

Meeting Notice

Children's Trust of Alachua County

Monday, November 4, 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, November 4, 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. Executive Director Selection Update
4. Comprehensive Needs Assessment Technical Advisory Committee Meeting Update
5. CTAC Gubernatorial Nominees Status Update and General Comments
6. Call for Public Input
7. Board Member General Comments
8. Adjournment

Consent Agenda Items

9. Approval of October 21, 2019 Meeting Minutes
10. Florida Department of Revenue Correspondence TRIM Certification
11. DRAFT RFA #20-937 Capacity Increases and Infrastructure Improvements
12. Bank of America, Merrill Lynch, Department of Financial Services Treasury Services
13. Trust Counsel Memorandum Regarding Level 2 Background Screening



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

Executive Director Selection Update

Background

At its October 21, 2019 meeting, the Trust adopted the following motion:

Member Certain moved to direct staff to screen applicants to the first level, to obtain screening criteria from other Children's Trust Boards, and to provide an attribute survey by the next Board meeting. Interim Vice Chair Bullard seconded.

Motion carried 5-0.

Human Resources Director Heather Akpan has completed the first level screening and provided a list competencies for the Trust to review as it begins selection of candidates to consider for the position of Executive Director.

Attachments

1. Referred Applicant Assessment Scores
2. Listing of Competencies

Staff Recommendation

Receive the information, hear comments from the Human Resources Director, and provide staff with direction on the next step in the selection process.

Search

	Question 1 (15)	Question 2 (15)	Question 3 (15)	Question 4 (15)	Question 5 (15)	Question 6 (15)	Question 7 (10)	Total Possible (100)
	<i>Understands priorities</i>	<i>Has a understanding of the community</i>	<i>Leveraging outside resources</i>	<i>Big picture focus</i>	<i>Financially astute</i>	<i>Operationally aware</i>	<i>Understands the Needs of the Trust</i>	
Applicant 1	14	13	12	15	15	15	7	91
Applicant 2	15	13	15	15	14	12	7	91
Applicant 3	13	13	15	15	15	13	7	91
Applicant 4	15	13	12	14	13	12	7	86
Applicant 5	12	10	12	14	12	14	8	82
Applicant 6	13	13	12	12	11	12	7	80
Applicant 7	12	10	12	14	12	10	8	78
Applicant 8	11	13	12	12	11	11	8	78
Applicant 9	15	11	11	12	11	10	7	77
Applicant 10	12	11	7	12	12	14	8	76
Applicant 11	11	9	12	12	12	9	7	72
Applicant 12	11	11	10	12	11	10	6	71
Applicant 13	11	11	10	10	11	10	7	70
Applicant 14	11	10	10	12	10	5	6	64
Applicant 15	9	9	9	9	12	5	6	59
Applicant 16	12	5	9	7	11	10	5	59
Applicant 17	9	9	10	5	8	8	5	54
Applicant 18	8	8	8	5	5	6	5	45

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Competencies

The ★ are currently used by the County in composing interview questions

- Adaptability
- Ambition
- Analysis
- Analytical Thinking
- Business Management
- Business/Political Acumen ★
- Building Relationships
- Business/Political Acumen
- Caution
- Coaching
- Commitment
- Communication ★
- Communication – Written
- Composure
- Conflict Management/Resolution ★
- Continuous Learning ★
- Courage
- Customer Orientation ★
- Dealing with Ambiguity
- Decision-making
- Delegation
- Developing Others ★
- Developing Partnerships
- Enabling Others to Act ★
- Establishing Focus ★
- Flexibility ★
- Formal Presentations
- Global Perspective ★

Competencies

The ★ are currently used by the County in composing interview questions

- Initiative ★
- Influencing Others
- Innovation ★
- Integrity ★
- Interpersonal Skills
- Introducing Change
- Leadership
- Listening
- Managing Change ★
- Motivating Others
- Negotiating
- Performance Management ★
- Personal Effectiveness
- Persuasion
- Planning & Organizing Problem Solving/Creativity ★
- Problem Resolution
- Project Management
- Reasoning ★
- Resource Management ★
- Results Orientation ★
- Self-Awareness/Assessment
- Setting Goals
- Sound Judgment ★
- Strategic Planning
- Teamwork & Collaboration ★
- Time & Priority Management
- Valuing Diversity ★

Item # 4

Comprehensive Needs Assessment Technical Advisory Committee Meeting Update

Background

At the October 21, 2019 meeting the Trust appointed 14 people to the Technical Advisory Committee to work on a comprehensive strengths and needs assessment. Staff have issued a Doodle poll to schedule the first meeting of the Committee.

Attachments

None

Staff Recommendation

Receive this informational update on the Committee's first meeting date.

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

9. Approval of October 21, 2019 Meeting Minutes
Staff Recommendation: Approve the October 21, 2019 meeting minutes as presented.
10. Florida Department of Revenue Correspondence TRIM Certification
Staff Recommendation: Receive Correspondence
11. DRAFT RFA #20-937 Capacity Increases and Infrastructure Improvements
Staff Recommendation: Approve the RFA and direct staff to release it for procurement
Note: The RFA has been revised to incorporate the changes requested including adding a provision for a one year extension to expend funding, changes to the scoring criteria regarding economic disparity, and revisions to insurance requirements. Staff has made other language changes related to background checks, insurance, and indemnification. As requested by the Trust, application question #4 has been revised. A copy of the Children's Services Council of Martin County Program and Funding Policies is provided for Member information regarding insurance and other requirements.
12. Bank of America, Merrill Lynch, Department of Financial Services Treasury Services
Staff Recommendation: Approve the attached bank related forms and authorize the Interim Chair and Interim Treasurer to sign the forms, where necessary.
Note: CTAC has two bank accounts; 1) Concentration Bank Account and 2) ZBA Accounts Payable Bank Account, hence the need for multiple copies of the same forms. These are standard forms that authorize various treasury services and security protections within CTAC's bank account setup (positive pay, ACH blocks) and delegate certain actions to Alachua County BoCC staff for online access to the bank's CASHPRO software service. There are also two forms for the Department of Financial Services that are required to be signed confirming the bank accounts that CTAC has setup at Bank of America are "Public Deposit Accounts". The form titled Account Owner Delegation of Treasury Services Authority needs the Trust Counsel signature certifying that the Interim Chair has authority to sign as Account Owner. By signing this form CTAC is delegating Treasury Services Authority to another "Authorized Party", which in this case is Alachua County BoCC staff. This delegation is needed to give the Clerk's staff authorization to perform the treasury services listed in items 1 – 8 on the form.
13. Trust Counsel Memorandum Regarding Level 2 Background Screening
Staff Recommendation: Receive the memorandum for information

Children's Trust of Alachua County

Monday, October 21, 2019 | 4:00 pm | Alachua County Health Department
(Thomas Coward Auditorium)

Members Present: Ken Cornell, Alachua County Commissioner (Interim Chair); Susan 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 Bob Swain, Senior Assistant County Attorney; Claudia Tuck, Community Support Services Director; Larry Sapp, Procurement Manager

1. Call to Order

Interim Chair Cornell called the meeting to order at 4:02 pm.

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

Member Clarke moved to accept the agenda and approve the consent agenda items. Seconded by Interim Vice Chair Susan Wilson-Bullard. Motion carried 5-0

3. Executive Director Selection Update

Akpan and Swain provided information and answered Board questions regarding Sunshine Laws and the executive director recruitment process. Akpan advised she can choose the screening questions herself as a staff function; Board will not see the assessment questions until applications are referred. Board selection of screening questions would need to be done in the Sunshine. There are 33 qualified applicants to be screened. There will likely be a large pool remaining after screening; Board will need to determine the criteria for reducing the pool to a manageable number for interviewing. Board members can score applications individually without discussion amongst themselves and meet Sunshine requirements.

Discussion followed regarding desired candidate attributes and prospective interview process with input from Board nominees and meeting attendees. Akpan stated she can provide access to applications via NewWorld and can provide a survey of attributes to Board members to complete individually. Interim Vice Chair Bullard suggested obtaining information and advice from other Children's Trust boards.

Member Certain moved to direct staff to screen applicants to first level, to obtain screening criteria from other Children's Trust Boards, and to provide an attribute survey by the next Board meeting. Interim Vice Chair Bullard seconded. Motion carried 5-0.

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4. DRAFT RFA #20-937 Capacity Increases and Infrastructure Improvements for...
Procurement Manager Larry Sapp walked the Board through the changes in RFA 20-937. Discussion of contracts extended to September 2021 followed. Community Support Services Director Tuck provided clarification. Concerns were voiced over how the extension would work, relationship of time-frame for needs assessment, and short time period for grant expenditure and agency ability to show program progress. Discussion of requirement for background checks followed with some attendees voicing concern over expense. Attorney Swain agreed to do further research on State requirements.

Member Certain voiced concern over revision of rural concerns criterion in application scoring. Addition of economic disparity to the category would allow greater Gainesville agencies to score as high as rural programs. Voiced concern that this negated the intent of rating rural concerns as a priority.

Sapp reviewed method of reimbursement, evaluation criteria, the modified appeal process, and the staff application evaluation process. Swain gave an explanation of "shade" vs. "sunshine" meetings and advised both are public meetings. "Cone-of Silence" begins with submission of bids for service and they would not be considered public record at this point. Advised could have "shade" meetings for bid presentations. Discussion followed regarding process for awarding funds after evaluation committee scoring.

Interim Treasurer Certain moved to add language granting no-cost extension through FY21 to RFA, removal of economic disparity language from scoring criterion 9 and add it to #6, to approve staff evaluation committee members as listed, to direct staff to request guidance from the Florida Children's Council on insurance requirements in the RFA, and to change the wording on application question #4 to reflect what opportunities agencies will create for the disadvantaged youth of Alachua County rather than focusing on unique challenges. Seconded by Member Clarke. Motion carried 5-0.

5. Comprehensive Needs Assessment Technical Advisory Committee Appointments
Dr. Knopf provided a brief review of duties for Technical Advisory Committee. He and Dr. Houchen provided a list of 12 prospective members and requested inclusion of two more, Carol Ruth, of Partnership for Strong Families and Roger Dolz of Alachua County Health Department. Staff advised meetings of Technical Advisory Committee must be publicly noticed and will require staff assistance for minutes-keeping and other support functions.

Member Twombly moved to form the Technical Advisory Committee and appoint the 14 recommended nominees, seconded by Interim Treasurer Certain. Motion carried 5-0.

6. CTAC Gubernatorial Nominees Status Update and General Comments
Director Tuck advised there is no still no update on status of gubernatorial nominees.
7. Call for Public Input
Interim Chair Cornell called for comments from the public. Candice King, Sherry Kitchens, and Dorothy Benson provided comment.
8. Board Member General Comments
There were no Board Member Comments
9. Adjournment
Interim Chair Cornell adjourned the meeting at 6:08 pm.

Respectfully Submitted,

Cindy Bishop, Interim Staff Liaison



Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

October 15, 2019

Robert Swain , Administrator
Children's Trust of Alachua County
12 SE 1st Stret
Gainesville, Florida 32601

RE: Truth in Millage (TRIM) Certification

Dear Mr. Swain:

The Department of Revenue has reviewed the millage certification documents that your taxing authority submitted. The Department has found no violation of the certification requirements in subsections 200.065(1)-(4), (6)-(12), (14), and (15), Florida Statutes, and therefore accepts the certification as meeting the stated requirements.

The Department has also reviewed the maximum millage levy calculation final disclosure documents your taxing authority submitted. The Department's review included documents relating to the millage levying processes and the total taxes levied by your principal taxing authority and any dependent special districts and MSTUs (for counties). Based on these documents, the Department has determined that your taxing authority is in compliance with the maximum total taxes levied requirements, and thus the maximum millage levy requirements, of section 200.065(5), Florida Statutes.

Sincerely,

Patrick Creehan
Interim Program Director
Property Tax Oversight

BH/#11.13

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CHILDREN'S TRUST
OF ALACHUA COUNTY

REQUEST FOR APPLICATIONS

RFA #20-937

Capacity Increases and Infrastructure Improvements for Programs Serving Youth

Non-Mandatory Informational Pre-Application Meeting
Tuesday, November 26, 2019 at 10:00 am
Alachua County Health Department, Thomas Coward Auditorium
224 SE 24th St
Gainesville, FL 32641

RFA Submittal Deadline:
2:00 P.M., Wednesday, December 18, 2019

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

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DRAFT

CHILDREN'S TRUST OF ALACHUA COUNTY REQUEST FOR APPLICATIONS
RFA #20- 937 Capacity Increases and Infrastructure Improvements for Programs Serving Youth

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:

1. 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.
2. To provide such other services for all children as the Trust determines are needed for the general welfare of the County.
3. 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.
4. To collect information and statistical data which will be helpful to the Trust in deciding the needs of children in the County.
5. To consult with other agencies dedicated to the welfare of children to the end that the overlapping of services will be prevented.
6. 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.
7. To employ and pay, on a part-time or full-time basis, personnel needed to execute the foregoing powers and functions.
8. To enter into agreements with government agencies to provide administrative services.

9. 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 for Youth Programs Capacity Increases and Infrastructure Improvements.

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 applications 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 staff will jointly conduct this meeting during which time 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 26, 2019
Alachua County Health Department, Thomas Coward Auditorium
224 SE 24th St
Gainesville, FL 32641

1.4 Application Submission

1.4.1 All applications must be completed electronically online via the ZoomGrants Application and submitted no later than 2:00 P.M. Wednesday, December 18th, 2019 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.

1.4.2 Applications must be submitted online via ZoomGrants with all requested 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 of all laws, rules and regulations which may be applicable.

1.4.3 The applicant is completely responsible for preparing and submitting the online application according to grant instructions contained herein and online.

1.4.4 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.

1.4.5 Applications must be submitted with all required documents included. It is extremely important that you compile your application completely to avoid rejection of your application.

1.4.6 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.

1.4.7 Applicants who are unable to submit their application digitally, due to lack of computer equipment, may 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 Leira Cruz Cáliz, Procurement Agent, at lcruzcaliz@alachuacounty.us

1.4.8 An organization may submit more than one application for funding. Each application must be submitted as a separate application and meet all requirements to be considered.

1.4.9 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

1.5.1 Inquiries and questions regarding any portion of the application or the application process, must be made in writing, via email to the Procurement Agent, Leira Cruz Cáliz, at lcruzcaliz@alachuacounty.us. All written questions must be submitted no later than 10 calendar days before the application due date. Any Applicant in doubt as to the true meaning of any part of the RFA or related documents may submit a written inquiry/question to the Procurement Agent. All written questions will be answered by the Procurement Agent in writing as an addendum to this RFA.

1.5.2 Every 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 Monday, December 2nd, 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 Addendum.

1.5.3 Verbal questions may only be asked at the Informational Pre-Application Meeting, scheduled according to Section 1.3

1.6 Prohibited Communications During the RFA Application Process

1.6.1 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.

1.6.2 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 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 may result in not only disqualification of the offending Applicant from consideration of the 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

1.8.1 Only the RFA process may be appealed. Potential applicants that have a complaint or grievance with the process, may appeal to the Procurement Manager, Larry Sapp, via e-mail at lsapp@alachuacounty.us. The deadline for such an appeal is prior to the Application Submission Deadline as identified in Section 2.4 of this application. The Procurement Manager will investigate the complaint and present the findings in writing to the applicant. Failure of any potential applicant to submit an appeal within the time frame provided in this section, shall constitute a waiver of such potential applicant's right to appeal.

1.8.2 The actual scoring of the Evaluation Committee may not be appealed. The final funding decision made by the CTAC also may not be appealed. All decisions made by the CTAC shall be finalized at a scheduled CTAC meeting, to be announced.

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

Applications requesting funding must meet all of the following general requirements:

1. Have a physical presence in Alachua County
2. Designated as a 501(c)(3) non-profit organization by the Internal Revenue Service or explain alternate legal/tax status
3. 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
4. Serve youth ages 6-18 years for Funding Categories 1 through 4 and from birth to age 18 for Category 5 (Capital requests)
5. Participate in planning, data gathering, and evaluative activities as requested by the Children's Trust of Alachua County
6. Be able to demonstrate performance measures to evaluate project outcomes
7. 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
8. Applications must establish a **"Foundation for Future Years"** of service to Alachua County children
9. Applicants must provide assurance that it will comply with all Florida Statutes which require Level 2 criminal backgrounds checks for staff and volunteers. If the proposal provides that either staff or volunteers will have unsupervised contact with children and a Level II screening is not contemplated, then an explanation as to how Florida Law does not require that they this background check must accompany the proposal. All screenings are to be substantially consistent with the standards set forth in Florida Statute 435.04.

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

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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, unless approved by the CTAC. 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 RFA, however there may be a no-cost extension of time to expend awarded funds through September 30, 2021, when approved by the CTAC..

2.3 Estimated Availability of Funding

The CTAC 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 CTAC. 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 applications 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 CTAC's discretion and for unforeseen events.

November 4, 2019 – CTAC Approves DRAFT RFA/Application

November 15, 2019 – Procurement Issues RFA

November 15 and 22, 2019 – Advertise Release of RFA

November 26, 2019 – Pre-application Conference (Optional)

December 2, 2019 – Final Addendum

December 18, 2019 – Applications Submission Deadline

December 18, 2019 – Publicly Noticed Evaluation Committee Meeting for Instructions

January 17, 2020 – Deadline for Evaluation Committee to turn in scores

January 27, 2020 – CTAC Receives Staff's Scores

TBD – CTAC Reviews/Approves Contracts

2.5 Reimbursement Grant Based on Actual Expenses, Unit Cost, or Cost per Service

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, an established unit cost, or an established cost per service based on the budget submitted with the proposal and amount of funds awarded. 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 reimbursement request is project related, allowable, and during the acceptable timeframe.

2.6 Authorization to Apply

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 application for funding. Each application must be submitted as a complete and separate application and meet all requirements to be considered for scoring.

2.9 Extension of Time to Expend Funds

If an extension is required to expend funds, a written request must be submitted and received by:

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

The request must be received no later than August 3rd, 2020 by 5:00p.m.

3.0 RFA SELECTION PROCEDURES AND GRANT AWARD RECOMMENDATIONS

3.1 RFA Grant Application

3.1.1 All qualified applications will be reviewed by the Evaluation Committee, consisting of County employees appointed by CTAC. Agency application(s) will be thoroughly reviewed and scored based on the Scoring Criteria described in Section 4.2. Community Support Services and Procurement staff will present the scores to the CTAC for its use in determining any funding awards.

3.1.2 The 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 Evaluation Committee serves in an advisory capacity to the CTAC and presents the findings to the CTAC.

3.2 Negotiation of Contract

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

4.0 SELECTION AND EVALUATIVE CRITERIA

Evaluation Committee will score applications in accordance with the requirements set forth in this RFA.

4.1 Application Screening

All applications submitted will be subject to screening to ensure that they meet mandatory qualifications and are thereby eligible for scoring by the Evaluation Committee. Screening involves checking to determine if an agency is eligible to apply on the basis of their compliance with the following criteria:

1. Having current governmental or 501(c)(3) status or if not adequate explanation;
2. Maintaining a physical business address in Alachua County;
3. Serves children 6 to 18 years of age (Funding Categories 1-4) or serves children birth to age 18 (Funding Category 5);
4. The application is complete and all required Addenda is attached.
5. Meets the General Program Guidelines described in Section 2.0

4.2 Evaluation Criteria

Application submissions will be scored by Evaluation Committee members on the basis of the criteria below, with points awarded within a designated scoring range for each criterion. 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 given evidence of need, requested budget and other resources, uses evidenced based or promising approaches, is well-thought-out in that activities clearly relate to stated outcomes, and is achievable 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 - 15
3. Program Budget and Cost Effectiveness: 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, 2021. The degree to which the costs are reasonable for Alachua County taxpayers considering the services provided and outcomes produced.	0 – 15
4. Measurable: The application describes measurable 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 – 10
5. Racial Inequities and Responsive to Economic Disparities: The application is responsive to the documented findings of racial inequities and disparities in Alachua County and proposes strategies to reach marginalized and vulnerable youth, address disproportionate under/over representation, and under-served and under-represented populations, and reduces economic barriers to participation and/or access to services.	0 – 15
6. 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
7. 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
8. Serves Rural Area: The project provides services in the rural areas of Alachua County, outside the urban cluster..	0 - 10

4.3 Scoring Multiple Applications Submitted by Same Lead Agency

In accordance with Section 2.8, agencies may submit more than one application under this procurement. Each complete application will be scored separately based solely on the information submitted with that application.

4.5 Funding Awards

CTAC will use the information submitted in the application and the RFA Evaluation Committee scores to determine which applications will be funded in its sole discretion. In determining a funding award CTAC may also consider the total amount of funds awarded in a given category and the total amount of funding awarded under this solicitation. The amount, if any, of an award made by CTAC under this solicitation is final.

5.0 GENERAL TERMS AND CONDITIONS

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

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

Please refer to Exhibit A – Insurance Requirements for information

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

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. To the extent that the applicant is a government agency protected under §768.28, F.S., this paragraph does not apply to them, no waiver of sovereign immunity is suggested or implied and both CTAC and the Agency agree to be responsible for the actions of their own employees or agents.

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 20-937

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Exhibit A Insurance Requirements

TYPE "B" INSURANCE REQUIREMENTS "Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$200,000 General Aggregate, , \$300,00 Personal and Advertising Injury Liability, \$200,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.
\$300,000 Products / Completed Operations Aggregate, only required for Capital Expenditures.

II. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

III. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$200,000 each claim, \$300,000 policy aggregate, required for Capital but not for Services.

IV. OTHER INSURANCE PROVISIONS.

1

A All Coverages

- 1 The Contractor shall provide a Certificate of Insurance to the Children's Trust of Alachua County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

II. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Children's Trust of Alachua County

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CHILDREN'S TRUST
OF ALACHUA COUNTY

REQUEST FOR APPLICATIONS

RFA #20-937

Capacity Increases and Infrastructure Improvements for Programs Serving Youth

Non-Mandatory Informational Pre-Application Meeting
Tuesday, November 26, 2019 at 10:00 am
Alachua County Health Department, Thomas Coward Auditorium
224 SE 24th St
Gainesville, FL 32641

RFA Submittal Deadline:
2:00 P.M., Wednesday, December 18, 2019

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

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CHILDREN'S TRUST OF ALACHUA COUNTY REQUEST FOR APPLICATIONS
RFA #20- 937 Capacity Increases and Infrastructure Improvements for Programs Serving Youth

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:

1. 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.
2. To provide such other services for all children as the Trust determines are needed for the general welfare of the County.
3. 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.
4. To collect information and statistical data which will be helpful to the Trust in deciding the needs of children in the County.
5. To consult with other agencies dedicated to the welfare of children to the end that the overlapping of services will be prevented.
6. 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.
7. To employ and pay, on a part-time or full-time basis, personnel needed to execute the foregoing powers and functions.
8. To enter into agreements with government agencies to provide administrative services.

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9. 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 for Youth Programs Capacity Increases and Infrastructure Improvements.

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 applications 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 staff will jointly conduct this meeting during which time 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 26, 2019
Alachua County Health Department, Thomas Coward Auditorium
224 SE 24th St
Gainesville, FL 32641

1.4 Application Submission

1.4.1 All applications must be completed electronically online via the ZoomGrants Application and submitted no later than 2:00 P.M. Wednesday, December 18th, 2019 the CTAC website at the following:

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

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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.

1.4.2 Applications must be submitted online via ZoomGrants with all requested 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 of all laws, rules and regulations which may be applicable.

1.4.3 The applicant is completely responsible for preparing and submitting the online application according to grant instructions contained herein and online.

1.4.4 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.

1.4.5 Applications must be submitted with all required documents included. It is extremely important that you compile your application completely to avoid rejection of your application.

1.4.6 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.

1.4.7 Applicants who are unable to submit their application digitally, due to lack of computer equipment, may 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 Leira Cruz Cáliz, Procurement Agent, at lcruzcaliz@alachuacounty.us

Field Code Changed

1.4.8 An organization may submit more than one application for funding. Each application must be submitted as a separate application and meet all requirements to be considered.

1.4.9 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

1.5.1 Inquiries and questions regarding any portion of the application or the application process, must be made in writing, via email to the Procurement Agent, Leira Cruz Cáliz, at lcruzcaliz@alachuacounty.us. All written questions must be submitted no later than 10 calendar days before the application due date. Any Applicant in doubt as to the true meaning of any part of the RFA or related documents may submit a written inquiry/question to the Procurement Agent. All written questions will be answered by the Procurement Agent in writing as an addendum to this RFA.

1.5.2 -Every 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 ~~Wednesday, November 17th, 2019~~ ^{Monday, December 2nd, 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 Addendum.

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1.5.3 -Verbal questions may only be asked at the Informational Pre-Application Meeting, scheduled according to Section 1.3

1.6 Prohibited Communications During the RFA Application Process

1.6.1 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.

1.6.2 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 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 may result in not only disqualification of the offending Applicant from consideration of the 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

1.8.1 Only the RFA process may be appealed. Potential applicants that have a complaint or grievance with the process, may appeal to the Procurement Manager, Larry Sapp, via e-mail at lsapp@alachuacounty.us. The deadline for such an appeal is prior to the Application Submission Deadline as identified in Section 2.4 of this application. The Procurement Manager will investigate the complaint and present the findings in writing to the applicant. Failure of any potential applicant to submit an appeal within the time frame provided in this section, shall constitute a waiver of such potential applicant's right to appeal.

1.8.2 The actual scoring of the Evaluation Committee may not be appealed. The final funding decision made by the CTAC also may not be appealed. All decisions made by the CTAC shall be finalized at a scheduled CTAC meeting, to be announced.

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

Applications requesting funding must meet all of the following general requirements:

1. Have a physical presence in Alachua County
2. Designated as a 501(c)(3) non-profit organization by the Internal Revenue Service or explain alternate legal/tax status
3. 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
4. Serve youth ages 6-18 years for Funding Categories 1 through 4 and from birth to age 18 for Category 5 (Capital requests)
5. Participate in planning, data gathering, and evaluative activities as requested by the Children's Trust of Alachua County
6. Be able to demonstrate performance measures to evaluate project outcomes
7. 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
8. Applications must establish a **"Foundation for Future Years"** of service to Alachua County children
9. Applicants must provide assurance that it will comply with all Florida Statutes which require related to Level 2 criminal backgrounds checks for all staff and volunteers. If the proposal provides that either staff or volunteers will that have unsupervised contact with children served through programs funded by the Children's Trust of Alachua County and a Level II screening is not contemplated, then an explanation as to how Florida Law does not require that they this background check must accompany the proposal. All screenings are to be substantially consistent with the standards set forth in Florida Statute 435.04.

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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, 2021-2020 and/or,

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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, 2021, unless approved by the CTAC. 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.

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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, 2021, and are not subject to further appropriation, i.e., one-time funding for Fiscal Year 2019-2021. There is no expectation of future funding for a solicitation of this RFA, however there may be a no-cost extension of time to expend awarded funds through September 30, 2021, when approved by the CTAC, or any of extension of time to expend awarded funds.

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2.3 Estimated Availability of Funding

The CTAC 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 CTAC. 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 applications 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 CTAC's discretion and for unforeseen events.

~~October 2-31, 2019~~ – Procurement and Legal Review of the RFA

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~~October 24~~ November 4, 2019 – CTAC Approves DRAFT RFA/Application

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November 15, 2019 – Procurement Issues RFA

November 15 and 22, 2019 – Advertise Release of RFA

November 26, 2019 – Pre-application Conference (Optional)

December 12, 2019 – Final Addendum

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December 18, 2019 – Applications Submission Deadline

December 18, 2019 – Publicly Noticed Evaluation Committee Meeting for Instructions

January 24~~17~~, 2020 – Deadline for Evaluation Committee to turn in scores

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January 27, 2020 – CTAC Receives Staff's Scores

TBD – CTAC Reviews/Approves Contracts

2.5 Reimbursement Grant Based on Actual Expenses, Unit Cost, or Cost per Service

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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, an established unit cost, or an established cost per service based on the budget submitted with the proposal and amount of funds awarded. 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 reimbursement request is project related, allowable, and during the acceptable timeframe.

2.6 Authorization to Apply

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.

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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 application for funding. Each application must be submitted as a complete and separate application and meet all requirements to be considered for scoring.

2.9 Extension of Time to Expend Funds

If an extension is required to expend funds, a written request must be submitted and received by:

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

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The request must be received no later than August 3rd, 2020 by 5:00p.m.

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3.0 RFA SELECTION PROCEDURES AND GRANT AWARD RECOMMENDATIONS

3.1 RFA Grant Application

3.1.1 All qualified applications will be reviewed by the Evaluation Committee, consisting of County employees appointed by CTAC. Agency application(s) will be thoroughly reviewed and scored based on the Scoring ~~Criteria~~Criteria described in Section 4.2. Community Support Services and Procurement staff will present the scores to the CTAC for its use in determining any funding awards.

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3.1.2 The 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 Evaluation Committee serves in an advisory capacity to the CTAC and presents the findings to the CTAC.

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3.2 Negotiation of Contract

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

4.0 SELECTION AND EVALUATIVE CRITERIA

Evaluation Committee will score applications in accordance with the requirements set forth in this RFA.

4.1 Application Screening

All applications submitted will be subject to screening to ensure that they meet mandatory qualifications and are thereby eligible for scoring by the Evaluation Committee. Screening involves checking to determine if an agency is eligible to apply on the basis of their compliance with the following criteria:

1. Having current governmental or 501(c)(3) status or if not adequate explanation;
2. Maintaining a physical business address in Alachua County;
3. Serves children 6 to 18 years of age (Funding Categories 1-4) or serves children birth to age 18 (Funding Category 5);
4. The application is complete and all required Addenda is attached.
5. Meets the General Program Guidelines described in Section 2.0

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4.2 Evaluation Criteria

Application submissions will be scored by Evaluation Committee members on the basis of the criteria below, with points awarded within a designated scoring range for each criterion. 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 given evidence of need, requested budget and other resources, uses evidenced based or promising approaches, is well-thought-out in that activities clearly relate to stated outcomes, and is achievable given the timeline and budget.	0 - 10	Formatted: Not Highlight
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 - 15	Formatted: Not Highlight
3. Program Budget and Cost Effectiveness: 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, 2021. The degree to which the costs are reasonable for Alachua County taxpayers considering the services provided and outcomes produced.	0 - 15	Formatted: Not Highlight Formatted: Not Highlight
4. Measurable: The application describes measurable 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 - 10	Formatted: Not Highlight
5. Racial Inequities and Disparities and Responsive to Economic Disparities: The application is responsive to the documented findings of racial inequities and disparities in Alachua County and proposes strategies to reach marginalized and vulnerable youth, address disproportionate under/over representation, and under-served and under-represented populations, and reduces economic barriers to participation and/or access to services.	0 - 15	Formatted: Not Highlight
6. 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	
7. 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	
8. Serves Rural Area and/or Responsive to Economic Disparities: The project provides services in the rural areas of Alachua County, outside the urban	0 - 10	Formatted: Not Highlight

Scoring Criteria	Score Range
cluster, reduces economic barriers to participation, and/or increases access to services.	

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4.3 Scoring Multiple Applications Submitted by Same Lead Agency

In accordance with Section 2.8, agencies may submit more than one application under this procurement. Each complete application will be scored separately based solely on the information submitted with that application.

4.5 Funding Awards

CTAC will use the information submitted in the application and the RFA Evaluation Committee scores to determine which applications will be funded in its sole discretion. In determining a funding award CTAC may also consider the total amount of funds awarded in a given category and the total amount of funding awarded under this solicitation. The amount, if any, of an award made by CTAC under this solicitation is final.

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5.0 GENERAL TERMS AND CONDITIONS

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

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

Please refer to Exhibit A – Insurance Requirements for information

Field Code Changed

5.4 Term of the Contract

The contract shall be effective upon execution by both parties and continuing through September 30, ~~2021~~ 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 ~~(Not Applicable to Government Agencies)~~

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. To the extent that the applicant is a government agency protected under §768.28, F.S., this paragraph does not apply to them, no waiver of sovereign immunity is suggested or implied and both CTAC and the Agency agree to be responsible for the actions of their own employees or agents.

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 20-937

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Exhibit A Insurance Requirements

TYPE "B" INSURANCE REQUIREMENTS "Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$300,000 General Aggregate, ~~\$300,000 Products / Completed Operations Aggregate~~, \$300,000 Personal and Advertising Injury Liability, \$200,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

\$300,000 Products / Completed Operations Aggregate, only required for Capital Expenditures.

Commented [B51]: I thought this was only being asked for in the proposals for capital expenditures

II. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

III. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$200,000 each claim, \$300,000 policy aggregate, required for Capital but not for Services.

IV. OTHER INSURANCE PROVISIONS.

~~A The policies are to contain, or be endorsed to contain, the following provisions:~~

~~A Commercial General Liability and Automobile Liability Coverages~~

~~2 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.~~

~~41 The Contractor's insurance coverage shall be considered primary insurance as~~

SO

respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

BA All Coverages

- 1 The Contractor shall provide a Certificate of Insurance to the County Children's Trust of Alachua County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

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VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

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CERTIFICATE HOLDER: Alachua County Board of County Commissioners Children's Trust of Alachua County

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RFA 20-937 Capacity Increases and Infrastructure Improvements for Programs Serving Youth Application Questions

Introduction

RFA 20-937 will utilize Zoom Grants as the application portal. All organizations applying for funding must complete all required sections in Zoom Grants including the application questions and uploading various attachments. The attachments include a budget template, acknowledgment of addenda, audit reports, Board of Director Authorization form, etc. Application questions are designed to help the organization describe in narrative fashion the specifics of the proposed project. Application questions are grouped in 4 Sections; an Executive Summary, Responses to the General Requirements of the RFA, Budget, Financing and Data Questions and Specific Questions Based Upon the Funding Category. Applicants may apply under one or more of five funding categories; Seasonal Expansion or Pilot Program, Increase in Service Volume, Innovative Project, System Capacity Building, and Capital Improvements.

Section 1. - Executive Summary Questions

1. Which of the following Funding Category(s) best describe your project? **Check all that apply.**
(Applicants will be required to answer additional questions based on the categories selected)
 - ☐ Seasonal Expansion or Pilot Program (ages 6-18), Additional Questions 35-37
 - ☐ Increase in Service Volume (ages 6-18), Additional Questions 38-41
 - ☐ Innovation (ages 6-18), Additional Questions 42-43
 - ☐ System Capacity Building (ages 6-18), Additional Questions 44-46
 - ☐ Capital Improvements (ages birth-18) Additional Questions 47-50
2. Describe the need being addressed by your proposed project. Cite relevant data including the source, waiting list, historical service trends, etc.
3. Describe the demographics of the participants your program intends to serve, e.g., ages, gender, race, household composition, economic levels, etc.
4. What opportunities will your program seek to create for marginalized and vulnerable youth of Alachua County?
5. Are there specific eligibility criteria (age, gender, income level, etc.) for your project or is it open to all children?
6. What strategies do you use to reach and enroll your target population?
7. How many unique (count each child served only once) children are projected to be served (describe time period), e.g. 100 youth annually
8. Describe the key activities of your project, including duration and frequency, for example: math tutoring, daily, monthly, number of days per week, number of hours each session, etc.?
9. What specific measurable outcomes does your project produce?

10. Does your project address the documented racial inequities in Alachua County? If so, describe how and what is measured.
11. Does your project reach out to marginalized and vulnerable youth populations? If yes, describe the youth served.
12. Does your project address disproportionately over or under represented youth, e.g., black males in the juvenile justice system, minorities under/over represented in special education, economically disadvantaged underrepresented in gifted programs, etc.
13. How is your program cost-effective and data-driven? Is there potential for greater scale, if so, please explain.

Section 2. - General Requirements Questions

14. How and where does your agency maintain a physical presence in Alachua County?
15. Describe how your project is evidence-based or a best-practice.
16. Is your agency a 501(c)3 or governmental organization? If not, explain your alternate/legal tax status.
17. Describe how you ensure that your employees and volunteers have appropriate Level 2 background checks as required by Florida law. When are background checks completed, on whom, and how often?
18. Describe how your agency is collaborating with others to provide this proposed program, describe the collaboration, list the collaborating agencies, and define the contributions of each agency to the program.
19. Are there any other organizations or collaborative that provide the same or similar services, if so explain how the programs are different.
20. Does your program contribute to new knowledge, increase service to a new sustainable level, or advance the community response to critical issues facing youth?
21. How does your program promote the growth and development of children and adolescents?
22. Will you specifically include children who have experienced trauma and if so what are the special needs you will treat? How will you provide this treatment and what experts will you partner with?
23. Describe how your project provides services in the rural areas of Alachua County, reduces economic barriers to participation, and/or increases access to services.

Section 3. Budget, Financing and Data Questions

24. Provide a brief funding narrative. Include a description of any other funds (identify sources) that will be used for your program and how CTAC funding will be spent.
25. Will your agency be sub-contracting with any other agencies to provide services? If yes, upload a copy of your sub-contract in the documents tab.
26. Will your program utilize any volunteers or interns? If so, how many and what duties will they perform?
27. Describe any pending litigation involving your agency, if applicable.

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28. Has your agency received any audit, financial review, and/or monitoring reports issued by an independent organization within the past calendar year? If so, please upload a copy on the documents tab.
29. If you are awarded less than your funding request, how will you adjust your proposal?
30. If your funding is not continued on an annual basis, what is your plan for its continuation? What is the foundation for future years?
31. Does your agency have experience in providing the proposed program services and if so, how long has it been engaged in these activities?
32. What is the timeline for implementation of your proposed project? List your key milestones. Include when, where, and by whom services will be provided.
33. What data will be collected, how will it be analyzed, and how often will reports be issued to the Children's Trust?
34. Is there additional information you would like to include for consideration of your program? Be brief.

Section 4. Funding Category Specific Questions

A. Seasonal Expansion or Pilot Program Questions

35. If your project is a seasonal expansion, what is the planned duration?
36. If your project is a pilot program, is it based on a national model or promising approach? How did you determine the methodology?
37. Explain what makes your program new or unique to Alachua County?

B. Increase in Service Volume Questions

38. How will the requested funds allow you to expand your program?
39. How will an expansion impact any waiting list or delay for services?
40. How many additional children will be served?
41. Describe how your project will reach more children. Does it expand to include additional marginalized groups or address any barriers to participation?

C. Innovative Project Questions

42. Describe how your program is innovative and or/unique.
43. Is your project based on a national model or a promising approach? Explain.

D. System Capacity Questions

44. How will this proposal increase the capacity of Alachua County organizations to serve all youth?
45. Describe the participating groups and/or key partners. What other organizations are impacted by your proposal?
46. Does your project increase the professionalism, measurably impact the stability, or improve the quality of programs currently offered to youth in Alachua County? Explain.

E. Capital Improvement Questions

47. How will this project improve your program's ability to serve youth in Alachua County?
48. What cost-saving measures, if any, does your proposal include?
49. Does this funding expand your program's capacity? If so, explain.
50. How will your proposed capital improvements be maintained once CTAC funding expires?

DRAFT



PROGRAM and FUNDING POLICIES

**Children's Services Council of Martin County
101 S.E. Central Parkway
Stuart, Florida 34994-5905**

**Phone: 772-288-5758 Fax: 772-288-5799
Website: www.cscmc.org E-mail: cscmc@cscmc.org**

CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY PROGRAM AND FUNDING POLICIES

TABLE OF CONTENTS

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*All occurrences of "CSCMC" in this document are referring to
Children's Services Council of Martin County.*

Mission

Children's Services Council of Martin County's mission is to enhance the lives of the children of Martin County and to enable them to attain their full potential.

Guiding Principles

- 1. The Children's Services Council of Martin County (CSCMC) is ultimately accountable to the community's taxpayers to help improve the quality of life for all residents by supporting the children of Martin County to attain their full potential.**
- 2. CSCMC fosters collaboration among provider agencies and encourages assessment of collective impact with community partners in order to develop increasingly robust systems of care.**
- 3. CSCMC's funding is informed by current qualitative and quantitative data that indicates essential areas for positively impacting children's well being. CSCMC focuses on key indicators that include local data benchmarked against national and/or state data.**
- 4. CSCMC gives funding preference to proven program models that are research based, have demonstrated positive impact, and have sustainable and replicable outcomes.**
- 5. CSCMC targets early intervention and prevention services for our most vulnerable children, families, and neighborhoods, while advocating for and supporting the increased availability of needed services for all children and their families.**
- 6. CSCMC seeks opportunities to leverage local tax dollars with outside revenue from matching funds and grants that support the CSCMC Strategic Plan. Agencies receiving CSCMC funding are expected to diversify their sources of revenue, so as to not be solely reliant upon funding from the Council.**
- 7. CSCMC holds itself to the highest standards of fiscal and operational accountability. CSCMC entrusts public funds to those agencies that seek increased efficiencies and economies of scale, demonstrate competence, and show evidence of fiscal and program accountability.**
- 8. CSCMC strategically addresses emerging issues and service gaps where impact can be demonstrated and measured for efficiency and effectiveness.**
- 9. CSCMC provides public education, advocacy on behalf of children and families, access to information, and research to guide strategic decision-making.**

1. FUNDING PROCESS

1.1 Funding Eligibility

In order to be eligible to apply for Children's Services Council of Martin County's (CSCMC) funding, the Provider must meet the following conditions:

- 1.1a CSCMC funds not-for-profit incorporated organizations, neighborhood organizations, and local government organizations. For-profit organizations are prohibited from applying for CSCMC funds.
- 1.1b Organizations or programs that operate under the exclusive jurisdiction of the public school system are prohibited from applying for funds directly from CSCMC.
- 1.1c Programs requiring worship or religious instructional activities, as a condition of participation, shall not be funded.
- 1.1d Programs of organizations with their own taxing authority are limited to two years of CSCMC funding. Subsequent eligibility for funding must be approved by Council on an annual basis, unless otherwise approved by CSCMC.
- 1.1e CSCMC-funded programs are required to:
 - be in direct alignment with the goals and strategies of the CSCMC Strategic Plan (located on the CSCMC website at www.cscmc.org); and
 - not be duplicative of existing services; and
 - involve collaborations with other community partners in the public and/or private sector.
- 1.1f The target population for the purposes of CSCMC funding is limited to Martin County children and youth, prenatal up to 18 years of age or older if still in high school, or if developmentally disabled as defined by the Individuals with Disabilities Education Act (IDEA) and under 22 years of age, and the family members or primary caregivers of those children and individuals.
- 1.1g CSCMC will not provide funding to organizations for the acquisition of real property.

1.2 Funding Process Requirements

Reimbursements and Advance Funds may be withheld until all outstanding CSCMC requirements, for all contract years, have been satisfied. Contract issuance and/or execution may be withheld until all outstanding CSCMC requirements for that contract year have been satisfied.

1.2a CSCMC Applications for Funding Requirements

A CSCMC Application for Funding is required for all programs applying to CSCMC for any given funding cycle, at the Council's discretion. Final approval of funding will be determined by the Council.

CSCMC Applications for Funding must be signed by both the President/Chairperson of the Board and the Executive Director/Chief Executive Officer of the organization.

CSCMC Applications for Funding must be received by the submission deadline's due date and time, as specified by CSCMC.

All CSCMC Applications for Funding must be completed and submitted to CSCMC per the specifications and methods provided by CSCMC.

1.2b Supporting Documents

As part of the CSCMC Application for Funding process, Supporting Documents must be submitted to CSCMC prior to Contract execution by a date specified by CSCMC. The Provider will be notified of required documents during the Application for Funding process. Entry into a mutual Contract between CSCMC and a Provider constitutes agreement by the Provider to provide services in the manner defined in the CSCMC Application for Funding and Supporting Documents submitted by the Provider.

1.2c Performance Measurements and Budgets

All Providers must negotiate Performance Measurements with CSCMC and submit a Budget for review. Final approvals of Performance Measurements and Budgets are due by a date specified by CSCMC, prior to CSCMC Contract issuance.

1.2d Contract and Policy Compliance

If the Provider requesting funding determines that it cannot fully comply with a CSCMC Contract or Policy requirement, the Provider's Executive Director or equivalent position, must submit a letter to CSCMC's Executive Director, by a date specified by CSCMC. This letter must identify the requirement(s) with which the Provider cannot comply, state the reason, and provide an alternative, if possible. Waivers to requirements, or approvals of alternatives, are at the discretion of CSCMC.

1.2e Business Plan

In order to determine the current status of an organization's viability, CSCMC may require a Provider to submit a Business Plan, per specifications provided by CSCMC.

2. FUNDING CONDITIONS

- 2.1** CSCMC has the discretionary authority to allocate and provide funds for organizations that offer services for the benefit of children and families. All funds are allocated solely at the discretion of CSCMC, and no Provider is entitled to, nor guaranteed funding. All funding allocations are contingent upon CSCMC's annual budget and appropriation process. CSCMC solely reserves the right to reject any or all CSCMC Applications for Funding; deny the issuance or renewal of a CSCMC Contract; and deny, delay, or terminate funding in circumstances it believes is not in the best interest of CSCMC and the public. Funding may also be terminated if funds become unavailable.
- 2.2** The Strategic Priorities of CSCMC may change over time, and no guarantee exists that a program will receive continuation or future funding. The Council's annual funding allocation decisions are final, and there are no appeals.
- 2.3** All CSCMC Applications for Funding, and Supporting Documents submitted to CSCMC become public documents and the property of CSCMC.
- 2.4** CSCMC Contracts, with the Provider's authorized signatures, and required Supporting Documents must be submitted to CSCMC by the date(s) specified by CSCMC.

2.5 Contract Components and Revisions

The CSCMC Contract including, but not limited to, Performance Measurements and Budget, as well as Special Conditions and Attachments, as applicable, constitute the contractual relationship between the Provider and CSCMC. No amendments to the CSCMC Contract may be made without the prior written approval of CSCMC.

2.6 Contract Waiver

CSCMC reserves the right to waive requirements of the CSCMC Contract and its Attachments, as applicable, when warranted.

2.7 Diversification of Funding

CSCMC expects organizations to engage in fiscal capacity building by seeking funds to support their programs. Providers receiving CSCMC funding are expected to diversify their sources of revenue, so as to not be solely reliant upon funding from CSCMC.

3. FUNDING PRIORITY AREAS

In alignment with the current CSCMC Strategic Plan are the following CSCMC Funding Priority Areas:

3.1 Healthy Children

Maternal and Child Health — CSCMC supports programs to help ensure that children experience positive birth, health, and developmental outcomes.

Mental Health and Substance Abuse Prevention — CSCMC supports programs that increase positive mental health and behavioral outcomes and increase the child's capability to address stress constructively. These programs may also serve to prevent or reduce alcohol and other substance use.

Physical Health — CSCMC supports programs that focus on healthy behaviors that promote physical health including healthy weight, oral health – prevention services, and school health services.

3.2 Strong Families

Information and Navigation — CSCMC supports programs that serve as a gateway to community services including health insurance and may include eligibility determination.

Family Strengthening — CSCMC supports programs that provide education and skill building to enhance parent-child relationships and to help build family resilience and capability to function under stress. These programs also serve to prevent child abuse and neglect for families at risk of involvement or further involvement with the Department of Children and Families.

3.3 Safe Communities

Injury Prevention — CSCMC supports programs that help to ensure that children are safe and free from unintentional injuries such as water safety, teen driving, and bicycle safety programs.

Delinquency Prevention — CSCMC supports programs that prevent or reduce delinquent behavior and may include measures to promote socio-emotional competence and self-regulating behavior.

3.4 Success in School and Life

Early Learning & Development — CSCMC supports programs that help to ensure that children are ready for kindergarten, including identification, referrals, and provision of services for children with identified developmental delays; high quality childcare; and early childhood literacy.

Youth Development/Academic Support — CSCMC supports programs that focus on healthy behaviors, academic support, and life skills. These programs help to ensure school success with a focus on reading on grade level by third grade and STEAM (Science, Technology, Engineering, Art and Math) education.

4. SPECIAL FUNDING

CSCMC funds may be available for programs that satisfy the criteria of at least one of the following Special Funding definitions:

4.1 Urgent Need Funding

If the Provider of a CSCMC-funded annual cycle program has an unanticipated "Urgent Need" that falls outside of the CSCMC funding cycle,

it may request Urgent Need Funding. An Urgent Need is defined as an unanticipated threat to the provision of a CSCMC-funded program's core services. Urgent Need Funding is not to be used for the enhancement or expansion of programs currently funded by CSCMC. Partnership Funding CSCMC Contracts are not eligible for Urgent Need Funding.

4.2 Partnership Funding

Partnership Funding is typically awarded to programs that are new to Martin County or to expand existing programs with proven outcomes that are not currently funded by CSCMC. Partnership Funding grant amounts from CSCMC do not exceed \$25,000. Organizations receiving Partnership funds must reapply annually.

A Provider may request Partnership Funding to achieve a specific outcome that meets all of the following criteria:

- is in direct alignment with the goals of the CSCMC Strategic Plan; and
- is not duplicative of existing services; and
- is supported by other funding sources that contribute at least the same dollar amount being requested from CSCMC; and
- does not require CSCMC to fund more than 50% of the program's total budget.

The other funding sources contributing to the program will be reviewed by CSCMC for sustainability and sufficiency. Documentation showing proof of the other funding sources must be submitted to CSCMC as part of the Application for Funding process.

4.3 Match Funding

CSCMC encourages use of its funds as a financial match for leveraging funds from other sources. These are typically state or national sources that require a local match. All programs receiving CSCMC Match Funding must submit documentation of the primary funding source's intent to fund to CSCMC every funding year prior to executing the CSCMC Contract. Match Funding opportunities that are being presented to CSCMC for the first time require the Provider's Executive Director or equivalent position, to submit a written request for approval via a letter addressed to CSCMC's Executive Director. Match Funding is not to be used for the enhancement or expansion of programs currently funded by CSCMC.

4.4 Targeted Funding

Targeted Funding programs are developed in conjunction with CSCMC staff and are based on goals that correlate with CSCMC's Funding Priorities and Strategic Plan and that address service gaps and emerging issues in Martin County.

5. CONTRACT POLICIES & REQUIREMENTS

The CSCMC Contract Policies and Requirements in this section must be adhered to in order to receive and maintain funding from CSCMC.

Reimbursements and Advance Funds may be withheld until all outstanding CSCMC requirements, for all contract years, have been satisfied. Contract issuance and/or execution may be withheld until all outstanding CSCMC requirements for that contract year have been satisfied.

5.1 Supporting Documents

As part of the CSCMC Application for Funding process, Supporting Documents must be submitted to CSCMC prior to Contract execution by a date specified by CSCMC. The Provider will be notified of required documents during the Application for Funding process. Entry into a mutual Contract between CSCMC and a Provider constitutes agreement by the Provider to provide services in the manner defined in the CSCMC Application for Funding and Supporting Documents submitted by the Provider.

5.2 Program and Fiscal Monitoring

All CSCMC-funded programs will be subject to a minimum of one administrative program performance review visit, one program drop-in visit, and one fiscal monitoring. The program performance review and fiscal monitoring timetables and procedures will be provided to organizations after CSCMC allocations are approved.

All CSCMC-funded programs may also be required to attend quarterly program performance review meetings. The Provider must give CSCMC access to program and administrative sites, staff, fiscal records, participant records, logs, and other requested information.

During the fiscal monitoring and program performance review process, CSCMC Staff may identify areas of non-compliance. CSCMC may require a Performance Improvement Plan that will be jointly developed by CSCMC and the Provider. The Performance Improvement Plan allows the Provider the opportunity to address the identified areas of concern and take the steps required to meet the terms of the CSCMC Contract.

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CSCMC will conduct an internal program performance review after the end of the contract term. Program performance results are presented to Council, distributed to funded Providers, and posted to the CSCMC website, www.cscmc.org.

5.3 Provider Participations

All CSCMC-funded organizations must attend CSCMC Council meetings when possible and sign provider agreement(s) with community resource and referral organizations.

5.4 CSCMC-Funded Staff Training Requirement

The Provider's Direct Service staff working 40 hours in a CSCMC-funded program whose salary is funded by CSCMC, wholly or partially, must participate in a minimum of 30 hours per contract year of Continuing Education/Training specific to job competencies. The number of training hours required for the above-referenced staff employed less than 40 hours will be pro-rated based on a formula provided by CSCMC. Seasonal employees (employed during Winter, Spring, and Summer breaks only) are waived from this requirement.

5.5 Background Screening

The Provider acknowledges that persons involved with CSCMC-funded programs may be in a position of trust or responsibility serving the needs of the children of Martin County. CSCMC requires all Providers to perform Level 2 background screenings every two years for all staff funded by CSCMC who are in direct contact with children. If a staff member has been screened through the DCF Clearinghouse or another system that provides immediate arrest notifications then staff may be screened every 5 years. All screenings are to be substantially consistent with the standards set forth in Florida Statute 435.04.

CSCMC additionally requires that the Provider subject to conducting Level 2 background screenings annually signs an affidavit, under penalty of perjury, to be presented at the Provider's program performance review visit, or as otherwise requested by CSCMC. Such affidavit shall state that all staff funded by CSCMC who are in direct contact with children have been screened and passed; screened and not passed; or if such individuals are awaiting the results of the required background screenings. The Provider will notify CSCMC immediately upon receipt of the background screening results.

For each person who has failed screening, the Provider must submit in writing to CSCMC a statement indicating the following:

- The status of the person's involvement with the CSCMC-funded program
- If the person is pursuing an exemption in accordance with Florida Statute 435.07
- The Provider's proposed course of action as a result of the failed screen

In addition, it is Provider's responsibility to assure that all Subcontractors funded by CSCMC who are in direct contact with children have been background screened in accordance with all state and federal laws, rules and regulations prior to the commencement of work by the Subcontractor.

CSCMC reserves the right of final approval on continued or new employment for any position funded directly by CSCMC or working within a CSCMC-funded program that involves an exemption. CSCMC may withhold or terminate funding for any position, or for the program in part or in its entirety, in the event the Provider retains any person who fails a Level 2 background screening or obtains an exemption to such screening without approval of CSCMC.

5.6 Insurance

Prior to commencing any services under the CSCMC Contract, the Provider shall be responsible for obtaining insurance coverage, as described hereunder, and as deemed reasonably necessary by CSCMC and by the nature of the services to be provided by the Provider. All required insurance shall be maintained at all times during the life of this CSCMC Contract, and all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

No later than upon execution of the CSCMC Contract, the Provider must submit to CSCMC current Certificates of Insurance that indicate that the Provider has obtained insurance of the type and amount, as required, and should list Children's Services Council of Martin County as the Certificate Holder and as an Additional Insured with respect to General Liability, including a Contractual Liability notation.

It is the responsibility of the Provider during a contract term to submit renewals of the required Certificates of Insurance to CSCMC on or before the expiration of the Provider's insurance policies.

- The Provider shall maintain, during the life of the CSCMC Contract, **Commercial General Liability Insurance**, including Contractual Liability Insurance, in the minimum amount of \$500,000 per occurrence to protect the Provider from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages, that may arise from any operations under the CSCMC Contract, whether such operations are by the Provider or by anyone directly or indirectly employed by or contracting with the Provider. A notation indicating **Contractual Liability** must be specified on the Certificate of Insurance provided to CSCMC.
- If the Provider (its Employees and/or Subcontractors) uses a motor vehicle owned or leased by the Provider in the provision of services pursuant to the CSCMC Contract, then the Provider shall maintain during the life of the CSCMC Contract, **Comprehensive Automobile Liability Insurance** in the minimum amount of \$300,000 combined single limit for bodily injury and property damages liability to protect the Provider from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, whether such operations are by the Provider or by anyone directly or indirectly employed by or contracting with the Provider.
- The Provider shall carry **Workers' Compensation Insurance** (including Employer's Liability Insurance) for all employees as required by Florida Statutes. In the event the Provider does not carry Workers' Compensation Insurance and chooses not to obtain same, then the Provider shall in accordance with Section 440.05, Fla. Stat., apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to CSCMC.
- If the Provider utilizes licensed professionals in the provision of services pursuant to the CSCMC Contract, then the Provider shall maintain, during the life of the CSCMC Contract, **Professional Liability Insurance** in the minimum amount of \$500,000 per occurrence to protect the Provider from claims, that may arise from any operations under the CSCMC Contract, whether such operations are by the Provider or by anyone directly employed by or contracting with the Provider.
- The Provider is also required to maintain any other insurance coverage deemed reasonably necessary by CSCMC by the nature of the services to be provided by the Provider during the life of the CSCMC Contract. **The Provider shall submit to CSCMC a current Certificate of Insurance listing Children's Services Council of Martin County as the Certificate Holder and as an Additional Insured with respect to General Liability.**

- If the Provider enters into a subcontract for the provision of services of any portion of services funded by CSCMC, the Provider shall furnish CSCMC copies of the **Subcontractor's Certificates of Insurance** with respect to **General Liability Insurance** listing: 1) The Provider as a Certificate Holder and as an Additional Insured and 2) Children's Services Council of Martin County as a Certificate Holder and as an Additional Insured. If a Subcontractor does not have General Liability Insurance, the Provider's insurance certificate furnished to CSCMC shall include a notation that the Subcontractor is provided coverage under the Provider's General Liability Insurance policy. **Copies of the Certificates of Insurance must be furnished to CSCMC prior to the commencement of work by the Subcontractor.**

5.7 Nondiscrimination

The Provider agrees that it does not discriminate against any person on the grounds of race, color, gender, disability, national origin, ancestry, age, religion, marital status, sexual orientation, veteran's status, familial status, gender identity or expression, or political belief in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff; provision of benefits; selection of volunteers, vendors or subcontractors; or admission to, participation in, or receipt of the services and benefits of any of its CSCMC-funded programs and activities. The Provider also agrees to maintain reasonable access for persons with disabilities. These conditions apply whether the services and benefits are carried out by the Provider directly or through a CSCMC-funded Subcontractor. CSCMC and its funded programs may designate services for specific target populations, based on identified community needs, per the current CSCMC Strategic Plan.

5.8 Confidential Information

- 5.8a The Provider shall not use or disclose any information that specifically identifies a recipient of services under the CSCMC Contract and its Attachments, as applicable, and for any purpose not in conformity with federal, state, or local law and related regulations, except upon written consent of the recipient, his responsible agent, or guardian where authorized by law.
- 5.8b The Provider agrees that all program records and supporting documentation shall be subject at all times to inspection and review by CSCMC staff or its duly authorized agent. If the information to be inspected and reviewed requires written consent of the recipients of program services, it shall be the responsibility of the Provider to obtain any consent necessary.

5.9 Assignments and Subcontracts

The Provider shall not assign the responsibility of the CSCMC Contract to another party or subcontract for any of the services provided under the CSCMC Contract without prior written approval of CSCMC. No approval by CSCMC of any assignment or subcontract shall be deemed an obligation by CSCMC to provide funds in addition to the total dollar amount stated in the CSCMC Contract.

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

All such assignments or subcontracts shall be subject to the conditions of the CSCMC Contract and its Attachments, as applicable. The Provider must have a monitoring and evaluation process in place in order to determine that the Subcontractors are in compliance with their subcontracts agreements. A summary report must be provided to CSCMC at mid and end of contract term.

5.10 Notification Policies

5.10a Critical Events or Circumstances

The Provider must notify CSCMC of any events or circumstances that have the potential to negatively impact CSCMC or the Provider, or the potential to jeopardize the Provider's capability to meet its CSCMC Contract obligations. Such events or circumstances include, but are not limited to:

- A vacancy or an administrative leave of absence of a key staff position, such as Chief Executive Officer or Finance Director, whether or not that position is funded by CSCMC
- Endangerment of any CSCMC-funded program participant
- Open investigations or legal actions occurring against the Provider or its Subcontractors that provide services funded by CSCMC

Notification must be submitted to CSCMC via e-mail within 2 business days of the Provider's knowledge of the events or circumstances. Notifications should be directed to CSCMC's Executive Director and Manager of Outreach and Communications. CSCMC may request additional backup documentation to support the notification.

CSCMC reserves the right to suspend or terminate funding to a Provider until the identified concerns with the events or circumstances are resolved to the satisfaction of the Council.

5.10b Staff Vacancies or Changes

The Provider must notify CSCMC when the following staff positions become vacant or have had a change in the number of hours worked:

- Any CSCMC-funded staff position
- Key staff position such as Chief Executive Officer, Finance Director, or Program Director, whether or not that position is funded by CSCMC
- Any staff position that has access to SAMIS (Services and Activities Management Information System) that has been terminated or has had a change in job responsibilities no longer requiring access to SAMIS, whether or not that position is funded by CSCMC.

Notification must be submitted to CSCMC via e-mail immediately of the staff vacancy or change. Notifications should be directed to the program's CSCMC contract manager. CSCMC may request additional backup documentation to support the e-mail notification.

5.10c Organization and Program Name Changes

The Provider must notify CSCMC of any change in the legal name of the CSCMC-funded organization or program name.

5.11 Community Outreach

The Provider agrees to participate in, and facilitate, public education about the benefits of CSCMC through the methods outlined in the requirements specified below in the CSCMC Contract.

The Provider will submit to CSCMC, without charge, copies of all publications, newsletters, advertisements, press releases and other outreach materials that include the CSCMC logo or acknowledgment of funding.

Community Outreach Requirements

- The CSCMC logo below the words "Proudly Supported By" will be prominently displayed on all Provider outreach sources, including:
 - Stationery, brochures, flyers, posters, signs and banners, etc. describing or referring to a program or services funded by CSCMC

- Provider's website (including a hyperlink)
- Organizational newsletters and annual reports (electronic and printed)
- A CSCMC decal (provided without charge by CSCMC) will be displayed on the front door or window of all funded program sites and administrative offices. A CSCMC banner (provided without charge by CSCMC) will be displayed at all CSCMC-funded program sites.
- All press releases and submitted news articles regarding CSCMC-funded or subcontracted programs will include the acknowledgment of CSCMC funding.

5.12 Services and Activities Management Information System (SAMIS)

5.12a SAMIS Participation

All CSCMC-funded programs must participate in the fiscal and program components of the Services and Activities Management Information System (SAMIS). SAMIS is a web-based computer application into which CSCMC-funded Providers enter fiscal and program information.

5.12b SAMIS User Notification

Any staff position that has access to SAMIS that has been terminated or has had a change in job responsibilities no longer requiring access to SAMIS, whether or not that position is funded by CSCMC, must notify the program's CSCMC contract manager immediately in writing via e-mail.

5.12c SAMIS Budgets

Following the Council's approval of funding allocations, the Provider must submit a budget in SAMIS that reflects the limits of the allocation. This budget must be submitted and approved in SAMIS by a due date specified by CSCMC. All budgets are subject to CSCMC staff approval, and upon approval, the budget will become part of the CSCMC Contract.

5.12d SAMIS Fiscal training

SAMIS Fiscal training to the Provider's staff will be available upon request.

5.12e SAMIS Program Data

The Provider agrees to maintain data related to services provided under the CSCMC Contract in a timely, accurate, and complete manner. Program-related data for each quarter of the CSCMC Contract term must be submitted in SAMIS, on a quarterly basis for twelve-month contracts. CSCMC Contracts with terms that are less than twelve months will be given a schedule by CSCMC that is specific to that contract.

5.12f SAMIS Program Training

SAMIS Program training is required for all Providers' staff who are new to entering program data into the system.

5.13 Internal Control Documents

Upon request by CSCMC, Providers will show evidence of the following documents, and may be required to submit an electronic or hard copy of such documents to CSCMC:

5.13a Quality Assurance/Quality Improvement Plan

This Plan should describe the Provider's protocol for ensuring that its program services are safe, effective, client-centered, timely, efficient, and equitable.

5.13b Emergency Operations Plan

This Plan should describe the Provider's protocol to prepare for, respond to, and recover from natural and man-made disasters.

5.13c Crisis Management Plan

This plan is in response to a crisis situation that has the potential to negatively impact CSCMC or the Provider, or the potential to jeopardize the Provider's capability to meet its CSCMC Contract obligations. This Plan should describe the Provider's protocol to communicate with its crisis management team, Board members, Funders, the public, and the media.

5.14 Federal, State and Local Requirements

In delivery of the services provided in accordance with the CSCMC Contract and its Attachments, as applicable, as well as the required Supporting Documents, it is the Provider's responsibility to assure that all applicable federal, state and local requirements are met, including but not limited to compliance with licensing requirements, health/safety codes, and zoning codes.

5.15 Records Retention Policies

- 5.15a The Provider agrees to maintain books, records, and documents in accordance with generally accepted accounting procedures and practices that accurately and appropriately reflect all expenditures of funds listed in the budget approved by CSCMC.
- 5.15b The Provider agrees that all fiscal and program records, supporting documentation, and any other documents pertinent to the CSCMC Contract shall be subject at all times to inspection, review, or audit by CSCMC staff or its duly authorized agent.
- 5.15c The Provider agrees to maintain data related to services provided under the CSCMC Contract in a timely, accurate, and complete manner. Final reimbursement is made only after completion of fiscal review by CSCMC and submission of program data to CSCMC that is required at the end of a contract term. Failure to submit program statistics may result in forfeiture of any remaining program funds.
- 5.15d The Provider agrees to retain all fiscal and program records, supporting documentation, and any other documents pertinent to the CSCMC Contract for a period of five years after termination of the CSCMC Contract. If an audit has been initiated and audit findings have not been resolved, all records shall be retained until resolution of audit findings.

5.16 Public Records Law Compliance

CSCMC is a public agency in Florida and as such, Provider's records pertaining to the CSCMC Contract are subject to the Public Records Laws of Florida (Florida Statutes, Chapter 119). Provider is required to, and does hereby agree to, comply with all applicable public records laws, including, without limitation:

- Provider will keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of the CSCMC Contract.
- Upon request from CSCMC's custodian of public records, Provider will provide CSCMC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.

- Provider will 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 the CSCMC Contract term and following completion of the CSCMC Contract if Provider does not transfer the records to CSCMC.
- Upon completion of the CSCMC Contract, Provider will transfer, at no cost, to CSCMC all public records in possession of Provider or keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of the CSCMC Contract. If Provider transfers all public records to CSCMC upon completion of the CSCMC Contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the CSCMC Contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSCMC, upon request from CSCMC's custodian of public records, in a format that is compatible with the information technology systems of CSCMC.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CSCMC CONTRACT, CONTACT THE CSCMC CUSTODIAN OF PUBLIC RECORDS AT (772) 288-5758; cscmc@cscmc.org; CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY, 101 S.E. CENTRAL PARKWAY, STUART, FL 34994-5905.

6. FISCAL POLICIES

6.1 Requirements Non-Compliance

Reimbursements and Advance Funds may be withheld until all outstanding CSCMC requirements, for all contract years, have been satisfied. Contract issuance and/or execution may be withheld until all outstanding CSCMC requirements for that contract year have been satisfied.

6.2 Audit Policy

Within 180 days of the close of its fiscal year (due date), the Provider agrees to submit to CSCMC an independent audit of the financial statements of the entity in its entirety and any accompanying management

letter(s). The audit must be performed by a firm licensed to perform audits in the State of Florida and conducted in accordance with generally accepted auditing standards and standards established by the American Institute of Certified Public Accounts (AICPA). The audit will separately identify CSCMC revenues, fees, donations, and expenditures by program.

If the Provider does not comply with the audit requirement, it is considered out of compliance and is not eligible for CSCMC funds for the next funding cycle. A financial penalty equal to 5% of the monthly reimbursement requests may be imposed for late submission until the audit is received by CSCMC. If an audit is not provided to CSCMC within 60 days of the due date, the existing Contract between CSCMC and the Provider may be terminated.

6.3 Audit Extension

An audit extension request may be filed if the Provider cannot comply with the time frame specified in the Audit Policy stated above. The request should be in writing from the Provider's auditor and addressed to CSCMC's Executive Director. The request must contain the reason for the delay and an estimated date of completion. Approval is at the discretion of CSCMC's Executive Director.

6.4 Audit Exceptions

Programs funded by CSCMC for \$25,000 or less will be exempt from the audit requirement. A Provider with a TOTAL AGENCY BUDGET of less than \$150,000 may request Council's approval of a fiscal review in lieu of an audit. The request must be made no later than with the submission of a CSCMC Application for Funding and/or Supporting Documents and should be in writing from the Provider's Executive Director, or equivalent position, and addressed to CSCMC's Executive Director. Approval is at the discretion of CSCMC's Executive Director.

6.5 Redirection of Resources

6.5a Prior approval by CSCMC is needed for redirecting funds within a line item to cover expenses for different items than were approved by CSCMC in the original budget submission. A request for approval should be submitted in writing to CSCMC's assigned contract manager.

6.5b If a line item in the Total Program Budget approved by CSCMC has \$0.00, CSCMC funds may not be redirected to that line item in the current contract term.

6.6 Return of Funds

The Provider agrees to return to CSCMC any overpayment due to unearned funds or funds disallowed pursuant to the terms of the CSCMC Contract that were disbursed to the Provider by CSCMC. Such funds shall be considered CSCMC funds and shall be refunded to CSCMC in accordance with its instructions.

6.7 Reporting Other Sources of Funds

The Provider will report all sources of funds related to the CSCMC-funded program that were not originally included in SAMIS during the annual funding process. The Provider will also report sources of funds that were budgeted during the annual funding process but were not received.

This information shall be reported to the CSCMC assigned contract manager at the program performance review visit. The Provider must also be prepared to furnish an explanation of how such additional funds will be used. A full copy of requests or applications for other sources of funds will be provided upon request by CSCMC.

6.8 Pre-Allocation Expenses

CSCMC will not be liable for any costs incurred by Providers related to the preparation and submittal of a CSCMC Application for Funding or a Business Plan, nor will it fund any pre-allocation expenses (e.g. copy costs).

6.9 Supplanting

CSCMC funding to any organization shall not have the effect of supplanting (replacing) funding from an existing source, either in anticipation of or as a consequence of funding from CSCMC, without prior approval of the Council.

6.10 Advance Funds

Requests for advance funds for operating expenses must be submitted by the Provider's Executive Director or equivalent position, via a letter addressed to CSCMC's Executive Director, at the time of the CSCMC Contract's execution. The request letter must clearly state the reason for requesting the advance and the specific dollar amount needed. The advance fund amount requested should be no greater than the equivalent of one month of the total CSCMC funding allocation.

Upon approval of this request by CSCMC, a minimum repayment amount of the advance funds, divided proportionately for the remaining months of the contract term, must be entered in SAMIS by the Provider as a

deduction from each monthly reimbursement request. CSCMC Contracts with terms that are less than twelve months will be given a repayment schedule by CSCMC that is specific to that contract.

6.11 Budget Amendments

Budget amendments must be made according to the following CSCMC Budget Amendments policies and procedures listed below:

- Narratives must be completed in SAMIS for the line item from which dollars are being moved and also for the line item to which dollars are being added. These detailed narratives should explain the reason for the request, including what has occurred that was unanticipated at the time that the budget was submitted to CSCMC.
- The Provider may make two budget amendments during the contract year. Budget amendments will not be accepted after the reimbursement period covering expenditures through March 31 for July-June contract terms and through June 30 for October-September contract terms. The Provider must submit the amendment in SAMIS prior to April 15 for Annual Funding Cycle (July-June) contract terms and prior to July 15 for Fiscal Year Funding Cycle (October-September) contract terms. If these submission due dates fall on a holiday or weekend, the following business day will apply. CSCMC Contracts with terms of less than twelve months may not be eligible for budget amendments.
- The Provider should submit a budget amendment request for \$4,999 or less using the budget amendment process in SAMIS. CSCMC's Executive Director or his/her designee(s) will review and make a determination to approve or deny all budget amendment requests of \$4,999 or less.
- All budget amendment requests of \$5,000 or more require Council approval. For budget amendment requests of \$5,000 or more, the Provider's Executive Director or equivalent position must first submit a letter to CSCMC's Executive Director with a detailed description of the proposed budget amendment. To better ensure the ability of CSCMC Staff to present the request to Council in a timely manner, it is recommended that the Provider submit the request letter at least one month prior to the following scheduled Council meeting.
- Upon review of the request letter, CSCMC's staff will notify the Provider to submit the proposed budget amendment in SAMIS for further review. Upon sufficient understanding of the submitted budget amendment, CSCMC's staff will make a recommendation to Council. The Provider will be notified of the Council's decision.

- CSCMC staff must approve salary changes or staff reclassifications for a CSCMC-funded position.
- The proposed amendment should not compromise the original intent or intended outcome of the program.
- Budget amendments cannot be retroactive.
- Budget amendments cannot include line items that were not approved in the original budget submission to CSCMC.

6.12 CSCMC Fiscal Year-End Requirements

In preparation for CSCMC's annual Audit for its fiscal year ending September 30, all reimbursement requests for expenses through the month of September must be received by CSCMC no later than **October 15** of the same CSCMC fiscal year. If this submission due date falls on a holiday or weekend, the following business day will apply.

If this due date cannot be met, CSCMC's Executive Director must be notified in writing no later than October 15 of the same CSCMC fiscal year of any outstanding, unreimbursed expenses. Failure to notify CSCMC by this due date will result in denial of reimbursement for these expenses.

Date: _____ Package ID: **3514717**

Section A: GENERAL INFORMATION

Company Name: **CHILDREN'S TRUST OF ALACHUA COUNTY**

Action:	Account Type:	Default Setting:
<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Full Reconciliation	<input type="checkbox"/> Pay All
<input type="checkbox"/> Change	<input type="checkbox"/> Partial Reconciliation	<input checked="" type="checkbox"/> Return All
<input type="checkbox"/> Delete	<input checked="" type="checkbox"/> No Reconciliation	

Section B: TELLER POSITIVE PAY: ☒ Yes or ☐ No (Not applicable for GBS Canada accounts)

TELLER POSITIVE PAY APPROVAL

Name of First Contact:	Lou Giovagnorio	Phone:	352 374-3605
Email of First Contact:	lpg@alachuaclerk.org		
Name of Second Contact:	Heather Carter	Phone:	352 374-3605
Email of Second Contact:	hlp@alachuaclerk.org		

Section C: PAYEE POSITIVE PAY

☐ Yes ☒ No

Section D: ACCOUNT SETUP INFORMATION

	ACCOUNT NUMBER		ACCOUNT LEGAL NAME
1.	898090120937	1.	CHILDREN'S TRUST OF ALACHUA COUNTY
2.		2.	
3.		3.	
4.		4.	
5.		5.	
6.		6.	
7.		7.	
8.		8.	
9.		9.	
10.		10.	
11.		11.	
12.		12.	
13.		13.	
14.		14.	
15.		15.	
16.		16.	
17.		17.	
18.		18.	
19.		19.	
20.		20.	

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Section E: CLIENT AUTHORIZATION

In accordance with the terms and conditions of the service agreement(s) between Client and Bank for the applicable Default Setting in Section A, Bank is notified of the designations and authorization assignments set forth above as is authorized to act upon such notifications. Client has reviewed the applicable security procedure for the service and agrees that it is satisfactory. The authorization shall remain in effect until written notice of revocation is received and processed by Bank.

Dated: _____

CHILDREN'S TRUST OF ALACHUA COUNTY
(CLIENT'S LEGAL NAME)

(Signature)

Ken Cornell

(Print Name)

Interim Chair

(Print Title)

INSTRUCTIONS
Section A:
General Information

- **Company Name:** Enter the name of your company.
- **Action:** Check the box indicating whether you are adding, changing or deleting account(s) for the Positive Pay Service.
- **Account Type:** Check the box indicating the type of reconciliation service, if any, to be performed on the account(s).
- **Default Setting:** Check the box that the Bank is to use for disposition of all exception items on days that your Authorized individual fails to notify us of individual pay/return decisions by the applicable cutoff time. The default is set at the account level.
- **Account Number:** Enter the account number that you will be using for Positive Pay service.
- **ABA Number:** Enter the ABA number for the account that you will be using for Positive Pay.
- **Account Title:** Enter the title of the account that you will be using for Positive Pay.

Section B:
Teller Positive Pay

Enter the primary and secondary contact for Teller Positive Pay.

Section C:
Payee Positive Pay

- **Issue Match** – Check issue file to include added payee name field. Payee name submitted via issue file must match payee name as printed on the check.
- **Seal Match** – The payee name and other critical check data is included as an encrypted seal on the face of the check when printed.

Section D:
Account Setup Information –
Multiple Accounts

This section should be used to list any additional accounts to be setup for Positive Pay.

Section E:
Client Authorization

If you are a new Positive Pay customer, this form must be signed by an authorized signer. If you are an existing Positive Pay customer, this form must be signed by an authorized signer or an authorized individual with the applicable authorization.

Enter the legal name of the customer, sign the form, print the name and title of the individual(s) required to sign by your company, and the date of approval

Distribution

Return original to your Bank representative; retain a copy for your files.

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Date: _____ Package ID: **3514717**

Section A: GENERAL INFORMATION

Company Name: **CHILDREN'S TRUST OF ALACHUA COUNTY**

Action:	Account Type:	Default Setting:
<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Full Reconciliation	<input type="checkbox"/> Pay All
<input type="checkbox"/> Change	<input checked="" type="checkbox"/> Partial Reconciliation	<input checked="" type="checkbox"/> Return All
<input type="checkbox"/> Delete	<input type="checkbox"/> No Reconciliation	

Section B: TELLER POSITIVE PAY: ☒ Yes or ☐ No (Not applicable for GBS Canada accounts)

TELLER POSITIVE PAY APPROVAL

Name of First Contact:	Lou Giovagnorio	Phone:	352 374-3605
Email of First Contact:	lpg@alachuaclerk.org		
Name of Second Contact:	Heather Carter	Phone:	352 374-3605
Email of Second Contact:	hlp@alachuaclerk.org		

Section C: PAYEE POSITIVE PAY

☐ Yes ☒ No

Section D: ACCOUNT SETUP INFORMATION

	ACCOUNT NUMBER		ACCOUNT LEGAL NAME
1.	898090120940	1.	CHILDREN'S TRUST OF ALACHUA COUNTY
2.		2.	
3.		3.	
4.		4.	
5.		5.	
6.		6.	
7.		7.	
8.		8.	
9.		9.	
10.		10.	
11.		11.	
12.		12.	
13.		13.	
14.		14.	
15.		15.	
16.		16.	
17.		17.	
18.		18.	
19.		19.	
20.		20.	

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Section E: CLIENT AUTHORIZATION

In accordance with the terms and conditions of the service agreement(s) between Client and Bank for the applicable Default Setting in Section A, Bank is notified of the designations and authorization assignments set forth above as is authorized to act upon such notifications. Client has reviewed the applicable security procedure for the service and agrees that it is satisfactory. The authorization shall remain in effect until written notice of revocation is received and processed by Bank.

Dated: _____

CHILDREN'S TRUST OF ALACHUA COUNTY
(CLIENT'S LEGAL NAME)

(Signature)

Ken Cornell

(Print Name)

Interim Chair

(Print Title)

INSTRUCTIONS
Section A:
General Information

- **Company Name:** Enter the name of your company.
- **Action:** Check the box indicating whether you are adding, changing or deleting account(s) for the Positive Pay Service.
- **Account Type:** Check the box indicating the type of reconciliation service, if any, to be performed on the account(s).
- **Default Setting:** Check the box that the Bank is to use for disposition of all exception items on days that your Authorized individual fails to notify us of individual pay/return decisions by the applicable cutoff time. The default is set at the account level.
- **Account Number:** Enter the account number that you will be using for Positive Pay service.
- **ABA Number:** Enter the ABA number for the account that you will be using for Positive Pay.
- **Account Title:** Enter the title of the account that you will be using for Positive Pay.

Section B:
Teller Positive Pay

Enter the primary and secondary contact for Teller Positive Pay.

Section C:
Payee Positive Pay

- **Issue Match** – Check issue file to include added payee name field. Payee name submitted via issue file must match payee name as printed on the check.
- **Seal Match** – The payee name and other critical check data is included as an encrypted seal on the face of the check when printed.

Section D:
Account Setup Information – Multiple Accounts

This section should be used to list any additional accounts to be setup for Positive Pay.

Section E:
Client Authorization

If you are a new Positive Pay customer, this form must be signed by an authorized signer. If you are an existing Positive Pay customer, this form must be signed by an authorized signer or an authorized individual with the applicable authorization.

Enter the legal name of the customer, sign the form, print the name and title of the individual(s) required to sign by your company, and the date of approval

Distribution

Return original to your Bank representative; retain a copy for your files.

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Section A: GENERAL INFORMATION

This form is required to designate authorized contacts for your Automated Clearing House (ACH) Services, ACH Voice Response Unit (VRU), and to select the VRU Service Option.

Company Name:	Children's Trust of Alachua County	Account Name (Optional):		GCI#:	
Company Contact Name	Lou Giovagnorio	Title:	Investment Accountant	Phone #:	352 374-3605
Point Name/ID: Update Contacts:	Select One	Company ID:		Collection Application Name	

Authorized Contacts Instructions

For each Authorized Contact, provide their name, area code, telephone number(s), available hours, and time zone. You must provide at least one (1) general Authorized Contact, one (1) technical Authorized Contact and one (1) Contact for Customer Service inquiries. These may be the same person. If you use a third party vendor, you also authorize any authorized contacts supplied by your vendor to act as your Authorized Contacts.

- Primary Technical Contact not needed for Vendor set ups.
- Primary contact is mandatory for adding collection application.
- Company Id level- update contacts for company id(s) provided only.
- Point level- update contacts for all company id's under point – For Transmission client only*.

It is recommended that you designate at least two (2) 24-hour Authorized Contacts who can provide authorization after normal business hours in order to avoid the possibility of delaying payments.

If you need to add more authorized contacts, please copy this form and submit two forms.

<input checked="" type="checkbox"/> Authorized Client Contact List (ACCL)	<input checked="" type="checkbox"/> ACH VRU Authorization Form
For All ACH Origination clients	For Direct Transmission clients only
<input type="checkbox"/> <i>Supersede (Select only, if replacing all the existing ACCL contacts)</i>	

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Section B: AUTHORIZED CONTACT

Action	Authorized Contact Name	Area Code & Telephone#		Hours / Time Zone
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete	Primary General Contact (After hours contact information required) <input type="checkbox"/> Check if 24-hour contact Name: Pat Lawrence Email: pml@alachuaclerk.org	Work#:	352 374-3605	From: 08:00 To: 17:00 <input checked="" type="checkbox"/> ET <input type="checkbox"/> CT <input type="checkbox"/> MT <input type="checkbox"/> PT
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete	Primary Technical Contact (After hours contact information required) <input type="checkbox"/> Check if 24-hour contact Name: Pat Lawrence Email: pml@alachuaclerk.org	Work#:	352 374-3605	From: 08:00 To: 17:00 <input checked="" type="checkbox"/> ET <input type="checkbox"/> CT <input type="checkbox"/> MT <input type="checkbox"/> PT
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete	Primary Contact for Customer Service Inquiries <input type="checkbox"/> Check if 24-hour contact Name: Pat Lawrence Email: pml@alachuaclerk.org	Work#:	352 374-3605	From: 08:00 To: 17:00 <input checked="" type="checkbox"/> ET <input type="checkbox"/> CT <input type="checkbox"/> MT <input type="checkbox"/> PT
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete	Primary Contact for Delete / Reversal Requests <input type="checkbox"/> Check if 24-hour contact Name: Pat Lawrence Email: pml@alachuaclerk.org	Work#:	352 374-3605	From: 08:00 To: 17:00 <input checked="" type="checkbox"/> ET <input type="checkbox"/> CT <input type="checkbox"/> MT <input type="checkbox"/> PT
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete	Alternate Contact <input type="checkbox"/> Check if 24-hour contact <input type="checkbox"/> General <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Delete/Reversals <input type="checkbox"/> Customer Service Name: Craig Tomlinson Email: cbt@alachuaclerk.org	Work#:	352 374-3605	From: 08:00 To: 17:00 <input checked="" type="checkbox"/> ET <input type="checkbox"/> CT <input type="checkbox"/> MT <input type="checkbox"/> PT
Click Here to Add More VRU Contacts				

Section C: VRU SERVICE OPTIONS

- ☒ VRU Security Service (Recommended) - Input file totals, obtain status of files & change password
- ☐ VRU File Confirmation Service - Obtain status of files & change password

Section D: AUTHORIZED ACH VRU USERS

List ALL VRU Users. For each Authorized ACH VRU User, provide that individual's name and email address. If you use a third party vendor, you also authorize any authorized contacts by your vendor to act as your Authorized VRU Users. Each ACH VRU user is authorized to:

- Verify the authenticity of Entry Data in accordance with the Security Procedures.
- Obtain status of ACH file and file totals.

VRU ID # (existing VRU clients only)

Action	Authorized ACH VRU Users	Email Address
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete	Pat Lawrence	pml@alachuaclerk.org
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete	Craig Tomlinson	cbt@alachuaclerk.org
Click Here to Add More VRU Contacts		

Section E: AUTHORIZED SIGNATURE

I understand if Authorized Contacts are not available, my company's payments may be delayed if the Bank needs my company's processing authorization. This information can be canceled or amended by providing us with a new ACCL/ACH VRU Authorization Form. We are not obligated to implement any requested changes until we have received it and had a reasonable opportunity to act upon it. Bank of America is authorized to act upon the instructions set forth above in accordance with the terms and conditions of the service agreement between Client and Bank for this Service. The Bank may rely on this authorization until we receive written notice revoking the authorization and we have had a reasonable opportunity to act on it.

By signing below, I agree that I have reviewed the above information and all is correct.

Authorized Client Signature :	Print Name :	Ken Cornell
Title : Interim Chair	Date Signed :	Date :

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Section A: General Information

Date:		Package ID:		Product ID:	
Client Legal Name:	Children's Trust of Alachua County				GCI#:
Contact Name:	Pat Lawrence	Phone #:	352 374-3605	Fax #:	352 374-5265
Secondary Contact Name <i>Recommended for Positive Pay</i>	Craig Tomlinson	Phone #:	352 374-3605	Fax #:	352 374-5265

[Add Additional Contacts](#)

Instruction Guide

Establish ACH Positive Pay

Allows CashPro clients to:

- Block unauthorized ACH transactions from posting to an account.
- Establish ACH Authorizations online for trading partners using the Cash Pro ACH Positive Pay Module.
- **Mandatory CR09630 Summary Report will be added via CashPro IR statements (included in Monthly Maintenance fee).**
- When adding positive pay and a separate block & authorization for different account number, please select both the Positive Pay and ACH Blocks/Auth

Identify and review exception items and instruct the bank to pay or to return those items. An exception item is an ACH Entry not previously authorized by the client.

Establish ACH Blocks and Authorizations

Allows clients to:

Place a block of ACH transactions

Add Authorizations for trading partners by company ID (added by the bank with the information provided below)

**Note: Product approval is required for Block on Debit & Credit reversals*

ACH Specific Blocks:

Blocks incoming ACH transactions (by Company ID **OR** SEC code) from posting to your account. ACH Specific Blocks apply to both debit and credit transactions. See ACH Receipts User Guide for additional information. Maximum specific blocks per account is 6.

Note: If you want to add more than 6 accounts, use the multiple accounts spread sheet.

☐ ACH Positive Pay

☒ ACH Blocks and Authorizations

☐ ACH Specific Blocks

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Section D: Establish ACH Blocks and Authorizations

***Note:** Block automatically added when positive pay is requested

Service Selection			Account Information			
Action	ACH Blocks*	ACH Authorization (Details required in next section)	Account #	Account Title	R/T # for States AR thru MI	R/T # for States MO thru WA
Add	Debits	Select One	A 898090120937	Children's Trust of Alachua County	FL- 063100277	Select One
Add	Debits	Select One	B 898090120940	Children's Trust of Alachua County	FL- 063100277	Select One
Select One	Select One	Select One	C		Select One	Select One
Select One	Select One	Select One	D		Select One	Select One
Select One	Select One	Select One	E		Select One	Select One
Select One	Select One	Select One	F		Select One	Select One

***Note:** Most clients prefer to allow all credits to post to their accounts. If there is a business need to block credit transactions, Initial here

If the billing account # is different from the account # above, click on the check box to update different billing account ☐

☐ Delete all Authorized trading partners and allow future transactions to post.

☐ Delete all Authorized trading partners and establish ACH Block Service.

ACH Authorization Action	Trading Partner Originating Company Name (Required)	Trading Partner Originating Company ID (Required)	Dollar Limit Maximum or Exact (Optional)
Add (*required for authorization)			Select One \$
Account A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/>			
Add (*required for authorization)			Select One \$
Account A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/>			
Add (*required for authorization)			Select One \$
Account A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/>			
Add (*required for authorization)			Select One \$
Account A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/>			
Add (*required for authorization)			Select One \$
Account A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/>			
Add (*required for authorization)			Select One \$
Account A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/>			
Add More Authorization			

Section E: Establish ACH Required Reporting: (Reporting only changes do not require a client signature)

Action	Summary Report (CR09630) (Transactions that were returned, authorized and authorization activity)	Listing Report (CR09640) (ACH blocks & Authorizations in place for your account when maintenance activity (add, change, delete) has occurred) Optional	Delivery Method	Delivery Details	
Select One	Account: A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/>	Account: A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/>	Select One	Fax #:	
				Fax Contact #:	
				E-mail:	
				Protocol:	Select One

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Add Reports

Section H- Client Authorization

Information on this form can be canceled or amended by providing us with a new implementation form. We are not obligated to implement any requested changes until we have received it and had a reasonable opportunity to act upon it. The bank may rely on this authorization until we receive written notice revoking the authorization. Bank of America is authorized to act upon the instructions set forth above in accordance with the ACH User Guides and Terms and Conditions of the service agreement.

Authorized Signature:		Date:	
Print Name :	Ken Cornell	Title:	Interim Chair

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**Part I – Certification**

The person(s) signing this Acceptance of Services ("Acceptance") certifies/certify that:

- a) The person(s) signing the Acceptance is/are an authorized signer of the client entity or entities identified below (each a "Client").
- b) Client has accessed and/or received and agrees to be bound by the Service Documentation, as may be further defined in the terms and conditions governing the relevant service, but in all cases includes the following:
 - (1) This Acceptance;
 - (2) The Service Terms for each treasury management service (each, a "Service") utilized by Client now or in the future, which may be found in the Global Transaction Services Terms and Conditions or in Service specific amendments, supplements or addenda;
 - (3) The General Terms, which may be found in the Global Transaction Services Terms and Conditions;
 - (4) User Documentation, which includes any information Bank may make available regarding a Service, including user guides, details about how a Service works, any terms of use for that Service, technical specifications, and software licenses; and

as any and all Service Documentation may be amended, restated, supplemented, terminated and/or otherwise modified from time to time, for each Service utilized by Client whether as of or after the effective date of the Acceptance, without necessity of execution or delivery of any additional documentation for any such future utilized Service.

If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above. Service Documentation will govern in the event of a conflict with any Account Agreement, except as applicable law requires otherwise. Service Documentation may be posted in electronic format on a Website provided by Bank (including but not limited to Bank's CashPro® platform and any successor portal or access point). Any terms not defined in this Acceptance will have the meaning given to them in the Global Transaction Services Terms and Conditions.
- c) All information provided to Bank regarding the beneficial ownership of the Client is, to the best of each Client's knowledge, complete and correct, and to the extent it is not or becomes outdated, each Client agrees to provide Bank with updated information as required by law.
- d) Client has taken all action required by its organizational or constituent documents to grant each person(s) signing this Acceptance the authority on Client's behalf to (i) execute this Acceptance, (ii) add or delete Services, (iii) enter into other agreements or execute documents that Bank may require for Services Bank offers, (iv) agree to amend, terminate or otherwise act on behalf of Client with respect to this Acceptance and the Service Documentation entered into by execution of this Acceptance; (v) enter into all transactions related to the utilized Services, including but not limited to giving the Bank instructions regarding Electronic Funds Transfer Services; and (vi) designating other individuals to act in the name and on behalf of Client. Client will produce such organizational or constituent documents upon request.

Part II – Electronic Signatures

Electronic signatures. All persons authorized to execute agreements and instructions on behalf of Client or Bank may do so electronically, at the Bank's option, and in such form and according to such processes and procedures as Bank may specify. Client agrees that each agreement or instruction executed electronically will be fully enforceable and may be relied upon by Bank as if it had been otherwise executed on paper by manual signature.

Electronic Communication. Client agrees that subject to applicable law, Bank may communicate with Client electronically and provide Client with, or make accessible, any or all of the Service Documentation (and any amendments, modification or supplements to such documents) electronically. Client's agreement may be evidenced using a technical process, including the following:

- (a) an electronic image file(s), e.g., in PDF format, containing a manuscript signature;
- (b) an electronic signature protocol;
- (c) click to accept functionality;
- (d) an email exchange in which Client expresses agreement; and/or
- (e) an approval by Client through the Bank's CashPro® platform or third-party electronic platform utilized by Client and Bank.

Part III – Delegation of Authority**ADDITIONAL AUTHORITY DELEGATED TO SPECIFIC INDIVIDUALS**

Client hereby grants authority to sign documents, accept amendments and setup and/or modify Services on behalf of Client to each person with the below specified title or each person below specified by name, regardless of title.

To Grant Authority to Specific Individual(s):			
Name	Service	Entity	Signature
Todd Hutchison		Alachua County Clerk of the Court	

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CASHPRO®

Client has granted the person(s) signing this Acceptance the authority on Client's behalf to identify and delegate authority to its CashPro® Primary Administrators. Client is authorizing each person listed in this section to identify the users of Services and control the scope of any user's access to Services (including but not limited to setting up entitlements, completion of setup forms and any subsequent amendments and the initiation or approval of payment transactions) on Client's behalf. This authorization includes that ability of the Primary Administrator to designate himself or herself, or to designate others, any of whom may be authorized to initiate, amend, cancel, confirm or verify the authenticity of instructions to the Bank for Services, whether given orally, electronically or by facsimile instructions, and to revoke any authorization granted to any such person. It is understood, however, that each and any such instruction to the Bank (even when the same is manually inserted and/or released by any user) shall be regarded as being given directly by the person(s) signing this Acceptance or, as applicable, other relevant authorized signatory or signatories in respect of Client's account(s), as the person(s) solely acting in the name and on behalf of the Client with respect to the relevant transaction. The Bank is entitled to rely upon this delegation in its provision of Services until written notice of its revocation is received by the Bank and the Bank has had a reasonable opportunity to act thereon. CashPro® Primary Administrators (for CashPro IDs with which Client is associated), listed below and added in the future (or current Primary Administrators, if such exist), unless otherwise indicated, may also be responsible for various electronic onboarding activities, including but not limited to the receipt and processing of important updates to this document or the Service Documentation that may be communicated from time to time.

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Part IV – Signature and Effective Date	
Address for Bank Notices:	
Bank of America, N.A., Documentation Management (CA4-706-04-07) P.O. Box 27128, Concord, CA 94527-9904, Fax(925)675-7131	
Select One:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Supersede Existing T&C Agreement
CLIENT ENTITY LEGAL NAME	
(Must match legal name of entity indicated in company formation documents)	
Children's Trust of Alachua County	
	DATE:
1st Authorized Officer's Signature:	
(Must match Banking Resolution or Formation Documents)	
1st Authorized Officer's Name:	Ken Cornell
Title	Interim Chair
	DATE:
2nd Authorized Officer's Signature:	
(Must match Banking Resolution or Formation Documents)	
2nd Authorized Officer's Name:	Tina Certain
Title	Interim Treasurer

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DEPARTMENT OF FINANCIAL SERVICES
Division of Treasury – Bureau of Collateral Management

PUBLIC DEPOSIT IDENTIFICATION AND ACKNOWLEDGMENT FORM

Public Depositor Account Information

Account Number: 898090120940 Type of Account (CD/other): Demand

Account Name: Children's Trust of Alachua County - ZBA Payable Account
Full Name as it Appears on the Records of the Qualified Public Depository

Accountholder's Federal Employer Identification Number (FEIN): 83-4271269

Qualified Public Depository (QPD) Information

QPD's Full Legal Name: Bank of America, N.A.
For Protection Under Chapter 280, Florida Statutes, Depository MUST be a QPD

QPD's Address: 101 S Tryon ST
Charlotte, NC 28255

QPD's FEIN: 94-1687665

Public Deposit Identification

I **DECLARE** that the above referenced account meets the definition of a public deposit pursuant to Section 280.02, Florida Statutes (F.S.), and is not exempt under the laws of Florida. A current Public Deposit Identification and Acknowledgment Form will be maintained as a valuable record of the public depositor. The current Public Deposit Identification and Acknowledgment Form with original signatures will need to be submitted in the event the above named QPD becomes insolvent or in default and a claim is filed with the Chief Financial Officer, State of Florida's office.

Signature for Public Depositor: _____ Date: _____

Printed Name & Title: Ken Cornell, Interim Chair

Qualified Public Depository Acknowledgment

I **ACKNOWLEDGE** that the above referenced account has been identified to this QPD as a public deposit. Pursuant to Chapter 280, F.S., this account will be classified on the records of this QPD as a public deposit, collateralized as such, and reported as such on the Public Depository Monthly Report J1-1003, Public Depository Annual report J14-1004, and any other report of public deposits requested by the Chief Financial Officer, State of Florida.

Signature for Qualified Public Depository: _____ Date: _____

Printed Name & Title: _____



DEPARTMENT OF FINANCIAL SERVICES
Division of Treasury – Bureau of Collateral Management

PUBLIC DEPOSIT IDENTIFICATION AND ACKNOWLEDGMENT FORM

Public Depositor Account Information

Account Number: 898090120937 Type of Account (CD/other): Demand

Account Name: Children's Trust of Alachua County - Concentration Account
Full Name as it Appears on the Records of the Qualified Public Depository

Accountholder's Federal Employer Identification Number (FEIN): 83-4271269

Qualified Public Depository (QPD) Information

QPD's Full Legal Name: Bank of America, N.A.
For Protection Under Chapter 280, Florida Statutes, Depository MUST be a QPD

QPD's Address: 101 S Tryon ST
Charlotte, NC 28255

QPD's FEIN: 94-1687665

Public Deposit Identification

I DECLARE that the above referenced account meets the definition of a public deposit pursuant to Section 280.02, Florida Statutes (F.S.), and is not exempt under the laws of Florida. A current Public Deposit Identification and Acknowledgment Form will be maintained as a valuable record of the public depositor. The current Public Deposit Identification and Acknowledgment Form with original signatures will need to be submitted in the event the above named QPD becomes insolvent or in default and a claim is filed with the Chief Financial Officer, State of Florida's office.

Signature for Public Depositor: _____ Date: _____

Printed Name & Title: Ken Cornell, Interim Chair

Qualified Public Depository Acknowledgment

I ACKNOWLEDGE that the above referenced account has been identified to this QPD as a public deposit. Pursuant to Chapter 280, F.S., this account will be classified on the records of this QPD as a public deposit, collateralized as such, and reported as such on the Public Depository Monthly Report J1-1003, Public Depository Annual report J14-1004, and any other report of public deposits requested by the Chief Financial Officer, State of Florida.

Signature for Qualified Public Depository: _____ Date: _____

Printed Name & Title: _____

Children's Trust of Alachua County ("Account Owner"), the owner of one or more accounts with Bank of America, N.A. or with one or more of its subsidiaries ("Bank" or "Banks") wishes to delegate access to its account(s), for specified purposes, to another organization: Alachua County Board of County Commissioners ("Authorized Party"). This Account Owner Delegation of Treasury Services Authority is hereinafter referred to as the "Delegation."

Account Owner instructs Bank to grant access ("Authorized Actions") to the Authorized Party as follows:

Accounts: The following accounts ("Accounts"), which are owned by the Account Owner, are subject to this authorization (attach and sign additional page(s), if necessary):

Bank ABA#: ALL _____

Account Number: ALL _____

Please initial each Authorized Action below:

- ____ 1. Information reporting on Accounts
- ____ 2. Perform transfers of funds from Accounts by way of wire transfers, automated clearing house (ACH), book transfers, real-time payments (RTP), check or other instrument
- ____ 3. Request that payment be stopped on a check drawn on an Account and to instruct Bank to pay or dishonor any stop payment on any check drawn on such Account
- ____ 4. Identify and make payment decisions regarding exception items with respect to Accounts through use of any positive pay service and/or ACH blocks and filters
- ____ 5. Establish lockbox and receive and manage lockbox service data and images via transmission and/or an online service or website
- ____ 6. Deposit items into account(s) using any remote deposit service (RDS) and / or image cash letter service
- ____ 7. Reconciliation Inquiry and Issue/cancel data
- ____ 8. Establish and use Cash Vault &/or banking center deposit services including Coin & Currency orders.

Account Owner obtains a business benefit by allowing Authorized Party to have authority to take the Authorized Actions on its behalf through the use of one or more Treasury Services (each, a "Service") provided by Bank or Banks to Authorized Party. Account Owner and Authorized Party agree as follows:

1. Agreements may exist between Authorized Party and Bank or Banks (each, an "Agreement") defining and governing the Services. To the extent authorized above, Banks may act under the Agreements to make or engage in any Authorized Actions available to Authorized Party with respect to Account(s).
2. With respect to the Authorized Actions, Account Owner, by signing this Delegation, agrees that it is bound by and the Accounts are subject to the terms of the Agreements in their present form and as they may be amended from time to time. The authority granted to Authorized Party and Banks in this Authorization will apply fully to the Agreements as they may be amended from time to time. Account Owner nonetheless has no right to use a Service or to derive any benefit under the Agreements except as provided in this Delegation.
3. Account Owner indemnifies and holds each Bank harmless from and against any and all liabilities, claims, costs, expenses and damages of any nature (including but not limited to the allocated cost of staff counsel, reasonable attorney's fees and any fees and expenses incurred in enforcing the Agreements) in any way relating to any Authorized Action, except for any cost or damage attributable to the gross negligence or intentional misconduct of such Bank. This indemnity shall survive termination of this Delegation.
4. Account Owner ratifies all Authorized Actions made under the Agreements prior to the date of this authorization and which are otherwise authorized above.
5. Banks are authorized to act and rely upon the foregoing Delegation until they receive written notice of their amendment or revocation and have had reasonable time to act upon same, except that the foregoing indemnity may not be amended or revoked without Banks' prior written consent.
6. The Parties signing below respectively represent and warrant that they have the power and authority to enter into this Delegation on behalf of their respective organizations.

Account Owner authorization:

Authorized Party authorization:

(signature)

Name: Ken Cornell

Title: Interim Chair

Date: _____

(signature)

Name: Jesse K. Irby II, Esq.

Title: Alachua County Clerk of the Court

Date: _____

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ACCOUNT OWNER DELEGATION OF TREASURY SERVICES AUTHORITY CERTIFICATION BY ACCOUNT OWNER

I certify that each signature appearing on the previous page for Account Owner is the true signature of a person authorized to execute the form on behalf of Account Owner, and I further certify that I have full authority to execute this certification. The Bank is entitled to rely upon this certification until written notice of its revocation is delivered to the Bank and the Bank has had a reasonable opportunity to act on such request.

Guidelines for completion: This Certification should **not** be signed by the individual who signed the Account Owner Delegation of Treasury Services Authority (on the previous page)

If Client is a:	Who must sign:
corporation.....	any authorized officer
limited liability company.....	any member or authorized officer
limited liability partnership.....	any partner
partnership (general or limited).....	any general partner
sole proprietorship.....	no signature required
governmental entity	the entity's counsel, or any other individual as permitted by the entity's organizational documents

The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block.

Note: If Client is not a U.S. based entity, it is not required to complete this certification, but must provide authorizing certificates or mandates.

Dated: _____

__Children's Trust of Alachua County_____
(Account Owner's Legal Name)

[Signature of Certifying Representative]

Bob Swain

[Print Name of Certifying Representative]


Sr. Assistant County Attorney

[Print Title of Certifying Representative (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

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MEMORANDUM

TO: Children's Trust of Alachua County

FROM: Robert C. Swain, Trust Counsel 

DATE: October 31, 2019

Re: *When a Level II background screening is necessary.*

At the last meeting I was requested to provide some information regarding when a Level II background screening is required. Attached to this memo is an information sheet which Community Support uses when administering their contracts.

As you can see, for situations not governed by the statutes involving the public schools, the easiest answer is that anytime there is one on one contact with a vulnerable individual, the "employee" must have had a Level II screen. Employee is defined as including contractors and volunteers.

Given the breadth of these provisions and the broad nature of the funding the requests that the Trust may garner through the RFA process, the RFA has been changed to provide the opportunity for the applicant to explain why they do not believe the background screening applies to them. For example, an RFA to build collaboration and capacity by building a network of service providers and offering training would not necessarily involve contact with a vulnerable population and would not need to meet the requirements of the statutes.

I hope this information is of use to you and it should provide some guidance as the Trust moves forward.

Should you have any questions, please contact me.

RCS/emg

Attachment: ADA Required Background Screening for Child Care Providers and Others in Child

Cc:

Required Background Screening for Child Care Providers and Others in Child-Related Activities

WHO MUST BE SCREENED?

402.305 (2)

PERSONNEL.—Minimum standards for child care personnel shall include minimum requirements as to:

- a) Good moral character based upon screening as defined in s. 402.302(15). This screening shall be conducted as provided in chapter 435, using the level 2 standards for screening set forth in that chapter, and include employment history checks, a search of criminal history records, sexual predator and sexual offender registries, and child abuse and neglect registry of any state in which the current or prospective child care personnel resided during the preceding 5 years.
- b) Fingerprint submission for child care personnel, which shall comply with s. 435.12.
- c) The department may grant exemptions from disqualification from working with children or the developmentally disabled as provided in s. 435.07.

402.301

(6) It is further the intent that membership organizations affiliated with national organizations which do not provide child care, whose primary purpose is providing activities that contribute to the development of good character or good sportsmanship or to the education or cultural development of minors in this state, which charge only a nominal annual membership fee, which are not for profit, and which are certified by their national associations as being in compliance with the association's minimum standards and procedures shall not be considered child care facilities. **However, all personnel as defined in s. 402.302 of such membership organizations shall meet background screening requirements through the department pursuant to ss. 402.305 and 402.3055.**

402.3054 Child enrichment service providers.—

- 1) For the purposes of this section, "child enrichment service provider" means an individual who provides enrichment activities, such as language training, music instruction, educational instruction, and other experiences, to specific children during a specific time that is not part of the regular program in a child care facility.
- 2) The child's parent shall provide written consent before a child may participate in activities conducted by a child enrichment service provider that are not part of the regular program of the child care facility. A child enrichment service provider receives compensation from the child's parent or from the child care facility and shall not be considered a volunteer or child care personnel.
- 3) A child enrichment service provider shall be of good moral character based upon screening. This screening shall be conducted as provided in chapter 435, using the level 2 standards for screening set forth in that chapter. A child enrichment service provider must meet the screening requirements prior to providing services to a child in a child care facility. A child enrichment service provider who has met the screening standards shall not be required to be under the direct and constant supervision of child care personnel.

Specific requirements as to Summer Camps

Summer day camps and Summer 24-hour camps are defined in s. 409.175, F.S. Summer day camps are recreational, educational and other enrichment programs operated during summer vacations for children who are 5 years of age on or before September 1 and older. Summer 24-hour camps are recreational, educational and other enrichment programs operated on a 24-hour basis during summer vacations for children who are 5 years of age on or before September 1 and older, that are not exclusively educational.

- All summer camp personnel must be screened, which includes; owners, operators, employees and volunteers that provide care for children. Volunteers who assist on an occasional basis for less than 10 hours per month do not need to be screened, as long as a person who meets the screening requirement is always present and has the volunteer in his/her sight. All employees and volunteers under the age of 18 must be screened.

The Jessica Lunsford Act found in Section 1012.465 F.S. requires non-instructional school district employees or contract personnel who are permitted access on school grounds when students are presents meet Level 2 Background Screening requirements as described in s. 1012.32 F.S.

Public school programs not operated and staffed by school employees ARE subject to background screening requirements

WHAT IS CONSIDERED A CHILD CARE FACILITY UNDER FLORIDA LAW?

402.302 Definitions.—As used in this chapter, the term:

- 1) “Child care” means the care, protection, and supervision of a child, for a period of less than 24 hours a day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with his or her individual needs, and for which a payment, fee, or grant is made for care.
- 2) “Child care facility” includes any child care center or child care arrangement which provides child care for more than five children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit.
- 3) “Child care personnel” means all owners, operators, employees, and volunteers working in a child care facility. The term does not include persons who work in a child care facility after hours when children are not present or parents of children in a child care facility. For purposes of screening, the term includes any member, over the age of 12 years, of a child care facility operator’s family, or person, over the age of 12 years, residing with a child care facility operator if the child care facility is located in or adjacent to the home of the operator or if the family member of, or person residing with, the child care facility operator has any direct contact with the children in the facility during its hours of operation. Members of the operator’s family or persons residing with the operator who are between the

ages of 12 years and 18 years are not required to be fingerprinted but must be screened for delinquency records. For purposes of screening, the term also includes persons who work in child care programs that provide care for children 15 hours or more each week in public or nonpublic schools, family day care homes, membership organizations under s. 402.301, or programs otherwise exempted under s. 402.316. The term does not include public or nonpublic school personnel who are providing care during regular school hours, or after hours for activities related to a school's program for grades kindergarten through 12. A volunteer who assists on an intermittent basis for less than 10 hours per month is not included in the term "personnel" for the purposes of screening and training if a person who meets the screening requirement of s. 402.305(2) is always present and has the volunteer in his or her line of sight. Students who observe and participate in a child care facility as a part of their required coursework are not considered child care personnel, provided such observation and participation are on an intermittent basis and a person who meets the screening requirement of s. 402.305(2) is always present and has the student in his or her line of sight.

F.S. 435.02 Definitions

- 2) "Employee" means any person required by law to be screened pursuant to this chapter, including, but not limited to, persons who are contractors, licensees, or **volunteers**.
- 3) "Employer" means any person or entity required by law to conduct screening of employees pursuant to this chapter.
- 4) "Employment" means any activity or service sought to be performed by an employee which requires the employee to be screened pursuant to this chapter.

LEVEL 1 VS LEVEL 2

FS 402.302(15) (15) "Screening" means the act of assessing the background of child care personnel, in accordance with state and federal law, and volunteers and includes, but is not limited to:

- a) Employment history checks, including documented attempts to contact each employer that employed the applicant within the preceding 5 years and documentation of the findings.
- b) A search of the criminal history records, sexual predator and sexual offender registry, and child abuse and neglect registry of any state in which the applicant resided during the preceding 5 years.

435.03 Level 1 screening standards.—

- 1) All employees required by law to be screened pursuant to this section must undergo background screening as a condition of employment and continued employment which includes, but need not be limited to, employment history checks and statewide criminal correspondence checks through the Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website, and may include local criminal records checks through local law enforcement agencies.
- 2) Any person required by law to be screened pursuant to this section must not have an arrest awaiting final disposition, must not have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, and must not have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under s. 435.04(2) or similar law of another jurisdiction.
- 3) The security background investigations under this section must ensure that no person subject to this section has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any offense that constitutes domestic violence as defined in s. 741.28, whether such act was committed in this state or in another jurisdiction.

History.—s. 47, ch. 95-228; s. 15, ch. 96-268; s. 21, ch. 96-322; s. 3, ch. 98-417; s. 87, ch. 2000-153; s. 45, ch. 2000-349; s. 62, ch. 2001-62; s. 50, ch. 2003-1; s. 4, ch. 2004-267; s. 3, ch. 2005-119; s. 89, ch. 2006-197; s. 61, ch. 2006-227; s. 109, ch. 2007-5; s. 16, ch. 2008-244; s. 37, ch. 2010-114; s. 34, ch. 2011-4.

435.04 Level 2 screening standards.—

(1)(a) All employees required by law to be screened pursuant to this section must undergo security background investigations as a condition of employment and continued employment which includes, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

(b) Fingerprints submitted pursuant to this section on or after July 1, 2012, must be submitted electronically to the Department of Law Enforcement.

(c) An agency may contract with one or more vendors to perform all or part of the electronic fingerprinting pursuant to this section. Such contracts must ensure that the owners and personnel of the vendor performing the electronic fingerprinting are qualified and will ensure the integrity and security of all personal information.

(d) An agency may require by rule that fingerprints submitted pursuant to this section must be submitted electronically to the Department of Law Enforcement on a date earlier than July 1, 2012.

All Childcare personnel are required to have a level 2 background screening per FS 402.305 (above, who must be screened)

WHO CANNOT WORK OR VOLUNTEER IN A CHILD CARE SETTING?

435.06

- 1) If an employer or agency has reasonable cause to believe that grounds exist for the denial or termination of employment of any employee as a result of background screening, it shall notify the employee in writing, stating the specific record that indicates noncompliance with the standards in this chapter. It is the responsibility of the affected employee to contest his or her disqualification or to request exemption from disqualification. The only basis for contesting the disqualification is proof of mistaken identity.
- 2) (a) An employer may not hire, select, or otherwise allow an employee to have contact with any vulnerable person that would place the employee in a role that requires background screening until the screening process is completed and demonstrates the absence of any grounds for the denial or termination of employment. If the screening process shows any grounds for the denial or termination of employment, the employer may not hire, select, or otherwise allow the employee to have contact with any vulnerable person that would place the employee in a role that requires background screening unless the employee is granted an exemption for the disqualification by the agency as provided under s. 435.07.

(b) If an employer becomes aware that an employee has been arrested for a disqualifying offense, the employer must remove the employee from contact with any vulnerable person that places the employee in a role that requires background screening until the arrest is resolved in a way that the employer determines that the employee is still eligible for employment under this chapter.

(c) The employer must terminate the employment of any of its personnel found to be in noncompliance with the minimum standards of this chapter or place the employee in a position for which background screening is not required unless the employee is granted an exemption from disqualification pursuant to s. 435.07.

(d) An employer may hire an employee to a position that requires background screening before the employee completes the screening process for training and orientation purposes. However, the employee may not have direct contact with vulnerable persons until the screening process is completed and the employee demonstrates that he or she exhibits no behaviors that warrant the denial or termination of employment.
- 3) Any employee who refuses to cooperate in such screening or refuses to timely submit the information necessary to complete the screening, including fingerprints if required, must be disqualified for employment in such position or, if employed, must be dismissed.
- 4) There is no reemployment assistance or other monetary liability on the part of, and no cause of action for damages against, an employer that, upon notice of a conviction or arrest for a disqualifying offense listed under this chapter, terminates the person against whom the report was issued or who was arrested, regardless of whether or not that person has filed for an exemption pursuant to this chapter.

435.04 (2) The security background investigations under this section must ensure that no persons subject to the provisions of this section have been arrested for and are awaiting final disposition of,

have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction:

- a) Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
- b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
- c) Section 415.111, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
- d) Section 777.04, relating to attempts, solicitation, and conspiracy to commit an offense listed in this subsection.
- e) Section 782.04, relating to murder.
- f) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- g) Section 782.071, relating to vehicular homicide.
- h) Section 782.09, relating to killing of an unborn child by injury to the mother.
- i) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.
- j) Section 784.011, relating to assault, if the victim of the offense was a minor.
- k) Section 784.03, relating to battery, if the victim of the offense was a minor.
- l) Section 787.01, relating to kidnapping.
- m) Section 787.02, relating to false imprisonment.
- n) Section 787.025, relating to luring or enticing a child.
- o) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
- p) Section 787.04(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
- q) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.
- r) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
- s) Section 794.011, relating to sexual battery.
- t) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.
- u) Section 794.05, relating to unlawful sexual activity with certain minors.
- v) Chapter 796, relating to prostitution.
- w) Section 798.02, relating to lewd and lascivious behavior.

- x) Chapter 800, relating to lewdness and indecent exposure.
- y) Section 806.01, relating to arson.
- z) Section 810.02, relating to burglary.
- aa) Section 810.14, relating to voyeurism, if the offense is a felony.
- bb) Section 810.145, relating to video voyeurism, if the offense is a felony.
- cc) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.
- dd) Section 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.
- ee) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.
- ff) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.
- gg) Section 825.103, relating to exploitation of an elderly person or disabled adult, if the offense was a felony.
- hh) Section 826.04, relating to incest.
- ii) Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.
- jj) Section 827.04, relating to contributing to the delinquency or dependency of a child.
- kk) Former s. 827.05, relating to negligent treatment of children.
- ll) Section 827.071, relating to sexual performance by a child.
- mm) Section 843.01, relating to resisting arrest with violence.
- nn) Section 843.025, relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.
- oo) Section 843.12, relating to aiding in an escape.
- pp) Section 843.13, relating to aiding in the escape of juvenile inmates in correctional institutions.
- qq) Chapter 847, relating to obscene literature.
- rr) Section 874.05, relating to encouraging or recruiting another to join a criminal gang.
- ss) Chapter 893, relating to drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.
- tt) Section 916.1075, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.
- uu) Section 944.35(3), relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.
- vv) Section 944.40, relating to escape.
- ww) Section 944.46, relating to harboring, concealing, or aiding an escaped prisoner.
- xx) Section 944.47, relating to introduction of contraband into a correctional facility.

yy) Section 985.701, relating to sexual misconduct in juvenile justice programs.

zz) Section 985.711, relating to contraband introduced into detention facilities.

(3) The security background investigations under this section must ensure that no person subject to this section has been arrested for and is awaiting final disposition of, been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any offense that constitutes domestic violence as defined in s. 741.28, whether such act was committed in this state or in another jurisdiction.

(4) For the purpose of screening applicability to participate in the Medicaid program, the security background investigations under this section must ensure that a person subject to screening under this section has not been arrested for and is not awaiting final disposition of; has not been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to; and has not been adjudicated delinquent and the record sealed or expunged for, any of the following offenses:

(a) Violation of a federal law or a law in any state which creates a criminal offense relating to:

1. The delivery of any goods or services under Medicaid or Medicare or any other public or private health care or health insurance program, including the performance of management or administrative services relating to the delivery of goods or services under any such program;

2. Neglect or abuse of a patient in connection with the delivery of any health care good or service;

3. Unlawful manufacture, distribution, prescription, or dispensing of a controlled substance;

4. Fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct;

5. Moral turpitude, if punishable by imprisonment of a year or more; or

6. Interference with or obstruction of an investigation into any criminal offense identified in this subsection.

(b) Violation of the following state laws or laws of another jurisdiction:

1. Section 817.569, criminal use of a public record or information contained in a public record;

2. Section 838.016, unlawful compensation or reward for official behavior;

3. Section 838.021, corruption by threat against a public servant;

4. Section 838.022, official misconduct;

5. Section 838.22, bid tampering;

6. Section 839.13, falsifying records; or

7. Section 839.26, misuse of confidential information.

(c) Violation of a federal or state law, rule, or regulation governing the Florida Medicaid program or any other state Medicaid program, the Medicare program, or any other publicly funded federal or state health care or health insurance program.

WHAT ARE ALLOWABLE EXEMPTIONS FROM DISQUALIFICATION?

435.07 Exemptions from disqualification.

Unless otherwise provided by law, the provisions of this section apply to exemptions from disqualification for disqualifying offenses revealed pursuant to background screenings required under this chapter, regardless of whether those disqualifying offenses are listed in this chapter or other laws.

(1)(a) The head of the appropriate agency may grant to any employee otherwise disqualified from employment an exemption from disqualification for:

1. Felonies for which at least 3 years have elapsed since the applicant for the exemption has completed or been lawfully released from confinement, supervision, or nonmonetary condition imposed by the court for the disqualifying felony;

2. Misdemeanors prohibited under any of the statutes cited in this chapter or under similar statutes of other jurisdictions for which the applicant for the exemption has completed or been lawfully released from confinement, supervision, or nonmonetary condition imposed by the court;

3. Offenses that were felonies when committed but that are now misdemeanors and for which the applicant for the exemption has completed or been lawfully released from confinement, supervision, or nonmonetary condition imposed by the court; or

4. Findings of delinquency. For offenses that would be felonies if committed by an adult and the record has not been sealed or expunged, the exemption may not be granted until at least 3 years have elapsed since the applicant for the exemption has completed or been lawfully released from confinement, supervision, or nonmonetary condition imposed by the court for the disqualifying offense.

(b) A person applying for an exemption who was ordered to pay any amount for any fee, fine, fund, lien, civil judgment, application, costs of prosecution, trust, or restitution as part of the judgment and sentence for any disqualifying felony or misdemeanor must pay the court-ordered amount in full before he or she is eligible for the exemption.

For the purposes of this subsection, the term “felonies” means both felonies prohibited under any of the statutes cited in this chapter or under similar statutes of other jurisdictions.

(2) Persons employed, or applicants for employment, by treatment providers who treat adolescents 13 years of age and older who are disqualified from employment solely because of crimes under s. 796.07(2)(e), s. 810.02(4), s. 812.014(2)(c), s. 817.563, s. 831.01, s. 831.02, s. 893.13, or s. 893.147, or any related criminal attempt, solicitation, or conspiracy under s. 777.04, may be exempted from disqualification from employment pursuant to this chapter without application of the waiting period in subparagraph (1)(a)1.

(3)(a) In order for the head of an agency to grant an exemption to any employee, the employee must demonstrate by clear and convincing evidence that the employee should not be disqualified from employment. Employees seeking an exemption have the burden of setting forth clear and convincing evidence of rehabilitation, including, but not limited to, the circumstances surrounding the criminal

incident for which an exemption is sought, the time period that has elapsed since the incident, the nature of the harm caused to the victim, and the history of the employee since the incident, or any other evidence or circumstances indicating that the employee will not present a danger if employment or continued employment is allowed.

(b) The agency may consider as part of its deliberations of the employee's rehabilitation the fact that the employee has, subsequent to the conviction for the disqualifying offense for which the exemption is being sought, been arrested for or convicted of another crime, even if that crime is not a disqualifying offense.

(c) The decision of the head of an agency regarding an exemption may be contested through the hearing procedures set forth in chapter 120. The standard of review by the administrative law judge is whether the agency's intended action is an abuse of discretion.

(4)(a) Disqualification from employment under this chapter may not be removed from, nor may an exemption be granted to, any personnel who is found guilty of, regardless of adjudication, or who has entered a plea of nolo contendere or guilty to, any felony covered by s. 435.03 or s. 435.04 solely by reason of any pardon, executive clemency, or restoration of civil rights.

(b) Disqualification from employment under this chapter may not be removed from, nor may an exemption be granted to, any person who is a:

1. Sexual predator as designated pursuant to s. 775.21;
2. Career offender pursuant to s. 775.261; or
3. Sexual offender pursuant to s. 943.0435, unless the requirement to register as a sexual offender has been removed pursuant to s. 943.04354.

(c) Disqualification from employment under this chapter may not be removed from, and an exemption may not be granted to, any current or prospective child care personnel, as defined in s. 402.302(3), and such a person is disqualified from employment as child care personnel, regardless of any previous exemptions from disqualification, if the person has been registered as a sex offender as described in 42 U.S.C. s. 9858f(c)(1)(C) or has been arrested for and is awaiting final disposition of, has been convicted or found guilty of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, or has been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or a similar law of another jurisdiction:

1. A felony offense prohibited under any of the following statutes:
 - a. Chapter 741, relating to domestic violence.
 - b. Section 782.04, relating to murder.
 - c. Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, aggravated manslaughter of a child, or aggravated manslaughter of an officer, a firefighter, an emergency medical technician, or a paramedic.

- d. Section 784.021, relating to aggravated assault.
 - e. Section 784.045, relating to aggravated battery.
 - f. Section 787.01, relating to kidnapping.
 - g. Section 787.025, relating to luring or enticing a child.
 - h. Section 787.04(2), relating to leading, taking, enticing, or removing a minor beyond the state limits, or concealing the location of a minor, with criminal intent pending custody proceedings.
 - i. Section 787.04(3), relating to leading, taking, enticing, or removing a minor beyond the state limits, or concealing the location of a minor, with criminal intent pending dependency proceedings or proceedings concerning alleged abuse or neglect of a minor.
 - j. Section 794.011, relating to sexual battery.
 - k. Former s. 794.041, relating to sexual activity with or solicitation of a child by a person in familial or custodial authority.
 - l. Section 794.05, relating to unlawful sexual activity with certain minors.
 - m. Section 794.08, relating to female genital mutilation.
 - n. Section 806.01, relating to arson.
 - o. Section 826.04, relating to incest.
 - p. Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.
 - q. Section 827.04, relating to contributing to the delinquency or dependency of a child.
 - r. Section 827.071, relating to sexual performance by a child.
 - s. Chapter 847, relating to child pornography.
 - t. Chapter 893, relating to a drug abuse prevention and control offense, if that offense was committed in the preceding 5 years.
 - u. Section 985.701, relating to sexual misconduct in juvenile justice programs.
2. A misdemeanor offense prohibited under any of the following statutes:
 - a. Section 784.03, relating to battery, if the victim of the offense was a minor.
 - b. Section 787.025, relating to luring or enticing a child.
 - c. Chapter 847, relating to child pornography.
 3. A criminal act committed in another state or under federal law which, if committed in this state, constitutes an offense prohibited under any statute listed in subparagraph 1. or subparagraph 2.
- (5) Exemptions granted by one agency shall be considered by subsequent agencies, but are not binding on the subsequent agency.

History.—s. 47, ch. 95-228; s. 47, ch. 2000-349; s. 64, ch. 2001-62; s. 29, ch. 2004-267; s. 9, ch. 2005-128; s. 41, ch. 2010-114; s. 8, ch. 2014-84; ss. 1, 3, ch. 2016-98; s. 26, ch. 2016-104; s. 37, ch. 2016-105; s. 15, ch. 2016-238; s. 20, ch. 2017-37; s. 26, ch. 2018-103; s. 10, ch. 2019-159.