3. No Third-Party Benefits. The parties to this Contract do not intend any provision of this Contract to create any third-party beneficiaries or to confer any benefit or enforceable right upon anyone other than the parties hereto.
4. Sovereign Immunity. This Contract shall not be construed as constituting a waiver of any rights to sovereign immunity granted to the CSCMC or Provider under the laws or Constitution of the State of Florida.
5. Compliance with Laws. In performing its obligations hereunder, each party agrees to comply in all material respects with all applicable laws, rules and regulations. During the term of this Contract, the Provider shall ensure that it is duly organized, validly existing and in good standing under the laws of Florida. If the CSCMC becomes aware that a Provider's corporate status has been administratively dissolved or is otherwise not active, the CSCMC may terminate the Contract if the Provider does not have its corporate status reinstated within thirty (30) days written notice by the CSCMC.
6. Waiver of Jury Trial and Remedies. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

XVII. MISCELLANEOUS PROVISIONS (continued)

7. Public Entity Crimes. The Provider acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or replay on a contract to provide any goods or services to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes for Category Two (currently \$35,000.00) for a period of 36 months following the date of being placed on the convicted vendor list.
8. Time. Time is of the essence in all respects under this Contract.
9. Scrutinized Companies.
 1. Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel and shall execute the CSCMC's "Provider Certification Form Regarding Scrutinized Companies". Pursuant to section 287.135, Florida Statutes, the CSCMC may immediately terminate this Contract, at its sole option, if the Provider or any of its subcontractors are found to have submitted a false certification; or if the Provider or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.
 2. The Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
 3. The Provider agrees that the certifications in this section shall be effective and relied upon by the CSCMC for the term of this Contract, including any and all renewals.
 4. The Provider agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Provider shall immediately notify the CSCMC of the same.
 5. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.
10. Notices. All notices required to be given pursuant to this Contract shall be sent or delivered to the following addresses: CSCMC at 101 S.E. Central Parkway, Stuart, Florida 34994.
11. E-Verify - Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Provider shall:
 1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
 3. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
 4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
 6. Be aware that if the CSCMC terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Provider may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CSCMC as a result of the termination of the Agreement.

The following CSCMC policies, as stated in the CSCMC Program and Funding Policies document (February 2021 version) are amended as requested by the Provider in the letter dated July 8, 2021, from Kevin V. Abbate, Parks and Recreation Director, to David Heaton, Executive Director for CSCMC, as approved at the August 23, 2021, CSCMC Council Meeting.

Insurance (CSCMC Policy 5.6)

Prior to commencing any services under the CSCMC Contract, the Provider shall be responsible for providing to CSCMC proof of the following Liability Insurance and Workers Compensation Insurance:

Provider is a member of the Treasure Coast Risk Management Program (TRICO), which is a qualified self-insurer in the State of Florida and is granted immunity under Florida Statute 768.28 (as it is now written and as it may be amended by the legislature at future dates). Liability is limited to the amount provided by Section 768.28, F.S. for negligent acts of the Board of County Commissioners. Since this immunity cannot be extended to individuals, corporations, or other than governmental agencies, this eliminates the possibility of naming CSCMC as an additional named insured. Workers Compensation Insurance: Statutory Limits provided; \$1,000,000 Employer Liability Coverage.

Insurance (CSCMC Policy 5.6) (continued)

To the extent permitted by law, the Provider shall require any subcontractor used by the Provider that provides services paid for with CSCMC funds to indemnify and hold harmless CSCMC from liability on account of any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments, and damages accruing, including court costs and attorney's fees, as a result of services performed or not performed, any negligent act by the subcontractor, or any action arising out of the operation of this Contract.

The Provider shall require any subcontractor used by the Provider for services paid for with CSCMC funds to provide proof of general liability insurance coverage at a level deemed adequate by CSCMC and any other insurance coverage deemed reasonably necessary by CSCMC, which insurance shall be maintained at all times during the existence of this Contract. Upon the Provider entering into an agreement with any subcontractor to provide services contemplated under the Provider's Contract with CSCMC, the Provider shall furnish CSCMC with a current Certificate of Liability Insurance from the subcontractor listing CSCMC as the Certificate Holder and an Additional Insured with respect to General Liability and shall contain a provision that such coverages afforded under the policies shall not have any material change or be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Children's Services Council of Martin County.

The following language of CSCMC Policy 5.6 Insurance remains intact:

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 language in the first bullet point of CSCMC Policy 5.6 Insurance regarding Commercial General Liability Insurance does not apply to Martin County because it is self-insured and is a governmental entity. The language in the second and fifth bullet points of this policy, regarding Comprehensive Automobile Liability Insurance and Professional Liability Insurance, does not apply to the After School / Out of School program's services. Should the program services change with prior notification to CSCMC, these insurance coverages may become necessary and would require proof of insurance submission to CSCMC.

The following language in the third, fourth, and sixth bullet points of CSCMC Policy 5.6 Insurance remains intact:

- 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.
- 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.

The following language in the seventh bulleted point of CSCMC Policy 5.6 Insurance has been modified as it applies to subcontractors used by the County that provides services paid for with CSCMC funds:

- 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 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.

The following language in the seventh bulleted point of CSCMC Policy 5.6 Insurance has been modified as it applies to subcontractors used by the County that provides services paid for with CSCMC funds:

- 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 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.

Confidential Information (*CSCMC Policy 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. The parties recognize that Provider is a local government subject to the Public Records Law, Chapter 119, Florida Statutes, and Provider is required to make Provider's records available to the public upon a public records request unless a specific exemption applies.

Community Outreach: Community Outreach Requirements (*CSCMC Policy 5.11 Excerpt*)

The Provider can comply with all of the requirements of CSCMC Policy 5.11 Community Outreach except as amended below:

- When a CSCMC-funded program is highlighted, the CSCMC logo below the words "Proudly Supported By" must be prominently displayed on all Provider outreach sources, including:

**Martin County
After School / Out of School**

**PERFORMANCE MEASUREMENTS
FY 2021-2022**

Participant Level Performance Measurements (CDG)

All Primary Participants will be measured through the Performance Measurement reporting module in SAMIS within a twelve-month period. The Provider agrees to collect performance measurement data using the method agreed upon by the Provider and CSCMC staff. Any change to the agreed upon method of measurement must first be negotiated with CSCMC staff.

<u>Performance Measure ID</u>	<u>Performance Measure Description</u>	<u>Target Level %</u>
2758	Participants who regularly attend the program (8 or more days per month) will have no new referrals to the Department of Juvenile Justice while enrolled in the program as measured by DJJ data at academic year-end. Measured by the % of Afterschool and prior Summer enrollees that meet or exceed set attendance rate, with a new DJJ referral (of any type) during academic year. Provide same data for participants that attend below set attendance rate.	90%
2848	Participants who complete one, two or three of the Botvin K-2 Bully Stopper activities will improve in the number of correct responses, any point value, in comparing total post- to total pre-score.	85%
2842	Participants who complete the Botvin LifeSkills Elementary School (Section B) curricula will improve overall knowledge (anti-smoking, life skills) as measured by improved score on post-test, of any point value increase above pre-score.	85%
2843	Participants who complete the Botvin LifeSkills Elementary School (Section C) curricula will increase anti-drinking, anti-smoking attitudes as measured by improved score on post-test of any point value increase above pre-score.	85%
2844	Participants who complete the Botvin LifeSkills Middle School (Section B) curricula will improve overall knowledge (anti-smoking, life skills) as measured by improved score on post-test, of any point value increase above pre-score.	85%
2845	Participants who complete the Botvin LifeSkills Middle School (Section C) curricula will increase anti-drinking, anti-smoking attitudes as measured by improved score on post-test of any point value increase above pre-score.	85%
2846	Participants who complete the Botvin LifeSkills High School (Section B) curricula will improve overall knowledge (anti-smoking, life skills) as measured by improved score on post-test, of any point value increase above pre-score.	85%
2847	Participants who complete the Botvin LifeSkills High School (Section C) curricula will increase anti-drinking, anti-smoking attitudes as measured by improved score on post-test of any point value increase above pre-score.	85%
2889	100% of MCSD students in grades K through 5 will score a 60% or higher on the Benchmark Advance Interim Assessment 4.	100%

**Martin County
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**PERFORMANCE MEASUREMENTS
FY 2021-2022**

Manual Performance Measurements

<u>Performance Measure ID</u>	<u>Performance Measure Description</u>
MPM-3806	Strategies to Promote Inclusion of All Members, Especially Among Sedentary Youth: Describe the strategies staff implemented to promote inclusion of all youth in physical activities, especially sedentary youth. Some recommendations are included in the SPARK After School Curriculum such as emphasize cooperative games and play; de-emphasize competition, incorporate music and rhythms to assist in motivating participants. Describe any training or supervision provided to staff on how to incorporate Inclusion Strategies into physical activity programming.
MPM-3807	At the end of the 'Xtreme' Teen (2021) Summer Program, provide: a. the total unique number of teen attendees, at any level of attendance, b. for each week, the unique number of teens that attended; c. for each week, a brief list of the activities (name/type) provided specifically for teens; and d. the total number of teens that completed/achieved First Aid/CPR Certification.
MPM-3832	By the mid-year review visit, submit a brief plan that describes how CSCMC allocated Summer Slide prevention funds will be used, per the contracted Special Condition. Please include the language and literacy-focused activities and/or curriculum, staff credentials/name of contracted academic support provider, tentative schedule and minimum hours of exposure available per age/grade, skills focus (e.g., fluency, sight words, phonemics, etc.) and, if applicable, measurements of skills that will be collected.
MPM-3833	At contract year-end, submit a brief narrative that describes the program's Summer Slide prevention language/literacy activities, including number of children served, by age/grade, hours of exposure made available per age/grade, and, as available, a summary of skills assessment data.

**Martin County
After School / Out of School**

**PERFORMANCE MEASUREMENTS
FY 2021-2022**

**Contracted Service Levels
Participant Level Minimum Service Levels (CDG)**

Primary Participants

Contracted Primary Youth:	240
Contracted Primary Adults:	0
Total Contracted Primary Participants:	240

Secondary Participants

Estimated Secondary Youth:	0
Estimated Secondary Adults:	0
Total Estimated Secondary Participants:	0

**Group Level Minimum Service Levels (Group Activity)
Section I: Minimum Service Levels for Group Activity**

Contracted Group Youth:	1200
Contracted Group Adults:	0
Total Contracted Group Participants:	1200

Minimum Service Level ID

Minimum Service Level Description

Martin County
After School / Out of School

CURRENT & PROPOSED OPERATING BUDGET

(ROUND NUMBERS UP TO THE NEAREST DOLLAR)

ACCT# TITLE	(1) 1020-0921 PROG. BUDG.	(2) 2021-2022 PROG. BUDG.	(3) % CHG.	(4) 1020-0921 ORIG. ALLOC.	(5) 2021-2022 ORIG. ALLOC.	(6) % CHG.
Salary Accounts:						
569.120 Regular Salaries and Wages	\$0.00	\$277,748.71	100.00%	\$0.00	\$68,864.63	100.00%
Total Salary:	\$0.00	\$277,748.71	100.00%	\$0.00	\$68,864.63	100.00%

Fringe Accounts:						
569.210 FICA	\$0.00	\$21,247.77	100.00%	\$0.00	\$0.00	0.00%
569.220 Retirement Contributions	\$0.00	\$30,080.17	100.00%	\$0.00	\$0.00	0.00%
569.230 Life and Health Insurance	\$0.00	\$93,507.65	100.00%	\$0.00	\$0.00	0.00%
569.240 Workers Compensation	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%
569.250 Unemployment Compensation	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%
Total Fringe:	\$0.00	\$144,835.59	100.00%	\$0.00	\$0.00	0.00%

Operating Expense Accounts:						
569.270 Conference/Training	\$0.00	\$750.00	100.00%	\$0.00	\$0.00	0.00%
569.280 Office Supplies	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%
569.300 Postage	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%
569.330 Printing & Copying	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%

ACCT# TITLE	(1) 1020-0921 PROG. BUDG.	(2) 2021-2022 PROG. BUDG.	(3) % CHG.	(4) 1020-0921 ORIG. ALLOC.	(5) 2021-2022 ORIG. ALLOC.	(6) % CHG.
569.450 Other/Miscellaneous	\$0.00	\$317,535.00	100.00%	\$0.00	\$199,382.47	100.00%
569.460 Other/Contract	\$0.00	\$50,750.00	100.00%	\$0.00	\$50,750.00	100.00%
569.470 Program Supplies	\$0.00	\$9,000.00	100.00%	\$0.00	\$9,000.00	100.00%
569.480 Other/Special Project	\$0.00	\$15,187.50	100.00%	\$0.00	\$0.00	0.00%
Total Operating Expense:	\$0.00	\$393,222.50	100.00%	\$0.00	\$259,132.47	100.00%
Total Program Expenses:	\$0.00	\$815,806.80	100.00%	\$0.00	\$327,997.10	100.00%

Martin County
After School / Out of School

SALARY AND FRINGE PREPARATION
FISCAL YEAR 2021-2022

Position	Staff	% Time Hrs/Wk # Wks	Gross Salary 2021-2022	Salary In Program 2021-2022	Fringe In Program 2021-2022	CSCMC Request For Salary 2021-2022	CSCMC Request For Fringe 2021- 2022	Salary Funding % 2021-2022
Administrative Specialist 2 (2385) (2358)	Shearer, Amanda (2675)	30% 40 52	\$42,881.30	\$12,864.39	\$4,512.13	\$0.00	\$0.00	0.00%
Recreation Coordinator (2232) (2189)	Anderson, Jesse (2172)	100% 40 52	\$40,120.80	\$40,120.80	\$25,721.03	\$10,030.20	\$0.00	25.00%
Recreation Coordinator (2234) (2191)	Paseta, Jorge (2350)	100% 40 52	\$40,120.80	\$40,120.80	\$25,721.03	\$10,030.20	\$0.00	25.00%
Recreation Coordinator (2236) (2193)	Difre, Jordan (2507)	100% 40 52	\$39,043.40	\$39,043.40	\$14,329.56	\$39,043.40	\$0.00	100.00%
Recreation Coordinator (2238) (2195)	Swanson, Scott (2506)	100% 40 52	\$39,043.30	\$39,043.40	\$25,521.92	\$9,760.83	\$0.00	25.00%
Recreation Supervisor (2239) (2196)		75% 40 52	\$50,286.66	\$37,715.00	\$20,699.76	\$0.00	\$0.00	0.00%
Recreation Supervisor (2240) (2197)	Jones, Annette (1872)	65% 40 52	\$59,026.47	\$38,367.20	\$11,714.59	\$0.00	\$0.00	0.00%
Recreation Supervisor (2241) (2198)	Mihalik, Lauren (2509)	60% 40 52	\$50,789.53	\$30,473.72	\$16,615.57	\$0.00	\$0.00	0.00%
TOTALS:			\$361,312.26	\$277,748.71	\$144,835.59	\$68,864.63	\$0.00	24.79%

**Martin County
After School / Out of School**

**PROGRAM BUDGET REPORT
FISCAL YEAR 2021-2022**

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
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Salary and Fringe Narrative

569.120	Regular Salaries and Wages		\$277,748.71	\$68,864.63	\$0.00
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Other Funders

Funding Organization	Amount
Board of County Commissioners - Martin County	\$208,884.08
Total:	\$208,884.08

569.210	FICA		\$21,247.77	\$0.00	\$0.00
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Other Funders

Funding Organization	Amount
Board of County Commissioners - Martin County	\$21,247.77
Total:	\$21,247.77

569.220	Retirement Contributions		\$30,080.17	\$0.00	\$0.00
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Other Funders

Funding Organization	Amount
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Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
	Board of County Commissioners - Martin County	\$30,080.17			
		Total:	\$30,080.17		
569.230	Life and Health Insurance		\$93,507.65	\$0.00	\$0.00
	<u>Other Funders</u>				
	Funding Organization	Amount			
	Board of County Commissioners - Martin County	\$93,507.65			
		Total:	\$93,507.65		
569.240	Workers Compensation		\$0.00	\$0.00	\$0.00
	<u>Other Funders</u>				
	Funding Organization	Amount			
		Total:	\$0.00		
569.250	Unemployment Compensation		\$0.00	\$0.00	\$0.00
	<u>Other Funders</u>				
	Funding Organization	Amount			
		Total:	\$0.00		
Salary and Fringe Totals:			\$422,584.30	\$68,864.63	\$0.00

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
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Operating Expense Budget Narrative

569.270		10/01/2021 to 09/30/2022- State required Child Care Facility Licensing requirements and training.	\$750.00	\$0.00	\$0.00
	Conference/Training				
		Original Budget Calculation 750			

Other Funders

Funding Organization	Amount
Board of County Commissioners - Martin County	\$750.00
Total:	\$750.00

569.280			\$0.00	\$0.00	\$0.00
	Office Supplies				
		Original Budget Calculation			

Other Funders

Funding Organization	Amount
Total:	\$0.00

569.300			\$0.00	\$0.00	\$0.00
	Postage				
		Original Budget Calculation			

Other Funders

Funding Organization	Amount
Total:	\$0.00

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
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569.330			\$0.00	\$0.00	\$0.00
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Printing & Copying

Original Budget Calculation

Other Funders

Funding Organization

Amount

Total: \$0.00

569.450		10/01/2021 to 09/30/2022 From October 1st - May 27th - (3) Recreation Leaders @ \$19.83/Hour x 40Hours/Week x 34Weeks = \$80,906 (6) Recreation Aides @ \$17.65/Hour x 30Hours/Week x 34Weeks = \$108,018 From May 30th - July 30th - (3) Recreation Leaders @ \$19.83/Hour x 40Hours/Week x 9Weeks = \$21,416, (9) Recreation Aides @ \$17.65/Hour x 40Hours/Week x 9Weeks = \$57,186 From August 1st - September 30th - (3) Recreation Leaders @ \$19.83/Hour x 40Hours/Week x 9Weeks = \$21,416 (6) Recreation Aides @ \$17.65/Hour x 30Hours/Week x 9Weeks = \$28,593 A portion of Resource Government Staff Accounts as County Match in the Recreation Program Budget in the amount of \$118,152.53	\$317,535.00	\$199,382.47	\$0.00
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Other/Miscellaneous

Original Budget Calculation

80906+108018+21416+57186+21416+28593

Other Funders

Funding Organization

Amount

Board of County Commissioners - Martin County \$118,152.53

Total: \$118,152.53

569.460	Other/Contract	10/01/2021 to 09/30/2022 \$25,000 (JASE \$5,000, GAAP \$10,000, REACH \$10,000)	\$50,750.00	\$50,750.00	\$0.00
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Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
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for all in-house entertainment and subcontract programming throughout the school year and Summer months. Will cover offsite field trips during Winter, Spring, and Summer breaks based on an average of \$7.00 per child. Will also be used to obtain Bus Transportation Services at an average of \$525 per field trip. \$15,000 will be dedicated for tutoring and other educational programming to be incorporated within the programs throughout the school year and Summer months. \$750 (JASE \$250, GAAP \$250, REACH \$250) to be spent on community events such as movie nights, parent's night out, and community outreach programs. \$10,000 is set aside for Teen events such as dodge ball tournaments, movie nights, open hang nights at county community centers, festivals, trivia nights, and Teen incentive trips. Total of \$50,750

Original Budget Calculation
25000+15000+750+10000

Other Funders

**Funding
Organization**

Amount

Total: \$0.00

569.470	Program Supplies	10/01/2021 to 09/30/2022 \$5,000 to be used for recreational program supplies (\$1,500 JASE, \$1,500 GAAP, \$1,500 REACH, \$500 Teens) such as playground balls, frisbees, jump ropes, safe bases, cones, flags, board games, chalk, educational items, technology based programs, and other various arts and craft supplies. \$2,000 to be used for Summer Camp t-shirts for camp participants and staff members. \$1,000 to be used for 4-H agricultural supplies such as hand shovels, garden gloves, rakes, soil, water hoses and other gardening and agricultural supplies for gardening, cultivating, and harvesting. \$1,000 to be used for educational software such as books, lesson plans, cd-roms and	\$9,000.00	\$9,000.00	\$0.00
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Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
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study guides. Total of \$9,000

Original Budget Calculation
5000+2000+1000+1000

Other Funders

Funding Organization	Amount
Total:	\$0.00

569.480	10/01/2021 to 09/30/2022 In-Kind Summer Feeding Program - Lunch - \$16,875 (\$2.50/lunch x 135 lunches/day x 5 days/week x 9 weeks = \$15,187.50	\$15,187.50	\$0.00	\$0.00
	Other/Special Project			
	Original Budget Calculation 15187.50			

Other Funders

Funding Organization	Amount
Martin County School District	\$15,187.50
Total:	\$15,187.50

Operating Expense Budget Totals:			\$393,222.50	\$259,132.47	\$0.00
Grand Totals:			\$815,806.80	\$327,997.10	\$0.00

Other Funders					
Funding Organization	Amount				
Funds from Government Sources - Board of County Commissioners - Martin County	\$472,622.20				
Funds from Government Sources - Martin County School District	\$15,187.50				
Total	\$487,809.70				

Audit Trail	
Bryan Buxton (bbuxton) created document	07/23/2021 10:25 AM
Bryan Buxton (bbuxton) forwarded document to Katya Lysak (klysak)	07/30/2021 01:12 PM
cgood moved document from klysak to klysak using the Approval Chain Setup function.	07/30/2021 02:54 PM
Katya Lysak (klysak) rejected document - sent back to - Katya Lysak (klysak)	08/03/2021 12:40 PM
Reason: Rejected	08/03/2021 12:40 PM
Katya Lysak (klysak) forwarded document to Mark Lynch (User45772)	08/05/2021 08:40 AM
Mark Lynch (User45772) forwarded document to Katya Lysak (klysak)	08/05/2021 08:56 AM
Katya Lysak (klysak) submitted document to CSC for approval	08/05/2021 08:59 AM
Cara Good (cgood) forwarded document to Jennifer Carter (jcarter)	08/05/2021 10:00 AM
Jennifer Carter (jcarter) forwarded document to Zackery Hackley (zhackley)	08/05/2021 03:08 PM
Zackery Hackley (zhackley) approved document	08/17/2021 08:55 AM

**Martin County
After School / Out of School**

SOURCES OF REVENUE

Funder Type/Funder	1019- 0920 Total	1020- 0921 Budget	1020- 0921 Amend	1020- 0921 Total	2021-2022 Budget	2021- 2022 Amend	2021-2022 Total	Percent Increase Decrease
Funds from Government Sources								
Board of County Commissioners - Martin County	\$0.00	\$0.00	\$0.00	\$0.00	\$472,622.20	\$0.00	\$472,622.20	100%
Martin County School District	\$0.00	\$0.00	\$0.00	\$0.00	\$15,187.50	\$0.00	\$15,187.50	100%
	\$0.00	\$0.00	\$0.00	\$0.00	\$487,809.70	\$0.00	\$487,809.70	100.00%
Grand Total	\$0.00	\$0.00	\$0.00	\$0.00	\$487,809.70	\$0.00	\$487,809.70	100.00%

FY 2021-2022 Totals

Total Amended Program Revenue	\$815,806.80
Total Program Budget	\$815,806.80
Difference	\$0.00
Total Amended CSC Allocation	\$327,997.10
Total Program Budget	\$327,997.10
Difference	\$0.00

CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY

MARTIN COUNTY

David L. Heaton, Executive Director

Taryn Kryzda, County Administrator

Date

Typed Name

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

Typed Name

Date