Gra	ints & Contracts - Transmittal Memo
DATE:	October 10, 2018
FROM:	Purchasing Division, Contracts
TO:	Cathie Whitney
CONTRACT #:	11051
VENDOR:	Children's Home Society of Florida
DESCRIPTION:	#11051 Children's Home Society of Florida CAPP Agreement for Howard Bishop Community Partnership School program. RFA 19-198
APPROVED BY:	Board of County Commissioners
APPROVAL DATE:	October 9, 2018
RECEIVED ON:	October 10, 2018
TERM START:	October 10, 2018
TERM END:	December 31, 2021
AMOUNT:	\$62,550.00 per fiscal year
RFP/BID #:	19-198
POR # (ENCUMBERANCE):	
ACTIONS REQUIRED:	Please forward a copy to the vendor & retain a copy for your files.

# COMMUNITY AGENCY PARTNERSHIP PROGRAM (CAPP) AGREEMENT BETWEEN ALACHUA COUNTY AND Children's Home Society of Florida

THIS AGREEMENT made and entered into this  $9^{\pm}$  day of  $6 \pm 6 \pm 6 \pm 6$ ,  $20 \times 8$  by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," and **Children's Home Society of Florida**, a not-for-profit corporation organized under the laws of the State of Florida hereinafter called "Agency" (collectively hereinafter referred to as "Parties")

# WITNESSETH:

WHEREAS, each fiscal year the County allocates funds for use in making competitive grant awards to various 501(c)(3) non-profit organizations through the Community Agency Partnership Program (CAPP) for poverty reduction programs; and,

WHEREAS, the County issued Request for Application (RFA) #19-198 seeking applications from interested qualified organizations for provision of services funded by CAPP; and,

WHEREAS, the Agency timely submitted a responsive application to the County for funds to support its Howard Bishop Community Partnership School Program (the "Program"); and

WHEREAS, the County has deemed that the Agency is a qualified organization and the Program is a poverty reduction program; and

WHEREAS, the County is desirous of contributing to the Program services as 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 which is acknowledged by the Parties, the Parties hereby agree as follows:

#### Section 1. <u>Term</u>:

A. **This Agreement** shall commence upon execution by the Parties and continue until all repayment obligations are met or until December 31, 2021, whichever comes first, unless terminated earlier as provided herein.

B. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The Parties hereto understand that this Agreement is not a commitment of future appropriations.

CAPP Agreement between Alachua County and \_\_\_\_\_\_ RFA 19-198

C. <u>Scope of Services</u>: The Agency shall provide its Howard Bishop Community Partnership School Program to offer holistic education and support services for eligible, at risk Howard Bishop School students that will consist of after school tutoring and homework help during the academic year, "summer bridge" programming during the summer break, and acceleration activities available throughout both periods, in addition to mental health services for students and their families that may include individual, family and group therapy.

# Section 2. <u>Billing and Reimbursement</u>:

A. For expenses related to the performance of the services detailed in Section 1.C, Scope of Service of this Agreement, including those rendered since October 1, 2018, the County shall reimburse the Agency an amount not to exceed \$62,550 per fiscal year as specified in Exhibit "1" CAPP Budget and Unit Cost Worksheet for October 1 through September 30 of the years 2018-19, 2019-20, and 2020-21 (herein, "CAPP Grant Periods").

**B.** The County shall provide reimbursement up to the amounts included in this Agreement. The Agency understands that it is only entitled to reimbursement for properly invoiced Program expenses incurred during the CAPP Grant Periods. As a condition precedent for any reimbursement, the Agency shall submit a CAPP Invoice (Exhibit "2" CAPP / CHOICES Program Unit Cost Invoice) to the County requesting reimbursement for services properly rendered and expenses due, on a monthly basis unless otherwise agreed in writing by the County Manager.

C. No single reimbursement shall exceed 1/3 of the total amount awarded by the County for any fiscal year. The Agency's CAPP Invoice shall be accompanied by such documentation and data in support of expenses for which reimbursement is sought as the County may require. The County shall be the sole determiner of whether documentation and data is adequate to support a reimbursement request.

D. The Agency shall submit its final CAPP invoice for each CAPP Grant Period by November 15<sup>th</sup> of each year. The County has no obligation to provide reimbursement to the Agency for invoices which include expenses incurred in any previous CAPP Grant Period if submitted after November 15<sup>th</sup>. Submission of Agency's CAPP Invoice for final reimbursement each CAPP Grant Period shall further constitute Agency's representation to the County 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 CAPP Invoices to the County at the following address:

CAPP Program Manager Alachua County Department of Community Support Services 218 SE 24<sup>th</sup> Street Gainesville, Florida 32641 E. In the event that the County becomes credibly informed that any representations relating to reimbursement or reimbursement requests are wholly or partially inaccurate, the County may withhold reimbursements of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

F. Reimbursements 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).

G. CAPP Invoice reimbursements shall be sent to:

Children's Home Society of Florida c/o Tracy McDade 3027 San Diego Road Jacksonville, FL 32207

# Section 3. Audit, Records, Reporting, and Monitoring:

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 County;

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached **Exhibit "3"** are mandatory. The Agency shall submit these reports to the County at the following address:

CAPP Program Manager Alachua County Department of Community Support Services 218 SE 24<sup>th</sup> Street Gainesville, Florida 32641

C. The County's obligation to reimburse is contingent on the Agency's compliance with the deliverable and program requirements detailed in this Agreement.

D. 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

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the County to inspect all records, papers, documents, facilities, goods and services of the Agency, and to interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this Agreement.

# Section 4. <u>Default and Termination</u>:

A. The failure of the Agency to comply with any provision of this Agreement will place the Agency in default. Prior to terminating this Agreement for cause, the County will notify the Agency in writing of the reason for the default. This notification will make specific reference to the reason(s) for the default. The Agency has 7 business days to submit a plan to the County for curing the default. The County has 5 business days to inform the Agency if the plan is sufficient and how long the Agency has to effectuate the cure. The CAPP Program Manager is authorized to provide written notice of default on behalf of the County. The County Manager is authorized to provide written notice of termination for default on behalf of the County.

B. The County may terminate this Agreement without cause by first providing at least 24 hours' written notice to the Agency prior to termination. The County Manager is authorized to provide written notice of termination without cause on behalf of the County.

C. If funds to finance this Agreement become unavailable, the County may terminate this Agreement with no less than 24 hours' notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County Manager is authorized to provide written notice of termination on behalf of the County. The County will reimburse the Agency for all work completed prior to any notice of termination.

**Section 5.** <u>Modifications</u>: This Agreement or any part hereof may not be changed, amended, waived, discharged or terminated except by an instrument in writing signed by all Parties and executed with the same formality as this Agreement. Requests for contract modifications and amendments shall be made in a timely manner and within the current CAPP Grant Period. 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 6. <u>Notices</u>:

A. Except as otherwise provided in this Agreement, any notice, including notices 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 2 business days after mailing, unless delivery 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, County and Agency representatives are, respectively:

Alachua County:

Director Dept. of Community Support Services 218 SE 24<sup>th</sup> Street Gainesville, Florida 32641

AGENCY:

Tracy McDade 3027 San Diego Road Jacksonville, FL 32207

A copy of any notice shall also be sent to:

Alachua County:

J.K. "Jess" Irby, Esq. Clerk of the Circuit Court 12 SE 1<sup>st</sup> Street Gainesville, Florida 32602 Attn: Finance and Accounting

And to

Procurement Division 12 SE 1<sup>st</sup> Street Gainesville, Florida 32601 Attn: Contracts

Section 7. <u>Assignment of Interest</u>: Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

Section 8. <u>Independent Contractor</u>:

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 the County. 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 the County.

**B.** For independent contractors outside the construction industry with fewer than 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.

Page 5 \_\_RFA 19-198 **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 the County.

# Section 9. <u>Indemnification</u>:

THE AGENCY HEREBY WAIVES AND RELEASES, AND AGREES TO A. PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, REPRESENTATIVES, **VOLUNTEERS**, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO, OR IN ANY WAY RESULTING FROM OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, OR EXERCISE OF ANY RIGHTS, PRIVILEGES, OR USES ALLOWED OR GRANTED IN THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE NEGLIGENCE ACTS OR **OMISSIONS OF ALACHUA COUNTY.** 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 the County and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false, or fraudulent. The Agency agrees that indemnification of the County shall extend to any and all work performed by the Agency, its sub-Professionals, 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 the Agency's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Agency.

B. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of \$768.28, Florida Statutes.

**Section 10.** <u>Laws & Regulations</u>: 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 regulation and all subsequent damages or fines.

**Section 11.** <u>Non-Waiver</u>: 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 12.** <u>Severability</u>: 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 13.** <u>Entire Agreement</u>: This Agreement contains all the terms and conditions agreed upon by the Parties.

**Section 14.** <u>Collusion</u>: 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 15.** <u>Conflict of Interest</u>: 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 the County of any conflict of interest due to any other clients, contracts or property interests.

**Section 16.** <u>Third Party Beneficiaries</u>: This Agreement does not create any relationship with, or any rights in favor of, any third party.

**Section 17.** <u>Governing Law and Venue</u>: This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

**Section 18.** <u>Construction</u>: 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 the Parties have each substantially contributed to the preparation of this Agreement.

### Section 19. Project Records:

# A. General Provisions:

1) Any document submitted to the County may be a public record and may be 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 §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 §119.0701, Florida Statutes, the Agency, *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes., shall keep and maintain public records

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as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County 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) The Agency 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 Agency retains the records to the County.

# **B.** Confidential Information

1) During the term of this Agreement, 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 §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 the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI."

2) The County shall promptly notify the Agency in writing of any request received by the County 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 the County, 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'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 County from claims or damages related to disclosure by County.

C. Project Completion: Upon completion of, or in the event this Agreement is terminated, the Agency, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes., shall transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion or termination of this 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 this Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

# D. Compliance

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

2) An Agency who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10 Florida Statutes.

# IF THE AGENCY HAS QUESTIONS REGUARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL <u>gtysowsky@alachuacounty.us</u> PHONE (352) 264-6700 or US MAIL: 218 SE 24<sup>th</sup> Street, Gainesville, FL 32641

**Section 20.** <u>Communications</u>: The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the CAPP Program Manager or other CAPP representative within 24 business hours from the time the e-mail was received electronically. The Agency agrees to notify the CAPP Program Manager of any changes in e-mail, CAPP Program staff, postal mailing address, etc. within 24 hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the CAPP Program Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 21. <u>No Religious or Sectarian Requirement</u>: 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 22. <u>Award Acknowledgement of Support</u>: The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program", is to be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in writing in advance by the County's Communications Office.

**Section 23.** <u>Counterparts</u>: This Agreement may be executed in any number of and by the 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. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Section 24. <u>Exhibits</u>: All Exhibits to this Agreement are incorporated into and made part of this Agreement by reference.

# **REMAINDER OF PAGE INTENTIONALLY LEFT 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.

ALACHUA COUNTY, FLORIDA

By:

Chair, Board of County Commissioners

Date: \_\_\_\_\_\_10/9/12

ATTEST:

J.K. "Jess" Irby, Esq.

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

ATTE	T (B) Corporate Officer)
By:(	4
Print:	ANDRY SWEET
Title:	BOTTRD SECRETARY

By:	m
Print:	Michael J. Shaver
Title:	president and CED
Date:	1 9/14/18

### **7 EXHIBITS:**

- 1. CAPP Budget and Unit Cost Worksheet
- 2. CAPP / CHOICES Program Unit Cost Invoice
- 3. Required Reports
  - a. CAPP Agency Service Delivery Output / Outcome Activity Report
  - b. CAPP Report of Client Demographics and Economically Disadvantaged Status

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- c. CAPP Success Story for 12-Month Reporting Period
- 4. Update / Change Notification Form

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Exhibit "1" CAPP Budget and Unit Cost Worksheet.

# (See attached)

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# CAPP Budget and Unit of Cost Worksheet

Cost of Froviding Program Services   Program Service 1		Agency name:	Children's Home Society of Florida	ty of Florida	Program Name:	Howard Bishop Comn	Howard Bishop Community Partnership School	ool
Program Expense Category (notified in the supplies, After School Pgm/ materials, explines, After School Coordinator   After School Pgm/ After School Coordinator   Summer Bridge / School Coordinator   Initial Counseling   Summer Bridge / School Coordinator   Summer Bridge / School School Coordinator   Summer Bridge / School School Coordinator   Summer Bridge / School School Sc			Program Service 1	Cost ( Program Service 2	of Providing Program S Program Service 3	ervices Program Service 4	Program Service 5	
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Acceleration Instructors   S2,079   S2,09   S2,079   S2,010   S2,079   S2,010		After School Coordinator			Ş	Ş	Ş	\$6,386
Summer InstructorsSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSS<	0	Acceleration Instructors	\$2,079		\$		Ş	\$4,158
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114.50 \$11.87 \$81.85 #DIV/0!	1	Planned Units of Service*:						
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# EXHIBIT 2: CAPP / CHOICES PROGRAM UNIT COST INVOICE (check appropriate invoice payment source, below)

Community Agency Partnership Program (CAPP) Invoice \_\_\_\_\_ Community Health Offering Innovative Care & Educational Services (CHOICES) Invoice \_\_\_\_\_

Today's date:	Stephen & DECEDENCE Station of St
Invoice time period:	From/ to//
Amount of reimbursement requested*:	\$
Agency name:	scale y d halenni mida mod fair avrat la uson sobo
Program name:	
Amount of BoCC-approved grant award:	ann an thean 100 million Augusta than an a
Cumulative total % of award \$s requested to	Of.
date (including this request):	%
Name & title of invoice preparer:	Standaria and the of setting of setting of setting and setting of the setting of
E-mail & phone # of invoice preparer:	

\*No invoice request may exceed one-third of your approved grant award amount.

- (a) Unit cost factor description (from your BoCC-approved CAPP Budget and Unit of Cost Worksheet):\_\_\_\_\_
- (a) # of units of service this invoicing period: \_\_\_\_\_\_
- (b) Approved \$ rate per unit of services (from your BoCC-approved CAPP Budget and Unit of Cost Worksheet): \_\_\_\_\_\_
- (c) Total request for reimbursement this invoicing period (i.e., (b) # of units x (c) \$ rate per unit):

Address where payment should be sent:

(complete this section even if you have an existing EFT account)

Alternate	payment	option:
-----------	---------	---------

Do you want payment issued via Electronic Funds Transfer (EFT)? O Yes O No

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CAPP Agreement between Alachua County and	RFA 19-198

If "yes", do you have a completed EFT form on file with Alachua County? O Yes O No (If "no", please contact the CAPP / CHOICES Manager to request this form.)

If your agency has a completed EFT form on file, has any of your agency's banking information changed since filing this form? O Yes O No (If "yes", please contact the CAPP / CHOICES Manager to request a new form.)

Per my agency's CAPP/CHOICES Agreement with Alachua County, I hereby declare that the goods/services for which this invoice has been prepared have been properly and timely performed and at the level of service reflected herein, are allowable based on the agency's BoCC-approved CAPP Budget and Unit of Cost Worksheet, have served a public purpose, that such expenses have been reasonably incurred in accordance with the CAPP/CHOICES Agreement, that the services or expenses have not been reimbursed by another agency, that all obligations of the agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to me that payment of any portion thereof should be withheld.

Signature and title of authorized agency representative

Date

# **Exhibit 3:** Required Reports

Alachua County Community Agency Partnership Program (CAPP)

<b>Reporting Period</b>	Report Name	Due Date
October 1 – March 31	1. CAPP Agency Service Delivery Output / Outcome Activity Report (Exhibit 3A)	April 15 <sup>th</sup>
	2. CAPP Report of Client Demographics and Economically Disadvantaged Status (Exhibit 3B)	reages onto Separate A
April 1 – September 30	1. CAPP Agency Service Delivery Output / Outcome Activity Report (Exhibit 3A)	October 15 <sup>th</sup>
	2. CAPP Report of Client Demographics and Economically Disadvantaged Status (Exhibit 3B)	ta a company a si dia angle ba a company a company a company ba a company a company a company a company a company a company a company
	3. CAPP Success Story (Exhibit 3C)	

Please submit these reports via e-mail or hard copy to Alachua County to the attention of the following:

CAPP / CHOICES Program Manager Alachua County Department of Community Support Services 218 SE 24<sup>th</sup> Street Gainesville, FL 32641

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# EXHIBIT 3A: CAPP Agency Service Delivery Output / Outcome Activity Report

Agency name:	Children's Home Society of Florida
Program name:	Howard Bishop Community Partnership School

Fiscal year:

Report period: \_\_\_\_ 6-mos. \_\_\_\_ 12 mos.

Person completing report:

Phone / E-mail:

AGENCY OUTPUT (individualized for the agency)	Contract goal (for the year)	Reporting period goal	Reporting period actual to goal	Reporting period % of goal attained
Output measure: # of different students receiving at least 1 of the following services during their participation in the program: after school enrollment; acceleration activities; summer bridge activities; and/or counseling.	75	-		
AGENCY OUTCOME(S) (individualized for the agency)				
Outcome measure #1: Percentage of participants who will achieve and maintain a minimum 2.5 GPA for successive grading periods.	30%			
Outcome measure #2: Percentage reduction in disciplinary referrals for each of the participants for the school year.	10%			

Additional comment(s) (if desired):

# EXHIBIT 3B: CAPP Report of Client Demographics and Economically Disadvantaged Status

Agency name:

Fiscal year:

Program name:

Report period: \_\_\_\_ 6 mos. \_\_\_\_ 12 mos.

Person completing report:

Phone / E-mail:

1. Does your agency only serve individual clients with your CAPP funding? Yes \_\_\_\_ No\_\_\_\_ If "yes", please complete the following table for <u>Alachua County</u> residents, only. If "no", proceed to item 2, below.

# of unduplicated clients served (i.e. counted only 1 time per grant year)

		per grant year)
Gender (individual clients)	Male	in the second second
nulesi (hili a	Female	- L Partonnel
	Other/Unknown	i landra officie
Network Weight	Total	Linna R
Age (individual clients)	Under 19 yrs of age	
Age (maiviauai cilents)	19-54 yrs.	
	55+ yrs.	
	Unknown	
<u></u>	Total	
est de les foctures de breck	lotal	1.355
Race / Ethnicity (individual clients)	White	
and the second	Black	han Array
	Hispanic/Latino	No trade
	Asian	
rtine datas Gacillans espira	American Indian	
	Other/multi-racial	
	Unknown	A.
	Total	
Income status (individual clients)	Recipient household at < 150% of Fed'l Poverty Level (\$ income)	
	Recipient household with at least 1 member receiving a gov't-issued low income benefit award	
	Recipient household with at least 1 member accorded a gov't-issued disability status	1
	Recipient household with at least 1 member accorded a documented domestic violence status	
	Other (define):	
	Total	

# EXHIBIT 3B: CAPP Report of Client Demographics and Economically Disadvantaged Status

2. Does your agency serve family units, only, as your clients? Yes \_\_\_\_ No \_\_\_\_ If "yes", please complete the table, below, for all <u>Alachua County family units</u> served. If "no", skip to item #3, below.

Income status (if serving family units, only)	# unduplicated families
· · ·	served (i.e., counted only 1 time per grant year):
Recipient family units at $\leq$ 150% of Fed'I Poverty Level (\$ income)	
Recipient family units in which at least 1 member is receiving a gov't-issued low income benefit award	
Recipient family units in which at least 1 member is accorded gov't-issued disability status	
Recipient family units in which at least 1 member is a domestic violence victim	
Recipient family units in which "other" low income status applies (please identify here):	
Total:	

- 3. Does your agency's CAPP-funded program serve both individual clients <u>AND</u> family units? Yes <u>No</u> If "yes", indicate here and complete the tables in items #1 (individual clients) and #2 (families), above, for all those residing in Alachua County.
- Does your agency serve only other agencies? Yes \_\_\_\_ No \_\_\_\_ If "yes", please identify by name each of those <u>unduplicated</u> <u>Alachua County-based organizations</u> that your agency assisted with CAPP funding for this reporting period and briefly describe the nature of those services provided.

	Name of Alachua County agency being served with CAPP \$s (i.e., counted only 1 time per grant year)	Nature of services provided to this agency
1		
2		
3		
4		
5		
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5. Additional comment(s) / clarification regarding any of the above reporting items: (use additional sheet(s) as needed)

# EXHIBIT 3C: CAPP Success Story for 12-Month Reporting Period

Agency name:

Fiscal year:

Report period: 12 mos.

Program name:

Person completing report:

In the text field below, please provide your own narrative OR a client testimonial OR an excerpt from another source suitable for publication regarding an individual client, client family or client organization served by your agency this grant year (do not identify the individual or family by last name, please).

Phone / E-mail:

This text should describe or reflect the positive impact that CAPP-funded service(s) made on this individual, household or organizational entity. Please limit your narrative to a maximum of 1,000 characters (i.e., no more than 1 paragraph), please.

Photos may also be submitted, if accompanied by (a) a signed and dated release from the subject(s) in the photo or the parent or legal guardian of any minor subject(s) in the photo giving his / her / their permission to use this material in any Alachua County report or publication and (b) a caption provided by your agency describing the significance of the photo.

# **EXHIBIT 4: UPDATE / CHANGE NOTIFICATION FORM**

Community Agency Partnership Program (CAPP)

Community Health Offering Innovative Care and Educational Services (CHOICES) Program

AGENCY:

**PROGRAM NAME:** 

**TYPE OF UPDATE/CHANGE:** 

CAPP / CHOICES Program Staff

CAPP / CHOICES Program Staff E-mail Address

Agency E-mail Address

Agency Postal Mailing Address

Agency Street Address

Other

**UPDATED INFORMATION BEING REPORTED:** 

#### THE DATE CHANGE WILL BECOME EFFECTIVE:

Signature and title of authorized agency representative

Date

CAPP Agreement between Alachua County and \_\_\_\_\_\_ RFA 19-198



# Agenda

# ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

## October 9, 2018 BoCC Regular Meeting 9:00AM

Agenda Item ##. 22

#### **Agenda Item Name:**

Children's Home Society of Florida's FY18-21 CAPP contract for its Howard Bishop Community Partnership School Program

#### **Presenter:**

Tom Tonkavich, 264-6738

#### **Item Description:**

Children's Home Society's Howard Bishop Community Partnership School Program provides a holistic education, including support services for eligible, at risk Howard Bishop School students that will consist of after school tutoring and homework help during the academic year, "summer bridge" programming during the summer break, and acceleration activities available throughout both periods, as well as mental health services for students and their families that may include individual, family and group therapy.

#### **Recommended Action:**

Approve Children's Home Society of Florida's FY18-21 CAPP contract for its Howard Bishop Community Partnership School Program.

#### **Prior Board Motions**

At its February 27, 2018 Board of County Commissioners' (BoCC) meeting, the BoCC approved the CAPP RFA #19-198 procurement package and application document; CAPP funding priorities (i.e., Children's Education; Child Safety; Disabilities/Health Maintenance; Homeless/Housing; Hunger Relief; and Seniors) and use of a 3-year contract term for grant award recipients, effective October 1, 2018 through September 30, 2021 and subject to the Board's approval of annual appropriations each year. The CAPP Grant Review Committee's funding recommendations were approved without revision by the BoCC at its June 26, 2018 Board meeting. Funding for the CAPP grant award program for FY18-19 was budgeted by the BoCC at \$1.3 million.

#### **Fiscal Consideration:**

Children's Home Society of Florida's FY18-21 CAPP contract for its Howard Bishop Community Partnership School Program General Fund 001.29.2903.569.82.98 \$62,550.00

#### **Background:**

Funded through local revenues appropriated annually by the BoCC, CAPP is a competitive, grant award program for Alachua County nongovernmental, 501(c)(3) agencies intended to help facilitate the alleviation of poverty among Alachua County residents. The availability of the CAPP RFA #19-198 procurement was announced on March 21, 2018, with a deadline for receipt of applications as of April 18, 2018. Forty-three (43) applications were received from 32 different area non-profit organizations and vetted by the Purchasing Division and Community Support Services staff. All were found eligible for funding consideration by a citizens' grant review committee consisting of 5 members, which reviewed and scored the submissions. Of this group of applications, 40 programs were subsequently recommended for funding for FY18-19, the first year of a three-year contract term.

# Talking Points: Children's Home Society's CAPP RFA #19-198 Howard Bishop Community Partnership School Program Contract Amount

\$62,550

- Funded through local revenues appropriated annually by the Board of County Commissioners (BoCC), CAPP is a competitive, grant award program for Alachua County non-governmental, 501(c)(3) agencies intended to help facilitate the alleviation of poverty among County residents.
- At its February 27, 2018 BoCC meeting, the Board approved the CAPP RFA #19-198 procurement package and application document; six (6) CAPP funding priorities (i.e., Children's Education; Child Safety; Disabilities/Health Maintenance; Homeless/Housing; Hunger Relief; and Seniors); and use of a 3-year contract term for grant award recipients, effective October 1, 2018 through September 30, 2021 and subject to the Board's approval of annual appropriations each year.
- Funding for the CAPP grant award program for FY18-19 was budgeted by the BoCC at \$1.3 million.
- The availability of the CAPP RFA #19-198 procurement was announced on March 21, 2018, with the deadline for receipt of applications effective April 18, 2018.
- Forty-three (43) applications totaling more than \$2,150,000 in requests were received from 32 different area non-profit organizations, and were vetted by Purchasing Division and Community Support Services staff. All were found responsive and eligible for funding consideration.
- Following the advertising of CAPP Grant Review Committee vacancies, a group of 5 applications from interested applicants were recommended by the County Manager for appointment at the BoCC's April 24, 2018 Board meeting.
- All five candidates were appointed by the Board at this meeting.
- Following orientation and training conducted by staff representing Community Support Services, Purchasing and the County Attorney's Office in early-May, 2018, the team members then individually reviewed and scored all 43 applications.
- As with the CAPP grant application, which was completed online this year by agency applicants, agency submissions were also accessible electronically for the first time by grant reviewers, who reviewed and scored them online.
- Individual grant review team members then reconvened as the full CAPP Grant Review Committee for a "final consensus" meeting on Friday, June 1, 2018, at which time they reviewed agency composite, as well as individual member scores, discussed them, and reached consensus regarding the final group score for each of the programs, bringing the total funding request into balance with the Board's \$1.3 million funding allocation.
- Forty (40) of the 43 programs were ultimately recommended for funding for FY18-19, the first year of a three-year contract term.
- The Grant Review Committee's spokesperson presented the Committee's final grant award funding recommendations to the BoCC at their June 26, 2018 Board meeting, including this particular agency's program award amount, which the Board unanimously approved.
- **Program services:** Children's Home Society's *Howard Bishop Community Partnership School Program* provides a holistic education, including support services for eligible, at risk Howard Bishop School students that will consist of after school tutoring and homework help during the

academic year, "summer bridge" programming during the summer break, and acceleration activities available throughout both periods, as well as mental health services for students and their families that may include individual, family and group therapy. The agency projects serving 75 students, in addition to family members throughout the program year.