

Meeting Notice

Children's Trust of Alachua County

Monday, September 16, 2019 @ 4:00 pm

Alachua County Health Department

Thomas Coward Auditorium

224 SE 24th Street



CHILDREN'S TRUST
OF ALACHUA COUNTY

Members

Ken Cornell, County Commissioner, Interim Chair

Honorable Susanne Wilson-Bullard, Circuit Judge, Interim Vice-Chair

Tina Certain, Alachua County School Board Member, Interim Treasurer

Karen Clarke, Alachua County School Superintendent

Cheryl Twombly, DCF Community Development Administrator

Children's Trust of Alachua County

Monday, September 16, 2019 @ 4:00 pm

Alachua County Health Department

Thomas Coward Auditorium

1. Call to Order – Ken Cornell, Interim Chair
2. Agenda Review, Revision, and Approval (Including Approval of Consent Agenda Items)

Regular Agenda Items

3. DRAFT Request for Applications (RFA) One Time Funding to Support
4. Comprehensive Needs Assessment DRAFT Scope of Services Framework
5. Final Public Hearing (after 5:01 p.m.) Millage Rate and Budget
6. CTAC Gubernatorial Nominees Status Update and General Comments
7. Call for Public Input
8. Board Member General Comments
9. Adjournment

Consent Agenda Items

10. Approval of September 9, 2019 Meeting Minutes with Attachment
11. DRAFT Resolution Assumption of Contracts
12. Receive DRAFT Contracts:
 - A. Healthy Start North Central Florida, Inc.
 - B. CHILD Center
 - C. Meridian Behavioral Healthcare, Inc.



CHILDREN'S TRUST
OF ALACHUA COUNTY

Item # 2

Agenda Review, Revision, and Approval

Background

Member's review the agenda and can ask that items be changed in order, moved from the consent agenda to the regular agenda, and that items be removed or added. Items on the consent agenda include a staff recommendation. When the consent agenda is adopted, the Board is approving the staff recommendation unless the item is "pulled" for discussion. All consent items are approved when the agenda is adopted unless, an item is moved from consent to the regular agenda. Any member or a citizen can ask that an item be moved from consent to regular. Moving an item is done so that it can be discussed and/or a different course of action taken than that recommended by staff.

Attachments

Not applicable

Staff Recommendation

Approve the agenda as presented or alternatively with revision and approve all items remaining on the consent agenda.

Item #3

(Unmodified)¹ DRAFT Request for Applications (RFA) One Time Funding to Support

Background

At the August 19, 2019 meeting, Members reviewed a Framework for a one year funding process. Based on direction from members, staff presented a DRAFT Request for Applications (RFA) at the September 9, 2019 meeting. Following discussions about the draft and hearing input from nominees and the public, the Trust adopted the following motion:

Member Certain moved to table further discussion of the RFA, and discussion of the Comprehensive Needs Assessment DRAFT Scope of Services Framework, until the next meeting. Second by Member Clarke. Call for public comments. Motion carried 5-0.

While not an all exhaustive listing, Members may want to further define:

1. How multiple agency application submissions would be scored and awarded
2. As an alternative to an award ratio, ask applicants if we could only fund you at XX%
3. How should innovation be scored
4. What recommendation information does the Trust find most useful, i.e., numerical score using established criteria, pass/fail, meet technical requirements only, etc.
5. Scoring and other considerations for marginalized, vulnerable, and rural populations
6. Scoring evidence of need and use of best practices
7. Requirements for Level 2 Background Checks
8. Determine payment structure
9. Final adjustments to the point value of the various scoring criteria

Attachments

1. DRAFT RFA #20-01 One Time Funding to Support Capacity Increases and Improvement for Programs Serving Youth aged 6-18 years and Infrastructure (Capital) Improvements for Programs Serving Youth Birth to 18

Staff Recommendation

Receive the attached DRAFT RFP and provide staff with direction.

1. As presented at the September 9, 2019 Children's Trust of Alachua County meeting



CHILDREN'S TRUST
OF ALACHUA COUNTY

REQUEST FOR APPLICATIONS

RFA #20-01

One Time Funding to Support
Capacity Increases and Improvement for Programs Serving Youth aged 6-18 years and
Infrastructure Improvements for Programs Serving Youth Birth to 18

INFORMATIONAL PRE-APPLICATION MEETING (OPTIONAL)

November 12, 2019 @ (tbd)

Alachua County Community Support Services
Conference Room A
218 SE 24th St
Gainesville, FL 32641

RFA Submittal Deadline:
4:59 P.M., Wednesday, November 22, 2019

All Applications must be submitted online.
Any applications received after the above submittal deadline will not be considered.

For More Information Contact
childrenstrust@alachuacounty.us

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CHILDREN'S TRUST OF ALACHUA COUNTY
REQUEST FOR APPLICATIONS
RFA #20-01

One Time Funding to Support Capacity Increases and Improvement for Programs Serving Youth aged 6-18 years and Infrastructure Improvements for Programs Serving Youth Birth to 18

1.0 GENERAL PROVISIONS

1.1 Background

The Children's Trust of Alachua County is an independent special taxing district in accordance with Section 125.901, Florida Statute and Alachua County Ordinance 18-08 formed with the Powers and Duties listed below:

- A. To provide and maintain in the County such preventive, developmental, treatment, and rehabilitative services for children as the Trust determines are needed for the general welfare of the County.
- B. To provide such other services for all children as the Trust determines are needed for the general welfare of the County.
- C. To allocate and provide funds for other agencies in the County which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system.
- D. To collect information and statistical data which will be helpful to the Trust in deciding the needs of children in the County.
- E. To consult with other agencies dedicated to the welfare of children to the end that the overlapping of services will be prevented.
- F. To lease or buy such real estate, equipment, and personal property and to construct such buildings as are needed to execute the foregoing powers and functions, provided that no such purchases shall be made or building done except for cash with funds on hand or secured by funds deposited in financial institutions. Nothing in this Chapter shall be construed to authorize the issuance of bonds of any nature.
- G. To employ and pay, on a part time or full time basis, personnel needed to execute the foregoing powers and functions.
- H. To enter into agreements with government agencies to provide administrative services.
- I. All powers, functions, and duties specified in Section 125.901, Florida Statutes.

1.2 Purpose and Respondent Qualifications

The Children's Trust of Alachua County (CTAC) is seeking applications from qualified Alachua County based organizations serving youth (Applicants) for a Request for Application (RFA) One Time Funding to Support Capacity Increases and Improvement for Programs Serving Youth aged 6-18 years and Infrastructure Improvements for Programs Serving Youth Birth to 18.

CTAC is interested in procuring and making awards to Applicants for the following categories thoroughly outlined in this document for **youth ages 6 to 18 years**:

- Seasonal Expansion or Pilot Programs, and/or
- Increases in Service Volume, and/or
- Innovative Projects, and/or
- System Capacity Building Efforts

CTAC is also interested in receiving proposals and making awards to fund capital improvements up to \$500,000.00 for Applicants serving **children from birth to age 18**.

1.3 Informational Pre-Application Meeting

All applicants are encouraged, but not required, to attend the scheduled informational pre-application meeting. Alachua County Community Support Services and Alachua County Procurement Division staff will jointly conduct these meetings during which potential applicants will be provided with an overview of the program, information regarding the awards, and instructions for completing and submitting the online application document. The Pre-Application Meeting will be held:

10:00 am Tuesday, November 12, 2019
Alachua County Community Support Services
Conference Room A
218 SE 24th St
Gainesville, FL 32641

1.4 Application Submission

Applications must be submitted online via ZoomGrants with all requested RFA information. Questions that have not been answered constitute an incomplete application and the applicant will be unable to submit it online. Each applicant is responsible for full and complete compliance with all laws, rules and regulations which may be applicable.

ALL applications must be completed electronically online via the ZoomGrants Application and submitted no later than 4:59 P.M., November 22, 2019 through the CTAC website at the following:

<http://www.xxxx.xxxxx.xxxxx.xxxxx.xxxx.xxxx>

ABSOLUTELY NO LATE APPLICATIONS WILL BE ALLOWED/ACCEPTED

Prospective applicants are strongly encouraged to submit applications well in advance of the deadline in case the user encounters any technical difficulties in submitting. CTAC is not responsible for the inability of any prospective applicant being unable to complete the online application process.

- 1.4.1 The applicant is completely responsible for preparing and submitting the online application according to grant instructions contained herein and online.
- 1.4.2 You must enter your application online, including downloading, completing, scanning and attaching any fillable PDF tables found in the application's Tables and Documents tabs, as instructed. Requested agency documents must also be attached to the Documents tab in the application, as directed.
- 1.4.3 Proposals must be submitted with all required documents included. It is extremely important that you compile your application completely to avoid rejection of your proposal.
- 1.4.4 For some general instructions regarding how to get started with your online application, refer to the document entitled Handy Hints for Completing Your CTAC Application in ZoomGrants found by clicking on the Grant Resource Info tab in CTAC application document.
- 1.4.5 Applicants who are unable to submit their application digitally due to lack of computer equipment may wish to access computer equipment maintained at one of the branches of the Alachua County Public Library (Contact the Library in advance to determine which site(s) maintain equipment accessible to the public). In extreme circumstances, arrangements may also be made in advance to utilize a computer by contacting Theodore White, Purchasing Agent, at twhite@alachuacounty.us
- 1.4.6 An organization may submit more than one proposal for funding. Each proposal must be submitted as a separate application and meet all requirements to be considered.
- 1.4.7 The cost for the agency's preparation of the application is entirely the obligation of the applicant and shall not be chargeable in any manner to CTAC.

1.5 Inquiries/Questions

Inquiries and questions regarding any portion of the application or application process must be made in WRITING, via email to the Purchasing Agent. Verbal questions may only be asked at the Informational Pre-Application Meeting. All written questions must be submitted no later than 10 calendar days before the proposal due date. Any Applicant in doubt as to the true meaning of any part of the Request for Application (RFA) or related documents may submit a written inquiry/question to the Purchasing Agent. All written questions will be answered by the Purchasing Agent in written form as an addendum to this RFA. Written inquiries/questions must be submitted to:

Theodore White, Procurement Agent
Alachua County Procurement
12 SE 1st Street, 3rd Floor
Gainesville, Florida 32601
Email: twhite@alachuacounty.us

Addendum to this RFA will be posted online via Zoomgrants.com within the CTAC grant application document (refer to Grant Resource Information tab in the online application document). The final Addendum will be posted/available by 5:00 p.m. on XXXXXXXXXX, XX 2019 and will be titled, "Final Addendum". It is important to know that Addenda can contain corrections, changes, additional information, etc. about the RFA. The applicant is responsible for adhering to the information in each Addendum, and acknowledging receipt of the Final Addenda.



1.6 Prohibited Communications During the RFA Application Process

The RFA funding process is not over until the final award decisions are made by the CTAC. To ensure fair consideration for all Applicants, CTAC prohibits communication regarding this funding process, including the funding recommendations to or with any department, employee, elected official, or any other person involved in evaluation of or consideration of the applications, except as provided in Section 1.4, until CTAC has formalized its funding decision. Communication includes both oral and written. The RFA funding process is not over until the final award decisions are made and formalized by CTAC.

Additionally, CTAC prohibits communications initiated by an Applicant to any department, employee, elected official, or anyone evaluating or considering the application prior to the time an award decision has been made. Applicants or applicant representatives may not communicate with RFA Evaluation Committee members or with any CTAC member regarding this RFA or RFA process, until after the final funding decision is made by CTAC. Violation of the communication restrictions can result in not only disqualification of the offending Applicant from consideration of the proposal, but for any future proposals.

Procurement Services or a CTAC representative may initiate communication with an Applicant in order to obtain information. Communications initiated by an Applicant to anyone other than the appropriate Purchasing Agent or representative may be grounds for disqualifying the offending Applicant from consideration of its proposal(s) and possibly any future application.

1.7 Acceptance/Rejection of Applications

CTAC reserves the right to reject any application which may be considered incomplete, irregular, show serious omission, unauthorized alteration of form, or unauthorized alternate applications. CTAC reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof which, in CTAC's judgment, best serve the interests of CTAC.

1.8 RFA Appeal Process

Only the RFA process itself, up to the point of RFA Evaluation Committee Funding Recommendations may be appealed. RFA Evaluation Committee Funding Recommendations are not released prior to the resolution of any appeal or prior to the appeal deadline itself. The Funding Recommendations made by the RFA Evaluation Committee cannot be appealed. The final funding decision made by CTAC also cannot be appealed. All decisions made by CTAC shall be finalized at a scheduled CTAC meeting, to be announced.

Applicant complaints or grievances shall first be submitted in writing to the Procurement Manager, Larry Sapp. The deadline for filing an appeal is XXXXX XX, 2019 by 11:59 p.m. (one minute before midnight). The Purchasing Manager will investigate the complaint and present the findings in writing to the applicant. If the applicant is dissatisfied with the Purchasing Manager's decision and desires to continue with the appeal, he/she may make an appeal in writing to the County Manager within 5 (five) days of the Purchasing Manager's written finding. The County Manager will render a written response to the funding applicant. All decisions by the County Manager shall be considered final, and no further appeal is allowed.

Failure of any funding applicant to submit and appeal within the time-frames provided in this section shall constitute a waiver of such funding applicants' right to appeal.

All appeals must have had a final decision rendered, or formal withdrawal of the appeal, before the RFA Evaluation Committee funding recommendations can be released.

1.9 Proprietary Information

Responses to this Request for Application upon receipt by CTAC become public records subject to the provisions of Chapter 119 F.S., Florida Public Records Law.

2.0 GENERAL PROGRAM GUIDELINES

Proposals requesting funding must meet **all** of the following general requirements:

- A. Propose to establish or use an established multi-disciplinary collaborative body to assure funding and services are provided with minimal duplication of effort, utilize evidence based or best industry practices, and leverage existing personnel, expertise, property, and equipment
- B. Proposals must establish a **"Foundation for Future Years"** of service to Alachua County children
- C. Be responsive to the documented findings of racial inequities and disparities in Alachua County and include clearly identified strategies to reach marginalized and vulnerable youth populations
- D. Designated as a 501©3 non-profit organization by the Internal Revenue Service or explain alternate legal/tax status
- E. Have a physical presence in Alachua County
- F. Serve youth ages 6-18 years for Funding Categories 1 through 4 and from birth to age 18 for Category 5 (Capital requests)
- G. Participate in planning, data gathering, and evaluative activities as requested by the Children's Trust of Alachua County
- H. Be able to demonstrate performance measures to evaluate project outcomes

2.1 Funding Categories

CTAC will consider applications for funding in five categories generally described below. Applicants are responsible for determining which funding category(ies) most closely aligns with the proposed project. Applicants may select more than one category for the proposed project.

- 1) Seasonal Expansion or Pilot Programs: This could include increased staffing and operational costs to expand capacity to serve youth via Spring/Summer time programming. Additionally, it could fund pilot programs that would be concluded, with measurable outcomes, prior to October 1, 2020 and/or,
- 2) Increase Service Volume: Build system capacity and/or improved quality programming to serve additional youth, i.e., transportation and programming in school buildings and provide transportation home after out of school time activities, and/or
- 3) Innovation Fund: New and innovative projects focusing on priority issues to promote the growth and development of children and adolescents including treating children that have experienced trauma. New ways to solve old problems that are cost-effective, data-driven and lead to better results which can include promising approaches showing signs of effectiveness that have the potential for greater scale, and or
- 4) System Capacity Building: Non-profit organization work force development in evidenced based practice, leadership, use of data and program evaluation models, system of coordination, grant writing, volunteer coordination, collaborative administration coordination, professional

development for youth development workers, development of out of school standards and practices, etc.

- 5) Capital Improvements: One time capital improvements that would increase capacity to serve youth from birth to age 18, in existing programs that can be fully expended no later than September 30, 2020. This could include items like expanded use of technology, educational and recreational equipment, vehicle purchases, etc. "Capital" is defined as a tangible item with an estimated useful life of greater than 12 months and an acquisition cost exceeding \$5,000.00 per unit of measure. Awards in this category up to \$500,000.00 with a total of \$1,000,000.00 for this solicitation.

2.2 Funding Restrictions

Funds cannot be used to supplant existing and ongoing administrative expenses not solely attributed to the proposed project, i.e., general administrative salaries and fringes, financial audit, liability insurances, utilities, indirect charges, etc. Funds awarded through this solicitation must be expended prior to October 1, 2020 and are not subject to further appropriation, i.e., one time funding for Fiscal Year 2019-2020. There is no expectation of future funding for a solicitation of this RFP or any of extension of time to expend awarded funds.

2.3 Estimated Availability of Funding

The Children's Trust of Alachua County anticipates awarding up to \$1,500,000.00 in funding categories #1 through #4 above through this solicitation. The actual amount of funding awarded maybe more or less depending on the number and dollar amount of awards made in the sole discretion of the Children's Trust of Alachua County. Awards in the capital improvement category may be up to \$500,000.00 with a total of \$1,000,000.00 for this solicitation. Depending on proposals received and selected for funding, the Trust may at its sole discretion, award funds exceeding or less than the amounts set forth for categories 1-4 and category 5.

2.4 RFA/Procurement Anticipated Timeline

The following dates anticipate but does not guarantee the solicitation timeline which is subject to change at the Trust's discretion and for unforeseen events.

October 1, 2019 – CTAC Approves DRAFT RFP/Application

October 2-31, 2019 – Purchasing and Legal Review of the RFP

November 1, 2019 – Procurement Issues RFP

November 1-8, 2019 – Advertise Release of RFP

November 12, 2019 – Pre-proposal Conference (Optional)

November 22, 2019 – Applications Submission Deadline

December 3, 2019 – Staff Workgroup Scores and Makes Award Recommendations

December 9, 2019 – CTAC Reviews and Finalizes Award Recommendations

January 3, 2020 – Signature Ready Contracts Sent to Provider

January 20, 2020 – CTAC Reviews/Approves Contracts

2.5 Reimbursement Grant

This is a reimbursement based grant. The applicant must first expend its own funds and then request reimbursement from CTAC based on expenditures attributed to the proposed project. Generally, the first reimbursement will not be made until mid-March 2020. Reimbursements will be made following the receipt of an invoice and supporting documentation with sufficient details to support that the expenditure was project related, allowable, and during the acceptable timeframe.

2.6 Authorization to Submit an Application

Private, non-profit 501(c)(3) applicants will be required to complete an Authorization by Board of Directors form, found in the Documents tab. Completion of the form requires signature by the applicant agency's Executive Director and its Board of Directors' Chairman or President, acknowledging that:

- the information contained in the application is public record;
- the submission is consistent with their agency's mission, Articles of Incorporation and By-laws;
- the application was authorized by the agency's Board of Directors, including referencing the date of the Board meeting in which this authorization was obtained.

2.7 Religious or Sectarian engagement

In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, funding provided by CTAC may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The program shall not promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

2.8 Multiple Submissions

An organization may submit more than one proposal for funding. Each proposal must be submitted as a separate application and meet all requirements to be considered for scoring. Each organization may only receive one award under this procurement.

3.0 RFA Selection Procedures and Grant Award Recommendations

All qualified applications will be reviewed by the RFA Evaluation Committee, consisting of individuals appointed by CTAC. Agency application(s) will be thoroughly reviewed, scored, and determined if eligible for a funding award. A member of the RFA Evaluation Committee will present the final recommendations to the CTAC.

The RFA Evaluation Committee will review only the information contained in the Applicants submittal through Zoomgrants. In doing so, the Committee will evaluate applications in accordance with the evaluation criteria identified in Section 4.0. The RFA Evaluation Committee serves in an advisory capacity to the CTAC and is responsible for evaluating and scoring applications and making final funding recommendations.

In the event that the total funding requests of successful applicants exceed the available funding allocation, the RFA Evaluation Committee will apply a ratio to determine the amount each applicant qualifies for as based on its score in order to distribute available funds. (Scores are not rounded-up.) This ratio will be determined by dividing the total funding allocation by the total amount of applicants' qualifying funding as determined by their respective scores and applying this ratio to each applicants' qualifying funding award, in order to make an adjusted award amount that, in total, remains within the total allocation of this solicitation.

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3.3 Negotiation of Contract

CTAC will negotiate contract(s) with approved Grantee(s) for the provision of these services requested in this Request for Application.

4.0 Selection and Evaluative Criteria

Applications will be evaluated in accordance with the entirety of this application and procedures described in this Request for Applications (via the "Grant Resource Information" tab). The RFA Evaluation Committee will evaluate applications and all requirements set forth in this Request for Applications.

4.1 Application Screening

All applications submitted will be subject to screening to ensure that they meet mandatory qualifications and are thereby eligible for evaluation and scoring by the RFA Evaluation Committee. Screening involves checking to determine if an agency is eligible to apply on the basis of their compliance with the following criteria: having current governmental or 501(c)(3) status or if not adequate explanation; maintaining a physical business address in Alachua County; serves children 6 to 18 years of age (Funding Categories 1-4) or serves children birth to age 18 (Funding Category 5); the application is complete and all required Addenda is attached.

4.2 Scoring Process

The members of the RFA Evaluation Committee evaluate and score all proposals not removed from the process during the screening phase. A maximum total score of 100 points is possible, based on an agency's responses on its application. Once the final score is calculated, any proposal scoring at or below 69.9 is not eligible for funding. Proposals scoring 70 and above are assigned a maximum percentage funding recommendation, based on the score received. Regardless of an agency's designated award amount, however, the RFA Evaluation Committee is not obligated to recommend a program for funding at any level and there are no guarantees a program will be recommended for funding.

Average of All Reviewers Score	Percent of Requested Funding Recommended
90 – 100	Up to 100%
80 – 89.9	Up to 75%
70 – 79.9	Up to 50%
69.9 and below	No Award

4.3 Evaluation Criteria

Application submissions will be evaluated and scored by RFA Evaluation Committee members on the basis of the criteria below, with points awarded within a designated scoring range for each criteria. RFA Evaluation Committee members may offer their unique perspectives and practical insights based on areas of professional or personal expertise; education, training and/or knowledge; and community involvement.

Scoring Criteria	Score Range
1. Program Summary: The degree to which the proposed program is reasonable, well-thought-out and feasible given the timeline and budget.	0 - 10
2. Partnerships/Collaborations: The degree to which the organization has established or planned strategic and effective collaborations for the program focused minimizing duplication of effort, utilize best practices, and/or leverages resources.	0 - 10
3. Program Budget: The degree to which the program budget is reasonable and is in alignment with the description of program services or capital project. Planned expenditures can reasonably be completed by September 30, 2020.	0 - 10
4. Measureable: The proposal describes measureable outcomes which logically relate to the types of proposed services or capital project. The data collection and reporting planned is well thought out and complete.	0 - 15
5. Cost-Effectiveness: The degree to which costs are reasonable for Alachua County taxpayers, considering what services are being provided and what outcome(s) are being produced.	0 - 15
6. Racial Inequities and Disparities: The proposal is responsive to the documented findings of racial inequities and disparities in Alachua County and proposes strategies to reach marginalized and vulnerable youth.	0 - 15
7. Foundation for Future Years: The degree to which the proposed project has a lasting impact beyond grant term ending, generates new knowledge, takes service to a new sustainable level, and/or advances the community response to critical issues facing youth.	0 - 15
8. Application Quality and Completeness of Information: The degree to which the application furnishes a clear, concise and well-written description of the proposed project, is responsive to application questions, and is logical, doable, and within the applicants abilities.	0 - 10

4.4 Scoring Multiple Applications Submitted by Same Lead Agency

In accordance with Section 2.8, agencies may submit more than one application under this procurement. Every applicant organization is eligible for only one award regardless of how many applications were submitted and scored. In those cases where an agency has submitted more than one application that is eligible for funding based on its score, the RFA Evaluation Committee will select the one with the highest score and consider it only for a funding award in accordance with Section 4.2.

5.0 General Terms and Conditions

The following are the general terms and conditions, supplemental to those stated elsewhere in the Request for Application, to which the selected Organization(s) must comply in order to be consistent with the requirements for this Request for Application. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

5.1 Assignment of Personnel

All personnel assigned to the grantee will be subject to the approval of CTAC and no changes shall be allowed unless prior written approval is obtained.

5.2 Basis for Contract Negotiation

The application will serve as the basis for negotiating the contract.

5.3 Insurance Requirements (?)

5.4 Term of the Contract

The contract shall be effective upon execution by both parties and continuing through September 30, 2020 subject to availability of funds

5.5 Governing Law

This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

5.6 Indemnification

To the maximum extent permitted by Florida law, the Grantee shall defend, indemnify and hold harmless CTAC and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys’ fees and paralegals’ fees, whether resulting from any claimed breach of this Agreement by the Grantee or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Grantee or anyone employed or utilized by the Grantee in the performance of this Agreement.

The duty to defend under is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Grantee, CTAC and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Grantee. The Grantee’s obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against CTAC or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Nothing contained herein shall constitute a waiver by CTAC of sovereign immunity or the provisions of §768.28, Florida Statutes.

5.7 Amendments

This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

5.8 Independent Organization(s)

In the performance of this agreement, the Grantee(s) will be acting in the capacity of an independent Organization(s) and not as an agent, employee, partner, joint venture, or associate of CTAC. The Grantee(s) shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Grantee(s) in the full performance of the agreement.

End of RFA 20-01

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Item # 4

(Unmodified)¹ Comprehensive Needs Assessment DRAFT Scope of Services

Background

Previously, Members directed staff to begin developing a Request for Proposals for a Comprehensive Needs Assessment including an update to a prior assessment completed by Well Florida, Inc. Staff have developed a DRAFT Scope of Services for the needs assessment for review and discussion by members. The needs assessment must consider multiple items including the developmental needs of children, identification and quantification of the critical issues facing children and youth, and the existing level of service capacity to address both. Further, the needs assessment must be based on the most current data available and be specific to Alachua County. The needs assessment must be inclusive which will require specific efforts to reach marginalized and vulnerable young people.

Attachments

1. Needs Assessment DRAFT Scope of Services

Staff Recommendation

Receive the attached DRAFT Scope of Services and provide staff with direction.

1. As presented at the September 9, 2019 Children's Trust of Alachua County meeting

DRAFT Needs Assessment Scope of Services

Purpose/Introduction

In accordance with 125.901 Florida Statute and Local Ordinance 18-08, the Children's Trust of Alachua County (CTAC) is seeking a comprehensive needs assessment for children birth to age 18 years. Known collectively as the CTAC Needs Assessment, it is to rely on both secondary and primary data sources. The CTAC Needs Assessment will be used by members to identify the key developmental and other issues impacting Alachua County's children, and to identify how CTAC financial resources can be best used. To this end the overall use of the CTAC Needs Assessment is to:

1. Help Identify and Focus Efforts on Priority Issues Impacting Youth
2. Develop an Overarching Strategy to Impact Priority Issues
3. Develop a Plan for the Use of Funds

Note: depending on issuance timeframe, this section can be modified based on the CTAC Retreat scheduled for Monday, November 18, 2019 from 2:00 – 6:00 pm

Goals and Objectives

The CTAC has set forth the following goals and objectives to be accomplished as a result of and through the use of the Needs Assessment.

Goal: Maximize the impact of CTAC Resources in Addressing the Needs of Alachua County Children

Objectives

1. Quantify the level of under-utilized resources available for Alachua County children with a focus on the developmental and rehabilitative needs of children
2. Quantify the level of unmet need for capacity in existing programs serving children with preventive, developmental, treatment, and rehabilitative services
3. Identify and quantify the extent to which children are unable to access or participate in services due to various barriers like transportation, cost, etc.
4. Identify and quantify the extent to which needed services for children are not provided in Alachua County
5. Identify 5 year or longer trends in usage of children's services that will likely impact the capacity utilization of existing services

Questions Posed by Others

Note: CTAC Members may want to consider if there are specific questions they would like addressed as part of the Needs Assessment such as:

Questions that could help identify goals:

- When we envision a system of supports for our children and youth in Alachua County that works effectively, what do we see?
- What indicators would let us know that we are indeed adequately supporting children, families, and youth?
- Do you like the indicators the CSAB used? Add others? Take away any? Do some have higher priority?

Once you establish the indicators above, for all existing programs identify:

- What programs/services are currently available that directly support the idealized outcomes identified?
- What impact are these existing services having on the intended clients?
- What % of the target audience for these services participate?
- What are the barriers to using these services?

Based on the goals for improvement that have been identified, what additional systemic supports are needed? To learn about the need for additional supports the assessment needs to solicit information from local constituents. We need to learn from families, children, and other community stakeholders, the conditions that need to be changed so that their children are supported to succeed in school and in life. Topics that need to be addressed include:

- What are the most important issues that families, children and community stakeholders are concerned about?
- Are families familiar with the supports and services that are available?
- If they are familiar with available services, do they participate? Why/why not?
- What supports would make things better?
- What barriers could be removed that would make things better?

Required Components

A. Primary Data Collection – creation, analysis, and reporting of new data from various sources:

1. Plan to conduct primary data collection to ensure it is representative, includes marginalized and vulnerable populations, geographically diverse, etc.
2. Sampling plan of sufficient size to assure results are statistically valid
3. Surveys regarding needs, interests, barriers, activities, frequency, etc.
4. Focus groups to collect more free form data, i.e., ideas, sensitive topics, encourage interaction, etc.
5. Other data collection which may include direct observation during certain events or time, like registration or children and youth activities.

B. Secondary Data Collection – to provide a summary of the following from existing sources:

1. Relevant demographics like age, gender, race, ethnicity, etc.
2. Catalog and review of recently completed and related studies, i.e., youth homelessness
3. Comprehensive and inclusive inventory of youth serving resources providing summary information on youth characteristics, service levels, capacity, etc.
4. Factual and statistical data related to goods and services that may address barriers to accessing services, i.e., capacity of various transportation systems

C. Update the 2016 Children’s Services Needs Assessment compiled by Well Florida, Inc.

D. CTAC Input and Concurrence with Key Project Milestones

1. Primary Data Collection Plan including approval of survey methods and tools, focus group questions and topics, collection methods (locations)
2. Once preliminary findings are determined and prior to issuing final recommendations
3. Presentation of Final Draft Report
4. Presentation of Final Report and Recommendations

E. Deliverables

1. Executive Summary, Condensed Report with Findings and Recommendations
2. Comprehensive Report with Detailed Narrative, Charts, Graphs, Data Tables
3. Appendix of Primary Data Collection

Item # 5

Initial Public Hearing (after 5:01 p.m.) Tentative Millage Rate and Budget

Background

On September 9, 2019, after 5:01 pm, the Trust adopted Resolution 19-04 establishing a tentative millage rate and Resolution 19-05 establishing a tentative budget. The Trust has scheduled its final public hearing for September 16, 2019 after 5:01 pm.

Attachments

1. Resolution 19-06; ESTABLISHING A FINAL MILLAGE RATE
2. Resolution 19-07; ESTABLISHING A FINAL BUDGET
3. FY 20 Final Budget by Fund, Function, and Category
4. FY20 Line Item Detail Budget

Staff Recommendation

After 5:01 pm hold a public hearing and adopt Resolutions 19-06 establishing a final millage rate and Resolution 19-07 establishing a final budget.

RESOLUTION 19-06

RESOLUTION OF THE CHILDREN'S TRUST OF ALACHUA COUNTY, RELATING TO THE LEVY OF GENERAL PURPOSE AD VALOREM TAXES FOR THE 2019 TAX YEAR; ADOPTING FINAL MILLAGE RATES; DIRECTING THE TRANSMITTAL OF CERTIFIED COPIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the public hearing of September 9, 2019, the Board of the Children's Trust of Alachua County adopted Resolution 19-04 approving the proposed millage rate and Resolution 19-05, approving a tentative Children's Trust budget; and

WHEREAS, in accordance with applicable law, the Children's Trust of Alachua County advertised its proposed millage rates and its final Children's Trust budget and advertised a public hearing date for adoption of the final millage rates and the final Children's Trust budget for September 16, 2019; and,

WHEREAS, the September 16, 2019 public hearing has been held as specified in the advertisement and in accordance with applicable law;

NOW, THEREFORE, BE IT RESOLVED BY THE CHILDREN'S TRUST OF ALACHUA COUNTY;

1. That the following final millage rate to fund the final Children's Trust budget for fiscal year 2019-20 is hereby adopted in accordance with applicable law:

General Fund	.5000 mills
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2. The Interim Chair or his designee is hereby authorized and directed to transmit certified copies of this resolution, as well as any other forms or documents required by state law, to the Alachua County Property Appraiser, the Alachua County Tax Collector, and to the State of Florida Department of Revenue.

3. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in public hearing, this 16th day of September, A.D., 2019.

CHILDREN'S TRUST OF ALACHUA COUNTY

By: _____
Ken Cornell, Interim Chair

ATTEST:

Tina Certain, Interim Treasurer

APPROVED AS TO FORM

Robert C. Swain, Interim Counsel

RESOLUTION 19-07

RESOLUTION OF THE CHILDREN'S TRUST OF ALACHUA COUNTY, RELATING TO ITS BUDGET FOR THE 2019-20 FISCAL YEAR; REVISING THE ESTIMATE OF RECEIPTS AND OF BALANCES TO BE BROUGHT FORWARD; ADOPTING A FINAL CHILDREN'S TRUST BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 17, 2019, the Assistant County Manager for Budget and Fiscal Services of Alachua County presented a balanced budget for further consideration by the Board of the Children's Trust of Alachua County in accordance with applicable law; and,

WHEREAS, said budget contained estimates of receipts and of balances brought forward as part of the budget presentation; and,

WHEREAS, the Board of the Children's Trust of Alachua County adopted Resolution 19-05 on September 9, 2019, revising the estimates of receipts and of balances to be brought forward; and,

WHEREAS, the Board of the Children's Trust of Alachua County wishes to further revise the estimates of receipts and of balances to be brought forward based on the most current information available as of the date of this resolution; and,

WHEREAS, the Board of the Children's Trust of Alachua County has complied with all conditions precedent to the adoption of a final Children's Trust budget; and,

WHEREAS, the Board of the Children's Trust of Alachua County has this date adopted a resolution adopting a final millage to fund a final Children's Trust budget;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE
CHILDREN'S TRUST OF ALACHUA COUNTY:

1. In accordance with the requirements of Section 125.901, Florida Statutes, the estimates of receipts are set out in the document entitled "*FY20 Final Budget*".

2. The final Children's Trust budget contained in the document entitled "*FY20 Final Budget*," is hereby adopted as adjusted by motion.

3. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in public hearing, this 16th day of September, A.D., 2019.

CHILDREN'S TRUST OF ALACHUA COUNTY

By: _____
Ken Cornell, Interim Chair

ATTEST:

Tina Certain, Interim Treasurer

APPROVED AS TO FORM

Robert C. Swain, Interim Counsel

**FY20 Final Budget
Children's Trust of Alachua County
Fund - Function - Category**

Sum of FY20 Final Budget Amount

001-General Fund

Revenue

31 - Taxes (Ad Valorem Taxes)	7,238,758
38 - Other Sources (Ending Fund Balance)	(361,938)

Revenue Total	6,876,820
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Expenditures

51 - General Government	
Personal Services	500,000
Operating Expense	308,025
56 - Human Services	
Operating Expense	418,832
Grants and Aids	5,258,025
Capital	30,000
59 - Other Non-Operating	
Reserves	361,938

Expenditure Total	6,876,820
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FY20 Line Item Detail - Children's Trust of Alachua County

Revenue

Ad Valorem Taxes

Certified Taxable Value = 15,239,489,318 \$ 7,238,758

Millage Rate = 0.5000 mills

Budget at 95% for receipts

1-Oct-19 \$

-

Beginning Fund Balance

Ending Fund Balance

Maintain 5% of Operating Revenue \$ (361,938)

Revenue Total

\$ 6,876,820

Expenses

Personal Services

Direct Hires or Interlocal Administrative Contract with the Clerk of the Court and Alachua County \$ 500,000

(Positions discussed include: Executive Director, Administrative Support Manager, Information Systems Analyst, Marketing and Communications Specialist, Administrative Assistant)

Personal Services Total

\$ 500,000

Operating

Administrative

Tax Collection Fees (2% of collections) \$ 144,775

Interlocal Administrative Contract with the Clerk of the Court and Alachua County \$ 163,250

Rent and Utilities \$ 20,000

Travel and Per Diem \$ 5,000

Communication Services (Phones, Internet) \$ 1,848

Rentals and Leases (Copier/Printer) \$ 2,360

Insurance (Property, Liability) \$ 1,000

Repair and Maintenance (Software, Vehicle) \$ 1,000

Other Current Charges & Obligations (Legal Advertising, Printing) \$ 6,000

Operating Supplies (Fuel, Tools) \$ 1,000

Administrative Total

\$ 346,233

Program Cost

Professional Services \$ 20,000

Other Attorney Fees \$ 20,000

Other Contractual Services (Needs Assessments) \$ 300,000

Promotional Activities \$ 10,000

Subscriptions and Memberships (Florida Children's Council) \$ 9,309

Current Contracts

Healthy Start of North Central Florida - NewboRN Home Visiting \$ 400,000

The CHILd Center - Transformative Prof. Dev. for Early Care and Edu. Prog. Providers (TPD) \$ 439,228

Meridian Behavioral Healthcare - Emotional Dev. and Family Sup. Pilot Prog. (SED) \$ 354,636

Aid to Private Organizations / Program Contracts \$ 4,064,161

Program Costs Total

\$ 5,617,334

Start-Up Cost

Office Equipment (3 people)

Computers - Desktop (3) and Laptop (1) \$ 5,100

Microsoft Software (4) \$ 1,720

Phones (3) \$ 495

Desk Chairs Etc \$ 9,000

Office Supplies \$ 5,000

Start-Up Cost Total

\$ 21,315

Operating Total

\$ 5,984,882

Capital

Start-Up Cost

Vehicle \$ 30,000

Capital - Start-Up Cost Total

\$ 30,000

Capital Total

\$ 30,000

Reserves

Best Practice is 5% of Revenues

\$ 361,938

Reserves

\$ 361,938

Expense Total

\$ 6,876,820 \$ 6,876,820

Revenue	\$ 6,876,820
Expenses	\$ 6,876,820
	\$ 0

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Consent Agenda Items

When the Trust adopts its meeting agenda, all items remaining on the Consent Agenda are approved as recommended by staff. Any member of the Trust or public may ask that an item be moved from the Consent Agenda to the Regular Agenda. Consent Agenda items will not be discussed unless moved to the Regular Agenda.

Items

10. Approval of September 9, 2019 Meeting Minutes with Attachment

Staff Recommendation: Approve the September 9, 2019 meeting minutes as presented.

11. DRAFT Resolution Assumption of Contracts

Staff Recommendation: Receive the DRAFT Resolution

12. DRAFT Contracts for Healthy Start of North Central Florida, Inc., The CHILD Center, and Meridian Behavioral Healthcare, Inc.

Staff Recommendation: Receive the DRAFT Contracts

Children's Trust of Alachua County

Monday, September 9, 2019 | 4:00 pm | Alachua County Health Department
(Thomas Coward Auditorium)

Members Present: Ken Cornell, Alachua County Commissioner (Interim Chair); Susanne Wilson-Bullard (Interim Vice Chair); Tina Certain, Alachua County School Board Member (Interim Treasurer); Karen Clarke, Alachua County School Superintendent; Cheryl Twombly, DCF Community Development Administrator

Staff Present: Carl Smart, Assistant County Manager for Public Safety and Community Support Services; Robert Swain, Senior Assistant County Attorney; Claudia Tuck, Community Support Services Director; Tom Tonkavich, Community Support Services Assistant Director

1. Call To Order

Interim Chair Cornell called the meeting to order at 4:00 pm.

2. Agenda Review, Revision and Approval (Including Approval of Consent Agenda Items)

Interim Chair Cornell explained the process for tonight's meeting. The meeting will stop at 5:01pm for a public hearing on the tentative millage rate and budget. A motion was called to approve the regular agenda and the items on the consent agenda.

Member Twombly moved to approve the regular and consent agendas. Second by Member Clarke. Call for public comments. Motion carried 5-0.

3. Executive Director Classification and Recruitment

Heather Akpan, Human Resource Director, presented a DRAFT Recruitment Brochure for the Executive Director position. Next, an update was given on the review of the Job Assessment Tool (JAT) and future steps in the recruitment process. Members of the Trust and gubernatorial nominees gave suggestions including to check the spelling of all member names. Members of the Trust provided further guidance for the recruitment process. Additional comments were made by Ms. Akpan clarifying the JAT including the possible salary ranges.

Member Certain moved for staff to move forward with an updated job posting with a minimum salary range of \$85,000.00 commensurate with experience, fringe benefits including participation in the Florida Retirement System, and to ask applicants for salary expectations. Second by Member Wilson-Bullard. Call for public comments. Motion carried 5-0.

4. Census 2020 Presentation

Mr. Armon Lowery (with the U.S. Census Bureau) gave a presentation entitled "The Road to the 2020 Census: Focus on Alachua County." Mr. Lowery stressed the

importance of being counted and spreading the word; he needs our help. Contact him at armon.e.lowery@2020census.gov for more information. Interim Chair Cornell gave comments and thanked Mr. Lowery for his presentation.

5. DRAFT Request for Applications (RFA) One Time Funding to Support...

Mr. Tom Tonkavich presented a Draft RFP for one-time funding requests. The changes requested by Members at the previous meeting have been incorporated into the revised draft. Staff is requesting additional direction from the Trust, including but not limited to, allowing multiple applications from the same agency, award recommendations process if multiple applications are permitted, and the award scoring/funding recommendation process. Members, nominees, and the public made comments.

Interim Chair Cornell paused the discussion at 5:01 pm to hold a public hearing (see #6)

6. Initial Public Hearing (after 5:01 p.m.) Tentative Millage Rate and Budget

Interim Chair Cornell began the initial public hearing at 5:01 p.m. explaining the process to those in attendance. Tommy Crosby, Assistant County Manager for Budget & Fiscal Services, Robert Swain, Senior Assistant County Attorney and Interim Chair Cornell further explained the Truth in Millage (TRIM) process including the tentative millage rate, tentative budget, and explanation of adjustments from the proposed budget to the tentative budget (see attached "CHILDREN'S TRUST OF ALACHUA COUNTY PUBLIC HEARING SCRIPT, SEPTEMBER 9, 2019, FIRST PUBLIC HEARING 5:01 PM FISCAL YEAR 2019-20 MILLAGES AND BUDGETS")

Member Clarke moved to adopt Resolution 19-04, establishing a tentative millage rate for the 2019 tax year. Second by Member Certain. Call for public comment. Motion carried 4-0, with Member Wilson-Bullard abstaining from the vote.

Member Clarke moved to adopt Resolution 19-05, establishing a tentative budget for fiscal year 2019-20. Second by Member Twombly. Call for public comment. Motion carried 4-1, with Member Wilson-Bullard in dissent.

7. After the public hearing, members resumed discussion of the Draft RFA. Discussion centered on the scoring criteria, scoring, and award recommendation process. Members, nominees, and the public also asked for clarification regarding general program guidelines, the make-up of the staff review workgroup, requirements for background checks, and whether grant funds should be provided in advance of expenditure. Interim Chair Cornell suggested discussion to continue at the next meeting (Monday, September 16) and called for a motion.

Member Certain moved to table further discussion of the RFA, and discussion of the Comprehensive Needs Assessment DRAFT Scope of Services Framework, until the next meeting. Second by Member Clarke. Call for public comments. Motion carried 5-0.

8. CTAC Gubernatorial Nominees Status Update and General Comments

There are no updates from the Governor's Appointments Office.

9. Call for Public Input

Interim Chair Cornell called for comments from the public.

10. Board Member General Comments

The members of the Trust gave their final comments.

11. Adjournment

Interim Chair Cornell adjourned the meeting at 6:08 pm.

Recorded by:

LaRaven Temoney, Intern

Reviewed by:

Thomas Tonkavich, Liaison

DRAFT

**CHILDREN'S TRUST OF ALACHUA COUNTY
PUBLIC HEARING SCRIPT**

SEPTEMBER 9, 2019

FIRST PUBLIC HEARING 5:01 PM

FISCAL YEAR 2019-20 MILLAGES AND BUDGETS

I. Introduction to Public Hearing on Children's Trust of Alachua County Fiscal Year 2019-20 Tentative Budget

INTERIM CHAIR:

The Children's Trust of Alachua County convenes the Public Hearing on Fiscal Year 2019-20 Proposed Millage Rates and Tentative Budget as required by Florida Statutes, Chapters 125 and 200 and as advertised in the Truth-in-Millage (TRIM) Notices.

This evening we will take a number of actions related to the adoption of proposed millage rate and tentative budget. The Final Public Hearing on these matters will be held on Monday, September 16, 2019 at 5:01 p.m. in this same location, the Thomas Coward Auditorium at the Alachua County Public Health Department.

I urge you, if you have not already done so, to get a copy of the agenda so you may easily follow the proceedings this evening. Citizen comments will be taken following the overview of the tentative budget by Tommy Crosby, the Assistant County Manager for Budget & Fiscal Services of Alachua County. The Interim Attorney will now present an overview of the Truth-In-Millage Legislation followed by the Assistant County Manager's explanation of the proposed rate.

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II. Fiscal Year 2019-20 Proposed Millage Rate and Tentative Budget

A. Overview of Truth-in-Millage Legislation

INTERIM ATTORNEY:

In 1980, the Florida Legislature adopted what is known as the Truth-in-Millage Legislation or TRIM, as it's called. The goal of the legislation was to ensure that taxpayers were advised of the public hearings at which the local taxing authorities' budgets and millage rates were to be considered and adopted. Each year, the Property Appraiser completes an assessment of the value of all property and certifies to each taxing authority the taxable value of the property within its jurisdiction. Each taxing authority then notifies the Property Appraiser of its proposed millage rate, its rolled back rate and the date, time, and place of the public hearing to consider the proposed millage rate and the tentative budget. Once the Property Appraiser receives the information, he sends a notice by first class mail to every taxpayer on the assessment role. The notice contains the information from the taxing authorities as to the proposed millage rate and the time and place of the public hearing. The notice sent to taxpayers is called the TRIM notice. The TRIM notice lists what the taxes were for the prior year, what the taxes will be if the proposed budget changes are made, and what the taxes will be if no budget changes are made. The purpose of the TRIM notice is to provide taxpayers with sufficient basic information to enable them to participate in the public hearing process.

B. Explanation of the Children's Trust of Alachua County's Proposed and Rolled Back Millage Rates

Assistant County Manager for Budget & Fiscal Services:

One of the requirements of the Truth-in-Millage Legislation is to provide information about why proposed millage rates differ from the rolled back millage rates. The

proposed millage for the Children's Trust of Alachua County is 0.5000 mills. Since is the first year of the Children's Trust, there is no rolled-back rate calculation. Rolled back millage rate is defined as "the millage rate, which, exclusive of new construction, additions to structure, deletions, and property added due to geographic boundary changes, will provide the same ad valorem tax revenue for each taxing authority as was levied during the prior year."

The TRIM process requires that a notice of "tax increase" be advertised when the current year proposed aggregate millage rate exceeds the calculated aggregate rolled back millage rate. The aggregate rolled back millage rate is calculated by dividing the prior year estimated property tax revenue by the current year taxable property value, multiplied by 1,000. The current year taxable value does not include new construction. For the 2019 tax year, there is no rolled-back rate calculation. However, since there was no millage levied for the 2018 tax year, a notice of tax increase will be advertised.

C. Overview of Fiscal Year 2019-20 Tentative Budget and of Adjustments made to that Budget

Assistant County Manager for Budget & Fiscal Services:

Mister Chair the total Children's Trust Tentative Budget for fiscal year 2019-20 is \$6,876,820 which is a net increase of \$74,226 compared to the Proposed Budget approved on June 17, 2019. The details of the changes are reflected in the FY20 Tentative Budget included in your agenda packet. A summary of these changes is included in your agenda package as a separate attachment. The adjustments are attributed to the change in Certified Taxable Value from the Property Appraiser.

Mister Chair this concludes my comments on the changes that were made to the tentative budget. I would be happy to answer any questions about the budget at this time.

III. Citizens Comments on Fiscal Year 2019-20 Proposed Millage Rates and Tentative Budget

INTERIM CHAIR:

I would now like to invite citizens to comment on the fiscal year 2019-20 proposed millage rates and tentative budget. Please come forward to either podium if you wish to address the Board. We do request each speaker try to limit his or her comments to 5 minutes. The hearing will continue until everyone who wishes to address the Board has had an opportunity to speak.

Citizen Comments allowed at this time.

INTERIM CHAIR (following all citizen comments):

I will now close the public comment section of this public hearing.

IV. Board's Action on FY 2019-20 Proposed Millage Rates and Tentative Budget

A. Adjustments by Motion to the Fiscal Year 2019-20 Tentative Alachua County Budget

Assistant County Manager for Budget & Fiscal Services:

Mister Chair, the budget document before you, the "FY20 Tentative Budget", includes the changes that were described earlier. Any additional adjustments to this budget can be made by motion at this time.

Children's Trust:

Adjustments adopted by motion (if any adjustments are entertained).

Children's Trust of Alachua County Commissioners – First Public Hearing Script, September 9,
**B. Adoption of Resolution Establishing Fiscal Year 2019-20 Proposed
Children's Trust Millage Rates**

INTERIM CHAIR:

Florida Statutes require the name of the taxing authority, the millage rate to be levied, the rolled-back rate and the percentage change over rolled-back rate be publicly announced. Accordingly, the Children's Trust of Alachua County has determined that a proposed millage rate of 0.5000 mills is necessary to fund the Tentative Children's Trust of Alachua County Budget. Since this is the first year of existence of the taxing authority, no rolled-back rate calculation is required.

Board:

Move Adoption of Resolution 19-04 Establishing FY20 Proposed Children's Trust of Alachua County Millage Rates

C. Adoption of Resolution Adopting Changed Revenue Estimates and the Fiscal Year 2019-20 Tentative General County Budget

Children's Trust:

Move Adoption of Resolution 19-05 Adopting Changed Revenue Estimates and the FY20 Tentative Children's Trust of Alachua County Budget

V. Conclusion of Public Hearing

INTERIM CHAIR:

This concludes the Tentative Budget Hearing.

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RESOLUTION NO. 2019-__

A RESOLUTION OF THE CHILDREN'S TRUST OF ALACHUA COUNTY ASSUMING THE CONTRACTS WITH HEALTHY START OF NORTH CENTRAL FLORIDA, INC. THE CHILD CENTER MERIDIAN BEHAVIORAL HEALTHCARE, INC. PREVIOUSLY ENTERED INTO BY THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, FINDING A PUBLIC PURPOSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Children's Trust of Alachua County was created by Alachua County Ordinance 18-08 and approved by the voters on November 6th, 2018; and

WHEREAS, the Board of County Commissioners had previously approved, by way of its purchasing ordinance and procedures, contracts for certain services related to the population of children from birth to 5 years old; and

WHEREAS, these contracts were let to bid through a public process and approved by the Board of County Commissioners at a public meeting; and

WHEREAS, §22.11(15) of the Alachua County Code of Ordinances otherwise known as the Purchasing Code allows for the purchase of services without a bid if offered on the same terms and conditions as those given to another government organization; and

WHEREAS, the Children's Trust of Alachua County has adopted the Alachua County Purchasing Code as its interim purchasing procedure; and

WHEREAS, the Children's Trust of Alachua County has been advised that the Board of County Commissioners will not be funding these contracts after September 30, 2019; and

WHEREAS, the Children's Trust of Alachua County wishes to assume these contracts on

1 the same terms as the Board of County Commissioners for one year terms with a potential one
2 year extension; and

3 **WHEREAS**, the Children’s Trust of Alachua County finds that assuming these
4 agreements are within their authority and serve a public purpose, they hereby resolve as
5 follows:

- 6 1. The contracts with Healthy Start of North Central Florida, Inc., The CHILD Center,
7 and Meridian Behavioral Healthcare, Inc. previously entered into by the Board of
8 County Commissioners are hereby assumed by the Children’s Trust of Alachua
9 County.
- 10 2. The Interim Chair of the Trust and the Interim Treasurer of the Trust are hereby
11 authorized and directed to sign and attest to the contracts upon adoption of this
12 resolution.

13 **SECTION 1. Effective Date.** This Resolution shall become effective upon approval by
14 the Children’s Trust of Alachua County.

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16 **DULY ADOPTED** in regular session, this ___ day of _____, 2019.

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ATTEST:

BY: _____
Ken Cornell, Interim Chair

Tina Certain, Interim Treasurer

APPROVED AS TO FORM

Bob Swain, Interim Attorney

**CHILDREN'S TRUST OF ALACHUA COUNTY
AGREEMENT WITH
HEALTHY START OF NORTH CENTRAL FLORIDA, INC.**

THIS AGREEMENT made and entered into this _____ day of _____, A.D., 20____ by and between the Children's Trust of Alachua County, established pursuant to Section 125.901 Florida Statutes and Alachua County Ordinance 18-08, hereinafter referred to as the "CTAC," and Healthy Start of North Central Florida, Inc. a not-for-profit corporation organized under the laws of the State of Florida hereinafter called "Agency" Collectively hereinafter CTAC and the Agency are referred to as the "Parties".

WITNESSETH:

WHEREAS, Alachua County issued a Request for Proposal (RFP) on March 31, 2017 for the Healthy Baby Home Visit Program for the benefit of the Alachua County Children's Advisory Board; and,

WHEREAS, pursuant to the RFP Agency was selected to provide services through its NewboRN Home Visiting Program; and,

WHEREAS, Alachua County and the Agency entered into the *Children's Services Advisory Board Program Agreement Between Alachua County And Healthy Start Of North Central Florida, Inc.* dated January 9, 2018, (the "Agreement") for the Healthy Baby Home Visit Program for the benefit of the Alachua County Children's Services Advisory Board; and,

WHEREAS, pursuant to Section 125.901 Florida Statute and Alachua County Ordinance 18-08, in November 2018 the voters of Alachua County voters approved the CTAC for the purpose of providing children's services throughout Alachua County ; and,

WHEREAS, the CTAC has agreed to exercise the responsibilities formerly executed by the Alachua County board of County Commissioners, through the Alachua County Children's Services Advisory Board, of providing developmental, preventive, and supportive services for children. ; and,

WHEREAS, CTAC is desirous of entering into an Agreement with the Agency to continue to support programs and its services provided by the Agency;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

Section 1. Term:

A. This agreement shall commence on October 1, 2019 and continue through and including September 30, 2020, unless earlier terminated, as provided herein. This Agreement may be renewed for one (1) additional one (1) year periods under the terms and specifications contained herein.

B. CTAC performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Children's Trust of Alachua County. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. Scope of Services:

A. CTAC agrees to provide funding to the Agency for the program outlined in **Attachment A** attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in **Attachment A**.

Section 3. Billing and Compensation:

A. For the performance of the services detailed in Section 2 of this agreement, CTAC shall pay the Agency an amount not to exceed \$400,000.00 as specified below and in accordance with the proposed project budget outlined in **Attachment B**.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by CTAC, an invoice **Attachment C** to CTAC requesting payment for services properly rendered and expenses due. No payment shall exceed fifteen percent (15%) of the total amount awarded. The Agency invoice shall be accompanied by such documentation, or data, in support of expenses for which payment is sought as the CTAC may require in accordance with the NewboRN Home Visiting Program Budget" **Attachment B**.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to CTAC that, upon receipt by the Agency of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full, that the services or expenses have not been reimbursed by another agency, and that the services provided served a public purpose. The Agency shall submit invoices to CTAC at the following address:

Chair, Children's Trust of Alachua County
c/o Children's Trust Record Custodian
218 SE 24th Street
Gainesville, FL 32641

D. In the event that CTAC becomes credibly informed that any representations relating to payment are wholly or partially inaccurate, CTAC may withhold payment of sums then or in the future

otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to CTACS's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act).

F. Invoice payments shall be sent to:

Healthy Start of North Central Florida, Inc.
1785 NW 80th Blvd
Gainesville, FL 32606

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

- 1) Maintain financial records and reports relating to utilization of the funds;
- 2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program;
- 3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department;

B. Reports shall be submitted on the forms and in the formats as described in the proposal (**Pages 14-17 of attachment A**). The Agency shall also work with CTAC and other funded projects to evaluate the longer term outcomes of the NewboRN Home Visit Program.

C. Reports shall be sent to:

Chair, Children's Trust of Alachua County
c/o Children's Trust Record Custodian
218 SE 24th Street
Gainesville, FL 32641

D. CTAC may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, CTAC will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. CTAC will give the Agency seven (7) days to submit a plan for curing the default. The CTAC authorized to provide written notice of default on behalf of CTAC, and if the default situation is not corrected within the allotted time, the CTAC is authorized to provide final termination notice on behalf of the County to the Agency.

B. CTAC may terminate the agreement without cause by first providing at least sixty (60) days written notice to the Agency prior to the termination date. The CTAC Chair is authorized to provide written notice of termination on behalf of the CTAC. CTAC will pay the Agency for all work completed prior to termination.

C. If funds to finance this agreement become unavailable, CTAC may terminate the agreement with no less than twenty-four (24) hours' notice in writing to the Agency. CTAC will be the final authority as to the availability of funds. CTAC will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by CTAC to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this Agreement. When applicable, CTAC will identify any deficiencies to the Agency in writing and prepare a corrective action plan to rectify all deficiencies noted. The Agency failure to correct the deficiencies within the agreed upon time period may result in CTAC withholding payments or the Agency being deemed in breach or default resulting in termination of this Agreement.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties. However, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations makes changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and CTAC representative are:

CTAC:

Chair, Children's Trust of Alachua County
c/o Children's Trust Record Custodian
218 SE 24th Street
Gainesville, FL 32641

AGENCY:

Julie Moderie, MPH
Healthy Start of North Central Florida, Inc.

1785 NW 80th Blvd
Gainesville, FL 32606

A copy of any notice shall also be sent to:

Alachua County: Jesse K. Irby II
 Clerk of the Circuit Court
 12 SE 1st Street
 Gainesville, Florida 32602
 Attn: Finance and Accounting

And to
 Procurement Division
 12 SE 1st Street
 Gainesville, Florida 32601
 Attn: Contracts

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CTAC. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, or purport to act or be deemed to be the agent, representative, employee or servant of CTAC.

B. For Independent Contractors outside the construction industry with fewer than four (4) employees choosing not to secure workers' compensation coverage under the Florida Workers' Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to workers' compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of CTAC.

Section 11. Indemnification:

A. The Agency agrees to protect, defend, indemnify, and hold CTAC and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands,

obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to: personal injury, death, damage to property (including destruction), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Agency further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by CTAC, and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Agency agrees that indemnification of CTAC shall extend to any and all work performed by the Agency, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Agency's insurance coverage. This indemnification provision shall survive the termination of the Agreement between CTAC and the Agency. Nothing contained herein shall constitute a waiver by CTAC of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify CTAC of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. General Provisions:

1) Any document submitted to CTAC may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

2) In accordance with Section 119.0701, Florida Statutes, the Agency, *when acting on behalf of CTAC*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from CTAC's custodian of public records, provide CTAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Agency shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) Contractor shall 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 Agreement and following completion of this Agreement if the Professional does not transfer the records to CTAC.

B. Confidential Information

1) During the term of this Agreement or license, the Agency may claim that some or all of Agency's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. The Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and CTAC shall use its best efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI."

2) CTAC shall promptly notify the Agency in writing of any request received by CTAC for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold CTAC, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by CTAC, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Agency releases CTAC from claims or damages related to disclosure by CTAC.

C. Project Completion: Upon completion of, or in the event this Agreement is terminated, the Agency, *when acting on behalf of CTAC* as provided under 119.011(2), F.S., shall transfer, at no cost, to CTAC all public records in possession of the Agency or keep and maintain public records required by CTAC to perform the service. If the Agency transfers all public records to CTAC upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to CTAC, upon request from CTAC's custodian of public records, in a format that is compatible with the information technology systems of CTAC.

D. Compliance

1) If the Agency does not comply with CTAC's request for records, CTAC shall enforce the contract provisions in accordance with the contract.

2) An Agency who fails to provide the public records to CTAC within a reasonable time may be subject to penalties under s. 119.10.

**IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS
REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA
STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC
RECORDS RELATING TO THIS CONTRACT, CONTACT CTAC**

REPRESENTATIVE AT Children's Trust Record Custodian, 218 SE 24th Street, Gainesville, FL 32641 childrenstrust@alachuacounty.us

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Children's Trust Records Custodian or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Children's Trust Records Custodian of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Assistant Director to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. No Religious or Sectarian Requirement:

A. In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, the funding provided under this Agreement may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The program shall not promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

Section 24. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge CTAC support in all materials and announcements regarding this award, according to directives issued by CTAC. The phrase, "Supported by CTAC", is to be added to all published material, announcements and websites related to this funding. Any use by Agency of any CTAC Logo or other identifying design must be approved in advance by CTAC's Communications Office.

Section 25. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 26. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

CHILDRENS TRUST OF ALACHUA COUNTY

By: _____
Name: Ken Cornell
Title Interim Chair
Date: _____

ATTEST:

APPROVED AS TO FORM

Jesse K. Irby II, Clerk

Alachua County Attorney's Office

(SEAL)

AGENCY

ATTEST (By Corporate Officer)

By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____
Date: _____

ATTACHMENTS:

1. Attachment A - Project Narrative Pages 1-18 inclusive
2. Attachment B – NewboRN Home Visiting Program Budget
3. Attachment C - Invoice

Attachment A

Project Narrative (20 page limit)-describe in detail how you will meet each of the essential program requirements listed in Attachment A (Section 2, Scope of Services)

1. Resources/Organizational Capacity (10 points)

a. Describe the personnel resources you have available to commit to the HBHVP initiative including roles and responsibilities, education, experience, credentials, etc. For new positions, provide a job description including educational experience requirements. Describe the organizational structure including supervisor and subordinate chains of command, necessary to implement the project.

There will be a team of registered nurses (RN) available through UF Health Shands HomeCare (UFHC) and North Florida Regional Medical Center (NFRMC) to conduct the Newborn Home Visits. In addition, the licensed midwives conducting home births will also be part of the home visiting team and will provide the home visits to their patients. There will be one full time Family Partner (FP) at each of the two hospitals and the FP will be responsible for meeting with each mother who delivers at UF Health Shands (Shands) or NFRMC to introduce the Newborn Home Visiting Program (NHVP) and obtain their consent for participation. In addition, the FP will work with the RN's and licensed midwives to provide short-term case management to all families that need additional supports or services after the home visit is completed. The organizational structure that has been created for this project is similar to what has been implemented by the Healthy Start of North Central Florida Coalition (HSNCF). HSNCF will subcontract with UFHC and NFRMC to hire and supervise the RN's who will conduct the home visits. At UFHC the nurses will be supervised by the Director of Nursing at UFHC, Christine Knowles. At NFRMC the nurses will be supervised by the Nurse Manager at the Mom/Baby Unit, Tracy Lewis and the Nursing Supervisor Melissa Wiles. The licensed midwives are self-employed, however, HSNCF will subcontract with the Florida School of Traditional Midwifery (FSTM) to provide a stipend to the licensed midwives for each home visit they conduct. The two Family Partners will be employed by HSNCF and will be supervised by the Coordinated Intake and Referral Program Manager who will be hired prior to the implementation of the program. The NHVP project will be managed by Dr. Mona Gil de Gibaja, who is a consultant with HSNCF. The Director of HSNCF, Julie Moderie will be responsible for contract management and overall project outcomes, in coordination with the subcontractors and HSNCF staff and consultants. The chart below provides a summary of the key personnel for this project. Job descriptions for new personnel that will be paid for through this grant are included in the appendix.

Personnel	Position	Roles and Responsibilities	Education/Credentials	Experience
Christine Knowles	Director of Nursing-UF Health Shands HomeCare	Will train and supervise the team of RN's providing home visits to mothers who deliver at Shands	RN	More than 10 years experience in nursing and/or nurse management
Tracy Lewis	Nurse Manager- Mom/Baby Unit-NFRMC	Will train and supervise the team of RN's providing home visits to mothers who deliver at NFRMC	RN	More than 25 years experience in nursing and/or nurse management
Melissa Wiles	Director of Labor and Delivery/Postpartum/Interm: NICU	Will train and supervise the team of RN's providing home visits to mothers who deliver at Shands	RN, MSN, RNC-OB	More than 20 years experience in nursing and/or nurse management
Home Visiting RN's	Home Visiting RN's	Meet with mothers to complete the home visit and enters required data into excel spreadsheet or database.	RN	Varying levels of experience in nursing
Licensed Midwives	Licensed Midwives	Directly communicate with mothers to schedule and complete the home visit and enter required data into excel spreadsheet or database.	Licensure by the State of Florida/DOH	Clinical experience commensurate with requirements for graduation and licensure
CI&R Manager (will be hired by HSNCF)	Coordinated Intake and Referral Manager	Supervises the two Family Partners and works with community partners to develop interagency agreements.	Bachelors degree in social services	At least 5 years of experience in social services
Family Partners (will be hired by HSNCF)	Family Partner	Responsible for meeting with mothers in hospital to educate them about NHVP and get consent to participate in program, link families with supports and services needed and provide short term case management.	Bachelors degree in social services	At least 3 years experience in social services
Mona Gil de Gibaja	Program Coordinator-Consultant	Coordinate all partners' activities and ensure successful implementation of the program.	BSW, MSW, Ph.D.	More than 30 years of program development and management experience
Julie Moderie	Director of HSNCF	Supervise CI&R Manager and other HSNCF staff responsible for implementation of the program; provide oversight and support to consultant; subcontract with hospitals and Florida School of Midwifery	BS, MPH	More than 15 years of experience with maternal, infant and child health; Director of HSNCF for 10 years

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During the first few months of the project, weekly team meetings or conference calls will be held with all collaborative partners to ensure processes are in place to effectively implement the program with fidelity across all sites and with all staff. In addition, throughout the implementation of this project continuous quality improvement (CQI) techniques will be used to implement "small tests of change" that will provide staff with opportunities to try innovative ways of engaging families in this program and providing them with the supports and services they need to help them thrive as parents.

b. Describe others available or needed to support the HBHVP which are not directly funded.

After the Newborn Home Visit is completed the RN or licensed midwife will contact the Family Partner (FP) so he/she can help facilitate the linkage of families to the supports, services and resources they may want and need. The FP will develop and maintain partnerships with all the agencies in Alachua County that provide supports and services to families with young children, however the agencies that will most likely receive the majority of the referrals and will have an ongoing collaborative relationship with the FP include:

- Healthy Start provides home visiting services to pregnant women and families with children up to age 3. Services include: care coordination, breastfeeding support, parent education, child development education, tobacco cessation, birth spacing, mental health counseling and referrals to other community supports and services.
- Healthy Families provides home visiting services to pregnant women and families with young children. Services include: parent education, child development education, child abuse prevention, mental health counseling, referrals to other community supports and services.
- MIECHV (Maternal, Infant, Early Childhood, Home Visiting) Parents as Teachers program provides home visiting services to families with young children.-Services include: parent education, child development education and assessment using the ASQ and the ASQ-SE, assessment of intimate partner violence, assessment of post-partum depression and life skills, mental health counseling for post-partum depression and referrals to other community supports and services.
- WIC (Woman Infants and Children) provides breastfeeding support, nutrition information and infant/toddler nutritional resources until the child turns five years of age.
- Early Steps provides home visiting, assessments, education and ongoing support for infants and toddlers with developmental delays and special needs.
- Early Learning Coalition provides resources and referrals for child care and early learning programs.

c. Describe your organizations experience providing similar services.

Healthy Start of North Central Florida (HSNCF): The Florida Healthy Start program provides voluntary, universal screening of pregnant women and newborns to identify those at risk of poor birth, health and developmental outcomes. Based on the risks and needs identified,

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voluntary services are available for the family. Services include home visiting, care coordination, childbirth education, tobacco cessation, breastfeeding education and support, parenting education and support, mental health counseling, and prenatal care. For more than 25 years, HSNCF has been subcontracting with various agencies throughout the area to provide these services. Agencies that HSNCF has experience contracting with include the University of Florida, county health departments, community based care lead agencies, federally qualified health centers, and not-for-profit agencies.

UF-Health Shands- Nearly 900 expert UF College of Medicine and community physicians along with more than 9,000 skilled Shands nursing and support staff provide comprehensive high-quality patient care, from primary care and family medicine to subspecialty tertiary and quaternary services for patients with highly complex medical conditions. The faculty from the UF College of Medicine includes nationally and internationally recognized physicians whose expertise is supported by intensive research activities. UF Health Shands Hospital's specialty programs are consistently ranked among the nation's best in U.S. News and World Report Hospital ranking. In addition, UF Health Shands Hospital is one of just seven hospitals in the state of Florida to receive the Baby-Friendly designation, an international initiative that aims to improve breastfeeding support for new mothers sponsored by UNICEF. Lastly, UF Health is now offering a model of group prenatal care at its women's centers to help reduce the risk of premature birth. Both UF Health Women's Center Medical Plaza and UF Health Women's Center – Springhill offer the group prenatal care model. The UF Health Women's Center – Medical Plaza will be designated as the first Centering Pregnancy site in North Florida by the Centering Healthcare Institute over the next year. Pregnant women who wish to participate in the Centering Pregnancy model are grouped by their due dates. After a standard visit to their provider, the women join a group during their fourth month of pregnancy and meet monthly for 1.5-hour sessions. During these sessions, the women receive all the components of individual prenatal care. The women and their provider also discuss birth and newborn care as well as overall health and stress management. HSNCF is partnering with UF-Health and March of Dimes on the Centering Pregnancy and Centering Parenting Programs.

UF-Health Shands HomeCare (UFHC) provides home care services twenty-four (24) hours per day, seven (7) days per week including weekends and holidays. UFHC is a private, not-for-profit affiliated with the University of Florida. The agency provides nurses, medical social workers, physical, speech and occupational therapists, home health aides, personal care aides and infusion therapy.

North Florida Regional Medical Center (NFRMC) is committed to enriching the community through extraordinary healthcare with unmatched dedication and compassion. Their core values are: **Quality**-Pursuing the highest standards of clinical and service excellence; **Innovation**-Developing new ways to enhance patient care through best practices and advanced technologies; **Trust**-Inspiring confidence in the healthcare and support teams through competence, integrity and accountability; believing that the best from each of us inspires the best in all of us; and **Empowerment**-Strengthening patient participation in their healthcare decisions and encouraging employee voice by recognizing their contributions.

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Florida School of Traditional Midwifery- For 23 years, the Florida School of Traditional Midwifery has been committed to providing quality educational programs for those who share their desire to provide the best care for childbearing women and their families. Graduates of the midwifery program are eligible to become Florida Licensed Midwives (LM) and Certified Professional Midwives (CPM). FSTM offers direct-entry midwifery educational programs, which are based on combining the art of traditional midwifery with current knowledge of medical science and evidence-based practice. Their students' clinical experiences take place in a variety of settings: home birth practices, community-based birth centers, clinics, and hospitals, located throughout Florida. Their goal is to educate and prepare students to become skilled, caring midwives who will be available to serve women and families in their communities. Upon graduation, midwifery students are eligible to practice as Licensed Midwives (LM) in Florida. Licensed Midwives are trained professionals with the skills and expertise to provide care to low-risk, healthy individuals during the childbearing cycle. Licensed midwives monitor the physical, psychological, and social well-being of their patients, providing individualized education, counseling, prenatal care, continuous hands-on assistance during labor and delivery, and postpartum care to mother and newborn. This care includes preventative measures, the promotion of normal birth, and the detection of complications in mother and newborn. They are trained to identify when the care required is outside the midwife's scope of practice or expertise, and refer to other health care providers when needed for additional consultation or care. In Florida, licensed midwives typically work in the home or birth center setting.

Through this grant student assistance will be available through preceptorships. During the spring semester (January – April), fifteen (15) to twenty (20) first year midwifery students will be available to accompany the RN's on a home visit and assist as needed. Each student will be available for 60-70 hours each semester. In addition, there will be ancillary support by FSTM staff in the management of the Licensed Midwife home visits.

d. List and describe any required licensures, certifications, accreditations, or other achievements of the organization related to the successful implementation of the HBHVP program.

See the chart under Item 1a that provides this information.

2. Population to be served (5 points)

a. Estimate the number of births expected in calendar year 2017, 2018.

In 2016 there were 2,885 Alachua County resident births and 2,753 Alachua County resident births in the County. Therefore, we estimate there will be 2,700 births to Alachua County residents in calendar years 2017 and 2018. There were 2,681 hospital births (UF Health Shands-1,158 and North Florida Regional Medical Center-1,523), 52 home births and 20 births at the birthing center. The population to be served through this program will include all women who are Alachua County residents and give birth at UF-Health Shands, NFRMC, a birthing center in Alachua County or at their home in Alachua County.

b. Estimate the number of women to be invited to participate in the program

Our goal is to invite all women who are Alachua County residents and deliver their baby in Alachua to participate in this program. However, we know that issues may arise that will be out of our control, prior to a mother being discharged from the hospitals, therefore, we anticipate that 95% of Alachua County residents who deliver in Alachua County will be offered this program.

c. Estimate the number of women consenting to participate.

We estimate that during the first year of the program 70% of the women invited to participate will consent and be scheduled for a home visit and 60% will complete the home visit. We hope to see the consent rate and completed home visit rate increase by approximately 5% each year thereafter, as community outreach and education increases about the benefits and value of this universal countywide program.

3. Program Approach (10 points)

a. Describe how expectant mothers will be informed of the program, how consent to participate will be obtained, and scheduling of the initial home visit. Describe the criteria used to determine if subsequent visits are needed.

Expectant mothers will be informed of the program through their OB/GYN, licensed midwife, and during childbirth education classes and hospital tours, as program brochures and information will be shared at each of these locations. In addition, a countywide marketing plan has been developed and additional details about the ways in which outreach and community education will be implemented is provided in Section 4 of this proposal.

Before each newborn is discharged, the NHVP Family Partner (FP) will meet with and talk to each mother who delivers a baby at UF-Health Shands or North Florida Regional Medical Center and is an Alachua County resident and provide detailed information about the program. A full-time FP will be available Monday through Friday at each hospital and they will be responsible for educating each family about the NHVP and obtaining their consent for an RN to visit them in their home within one week of discharge. When a mother is discharged on the weekend or in the evening, the RN preparing the mother's discharge paperwork or another designated staff person at the Mom/Baby Unit at each hospital will have the responsibility for getting the mother's consent to participate in the program. The licensed midwives presently provide a post-partum home visit to their patients, so they will include additional assessments during the postpartum visit for both the mother and newborn and will provide additional educational information to ensure that all visits are congruent with the visit conducted by the RN's.

Monday through Friday the FP will review the hospital census and establish a list of potential participants. The goal will be to offer the NHVP to every Alachua County mother. Once the list



of potential participants has been created, the FP will contact each mother and establish rapport before she is discharged from the hospital. To develop rapport the FP will provide each mother with information about the benefits of the NHVP, the estimated length of the home visit, the educational information that will be provided, the assessments that will be conducted, the incentives to participate that will be available and the overall value of the visit to the mother, other caregivers and the newborn. The FP will also provide information on the short term case management that will be available if needed to link the family to any additional supports or services they might want or need. In addition, the nurse's business card will be provided and the card will include a picture of the nurses on the NHVP team and their contact information, so that each mother will know which nurse will be visiting her home so that she can feel safe about someone coming out to visit her and her newborn.

When written consent to participate in the program is obtained, the FP will schedule an appointment for the home visit. For home births and births at the birthing center the Family Partners job will be implemented by the licensed midwife who will also be conducting the Newborn Home Visit.

Each visit will be scheduled within one week of discharge from the hospital. With a birth at a birthing center or at home, the home visit will be scheduled within one week of the baby's birth. For those babies that are in the NICU, the FP will meet with the family in the hospital within 3 days after the baby's birth and schedule a telephone call with the RN within 3-5 days after that meeting with the family. In addition, the RN will conduct a home visit within 7 days after the newborn is discharged from the NICU.

During the visit, the RN or licensed midwife conducts a post-partum and newborn assessment, including an evaluation of the mother's and baby's physical, mental and social health history and service needs. In addition, education and referrals regarding post-partum and infant care are provided as indicated including understanding and knowledge of self-care, infant health, immunizations, infant sleep position, infant dietary intake, home safety, fire safety, and the importance of follow-up appointments with primary care providers. If additional medical care is needed for either the mother or the newborn the RN can assist the mother with making those arrangements with her physician or the newborn's pediatrician, if needed. However, if the family needs any additional services or resources including; parent education, ongoing breastfeeding education and support, nutritional support and information, child development education, or assistance with basic needs, diapers or formula the RN or licensed midwife will follow-up with the FP and she will make all referrals needed and provide short-term case management until the family is enrolled in the needed programs or receives the requested items.

b. List all items included in the physical assessments of mother and baby, and how your project will promote healthy infant care, parent-baby bonding, breast feeding support, healthy sleeping and infant growth and development. Describe how infant safety including pool safety is assessed. Identify any environmental concerns assessed, i.e., lead paint, tobacco use, etc. Include a copy of assessment tools as an attachment.

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During the physical assessment of the infant the following will be assessed: temperature, heart, respiration, head circumference, dermal icterus index, cord, circumcision, breast feeding and/or bottle feeding, elimination, weight, alertness, responsiveness and muscle tone.

During the home visit the following will be assessed for the mother: temperature, pulse, respirations, blood pressure, breasts, fundus, bowel movements, voiding, activities of daily living (including hygiene and sleep). In addition, psychosocial issues will be discussed and assessed and general education will be provided to address the following: history of depression, symptoms of post-partum depression, lack of support systems, history of perinatal loss, as well as intimate partner violence and "adverse childhood experiences". If the mother consents to a physical exam her perineum, incision or wound will also be assessed.

In addition, the RN will model and provide coaching for the mother and other caregivers on healthy infant care, parent-baby bonding, child development, and child safety, as well as provide breastfeeding education and support. Educational materials will be provided on these topics, as well as a list of community resources and links to various on-line videos that can provide additional information and education. If additional support is needed, the parents or caregivers will be offered ongoing home visiting services through Healthy Start, Healthy Families or MIECHV (Maternal, Infant, Early Childhood Home Visiting)-Parents as Teachers.

c. Describe the process to assess the caregivers mental and social health, history and service needs.

During the home visit the RN or licensed midwife will have an opportunity to develop rapport with the mother by discussing the baby's feeding and sleeping patterns, as well as child development issues. Once rapport has been developed at the home visit, various assessments will be conducted. The caregiver's mental health will be assessed using the Edinburgh Postnatal Depression Scale (see attached). In addition several questions will be asked on the initial intake form to determine if the mother may need information on community resources available to address intimate partner violence and to determine if any "adverse childhood experiences" exist that may impact emotional or physical health. In addition, the Life Skills Progression tool (see attached) will be used to determine relationships with family and friends, children, and supportive resources; education and employment; health and medical care, mental health and substance abuse/use, basic essentials available and needed, infant/child development s, as well as overall family strengths and opportunities for improvement or needs. Lastly, based on the results of the health assessment and these additional assessment tools, the RN will work with the family to determine what additional supports or services they may want and/or need. If additional services or supports are needed, the RN or licensed midwife will contact the FP at the respective hospital and she will work with the family to provide short-term case management until the family's needs have been addressed.

d. Describe how home visits will be scheduled and what sequence of events will occur once at the home. Describe safety plans for the home visit staff including staff training, policies and procedures.

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**CHILDREN'S TRUST OF ALACHUA COUNTY
AGREEMENT WITH
THE CHILD CENTER**

THIS AGREEMENT made and entered into this _____ day of _____, A.D., 20____ by and between the Children's Trust of Alachua County, established pursuant to Section 125.901 Florida Statutes and Alachua County Ordinance 18-08, hereinafter referred to as the "CTAC," and The CHILD Center a not-for-profit corporation organized under the laws of the State of Florida conducting business at 820 SW 62nd Terrace, Gainesville, FL 32607, hereinafter called "Agency" Collectively hereinafter CTAC and the Agency are referred to as the "Parties".

WITNESSETH:

WHEREAS, Alachua County issued Request for Application (RFA) #18-222, seeking applications from interested Qualified Agencies for the provision of Transformative Professional Development for Early Care and Education Program Providers (TPD); and

WHEREAS, pursuant to the RFA the Agency was selected to provide services requested through the RFA, through an early care and education model demonstration center for children aged birth to five years of age residing in Alachua County; and,

WHEREAS, Alachua County and the Agency entered into the *Children's Services Advisory Board Program Agreement Between Alachua County And the Child Center*, dated September 25, 2018, (the "Agreement") for the pilot TPD Program for the benefit of the Alachua County Children's Services Advisory Board; and,

WHEREAS, pursuant to Section 125.901 Florida Statute and Alachua County Ordinance 18-08, in November 2018 the voters of Alachua County voters approved the CTAC for the purpose of providing children's services throughout Alachua County ; and,

WHEREAS, the CTAC has agreed to exercise the responsibilities formerly executed by the Alachua County board of County Commissioners, through the Alachua County Children's Services Advisory Board, of providing developmental, preventive, and supportive services for children. ; and,

WHEREAS, CTAC is desirous of entering into an Agreement with the CHILD Center to continue to support programs and its services provided by the Agency;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

Section 1. Term:

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A. This agreement shall commence on October 1, 2019 and continue through and including September 30, 2020, unless earlier terminated, as provided herein. This Agreement may be renewed for one (1) additional one (1) year periods under the terms and specifications contained herein.

B. CTAC performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Children's Trust of Alachua County. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. Scope of Services:

A. CTAC agrees to provide funding to the Agency for the program outlined in **Attachment A** attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in **Attachment A**.

Section 3. Billing and Compensation:

A. For the performance of the services detailed in Section 2 of this agreement, CTAC shall pay the Agency an amount not to exceed \$439,228.00 as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by CTAC, an Invoice and Data Report, **Attachment B1** and **B2** to CTAC requesting payment for services properly rendered and expenses due. No payment shall exceed fifteen percent (15%) of the total amount awarded. The Agency invoice shall be accompanied by such documentation, or data, in support of expenses for which payment is sought as the CTAC may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to CTAC that, upon receipt by the Agency of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full, that the services or expenses have not been reimbursed by another agency, and that the services provided served a public purpose. The Agency shall submit invoices to CTAC at the following address:

Chair, Children's Trust of Alachua County
c/o Children's Trust Record Custodian
218 SE 24th Street
Gainesville, FL 32641

D. In the event that CTAC becomes credibly informed that any representations relating to payment are wholly or partially inaccurate, CTAC may withhold payment of sums then or in the future

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otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to CTAC's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act).

F. Invoice payments shall be sent to:

The CHILD Center
c/o John VanDuzer Treasurer
James Moore and Company
5931 NW 1st Place
Gainesville, FL 32607

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

- 1) Maintain financial records and reports relating to utilization of the funds;
- 2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program;
- 3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department;

B. Reports shall be submitted as described in **Attachment C**.

C. Reports shall be sent to:

Chair, Children's Trust of Alachua County
c/o Children's Trust Record Custodian
218 SE 24th Street
Gainesville, FL 32641

D. CTAC may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, CTAC will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. CTAC will give the Agency seven (7) days to submit a plan for curing the default. The CTAC Chair is authorized to provide written notice of default on behalf of CTAC, and if the default situation is not corrected within the allotted time, the CTAC Chair is authorized to provide final termination notice to the Agency.

B. CTAC may terminate the agreement without cause by first providing at least sixty (60) days written notice to the Agency prior to the termination date. The CTAC Chair is authorized to provide written notice of termination on behalf of the CTAC. CTAC will pay the Agency for all work completed prior to termination.

C. If funds to finance this agreement become unavailable, CTAC may terminate the agreement with no less than twenty-four (24) hours' notice in writing to the Agency. CTAC will be the final authority as to the availability of funds. CTAC will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by CTAC to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this Agreement. When applicable, CTAC will identify any deficiencies to the Agency in writing and prepare a corrective action plan to rectify all deficiencies noted. The Agency failure to correct the deficiencies within the agreed upon time period may result in CTAC withholding payments or the Agency being deemed in breach or default resulting in termination of this Agreement.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties. However, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations makes changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and CTAC representative are:

CTAC: Chair, Children's Trust of Alachua County
c/o Children's Trust Record Custodian
218 SE 24th Street
Gainesville, FL 32641

AGENCY: The CHILD Center
c/o John VanDuzer Treasurer

James Moore and Company
5931 NW 1st Place
Gainesville, FL 32607

A copy of any notice shall also be sent to:

Alachua County: Jesse K. Irby II
 Clerk of the Circuit Court
 12 SE 1st Street
 Gainesville, Florida 32602
 Attn: Finance and Accounting

And to

 Procurement Division
 12 SE 1st Street
 Gainesville, Florida 32601
 Attn: Contracts

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CTAC. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, or purport to act or be deemed to be the agent, representative, employee or servant of CTAC.

B. For Independent Contractors outside the construction industry with fewer than four (4) employees choosing not to secure workers' compensation coverage under the Florida Workers' Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to workers' compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of CTAC.

Section 11. Indemnification:

A. The Agency agrees to protect, defend, indemnify, and hold CTAC and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands,

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obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to: personal injury, death, damage to property (including destruction), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Agency further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by CTAC, and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Agency agrees that indemnification of CTAC shall extend to any and all work performed by the Agency, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Agency's insurance coverage. This indemnification provision shall survive the termination of the Agreement between CTAC and the Agency. Nothing contained herein shall constitute a waiver by CTAC of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

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Section 17. Conflict of Interest:

A. The Agency warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify CTAC of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. General Provisions:

1) Any document submitted to CTAC may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

2) In accordance with Section 119.0701, Florida Statutes, the Agency, *when acting on behalf of CTAC*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from CTAC's custodian of public records, provide CTAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Agency shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) Contractor shall 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 Agreement and following completion of this Agreement if the Professional does not transfer the records to CTAC.

B. Confidential Information

1) During the term of this Agreement or license, the Agency may claim that some or all of Agency's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. The Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and CTAC shall use its best efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI."

2) CTAC shall promptly notify the Agency in writing of any request received by CTAC for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold CTAC, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by CTAC, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Agency releases CTAC from claims or damages related to disclosure by CTAC.

C. Project Completion: Upon completion of, or in the event this Agreement is terminated, the Agency, *when acting on behalf of CTAC* as provided under 119.011(2), F.S., shall transfer, at no cost, to CTAC all public records in possession of the Agency or keep and maintain public records required by CTAC to perform the service. If the Agency transfers all public records to CTAC upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to CTAC, upon request from CTAC's custodian of public records, in a format that is compatible with the information technology systems of CTAC.

D. Compliance

1) If the Agency does not comply with CTAC's request for records, CTAC shall enforce the contract provisions in accordance with the contract.

2) An Agency who fails to provide the public records to CTAC within a reasonable time may be subject to penalties under s. 119.10.

IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CTAC REPRESENTATIVE AT Children's Trust Record Custodian, 218 SE 24th Street, Gainesville, FL 32641 childrenstrust@alachuacounty.us

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Children's Trust Records Custodian or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. the Agency agrees to notify the Children's Trust Records Custodian of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Children's Trust Records Custodian to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. No Religious or Sectarian Requirement:

A. In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, the funding provided under this Agreement may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The program shall not promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

Section 24. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge CTAC support in all materials and announcements regarding this award, according to directives issued by CTAC. The phrase, "Supported by the Children's Trust of Alachua County" , is to be added to all published material, announcements and websites related to this funding. Any use by Agency of any CTAC Logo or other identifying design must be approved in advance by CTAC's Communications Office.

Section 25. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 26. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

CHILDRENS TRUST OF ALACHUA COUNTY

By: _____
Name: Ken Cornell
Title Interim Chair
Date: _____

ATTEST:

APPROVED AS TO FORM

Jesse K. Irby II, Clerk

Alachua County Attorney's Office

(SEAL)

AGENCY

ATTEST (By Corporate Officer)

By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____
Date: _____

ATTACHMENTS:

- Attachment A: Scope of Service**
- Attachment B: Monthly Invoice**
- Attachment B: Monthly Invoice Data Measurement**
- Attachment C: Program Performance Measurements**

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ATTACHMENT A: CHILD Center Scope of Services (Revised)

1. Provide 13,877 days (up to 57 children daily) of licensed early child care and education services for children from birth to age 5.
2. Develop a model high quality early care and education program including written materials and procedures that will be shared with other early learning and care programs in Alachua County.
3. Conduct parent and family education events to increase awareness of the importance of early learning, community resources available to assist families, and how parents can reinforce the child's learning.
4. Collaborate with experts in the field of early learning and care to document, refine, and share a practice based coaching method of professional development.
5. In relationship with the Early Learning Coalition of Alachua County disseminate the practice based coaching materials and strategies with five satellite early learning and care centers located in Alachua County selected through the completion of:
 - a. a readiness assessment
 - b. assessment of teaching practices
 - c. assessment of children's development
 - d. analyze teacher and child performance data.
6. Conduct a Child Care Administrator Mentorship Program and Training Academy to develop leadership skills such as effective supervision, coaching, fiscal planning, and operations management for Certified Child Care Administrators annually.
7. In coordination with mental health agencies provide a coordinated support for children and families as needed to address early childhood issues and promote child and family well-being.

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Attachment B1 (Revised Project Budget)

Contracted Line Item	Sub-Section	\$ Amount in RFP Budget and/or Contract	Proposed New \$ Amount or change in description	Change
Personnel		\$50,000	N/A	0
Fringe Benefits		\$4,070	N/A	0
Operating Expenses		\$1,887	N/A	0
Contractual		\$209,525	N/A	0
	ELC Lead Implementation Coach	\$37,000	Up to \$40,000	\$3,000
	Fringe Benefits	\$14,204	N/A	0
	Second Implementation Coach and related fringe benefits	0	Up to \$57,000	\$57,000
	Equipment/ Classroom Enhancement	\$85,500	\$25,500	(\$60,000)
	Training	\$25,000	Broader description of training	0
	Staff Incentives	\$23,750	More flexibility with distribution of incentives	0
	Director Bonus	\$10,000	More flexibility with distribution of bonus	0
Other Expenses		\$173,746	N/A	0
Total Project Expenses		\$439,228	N/A	0

Attachment B (Revised 07/12/19)

Monthly Invoice
Children's Services Advisory Board
The CHILD Center

Month:

Line Item	Budget	Monthly Actual	Year to Date	Remaining Budget
Personnel	\$ 50,000.00			
Fringe Benefits	\$ 4,070.00			
Operating Expenses	\$ 1,887.00			
Contractual	\$ 209,525.00			
Other Expenses	\$ 173,746.00			
Total Project Expenses	\$ 439,228.00			

Amount Requested for the Month:

Total Amount of Award: \$ 439,228.00

Percentage of Award Expended: %

Please attach supporting documentation for all claimed expenses.

Prepared by: _____ / /

Approved by: _____ / /

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ATTACHMENT B2: Monthly Invoice Data and Performance Measures Report

CHILD Center Data and Performance Measures Report For the Month of:	
Measure	Number
Number of days of licensed early child care and education services for children from birth to age 5 provided	
Number of children from birth to age 5 provided with licensed early care and education services	
Number of parent and family education events held	
Number of parent and family members attending education events.	
Number of experts collaborated with in the field of early learning and care to document, refine, and share a practice based coaching method of professional development.	
Number of satellite early learning and care centers located in Alachua County selected through the completion of:	
a. Readiness assessment	
b. assessment of teaching practices	
c. assessment of children's development	
d. analyze teacher and child performance data.	
Number of Certified Child Care Administrators participating in mentorship and learning academies.	
Number of mental health agencies providing services to address early childhood issues and promote child and family well-being.	
Number of children and family members receiving services related to mental health issues to promote child and family well-being.	
Comments/Narrative:	
Submitted by:	
Please attach copy of report to monthly invoice.	

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Attachment C: Performance Measurements

Program Performance Measures	Measurement Interval
# of children served by the CHILD center	Monthly
# of children identified as "at risk" on ASQ Screener of Child Development	Annual
% of children enrolled in the program scoring proficient on age appropriate measure of development	Twice per year
# of families attending parent education events at CHILD Center	Monthly
# of teachers attending PBC/CHILD Center professional development series	Monthly
Scores on observational measure of teacher performance (e.g. CLASS, TPOT) among teachers receiving PBC services	Annual
% of evidence-based teaching practices implemented with fidelity among teachers receiving PBC services	Weekly

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**CHILDREN'S TRUST OF ALACHUA COUNTY
AGREEMENT WITH
MERIDIAN BEHAVIORAL HEALTHCARE**

THIS AGREEMENT made and entered into this _____ day of _____, A.D., 20____ by and between the Children's Trust of Alachua County, established pursuant to Section 125.901 Florida Statutes and Alachua County Ordinance 18-08, hereinafter referred to as the "CTAC," and Meridian behavioral Healthcare, a not-for-profit corporation organized under the laws of the State of Florida conducting business at 4300 SW 13th Street, Gainesville, FL 32608, hereinafter called "Agency" Collectively hereinafter CTAC and the Agency are referred to as the "Parties".

WITNESSETH:

WHEREAS, Alachua County issued Request for Application (RFA) #18-223, seeking applications from interested Qualified Agencies for the provision of a Healthy Social and Emotional Development and Family Support pilot program (SED); and

WHEREAS, pursuant to the RFA the Agency was selected to provide services requested through the RFA, through its SED pilot program, a community-based collaboration between Meridian Behavioral Healthcare, the lead agency; Partnership for Strong Families; and the Child Advocacy Center with the aim of supporting early learning center teachers and staff in addressing challenging classroom behaviors for children aged birth to five residing in Alachua County, Florida; and;

WHEREAS, Alachua County and the Agency entered into the *Children's Services Advisory Board Program Agreement Between Alachua County And Meridian Behavioral Healthcare*, dated September 25, 2018, (the "Agreement") for the pilot SED Program for the benefit of the Alachua County Children's Services Advisory Board; and,

WHEREAS, pursuant to Section 125.901 Florida Statute and Alachua County Ordinance 18-08, in November 2018 the voters of Alachua County voters approved the CTAC for the purpose of provide children's services throughout Alachua County ; and,

WHEREAS, the CTAC has agreed to exercise the responsibilities formerly executed by the Alachua County board of County Commissioners, through the Alachua County Children's Services Advisory Board, of providing developmental, preventive, and supportive services for children. ; and,

WHEREAS, CTAC is desirous of entering into an Agreement with Meridian Behavioral Healthcare to continue to support programs and its services provided by the Agency;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

Section 1. Term:

A. This agreement shall commence on October 1, 2019 and continue through and including September 30, 2020, unless earlier terminated, as provided herein. This Agreement may be renewed for one (1) additional one (1) year periods under the terms and specifications contained herein.

B. CTAC performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Children's Trust of Alachua County. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. Scope of Services:

A. CTAC agrees to provide funding to the Agency for the program outlined in **Attachment A** attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in **Attachment A**.

Section 3. Billing and Compensation:

A. For the performance of the services detailed in Section 2 of this agreement, CTAC shall pay the Agency an amount not to exceed \$354,636.00 as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by CTAC, an invoice **Attachment B** to CTAC requesting payment for services properly rendered and expenses due. No payment shall exceed fifteen percent (15%) of the total amount awarded. The Agency invoice shall be accompanied by such documentation, or data, in support of expenses for which payment is sought as the CTAC may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to CTAC that, upon receipt by the Agency of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full, that the services or expenses have not been reimbursed by another agency, and that the services provided served a public purpose. The Agency shall submit invoices to CTAC at the following address:

Chair, Children's Trust of Alachua County
c/o Children's Trust Record Custodian
218 SE 24th Street
Gainesville, FL 32641

D. In the event that CTAC becomes credibly informed that any representations relating to payment are wholly or partially inaccurate, CTAC may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to CTAC's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act).

F. Invoice payments shall be sent to:
Fiscal Department
Meridian Behavioral Healthcare, Inc.
PO Box 141750
Gainesville, FL 32614-1750

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

- 1) Maintain financial records and reports relating to utilization of the funds;
- 2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program;
- 3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department;

B. Reports shall be submitted as described in Attachment C.

C. Reports shall be sent to:

Chair, Children's Trust of Alachua County
c/o Children's Trust Record Custodian
218 SE 24th Street
Gainesville, FL 32641

D. CTAC may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, CTAC will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. CTAC will give the Agency seven (7) days to submit a plan for curing the default. The CTAC Chair is authorized to provide written notice of default on behalf of CTAC, and if the default situation is not corrected within the allotted time, the CTAC Chair is authorized to provide final termination notice to the Agency.

B. CTAC may terminate the agreement without cause by first providing at least sixty (60) days written notice to the Agency prior to the termination date. The CTAC Chair is authorized to provide written notice of termination on behalf of the CTAC. CTAC will pay the Agency for all work completed prior to termination.

C. If funds to finance this agreement become unavailable, CTAC may terminate the agreement with no less than twenty-four (24) hours' notice in writing to the Agency. CTAC will be the final authority as to the availability of funds. CTAC will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by CTAC to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this Agreement. When applicable, CTAC will identify any deficiencies to the Agency in writing and prepare a corrective action plan to rectify all deficiencies noted. The Agency failure to correct the deficiencies within the agreed upon time period may result in CTAC withholding payments or the Agency being deemed in breach or default resulting in termination of this Agreement.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties. However, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations makes changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and CTAC representative are:

CTAC: Chair, Children's Trust of Alachua County
c/o Children's Trust Record Custodian
218 SE 24th Street
Gainesville, FL 32641

AGENCY: President/CEO
Meridian Behavioral Healthcare, Inc.
4300 SW 13th Street

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Gainesville, FL 32608

A copy of any notice shall also be sent to:

Alachua County: Jesse K. Irby II
 Clerk of the Circuit Court
 12 SE 1st Street
 Gainesville, Florida 32602
 Attn: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CTAC. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, or purport to act or be deemed to be the agent, representative, employee or servant of CTAC.

B. For Independent Contractors outside the construction industry with fewer than four (4) employees choosing not to secure workers' compensation coverage under the Florida Workers' Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to workers' compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of CTAC.

Section 11. Indemnification:

A. The Agency agrees to protect, defend, indemnify, and hold CTAC and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to: personal

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injury, death, damage to property (including destruction), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Agency further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by CTAC, and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Agency agrees that indemnification of CTAC shall extend to any and all work performed by the Agency, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Agency's insurance coverage. This indemnification provision shall survive the termination of the Agreement between CTAC and the Agency. Nothing contained herein shall constitute a waiver by CTAC of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify CTAC of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. General Provisions:

1) Any document submitted to CTAC may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

2) In accordance with Section 119.0701, Florida Statutes, the Agency, *when acting on behalf of CTAC*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from CTAC's custodian of public records, provide CTAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Agency shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) Contractor shall 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 Agreement and following completion of this Agreement if the Professional does not transfer the records to CTAC.

B. Confidential Information

1) During the term of this Agreement or license, the Agency may claim that some or all of Agency's information, including, but not limited to, software documentation, manuals, written

methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. The Agency shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and CTAC shall use its best efforts to maintain the confidentiality of the information properly identified by the Agency as “Confidential Information” or “CI.”

2) CTAC shall promptly notify the Agency in writing of any request received by CTAC for disclosure of Agency’s Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold CTAC, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by CTAC, at Agency’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Agency releases CTAC from claims or damages related to disclosure by CTAC.

C. Project Completion: Upon completion of, or in the event this Agreement is terminated, the Agency, *when acting on behalf of CTAC* as provided under 119.011(2), F.S., shall transfer, at no cost, to CTAC all public records in possession of the Agency or keep and maintain public records required by CTAC to perform the service. If the Agency transfers all public records to CTAC upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to CTAC, upon request from CTAC’s custodian of public records, in a format that is compatible with the information technology systems of CTAC.

D. Compliance

1) If the Agency does not comply with CTAC’s request for records, CTAC shall enforce the contract provisions in accordance with the contract.

2) An Agency who fails to provide the public records to CTAC within a reasonable time may be subject to penalties under s. 119.10.

IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CTAC REPRESENTATIVE AT Children’s Trust Record Custodian, 218 SE 24th Street, Gainesville, FL 32641 childrenstrust@alachuacounty.us

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Children's Trust Records Custodian or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Children's Trust Records Custodian of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Children's Trust Records Custodian to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. No Religious or Sectarian Requirement:

A. In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, the funding provided under this Agreement may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The program shall not promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

Section 24. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge CTAC support in all materials and announcements regarding this award, according to directives issued by CTAC. The phrase, "Supported by the Children's Trust of Alachua County", is to be added to all published material, announcements and websites related to this funding. Any use by Agency of any CTAC Logo or other identifying design must be approved in advance by CTAC's Communications Office.

Section 25. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 26. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

CHILDRENS TRUST OF ALACHUA COUNTY

By: _____
Name: Ken Cornell
Title: Interim Chair
Date: _____

ATTEST:

APPROVED AS TO FORM

Jesse K. Irby II, Clerk

Alachua County Attorney's Office

(SEAL)

AGENCY

ATTEST (By Corporate Officer)

By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____
Date: _____

ATTACHMENTS:

- Attachment A: Scope of Service**
- Attachment B: Monthly Invoice**
- Attachment C: Data Reporting**

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Attachment A – Scope of Services

- A. Employ the following personnel at the level specified:
1. Director, Children’s Outpatient Services-Alachua, .25 FTE (10 hours a week on average) to oversee program operations, supervise employees, contract compliance, and implement trauma responsive programming. Must be licensed in accordance with Florida law.
 2. Early Childhood Mental Health Consultant, 2.0 FTE (40 hours a week on average each) to provide consultative services to assist early child care providers in identifying and responding to disruptive behaviors in the classroom, education of the provider employees to better understand early childhood trauma and mental health disorders. Provide trauma informed counseling services to children and family members diagnosed with early childhood mental health disorders. Must be masters level clinician or above and possess a current Florida license.
 3. Provide for directly or through subcontract, 2.0 FTE (40 hours a week on average, each) Early Childhood Family Support Facilitator, to assess and provide consultative and referral services to the individuals and families identified and served by the Early Childhood Mental Health Consultants. Conduct outreach activities to identify community agencies, businesses, and individuals who work with families and children from birth to age 5. Coordinate and connect families and children with needed services.
- B. Coordinate with the Early Learning Coalition of Alachua County to assess and identify up to five (5) early childcare and education program provider sites (Centers) where early childhood mental health services will be provided and recommend approval of selection to the County.
- C. Provide and share educational and other resources with the approved Centers employees to increase their knowledge of early childhood developmental stages, trauma, and trauma informed care.
- D. Conduct and record the results of quarterly stakeholder meetings to draft and assist with developing program procedures, develop a shared data plan, and coordinate services for families and children.
- E. Implement the Head Start Trauma Smart approach to Early Childhood Mental Health Consultation by providing consultative services in the classroom about and to create a more trauma responsive environment.
- F. Provide individualized counseling services in the classroom to address the needs of those children whose display persistently disruptive behaviors. Administer the Children’s Functional Assessment Rating Scale (CFARS) for children referred or assigned to consultative services. Meet with Center staff to develop a behavior plan to reduce or eliminate the disruptive behaviors. Conduct periodic meetings with the caregiver, teacher, and staff to discuss subsequent observations and recommendations.
- G. As determined by observation and assessment, implement one-on-one intervention with the child and family at the Center, at the child’s home, or other alternate public location.

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- H. Provide directly or through contract with a qualified organization, monthly or more frequently as needed, multi-disciplinary team meetings to identify and coordinate services for children and families.
 - I. Conduct a social media campaign to announce the program and continually inform the public of the program purpose, goals, and outcomes. Publish trauma responsive Parent Tips and other materials to keep ongoing contact with the Center caregivers. Host informal meetings with the Centers to promote continual awareness of the project.
 - J. Meet as requested periodically with the Children's Trust of Alachua County to report on pilot program implementation status.

DRAFT

Healthy Social and Emotional Development and Family Support (SED) Pilot

Attachment B – Monthly Invoice

Monthly Invoice
 Children's Services Advisory Board
 Meridian SED Partnership Healthy Social and Emotional Development and Family Support (SED) Pilot

For the period of ___/___/___ to ___/___/___

Line Item	Budget	Monthly Actual	Year to Date	Remaining Budget
Personnel	\$ 210,000.00			
Fringe Benefits	\$ 55,200.00			
Operating Expenses	\$ 29,404.00			
Training	\$ 1,370.00			
Incidentals	\$ 10,000.00			
Specialized Services	\$ 9,380.00			
Administrative	\$ 29,282.00			
Total Project Expenses	\$ 354,636.00			

Amount Requested for the Month: _____
 Total Amount of Award: \$ 354,636.00
 Percentage of Award Expended: _____ %

Please attach supporting documentation for all claimed expenses.

Prepared by: _____ / /

Approved by: _____ / /

Remit Payment to: Meridian Behavioral Healthcare, Inc.
 PO Box 141750
 Gainesville, FL 32614-1750

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Healthy Social and Emotional Development and Family Support (SED) Pilot

Attachment C – Data Reporting

A. Provide annual data reports that indicate the extent to which the following outcomes are achieved:

- 1) Decrease in the number of calls for assistance from the Centers at the end of each grant year, compared to the prior grant year.
- 2) Decrease in the number of reported disruptive behaviors from the Center and parents/caregiver
- 3) Decrease in expulsions and suspensions each year compared to the previous year.
- 4) As measured by the Gunderson pre and posttest, increase in Center staff knowledge of trauma responsive principles.
- 5) Increase in stability and protective factors among families receiving consultation through connections to community services and resources as measured by the needs assessment and follow up.
- 6) Improvements in child functioning as measured by the CFARS at admission and discharge.
- 7) Aggregated client survey results of satisfaction and confidence to effectively handle more difficult classroom situations.

B. Provide monthly data reports on the following:

- 1) Number of hours of classroom observation
- 2) Number of times responding to calls for assistance
- 3) Number of children receiving prevention services
- 4) Number of children assessed
- 5) Number of children counseled
- 6) Number of home visits
- 7) Number of Center staff receiving skills training
- 8) Number of parents receiving educational or consultative services

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