

## Appendix G: Requirements for SFC 2023 Applicants Eligible for Baltimore Children and Youth Fund (BCYF) Funding

### Overview:

This year, the Baltimore Summer Funding Collaborative (SFC) is excited to continue collaborating with the Baltimore Children and Youth Fund (BCYF) in the 2023 funding cycle. BCYF will invest \$2 million in funding for summer programs. BCYF prioritizes organizations led by Black, Brown, Indigenous, and Asian leaders and summer programs serving older youth. BCYF will align 100% of their funding decisions with feedback from the SFC 2023 Community Review Process.

Please note that in addition to the SFC's requirements, applicants funded by BCYF, a public funding source, will have some additional requirements. Recipients of BCYF funding will also be funded through a partial reimbursement model; **they will provide some funding before the start of your program, and reimburse the rest after you provide services, spend money, and complete the program.**

### Eligibility:

To be considered for BCYF funding, applicants must meet the SFC's general funding requirements.

To be eligible for SFC funding, programs must:

- Serve children and youth (ages 0-24) from families with low incomes living in Baltimore City.
- Provide healthy meals to students at summer programs that run in-person for four or more hours each day.
- Help children and youth grow academically, socially, and emotionally.
- Where applicable, welcome and include students of all abilities.

To be eligible for consideration by BCYF, programs must also:

- Be led by Black, Brown, Indigenous, and Asian leaders; OR
- Primarily serve older youth (more than 51% of program participants will be ages 14-24)

ALL applicants must submit the following documentation:

- Certificate of Good Standing from the past 12 months
- Proof of 501(c)3 or 509(a) tax status
- Most recent financial audit (no older than FY19) and Management Letter for grantees with income over \$750,000
- Financial Review for organizations with budgets between \$300,000 and \$749,999

All programs eligible for consideration by BCYF may opt-in to consideration for BCYF funding in the SFC 2023 Application (Question 49). Your program can still be considered by other SFC funders regardless of your answer to this question.

**Community Review:**

All programs that opt-in to consideration for BCYF funding will undergo a community review process. Reviewers will include youth ages 14-24, and parents/caregivers of youth ages 0-13.

Reviewers will read and evaluate your responses to the “Program Description” in the SFC 2023 Application (Questions 30-42). In the Program Description, you will answer several questions. These questions reflect what Baltimore’s youth, young adults, and parents/caregivers look for when choosing out-of-school-time programs. Baltimore’s Promise spoke with 161 community members to find out their preferences and priorities. These community members included youth ages 11-24, and parents/caregivers of youth ages 0-10. Please read the [Baltimore City Youth Opportunities Landscape \(BCYOL\) Report](#) for more information.

Our community reviewers will use the **Community Review Rubric** to score applicants’ Program Descriptions. BCYF is committed to aligning 100% of their funding decisions with the results of the community review process.

Find the Community Review Rubric in **Appendix C** of the **RFP**. The rubric’s Guiding Questions will help reviewers rate Program Descriptions. The rubric used insights from the BCYOL Report to develop the rubric. We **strongly recommend** that you read through the rubric carefully before writing your Program Description. This will help you plan your writing.

**Payment Structure:**

The [Fund for Educational Excellence](#) (FFEE) administers SFC grants on behalf of BCYF. If you receive SFC funding from BCYF, your contract and payments will be issued from FFEE. FFEE must adhere to all reporting requirements associated with BCYF, a source of public funding.

Recipients of BCYF funding will be funded through a partial reimbursement model; **FFEE will provide some funding before the start of your program, and reimburse the remainder after you provide services, spend money, and complete the program.**

**Timeline:**

Early April 2023	SFC decision letters are published. If your program is receiving BCYF funding, you must: <ul style="list-style-type: none"><li>• Meet 1:1 with your technical assistance provider</li><li>• Submit an updated budget that demonstrates how the BCYF funding will be allocated</li></ul>
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	<ul style="list-style-type: none"> <li>• Prepare a quote with your insurance agent to satisfy the Certificate of Insurance requirement and demonstrates the appropriate coverage for your summer program</li> <li>• Attend the SFC BCYF grantee orientation</li> </ul>
April 2023	After your updated budget and insurance quote have been submitted and approved, FFEE will issue a grant agreement. You will receive 50% of your grant disbursement before the start of your program.
April-August 2023	You will work with your technical assistance provider to make sure you are correctly tracking and substantiating all expenditures, only using BCYF funds on allowable expenses. You must also submit documented proof of criminal background checks for all parties who provide services to minors.
September 2023	You must meet all SFC reporting requirements, including attendance tracking, the administration of youth surveys, and the completion of the End-of-Summer Report. You will need to submit the final financial reporting package, with all expenses and substantiating documents, to FFEE.
September-October 2023	FFEE approves the financial reporting package and disburses up to 100% of your remaining grant amount. Please note, FFEE cannot reimburse you for any expenses not allowed by BCYF.

### Requirements:

BCYF Grantees must meet all general SFC requirements. Please read the full SFC RFP to learn more. In addition, BCYF grantees will work closely with staff associated with Baltimore’s Promise to make sure they meet the following requirements:

- Compliance with Baltimore City Local Hiring Law. This will require a local hiring analysis report and monthly reports.
- Proof of required insurance coverage. Grantees must prepare a quote with their insurance agent to satisfy the Certificate of Insurance requirement and demonstrate the appropriate coverage for your summer program. The quote must be submitted before the grant is disbursed. Grantees must provide proof of the Certificate of Insurance once it the policy has been finalized.
  - IMPORTANT: Please see Exhibit C to review requirements based on grant size. Applicants can include cost of additional insurance in their SFC budget request.
- Grantees and their subcontractors must complete national and state criminal background checks for employees, agents, and volunteers who provide services to minors in accordance with state law and retain copies of the official report. Grantees must submit documented proof of criminal background checks for all parties. Your grant may be used

to pay for the cost of the background checks. In any case, where a criminal record is reported, you must take immediate and appropriate action to protect the safety and welfare of all people who have contact with that individual, especially youth under age 18. If any of your programs are held on school property—public school or private school—you may not allow a registered child sex offender to work or volunteer at that program.

- Maintain an accounting system that allows you to isolate, identify, and support all spending under this grant. Please see Exhibit D.
- Submit a financial report including detailed expenditures and receipts. Please see Exhibit E.

**Technical Assistance:**

If you receive a BCYF grant through SFC, you will be paired with a technical assistance provider when you get the award letter from the SFC. Your technical assistance provider will work with you 1:1 to make sure you can meet all SFC and BCYF requirements and maximize the amount of funding available to support your program. This technical assistance will be provided at no cost to you.

## EXHIBIT C – INSURANCE COVERAGE REQUIREMENTS

Grantees must maintain insurance coverage and provide evidence of coverage upon request. Grantees will receive robust support for the determination of insurance requirements for their scope of work. Your grant may be used to pay for the cost of the insurance premium.

### Insurance Coverage Requirements:

Topic	Minimum per occurrence
Commercial General Liability	\$1,000,000
Workers Compensation	At levels required by the State and any federal requirements
Blanket Crime	At levels equal to annual grant amount, up to \$1 million
Abuse and Molestation	\$100,000
Professional Liability	\$500,000
Errors and Omissions	\$300,000

 -If your business involves professional services, you may need this additional coverage.

◆-These insurance coverages will be applicable to a limited number of grantees and may require a case-by-case discussion with an insurance broker. Any reduction or waiver will be at the sole and absolute discretion of BCYF.

## **EXHIBIT D – FINANCIAL COMPLIANCE REQUIREMENTS**

Grantee agrees to comply with the Financial Accounting and Auditing Policies stated in this Exhibit and incorporated as Terms and Conditions of this Grant Agreement.

### **I. ACCOUNTING SYSTEM**

1. Grantee shall establish and maintain an accounting system to identify and support all expenditures billed to BCYF under this Grant, if required by BCYF.
  - A.** This shall include a system to identify, review, and approve the accuracy of third-party services billed directly to Grantee by the third party.
  - B.** The accounting system shall record all income and expenses for the Grantee's total organization. All grant expenditures must be supported by vouchers and receipts that detail the reason for the transaction. The accounting system, at a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursement journal, and general ledger.
  - C.** The accounting system shall be in accordance with generally accepted accounting practices.
2. It is the responsibility of the Grantee to document that it has complied with the accounting system requirements or obtained a waiver or modification of this requirement.

## EXHIBIT E – REPORTING AND RECORDKEEPING COMPLIANCE AND MONITORING

### I. REPORTS / DELIVERABLES

- a. **Narrative Reports.** Grantee shall submit to BCYF progress reports, expenditure and financial reports, programmatic reports, final reports, receipts, and such other reports as required by BCYF (collectively, the “Reports”). All reports will be submitted via the online grant portal and all other requirements should be submitted to BCYF via electronic communication (i.e., email, etc.) at such electronic address or addresses provided by BCYF. The grantee will provide Quarterly Narrative Reports, Monthly Financial Reports, and an end of the Grant Term Report in the form and substance acceptable to BCYF.
- b. **Expenditures and Financial Reports.** Grantee shall provide BCYF with monthly expenditure and financial Reports and receipts in the form and substance acceptable to BCYF specifying the expenditure and disposition of Grant funds for each monthly period during the Grant Term. Monthly Reports are due within ten (10) days after the end of each monthly period during the Grant Term.
- c. **Programmatic Reports.** Grantee shall submit quarterly programmatic Reports in the form and substance acceptable to BCYF. Quarterly Reports shall include, without limitation, the enrollment documentation and data as agreed upon.

### II. Monitoring and Inspection

- a. **Monitoring.** The services provided by Grantee pursuant to this Grant may be monitored, inspected, and evaluated by BCYF to determine that they are being delivered in accordance with the Scope of Grant. This may occur through meetings, site inspections, teleconferences and through the monitoring of Grantee's adherence to the terms of the Grant. BCYF failure to monitor, inspect, or evaluate according to these provisions shall not relieve Grantee of any of its obligations under this Grant.
- b. **Visits.** BCYF shall have the right to conduct visits (scheduled or unscheduled) during normal business hours and/or during program operation hours to any site(s) where Grantee performs services or maintains records related to this Grant. During the visits, BCYF may observe service delivery and review records to ensure that the required documentation is located in Grantee's files and, where applicable, in participant records.
- c. **Maintenance of Records.** For a period of five (5) years from termination of any BCYF Grant, the Grantee shall facilitate inspection, by representatives of BCYF, or any other agency or entity designated by BCYF, of any of the Grantee's records pertaining to matters covered by this Grant. The Grantee shall permit BCYF and/or its designee to make copies or transcripts from such records, and to make audits of all Grants, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to matters covered by this Grant. The Grantee shall grant to the State of Maryland access to all information, including client records, consistent with State and federal laws.

III. **Record Retention**

IV. **Records; Access.** Except as provided in Section II below regarding Participant Service Records, the Grantee shall retain all books, records, or other documents relevant to this Grant for five (5) years after receipt of final payment pursuant to this Grant or longer as may be required by applicable law after final payment for the service period, at its cost, and City auditors and any persons duly authorized by BCYF shall have full access to, and the right to examine and audit any of said material during the said period.

**A. Audit Retention.** If an audit is initiated prior to the expiration of the three-year period or such later period as may be required by applicable law, and extends past that period, all documents shall be maintained until the audit is completed.

**B. Discontinuing Operation.** If Grantee determines that it will no longer operate as a business in the State of Maryland, within the three-year period after receipt of final payment pursuant to this Grant or such later period as may be required by applicable law or this Grant, it shall notify BCYF of such decision at least ninety (90) days prior to discontinuing its operation in the State of Maryland. At BCYF's request, Grantee shall provide any and all books, records or other documents relevant to this Grant to BCYF. Otherwise, records shall be maintained by Grantee, its successors, and assigns.

V. **PROGRAM GRANTS SERVING PARTICIPANTS WHO ARE CHILDREN OR YOUTH**

**a. Grantees conducting programs with children and youth**

**participants** will be required to establish and use practices that enable BCYF and Baltimore communities to evaluate outcomes and innovations. Accordingly,

i. **Data Collection.** Grantee shall establish and maintain data collection practices to monitor fulfillment of participant outcome objectives, terms and conditions and all other requirements contained in the approved Scope of Grant and with any program evaluation.

ii. **Performance Monitoring.** Grantee shall establish and use results-based accountability performance monitoring to assess the quality and effectiveness of services identified in the approved Scope of Grant.

**b. Participant Service Records** Grantee shall establish and maintain enrollment documentation for each participant in the program. Participant enrollment documentation shall be retained for five years (or longer as required by applicable law) following the Grant Term. At a minimum, this documentation should contain the following:

- Evidence that participant enrollment/participation was attained.
- Evidence that granted consent or declined to participate regarding data collection and evaluation; and,
- If consented, demographic information needed for data collection

requirements.

**c. Retention of Service/Participant Enrollment Records**

- i. **Participant Records Retention.** All individual participant records (Participant Service Records) shall be maintained by Grantee for five years (or longer as required by applicable law) following the Grant Term, and shall comply with the Confidentiality Requirements set forth in Section D of this Exhibit.
- ii. **Upon Dissolution of Grantee.** If Grantee determines that it will no longer operate as a business in the State of Maryland, prior to the end of the period it is required to retain records as set forth in this Section, it shall notify BCYF of such decision at least ninety (90) days prior to discontinuing its operation in the State of Maryland. At BCYF's request, Grantee shall provide any and all original records of any activities generated under the terms of this Grant to BCYF.
- iii. **Access.** Grantee shall provide access to BCYF and/or any other entity/agency designated by BCYF to all records pertaining to or in any way related to this Grant.

**d. Confidentiality of Information**

- i. **Confidential Information.** Grantee hereby acknowledges that Grantee may be asked to collect information from participants (if this Grant is for services) that is considered confidential under federal, state, or local laws.
  - a. **Compliance.** Grantee hereby agrees to comply with all federal, state, and/or local laws regarding safeguarding the confidentiality of such information, and to provide an appropriate Notice of Information Practices to all participants, or, if the participant is a minor, to the participant's parent or legal guardian, informing them of the collection of certain demographic and other data, as identified in this Grant. Furthermore, the data will be kept in either an electronic database or in hard copy program files, and the data collected may be used to monitor the contractual obligations of Grantee and to evaluate any system of care or initiative of BCYF.
  - b. **Written Consent.** Any information collected from the participants, or records regarding services performed under this Grant, shall be confidential and shall not be disclosed to any third party without the prior written consent of the program participants, or if a minor, the youth's primary

caregiver, or pursuant to a valid court order. Grantee shall cooperate in the collection of any written consent that BCYF may request with regards to the release of information, except that no participant may be compelled to consent to the release of confidential information, nor have services contracted for under this Grant denied due to their unwillingness to consent to their release.

**e. HIPAA and Medical Records Privacy and Security Compliance.**

Grantee acknowledges its duty to review and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (“HIPAA”), 42 U.S.C. § 1320d et seq. and all implementing regulations including 42 CFR Part 2, 45 CFR Parts 142, 160 and 164 as amended from time to time.

**a.** Grantee agrees to execute any documents as may be requested by BCYF to ensure compliance with HIPAA.

**b.** The Grantee also agrees to comply, where applicable, with the Maryland Confidentiality of Medical Records Act (“MCMRA”), Md. Health-General § 4-301 et seq. This obligation includes, but it is not limited to, adhering to the privacy and security requirements entailed for Protected Health Information under federal HIPAA and State MCMRA, making the transmission of all electronic information compatible with the federal HIPAA requirements, and otherwise providing good information management practices regarding all health information and medical records.

**c. Protected Health Information.** “Protected Health Information” is as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501. Protected Health Information includes information that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, or to the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employee

