

Appendix E: Requirements for SFC 2022 Applicants Eligible for BCYF Funding

Overview:

This year, the Baltimore Summer Funding Collaborative (SFC) is excited to welcome the Baltimore Children and Youth Fund (BCYF) to the Collaborative in the 2022 funding cycle. With a \$2 million funding commitment for summer programs run by Black, Indigenous, and People of Color (BIPOC)-led organizations and for programs serving older youth ages 14-24, BCYF will play an essential role in expanding the SFC's funding pool to over \$5 million while employing an explicit equity lens in their decision making.

Eligibility:

To be eligible for consideration for BCYF, 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 run by a BIPOC-led organization; OR
- Primarily serve older youth (more than 51% of program participants will be ages 14-24)
- 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 that are eligible for consideration by BCYF will have the chance to opt-in to consideration for BCYF funding in the SFC 2022 Application (Question 48). Your program will remain eligible for consideration 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 2022 Application (Questions 31-42). 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 B** 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.

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 for grant requests of \$300,000 or greater. This will require a local hiring analysis report and monthly reports. Please see Exhibit B.
- Proof of required insurance coverage. This is required before the grant is disbursed.
 - **IMPORTANT:** Please see Exhibit C to review requirements based on grant size. Applicants can include cost of additional insurance in their SFC budget request and will be given 30 days from grant approval to provide proof of insurance. If insurance is a line item included in their program budget, BCYF grantees will be able to access a disbursement of funds to pay for the costs of insurance in order to show proof of insurance within 30 days of receiving the award letter.
- Maintain an accounting system that enables grantee to isolate, identify and support all expenditures under this grant. Please see Exhibit D.
- Submission of monthly financial reports including detailed expenditures and receipts. Please see Exhibit E.

EXHIBIT B – BALTIMORE CITY LOCAL HIRING LAW

Grantee shall comply with all of the requirements contained in the law which includes but is not limited to immediately completing the Mayor’s Office of Employment Development (MOED) Local Hiring Employment Analysis Form for Grantee and any subcontractor, agreeing to post new positions through MOED for a period of seven (7) days prior to publicly advertising the openings, and submitting monthly employment reports to BCYF by the third business day of the month for the preceding month.

Employment Analysis. At BCYF’s sole discretion, Grantee will not receive its payment under the Grant unless and until the employment analysis has been performed. The submission of the Employment Reports as required shall be a condition precedent to the release of any and all retainage held pursuant to the Grant.

BALTIMORE CITY LOCAL HIRING LAW NOTICE

1. The Local Hiring Law (Council Bill 12-0159) (the “Law”) is applicable to all City contracts that are greater than \$ 300,000.00, or agreements authorizing assistance that are within the terms of §27-2 of the Law executed by the City on or after the Law’s effective date, December 23, 2013. The Law requires compliance by vendors/contractors and their subcontractors regardless of the subcontractor award amount and by all persons benefitting from an agreement involving more than \$5,000,000.00 in assistance for a City subsidized project.
2. The Law only applies to the original term of contract awards greater than \$ 300,000.00. Extra Work Orders and contract modifications do not affect the applicability of the Law. Whether a City subsidized project is subject to the Law shall be finally determined when an agreement authorizing assistance valued at more than \$5,000,000.00 is executed by the City.
3. All City bids, RFP’s and requests for bid packages and final contracts must include reference to the requirements of the Law. All bid documents and contracts subject to the Law will include a section referencing the requirements of the Law. The bidder’s signature will verify a commitment to abide by the Law.
4. Upon contract award or approval of an agreement for subsidy covered by the Law, the contracting city agencies or agencies entering into an agreement for the City subsidized project must immediately complete the Mayor’s Office of Employment Development (MOED) Vendor Contact form, providing contact information for each vendor/contract awarded and each beneficiary of a qualifying City subsidized project. MOED will contact the vendor or beneficiary upon receipt of the completed form from the city agency.
5. Within two weeks of the contract award or agreement for a City subsidized project covered by the Law, the awardee must work with a representative of the Mayor’s Office of Employment Development (MOED) to complete an Employment Analysis that will project the total workforce and the “new hires” in the Baltimore area needed to fulfill the contract/agreement. That Analysis shall include all information reasonably required by MOED showing at a minimum general locations (Baltimore area or not) of all workforce positions required to complete the

contract/agreement.

6. A Local Hiring Review Committee (“LHRC”) will be established. The LHRC will be comprised of representatives/designees from the following:

- Office of the City Council President
- Office of the Deputy Chief of Economic Development and Neighborhoods
- Mayor’s Office of Employment Development
- Office of the Director of Finance
- Baltimore City’s Procurement Office
- Baltimore Development Corporation
- Baltimore City Law Department

EXHIBIT C – INSURANCE COVERAGE REQUIREMENTS

Professional Liability	Minimum per occurrence
Grant Level One (up to \$20,000)	\$500,000
Grant Level Two (\$21,000 to \$250,000)	\$1,000,000
Grant Level Three (\$251,000 to \$500,000)	\$1,000,000
*Errors and Omissions	Minimum per occurrence
Grant Level One (up to \$20,000)	\$300,000
Grant Level Two (\$21,000 to \$250,000)	\$300,000
Grant Level Three (\$251,000 to \$500,000)	\$300,000
Commercial General Liability	Minimum per occurrence
Grant Level One (up to \$20,000)	\$500,000
Grant Level Two (\$20,001 to \$250,000)	\$1,000,000
Grant Level Three (\$251,001 to \$500,000)	\$1,000,000
Worker’s Compensation	Minimum per occurrence
Grant Level One (up to \$20,000)	At levels required by the State of Maryland as well as any similar coverage required for this work by applicable Federal law.
Grant Level Two (\$21,000 to \$250,000)	
Grant Level Three (\$251,000 to \$500,000)	
Blanket Crime	Minimum per occurrence
Grant Level One (up to \$20,000)	\$10,000
Grant Level Two (\$21,000 to \$250,000)	\$20,000
Grant Level Three (\$251,000 to \$500,000)	\$100,000
Abuse and Molestation	Minimum per occurrence
Grant Level One (up to \$20,000)	\$100,000
Grant Level Two (\$21,000 to \$250,000)	\$500,000
Grant Level Three (\$251,000 to \$500,000)	\$1,000,000
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*Grantees may request a waiver or reduction of the Errors and Omissions coverage upon presentation of sufficient supportive evidence. 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

- A.** Grantee shall establish and maintain an accounting system to identify and support all expenditures billed to BCYF under this Grant, if required by BCYF.
1. This shall include a system to identify, review, and approve the accuracy of third-party services billed directly to Grantee by the third party.
 2. The accounting system shall record all income and expenses for Grantee's total program. All expenditures and income 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.
 3. The accounting system shall be in accordance with generally accepted accounting practices.
- B.** 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.

II. AUDIT REQUIREMENTS

- A. Applicable Grantee.** An applicable Grantee has a contributable income over \$200,000 verifiable by the Grantee's IRS 990 filing.
- B. Audits Required.**
1. **Independent Auditor.** Applicable Grantee shall have a 2019 financial audit and a 2020 financial audit completed by an independent Certified Public Accountant, as selected by Grantee, in accordance with this Section. The 2019 audit shall be completed and a copy (including all management notes thereto) shall be provided to BCYF before the initial payment is made by BCYF. The 2020 audit shall be completed and a copy (including all management notes thereto) shall be provided to BCYF within 30 days of its completion.
 2. **Budgeted Expense.** The audit's cost can be performed at the expense of BCYF provided they are built into the Grantee's approved budget.
 3. **Waivers.** It is the responsibility of the Grantee to document any request for and granting of a waiver of this audit requirement.

C. Audit Standards.

1. **Generally Accepted Auditing Practices.** Grantee must ensure the audit is provided in accordance with generally accepted auditing practices (“GAAP”). An independent auditor licensed and registered in the State of Maryland must perform the audit.
2. **OMB Compliance.** Where applicable, the audit shall be in compliance with the U.S. Office of Management and Budget Circular A-133 “Audits of States, Local Governments, and Non-Profit Organizations,” and such audits shall be accepted even when not required. The audit submitted shall report on compliance and internal control over financial reporting based on an audit of financial statements performed in accordance with GAAP.
3. **Schedules.** The audit submitted shall include a schedule of findings and questioned costs, to include:
 - 1) Summary of auditor’s results on financial statements.
 - 2) Findings related to the financial statements of the agency or of the program which are required to be reported in accordance with GAAP.
 - 3) Doubt, if any, on the part of the auditors as to the auditee's ability to continue as a going concern; and
 - 4) Whether a Management Letter or other document conveying audit comments was issued as a result of the audit.
4. **Management Letter.** A copy of any Management Letter or other document issued in conjunction with the audit shall be provided to BCYF. If no Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.
5. **Report of Status of Actions.** A report on the status of action(s) taken in response to prior audit findings and recommendations.

**EXHIBIT E –
REPORTING AND RECORDKEEPING COMPLIANCE AND MONITORING**

I. REPORTS / DELIVERABLES

A. 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 from time to time (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. Grantee will check in with BCYF and provide monthly status Reports of the program, including 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 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 set forth in Section II.B (Participant Service Records) below.

D. Monitoring and Inspection

- 1. 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.
- 2. 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.
- 3. Maintenance of Records.** For a period of five (5) years from termination of this Grant, Grantee shall facilitate inspection, by representatives of BCYF, or any other agency or entity designated by BCYF, of any of Grantee's records pertaining to matters covered by this Grant. 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. Grantee shall grant to the State of Maryland access to all information, including client records, consistent with State and federal laws.

E. Record Retention

- 1. Records; Access.** Except as provided in Section II below regarding Participant Service Records, 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 said period.
- 2. 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.
- 3. 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.

II. PROGRAM GRANTS SERVING PARTICIPANTS WHO ARE CHILDREN OR YOUTH

- A. Grantees conducting programs with children and youth participants** shall establish and use practices that enable BCYF and Baltimore communities to evaluate outcomes and innovations. Accordingly,
 - 1. 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.
 - 2. 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

- 1. 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.
- 2. 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.
- 3. 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

- 1. 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 that 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 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.

- 3. 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. 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.
- 4. 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 employer.