

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

**Tuesday, October 14, 2014
3:00 P.M.**

County Commission Chambers
Leon County Courthouse
301 South Monroe Street
Tallahassee, FL

COUNTY COMMISSIONERS

Kristin Dozier, Chairman
District 5

Bill Proctor
District 1

Jane Sauls
District 2

John Dailey
District 3



Mary Ann Lindley, Vice Chair
At-Large

Bryan Desloge
District 4

Nick Maddox
At-Large

Vincent S. Long
County Administrator

Herbert W. A. Thiele
County Attorney

The Leon County Commission meets the second and fourth Tuesday of each month. Regularly scheduled meetings are held at 3:00 p.m. The meetings are televised on Comcast Channel 16. A tentative schedule of meetings and workshops is attached to this agenda as a "Public Notice." Selected agenda items are available on the Leon County Home Page at: www.leoncountyfl.gov. Minutes of County Commission meetings are the responsibility of the Clerk of Courts and may be found on the Clerk's Home Page at www.clerk.leon.fl.us

Please be advised that if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at this meeting or hearing, such person will need a record of these proceedings, and for this purpose, such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. The County does not provide or prepare such record (Sec. 286.0105, F.S.).

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Community & Media Relations, 606-5300, or Facilities Management, 606-5000, by written or oral request at least 48 hours prior to the proceeding. 7-1-1 (TDD and Voice), via Florida Relay Service.

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, October 14, 2014, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner John Dailey

AWARDS AND PRESENTATIONS

- Presentation by Claudia Blackburn, Director, Leon County Health Department

CONSENT

1. Approval of Minutes: September 2, 2014 Regular Meeting and September 16, 2014 First Public Hearing on FY 14/15 Budget
(Clerk of the Courts/Finance/Board Secretary)
2. Approval of the Leon County Board of County Commissioners' 2014 Installation and Reorganization Ceremony Agenda
(County Administrator/County Administration/Community & Media Relations)
3. Approval to Negotiate Agreements for Continuing Supply for Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services
(County Administrator/County Administration/Community and Media Relations)
4. Approval of Payment of Bills and Vouchers Submitted for October 14, 2014 and Pre-Approval of Payment of Bills and Vouchers for the Period of October 15 through October 27, 2014
(County Administrator/Financial Stewardship/Office of Management & Budget)
5. Authorization to Carry Forward FY 2014 Appropriations
(County Administrator/Financial Stewardship/Office of Management & Budget)
6. Approval of the Agreement Between Leon County and Children's Home Society of Florida for the Provision of State-Mandated Child Protection Examinations for FY 2014/15
(County Administrator/Human Services & Community Partnerships/Human Services)
7. Approval to Renew the Agreements with Tallahassee Community College, and North Florida Community College for the Provision of Internships for Emergency Medical Services Technology Students
(County Administrator/Public Services/Emergency Medical Services)
8. Acceptance of a Conservation Easement from the Lewis Family Trust for the Lewis Family 2.1.9 Subdivision
(County Administrator/Public Works & Community Development/DSEM/Environmental Management)

9. Request to Schedule a First and Only Public Hearing for the Proposed Abandonment of a 30-foot Drainage Easement in Landover Hills, and Acceptance of a 20-foot Drainage Easement in Landover Hills for Tuesday, November 18, 2014 at 6:00 p.m.
(County Administrator/Public Works & Community Development/Facilities Management/Real Estate)
10. Approval of Change Orders to the Existing Construction Contract for Killlearn Lakes Drainage Project to North Florida Asphalt, Inc. in the Amount of \$162,347
(County Administrator/Public Works & Community Development/Public Works/Engineering)

Status Report: *(This item is included under Consent.)*

11. Acceptance of Status Report on Barriers and Opportunities for Small Scale Farms in Leon County
(County Administrator/Resource Stewardship/Sustainability)

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

3-minute limit per speaker; there will not be any discussion by the Commission

GENERAL BUSINESS

12. Acceptance of the 2014 Leon County Annual Report
(County Administrator)
13. Acceptance of Staff Report on Community Efforts to Address Issues on the Southside
(County Administrator/County Administration)
14. Approval of the 2014 Board Retreat Agenda
(County Administrator/County Administration)
15. Consideration of the City's Counter-Proposal to Reallocate the Tourism Development Tax Currently Dedicated to the Performing Arts Center
(County Administrator/Economic Development & Community Development/Economic Development/Tourism)
16. Consideration of Requests for Letters of Support for the Health Resources and Services Administration New Access Point Grant
(County Administrator/Human Services & Community Partnerships/Primary Health)
17. Consideration of Requests for Letters of Support for Refunding of its Ryan White HIV/AIDS Part C Outpatient Early Intervention Services Program
(County Administrator/Human Services & Community Partnerships/Primary Health)
18. Approval to Renew the Primary Healthcare Program Contracts for FY 2014/15 and Approval of the Department of Health Alternative Low Income Pool Letter of Agreement with the Agency for Health Care Administration
(County Administrator/Human Services & Community Partnerships/Primary Health)

19. Consideration of Support of Buck Lake Alliance's Pursuit to Purchase the 373 Acres of Fallschase Residential Property and the County's Commitment to Serve as the Land Manager
(County Administrator/Public Works & Community Development/Parks & Recreation)
20. Consideration of Full Board Appointment of a Commissioner to the Circuit 2 Alliance Community Action Team
(County Administrator/County Administration/Agenda Coordinator)
21. Consideration of Full Board Committee Appointments to the Audit Advisory Committee and CareerSource Capital Region
(County Administrator/County Administration/Agenda Coordinator)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

22. First of Two Public Hearings on a Proposed Ordinance Amending Chapter 10, the Land Development Code, of the Code of Laws of Leon County, Florida, Amending Section 10-6.652, Revising M-1 Light Industrial District Accessory Uses
(County Administrator/Public Works & Community Development/PLACE/Planning)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Capital Region Community Development District – Notice of FY 15 Public Meetings and a District Map
- Capital Region Community Development District – Record of Proceedings for the July 10, 2014 Regular Meeting and Workshop Meeting
- Capital Region Community Development District – Record of Proceedings for the August 14, 2014 Regular Meeting and August 19, 2014 Continued Meeting

ADJOURN

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, October 28, 2014 at 3:00 p.m.*

All lobbyists appearing before the Board must pay a \$25 annual registration fee. For registration forms and/or additional information, please see the Board Secretary or visit the County website at www.leoncountyfl.gov

2014

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DECEMBER

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PUBLIC NOTICE
2014 Tentative Schedule

All Workshops, Meetings, and Public Hearings are subject to change

All sessions are held in the Commission Chambers, 5th Floor, Leon County Courthouse unless otherwise indicated. Workshops are scheduled as needed on Tuesdays from 12:00 to 3:00 p.m.

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
October 2014	<i>Thursday 16 – Friday 17</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Part 1 of 3 Gainesville; Alachua County</i>
	<u>Tuesday 14</u>	3:00 p.m.	Regular Meeting
		<u>6:00 p.m.</u>	<u>First of Two Public Hearings on a Proposed Ordinance Amending Chapter 10, Land Development Code, of the Code of Laws of Leon County, Florida, Amending Section 10-6.652, Revising M-1 Light Industrial District Accessory Uses</u>
	Monday 20	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA) Retreat <u>Tallahassee Community College, Workforce Development Building, #38 444 Applevard Drive</u>
	Thursday 23	9:30 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers
	Tuesday 28	1:30 – 3:00 p.m.	Workshop on 2015 State and Federal Legislative Priorities
		3:00 p.m.	Regular Meeting
November 2014	Tuesday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Monday 17	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	<u>Tuesday 18</u>	3:00 p.m.	Installation of Newly-Elected Commissioners Reorganization of the Board Regular Meeting
		<u>6:00 p.m.</u>	<u>Second and Final Public Hearing on a Proposed Ordinance Amending Chapter 10, the Land Development Code, of the Code of Laws of Leon County, Florida, Amending Section 10-6.652, Revising M-1 Light Industrial District Accessory Uses</u>
			<u>First and Only Public Hearing for the Proposed Abandonment of a 30-foot Drainage Easement in Landover Hills, and Acceptance of a 20-foot Drainage Easement in Landover Hills</u>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
November 2014 <i>(Continued)</i>	<i>Wednesday 19 - Friday 21</i>	<i>FAC Legislative Conference</i>	<i>Tampa, Hillsborough County</i>
	<i>Wednesday 19</i>	<i>New Commissioner Workshop</i>	<i>Tampa, Hillsborough County</i>
	<i>Friday 21</i>	<i>FAC Workshop</i>	<i>Tampa, Hillsborough County</i>
	Thursday 20	9:30 a.m.	CRA Meeting; City Commission Chambers
	Thursday 27	Offices Closed	THANKSGIVING DAY
	Friday 28	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2014	Monday 8	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 9	3:00 p.m.	Regular Meeting
	Thursday 11	9:30 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers
	Tuesday 23	No Meeting	BOARD RECESS
	Thursday 25	Offices Closed	CHRISTMAS DAY
	Friday 26	Offices Closed	FRIDAY AFTER CHRISTMAS DAY
January 2015	Thursday 1	Offices Closed	NEW YEAR'S DAY
	Friday 2	Offices Closed	FRIDAY AFTER NEW YEAR'S DAY

Citizen Committees, Boards, and Authorities 2014 Expirations and Vacancies

www.leoncountyfl.gov/committees/expire.asp

VACANCIES

Affordable Housing Advisory Committee

Board of County Commissioners (3 appointments)

A member who represents employers within the jurisdiction

A member who is actively engaged in the banking or mortgage banking industry in connection with affordable housing

Community Health Coordinating Committee

Board of County Commissioners (1 appointment – Big Bend Health Council representative)

Council on Culture & Arts

Board of County Commissioners (2 appointments – At-Large and Practicing Artist)

EXPIRATIONS

OCTOBER 31, 2014

Audit Advisory Committee

Board of County Commissioners (2 appointments)

Clerk of the Courts (3 appointments)

DECEMBER 31, 2014

Human Services Grants Review Committee

Commissioner - At-large I: Lindley, Mary Ann (1 appointment)

Commissioner - At-large II: Maddox, Nick (1 appointment)

Commissioner - District I: Proctor, Bill (1 appointment)

Commissioner - District II: Sauls, Jane G. (1 appointment)

Commissioner - District III: Dailey, John (1 appointment)

Commissioner - District IV: Desloge, Bryan (1 appointment)

Commissioner - District V: Dozier, Kristin (1 appointment)

Joint City/County Bicycle Working Group

Board of County Commissioners (2 appointments)

Tallahassee City Commission (4 appointments)

Library Advisory Board

Commissioner - At-large II: Maddox, Nick (1 appointment)

Commissioner - District I: Bill Proctor (1 appointment)

Commissioner - District V: Kristin Dozier (1 appointment)

**Leon County
Board of County Commissioners**

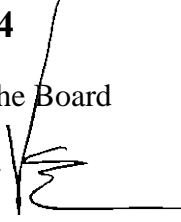
Notes for Agenda Item #1

Leon County Board of County Commissioners

Cover Sheet for Agenda #1

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Minutes: September 2, 2014 Regular Meeting and
September 16, 2014 Public Hearing

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Betsy Coxen, Finance Director, Clerk of the Court & Comptroller
Lead Staff/ Project Team:	Rebecca Vause, Board Secretary

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the minutes of the September 2, 2014 Regular Meeting and
September 16, 2014 Public Hearing

Attachments:

1. Minutes-September 2, 2014 Regular Meeting
2. Minutes-September 16, 2014 Public Hearing

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
September 2, 2014**

The Board of County Commissioners of Leon County, Florida, met in regular session at 3:00 p.m. with Chairman Kristin Dozier presiding. Present were Vice Chairman Mary Ann Lindley, and Commissioners Nick Maddox, Bill Proctor, John Dailey, Bryan Desloge, and Jane Sauls. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Finance Director Betsy Coxen and Board Secretary Rebecca Vause.

The Invocation was provided by Rabi Jack Romberg of Temple Israel. Chairman Kristin Dozier then led the Pledge of Allegiance.

Awards and Presentations

- Chairman Kristin Dozier announced that she had presented a Proclamation designating September 2014 as Childhood Cancer Awareness Month at an outside event over the summer.
- Chairman Kristin Dozier presented a Proclamation designating October 2014 as Breast Cancer Awareness Month. The Proclamation was accepted by Ms. Anna Johnson, American Cancer Society representative, on behalf of its volunteers and all cancer survivors.
- Chairman Kristin Dozier presented a Proclamation recognizing the “Go Pink” Initiative to Bob Gabordi and Julie Moreno from the Tallahassee Democrat.
- Cristina Paredes, Intergovernmental Affairs & Special Projects Coordinator, gave a presentation on the Penny Sales Tax Education and Information Program. She announced the launch of the web-site www.leonpenny.org, which was established to provide information on the initiative. Ms. Paredes provided an overview of the web-site and noted the inclusion of a dedicated phone number and e-mail address whereby citizens can contact Ms. Paredes directly for questions. The site includes details about the projects and an interactive map for each. An educational video is being prepared and will be added at a future date.
- Chairman Kristin Dozier complimented staff for enhancements to the audio and video capabilities which will allow citizens to view and hear the meetings in a more clearer crisper manner.
- Chairman Kristin Dozier welcomed Claudia Blackburn, the new Leon County Health Director.
 - Dr. Blackburn appreciated the welcome and indicated that she would be scheduling appointments with Commissioners and working to improve the health of Leon County residents.

Consent:

Commissioner Desloge moved, duly seconded by Commissioner Dailey to approve the Consent Agenda. The motion carried 7-0.

- 1. Approval of Minutes: June 10, 2014 Workshop on FY 2014/15 Budget; June 24, 2014 Regular Meeting; July 8, 2014 Regular Meeting; and, May 27, 2014 Joint City/County Adoption Hearing on Cycle 2014-1 Comprehensive Plan Amendments**

The Board approved Option 1: Approve the minutes of the June 10, 2014 Workshop on FY 2014/15 Budget; June 24, 2014 Regular Meeting; July 8, 2014 Regular Meeting; and, May 27, 2014 Joint City/County Adoption Hearing on Cycle 2014-1 Comprehensive Plan Amendments

2. Approval of Resolutions Certifying the Non-Ad Valorem Assessment Rolls for the Arvah Branch, Beech Ridge Trail, Brushy Creek, Centerville Trace, Cloudland Drive, Crown Ridge, Frontier Estates, Linene Woods, Oakhill Farms, Pasadena Hills, Pine Lakes, Rainbow Acres, Terre Bonne, Windwood Hills, and Winfield Forest Subdivisions to the Leon County Tax Collector

The Board approved Option 1: Approve the Resolutions certifying the Non-Ad Valorem Assessment Rolls for the Arvah Branch, Beech Ridge Trail, Brushy Creek, Centerville Trace, Cloudland Drive, Crown Ridge, Frontier Estates, Linene Woods, Oakhill Farms, Pasadena Hills, Pine Lakes, Rainbow Acres, Terre Bonne, Windwood Hills, and Winfield Forest Subdivisions to the Leon County Tax Collector

3. Approval of the Proposed Funding Agreement Between Leon County and the Beatitude Foundation, Inc. for the Construction of the Comprehensive Emergency Services Center

The Board approved Option 1: Approve the proposed Funding Agreement between Leon County and the Beatitude Foundation for the construction of the Comprehensive Emergency Services Center.

4. Ratification of Commissioner Appointment to the Code Enforcement Board

The Board approved Option 1: Ratify the appointment of Charles Cook to the Code Enforcement Board.

5. Approve the Sheriff's Request for Utilization of Law Enforcement Trust Fund Assets in the Amount of \$35,000

The Board approved Option 1: Approve the transfer of \$35,000 from the Law Enforcement Trust Fund to the Sheriff's Office of General Operating budget for crime prevention and school resource deputy programs.

6. Approval of Payment of Bills and Voucher Submitted for September 2, 2014 and Pre-Approval of Payment of Bills and Vouchers for the Period of September 3 through September 22, 2014

The Board approved Option 1: Approve the payment of bills and vouchers submitted for September 2, 2014, and Pre-Approval of Payment of Bills and Vouchers for the Period of September 3 through September 22, 2014.

7. Approval of the Submittal of the 2015 Justice Assistance Grant to the Florida Department of Law Enforcement, and Approval of the Memorandum of Understanding Between Leon County and the City of Tallahassee on Allocation of U.S. Department of Justice's Justice Assistance Grant Funding

The Board approved Options 1 & 2: 1) Approve the submittal of the 2015 Justice Assistance Grant to the Florida Department of Law Enforcement, and 2) Approve the Memorandum of Understanding between Leon County and the City of Tallahassee concerning the allocation of the U.S. Department of Justice's Justice Assistance Grant, and authorize the County Administrator to execute.

8. Approval of the Veterans Emergency Assistance Program Memorandum of Agreement with Florida Veterans Foundation

The Board approved Option 1: Approve the Memorandum of Agreement with Florida Veterans Foundation and all future modifications, and authorize the County Administrator to execute, in a form approved by the County Attorney.

9. Approval to Allocate Funds for Fiscal Year 2013/14 to the Leon County School Board for the Leon County Expanded Driver's Education Program and Approval of Agreement with Leon County Schools for Fiscal Year 2014/15

The Board approved Options 1, 2 & 3: 1) Approve the allocation of 100% of fiscal year 2013/14 Dori Slosberg funds to Leon County School Board for the 2014/15 school year's Expanded Driver's Education Program; 2) Approve the Agreement with Leon County School Board for Fiscal Year 2014/15 Leon County Expanded Driver's Education Program, and authorize the County Administrator to execute, and 3) Approve FY 2014/15 Dori Slosberg Fund Proposals and the FY 2013/14 Summary Report.

10. Acceptance of Two Florida Department of Health Matching Grants in the Amount of \$48,094

The Board approved Options 1 & 2: 1) Accept the two Florida Department of Health grants in the amount of \$48,094, and authorize the County Administrator to execute all documents related to the grant projects, and 2) Approve the Resolution and associated Budget Amendment Request.

11. Acceptance of the Florida Department of Health County Emergency Medical Services Entitlement Grant in the Amount of \$44,803

The Board approved Options 1 & 2: 1) Accept the Florida Department of Health County Emergency Medical Services Entitlement Grant in the amount of \$44,803, and authorize the County Administrator to execute all documents related to the grant project, and 2) Approve the Resolution in support of the grant.

12. Acceptance of a Status Report on the Implementation of a Community Paramedic Program; Approval of an Agreement with Area Metropolitan Ambulance Authority for Consulting Services; and, Acceptance of a Department of Health Grant in the Amount of \$57,735

The Board approved Options 1, 2, 3 & 4: 1) Accept the status report on the implementation of a Community Paramedic Program; 2) Approve the Agreement with Area Metropolitan Ambulance Authority for Consulting Services in an amount not to exceed \$10,000; 3) Accept the Grant from the Florida Department of Health in the amount of \$57,735, and 4) Approve the Resolution and associated Budget Amendment Request.

13. Approval of Division of Libraries FY 14/15 Annual Plan for Library Service as required in Support of the Annual State of Florida Library Grant and State Aid to Libraries Grant Agreement

The Board approved Options 1 & 2: 1) Approve the Library's FY 14/15 Annual Plan for Library Service, and 2) Approve the State Aid to Libraries Grant Agreement

14. Approval of the Plat of Preserve At Lakeshore Lane Subdivision for Recording in the Public Records

The Board approved Option 1: Approve the plat of Preserve At Lakeshore Lane subdivision for recording in the Public Records.

15. Approval of the Plat of Bannerman Corner subdivision for Recording in the Public Records

The Board approved Option 1: Approve the plat of Bannerman Corner subdivision for recording in the Public Records, contingent upon staff's final review and approval.

16. Authorization to Make Partial Payments to the Department of Juvenile Justice for the Juvenile Detention Cost Share Project

The Board approved Option 1: Authorize partial payment of \$49,653 of the \$82,933 billed to Leon County for its portion of the Juvenile Detention Cost Share Project.

17. Acceptance of a Status Report on the Leon County Enterprise Zone Development Agency

The Board approved Options 1 & 2: 1) Accept the status report on the Leon County Enterprise Zone Development Agency, and 2) Direct staff to include the extension of the Florida Enterprise Zone Program in the Board's 2015 Legislative Priorities Workshop scheduled for October 28, 2014.

18. Acceptance of Status Report Regarding the Apalachee Regional Planning Council

The Board approved Option 1: Accept the status report regarding the Apalachee Regional Planning Council.

Citizens to be Heard on Non-Agendaed Items (3-minute limit per speaker; there will not be any discussion by the Commission)

- Kris Knab, 415 Cloverdale Drive, Legal Services of North Florida (LSNF), stated that LSNF had received some unexpected funds and therefore withdrew its request for additional funds for the upcoming year.
- Former Commissioner Gary Yordon, 4568 Grove Park Drive, spoke in support of Kris Knab and Legal Services of North Florida (LSNF). He spoke on the important role Legal Services plays in the community and how the services they provide directly impacts the County's budget. He stated that Florida Statutes provides for funding through the courts and that the Chief Judge, Public Defender and State Attorney is authorized to meet and determine an appropriate funding level for Legal Services. He encouraged the Board to look into the Statute he referenced. On another issue, Commissioner Yordon discussed the need for the Board to recognize the efforts of former Commissioner Gayle Nelson and her efforts on behalf of County libraries by naming one of the branch libraries after former Commissioner Nelson.
 - Commissioner Proctor discussed the recent letter of support provided by the State Attorney's Office on behalf of LSNF and suggested that it might be an opportune time to look into the funding opportunity provided by Florida Statute, as relayed by Commissioner Yordon.
- Gerry Phipps, 3563 Clippys Drive, President of "Be the Solution, Inc.", provided information on its Spay/Neuter Program. She noted that "Be the Solution" has provided services to more than 10,000 animals, which has helped reduce the number of intakes and euthanizations at the animal shelter. She conveyed that the program has a deficit of \$65,000 and asked that the Board consider assisting the program in reaching its goal to spay/neuter 3,600 animals this year.

General Business

19. Acceptance of a Status Report on the Club of Honest Citizens and the Citizen Engagement Series

County Administrator Long introduced the item. He conveyed that the continuation of the partnership between the Citizen Engagement Series and Village Square would ensure that the County's efforts to provide for meaningful citizen involvement would continue.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Options 1, 2 & 3: 1) Accept the status report on the Club of Honest Citizens and the Citizen Engagement Series; 2) Approve the continued partnership with The Village Square for the Club of Honest Citizens Program, and 3) Approve the scheduled sessions of the Citizen Engagement Series. The motion carried 7-0.

20. Acceptance of the Canopy Roads Citizen Committee's 2014 Report

County Administrator Long introduced the item.

Edward Robles, Chairman of the Canopy Roads Citizen Committee, provided a brief overview on the Committee's 2014 Status Report.

Commissioner Lindley shared that she is the Board's liaison to the Committee and the Committee has shown a lot of interest to become more involved and relevant. Additionally, she pointed out the Committee's involvement in agenda item #21 and that the suggestions offered by the Committee were agreed to by the project manager.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Options 1, 2, 3 & 4: 1) Accept the Canopy Roads Citizen Committee's 2014 Report; 2) Direct staff to coordinate with the Canopy Roads Citizen Committee and the City to bring back a scope of work to update the Canopy Rods Management Plan; 3) Direct staff to coordinate with the Canopy Roads Citizen Committee and the City to bring back a scope of work to create a Canopy Road Design Manual, and 4) Direct staff to coordinate with the Canopy Rods Citizen Committee and the City to conduct and bring back an evaluation of the committee development review process.

Commissioner Proctor asked if there was a policy or process whereby "hollow" trees are examined for possible removal to ensure the public's safety while traveling on canopy roads. Brian Wiebler, Principal Planner, responded that the County and the City have hazard mitigation programs where certified arborists keep records, examine trees that may have decay or leaning, and recommend removal.

The motion carried 7-0.

21. Approval of Tree Removal and Mitigation Plan in the Canopy Road Tree Protection Zone on St. Augustine Road Associated with the National Memorial Cemetery Project

County Administrator Long introduced the item. He relayed that the Canopy Road Citizens Committee had unanimously approved the relocation with two recommendations, which could be found in the item's analysis.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the tree removal in the Canopy Road Tree Protection Zone on St. Augustine Road associated with the National Memorial Cemetery project, together with the mitigation plan to augment the canopy with native trees. The motion carried 7-0.

22. Adoption of a Proposed Draft Resolution to Reauthorize the Development Support and Environmental Management Citizen's User Group

County Administrator Long introduced the item. He stated that the County continuously uses this group to receive input on development related issues. He added that the item formalizes the committee with County policy and appointments to the committee will be brought back as an agenda subsequent to approval of the item.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Option 1: Adopt a proposed draft Resolution to reauthorize the Development Support and Environmental Management Citizen's User Group.

Chairman Dozier referenced comments received at the last public hearing regarding suggestions that the Committee have representation from various sections of the community and wondered if Commissioners who represent a specific district could consider appointing someone who resides in their district.

Commissioner Maddox offered a friendly amendment that individuals appointed by Commissioners reside in their specific district. Commissioner Desloge, as the maker of the motion, stated that he would prefer language that encourages, rather than mandates, Commissioners appoint members from their district for geographic representation.

Commissioner Lindley voiced some concerns regarding the lack of term limitations for the Committee and asked if this was addressed in the resolution. County Administrator Long confirmed that the proposed resolution would bring the DSEM User Group into consistency with overall County policy and bylaws for citizen committees, to include term limits.

Commissioner Desloge amended his motion to revise the Reauthorizing Resolution to include language which encourages District Commissioners to make appointments from their respective districts and revisit the issue in one-two years to ensure that efforts are being made to further geographic diversity.

The motion as amended carried 7-0.

23. Consideration of Appointments to the Leon County Research and Development Authority Board of Governors

County Administrator Long introduced the item. He stated that the Selection Committee met to review the applications and to offer a recommendation of appointees to fill seats added by the Board, to fill a current vacancy and the reappointment of a current member. He shared that the Selection Committee was unanimous in its nomination of the three recommended individuals. He noted that Chairman Dozier serves as Chair of the Leon County Research and Development Authority (LCRDA) Board.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Appoint Susanne Cappenjijk van Engelen, Anne Longman, and Jason Robotham to the Leon County Research and Development Authority Board of Governors and approve the associated Resolution and 2) Reappoint David Ramsay to the Leon County Research and Development Authority Board of Governors and approve the associated Resolution.

Commissioner's Maddox and Desloge commended Chairman Dozier for her work on the LCRDA.

At the request of Chairman Dozier, Commissioner Maddox amended his motion to direct staff to stagger the terms of appointees to allow for three appointments every two years.

The motion as amended carried 7-0.

24. Consideration of Full Board Committee Appointment to the Adjustment and Appeals Board, Affordable Housing Advisory Council, Animal Services Center Advisory Board, Big Bend Health Council, CareerSource Capital Region, Educational Facilities Authority, and Joint City/County/School Coordinating Advisory Committee; Confirmation of Appointments to the Planning Commission and Tourist Development Council

Christine Coble, Agenda Coordinator, facilitated appointments to the following Committees:

Adjustment and Appeals Board:

- *Commissioner Lindley moved, duly seconded by Commissioner Desloge, the appointment of Carlos Rey as an alternate member to the Adjustment and Appeals Board. The motion carried 7-0.*

Affordable Housing Advisory Committee:

- *Commissioner Lindley moved, duly seconded by Commissioner Desloge, the appointment of Marva Bonner to the Affordable Housing Advisory Committee.*
- *Commissioner Proctor noted that there were a lesser number of applicants for the Affordable Housing Committee than the Animal Services Center Advisory Board.*
- *The motion carried 7-0.*

Animal Services Center Advisory Board

- *Commissioner Lindley moved, duly seconded by Commissioner Dailey, the appointment of Frank Alarcon, Ashley Istler, and Linda Miles to the Animal Shelter Advisory Board. The motion carried 7-0.*

Big Bend Health Council:

- *Commissioner Lindley moved, duly seconded by Commissioner Proctor, the appointment of June Wiaz to the Big Bend Health Council. The motion carried 7-0.*

CareerSource Capital Region:

- *Commissioner Maddox moved, duly seconded by Commissioner Proctor, the appointment of Gloria Pugh and George Smith to the CareerSource Capital Region. The motion carried 7-0.*
- *Commissioner Proctor voiced support for the reappointment of Mr. Seamon and referenced the letter from Jim McShane, CEO, CareerSource Capital Region, who requested the Board waive the policy to allow Mr. Seamon to serve one more three year term.*
- *Commissioner Proctor moved, duly seconded by Commissioner Sauls, to waive the Policy regarding term limits to allow Mr. Seamon to continue to serve.*
- *Commissioner Desloge pointed out that staff has put in a lot of effort to “fine tune” the Committees so that they run more effectively and he was hesitant to start making exceptions. He suggested however, that Mr. Seamon be appointed to an emeritus position on the Committee until another application is received.*
- *Chairman Dozier while acknowledging that Mr. Seamon has been an active and engaged committee member submitted that the policy should be waived only rarely. She agreed with Commissioner Desloge’s suggestion to appoint Mr. Seamon in an emeritus position.*
- *Commissioner Lindley offered a substitute motion to create an emeritus position for Mr. Seamon for one year.*

- *Upon further discussion, Commissioner Lindley amended her substitute motion to extend the appointment of Mr. Seamon for one year. The substitute motion was seconded by Commissioner Desloge.*
- Commissioner Maddox asserted that this was one of those extraordinary circumstances where waiving of the policy was warranted. He submitted that this was an important committee and Mr. Seamon has been a very active member. He stated that he could not support the substitute motion, but rather preferred a one term extension.
- *The substitute motion carried 5-2 (Commissioners Proctor and Maddox in opposition).*

Educational Facilities Authority:

- Commissioner Desloge commented that Mr. Kellam has served on the EFA for 24 years and has done an outstanding job. He suggested that Mr. Kellam be appointed to an emeritus position on the EFA.
- *Commissioner Desloge moved, duly seconded by Commissioner Dailey, that an emeritus position be created for Mr. Kellam for one year and appoint Tom Proctor to the Educational Facilities Authority. The motion carried 7-0.*

Joint City/County/School Coordinating Committee:

- *Commissioner Lindley moved, duly seconded by Commissioner Maddox, appointment of Louis Dilbert to the Joint City/County/School Coordinating Committee.*
- Commissioner Proctor opined that the Board's appointment should be an advocate for a new Southside high school and was concerned that none of the applicants lived on the Southside. He asked the County Attorney if there was a way he could not vote on the motion. County Attorney Thiele responded that unless Commissioner Proctor had a voting conflict, he would have to vote.
- *The motion carried 7-0.*

Planning Commission:

- *Commissioner Maddox moved, duly seconded by Commissioner Desloge, the appointment of Patrick Madden as the School Board's representative to the Planning Commission. The motion carried 7-0.*

Tourist Development Council

- *Commissioner Maddox moved, duly seconded by Commissioner Dailey, to confirm the appointment of City Commissioner Scott Maddox to the Tourist Development Council. The motion carried 7-0.*

Chairman Dozier stated that the Board had concluded its General Business agenda and would now enter into Commissioner Discussion items.

SCHEDULED PUBLIC HEARINGS

Chairman Dozier opened the public hearing at 6:05 p.m.

25. First and Only Public Hearing for Board Consideration of an Extension of the Fallschase Development of Regional Impact (DRI) Development Agreement

County Administrator Long announced the public hearing. He explained that the agreement expires December 2015 and the applicant has requested a 10 year extension.

Speaker:

- Charles Gardner, 1300 Thomaswood Drive, did not speak, but indicated that he was available for questions.

Commissioner Maddox moved, duly seconded by Commissioner Desloge approval of Option 1: Conduct the first and only Public Hearing and approve the proposed extension of the Fallschase Development of Regional Impact Development Agreement. The motion carried 6-0 (Commissioner Proctor out of Chambers).

26. First and Only Public Hearing on a Proposed Resolution to Adopt the Non-Ad Valorem Assessment Roll for Fire Rescue Services Assessment

County Administrator Long announced the public hearing and confirmed there were no speakers on the item.

- The record reflects receipt of correspondence from Ms. Sybil McIntosh voicing objection to the assessment.

Commissioner Lindley moved, duly seconded by Commissioner Desloge approval of Option 1: Conduct the first and only public hearing and approve the proposed Resolution adopting the non-ad valorem assessment roll for fire rescue services assessments, and authorize the Chairman to certify the roll to the Tax Collector. The motion carried 6-0 (Commissioner Proctor out of Chambers).

27. First and Only Public Hearing on a Proposed Resolution to Adopt the Non-Ad Valorem Assessment Roll for Solid Waste Disposal Services

County Administrator Long announced the public hearing and confirmed there were no speakers on the item.

Commissioner Desloge moved, duly seconded by Commissioner Lindley approval of Option 1: Conduct the first and only public hearing and approve the proposed Resolution adopting the Non-ad Valorem Assessment Roll for Solid Waste Disposal Services, and authorize the Chairman to certify the Roll to the Tax Collector. The motion carried 6-0 (Commissioner Proctor out of Chambers)

28. First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to the Tax Collector

County Administrator Long announced the public hearing and confirmed there were no speakers on the item.

Commissioner Lindley moved, duly seconded by Commissioner Desloge approval of Option 1: Conduct the first and only public hearing, approve the Resolution adopting the Stormwater Non-ad Valorem Assessment Roll, and authorize the certification of the Non-ad Valorem Assessment Roll to the Tax Collector. The motion carried 7-0.

29. Second and Final Public Hearing on a Proposed Ordinance Amending the Land Development Code Regarding Minor Commercial Land Uses in the Rural Zoning District

County Administrator Long announced the public hearing.

County Administrator Long recalled that the Board had directed staff to draft recommended changes to the County's regulations that would mitigate the locational and compatibility issues oftentimes associated with gas stations and other allowed nonresidential land uses in the Rural Zoning District. He stated that the first of the two required public hearings regarding the proposed ordinance was held on July 8th and considerable citizen input has been received.

David McDevitt, Director of Development Services & Environmental Management (DSEM), provided details on the proposed changes to the Land Development Code which addresses the location of allowable minor commercial or retail land uses in the Rural Zoning District through the ordinance. He outlined the three major changes being proposed:

1. All retail allowable uses in Rural would be changed to restricted uses, meaning they would receive a higher level of review (from Type A review to Type B) and going to the Development Review Committee for final approval. Also proposed is the establishment of a set of design guidelines for each project to mitigate off-site impact, including lighting, signage, buffer zones, hours of operation, etc.
2. Would elevate gas stations with convenience stores to a Type C site plan review process, meaning they would come before the Board for final approval. Additionally, they would have to meet additional specific standards, the most significant being a reduction in square footage from 5,000 to 3,000 (this would apply only to gas stations with convenience stores).
3. Currently minor commercial uses are allowed based upon proximity to certain intersections; such as local, arterial, collector/arterial, and collector/collector intersections. The ordinance would eliminate the ability to site these at local and arterial intersections; which would eliminate 196 locations. Approximately 39 potential commercial intersections would remain at collector-arterial and collector-collector intersections; however, staff has determined that 12 of the intersections could not be developed based on environmental features. If the Ordinance is adopted, it would potentially allow minor types of retail at 27 intersections.

He noted that the proposed ordinance was reviewed by the DSEM Citizens User Group and was amended to address their issues. Mr. McDevitt spoke to the findings of the Planning Commission and their concerns regarding the 3,000 square foot restriction. He stated that the Planning Departments' review of the ordinance found the proposed 3,000 sq. ft. building size restriction consistent with the Comprehensive Plan and believes the Board could include the more restrictive footage in the LDC as initially proposed by staff.

Speakers:

- Pamela Hall, 5051 Quail Valley, expressed support for Option 2. She asked the Board to separate non-conforming use from non-conforming site development and design standards. She also requested the Board consider eliminating gas stations now and that the Comprehensive Plan not be amended to match the LDC.
- Sarah Rychlik, 9601-68 Miccosukee Rd, supported Option 2. She commented on the number of rusted out, defunct gas stations that are blight to the rural landscape and asked the Board to protect the natural resources and environment. She requested that construction of gas stations/convenience stores be limited to the Rural Community Zone.
- Laura Newton, 4544 Pecan Branch, expressed support for Option 2. She proposed an amendment to the LDC that would prohibit gas, fuel oil and propane stations in the rural zoning district and would like to see these types

developments placed in the rural communities that support this type of growth. Requested that the entire Comprehensive Plan be reviewed.

- Georgia Ackerman, 8794 Megans Lane, echoed comments provided by Ms. Newton. She asserted that the County has the opportunity to be a leader in establishing a positive, authentic sense of place and smart growth.
- Rob Lombardo, 9601 Miccosukee Road, stated that Keep it Rural was not challenging the non-conforming structures that are on the rural intersections that may be affected by the change (there are nine and include Bradley's Country Store). He suggested smart development which consolidates all five community resources into more highly dense environments. He urged the Board to support Option 2.
- Mike Rychlik, 9601-68 Miccosukee Rd., a member of Keep it Rural commended the Commissioners and staff for listening to complaints and suggestions. He expressed dismay that any Leon County Code would permit gas stations or convenience stores to impinge on the rural beauty of the area and asserted that the proposed revised land use development code does not assure that this will not happen again.
- Jerri Lindsey, 8765 NWK Way, pointed out that rural areas are an economic asset and asked the Board to endorse Option 2. She also requested a comprehensive plan amendment that would clarify and codify the will of the people.
- Ruth Chase, 9601 Miccosukee Rd, stated that she was not against development, but asked for appropriate development in the rural zones. Is counting on County staff and the Board to protect rural rights.
- Jeff Blair, 9143 Stargate Way, proposed a three phase approach: 1) Amend Option 2 to eliminate reference to non-conforming uses so that current businesses in the rural community are not harmed; 2) direct staff to bring back another amendment to the Land Development Code that would eliminate gas stations from the rural FLU (future land use) and the remaining 27 intersections, and 3) Direct staff to conduct a thorough review of the Comprehensive Plan to determine what types of minor commercial development should be allowed. He voiced support for development in the Woodville and Ft. Braden rural communities and stated that Keep it Rural remains committed to working with the County to clarify and eliminate inconsistencies and unintended consequences in the Comp Plan and Land Development Code.
- Louis Maige, 1250 Dove Roost Trail, a Westside resident expressed concerns that the proposed action would negatively affect his property rights.
- David Hall, 12700 Miccosukee Road, supported protection of property rights.
- Jeff Phipps, 500 Orchard Pond Road, distributed to the Board a copy of the "Sprawl Repair Manual" and referenced page 63 "Rural Subdivision". He offered this as a tool on how to implement smart development.
- Larry Hendricks, Alpha Avenue, questioned the cost of infrastructure for developments such as Southwood, Fallschase, and Welaunee.
- Oliver Simmons, 12720 Miccosukee Rd., stated that while he not opposed to smart development that is environmentally and community friendly, he was concerned that he did not receive notice of the proposed gas station.

Chairman Dozier thanked citizens for their time and diligence on this issue.

Commissioner Lindley also expressed her thanks to Keep it Rural and staff for all the research and work on this issue. She believes that the proposed changes are a step in the right direction and attempts to ensure smart growth.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 2: Conduct the second and final Public Hearing and adopt the proposed Ordinance amending the Land Development Code, regarding minor commercial land uses in the Rural zoning district, to include the restricted building size of 3,000 sq. ft. for proposed convenience stores with gas pumps.

County Attorney Thiele distributed an amended page 13, to the proposed Ordinance, (to be applied to either Option 1 or Option 2) specifically noting changes to SECTION 5. Effective date. "This ordinance shall be effective according to the law. **However, the provisions of this ordinance shall not apply to any properties which have currently existing conforming uses and structures.**"

Commissioner Lindley amended her motion to approve Option 2, to include the exemption language that's included in the Effective date section, as provided by the County Attorney. (copy attached)

Commissioner Proctor established with County Attorney Thiele that the proposed Ordinance would not have any affect (or stop) the proposed gas station/convenience store project on Crump/Miccosukee Road. He stated that this was a sensitive area and was concerned that there had not been a thorough study of the projects impact to the underground water. Commissioner Proctor suggested that the County should declare eminent domain the property in question and surrender it to the County's Office of Sustainability. He also suggested that the Board consider establishing a Rural CRA.

Commissioner Proctor offered a substitute motion to approve Option 2 and declare eminent domain the property at Crump/Miccosukee Road. (No action was taken on this motion.)

In response to Commissioner Proctor's motion, Chairman Dozier reminded the Board that specifics of the project cannot be discussed at this time as this is still a quasi-judicial matter and has not come back to the Board out of the appeals process. County Attorney Thiele affirmed Chairman Dozier's comment and added that while he is constrained by rules of professional responsibility and is not permitted to reveal publically what transpired at a confidential mediation, an agenda item will be presented at the September 23rd meeting communicating the results of the mediation. He conveyed that should the Board accept the outcome of the mediation, Commissioner Proctor's substitution motion would be rendered moot.

Commissioner Proctor affirmed with Mr. McDevitt that the proposed action would not impact Woodville, as it is a Rural Community with site specific zoning.

Commissioner Desloge also commended the efforts of Keep it Rural. He asked Mr. McDevitt to provide a brief overview of the public notification process. Mr. McDevitt responded that notification of the public hearing was posted in the Tallahassee Democrat and direct mail notifications were mailed to the 942 owners with property located at or near (within 330 feet) the intersections in the Rural Zoning District. Commissioner Desloge discussed with Mr. McDevitt the proposed ordinance and established that had the proposed ordinance been in place when the Crump/Miccosukee Road project was initiated, it would have come before the Board for approval. Commissioner Desloge opined that this was a "good first step" and supported the motion on the floor.

Commissioner Sauls confirmed with Mr. McDevitt that the property owned by Mr. Maige (off Highway 20) would not be affected by the ordinance.

Commissioner Lindley mentioned that she would like to discuss the feasibility of a Rural Enterprise Zone at the December Retreat.

Commissioner Maddox discussed with County Administrator Long his desire for some type of analysis of the 27 properties that are not currently included in the Rural Community designation as to their potential for development and prior to the Board's consideration of a Comprehensive Plan Amendment. (This will be taken up as a separate motion once the current motion is voted on.)

Commissioner Proctor expressed a concern about gas stations being allowed in areas where residents are dependent upon well water. County Attorney Thiele stated that the County has in place a "well head protection" ordinance which does not allow these types of developments within a certain distance from wells. Commissioner Proctor requested that the motion be amended to include a separation of gas stations and wells. Commissioner Lindley (the maker of the motion) indicated that she would like to keep the motion intact at this time. Commissioner Proctor requested that the issue be agendaed for the December Retreat, along with a discussion on the requirement of one house on ten acres.

Chairman Dozier expressed support for the motion and expressed an interest in pursuing a Rural Enterprise Zone.

The motion, as amended, carried 7-0.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, to direct staff to bring back a Comprehensive Plan amendment to include restriction of 3,000 sq. ft. and to be compatible with Leon County Development Code.

Commissioner Dailey noted that amendments are done annually to the Comprehensive Plan and suggested it is time to take a "hard and serious" look at a rewrite of the Comprehensive Plan. He requested that the Board make this a priority and carve out time during the Retreat to discuss the Plan, to include a holistic view of the community and the goals and vision of the community going forward.

Commissioner Maddox supported Commissioner Dailey's suggestion for a Comprehensive Plan rewrite.

Chairman Dozier stated that while she could support a full rewrite if warranted, the Planning Department has made changes in recent years that have sizably reduced its content. She suggested that before the Board decides a rewrite is needed, an analysis be done on what has happened over the past 20 years (this could be part of the Retreat discussion).

The motion carried 7-0.

*Commissioner Maddox moved, duly seconded by Commissioner Proctor, to have staff provide an analysis of the 27 properties that are not currently included in the Rural Community designation as to their development potential and Board consideration if a Comprehensive Plan Amendment is advisable. *The motion carried 7-0.**

Citizens to be Heard on Non-Agendaed Items (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)

- Louis Maige, 1250 Dove Roost Trail, spoke on agenda item #28 and how the stormwater assessment is not appropriate for his or his church's property (Aeon Baptist Church). He stated that stormwater is contained on both properties and asserted it was inappropriate to tax churches. He also opined that it was not appropriate to charge a fire services tax to the church.
- Mark Delegal, spoke on behalf of "Be the Solution" and its spay and neuter program and the \$65,000 deficit they are facing this upcoming fiscal year. He asserted that the program provides a valuable service to the community and proposed that the County and the City split the funding request 45/55 for one year with the hope they will find funds for future years.
 - Commissioner Maddox asked County Administrator Long where the funds could be allocated from. He responded that the Board has at this time a sensibly balanced budget and staff would need to identify how to reconcile the request.
 - *Commissioner Desloge moved, duly seconded by Commissioner Maddox, to direct staff to bring back a funding request agenda item for the Spay and Neuter Program, contingent upon the City participation, for the September 23, 2014 meeting. The motion carried 7-0.*
- Larry Hendricks, 406 Alpha Avenue, questioned the cost of the Citizens Engagement Series. He also suggested that the County use alternate sources, such as the radio and YouTube to broadcast the Commission meetings. He stated that not all citizens subscribe to Comcast services and thus are disenfranchised from participating in County government.
- Jeff Blair, 9143 Stargate Way, suggested a review of the Comprehensive Plan be carried out in a phased approach and for each phase appoint a stakeholder group to represent each area.

Comments/Discussion Items

County Attorney Thiele:

- No items.

County Administrator Long:

- No items.

Commissioner Discussion Items

Commissioner Proctor:

- Distributed for discussion a letter from Bond Community Health Center, Inc. to Deputy County Administrator Alan Rosenzweig in which they requested Board approval for the release of \$309,603 to be used as Low Income Pool (LIP) matching funds.
 - *Commissioner Proctor moved, duly seconded by Commissioner Maddox, to direct staff to bring back at the September 23rd meeting, an agenda item to address Bond Community Health Center's request of \$309,603 to be used as matching funds. The motion carried 7-0.*
- Inquired about the County's reporting and accountability requirements of both Bond and Neighborhood Medical Center.
 - County Administrator Long responded that the bottom line is patient encounters or certifying the number of patients served by the funds provided by the County. Bond and Neighborhood are experiencing challenges with the software that has been installed to track the encounters; however the County is working with both entities on use of the software.

Commissioner Dailey:

- No items.

Commissioner Sauls:

- No items.

Commissioner Maddox:

- No items.

Commissioner Desloge:

- Thanked the Board, staff, and the Florida Association of Counties for the support in his bid (and ultimate election) as 2nd Vice President of NACo.
- Referenced recent articles regarding the Southside and its state of disarray, i.e., high crime rate, failing schools, etc. He stated that the City is looking at options to help and he asked for staff to provide a status report to discuss what possible solutions the County could provide.
 - *Commissioner Desloge moved, duly seconded by Commissioner Lindley, to direct staff to bring back an agenda item to discuss the issue, to include input from the City, Tallahassee Police Department and Sheriff's Office.*
 - County Administrator Long suggested this be discussed at the Board's Retreat.
 - *Commissioner Desloge amended the motion to ask for a status report on what could be done to assist the Southside, to be used as a primer for discussion at the Board's retreat. The motion carried 7-0.*
- Relayed that he would like to consider some kind of solution for the Spay/Neuter Program.

Vice-Chairman Lindley:

- *Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval to present a Proclamation to the Taiwanese Youth Folk Sport Troupe, who will be visiting Tallahassee October 6-12. The Proclamation will be presented at an outside event on October 7th. The motion carried 7-0.*

Chairman Dozier:

- Congratulated Commissioner Desloge on being elected 2nd Vice President of NACo.
- Thanked the Board for its support of the Power Forward Series, which will feature Steve Wozniak as its guest speaker.
- On behalf of Chairman Dozier: *Commissioner Maddox moved, duly seconded by Commissioner Desloge, to host a Stakeholders Forum to discuss entrepreneurial issues. The motion carried 7-0.*

Chairman Dozier recessed the Board for its dinner break at 5:45 p.m. and announced it would reconvene at 6:00 to conduct the scheduled public hearings.

Receipt and File:

- Capital Region Community Development District Record of Proceedings for the May 8, 2014 meeting.
- Capital Region Community Development District Record of Proceedings for the June 12, 2014 meeting.

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 7:54 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Kristin Dozier, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
PUBLIC HEARING
September 16, 2014**

The Board of County Commissioners of Leon County, Florida, met at 6:00 p.m. with Chairman Kristin Dozier presiding. Present were Commissioners Nick Maddox, Bill Proctor, Mary Ann Lindley, John Dailey, Bryan Desloge, and Jane Sauls. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Finance Director Betsy Coxen and Board Secretary Rebecca Vause.

Chairman Kristin Dozier called the public hearing to order at 6:05 p.m.

The Invocation was provided by Commissioner Bill Proctor, who then led the Pledge of Allegiance.

SCHEDULED PUBLIC HEARINGS

1. First and Only Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2014/15

Chairman Dozier announced the public hearing. She stated that this was the first of two required public hearings to adopt the countywide budget for FY 2014/2015 and the second and final public hearing would be held on September 23, 2014 at 6:00 p.m. She invited those individuals who wished to comment on the item, to complete a speaker card and submit to the Clerk.

County Administrator Long read the following into the record:

- The proposed aggregate millage rate is 8.8144 mills, which is 0.90 over the aggregate rolled back rate of 8.7361 mills and it is due to enhanced support of public safety through the provision of emergency medical services and law enforcement, sustained high level of countywide service delivery and continued support of human services initiatives.

Speakers:

- Michael Rosenthal, 4045 Kilmartin Drive, requested the Board set the millage to the roll back rate and hold the line on spending. He asserted that homeowners are paying more in taxes and asked that the Board show solidarity with the people and use the roll back millage rate.
- Doug Martin, 1312 Nancy Drive, expressed support for the proposed budget and thanked the Board for its leadership to fund the infrastructure and other improvements to make the community a better place. He stated that he lives in the Lehigh/Indianhead Acres Neighborhood and is concerned about the lack of sidewalks along South Magnolia Drive. He asserted that this is unsafe for residents who use the road and urged the Board to make the South Magnolia sidewalk project a priority.
- Tony Biblo, 1316 Lehigh Drive, also spoke in support of the South Magnolia Drive sidewalk project. He noted that South Magnolia is the only major collector arterial street within the community that does not have sidewalks and also referenced the safety issue. He stated also that the addition of sidewalks would add tremendous value to properties along South Magnolia.
 - Chairman Dozier responded that there has been a lot of recent discussion about the sidewalk project and indicated that there is strong support among the City, County and Blueprint to respond to this issue. She stated that

Public Works has been working on the design and engineering for the project and would provide an update at the September 23rd Board meeting. Additionally, with the City's \$1 million commitment, CRTPA funding, and strong support for use of Blueprint dollars, the multi-use project will be able to move forward soon. She announced that with strong support from City and County Commissioners the issue of using additional Blueprint dollars for the project will be brought up in February.

The Board approved the following Options:

- *Option 1: Commissioner Desloge moved, duly seconded by Commissioner Lindley, adoption of Resolution 14-39, the tentative FY 14/15 millage rate of 8.3144 mills. The motion carried 7-0.*
- *Option 2: Commissioner Desloge moved, duly seconded by Commissioner Dailey, adoption of Resolution 14-40, the tentative FY 14/15 Countywide budget. The motion carried 7-0.*
- *Option 3: Commissioner Lindley moved, duly seconded by Commissioner Desloge, adoption of Resolution 14-41, the tentative FY 14/15 Emergency Medical Services MSTU millage rate of 0.5000 mills. The motion carried 7-0.*
- *Option 4: Commissioner Lindley moved, duly seconded by Commissioner Desloge, adoption of Resolution 14-42, the tentative FY 14/15 Emergency Medical Services MSTU budget. The motion carried 7-0.*
- *Option 5: Commissioner Desloge moved, duly seconded by Commissioner Dailey, to direct staff to advertise, in accordance with the Florida Statutes, the tentative millage rates and budget for FY 14/15 and the date, time, and place of the public hearing to adopt the final millage rates and budgets for FY 14/15. The motion carried 7-0.*

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

- There were no citizens to be heard on non-agendaed items.

COMMENT/DISCUSSION ITEMS

County Attorney Thiele

- Commissioner Desloge announced that Mr. Thiele was recently elected by his peers to serve as President-elect of the International Municipal Lawyers Association for 2014-15. Commissioner Desloge proclaimed this was a "huge and well deserved honor".

County Administrator Long

- No items.

DISCUSSION ITEMS BY COMMISSIONER

Commissioner Proctor

- No items.

Commissioner Dailey

- Expressed appreciation to Chairman Dozier for her leadership during the budget process.
- Recalled the tragic motorcycle accident that killed Russell Mountain, a Senior Airman with the US Air Force. Mr. Mountain had just completed a tour in Afghanistan and was home visiting his family when the tragedy struck. Commissioner Dailey shared that Senior Airman Mountain's squadron is still in Afghanistan and will hold an

international memorial service on Thursday, September 18th in his honor. They have requested the County provide a Proclamation to honor Senior Airman Mountain. The Proclamation was read into the record by Commissioner Dailey.

- *Commissioner Dailey moved, duly seconded by Commissioner Maddox, approval of a Resolution to honor Senior Airman Russell R. Mountain and his dedicated service to the United States of America, to be presented at the international memorial service. The motion carried 7-0.*

Commissioner Sauls

- No items.

Commissioner Maddox

- No items.

Commissioner Desloge

- Conveyed that NACo has come out in strong opposition to some of the language contained in the “Waters of the U.S.” proposed rule and requested that a resolution in support of NACo’s position be brought back for Board discussion at the September 23rd meeting.
 - *Commissioner Desloge moved, duly seconded by Commissioner Dailey, to direct staff to bring back a proposed resolution for discussion regarding support of NACo’s position regarding “Waters of the U.S.” proposed rule. The motion carried 7-0.*

Commissioner Lindley

- Mentioned that the Leadership Awards will honor Wayne Tedder, Kim Williams, Kelly Dozier and others on Thursday night. She stated that even though it may be too late in the process to participate in or support the event, she would like to do so if possible.
 - *Commissioner Lindley moved, duly seconded by Commissioner Dailey, to provide support, possibly in the form of a sponsorship, to the Leadership Awards presentation. The motion carried 7-0.*

Chairman Dozier

- On behalf of Chairman Dozier: *Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of a Proclamation for the “Choose Tallahassee” winners, to be presented at a date to be determined. The motion carried 7-0.*
- On behalf of Chairman Dozier: *Commissioner Dailey moved, duly seconded by Commissioner Maddox, approval of a Proclamation for the 2014 big Bend Heart Walk, to be presented at the September 23, 2014 meeting. The motion carried 7-0.*

There being no further business to come before the Board, Chairman Dozier adjourned the meeting at 6:35 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Kristin Dozier, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

**Leon County
Board of County Commissioners**


Notes for Agenda Item #2

Leon County Board of County Commissioners

Cover Sheet for Agenda #2

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Leon County Board of County Commissioners' 2014 Installation and Reorganization Ceremony Agenda

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Jon D. Brown, Director, Community and Media Relations

Fiscal Impact:

This item has a nominal fiscal impact and funds are available in the FY14/15 budget.

Staff Recommendation:

Option #1: Approve the Leon County Board of County Commissioners' 2014 Installation and Reorganization Ceremony Agenda.

Report and Discussion

Background:

This agenda item requests the Board review and approve the agenda for the Leon County Board of County Commissioners' 2014 Installation and Reorganization Ceremony scheduled for Tuesday, November 18, 2014, in the Leon County Courthouse Commission Chambers (Attachment #1). According to County Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners" (Attachment #2),

"Reorganization of the Board of County Commissioners shall be conducted during the last regularly scheduled Board meeting in November of each year to elect a chairman and vice-chairman. However, during years when newly elected commissioners are installed, the reorganization of the Board shall occur on the second Tuesday following the general election."

Hence, the installation and reorganization meeting will be held on Tuesday, November 18, 2014 at 3:00 p.m.

Analysis:

The outgoing Chairman, or his/her designee, is responsible for the coordination of the reorganization ceremony. In recent years, the County Administrator has designated the Director of Community and Media Relations to coordinate the Installation and Reorganization Ceremony activities, including the development and distribution of all promotional materials. The Director has developed an agenda, outlining the program activities for participants. Following the ceremony, there will be a small reception in the lobby outside of the Commission Chambers.

Options:

1. Approve the Leon County Board of County Commissioners' 2014 Installation and Reorganization Ceremony Agenda.
2. Do not approve the Leon County Board of County Commissioners' 2014 Installation and Reorganization Ceremony Agenda.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Leon County Board of County Commissioners' 2014 Installation and Reorganization Ceremony Agenda
2. Leon County Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners"

Leon County Board of County Commissioners Installation & Reorganization Ceremony

Tuesday, November 18, 2014

3:00 p.m.

Commission Chambers

Commissioners seated at the dais.

Center of Chambers is cleared. Portable lectern with microphone is placed in the center section for swearing-in ceremony.

1. From the dais, **Chairman Kristin Dozier** calls the meeting to order and introduces the individual who will be delivering the opening prayer for the ceremony.
2. **Chairman Dozier** leads the Pledge of Allegiance.
3. **Chairman Dozier** recognizes the official who will be presiding over the Installation/Swearing-in ceremony.

(Chairman passes gavel to the official to preside over the ceremony)

Installation/Swearing-in Ceremony

The presiding official:

(from the portable lectern in the center section of the Chambers; facing chamber audience)

4. Brings greetings and welcome.
5. Recognizes other elected officials present, as well as former elected officials and current appointed officials that are visiting the Commission Chambers.
6. Recognizes County Administrator **Vince Long** and County Attorney **Herb Thiele**.
7. Introduces current Commissioners present:

The Honorable Kristin Dozier, Chairman
The Honorable Mary Ann Lindley, Vice-Chairman
The Honorable Bill Proctor
The Honorable Jane G. Sauls
The Honorable John E. Dailey
The Honorable Bryan Desloge
The Honorable Nick Maddox

8. Recognizes outgoing Chairman, **Kristin Dozier**, to make outgoing remarks.
9. Outgoing Chairman **Kristin Dozier** presents outgoing remarks.
10. **Presiding official** recognizes Vice-Chairman, **Mary Ann Lindley**, to make a presentation from the portable lectern.
11. Vice-Chairman **Mary Ann Lindley** makes remarks and a presentation to the current Chairman, **Kristin Dozier**.
12. Outgoing Chairman **Kristin Dozier** rises for the presentation.
13. Outgoing Chairman **Kristin Dozier** and Vice-Chairman **Mary Ann Lindley** return to their seats.
14. From the dais, Commissioners and the County Administrator may take the opportunity to make remarks to the outgoing Chairman.
15. **Presiding official** re-approaches the portable lectern and asks the **District 1 Commissioner**, the **District 3 Commissioner**, the **District 5 Commissioner**, and the **At-Large - Group 2 Commissioner** to exit dais.
16. Calls the **District 1 Commissioner** forward with witnesses and family members. Swear in. Newly sworn-in Commissioner takes seat on the dais.
17. Calls the **District 3 Commissioner**, **John E. Dailey**, forward with witnesses and family members. Swear in. Newly sworn-in Commissioner takes seat on the dais.
18. Calls the **District 5 Commissioner**, **Kristin Dozier**, forward with witnesses and family members. Swear in. Newly sworn-in Commissioner takes seat on the dais.
19. Calls the **At-Large - Group 2 Commissioner** forward with witnesses and family members. Swear in. Newly sworn-in Commissioner takes seat on the dais.

Oath:

“I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and the State of Florida; that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of the Office of County Commissioner on which I am now about to enter, so help me God.”

20. **Presiding official** recognizes **Clerk of the Court Bob Inzer** for the Reorganization of the Board ceremony.

(Presiding official passes gavel to Clerk Inzer to preside over the ceremony)

Reorganization Ceremony

The Honorable Bob Inzer presiding:

(After receiving the gavel at the portable lectern in the center section of the Chambers, Clerk Inzer then moves to the stationary Chamber lectern; facing the dais)

21. **Clerk Inzer** approaches the stationary Chamber lectern (facing the dais) to conduct the election for reorganization of the Board through elections for the 2014-15 Chairman and Vice-Chairman of the Leon County Board of County Commissioners.
 - **Clerk Inzer** calls for nominations for Chairman, second, and the vote.
 - **Clerk Inzer** calls for nominations for Vice-Chairman, second, and the vote.
22. From the stationary Chamber lectern, **Clerk Inzer** requests the new Chairman and his/her witness to approach, with him, the portable lectern (facing chamber audience) to assist in administering the oath of office.
23. **Clerk Inzer** administers the oath of office to the newly-elected Chairman at the portable lectern in the center section of the Chambers. He/she repeats the following:

Oath:

“I, (*state your name*), do solemnly swear (or affirm) that I will well and faithfully execute the duties of the office of Chairman of the Leon County Board of County Commissioners to the best of my ability, so help me God.”

24. Gavel presented to new Chairman.
(Commissioner Dozier moves to Vice-Chairman’s seat during applause.)
25. **New Chairman from portable lectern.**
 - Presents remarks.

(New Chairman makes his/her way to dais and sits in the seat the former Chairman vacated.)
26. **New Chairman from Chairman’s seat at dais.**
 - Introduces individual to deliver the closing prayer and benediction.

27. After the closing benediction, from seat at dais, Chairman announces the following:
- There will be a small reception in the 5th floor reception area.
 - Invites all to reception.
 - Announces the time the Regular Meeting will reconvene; the Board reconvenes at **4:30 P.M.** for the regularly scheduled meeting.
 - Asks for motion to adjourn for reception.

Additionally, Chairman requests that the Board remain in the Chambers for their official photo.

28. Commission and Aides remain in Chambers for official photos.
Photo Session – Immediately after benediction.
- **I.** Commission standing in front of dais for formal photo
 - **II.** Commission standing in front of dais for holiday photo
 - **III.** Commission seated at dais
 - **IV.** Commission seated at dais with the Commission Aides standing behind each Commissioner
29. Board reconvenes at **4:30 P.M.** for the regularly scheduled meeting.

Board of County Commissioners Leon County, Florida

Policy No. 98-7

Title: Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners

Date Adopted: October 29, 2013

Effective Date: October 29, 2013

Reference: Ch. 100.041, F.S.; Article II, Sec. 5, Florida Constitution

Policy Superseded: Policy 96-10, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners," adopted 6/11/96; Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners," adopted October 13, 1998; Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners," adopted October 10, 2006; Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners," adopted October 27, 2009

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 98-7, "Reorganization of the Board of County Commissioners," adopted by the Board of County Commissioners on October 27, 2009, is hereby repealed and superseded, and a revised policy is hereby adopted in its place, to wit:

Reorganization of the Board of County Commissioners

Reorganization of the Board of County Commissioners shall be conducted during the last regularly scheduled Board meeting in November of each year to elect a chairman and vice-chairman. However, during years when newly elected commissioners are installed, the reorganization of the board shall occur on the second Tuesday following the general election.

The reorganization shall be coordinated by the outgoing chairman and/or his or her designee. The outgoing chairman shall give a state-of-the-county address prior to turning the gavel over to the Chief Judge, Clerk of Court for the Second Judicial Circuit, or other official selected by the outgoing chairman, to preside over the election of the chairman and vice chairman. Following the election, the presiding official shall administer the following oath to the incoming chairman:

I, (name), do solemnly swear (or affirm) that I will well and faithfully execute the duties of the office of Chairman of the Leon County Board of County Commissioners to the best of my ability, so help me God."

Acceptance remarks by the newly sworn chairman, and recognitions, may be made prior to proceeding with the conduct of the regularly scheduled business of the Board.

**Reorganization of the Board of County Commissioners
and Installation of Newly Elected Commissioners
Policy No. 98-7**

Installation of Newly Elected Commissioners

In accordance with Ch. 100.041, F.S., newly elected County Commissioners shall be installed the second Tuesday following the general election. Such installation shall take place during a specially called meeting of the Board for the sole purpose of swearing in the newly elected commissioners.

The installation of newly elected County Commissioners, and the coordination of a swearing-in ceremony, shall be the responsibility of the Chairman of the Board and/or his or her designee. The Chief Judge and/or the Clerk of Court for the Second Judicial Circuit may be invited to preside over the ceremony and to administer the oath of office as prescribed in the Constitution of the State of Florida, Article II, Section 5, "Public Officers." The oath prescribed is as follows:

I do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of the office of County Commissioner on which I am now about to enter, so help me God.

Community and Media Relations

The Director of Community and Media Relations shall maintain suggested procedures for such ceremonies and provide counsel to the Chairman/designee in coordinating the inaugural and reorganization ceremonies. In addition, the Director of Community and Media Relations will ensure required and appropriate protocols and public notice of these ceremonies.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #3

Leon County Board of County Commissioners

Cover Sheet for Agenda #3

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization to Negotiate Agreements for Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Jon D. Brown, Director, Community and Media Relations
Lead Staff/ Project Team:	Shelly Kelley, Purchasing Director

Fiscal Impact:

This item has a fiscal impact. Funds for video production, creative design/development, print production, and strategic public relations/marketing communications services are allocated each year, based on the Board's approval of the annual budget.

Staff Recommendation:

Option #1: Authorize staff to negotiate agreements for Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services with Diane Wilkins Productions, North Public Relations, Taproot Creative, Trew Media, and VancoreJones Communications, and authorize the County Administrator to execute the agreements, in a form approved by the County Attorney.

Report and Discussion

Background:

In Leon County Government's continuous efforts to keep citizens informed on County services, programs and important issues facing the community, Leon County Community and Media Relations (CMR) utilizes multiple communication methods, including: video programming, printed materials, electronic communications, public relations, and marketing activities. Notwithstanding the outstanding work of CMR staff and that of other County departments and divisions, the relatively modest in-house resources devoted to these functions occasionally require the assistance of outside vendors to help with various communications, education, information and marketing services that demand additional staffing or needs beyond those available internally. These needs may include: production of educational/informational video programs; creative design and layout, writing and production of brochures, flyers and posters; development of creative and technical solutions for print media advertising and social networking; and strategic public relations and marketing communication services.

Analysis:

On June 30, 2014, the Purchasing Division advertised Request for Proposals (RFP) # BC-08-05-14-43 for Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services (Attachment #1). The RFP was advertised locally and 315 vendors were notified through the automated procurement system. A total of 33 vendors requested proposal packages. The proposals were opened on August 5, 2014, and there were six vendors who submitted proposals in one or more of the following three categories: Video Production, Creative Design and Development, and Strategic Public Relations and Marketing Communications (Attachment #2). There were no proposals submitted for the Print Production category. The vendors who submitted proposals were:

- Diane Wilkins Productions
- Moore Communications Group
- North Public Relations
- Taproot Creative
- Trew Media
- VancoreJones Communications

Moore Communications Group was deemed non-responsive by Purchasing due to the fact that there was no cost information included in their proposal.

An evaluation committee was formed to evaluate the proposals. The following committee members were appointed by the County Administrator:

- Jon D. Brown, Community and Media Relations
- Mathieu Cavell, Community and Media Relations
- Shington Lamy, County Administration
- Lauren Pace, Tourism Development

Title: Authorization to Negotiate Agreements for Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services

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The evaluation committee met on September 24, 2014 to receive the proposals, establish the process for review, elect a chair, discuss the overall evaluation of the proposals based on the criteria identified in the RFP, and recommend awards. Based upon the evaluation of the proposals, the team recommended that agreements be negotiated with the following vendors on a continuing supply basis in the categories indicated. There is no cost with retaining multiple vendors in each category on an as-needed basis; however, this will provide more flexibility when selecting a vendor for a specific project.

Vendor	Video Production	Creative Design & Development	Strategic Public Relations & Marketing Communications
Diane Wilkins Productions	X		
North Public Relations	X	X	X
Taproot Creative		X	X
Trew Media	X		
VancoreJones Communications		X	X

Based upon the 2009 Disparity Study Update, aspirational targets for subcontracting are not recommended for the Professional Services Procurement Category for Minority Business Enterprise (MBE) nor Women Business Enterprise (WBE) participation. Therefore, aspirational targets were not included in the Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services RFP.

The proposed term of all services agreements will initially be three years, followed by two one-year extensions, solely at the County's option, for a maximum total of five years.

Options:

1. Authorize staff to negotiate agreements for Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services with Diane Wilkins Productions, North Public Relations, Taproot Creative, Trew Media, and VancoreJones Communications, and authorize the County Administrator to execute the agreements, in a form approved by the County Attorney.
2. Do not authorize staff to negotiate agreements for Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. RFP # BC-08-05-14-43
2. Bid Tabulation Sheet
3. Final Scoring Sheet



REQUEST FOR PROPOSALS

FOR

**COUNTYWIDE CONTINUING SUPPLY OF VIDEO PRODUCTION,
CREATIVE DESIGN/DEVELOPMENT, PRINT PRODUCTION, AND
STRATEGIC PUBLIC RELATIONS AND MARKETING
COMMUNICATIONS SERVICES**

PROPOSAL NUMBER BC-08-05-14-43

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA**

Release Date: June 30, 2014

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services

Proposal Number: BC-08-05-14-43

Opening Date: Tuesday, August 5, 2014 at 2:00 p.m.

I. INTRODUCTION

Leon County Board of County Commissioners "Leon County" is accepting proposals from qualified vendors for the provision of public information- and public education-related services for Leon County Government in the following specific service areas: (A) Video Production, (B) Creative Design/Development, (C) Print Production, and (D) Strategic Public Relations and Marketing Communications. Leon County seeks full-service, professional, creative, technical, and production partners to assist in proactively facilitating the accurate, effective, timely, and consistent flow of public information to internal and external parties; enhancing community outreach efforts; and supporting and responding to the County's media partners. These partners, through their professional provision of services, will also assist the County's efforts to continuously enhance the community's ability to access Leon County Government, and to promote transparency and accountability.

A listing of specific professional services that Leon County is seeking in this Request for Proposals (RFP) can be found in Section III, Scope of Services.

Vendors may submit proposals for any one or more of the services (further instructions are in Section IV, Required Submittals). The County intends to award multiple contracts for the same or similar services to not more than five (5) firms in each of the service areas requested under this solicitation. Contract award will be based solely on the qualification information received from interested contractors. Firms awarded a contract under this request will become part of a pool of qualified bidders for work that will be available to County departments as needed. Following County purchasing requirements, departments may select one of the contractors or seek quotes from contractors for projects as the need arises.

Community and Media Relations will have final approval of all communication plans, creative design, layouts, collateral and media materials and other products unless stated otherwise, regardless of the County Department or Division ordering the work.

The County will maintain the copyright for all footage and all materials produced for any of these services and the successful contractor is precluded from distributing such footage or materials without the written authorization of the County.

The Agreement shall be for a period of three (3) years. After the initial three year period, at the sole option of the County, this Agreement may be extended for no more than two (2) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

II. GENERAL INSTRUCTIONS:

- A. Response Address: The response to the proposal should be submitted in a sealed envelope/package addressed in the following manner:

*RFP BC-08-05-14-43
Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308*

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Production, and Strategic Public Relations and Marketing Communications Services

Proposal Number: BC-08-05-14-43

Opening Date: Tuesday, August 5, 2014 at 2:00 p.m.

- B. Proposal Copies: **One ORIGINAL, five (5) copies and one electronic copy** of the Response ("Proposal") must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, non-electronic signature of an authorized representative of the responding firm or individual**, all other copies may be photocopies and should be printed double-sided. The contents of the proposal of the successful Proposer will become part of the contractual obligations.
- C. Schedule of Events: Below in Table 1 is the current schedule of the events that will take place as part of this RFP process. Leon County reserves the right to make changes or alterations to the Schedule of Events as the Leon County determines is in the best interest of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings.** The website addresses follow:

Addenda: <http://cms.leoncountyfl.gov/SolicitationsOnline>

Public Meetings: <http://www.leoncountyfl.gov/Purchasing/PublicMeetingNotices>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
June 30, 2014	Release of the RFP
Not later than: July 15, 2014 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Purchasing Division.
Not later than: August 5, 2014 at 2:00 p.m.	OPENING DATE: Date and time by which Proposals must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

- D. Information: Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Shelly Kelley and Don Tobin, phone (850) 606-1600; fax (850) 606-1601; E-mail KelleyS@leoncountyfl.gov and TobinD@leoncountyfl.gov. Proposers are requested to send the e-mail to both representatives. Email inquiries are preferred.

Each Vendor shall examine the request for proposal documents carefully; and, no later than seven days prior to the date for receipt of proposals, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board.

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Production, and Strategic Public Relations and Marketing Communications Services

Proposal Number: BC-08-05-14-43

Opening Date: Tuesday, August 5, 2014 at 2:00 p.m.

Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

- E. Prohibited Communications: Any Form of communication, except for written correspondence, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
1. Any person or person's representative seeking an award from such competitive solicitation; and
 2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

- F. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
- G. Proposer Registration: Proposers who obtain solicitation documents from sources other than the Leon County Purchasing Division or DemandStar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Proposer through the Purchasing Division or online through DemandStar.com may cause your submittal to be rejected as non-responsive.

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Production, and Strategic Public Relations and Marketing Communications Services

Proposal Number: BC-08-05-14-43

Opening Date: Tuesday, August 5, 2014 at 2:00 p.m.

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

- H. Proposal Deadline: Your Proposal prepared in response to this RFP must be received by the Purchasing Division at the above listed address no later than the Opening Date (date and time), as identified in the Schedule of Events, to be considered.
- I. Receipt and Opening of Vendor Responses: Vendor responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Proposals will be made public and will be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/Purchasing/TabulationSheets>. A vendor may request, in their submittal, a copy of the tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

- J. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE." Late proposals may be returned unopened to the vendor.
- K. Preparation Costs: The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- L. Interviews: Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- M. Preparation and Changes: Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- N. Reservation of Rights: The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- O. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Production, and Strategic Public Relations and Marketing Communications Services

Proposal Number: BC-08-05-14-43

Opening Date: Tuesday, August 5, 2014 at 2:00 p.m.

of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.

- P. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.
- Q. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- R. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

- S. Audits, Records, and Records Retention:

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of

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five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

T. Monitoring:

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

U. Local Preference in Purchasing and Contracting:

1. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
 - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent.
 - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent.

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2. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

3. Certification. Any vendor claiming to be a local business as defined herein, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements set forth above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

- V. Addenda To Specifications: If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://cms.leoncountyfl.gov/solicitationonline>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

- W. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

- X. Award of RFP and Protest: The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: <http://cms.leoncountyfl.gov/solicitationsonline> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award

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recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.

Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments or divisions regarding the vendor complaint.

- Y. Errors and Omissions: The County and its representatives shall not be responsible for any errors or omission in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.

III. SCOPE OF SERVICES

The County is seeking professional services for each of the following:

A. Video Production

Firms that wish to be considered for design and production of education/public information, other video programs and/or television advertisements shall at a minimum, be capable of providing what the County considers basic production services such as: concept development, instructional design, story boarding, scripting, casting, location scouting, videography, digital editing, 3-D animation, open captioning, audio production, scoring, and digital video production. The design and production should be of a quality consistent with industry standards.

The programming produced by firms should be of a quality consistent with local broadcast television and should be produced using commercial broadcast production standards. To be consistent with the programming needs of the County's government access channel, production equipment should be compatible with DVCAM, which the County currently utilizes for productions. The contractor will be responsible for the maintenance and replacement of all equipment and facilities used for this contract. The respondent should indicate equipment parameters as well as staffing charges in their proposal.

The County will maintain the copyright for all footage and materials produced and the successful contractor is precluded from distributing such footage or materials without the written authorization of the County.

A prime consideration in the evaluation of responses for these services will be the firm's ability to produce quality work and provide a quick turnaround on projects.

Video Program Formats: (subject to change: **.mp4 / DVD**)

Special Events – Ground-breaking ceremonies, community events, press conferences

Meetings / Seminars - The firm(s) may be required to produce or participate, in part, in a multi-camera shoot and provide all or part of the production equipment and personnel.

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PSAs -The firm(s) may be asked to produce PSAs to promote various County services, campaigns and initiatives.

The firm(s) duties may include:

1. Meetings with County departments / divisions
2. Script Writing
3. Scheduling shoots
4. Shooting B-roll
5. Script development
6. Editing and post-production

Each project will have a pre-determined deadline and the County will communicate the deadline to the Contractor in writing with a written Notice to Proceed. County staff and the Contractor must commit to meeting the established deadline. The length of shoots must be agreed upon in advance for the convenience of both parties. Travel and setup/breakdown time should be factored in the cost of the project. If the contractor is working on multiple segments, the contractor should schedule all day or half-day shoot so a project is shot in a cost effective and timely fashion.

B. Creative Design and Development

Firms that wish to be considered for the design, development, and/or writing of communication materials (brochures, booklets, flyers, invitations, print media advertising, billboard poster layout, displays, other printed materials, media campaigns, electronic media, including web design/development, social media creative, or related material, etc., shall, at a minimum, need to be capable of providing what the County considers basic creative design services, such as: concept development, copy writing, editing, proofing, design/layout, photography, stock photography acquisition, printing / appropriate pre-press and print management capability, ad placement, and similar accepted practices. Design includes all printed, web-based, static and dynamic media.

The design should be of a quality consistent with industry standards, and meets applicable brand guidelines established by the County. The County will maintain the copyright for all original creative works, photographs and brochures produced, and the successful contractor is precluded from distributing such materials without the written authorization of the County. The Office of Community and Media Relations will have final creative design direction, layout, and proofing approval.

C. Print Production

Firms that wish to be considered for the print production of brochures, booklets, flyers, invitations, other printed materials, etc., shall, at a minimum, need to be capable of providing what the County considers basic print production services, such as: proofing, design/layout, printing / appropriate pre-press and print management capability, binding of reports, and similar accepted practices.

The print production should be of a quality consistent with industry standards, and meets applicable brand guidelines established by the County. The County will maintain the copyright for all original creative works, materials produced, and the successful contractor is precluded from distributing such materials without the written authorization of the County. The Office of Community and Media Relations will have final creative design direction, layout, and proofing approval.

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D. Strategic Public Relations and Marketing Communications

Services may include: assistance in design and implementation of full-scale public relations and marketing campaigns, strategic communications counsel, key message development, copy writing and development of media and community-oriented materials, radio advertisement development, social media strategy and creation, and other public relations and marketing services.

For firms that wish to be considered for providing strategic public relations and marketing communications services, the County is soliciting the counsel of experienced communicators with a thorough understanding of an integrated marketing communications approach, and how it is applied to government communications.

Leon County continuously strives to keep citizens informed of county services, programs, and major projects. The County's goal is to encourage citizens to become more educated, engaged and involved in County government.

Firms that wish to be considered for this work should, at minimum, have a basic understanding of Florida's open records and Sunshine laws; have an intimate knowledge of the community, in terms of citizen expectations, demographics, and current events; have extensive experience in communicating complex issues to large and varied audiences; demonstrate a track record of measurable results; and have a proven, effective approach to account/client management that allows the client to take advantage of senior-level counsel and ensures proper follow-up and implementation. Employees of firms selected through this RFP will not serve as spokespersons for the County. All media contact will be handled directly through County staff, unless otherwise directed. Community and Media Relations will have final approval of communication plans, strategy for implementation, creative design direction/layout, collateral and media materials produced, unless stated otherwise.

IV. REQUIRED SUBMITTALS:

Responding individuals or firms must carefully prepare their responses in accord with these instructions. Failure to do so may result in the proposal being determined as non-responsive. As noted previously, vendors may submit proposals for any one service or all of the services requested and the appropriate Tab (2, 3, 4, and/or 5) included. Each of the services **must be addressed separately in your proposal** and presented in the Tabs as listed. Be sure to mark the sections as designated below. All respondents must complete Tabs 1 and 6.

Proposals are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings, three ring binders, or staples are acceptable. All copies of proposals are to be printed double-sided, on paper with no less than 30% post-consumer recycled content. As a part of our sustainability program, Leon County is reducing the excess packaging, binders, and waste associated with submittals.

A. TAB 1 – Company Information and Letter of Introduction (ALL Proposers)

This is a brief introductory section with a letter detailing the specific services being sought in the proposal. Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. The respondent must declare that the proposal is in all respects fair and in good faith without collusion or fraud. This section should also include the following:

- 1) Firm name or Joint Venture, business address and office location, telephone number.

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- 2) If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.
- 3) Address of the office that is to perform the work.
- 4) Federal Identification Tax Number or Social Security Number.
- 5) Give the name and title of the firm's primary representative for the proposal and address, telephone and fax numbers, and e-mail address.
- 6) The age of the firm, brief history, and average number of employees over the past five years.
- 7) Present size of firm, nature of services offered, and breakdown of staff by discipline.
- 8) Provide the total number of professionals in your organization and the estimated number of professionals and working hours of these professionals, to be assigned to this project at peak.
- 9) Names and descriptions of major projects for which the firm is presently under contract.
- 10) If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.
- 11) If the respondent is not a joint venture, list outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.

B. TAB 2 – Video Production

- 1) Describe your understanding of the work, how you would approach projects assigned, and outline the specific services to be provided. Address how your organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Also, describe how the team will implement project control systems for time, budget, and quality for projects.

Give brief resume of key persons to be assigned to the project including but, not limited to: name & title; education; and experience and qualifications that are relevant to this project.

List any outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.

- 2) Describe your proposed pre-production or planning process. Be specific in regards to identifying areas that the County could incur additional cost as the process unfolds. Include how the County will utilize the pre-production phase for review and approval. Ensure that a mutually agreed timeframe is allowed for County review and approval in each step that the County will be directly involved and/or approval is required.
- 3) Describe your post-production process and related County review and approval aspects. Identify areas in this process where the County may be responsible for additional costs incurred during the process. Ensure that a mutually agreed time frame is allowed for County review and approval in each step that the County will be directly involved and/or approval is required.
- 4) Detail creative and effective approaches the firm has undertaken to address traditional communications challenges. Examples may include utilization of unusual, edgy, creative, unexpected techniques to accomplish communications objectives.

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- 5) Provide examples of work. For video (and radio, if applicable), electronic media should include no more than 10 minutes of examples for each media.
- 6) Provide proposed fees (Attachment A) for Video Production Services, as defined herein for the initial three year term of the contract. The fees shall include all travel, equipment, and any other related expenses.

C. TAB 3 – Creative Design and Development

- 1) Describe your understanding of the work, how you would approach projects assigned, and outline the specific services to be provided. Address how your organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Also, describe how the team will implement project control systems for time, budget, and quality for projects.

Give brief resume of key persons to be assigned to the project including but, not limited to: name & title; education; and experience and qualifications that are relevant to this project.

List any outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.

- 2) Describe your approach to account/client management. Detail the process you would use to begin work when assigned a project for the County, and describe the major phases and evaluation the project would go through until completion, including methods of measurement. Include a thorough explanation of how your team approaches account management including internal information flow, senior-level staff involvement, client contact, internal and client approval processes, how you keep your clients informed of your activities, etc.
- 3) Detail creative and effective approaches the firm has undertaken to address traditional communications challenges. Examples may include utilization of unusual, edgy, creative, unexpected techniques to accomplish communications objectives.
- 4) For brochures or other printed materials, web development, and any other traditional or new media creative design and layout, provide no more than five examples.
- 5) Provide an itemized list, by category/classification, of all hourly rates and proposed fees of personnel anticipated to be utilized under the resultant contract (Attachment B) for Creative Design and Development Services. The fees shall include all travel, equipment, materials, and any other related expenses (e.g., insurance and permits, as well as percentages for the application of overhead and fringe benefits).

D. TAB 4 – Print Production

- 1) Describe your understanding of the work, how you would approach projects assigned, and outline the specific services to be provided. Address how your organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Also, describe how the team will implement project control systems for time, budget, and quality for projects.

Give brief resume of key persons to be assigned to the project including but, not limited to: name & title; education; and experience and qualifications that are relevant to this project.

List any outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.

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- 2) Describe your approach to account/client management. Detail the process you would use to begin work when assigned a project for the County, and describe the major phases and evaluation the project would go through until completion, including methods of measurement. Include a thorough explanation of how your team approaches account management including internal information flow, senior-level staff involvement, client contact, internal and client approval processes, how you keep your clients informed of your activities, etc.
- 3) Describe your production process and related County review and approval aspects. Be specific in regards to identifying areas that the County could incur additional cost as the process unfolds. Ensure that a mutually agreed timeframe is allowed for County review and approval in each step that the County will be directly involved and/or approval is required.
- 4) Provide no more than five examples of printed materials.
- 5) Provide proposed fees (Attachment C) for Print Production Services, as defined herein for the initial three year term of the contract. The fees shall include all travel, equipment, and any other related expenses.

E. TAB 5 – Strategic Public Relations and Marketing Communications

- 1) Describe your understanding of the work, how you would approach projects assigned, and outline the specific services to be provided. Address how your organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Also, describe how the team will implement project control systems for time, budget, and quality for projects.

Give brief resume of key persons to be assigned to the project including but, not limited to: name & title; education; and experience and qualifications that are relevant to this project.

List any outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.
- 2) For strategic public relations and marketing communications, firms should submit no more than two case studies, in addition to a sample communications plan developed for a client and a summary of the measurable, positive results achieved.
- 3) Describe your experience working with governmental entities, citing specific examples of projects. Discuss your experience in developing key messages that effectively communicate complex issues to a large and varied audience. Describe your experience in conducting public relations and marketing campaigns, specifically in Leon County, if applicable, and detail your results.
- 4) Describe your approach to account/client management. Detail the process you would use to begin work when assigned a project for the County, and describe the major phases and evaluation the project would go through until completion, including methods of measurement. Include a thorough explanation of how your team approaches account management including internal information flow, senior-level staff involvement, client contact, internal and client approval processes, how you keep your clients informed of your activities, etc.
- 5) Detail creative and effective approaches the firm has undertaken to address traditional communications challenges. Examples may include utilization of unusual, edgy, creative, unexpected techniques to accomplish communications objectives.
- 6) Provide an itemized list, by category/classification, of all hourly rates and proposed fees of personnel anticipated to be utilized under the resultant contract (Attachment D) for Strategic

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Public Relations and Marketing Communications Services. The fees shall include all travel, equipment, materials, and any other related expenses (e.g., insurance and permits, as well as percentages for the application of overhead and fringe benefits).

F. **TAB 6 – Required Forms (ALL PROPOSERS)**

Complete and submit the following included forms: Proposal Response Cover Sheet; Insurance Certification Form; Minority/Women Business Enterprise Participation Plan; Equal Opportunity/Affirmative Action Statement; Certification Regarding Debarment, Suspension, And Other Responsibility Matters, Primary Covered Transactions; Affidavit Certification Immigration Laws; Local Vendor Certification (if applicable)

V. SELECTION PROCESS

- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review and evaluate all proposals received on time. The Committee may, select one or more firms for interview based on the evaluation of the responses of each proposer.

Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings except for any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as a part of the competitive solicitation, or at which a vendor answers questions as a part of a competitive solicitation. Also, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.

Notice of all meetings shall be posted on the Purchasing Division website at: www.leoncountyfl.gov/Purchasing/notices/index.asp and in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to five (5) firms deemed to be most highly qualified to perform each of the requested services.
- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.
- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.
- F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:

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VIDEO PRODUCTION	
Company capability, staffing, and experience	25
Pre-Production Processes	20
Post-Production Capabilities	25
Creativity	15
Local Preference	5
Cost	10
TOTAL	100

CREATIVE DESIGN AND DEVELOPMENT	
Company capability, staffing, and experience	30
Account Management Approach	20
Creativity	35
Local Preference	5
Cost	10
TOTAL	100

PRINT PRODUCTION	
Company capability, staffing, and experience	30
Account Management Approach	20
Production Processes and Capabilities	35
Local Preference	5
Cost	10
TOTAL	100

STRATEGIC PUBLIC RELATIONS AND MARKETING COMMUNICATIONS	
Company capability, staffing, and experience	30
Account Management Approach	20
Strategy and Creativity	35
Local Preference	5
Cost	10
TOTAL	100

VI. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority/Women Small Business Enterprise Requirements

1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.
2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
 - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
 - b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
 - c. Provide increased levels of information and assistance available to MBE's and WBEs.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE's, please contact Shanea Wilks, MWSBE Director, at 1800-3 N. Blair Stone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

VIII. INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails

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to strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

Respondent 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 Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

1. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car).**
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured is required.**

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

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

- a. General Liability and Automobile Liability Coverages **(County is to be named as Additional Insured).**
 1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, and Strategic Public Relations and Marketing Communications Services

Proposal Number: BC-08-05-14-43

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of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

IX. TRAVEL EXPENSES

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Production, and Strategic Public Relations and Marketing Communications Services

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X. ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services

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PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley, Purchasing Director

Kristin Dozier, Chairman
Leon County Board of County Commissioners

This bid response is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY

(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Production, and Strategic Public Relations and Marketing Communications Services

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**ATTACHMENT A
Price Sheet – Video Production**

Item	Description	Unit Price
Item #	Description	Unit Price
1	Non-Linear Editing - Online graphics	
2	Offline (no graphics)	
3	1/2" dubbing (per hour)	
4	Scriptwriting (per hour)	
5	Teleprompter (per hour)	
6	Videographer (per hour)	
7	Studio w/ 3 camera (per hour)	
8	On Location w/1 broadcast quality camera (per hour)	
9	On Location w/2 broadcast quality camera (per hour)	
10	Professional Voice Over (per hour)	
11	Professional Location Lighting (per hour)	
12	Pre-planning (per hour)	
13	CD music cuts (each)	
14	Graphics - CG (per hour)	
15	Talent (per hour) - priced per project	
16	Producer (per hour)	
17	Masters provided on a DVCAM (each)	

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Production, and Strategic Public Relations and Marketing Communications Services

Proposal Number: BC-08-05-14-43

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ATTACHMENT B
Price Sheet – Creative Design and Development

Provide an itemized list, by category/classification, of all hourly rates and proposed fees of personnel anticipated to be utilized under the resultant contract for Creative Design and Development Services. The fees shall include all travel, equipment, materials, and any other related expenses (e.g., insurance and permits, as well as percentages for the application of overhead and fringe benefits).

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services

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ATTACHMENT C Price Sheet – Print Production

Provide proposed fees and all associated hourly rates of materials, equipment, and personnel anticipated to be utilized under the resultant contract for Print Production Services for the following project example specifications. The fees shall include all travel, equipment, materials, and any other related expenses (e.g., insurance and permits, as well as percentages for the application of overhead and fringe benefits).

Project Example #1 – Annual Report

9" x 12"

70 pages, plus cover

80# silk cover

80# silk text

Full Color (two-sided); bleeds

Qty: 2,000

Saddle-Stitched

Project Example #2 – Internal Newsletter/Magazine

8.5" x 11"

12 page, self cover

80# silk text

Full Color (two-sided); bleeds

Qty: 1,250

900-tabbed

Saddle-Stitched

Project Example #3 – Formal Invitation

4.25" x 5"

linen/parchment stock

One (1) PMS Color; 1/1, cover and inside.

No heavy solids; no bleed.

Qty: 500

Scored for efficient folding.

Project Example #4 – Flyer

5.5" x 8.5" (half page)

Cardstock, semi-gloss

Full Color (two-sided); bleeds

Qty: 1,000

Project Example #5 – Poster

24" x 36"

Standard weight stock, semi-gloss

Full Color (one-side); bleeds

Qty: 1,000

Project Example #6 – Editing (per hour)

Creative Design/Layout Editing for print production.

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Production, and Strategic Public Relations and Marketing Communications Services

Proposal Number: BC-08-05-14-43

Opening Date: Tuesday, August 5, 2014 at 2:00 p.m.

ATTACHMENT D

Price Sheet – Strategic Public Relations and Marketing Communications

Provide an itemized list, by category/classification, of all hourly rates and proposed fees of personnel anticipated to be utilized under the resultant contract for Strategic Public Relations and Marketing Communications Services. The fees shall include all travel, equipment, materials, and any other related expenses (e.g., insurance and permits, as well as percentages for the application of overhead and fringe benefits).

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Production, and Strategic Public Relations and Marketing Communications Services

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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Production, and Strategic Public Relations and Marketing Communications Services

Proposal Number: BC-08-05-14-43

Opening Date: Tuesday, August 5, 2014 at 2:00 p.m.

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability: Indicate Best Rating:
Indicate Best Financial Classification:

Business Auto: Indicate Best Rating:
Indicate Best Financial Classification:

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating:
Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

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Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers) - General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____ Signature _____
Typred or Printed

Date _____ Title _____
(Company Risk Manager or Manager with Risk Authority)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Production, and Strategic Public Relations and Marketing Communications Services

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AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____

NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services

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LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone: Fax:
If the above address has been for less than six months, please provide the prior address. Length of time at this address:	
Home Office Address:	Phone: Fax:

_____ Signature of Authorized Representative _____ Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____

By _____ of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____ as identification.

Return Completed form with supporting documents to:

**Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308**

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, if Any

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services

Proposal Number: BC-08-05-14-43

Opening Date: Tuesday, August 5, 2014 at 2:00 p.m.

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that:

- 1. I am _____
of the firm of _____

in response to the Request for Proposals for:

Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services, Countywide, Continuing Supply for Leon County, and that I executed the said proposal with full authority to do so.

- 2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

- 3. The statements contained in this affidavit are true and correct, and made with full knowledge that Leon County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Responder)

(Date)

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this ____ day of _____ 20__.

NOTARY PUBLIC

My Commission Expires: _____

Title: Request for Proposals for Countywide Continuing Supply of Video Production, Creative Design/Development, Production, and Strategic Public Relations and Marketing Communications Services

Proposal Number: BC-08-05-14-43

Opening Date: Tuesday, August 5, 2014 at 2:00 p.m.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Signature

Date

LEON COUNTY PURCHASING DIVISION
REVISED TABULATION SHEET
BC-08-05-14-43

RFP Title: Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services

Opening Date: Tuesday, May 20, 2014 @ 2:00 PM

Item/Vendor	North Public Relations	Diane Wilkins Production	Moore Communication Group	Vancore Jones	Trew Media	Taproot Creative
Manual Signature	Yes	Yes	Yes	Yes	Yes	Yes
Attachment A – Video Production	Yes	Yes	No	No	Yes	No
Attachment B – Creative Design & Dev.	Yes	No	No	Yes	No	Yes
Attachment C – Print Production	No	No	No	No	No	No
Attachment D – PR & Marketing	Yes	No	No	Yes	No	Yes
Equal Opportunity/Affirmative Action Statement	Yes	Yes	Yes	Yes	Yes	Yes
Insurance Certification	Yes	Yes	Yes	Yes	Yes	Yes
Certification of Debarment	Yes	Yes	Yes	Yes	Yes	Yes
Immigration	Yes	Yes	Yes	Yes	Yes	Yes
Non-Collusion	Yes	Yes	Yes	Yes	Yes	Yes
Drug Free Workplace Form	Yes	Yes	Yes	Yes	Yes	Yes
Tie Bid						
No Bid Document						

Tabulated By:

**Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic
Public Relations and Marketing Communications Services**

VIDEO PRODUCTION				
	Maximum Possible Points	Diane Wilkins Productions	North Public Relations	Trew Media
Company capability, staffing, and experience	25	20	25	20
Pre-Production Processes	20	19	18	19
Post-Production Capabilities	25	15	25	22
Creativity	15	10	14	14
Local Preference	5	5	5	5
Cost	10	8	7	8
TOTAL	100	77	94	88

**Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic
Public Relations and Marketing Communications Services**

CREATIVE DESIGN & DEVELOPMENT				
	Maximum Possible Points	North Public Relations	Taproot Creative	Vancore Jones
Company capability, staffing, and experience	30	29	29	29
Account Management Approach	20	17	19	19
Creativity	35	32	34	30
Local Preference	5	5	5	5
Cost	10	8	9	9
TOTAL	100	91	96	92

**Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic
Public Relations and Marketing Communications Services**

PUBLIC RELATIONS & MARKETING COMMUNICATIONS				
	Maximum Possible Points	North Public Relations	Taproot Creative	Vancore Jones
Company capability, staffing, and experience	30	29	29	29
Account Management Approach	20	17	19	19
Strategy and Creativity	35	30	30	30
Local Preference	5	5	5	5
Cost	10	8	9	9
TOTAL	100	89	92	92

**Leon County
Board of County Commissioners**


Notes for Agenda Item #4

Leon County Board of County Commissioners

Cover Sheet for Agenda #4

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Payment of Bills and Vouchers Submitted for October 14, 2014 and Pre-Approval of Payment of Bills and Vouchers for the Period of October 15 through October 27, 2014

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/Project Team:	Scott Ross, Director, Office of Financial Stewardship

Fiscal Impact:

This item has a fiscal impact. All funds authorized for the issuance of these checks have been budgeted.

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for October 14, 2014, and pre-approve the payment of bills and vouchers for the period of October 15 through October 27, 2014.

Title: Approval of Payment of Bills and Vouchers Submitted for October 14, 2014 and Pre-Approval of Payment of Bills and Vouchers for the Period of October 15 through October 27, 2014

October 14, 2014

Page 2

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval October 14, 2014 and pre-approval of payment of bills and vouchers for the period of October 15 through October 27, 2014. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the October 14, 2014 meeting, the morning of Monday, October 13, 2014. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board not holding a regular meeting the third Tuesday in October, it is advisable for the Board to pre-approve payment of the County's bills for October 15 through October 27, 2014, so that vendors and service providers will not experience hardship because of delays in payment. The OMB office will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

Options:

1. Approve the payment of bills and vouchers submitted for October 14, 2014, and pre-approve the payment of bills and vouchers for the period of October 15 through October 27, 2014.
2. Do not approve the payment of bills and vouchers submitted for October 14, 2014, and do not pre-approve the payment of bills and vouchers for the period of October 15 through October 27, 2014.
3. Board direction.

Recommendation:

Option #1.

VSL/AR/SR/cc

**Leon County
Board of County Commissioners**


Notes for Agenda Item #5

Leon County Board of County Commissioners

Cover Sheet for Agenda #5

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization to Carry Forward FY 2014 Appropriations

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Timothy Barden, Principal Management & Budget Analyst Felisa Barnes, Principal Management & Budget Analyst Don Lanham, Grants Coordinator

Fiscal Impact:

This item carries forward operating, grant, and capital funds originally appropriated in the FY 2014 budget into the FY 2015 adopted budget to provide continued project funding.

Staff Recommendation:

Option #1: Authorize the carry forward of FY 2014 appropriations to the FY 2015 budget, and approve the Resolution and associated Budget Amendment Request (Attachment #1).

Report and Discussion

Background:

Before approving carry forward requests, the Office of Financial Stewardship's Office of Management and Budget works with program managers to identify projects not completed by the end of the fiscal year. The funds for approved requests are then carried forward to the new budget and made available for continued project funding.

Analysis:

The FY 2014 carry forward lists each operating, capital and grant project to be brought forward into FY 2015. For operating budget carry forwards, the corresponding requested funding amounts and footnote justifications are provided (Attachment #1, page 1). These funds will be added to the FY 2015 adopted budget for the sole purpose of completing the projects for which the funds were originally appropriated in FY 2014.

The capital carry forward appropriates supplementary funding in the amount \$700,000. Of this \$500,000 is needed to replace windows at the County Jail. Recent inspections associated with other ongoing improvements at the jail, indicate that the jail windows need to be replaced now in order to ensure proper safety and security at the facility. Consistent with the June 10, 2014 Budget Workshop, the carry forward includes the funding to support the Fred George Park improvements. Also, consistent with Board actions on the Lake Jackson Sense of Place Initiative and to implement the proposed plan design in a timely fashion, an acceleration of programmed out year funding of capital reserves of (\$200,000) is appropriated to implement improvements at the Lake Jackson boat landing. Future allocations may be requested through out year budgets pending final design and approval.

Options:

1. Authorize the carry forward of FY 2014 appropriations to the FY 2015 budget, and approve the Resolution and associated Budget Amendment Request (Attachment #1).
2. Do not authorize the carry forward of FY 2014 appropriations to the FY 2015 budget.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Resolution and Budget Amendment for FY 2014 Carry Forward Accounts

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2014/2015; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 14th day of October, 2014.

LEON COUNTY, FLORIDA

BY: _____
Kristin Dozier, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney

**FISCAL YEAR 2014/2015
BUDGET AMENDMENT REQUEST**

No: BAB15001
Date: _____

Agenda Item No: _____
Agenda Item Date: _____

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			

Fiscal Year 2014 Carry Forwards See Attached	-
	-
	-
	-

Subtotal:

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			

-

Subtotal:

-

Purpose of Request:

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution

Motion

Administrator

FY 2013/2014 Operating Carry Forwards

Account Description	Fund	Org	Account	Program	Revenue	Expenditure
1 - General Fund						
Appropriated Fund Balance	001	000	399900	000	3,871,118	
County Attorney						
Professional Services	001	120	53100	514		50,000
Facilities Management						
Repairs and Maintenance	001	150	54600	519		331,172
Machinery & Equipment	001	150	56400	519		9,716
Repairs and Maintenance	001	410	53400	529		32,033
Health & Human Services						
Medicaid	001	370	58343	564		16,892
Other Contractual Services	001	971	53400	562		34,106
Other Current Charges	001	971	54900	562		468,392
Planning Department						
Aid to Government Agencies	001	817	58100	515		270,000
Non-Operating Expenses						
Aid to Private Organizations	001	820	58200	519		34,250
Other Contractual Services	001	820	54900	519		60,000
Catastrophe Reserve Account						
Catastrophe Reserves	001	990	58602	519		2,564,557
General Fund Subtotal					3,871,118	3,871,118
2 - Fine & Forfeiture						
Appropriated Fund Balance	110	000	399900	000	582,641	
Diversionsary Program						
Other Contractual Services	110	508	53400	569		10,641
Juvenile Detention Payment						
Aid to Government Agencies	110	620	58100	689		572,000
Fine & Forfeiture Subtotal					582,641	582,641
3-Municipal Services Fund						
Appropriated Fund Balance	140	000	39900	000	267,230	
Other Contractual Services	140	201	53400	562		250,000
Machinery & Equipment	140	201	56400	562		11,785
Machinery & Equipment	140	436	56400	572		5,445
Municipal Services Subtotal					267,230	267,230
4 - Tourist Development Council						
Appropriated Fund Balance	160	000	399900	000	5,193,772	
Marketing						
Promotional Activities	160	303	54800	552		16,800
Marketing	160	303	54860	552		5,000
Other Contractual Services	160	303	54900	552		5,500
Special Events Grants						
Signature Event Fund	160	304	58300	550		62,500
TDC 1 Cent						
Aid to Government Agencies	160	305	58100	552		5,053,972
Line Item Funding						
Line Item Funding	160	888	58300	552		50,000
Tourist Development Council Subtotal					5,193,772	5,193,772
5 - Housing Finance Authority						
Appropriated Fund Balance	161	000	399900	000	200,000	
Housing Finance Authority - Admin						
Housing Rehabilitation	161	808	585000	554		200,000
Housing Finance Authority Subtotal					200,000	200,000
6-Solid Waste						
Appropriated Fund Balance	401	000	399000	000	25,000	
Promotional Activities	401	471	54800	534		25,000
Solid Waste Subtotal					25,000	25,000

***Unless otherwise noted, all operating carry forwards funded are for projects started and funded in FY14 but not completed by September 30, 2014**

1- General Fund
County Attorney: \$50,000 for Englehard/BASF involvement; PACE litigation, and the Grady County Dam case.
Facilities Management: \$192,552 to complete the unanticipated roof repair at the Huntington Oaks building; \$92,000 for continued signage and rebranding efforts; \$6,558 for Eastside Library lighting; \$5,987 for surveillance at Main Library; \$22,652 for Traffic Court lighting; \$11,423 for flooring at the Welcome Center; and \$9,716 for a utility vehicle.
Public Safety Complex: \$32,033 for maintenance and equipment upgrades.
Health & Human Services: \$16,892 for Medicaid; and \$34,106 for modification online automated system software. \$364,179 for Bond Community Health Center and \$104,213 for Neighborhood Medical Center for year end patient visits and matching funds for the Agency for Health Care Administration(ACHA).
Planning Department \$270,000 for true-up and close out of the Planning Department FY13 budget.
Be The Solution: \$29,250 to fund Be the Solution.
Heart Walk: \$5,000 for support of the Heartwalk campaign.
Local Instructure Surtax Education Campaign: \$60,000 for the community education campaign for the continuation of the Local Government Infrastructure Surtax
Catastrophe Reserve Account: \$2,564,557 emergency reserves for declared natural disasters. These funds are appropriated to be in compliance with the County reserve policy. In addition, these funds are considered to be included in the 15% to minimum reserve requirement.

2 - Fine & Forfeiture
Diversionsary Program: \$10,641 for PSCC mental health competency restoration services.
Juvenile Detention Payment: \$572,000 for the Dept. of Juvenile Justice payments associated with the Florida Association of Counties lawsuit.

3- Municipal Services
Contractual Obligations: \$210,000 for last quarterly payment and true up for FY14 and and \$40,000 HVAC capital repairs contribution to the Animal Shelter; \$11,785 for the Animal Control Trailer; \$5,445 for an equipment trailer for Parks and Recreation.

4- Tourist Development Council
Marketing: \$16,800 for destination photography. \$5,000 for Meetings & Conventions Familiarization Tour; \$5,500 for marketing roll-out event; and \$5,000 for the Veteran's Cost of Freedom Tribute display at Tom Brown Park.
Special Events Grants: \$62,500 for Signature Event fund.
TDC 1 Cent: \$5,053,972 dedicated from the 1 Cent Tourist Tax is budgeted to distinguish these funds from the 3rd and 5th Cent Taxes. \$250,000 of this carry forward amount is dedicated to restroom as the Cascade Park Amphitheatre.
Line Item Funding: \$50,00 for Word of the South.

5 - Housing Finance Authority
Housing Finance Authority - Admin: \$200,000 in fund balance to continue the housing repair program which is funded by dedicated bond proceeds.

6- Solid Waste
Promotions and Public Education:\$25,000 received from Waste Pro for the promotion and public education regarding solid waste services.

FY 2013/2014 Capital Improvement Carry Forwards						
Account Description	Fund	Org	Account	Program	Revenue	Expenditure
Growth Management: Fund 120						
Appropriated Fund Balance	120	000	399900	000	12,208	
Growth Management Technology	120	076055	56400	524		12,208
Growth Management Subtotal					12,208	12,208
Emergency Medical Services: Fund 135						
Appropriated Fund Balance	135	000	399900	000	1,000,814	
EMS Vehicle & Equipment Replacement	135	026014	56400	526		1,000,814
Emergency Medical Services Subtotal					1,000,814	1,000,814
Municipal Service: Fund 140						
Appropriated Fund Balance	140	000	399900	000	51,661	
Volunteer Fire Department	140	096002	56200	522		51,661
Municipal Service Subtotal					51,661	51,661
Tourist Development: Fund 160						
Appropriated Fund Balance	160	000	399900	000	22,818	
Welcome Center Roof Replacement	160	086065	56200	552		22,818
Tourist Development Subtotal					22,818	22,818
Bank of America: Fund 165						
Appropriated Fund Balance	165	000	399900	000	1,056,146	
BOA Renovations	165	086025	56200	519		1,056,146
Bank of America Subtotal					1,056,146	1,056,146
Huntington Oaks Plaza: Fund 166						
Appropriated Fund Balance	166	000	399900	000	24,895	
Huntington Oaks Plaza Building Improvements	166	083002	56300	519		24,895
Huntington Oaks Subtotal					24,895	24,895
Capital Improvement: Fund 305						
Appropriated Fund Balance	305	000	399900	000	8,430,886	
General Vehicle & Equipment	305	026003	56400	519		123,571
Stormwater Vehicle & Equipment	305	026004	56400	538		227,998
Fleet Management Shop Equipment	305	026010	56400	519		33,128
Woodville Community Park	305	041002	56200	572		100,000
Fred George Park	305	043007	56300	572		50,254
Okeeheepkee Prairie Park	305	043008	56300	572		315,000
Miccosukee Park	305	044002	56300	572		32,767
Miccosukee Greenways	305	044003	56300	572		28,675
Pedrick Pond Stormwater Reuse Irrigation System	305	045007	56300	572		165,394
Parks Capital Maintenance	305	046001	56300	572		143,249
Playground Equipment Replacement	305	046006	56300	572		29,975
New Vehicle and Equipment for Parks/Greenways	305	046007	56400	572		17,005
Athletic Field Lighting	305	046008	56300	572		172,866
Greenways Capital Maintenance	305	046009	56300	572		58,500
St. Marks Headwaters	305	047001	56300	572		123,944
St. Marks Headwaters	305	047001	56400	572		75,000
Transportation and Stormwater Improvements	305	056010	56300	541		1,865,264
Killearn Lakes Stormwater	305	064006	56300	538		74,367
Stormwater Structure Inventory and Mapping	305	066003	56300	538		757,514
TMDL Flood Control	305	066004	56300	538		100,000
Stormwater Filter Repair Equipment	305	066026	56300	562		23,489
Financial Hardware and Software	305	076001	56400	519		54,588
Data Wiring	305	076003	56400	519		7,800
File Server Maintenance	305	076008	56410	519		33,562
Geographic Information Systems	305	076009	56490	539		123,554
Library Services Technology	305	076011	56400	571		6,021
Permit & Enforcement Tracking System	305	076015	56400	537		290,108
Technology in Courtrooms	305	076023	56400	519		102,374
Work Order Management	305	076042	56400	519		18,929
State Attorney Technology	305	076047	56410	519		13,700
Records Management	305	076061	56400	519		26,479
E-Filing System for Court Documents	305	076063	56400	519		146,219
MIS Data Center/Elevator Halon System	305	076064	56400	519		70,000

Account Description	Fund	Org	Account	Program	Revenue	Expenditure
Courtroom Renovations	305	086007	56200	519		70,589
Courthouse Security	305	086016	56200	519		5,134
Courthouse Repairs	305	086024	56200	519		257,896
BOA Renovations	305	086025	56200	519		21,530
Courthouse Renovations	305	086027	56293	519		30,000
Jail Renovations	305	086031	56200	523		500,000
Parking Lot Maintenance	305	086033	56300	519		6,743
Main Library Improvements	305	086053	56300	571		103,641
Centralized Storage Facility	305	086054	56201	519		62,066
Community Services Building Renovations	305	086062	56201	519		172,515
Medical Examiner Facility	305	086067	53100	527		37,825
Lake Jackson TC Sense of Place Initiative	305	086068	56300	519		300,000
Business Incubator	305	086069	56200	552		14,366
Fairgrounds Sense of Place Initiative	305	086070	56393	519		50,000
Elections Equipment	305	096015	56400	513		1,056,082
Public Safety Complex Joint Dispatch: Facilities	305	096016	56200	529		200,000
Public Safety Complex Joint Dispatch: MIS	305	096016	56400	529		50,000
Capital Grant Match	305	096019	56300	559		81,205
Capital Improvement Subtotal					8,430,886	8,430,886
Gas Tax: Fund 306						
Appropriated Fund Balance	306	000	399900	000	2,140,649	
Public Works: Vehicle & Equipment Replacement	306	026005	56400	541		125,000
Transportation and Stormwater Improvements	306	056010	56300	541		1,582,535
Sidewalk Program	306	056013	56300	541		379,569
Bradfordville Pond 4 Outfall Stabilization	306	064005	56300	538		50,000
Work Order Management	306	076042	56400	541		3,545
Gas Tax Subtotal					2,140,649	2,140,649
Local Option Sales Tax: Fund 308						
Appropriated Fund Balance	308	000	399900	000	11,027,860	
OGCM Stabilization	308	026006	56300	541		141,764
Pullen-Old Bainbridge Intersection	308	053002	56300	541		546,489
Bannerman - Thomasville to Meridian	308	054003	56300	541		408,269
Beechridge Trail Improvements	308	054010	56300	541		501,435
Arterial/Collector Resurfacing	308	056001	56300	541		1,651,891
Intersection Safety and Improvements	308	057001	56300	541		5,500,761
Jail Renovations	308	086031	56200	523		2,277,251
Local Option Sales Tax Subtotal					11,027,860	11,027,860
Extended Local Option Sales Tax: Fund 309						
Appropriated Fund Balance	309	000	399900	000	11,572,508	
Fred George Park	309	043007	56300	572		2,738,775
Natural Bridge Road	309	051006	56300	541		44,099
Arterial/Collector Resurfacing	309	056001	56300	541		1,850,000
Community Safety and Mobility	309	056005	56300	541		1,600,623
Intersection Safety and Improvements	309	057001	56300	541		377,687
Lake Munson Restoration	309	062001	56300	538		227,599
Lakeview Bridge	309	062002	56300	538		752,901
Longwood Subdivision Retrofit	309	062004	56100	538		223,578
Gum Road Stormwater Project	309	062005	56300	538		2,147,929
Killearn Acres Drainage	309	064001	56300	538		426,372
Killearn Lakes Stormwater	309	064006	56300	538		571,085
Lafayette Street Stormwater	309	065001	56300	538		611,860
<i>Subtotal</i>					11,572,508	11,572,508
Blueprint Joint Participation Agreement (JPA) Rev.	309	000	343916	000	5,387,978	
Lexington Regional SWMF	309	063005	56100	538		4,626,159
Blueprint 2000 Water Quality Enhancements	309	067002	56300	538		761,819
<i>Subtotal</i>					5,387,978	5,387,978
Extended Local Option Sales Tax Subtotal					16,960,486	16,960,486
1999 Bond Construction Fund: Fund 318						
Appropriated Fund Balance	318	000	399900	000	441,826	
Okeeheepkee Prairie Park	318	043008	56300	572		426,785
Elections Equipment	318	096015	56400	513		15,041
1999 Bond Construction Fund Subtotal					441,826	441,826

Account Description	Fund	Org	Account	Program	Revenue	Expenditure
Impact Fee - Countywide Road District: Fund 341						
Appropriated Fund Balance	341	000	399900	000	1,704,398	
North Monroe Turn Lane	341	053003	56300	541		1,704,398
Impact Fee - Countywide Road District Subtotal					1,704,398	1,704,398
Impact Fee - NW Urban Collector: Fund 343						
Appropriated Fund Balance	343	000	399900	000	339,347	
Pullen-Old Bainbridge Intersection	343	053002	56300	541		339,347
Impact Fee - SE Urban Collector Subtotal					339,347	339,347
Solid Waste: Fund 401						
Appropriated Fund Balance	401	000	399900	000	765,159	
Landfill Improvements	401	036002	56300	534		175,295
Solid Waste Heavy Equipment	401	036003	56400	534		5,603
Transfer Station Heavy Equipment	401	036010	56400	534		34,373
Scale/Scalehouse	401	036013	56400	534		125,000
Transfer Station: Improvements	401	036023	56300	534		275,742
Solid Waste Master Plan	401	036028	56300	534		100,000
Rural/Hazardous Waste Vehicle	401	036033	56400	534		30,396
Solid Waste Pre-fabricated Building	401	036041	56200	534		18,750
Solid Waste Subtotal					765,159	765,159

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
Ship Trust Fund 2013-2016						
Revenue	124	932045	345100	000	6,176	
SHIP	124	932045	585000	554		6,176
Subtotal					6,176	6,176
Ship Trust Fund 2013-2015						
Revenue	124	932046	345100	000	168,640	
SHIP	124	932046	585000	554		168,640
Subtotal					168,640	168,640
Ship Trust Fund 2014-2017						
Revenue	124	932047	345100	000	440,647	
SHIP	124	932047	585000	554		440,647
Subtotal					440,647	440,647
Significant Benefit District 2 (Mahan/Woodville/Weems)						
Revenue - Capacity Fee	125	009009	363244	000	83,374	
Improvements Other than Buildings	125	009009	56300	541		83,374
Subtotal					83,374	83,374
Significant Benefit District 1 {Northeast Quadrant}						
Revenue - Capacity Fee	125	009010	363244	000	99,579	
Improvements Other than Buildings	125	009010	56300	541		99,579
Subtotal					99,579	99,579
Significant Benfit District 4						
Revenue	125	009012	363244	000	62,499	
Improvements Other than Buildings	125	009012	56300	541		62,499
Subtotal					62,499	62,499
Fred George Park						
Revenue	125	043007	337701	000	646,661	
Improvements Other than Buildings	125	043007	56300	541		646,661
Subtotal					646,661	646,661
Miccosukee Greenways						
Revenue - State Grant	125	044003	334785	000	71,988	
Improvements Other than Buildings	125	044003	56300	537		71,988
Subtotal					71,988	71,988

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
St. Marks Headwaters						
Revenue	125	047001	337702	000	1,482,077	
Improvements Other than Buildings	125	047001	56300	572		1,482,077
Subtotal					1,482,077	1,482,077
Pullen-Old Bainbridge Intersection						
Revenue - Capacity Fee	125	053002	363244	000	292,903	
Improvements Other than Buildings	125	053002	56300	541		292,903
Subtotal					292,903	292,903
Bannerman - Thomasville to Meridian						
COT Reimbursement	125	054003	337404	000	1,649,782	
Improvements Other than Buildings	125	054003	56300	541		1,649,782
Subtotal					1,649,782	1,649,782
Beechridge Trail Improvements						
Revenue - Capacity Fee	125	054010	363244	000	246,662	
Improvements Other than Buildings	125	054010	56300	541		246,662
Subtotal					246,662	246,662
Intersection & Safety Improvements						
Revenue - Capacity Fee	125	057001	363244	000	96,037	
Improvements Other than Buildings	125	057001	56300	541		96,037
Subtotal					96,037	96,037
SR 20/Geddie Road Project						
Revenue	125	057008	334491	000	225,000	
Improvements Other Than Buildings	125	057008	56300	541		225,000
Subtotal					225,000	225,000
Mosquito Control Grant						
Revenue	125	214	334610	000	29,457	
Machinery & Equipment	125	214	56400	562		29,457
Subtotal					29,457	29,457
Library E-Rate Program						
Revenue	125	912013	369910	000	13,002	
Other Contractual Services	125	912013	53400	571		6,502
Machinery and Equipment	125	912013	56400	571		6,500
Subtotal					13,002	13,002

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
Library Patron Donations						
Revenue - Contributions	125	913023	366000	000	24,768	
Professional Services	125	913023	53100	571		2,260
Other Contractual Services	125	913023	53400	571		1,183
Office Supplies	125	913023	55100	571		2,833
Machinery and Equipment	125	913023	56400	571		18,492
Subtotal					24,768	24,768
Capelouto Donation						
Revenue	125	913024	366000	000	6,826	
Books, Publications and Library Materials	125	913024	56600	571		6,826
Subtotal					6,826	6,826
Friends Literacy Contract						
Revenue	125	913045	337714	000	21,818	
Postage	125	913045	54200	571		2,545
Office Supplies	125	913045	55100	571		5,878
Operating Supplies	125	913045	55200	571		7,972
Books, Publications and Library Materials	125	913045	56600	571		5,424
Subtotal					21,818	21,818
Federal Forestry						
Revenue	125	914014	333000	000	1,026	
Travel & Per Diem	125	914014	54000	537		1,026
Subtotal					1,026	1,026
Title III Federal Forestry						
Revenue	125	914015	333000	000	13,374	
Other Current Charges & Obligations	125	914015	54900	537		13,374
Subtotal					13,374	13,374
Slosberg Driver Education						
Revenue - Driver Education CFWD	125	915013	348532	000	107,113	
Other Grants and Aids	125	915013	58300	529		107,113
Subtotal					107,113	107,113
Community Foundation of North Florida						
Revenue	125	915058	366310	000	750	
Other Current Charges & Obligations	125	915058	54908	519		750
Subtotal					750	750

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
DOT - Big Bend Scenic Byway						
Revenue - FHWA Grant	125	916016	331390	000	47,264	
Other Miscellaneous Revenue	125	916016	369900	000	6,686	
Regular Salaries and Wages	125	916016	51200	529		37,450
Other Contractual Services	125	096016	56400	529		16,500
Subtotal					53,950	53,950
DOT - Big Bend Scenic Byway						
Revenue - FHWA Grant	125	916017	331390	000	660,156	
BBSB Cash Match	125	916017	369900	000	88,220	
Leon County Cash match	125	916017	369906	000	18,314	
Other Contractual Services	125	916017	56400	529		766,690
Subtotal					766,690	766,690
Sustainable Communities Summit						
Sustainable Communities TAG grant	125	917015	334613	000	25,000	
Aid to Government Agencies	125	917015	53400	559		25,000
Subtotal					25,000	25,000
Southwood Pmt - Woodville Highway						
Revenue - Southwood Proportional Share	125	918001	363250	000	50,178	
Aid to Government Agencies	125	918001	58100	541		50,178
Subtotal					50,178	50,178
Boating Improvement						
Revenue - State Grant	125	921043	334792	000	163,415	
Improvements Other than Buildings	125	921043	56300	572		163,415
Subtotal					163,415	163,415
Robinson Road Flood Relief						
Revenue	125	926105	334367	000	350,000	
Improvements Other Than Buildings	125	926105	56300	538		350,000
Subtotal					350,000	350,000
Septic to Sewer Project						
Revenue	125	926155	334352	000	75,000	
Improvements Other Than Buildings	125	926155	56300	535		75,000
Subtotal					75,000	75,000

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
Housing Services Home Expo						
Revenue	125	932014	334511	000	695	
Promotional Activities	125	932014	54800	554		695
Subtotal					695	695
Florida Hardest Hit Program						
Revenue	125	932016	334512	000	25,000	
Regular Salaries and Wages	125	932016	51200	554		20,503
FICA Taxes	125	932016	52100	554		1,560
Retirement Contribution	125	932016	52200	554		1,841
Workers Compensation	125	932016	52400	554		96
Office Supplies	125	932016	55100	554		1,000
Subtotal					25,000	25,000
CDBG Disaster Recovery - Administration						
Revenue - Federal Grant	125	932060	331530	000	34,343	
Other Contractual Services	125	932060	53400	569		34,343
Subtotal					34,343	34,343
DREF Oakridge Flooded Property Acquisition						
Revenue	125	932069	331531	000	64,096	
Improvements Other Than Buildings	125	932069	56300	538		64,096
Subtotal					64,096	64,096
CDBG Disaster Recovery HOPE Community						
Revenue	125	932072	331530	000	83,320	
Road Materials and Supplies	125	932072	55300	538		83,320
Subtotal					83,320	83,320
CDBG Disaster Recovery Roof Replacement Program						
Revenue	125	932074	399900	000	69,418	
Housing Rehabilitation	125	932074	585999	569		69,418
Subtotal					69,418	69,418
DREF Autumn Woods Stormwater Mitigation						
Revenue	125	932075	399900	000	717,535	
Improvements Other Than Buildings	125	932075	56300	538		717,535
Subtotal					717,535	717,535

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
DREF Single Family Housing Rehabilitation						
Revenue	125	932076	399900	000	560,500	
Housing Rehabilitation	125	932076	585000	554		560,500
Subtotal					560,500	560,500
DCF Drug Testing						
Revenue - Federal Grant	125	943085	33420	000	46,092	
Other Contractual Services	125	943085	53400	622		46,092
Subtotal					46,092	46,092
Sidewalk Program District 1						
Sidewalk Fees	127	001000	363243	000	12,922	
Pool Interest Allocation	127	001000	361111	000	212	
Road Materials and Supplies	127	001000	55300	541		13,134
Subtotal					13,134	13,134
Sidewalk Program District 2						
Sidewalk Fees	127	002000	363243	000	22,922	
Pool Interest Allocation	127	002000	361111	000	314	
Road Materials and Supplies	127	002000	55300	541		23,235
Subtotal					23,235	23,235
Sidewalk Program District 3						
Sidewalk Fees	127	003000	363243	000	65,257	
Pool Interest Allocation	127	003000	361111	000	768	
Road Materials and Supplies	127	003000	55300	541		66,025
Subtotal					66,025	66,025
Sidewalk Program District 4						
Sidewalk Fees	127	004000	363243	000	50,945	
Pool Interest Allocation	127	004000	361111	000	749	
Road Materials and Supplies	127	004000	55300	541		51,694
Subtotal					51,694	51,694
Sidewalk Program District 5						
Sidewalk Fees	127	005000	363243	000	5,940	
Pool Interest Allocation	127	005000	361111	000	86	
Road Materials and Supplies	127	005000	55300	541		6,026
Subtotal					6,026	6,026

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
Friends Library Endowment						
Revenue	127	913115	337716	000	126,464	
Other Contractual Services	127	913115	53400	571		12,184
Promotional Activities	127	913115	54800	571		615
Operating Supplies	127	913115	55200	571		2,773
Books, Publications and Library Materials	127	913115	56600	571		110,892
Subtotal					126,464	126,464
Van Brunt Library Trust						
Revenue	127	913200	337725	000	154,612	
Pool Interest Allocation	127	913200	361111	000	775	
Other Contractual Services	127	913200	53400	571		155,387
Subtotal					155,387	155,387
Tree Bank						
Tree Bank Donations	127	921053	337410	000	72,522	
Pool Interest Allocation	127	921053	361111	000	301	-
Road Materials and Supplies	127	921053	55300	541		72,824
Subtotal					72,824	72,824
Amtrak Community Room						
Parks and Recreation	127	921064	347200	000	695	
Pool Interest Allocation	127	921064	361111	000	3	
Improvements Other Than Buildings	127	921064	56300	572		698
Subtotal					698	698
Miccosukee Community Center Fees						
Parks and Recreation	127	921116	347200	000	9,348	
Pool Interest Allocation	127	921116	361111	000	39	
Improvements Other than Buildings	127	921116	56300	572		9,387
Subtotal					9,387	9,387
Chaires Community Center Fees						
Parks and Recreation	127	921126	347200	000	15,218	
Pool Interest Allocation	127	921126	361111	000	62	
Improvements Other than Buildings	127	921126	56300	572		15,280
Subtotal					15,280	15,280

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
Woodville Community Center Fees						
Parks and Recreation	127	921136	347200	000	27,505	
Pool Interest Allocation	127	921136	361111	000	122	
Improvements Other than Buildings	127	921136	56300	572		27,626
Subtotal					27,626	27,626
Ft. Braden Community Center Fees						
Parks and Recreation	127	921146	347200	000	25,293	
Pool Interest Allocation	127	921146	361111	000	113	
Improvements Other than Buildings	127	921146	56300	572		25,405
Subtotal					25,405	25,405
Bradfordville Community Center Fees						
Parks and Recreation	127	921156	347200	000	13,762	
Pool Interest Allocation	127	921156	361111	000	54	
Improvements Other than Buildings	127	921156	56300	572		13,815
Subtotal					13,815	13,815
Lake Jackson Community Center Fees						
Parks and Recreation	127	921166	347200	000	9,126	
Pool Interest Allocation	127	921166	361111	000	34	
Improvements Other than Buildings	127	921166	56300	572		9,160
Subtotal					9,160	9,160
Wildlife Preservation						
Wildlife Preservation Donations	127	934013	337420	000	6,600	
Pool Interest Allocation	127	934013	361111	000	27	
Aids to Private Organizations	127	934013	58200	537		6,627
Subtotal					6,627	6,627

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
EMS/DOH - County Grant C2037						
DOH-State EMS County Grant	127	961045	334201	000	33771	
Pool Interest Allocation	127	961045	361111	000	127	
Machinery and Equipment	127	961045	56400	526		33,898
Subtotal					\$ 33,898	33,898
EMS/DOH Matching Grant M3099						
DOH-State EMS Matching Grant	127	961047	334202	000	31,125	
Pooled Interest Allocation	127	961047	361111	000	53	
Transfer from Fund 135	127	961047	381135	000	10,375	
Promotional Activities	127	961047	54800	526		15,053
Operating Supplies	127	961047	55200	526		26,500
Subtotal					41,553	41,553
EMS/DOH - EMS Matching Grant M3100						
DOH-State EMS Matching Grant	127	961048	334202	000	16,969	
Pooled Interest Allocation	127	961048	361111	000	29	
Transfer from Fund 135	127	961048	331135	000	5,656	
Machinery and Equipment	127	961048	56400	526		22,654
Subtotal					22,654	22,654
EMS/DOH - EMS Matching Grant M3101						
DOH-State EMS Matching Grant	127	961049	334202	000	57,735	
Pooled Interest Allocation	127	961049	361111	000	98	
Transfer from Fund 135	127	961049	381135	000	19,245	
Machinery and Equipment	127	961049	56400	526		77,078
Subtotal					77,078	77,078
Fund 125 Total					9,673,359	9,673,359

**Leon County
Board of County Commissioners**


Notes for Agenda Item #6

Leon County Board of County Commissioners

Cover Sheet for Agenda #6

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Agreement Between Leon County and Children's Home Society of Florida for the Provision of State-Mandated Child Protection Examinations for FY 2014/15

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Tiffany Y. Harris, Human Services Analyst

Fiscal Impact:

This item has a fiscal impact to the County in the amount of \$59,000, which is included in the FY2014/15 Budget

Staff Recommendation:

Option #1: Approve the Agreement between Leon County and Children's Home Society of Florida for the provision of State-mandated child protection examinations for FY 2014/15 (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

In accordance with Florida Statutes, Chapter 39 of Title 5, Section 304, subsection 5, counties are required to pay examination costs for children who are alleged to have been abused, abandoned, or neglected. For many years, the number of examinations remained low and the local Child Protection Team (CPT) funded the examinations through State-contracted general revenue appropriations, Federal funding, donations, and fundraisers. County funding was not pursued by the CPTs until September 2000. The State Division of Children's Medical Services of the Florida Department of Health provides administration and oversight to the local CPTs. CPTs are required by law to provide diagnostic and evaluative services to supplement the investigations of child abuse, abandonment, or neglect. Each CPT contracts with a nonprofit agency to provide these services. In Leon County, the nonprofit agency is Children's Home Society of Florida, North Central Division (CHS). CHS is a nonprofit organization that provides various services, including adoption services, pregnancy counseling, and early intervention.

Analysis:

Under the terms of the Agreement, the County agrees to pay a flat rate of \$250 to CHS for each diagnostic/evaluation performed on a child, regardless of the actual expense of the services provided (Attachment #1). To receive payment, CHS submits quarterly invoices and reports to Leon County's Human Services and Community Partnerships Department regarding the dates of service, demographic information, and types of abuse cases examined. During the first three quarters of FY2013/14, CHS conducted 127 exams and has been reimbursed for 127 exams. FY 2013/14 year-end data will be available in October 2014. The FY2014/15 Budget includes an allocation of \$59,000 for CHS.

Options:

1. Approve the Agreement between Leon County and Children's Home Society of Florida for the provision of State-mandated child protection examinations for FY 2014/15 (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement between Leon County and Children's Home Society of Florida for the provision of State-mandated child protection examinations for FY 2014/15.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. FY 2014/15 Agreement between Leon County and Children's Home Society of Florida

AGREEMENT

This Agreement is entered into this ____ day of _____, 2014 between LEON COUNTY, FLORIDA (hereafter “LEON COUNTY”) and CHILDREN’S HOME SOCIETY OF FLORIDA, NORTH CENTRAL DIVISION, a not-for-profit corporation, hereinafter referred to as the “AGENCY”.

WITNESSETH:

WHEREAS, Section 39.303, Florida Statutes, provides for the development of district Child Protection Teams to provide specialized diagnostic assessments of allegedly abused and neglected children; and,

WHEREAS, the AGENCY is the designated Leon County multi-disciplinary Child Protection Team, and,

WHEREAS, Section 39.304(5), Florida Statutes, provides that the county, in which the child is a resident, shall bear the initial cost of the medical examination; however, the parents or legal custodian of the child shall be required to reimburse the county for the cost of such examination.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED.

The AGENCY, in accordance with the terms and conditions of the Agreement, agrees to provide the following services: Medical diagnosis and evaluation services, including the provision or interpretation of X-rays and laboratory tests, and related services, as needed, and documentation of findings relative thereto.

2. QUALITY OF WORK.

In performing any work under this Agreement, the AGENCY shall provide medically competent diagnosis and evaluation services. A competent medical diagnosis and evaluation service requires the medical knowledge, skill, thoroughness and preparedness reasonably necessary for those services. The AGENCY’s business relationship outside of this Agreement shall not interfere with the performance of the services specified in paragraph numbered 1 hereof.

3. TERM.

This contract shall be effective from October 1, 2014 until September 30, 2015.

4. COMPENSATION.

- (a) The COUNTY agrees to pay a flat rate of Two Hundred Fifty Dollars (\$250.00) to the AGENCY for each diagnosis/evaluation service performed on an eligible child, regardless of the actual expense of the services provided.
- (b) The total annual sum to be paid by the County shall be determined by the number of eligible children receiving services during the period of this contract through the AGENCY under Florida Statue 39.304(5).

The AGENCY shall submit, within fifteen (15) working days after the end of each quarter an invoice to the Leon County Office of Electronic Payment (Direct Deposit). CHSP reimbursement payments will be electronically deposited to your bank account (ACH), once reviewed and approved for reimbursement which is usually within 30 days of receipt. Payments made by ACH will be automatically credited to your bank account, so you no longer have to wait for checks to be mailed, deposited and clear before having access to your funds. Funds are immediately available upon electronic deposit.

To begin receiving electronic payments, you must submit to the **Leon County Clerk of Court Finance Department** the completed Electronic Payment Authorization form along with a deposit slip or voided check from your banking institution.

Once the completed forms have been received by the Finance Department, a test transmission (pre-note) will be sent to your banking institution which will be used to verify that the payment information is set up correctly. 15 days after a successful pre-note transmission, you will then be approved for ACH payment processing and all future payments will be made electronically.

I've attached both the Instructions for applying for electronic payment and the Electronic Payment Authorization Form for your convenience.

- (c) Human Services and Community Partnerships for review and authorization for payment. Payment by the COUNTY shall be subject to the Florida Prompt Payment Act.
- (d) All requests for reimbursement of payments shall be accompanied by an invoice documenting the number of exams performed, case number, age, sex, race, type of abuse, date of exam, doctor's name, case coordinator and cost.

5. STATUS.

The AGENCY and all employees thereof, at all times relevant to this Agreement, shall be an independent contractor and in no event shall the AGENCY or its employees nor any employees or subcontractors under the AGENCY be considered to be employees of Leon County.

6. ASSIGNMENT.

This contract shall not be assigned or sublet as a whole or in part without the express written consent of the COUNTY nor shall the AGENCY assign any monies due or to become due to the AGENCY hereunder without prior express written, with the exception of the medical personnel performing the statutorily examinations pursuant to §39.304, Florida Statutes.

7. CONTACT PERSONS.

- (a) The contact person for Leon County shall be:

Tiffany Y. Harris
Human Services Analyst
Leon County
Office of Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

- (b) The contact person for the AGENCY shall be:

Charles McDonald
Executive Director
Children's Home Society of Florida
North Central Division
1801 Miccosukee Commons Drive
Tallahassee, FL 32308

8. LICENSES.

The AGENCY shall maintain all licenses that are necessary to fulfill the obligations and conditions of this Agreement.

9. CONFIDENTIALITY.

Both parties hereby acknowledge that in exchanging, storing, processing or otherwise dealing with information about patients as covered by this Agreement, they are fully bound by the federal and state laws governing confidentiality of patients' information and patients' privacy rights.

10. INSURANCE.

The AGENCY shall provide written verification of professional liability insurance coverage that includes the County as an additional insured. The AGENCY must hold the coverage at all times during the existence of the Agreement.

11. AUDIT.

The AGENCY agrees to maintain adequate supporting documents to properly account for the money so provided. The AGENCY agrees to provide annual performance data as required by the COUNTY. The AGENCY agrees to provide an independent audit at no additional cost to the COUNTY or to be subject to an internal audit provided through the COUNTY, as may be required by the COUNTY. For the purpose of such audits, the AGENCY shall retain all records related to this Agreement for a period of three (3) years after final payment is made. All records shall be subject to audit by the COUNTY pursuant to laws of the State of Florida.

12. REVISION.

In any case where, in fulfilling the requirements of this Agreement or of any guaranty, embraced and/or required thereby, it is necessary for the AGENCY to deviate from the requirements of this Agreement, the AGENCY shall obtain the express prior written consent of the COUNTY.

13. CONSTRUCTION.

The validity, construction, and effect of this agreement shall be governed by the laws of the State of Florida. Venue for all actions arising out of this Agreement or as a result thereof shall lie in Leon County, Florida.

14. INDEMNIFICATION.

The AGENCY shall indemnify, defend, save and hold the COUNTY, its officials, officers, agents, and employees harmless from and against any and all claims, liability, losses, and/or causes or actions which may arise from any willful misconduct, or negligent act or omission of the AGENCY or its agents or employees, whether intentional or unintentional.

The COUNTY agrees to pay the AGENCY the sum of Ten Dollars (\$10.00) and other good and valuable consideration as specified consideration for the above-stated indemnification in full accordance with the provisions of §725.06, Florida Statutes. Furthermore, the AGENCY acknowledges that the contract price for such services includes said consideration for the indemnifications provisions.

15. CANCELLATION.

This Agreement may be terminated by the COUNTY or by CHILDREN'S HOME SOCIETY OF FLORIDA with or without cause by giving a minimum of thirty (30) days written notice of intent to terminate, or with cause if at any time the AGENCY fails to fulfill or abide by any of the terms or conditions, specified in this agreement.

Failure of the AGENCY to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the County.

16. NOTICES.

All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to the Children's Home Society: Charles McDonald
Executive Director
Children's Home Society of Florida
North Central Division
1801 Miccosukee Commons Drive
Tallahassee, FL 32308

Notice to the COUNTY: Candice M. Wilson, Director
Leon County
Office of Human Services and Community
Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

17. EFFECTIVE DATE.

The effective date of this contract shall be October 1, 2014. This contract shall expire September 30, 2015.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed on the day and first year written above.

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

ATTEST:

Bob Inzer, Clerk of the Court and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____

Herbert W.A. Thiele, Esq.
County Attorney

CHILDREN'S HOME SOCIETY OF FLORIDA
NORTH CENTRAL DIVISION

By: _____

Charles McDonald
Executive Director

Witness Signature

(Print name)

Witness Signature

(Print name)

**Leon County
Board of County Commissioners**


Notes for Agenda Item #7

Leon County Board of County Commissioners

Cover Sheet for Agenda #7

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Renew the Agreements with Tallahassee Community College, and North Florida Community College for the Provision of Internships for Emergency Medical Services Technology Students

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tom Quillin, Chief, Division of Emergency Medical Services
Lead Staff/ Project Team:	Chad Abrams, Deputy Chief, Division of EMS Darryl Hall, Quality Improvement & Education Manager

Fiscal Impact:

This item has no fiscal impact to the County, as the Agreement is not associated with any transaction of funds.

Staff Recommendation:

- Option #1: Approve the renewal of the Agreement with Tallahassee Community College to provide internships for Emergency Medical Services Technology students. (Attachment #1)
- Option #2: Approve the renewal of the Agreement with North Florida Community College to provide internships for Emergency Medical Services Technology students. (Attachment #2)

Report and Discussion

Background:

The County entered into an Agreement with Tallahassee Community College (TCC) that established internship opportunities for EMS Technology students on April 15, 2004, and with North Florida Community College (NFCC) on January 1, 2007. The internship program allows students to experience the daily work performed by members of the County's Division of EMS and is a valuable learning tool in the educational process. Further, completion of an internship is a requirement of the Florida Department of Health for students to qualify for Emergency Medical Technician (EMT) and Paramedic certifications. A majority of the EMTs and Paramedics employed by the County have graduated from these programs.

Renewal of these Agreements are essential to the following FY2012 - FY2016 Strategic Initiatives that the Board approved at the January 21, 2014 meeting:

- "Provide internships, Volunteer LEON Matchmaking, Summer Youth Training program, 4-H programs, EMS Ride-Alongs, and enter into agreements with NFCC and TCC which establish internship programs at EMS for EMS Technology students."

This particular Strategic Initiative aligns with the Board's Strategic Priorities:

- Economy - "Ensure the provision of the most basic services to our citizens most in need so that we have a "ready workforce" (EC6).", and
- Governance - "Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community (G3)."

The Agreements are subject to annual renewal upon the mutual consent of both parties. The current renewal period was approved by the Board at the January 21, 2014 meeting for TCC and the February 11, 2014 meeting for NFCC.

Analysis:

Tallahassee Community College (Attachment #3) and North Florida Community College (Attachment #4) have requested that the respective Agreements be renewed in its current form for an additional one-year term.

Options:

1. Approve the renewal of the Agreement with Tallahassee Community College to provide internships for Emergency Medical Services Technology students (Attachment #1).
2. Approve the renewal of the Agreement with North Florida Community College to provide internships for Emergency Medical Services Technology students (Attachment #2).
3. Do not approve the renewal of the Agreements with Tallahassee Community College and North Florida Community College to provide internships for Emergency Medical Services Technology students.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Agreement with Tallahassee Community College
2. Agreement with North Florida Community College
3. Request for renewal from Tallahassee Community College
4. Request for renewal from North Florida Community College

AGREEMENT

THIS AGREEMENT, made this 15 day of April, 2004 between LEON COUNTY, FLORIDA, (hereinafter referred to as "County") and the TALLAHASSEE COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES (hereinafter referred to as "BOARD").

WITNESSETH

WHEREAS, the COUNTY provides emergency medical services within the jurisdictional boundaries of Leon County, in accordance with Florida Statute; and

WHEREAS, the President of Tallahassee Community College has recommended to the Board that an EMS Technology Program (hereinafter referred to as the Program) be established by the Board for the purpose of preparing emergency medical technician and paramedic students from Tallahassee Community College, and that the Program contains certain ambulance-based learning experiences required for State certification and national accreditation of the program, and that some phases of this specialized training be implemented and take place with the County Advanced Life Support EMS; and

WHEREAS, the Board wishes to implement in full the recommendations of the President of Tallahassee Community College for the appropriate course content and proper instructional and practical experiences; and

WHEREAS, the County desires that selected EMT and paramedic training and clinical experiences occur within the vehicles and facilities of the County EMS Service under their professional supervision.

NOW, THEREFORE, in consideration of the mutual agreements of the parties as hereinafter set forth, it is agreed as follows:

1. The County agrees to permit selected specialized clinical and field-internship training of students enrolled in the College EMS Technology programs by providing a clinical environment for students to observe and practice hands-on patient care through the cooperation and assistance of County EMT's, paramedics and other employees with the faculty/staff-employees of the Board in the following manner and subject to the following conditions:

- a. Program guidelines developed by the Board shall be provided to and approved by the County before any such students shall be permitted access to County EMS facilities.
- b. The County agrees to the use of Program guidelines, which the TCC faculty member, the Program Medical Director, and the Program Clinical/Coordinator will develop and coordinate with the involved County

supervisors. The Program guidelines may require modification from time to time to parallel the upgrading of the EMT and paramedic training to insure quality in the training and to meet State certification and national accreditation requirements. The County will make a reasonable effort to accommodate changing Program guidelines and accreditation requirements when such guidelines and requirements are not inconsistent with the policies, practices, goals and objectives of the County EMS service. Any changes to the Program guidelines shall be approved by the County prior to implementation.

- c. The students will have the opportunity to ride in the emergency vehicles and provide patient care, under direct supervision of a County EMS EMT or paramedic preceptor and shall not be in the patient compartment alone during patient transport and shall not be used to meet staffing requirements.
 - d. The students shall have access to the same personal protective equipment as County employees during the clinical rotations.
 - e. The County shall provide to the school, a policy for notifying the Program about students who are exposed to infectious diseases while on clinical assignment. The school will be responsible for notifying the student.
 - f. The County will be responsible for making available first aid and emergency department care for any student injured while on clinical assignment. Charges for services rendered shall be the sole responsibility of the Board. All follow-up or on-going care shall be the responsibility of the individual student.
 - g. The County upon the recommendation and advice of the Board shall adopt and implement guidelines regarding students, to include but not be limited to:
 - i. Selection process of paramedic student preceptors
 - ii. Scheduling of student clinical shifts
 - iii. Student dress code
 - h. The County at its sole discretion may allow TCC EMS faculty and staff to ride shifts in the emergency vehicles.
2. The Board shall appoint a physician to serve as EMS Technology Program Medical Director. The Program Medical Director shall approve the medical content of the Program.
 3. The County EMS Medical Director and the TCC EMS Program Medical Director shall formulate and agree upon student practices to be allowed during clinical rotations, provided all guidelines, as adopted pursuant to Section 1(g) above, are fully complied with.

4. The Board agrees that each student, prior to participating in the clinical training, shall have, on file, proof of the following:
 - a. A physical exam with immunizations
 - b. A level II criminal background check
 - c. TCC liability and incident insurance acceptable to the county
 - d. Signed "Assumption of Risk", and "Confidentiality Agreement"
5. The County shall adopt upon the recommendation and advice of the Board a policy for the removal of any faculty, employee or student from any EMS vehicles or County facilities. This policy shall at a minimum consist of reasons for removal and procedures for notification of Program administrative personnel.
6. The Board agrees and recognizes that the County may at any time require the withdrawal of any faculty, employee or student from any EMS vehicles or County facilities whose conduct or work with patients or County personnel is not in full accord with the County's rules and regulations or standards of performance. TCC shall immediately comply with such request. If time or circumstances permit, such requests by the County shall be made in writing to the Dean of the Technology and Professional Programs Division, and shall include the reasons for the requested withdrawal, otherwise the County may take any action it deems appropriate and necessary in this regard.
7. The County and Board expressly agree that all faculty/employees under this Agreement shall remain agents or employees of the Board and shall not at any time during the term of the Agreement be deemed to be the personnel, employees, or agents of the County.
8. The County and Board agree that all students shall remain students of the Tallahassee Community College and shall not at any time during the term of this Agreement be deemed to be the personnel, employees or agents of the County or Board. Furthermore, no student shall be subject to call or be considered County staff while participating in clinical training.
9. The County and Board agree that they will never act, or represent that they are acting, as agents of each other, nor incur any obligations on the part of the other without first obtaining the express written authority of the party who is to be obligated.
10. Insurance
 - a) The Board agrees that it will be solely responsible for all salaries and costs of its own personnel, agents, and employees. The Board shall provide annual proof of professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering students, faculty, clinical coordinator, and medical director. The County shall be listed as an insured party on the Certificate of Insurance

- b) The Board agrees to provide Worker's Compensation coverage for all of its employees which meets Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee.
11. The Board and TCC agree to be responsible, to the extent provided by law, for the acts and/or omission of their respective officers, employees and agent. However, this paragraph shall in no way act as a waiver of sovereign immunity or of any other defenses which either party may have to the prosecution of a legal action or any allegations made thereunder.
12. The Board shall carry out its obligations under this Agreement in full compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, as amended (hereinafter "HIPAA"), to protect the privacy of any personally identifiable Protected Health Information ("PHI") that is collected, processed or learned as a result of the Program contemplated under this Agreement. In conformity therewith, the Board agrees that it will:
- 1) Not use or further disclose PHI except as permitted under this Agreement or as required by law;
 - 2) Use appropriate safeguards to prevent user disclosure of PHI except as permitted by this Agreement;
 - 3) Mitigate, to the extent practical, any harmful effect that is known to the Board of use or disclosure of PHI by the Board in violation of this Agreement;
 - 4) Report to the County any use or disclosure of PHI not provided for by this Agreement of which the Board becomes aware;
 - 5) Ensure that any agents, employees or instructors to whom the Board provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to the Board with respect to such PHI under this Agreement;
 - 6) Make PHI available to the County and to the individual as a right of access as required under HIPAA within 30 days of the request by the County regarding the individual;
 - 7) Incorporate any amendments to PHI when notified to do so by the County;
 - 8) Provide an accounting of all users or disclosures of PHI made by the Board as required under HIPAA privacy rule within 60 days;
 - 9) Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Board's and the County's compliance with HIPAA; and at the termination of this Agreement, return or destroy all PHI received from, or created or received by the Board on behalf of the County, and if return is infeasible, the protections of this Agreement will extend to such PHI.

- B. Notwithstanding any of the other provisions of this Agreement, the Agreement may be terminated by the County if the Board has violated a term or provision of this section pertaining to the Board's material obligations under HIPAA privacy rules, or if the Board engages in conduct which would, if committed by Leon County, result in a violation of the HIPAA privacy rule by the County.
 - C. Return or Destruction of Health Information: Upon termination, cancellation, expiration, or other conclusion of this Agreement, the Board, if feasible, shall return to Leon County or destroy all PHI and all health information, in whatever form or medium, including any electronic media under the Board's custody or control or which the Board received from or on behalf of Leon County, including any copies of and any health information or compilation derived from and showing an identification of such PHI or such health information. The Board shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of this Agreement. Within such 30-day period, the Board shall certify under oath in writing to the County of such return or destruction has been completed or, if return or destruction is not feasible or lawful, a written justification explaining why such PHI could not be returned or destroyed.
 - D. Continuing Obligations: The Board's obligation to protect PHI and health information received from or on behalf of the County or any other source shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of this Agreement.
 - E. Response to Subpoenas: In the event that the Board receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Agreement, including, but not limited to any unauthorized use or disclosure of PHI or any failure in the Board's security measures, the Board shall promptly forward a copy of such subpoena, notice or request to the County and afford the County the opportunity to be part of the decision making with regard to the subpoena, including, but not limited to, responding to the subpoena.
13. The County and Board agree that this Agreement may be cancelled at any time by either party hereto, with or without cause upon ninety (90) days written notice to the other party to be effective at the completion of the clinical experience of the ongoing classes. No new class will started during the ninety (90) day period.
14. This Agreement shall remain in effect from January 1, 2004 through October 1, 2004 and then subject to annual renewal upon the mutual consent of both parties.

15. No alteration, modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15th day of April, 2004, at Tallahassee, Leon County, Florida.

TALLAHASSEE COMMUNITY COLLEGE
DISTRICT BOARD OF TRUSTEES

WITNESS: _____

BY: William D. Law, Jr.
William D. Law, Jr.
President
Tallahassee Community College

WITNESS: _____



LEON COUNTY, FLORIDA

BY: Jane G. Sauls
Jane G. Sauls, Chairman
Board of County Commissioners

ATTESTED BY:

Bob Inzer, Clerk of Circuit Court

BY: [Signature]

Approved as to Form:

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: [Signature]
Herbert W.A. Thiele, Esq.
County Attorney

AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2007, between LEON COUNTY, FLORIDA, (hereinafter referred to as the "County") and the NORTH FLORIDA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES (hereinafter referred to as the "BOARD").

WITNESSETH

WHEREAS, the COUNTY provides emergency medical services within the jurisdictional boundaries of Leon County, in accordance with Florida Statutes; and

WHEREAS, the President of North Florida Community College has recommended to the Board that an EMS Technology Program (hereinafter referred to as the "Program"), be established by the Board for the purpose of preparing emergency medical technician and paramedic students from North Florida Community College, and that the Program contains certain ambulance-based learning experiences required for State certification and the national accreditation of the Program, and that some phases of this specialized training be implemented and take place with the County; and

WHEREAS, the Board wishes to implement in full the recommendations of the President of North Florida Community College for the appropriate course content and proper instructional and practical experiences; and

WHEREAS, the County desires that selected EMT and paramedic training and clinical experiences occur within the vehicles and facilities of the County under its professional supervision.

NOW, THEREFORE, in consideration of the mutual agreements of the parties as hereinafter set forth, it is agreed as follows:

1. The County agrees to permit selected specialized clinical and field-internship training of students enrolled in the Board EMS programs by providing a clinical environment for students to observe and practice hands-on patient care through the cooperation and assistance of County EMT's, paramedics and other employees with the faculty/staff-employees of the Board in the following manner and subject to the following conditions:
 - A. Program guidelines developed by the Board shall be provided to and approved by the County before any Board students may be permitted access to County EMS facilities.

- B. The County agrees to the use of Program guidelines, which the Board faculty member, the Program Medical Director, and the Program Clinical/Coordinator will develop and coordinate with the involved County supervisors. The Program guidelines may require modification from time to time to parallel the upgrading of the EMT and paramedic training to ensure quality in the training and to meet State certification and national accreditation requirements. The County will make a reasonable effort to accommodate changing Program guidelines and accreditation requirements when such guidelines and requirements are not inconsistent with the policies, practices, goals and objectives of the County EMS service. Any changes to the Program guidelines shall be approved by the County prior to implementation.
 - C. The Board students will have the opportunity to ride in the emergency vehicles and provide patient care, under direct supervision of a County EMS EMT or paramedic preceptor and shall not be in the patient compartment alone during patient transport and shall not be used to meet staffing requirements.
 - D. The Board students shall have access to the same personal protective equipment as County employees during the clinical rotations.
 - E. The County shall provide to the school, a policy for notifying the Program about Board students who are exposed to infectious diseases while on clinical assignment. The Board shall be responsible for notifying the student.
 - F. The County will be responsible for making available first aid and emergency department care for any student injured while on clinical assignment. Charges for services rendered shall be the sole responsibility of the student. All follow-up or on-going care shall be the responsibility of the individual Board student.
 - G. The County, upon the recommendation and advice of the Board, shall adopt and implement guidelines regarding Board students, to include but not be limited to:
 - 1) Selection process of paramedic student preceptors
 - 2) Scheduling of student clinical shifts
 - 3) Student dress code
 - H. The County, at its sole discretion, may allow Board faculty and staff to ride shifts in the emergency vehicles.
2. The Board shall appoint a physician to serve as EMS Technology Program Medical Director. The Program Medical Director shall approve the medical content of the Program.

3. The County EMS Medical Director and the Board EMS Program Medical Director shall formulate and agree upon Board student practices to be permitted during clinical rotations, provided all guidelines, as adopted pursuant to Section 1G above, are fully complied with.
4. The Board agrees that each Board student, prior to participating in the clinical training, shall have, on file, proof of the following:
 - A. A physical exam with immunizations.
 - B. A level II criminal background check.
 - C. Board liability and incident insurance acceptable to the County.
 - D. Signed "Assumption of Risk", and "Confidentiality Agreement".
5. The County shall adopt upon the recommendation and advice of the Board a policy for the removal of any Board faculty, employee or student from any EMS vehicles or County facilities. This policy shall, at a minimum, consist of reasons for removal and procedures for notification of Program administrative personnel.
6. The Board agrees and recognizes that the County may at any time require the withdrawal of any Board faculty, employee or student from any EMS vehicles or County facilities whose conduct or work with patients or County personnel is not in full accord with the County's rules and regulations or standards of performance. The Board shall immediately comply with such request. If time or circumstances permit, such requests by the County shall be made in writing to the Board, and shall include the reasons for the requested withdrawal, otherwise the County may take any action it deems appropriate and necessary in this regard.
7. The County and Board expressly agree that all Board faculty and employees under this Agreement shall remain agents or employees of the Board and shall not at any time during the term of the Agreement be deemed to be the personnel, employees, or agents of the County.
8. The County and Board agree that all Board students shall remain students of the North Florida Community College and shall not at any time during the term of this Agreement be deemed to be the personnel, employees or agents of the County or Board. Furthermore, no student shall be subject to call or be considered County staff while participating in clinical training.
9. The County and Board agree that they will never act, or represent that they are acting, as agents of each other, nor incur any obligations on the part of the other without first obtaining the express written authority of the party who is to be obligated.
10. Insurance
 - A. The Board agrees that it will be solely responsible for all salaries and costs of its own personnel, agents, and employees. The Board shall provide annual proof of

professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering Board students, faculty, clinical coordinator, and medical director. The County shall be listed as an insured party on the Certificate of Insurance.

- B. The Board agrees to provide Worker's Compensation coverage for all of its employees which meets Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee.
11. Consistent with the provisions of §768.28, Florida Statutes, and without waiving its rights thereunder, the Board expressly acknowledges its material and financial responsibility for the acts or omissions and the consequences of the acts or omissions of its students, instructors, employees, agents and personnel. Cost of litigation and expenses arising from such situations shall be borne by the Board.
12. The Board shall carry out its obligations under this Agreement in full compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, as amended (hereinafter "HIPAA"), to protect the privacy of any personally identifiable Protected Health Information ("PHI") that is collected, processed or learned as a result of the Program contemplated under this Agreement. In conformity therewith, the Board agrees that it will:
- A. Not use or further disclose PHI except as permitted under this Agreement or as required by law;
 - B. Use appropriate safeguards to prevent user disclosure of PHI except as permitted by this Agreement;
 - C. Mitigate, to the extent practical, any harmful effect that is known to the Board of use or disclosure of PHI by the Board in violation of this Agreement;
 - D. Report to the County any use or disclosure of PHI not provided for by this Agreement of which the Board becomes aware;
 - E. Ensure that any agents, employees or instructors to whom the Board provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to the Board with respect to such PHI under this Agreement;
 - F. Make PHI available to the County and to the individual as a right of access as required under HIPAA within 30 days of the request by the County regarding the individual;
 - G. Incorporate any amendments to PHI when notified to do so by the County;

- H. Provide an accounting of all users or disclosures of PHI made by the Board as required under HIPAA privacy rule within 60 days;
 - I. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Board's and the County's compliance with HIPAA; and at the termination of this Agreement, return or destroy all PHI received from, or created or received by the Board on behalf of the County, and if return is infeasible, the protections of this Agreement will extend to such PHI.
 - J. Notwithstanding any of the other provisions of this Agreement, the Agreement may be terminated by the County if the Board has violated a term or provision of this Section 12 pertaining to the Board's material obligations under HIPAA privacy rules, or if the Board engages in conduct which would, if committed by the County, result in a violation of the HIPAA privacy rule by the County.
 - K. Return or Destruction of Health Information: Upon termination, cancellation, expiration, or other conclusion of this Agreement, the Board, if feasible, shall return to Leon County or destroy all PHI and all health information, in whatever form or medium, including any electronic media under the Board's custody or control or which the Board received from or on behalf of Leon County, including any copies of any health information or compilation derived from and showing an identification of such PHI or such health information. The Board shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of this Agreement. Within such 30-day period, the Board shall certify under oath in writing to the County such return or destruction has been completed or, if return or destruction is not feasible or lawful, a written justification explaining why such PHI could not be returned or destroyed.
 - L. Continuing Obligations: The Board's obligation to protect PHI and health information received from or on behalf of the County or any other source shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of this Agreement.
 - M. Response to Subpoenas: In the event that the Board receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Agreement, including, but not limited to any unauthorized use or disclosure of PHI or any failure in the Board's security measures, the Board shall promptly forward a copy of such subpoena, notice or request to the County and afford the County the opportunity to be part of the decision making with regard to the subpoena, including, but not limited to, responding to the subpoena.
13. The County and Board agree that this Agreement may be cancelled at any time by either party hereto, with or without cause upon ninety (90) days prior written notice to the other

party to be effective at the completion of the clinical experience of the ongoing classes. No new class will start during the ninety (90) day period.

- 14. This Agreement shall remain in effect from January 1, 2007 through September 30, 2007, and then be subject to annual renewal (October 1 through September 30) upon the mutual consent of both parties.
- 15. No alteration, modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 17 day of April, 2007 at Tallahassee, Leon County, Florida.

THE DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COMMUNITY COLLEGE

WITNESS: Cindy M. Gayle

BY: John Maultsby, Jr.
Chairman

WITNESS: Sammy Herne

LEON COUNTY, FLORIDA

BY: C.E. DePuy, Jr.
Chairman
Board of County Commissioners

ATTESTED BY:

Bob Inzer, Clerk of Circuit Court

BY: [Signature]

Approved as to Form:

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: [Signature]
Herbert W.A. Thiele, Esq.
County Attorney



Ghazvini Center for Healthcare Education
1528 Surgeons Drive
Tallahassee, Florida 32308-4631
850.558.4500 phone
850.558.4510 fax

Septemeber 18, 2014

Leon County Board of County Commissioners
301 South Monroe Street
Tallahassee, FL 32301

Dear County Commissioners:

Please acknowledge our request for Leon County to renew the contract between Tallahassee Community College and the Leon County Board of County Commissioners regarding the TCC EMS to do clinicals at your facility.

Your support is greatly appreciated as TCC continues to graduate well qualified and locally based individuals to serve Leon County's EMS and Paramedic needs.

Sincerely,

A handwritten signature in black ink that reads "Ashante C. Owens". The signature is written in a cursive style.

Ashante' C. Owens
Staff Assistant II



EMS and Fire Programs

Mike Kirkland
Director of EMS and Fire
Programs
kirklandm@nfcc.edu
850-973-1673

Laura Clanton
Instructional Coordinator
Lead Paramedic Instructor
clantoni@nfcc.edu
850-973-9453

Scott Murfin
Clinical Coordinator
Lead EMT Instructor
murfins@nfcc.edu
850-973-9493

Dani Mays
Staff Assistant/Advisor
maysd@nfcc.edu
850-973-1665

To: Major Darryl Hall, Leon County Emergency Medical Services

Date: September, 2014

Re: Contract renewal

Major Hall,

This letter is a request for the renewal of the contract between Leon County EMS and North Florida Community College. We appreciate the job your preceptors do in helping us maintain a quality program and look forward to continuing our relationship.

Additionally, if I can be of any further assistance, please don't hesitate to contact me.

A handwritten signature in black ink, appearing to read "Mike Kirkland", is written over a faint, illegible typed name.

Sincerely,

325 NW Turner Davis Drive
Madison, Florida 32340
Telephone: 850.973.1664
Fax: 850.973.1694
TTY: 850.973.1611
www.nfcc.edu

**Leon County
Board of County Commissioners**


Notes for Agenda Item #8

Leon County Board of County Commissioners

Cover Sheet for Agenda #8

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Conservation Easement from the Lewis Family Trust for the Lewis Family 2.1.9 Subdivision

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	John Kraynak, P.E., Environmental Services Director Michael A. Hogan, Sr. Stormwater Design Analyst

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve and accept for recording a Conservation Easement from the Lewis Family Trust for the Lewis Family 2.1.9 Subdivision (Attachment #1).

Report and Discussion

Background:

This grantor is preserving cultural resources within the proposed subdivision consistent with the requirements and conditions of the Environmental Management Act. The conservation easement is required as part of the Environmental Management Permit process to provide protection for the existing cemetery (Attachment #1). The Lewis Family 2.1.9 Subdivision is located on the north side of Natural Bridge Road (Attachment #2). The conservation easement will preserve 1.23 acres. Access to the cemetery from Natural Bridge Road is provided by a recorded 40-ft ingress/egress and utility easement.

Analysis:

The proposed conservation easement places the landowner and all subsequent landowners on legal notice that development is prohibited in the protected areas. Acceptance of the conservation easement will require County approval. The conservation easement does not create any County maintenance responsibility or any other County responsibility for the conservation easement. The property owner will still own and protect the land as appropriate under conditions of the proposed easement.

Options:

1. Approve and accept for recording the Conservation Easement from the Lewis Family Trust for the Lewis Family 2.1.9 Subdivision (Attachment #1).
2. Do not approve and do not accept for recording the conservation easement from the Lewis Family Trust for the Lewis Family 2.1.9 Subdivision.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Conservation Easement Agreement
2. Location Map

Tax ID# 33-16-20-022-000-0

LEWIS FAMILY CEMETERY CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("the Lewis Family Cemetery Conservation Easement") is hereby made on this _____ day of _____, 2014 by Carolyn L. Adams, as Successor Trustee of the Perry M. Lewis Living Trust whose address is 2929 Lewiswood Lane, Tallahassee, Florida 32305 ("Grantor A") and Alvin D. Lewis, as Successor Trustee of the Mary J. Lewis Living Trust whose address is 2941 Lewiswood Lane, Tallahassee, Florida 32305, ("Grantor B") to LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose mailing address is 301 South Monroe Street, Tallahassee, Florida 32301 ("Grantee").

WITNESSETH

WHEREAS, Grantor A and B trustees and respective heirs of certain lands situated in Leon County, Florida hereinafter referred to as the "Property" more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference and has the full right and authority to grant this easement; and

WHEREAS, the Property has been designated and is being used as a human burial site for members of the Grantors' family (meaning family members of Perry M. Lewis and Mary J. Lewis) and is classified as a significant cultural resource; and

WHEREAS, Grantors desires to establish this Conservation Easement in accordance with LDR Section 10-4.329 and Chapter 704.08, Florida Statutes.

NOW, THEREFORE, the Grantors, for and in consideration of the mutual promises and other good and valuable considerations as set forth herein, the receipt and sufficiency of which is hereby acknowledged, hereby grants, creates and establishes a perpetual conservation easement upon the Property which shall run with the land and be binding on the Grantors, heirs and assigns. Grantors acknowledge that this conservation easement is conveyed in connection with approval of the Perry Lewis Family Trust Policy 2.1.9.

The scope, nature and character of this conservation easement shall be as follows:

1. It is the purpose and intent of the Grantors that the Property be maintained as a family cemetery known as the "Lewis Family Cemetery".

2. This conservation easement is given to provide for the protection and preservation of the Property and to provide for mitigation of adverse impacts to the Property.

3. Any act identified as constituting unlawful activities in Sections 872.02 and 872.05, Florida Statutes, shall be prohibited. Such acts include, but are not limited to destruction or removal of gravestones, vandalizing or injuring tombs and burial sites, and disturbing or damaging an unmarked human burial. The prohibition against disturbing human burials addressed herein shall not apply to any person acting under the direction or authority of the Division of Historical Resources or the Department of State, or any person otherwise authorized by law to remove or disturb a tomb, monument, gravestone, burial mound, or similar structure, or its contents or to any person otherwise authorized by law to disturb, destroy, or remove an unmarked human burial.

4. Nothing contained in this conservation easement shall act to prohibit any person so entitled from exercising any rights secured by F.S. §704.08 or any rights secured by the Native American Graves Protection and Repatriation Act of 1990.

5. Ingress/egress by which relatives and descendants of the deceased may visit the Property at reasonable times and in a reasonable manner is provided by that certain Easement recorded on Sept 3, 2014 in Official Records Book 4708, Page 1736, of the Public Records of Leon County, Florida.

6. Grantors and heirs of Grantor A and B agree to share all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Property and does hereby indemnify and hold Grantee harmless therefrom. Nothing herein shall prevent Grantors from requesting and/or receiving contributions from other persons or entities for the purpose of maintaining the Property and otherwise performing Grantors obligations hereunder.

a. Maintenance shall include maintenance of the gravestones, monuments and/or graves, mowing and pruning of trees.

b. Removal of hazardous, diseased or insect infested trees may be permitted upon prior approval from the Leon County Department of Development Support and Environmental Management (LCDSEM).

7. Grantors and heirs agree to share the expense of all real property taxes and assessments levied by competent authority on the Property.

8. Grantors and heirs intend that any costs incurred by Grantee in enforcing, judicially or otherwise, the terms and restrictions of this conservation easement against Grantors, heirs, successors, personal representatives or assigns, including without limitation, costs of suit, attorneys' fees and any costs of restoration necessitated by the violation of the terms of this conservation easement by Grantors, heirs, successors, personal representatives, or assigns be borne by and recoverable against Grantors and heirs, successors, personal representatives, or assigns.

9. Grantors and heirs intend that the enforcement of the terms and provisions of this conservation easement shall be at the discretion of Grantee and that any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantors, heirs, successors, personal representatives, or assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach.

10. Grantee agrees that it will hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this conservation easement exclusively for conservation purposes.

11. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Grantors agree that the terms, conditions, restrictions and purposes of this conservation easement shall be recorded in the Official Records of Leon County, Florida, and shall be included in any subsequent deed or other legal instrument by which the Grantors divests themselves of any interest in the Property; and shall run with the land and be binding on the Grantors, heirs, successors, personal representatives, or assigns.

14. This conservation easement shall not be amended, waived or discharged except by instrument in writing executed by Grantors and Grantee (or their respective successors and assigns) and which written document shall be recorded in the public records of Leon County, Florida.

15. The terms of this conservation easement shall be enforced by the Grantee pursuant to its Environmental Management ordinances and other applicable provisions of the County Code and Florida Statutes.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed by this conservation easement shall be binding not only upon Grantors but also on personal representatives, heirs, assigns and all other successors in interest and shall continue as a servitude running in perpetuity with the Property.

{SIGNATURES ON THE FOLLOWING PAGES}

SIGNATURE PAGE TO LEWIS FAMILY CEMETERY CONSERVATION EASEMENT

IN WITNESS WHEREOF, Grantor A and Grantee have caused these presents to be duly executed the date first above written.

WITNESS:

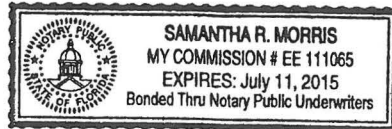
[Signature]
Print Name Kory Smith
[Signature]
Print Name MARK S GORDON

Carolyn L. Adams
Carolyn L. Adams, Successor Trustee for
Perry M. Lewis Living Trust

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 23rd day of August, 2014, by Carolyn L. Adams who () is personally known to me or () who has produced _____ as identification, and who did take an oath.

Samantha R. Morris
NOTARY PUBLIC
My Commission expires: July 11, 2015 SM



SIGNATURE PAGE TO LEWIS FAMILY CEMETERY CONSERVATION EASEMENT

IN WITNESS WHEREOF, Grantor B and Grantee have caused these presents to be duly executed the date first above written.

WITNESS:

Richard L. Shook
Print Name _____

[Signature]
Print Name _____

Alvin D. Lewis
ALVIN D. LEWIS, Successor Trustee for
Mary J. Lewis Living Trust

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 3rd day of August, 2014, by Alvin D Lewis who () is personally known to me or () who has produced _____ as identification, and who did take an oath.

Patricia H. Shook
NOTARY PUBLIC
My Commission expires:

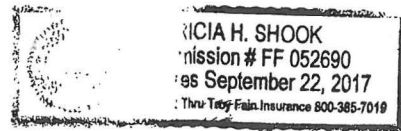
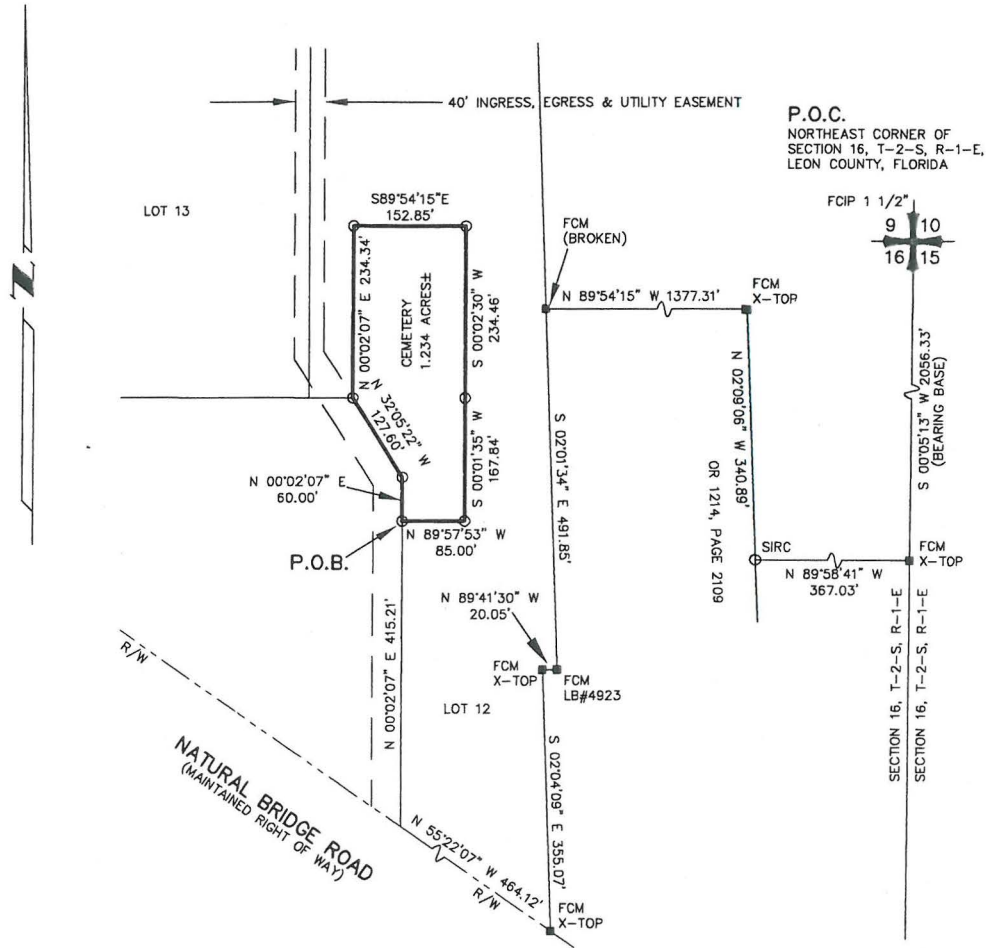
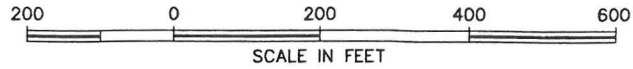


EXHIBIT A



A parcel of land lying in the Northeast Quarter of Section 16, Township 2 South, Range 1 East Leon County, Florida being more particularly described as follows:

Commence at an iron pipe marking the locally accepted Northeast corner of Section 16, Township 2 South, Range 1 East, Leon County, Florida and run thence South 00 degrees 05 minutes 13 seconds West along the East boundary of the Northeast Quarter of said Section 16 a distance of 2056.33 feet to a concrete monument; thence run North 89 degrees 58 minutes 41 seconds West 367.03 feet to a point lying on the Easterly boundary of lands described in Official Records Book 1214, Page 2109 of the Public Records of Leon County, Florida; thence run North 02 degrees 09 minutes 06 seconds West along said East boundary a distance of 340.89 feet to a concrete monument marking the Northeast corner of said lands; thence run North 89 degrees 54 minutes 15 seconds West 1377.31 feet to a concrete monument; thence run South 02 degrees 01 minute 34 seconds East 491.85 feet; thence run North 89 degrees 41 minute 30 seconds West 20.05 feet to a concrete monument; thence run South 02 degrees 04 minutes 09 seconds East 355.07 feet to a concrete monument lying on the Northerly maintained right of way boundary of Natural Bridge Road; thence run North 55 degrees 22 minutes 07 seconds West along said right of way boundary a distance of 464.12 feet; thence run North 00 degrees 02 minutes 07 seconds East 415.21 feet to the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** continue North 00 degrees 02 minutes 07 seconds East 60.00 feet; thence run North 32 degrees 05 minutes 22 seconds West 127.60 feet; thence run North 00 degrees 02 minutes 07 seconds East 234.34 feet; thence run South 00 degrees 01 minute 35 seconds West 167.84 feet; thence run North 89 degrees 57 minutes 53 seconds West 85.00 feet to the **POINT OF BEGINNING**, containing 1.234 acres, more or less.

SHEET 18 OF 19

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY & PROPOSED LOT LAYOUT FOR: LEWIS 2.1.9, SUBDIVISION

LEGEND:	R/W - RIGHT-OF-WAY	FCIP - FOUND CRIMPED IRON PIPE	NOTES:
CD - DESCRIPTION	D.D.T. - DEPARTMENT OF TRANSPORTATION	FCM - FOUND CONCRETE MONUMENT 4"x4"	1) THIS SURVEY IS DEPENDANT ON EXISTING MONUMENTATION
CP - PLAN	DB - DEED BOOK	FIRC - FOUND IRON ROD (5/8") & PLASTIC CAP	2) NO IMPROVEMENTS LOCATED OTHER THAN SHOWN.
CS - SURVEY	LB# - LAND SURVEYING BUSINESS NO.	FIRC - FOUND IRON ROD (5/8") & PLASTIC CAP	3) ALL MEASUREMENTS ARE U.S. FEET.
CC - CALCULATED	LS# - LAND SURVEYOR NUMBER	FNC - FOUND NAIL & METAL CAP	4) INFORMATION AND BEARINGS BASED ON PREVIOUS SURVEY BY BOBBY A. PRESNELL & ASSOCIATES, INC. FOR PERRY LEWIS DATED (REVISION DATE) 7/25-'91.
CD - DELTA	OR. - OFFICIAL RECORDS BOOK	ITEM - FOUND TERRA COTTA MONUMENT 4" DIA.	
R - RADIUS	P.O.B. - POINT OF BEGINNING	SCM - SET CONCRETE MONUMENT (4"x4") WITH METAL CAP LS#5831	
A - ARC LENGTH	P.O.C. - POINT OF COMMENCEMENT	SIRC - SET IRON ROD (5/8") WITH PLASTIC CAP LS#5831	
CH - CHORD	P.T. - POINT OF CURVATURE	SNC - SET NAIL & METAL CAP LS#5831	
UV/P - UTILITY POLE	P.T. - POINT OF TANGENT		
OHU - OVERHEAD UTILITY	P.I.C. - POINT OF INTERSECTION		
	P.R.C. - POINT OF REVERSE CURVATURE		

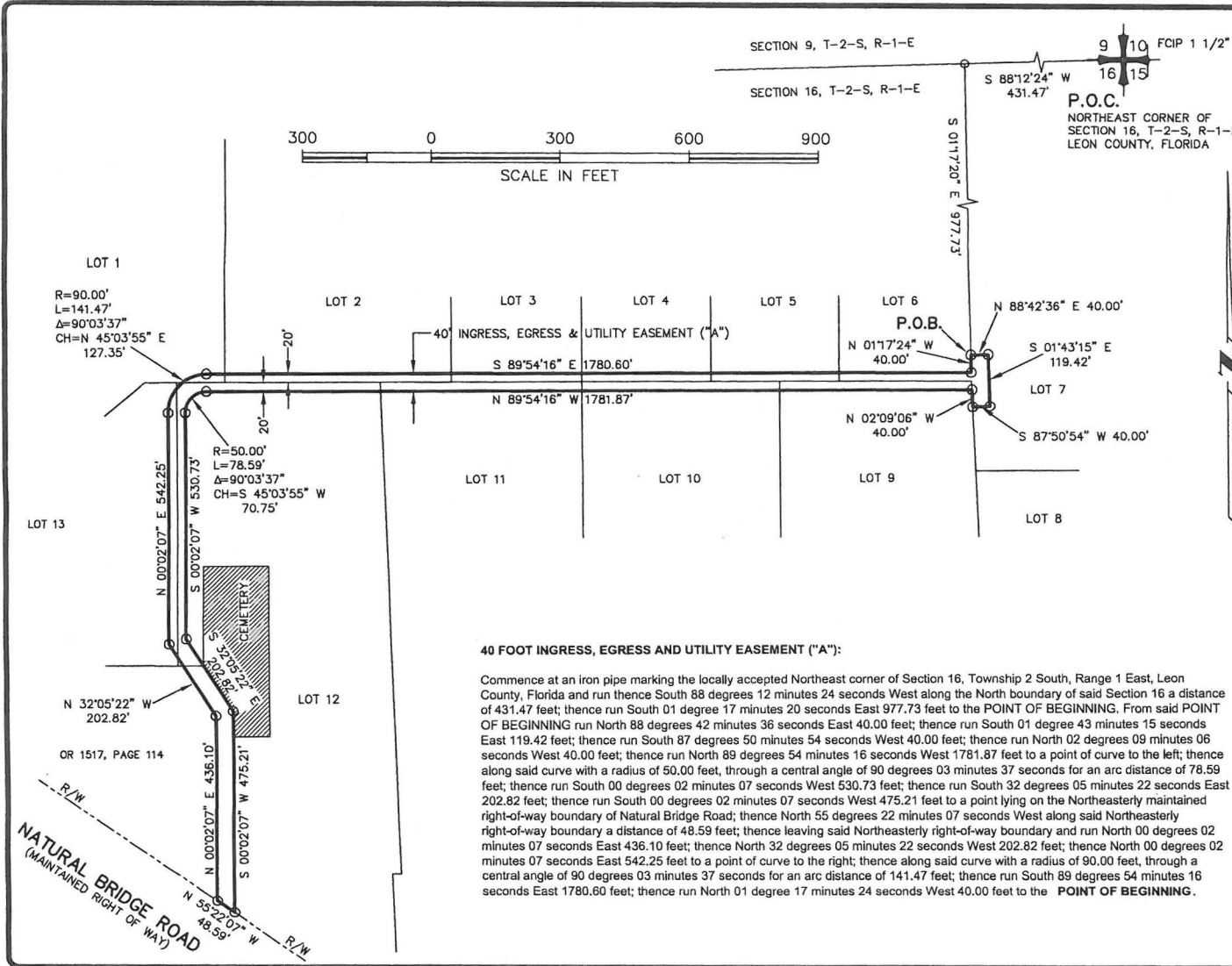
FILE No.	99011
P.S.R. NO.	164-05-09
DRAWING DATE	4/27/10
SCALE	1"=200'
SURVEY DATE	9/1/09
BOOK	2/21-24,8/18,11/28
	153/63, 99011.CDL
DRAWN BY:	GEG FH219.DVG

GUNN SURVEYING
1109 W. ORANGE AVENUE
TALLAHASSEE, FLORIDA 32310
PHONE: (850) 386-6742
EMAIL: GUNNSURVEY@GMAIL.COM

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PARCEL. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES

DATE _____
GEORGE E. GUNN, JR.
FLORIDA LICENSE NO. 18541
POSTED BY: [Signature] on October 6, 2014



40 FOOT INGRESS, EGRESS AND UTILITY EASEMENT ("A"):

Commence at an iron pipe marking the locally accepted Northeast corner of Section 16, Township 2 South, Range 1 East, Leon County, Florida and run thence South 88 degrees 12 minutes 24 seconds West along the North boundary of said Section 16 a distance of 431.47 feet; thence run South 01 degree 17 minutes 20 seconds East 977.73 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 88 degrees 42 minutes 36 seconds East 40.00 feet; thence run South 01 degree 43 minutes 15 seconds East 119.42 feet; thence run South 87 degrees 50 minutes 54 seconds West 40.00 feet; thence run North 02 degrees 09 minutes 06 seconds West 40.00 feet; thence run North 89 degrees 54 minutes 16 seconds West 1781.87 feet to a point of curve to the left; thence along said curve with a radius of 50.00 feet, through a central angle of 90 degrees 03 minutes 37 seconds for an arc distance of 78.59 feet; thence run South 00 degrees 02 minutes 07 seconds West 530.73 feet; thence run South 32 degrees 05 minutes 22 seconds East 202.82 feet; thence run South 00 degrees 02 minutes 07 seconds West 475.21 feet to a point lying on the Northeastly maintained right-of-way boundary of Natural Bridge Road; thence North 55 degrees 22 minutes 07 seconds West along said Northeastly right-of-way boundary a distance of 48.59 feet; thence leaving said Northeastly right-of-way boundary and run North 00 degrees 02 minutes 07 seconds East 436.10 feet; thence North 32 degrees 05 minutes 22 seconds West 202.82 feet; thence North 00 degrees 02 minutes 07 seconds East 542.25 feet to a point of curve to the right; thence along said curve with a radius of 90.00 feet, through a central angle of 90 degrees 03 minutes 37 seconds for an arc distance of 141.47 feet; thence run South 89 degrees 54 minutes 16 seconds East 1780.60 feet; thence run North 01 degree 17 minutes 24 seconds West 40.00 feet to the POINT OF BEGINNING.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER:
SPECIFIC PURPOSE SURVEY FOR: PERRY & MARY LEWIS PROPERTY SHEET 16 OF 17

LEGEND:
 (R/W) - RIGHT-OF-WAY
 (P) - PLAT
 (S) - SURVEYED
 (A) - ADJACENT
 (C) - CHORD
 (U) - UTILITY POLE
 (O) - OVERHEAD UTILITY
 (S) - SET
 (I) - IRON PIPE
 (C) - CONCRETE CURB
 (M) - METAL CAP
 (P) - PLASTIC CAP
 (S) - SET
 (I) - IRON PIPE
 (C) - CONCRETE CURB
 (M) - METAL CAP
 (P) - PLASTIC CAP

GUNN SURVEYING
 1109 W. ORANGE AV. STE-D
 TALLAHASSEE, FLORIDA 32310
 PHONE: (850) 386-6742

DATE: _____
 DRAWN BY: SEA
 2740307.DWG

FILE NO.: 99011
 P.S.R. NO.: 2740307
 DRAWING DATE: 03-22-07
 SCALE: 1"=300'
 SURVEY DATE: _____
 BOOK: _____

NOTES:
 1) THIS IS NOT A BOUNDARY SURVEY.
 2) NO IMPROVEMENTS LOCATED OTHER THAN SHOWN.
 3) ALL MEASUREMENTS ARE U.S. FEET.
 4) INFORMATION AND BEARINGS BASED ON PREVIOUS SURVEY RECORDS AND ASSOCIATED INC. FOR BEARINGS, DATA (RECORD DATE) 7/25/91, JOB NO. 91-231, P.S.R. NO. 0252-05-91.

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A SKETCH AND DESCRIPTION FOR A 60 FOOT INGRESS, EGRESS AND UTILITIES EASEMENT.

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61C-17 FLORIDA ADMINISTRATIVE CODE. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING THIS SURVEY. THE SURVEYOR HAS REVIEWED THE RECORDS AND INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

GEORGE E. GUNN, JR.
 PROFESSIONAL SURVEYOR AND MAPPER
 CERTIFICATE NO. 58331

REVISIONS: 04-13-07, UPDATED SURVEY, SEA 9/29/12, REVISED EASEMENTS, ADDED NATURAL FEATURES.

LEON COUNTY
DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

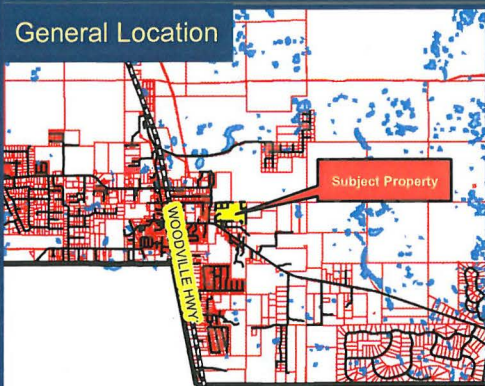
Attachment: 2

Page: 1 of 1

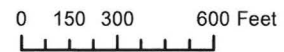


Lewis Family 2.1.9 Subdivision

General Location



1 inch = 600 Feet



Legend

- Buildings
- Waterbodies
- Subject Property
- Parcels

Tallahassee-Leon County GIS
www.tlcgis.org

LEON COUNTY

Note: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #9

Leon County Board of County Commissioners

Cover Sheet for Agenda #9

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Request to Schedule a First and Only Public Hearing for the Proposed Abandonment of a 30-foot Drainage Easement in Landover Hills, and Acceptance of a 20-foot Drainage Easement in Landover Hills for Tuesday, November 18, 2014 at 6:00 p.m.

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Tony Park, P.E., Director, Public Works and Community Development Tom Brantley, P.E., Director, Department of Facilities Management
Lead Staff/Project Team:	Graham Stewart, Real Estate Manager, Division of Real Estate Management Mitzi McGhin, Real Estate Specialist

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Schedule a first and only public hearing to consider the abandonment of a 30-foot Drainage Easement in Landover Hills, and acceptance of a 20-foot Drainage Easement in Landover Hills Subdivision for Tuesday, November 18, 2014 at 6:00 p.m.

Title: Request to Schedule a First and Only Public Hearing for the Proposed Abandonment of a 30-foot Drainage Easement in Landover Hills, and Acceptance of a 20-foot Drainage Easement in Landover Hills for Tuesday, November 18, 2014 at 6:00 p.m.

October 14, 2014

Page 2

Report and Discussion

Background:

Mr. Charles D. Terrell, owner of 6734 Landover Circle, Lot 8, Block "A", Landover Hills, has contacted staff and Leon County to abandon the west half of a 30-foot drainage easement following the east boundary of his lot per the plat of Landover Hills, in exchange for his donation of a 20-foot drainage easement along the west boundary of his lot.

Analysis:

The 30-foot drainage easement is located in Sections 19 and 20, Township 1 North, Range 2 East in Landover Hills subdivision which is located off Walden Road approximately $\frac{3}{4}$ mile south of Highway 90 East (Mahan Drive). The 30-foot drainage easement is centered on the common lot line of lots 8 & 9, Block "A" for a total of 15' upon each lot. During its October 14, 1997 meeting, the Board accepted the deed for right-of-way and drainage easements of the Landover Hills 2/3-2/3 paving project at which time this former private subdivision was transferred to public maintenance.

The subject drainage easement appears on the plat of subdivision dated August 3, 1990, but has not been improved or used for the purpose intended (Attachment #1). Mr. Charles D. Terrell, property owner of Lot 8, Block "A" Landover Hills contacted the Public Works Department staff to request that off-site drainage from the south be evaluated by engineers. Also, for the County Public Works Department to construct a swale along the west side of his property to convey it to the roadway drainage system. County engineering staff has reviewed the request and recommends obtaining an easement allowing Public Works to construct and maintain an adequate drainage conveyance to resolve the drainage issue.

Mr. Terrell has agreed to donate a 20-foot drainage easement to the west side of his lot in exchange for abandoning the 15-foot encumbrance on the east side of his lot, and a description and sketch of this exchange was prepared by Mr. Terrell's surveyor (Attachment #2). Because the proposed abandonment affects the full 30-foot drainage easement, staff has contacted James and Darlene Aldrich, property owners of Lot 9, Block "A" Landover Hills, and they have given verbal consent for the County to relinquish its right to use the existing drainage easement by an Abandonment Resolution.

Staff will follow-through regarding the abandonment request, consisting of advertisement and notification for the public hearing. Florida Statutes, Section 336.10 authorizes abandonment of "roads" and the definition of roads includes drainage ways, sidewalks and other property interest "associated with" the roads and to any land in connection therewith by resolution after an advertised public hearing. Section 336.10 requires that a notice be advertised in a local paper at least 14 days prior to the public hearing.

Staff is requesting the Board schedule a public hearing to consider the abandonment request for November 18, 2014 at 6:00 p.m.

Title: Request to Schedule a First and Only Public Hearing for the Proposed Abandonment of a 30-foot Drainage Easement in Landover Hills, and Acceptance of a 20-foot Drainage Easement in Landover Hills for Tuesday, November 18, 2014 at 6:00 p.m.

October 14, 2014

Page 3

Options:

1. Schedule a first and only public hearing to consider the abandonment of a 30-foot Drainage Easement in Landover Hills and acceptance of a 20-foot Drainage Easement in Landover Hills Subdivision for November 18, 2014 at 6:00 p.m.
2. Schedule a public hearing to consider the abandonment of a 30-foot Drainage Easement in Landover Hills, and acceptance of a 20-foot Drainage Easement in Landover Hills Subdivision for an alternate date.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Copy of Plat
2. Sketch of Description for Lot 8, Block "A", Landover Hills

10-45A

LANDOVER HILLS

A SUBDIVISION LYING IN SECTIONS 19 AND 20, TOWNSHIP 1 NORTH,
RANGE 2 EAST, LEON COUNTY, FLORIDA, AND LYING BEYOND THE
CITY LIMITS OF TALLAHASSEE, FLORIDA.

NOTE: LOT 1, BLOCK "A", AND LOT 5, BLOCK "B", DO NOT HAVE DIRECT VEHICULAR ACCESS TO WALDEN ROAD. DRIVEWAY ACCESS ON THESE LOTS IS TO LANDOVER CIRCLE

N O T I C E

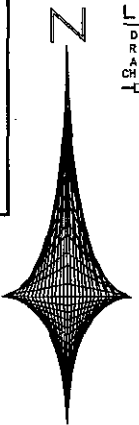
EXCEPT FOR THAT AREA DESIGNATED AS LEON COUNTY DRAINAGE EASEMENT ALL ROADS, STREETS, COMMON AREAS AND FACILITIES, EASEMENTS INCLUDING DRAINAGE EASEMENTS, AND RIGHTS-OF-WAY PROVIDING INGRESS AND EGRESS TO THE PROPERTY HEREON DEFINED, WILL BE MAINTAINED BY LANDOVER HILLS HOMEOWNERS ASSOCIATION, INC. LEON COUNTY IS NOT RESPONSIBLE FOR THE MAINTENANCE OF THE ABOVE. NO FILL OR DREDGING IS ALLOWED WITHIN LEON COUNTY DRAINAGE EASEMENT WITHOUT AN AMENDMENT TO THE LEON COUNTY ENVIRONMENTAL PERMIT.

THE CITY OF TALLAHASSEE HAS BEEN GRANTED A UTILITY EASEMENT OVER ALL ROADWAYS, AND AN 8 FOOT UTILITY EASEMENT ADJACENT TO THE ROAD RIGHT OF WAY.

NOTE: THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO WALDEN ROAD FROM LOTS 1 AND 5, BLOCK "B", AND LOTS 1 AND 33, BLOCK "A".

LEGEND

ROAD	DENOTES CENTRAL ANGLE	PC	DENOTES RADIAL LINE
—	DENOTES RADIUS	PT	DENOTES POINT OF CURVE
—	DENOTES ARC LENGTH	PRC	DENOTES POINT OF TANGENCY
—	DENOTES CHORD	O.R.	DENOTES OFFICIAL RECORD BOOK
—	DENOTES PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS (UNLESS OTHERWISE SHOWN ALL POINTS ARE MARKED WITH METAL CAP SHOWN IN NOTES.)	P.	DENOTES PAGE
		P.CAP	DENOTES METAL CAP AS SHOWN IN NOTES
		TAN. BRG.	DENOTES TANGENT BEARING



CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET AND THAT THE MONUMENTATION AND SURVEY DATA COMPLY WITH CHAPTER 177 OF THE FLORIDA STATUTES, AND CHAPTER 21HH-6 OF THE FLORIDA ADMINISTRATIVE CODE, AND CHAPTER 18.60 OF THE LEON COUNTY, CODE OF LAWS.

BROWARD P. DAVIS
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 1254

NOTICE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

NOTES

BEARINGS BASED ON PREVIOUS SURVEY BY BROWARD DAVIS & ASSOC., INC.

ALL LINEAR DISTANCES ARE MEASURED IN FEET

UNLESS OTHERWISE NOTED ALL PERMANENT CONTROL POINTS AND PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A CONCRETE MONUMENT AND CAP. (CAP AS SHOWN BELOW)

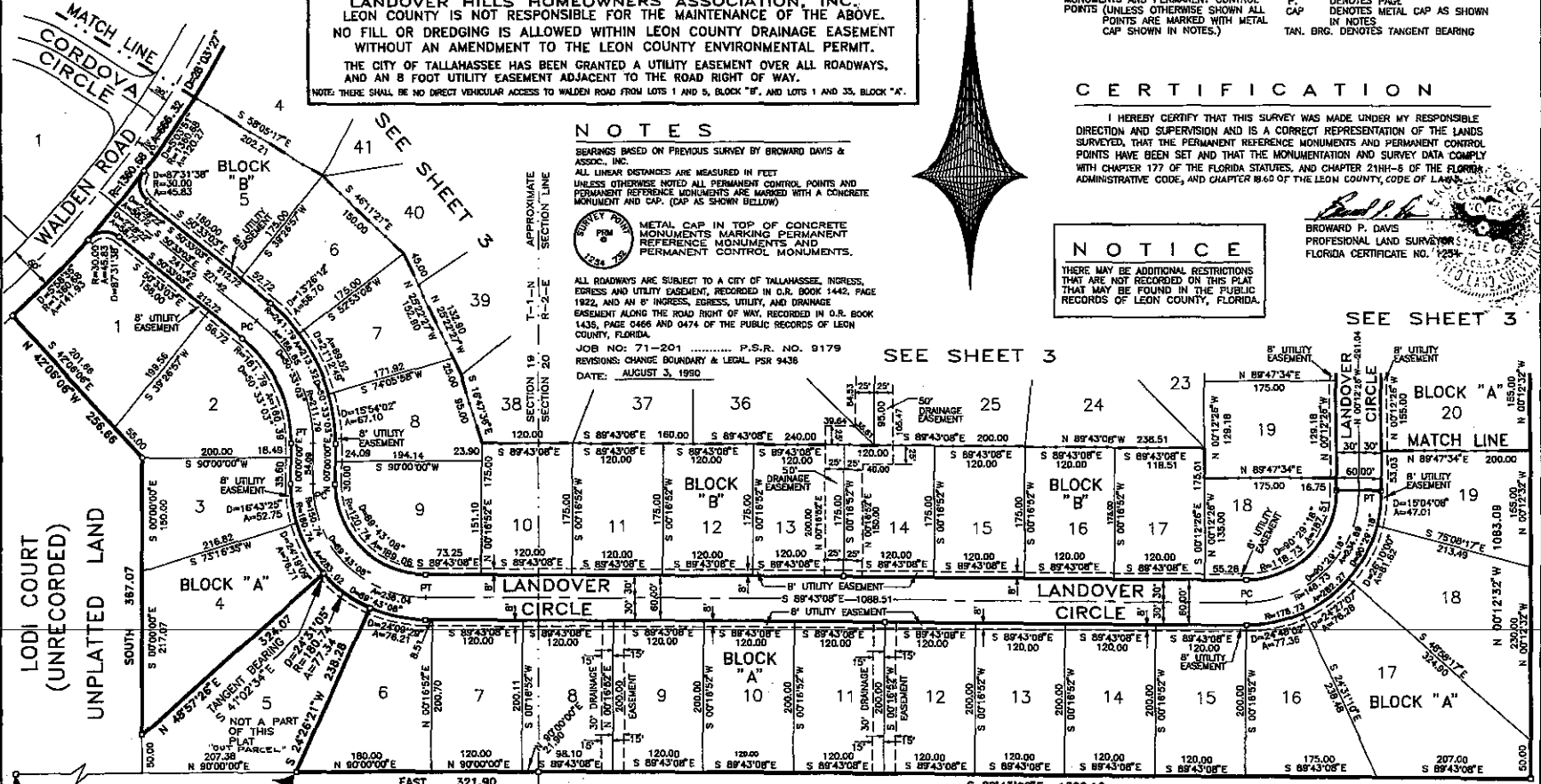
METAL CAP IN TOP OF CONCRETE MONUMENTS MARKING PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL MONUMENTS.

ALL ROADWAYS ARE SUBJECT TO A CITY OF TALLAHASSEE, INGRESS, EGRESS AND UTILITY EASEMENT, RECORDED IN O.R. BOOK 1442, PAGE 1922, AND AN 8' INGRESS, EGRESS, UTILITY, AND DRAINAGE EASEMENT ALONG THE ROAD RIGHT OF WAY, RECORDED IN O.R. BOOK 1435, PAGE 0466 AND 0474 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

JOB NO: 71-201 P.S.R. NO. 9179

REVISIONS: CHANGE BOUNDARY & LEGAL PSR 9436

DATE: AUGUST 3, 1990



EAST 913.10
POINT OF BEGINNING

POINT OF COMMENCEMENT
THE NORTHWEST CORNER OF LOT 1, BLOCK "C" OF THE ANTLERS, RECORDED IN PLAT BOOK 9, PAGE 62, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

THE ANTLERS
A SUBDIVISION RECORDED IN PLAT BOOK 9, PAGE 62 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.



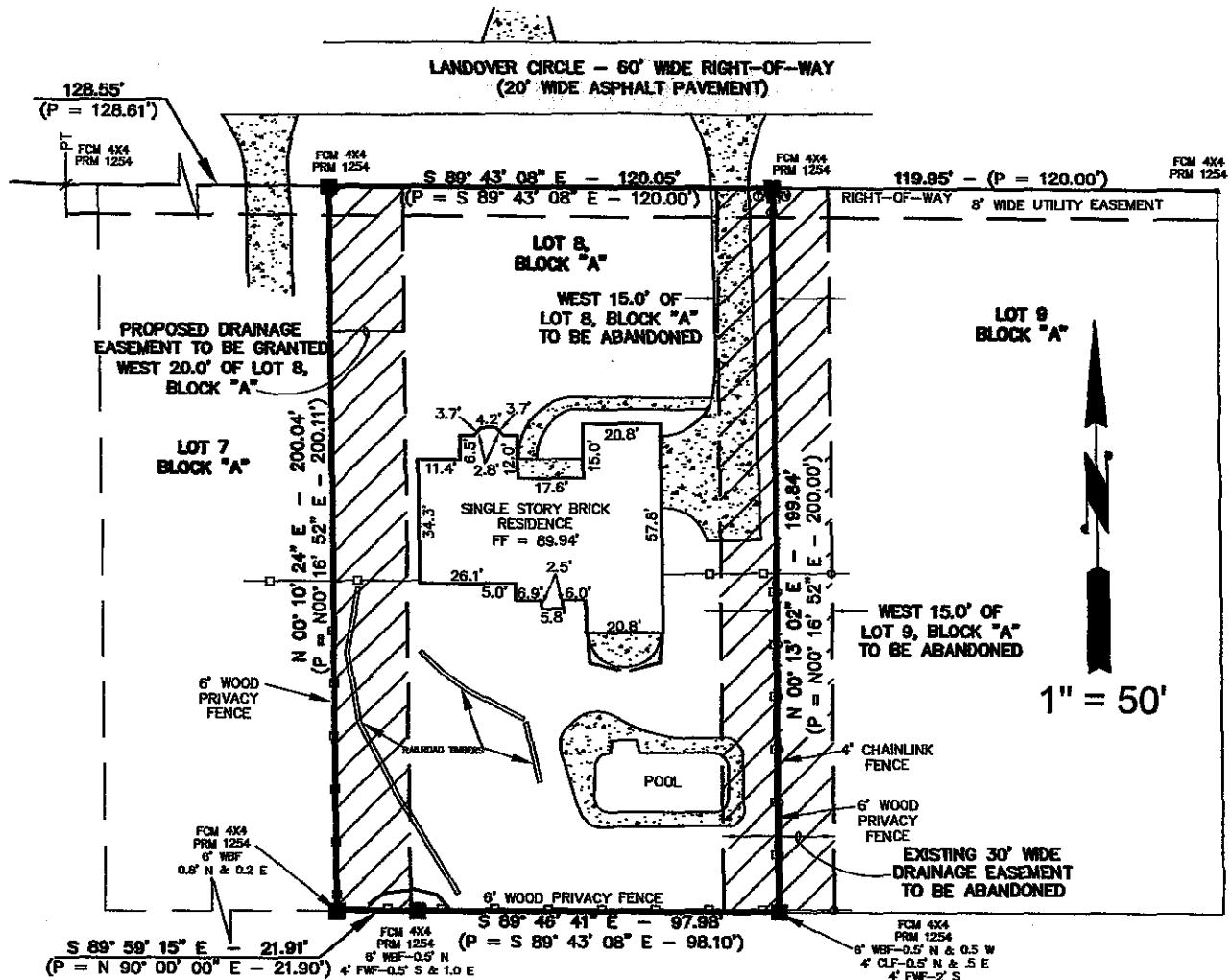
SCALE IN FEET
SCALE: 1 INCH = 100 FEET

PREPARED BY
BROWARD DAVIS & ASSOC., INC.
PLANNING — ENGINEERING — SURVEYING — DEVELOPMENT MANAGEMENT

NOTE: LOT 1, BLOCK "B", AND LOT 5, BLOCK "A" ARE NOT INCLUDED IN THIS PLAT, AND ARE DESIGNATED AS "OUT PARCELS", AND SHALL HAVE RIGHTS OF INGRESS AND EGRESS OVER THE ROADWAY SYSTEM OF THE SUBDIVISION.

LEGAL DESCRIPTION: DRAINAGE EASEMENT

A strip of land 20.0' wide, being more particularly described as the West 20.0' of Lot 8, Block "A", Landover Hills, a Subdivision as per plat thereof, recorded in Plat Book 10, Page 45, Public Records of Leon County, Florida. Being and lying in Section 19, Township 1 North, Range 2 East, Leon County, Florida.



SKETCH OF DESCRIPTION
NOT A SURVEY

W. Lanier Mathews, II

W. LANIER MATHEWS, II
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 4783
FOR THE FIRM - LM2 CONSULTING, INC. - LB 7865

June 11, 2014
DATE:

20' WIDE DRAINAGE EASEMENT TO BE GRANTED ON
LOT 8, BLOCK "A", LANDOVER HILLS
PLAT BOOK 10, PAGE 45
LEON COUNTY, FLORIDA

Project No.:	1405-002
Survey Date:	N/A
Drawing Date:	6/06/14
Drawn By:	L. MATHEWS
Field Book:	N/A
Scale:	1" = 50'

SHEET
1
OF
1

LM2 CONSULTING, INC.
4464 Luminous Lane
Tallahassee, Florida 32311
850.519.7466
Professional Surveyors & Mappers FL LB7865

**Leon County
Board of County Commissioners**


Notes for Agenda Item #10

Leon County Board of County Commissioners

Cover Sheet for Agenda #10

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Change Orders to the Existing Construction Contract for Killearn Lakes Drainage Project to North Florida Asphalt, Inc. in the Amount of \$162,347 for a revised Total Contract Amount of \$979,635

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park P.E, Director of Public Works & Community Development Kathy Burke, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Kim Wood, P.E., Chief of Engineering Coordination

Fiscal Impact:

This item has a fiscal impact. The original contract amount for this project was \$817,288; however, an additional \$162,347 is needed to address unforeseen conditions and additions to the project scope to address certain flooding issues. The additional funding for this project is available in the FY 2015 capital budget for Killearn Lakes Drainage.

Staff Recommendation:

Option #1: Approve the Change Orders for \$162,347, to the Killearn Lakes Stormwater Construction contract with North Florida Asphalt, Inc. for the revised total of \$979,635.

Title:: Approval of Change Orders to the Existing Construction Contract for Killearn Lakes Drainage Project to North Florida Asphalt, Inc. in the of Amount of \$162,347 for a revised Total Contract Amount of \$979,635

October 14, 2014

Page 2

Report and Discussion

Background:

The original stormwater management concept for Killearn Lakes was “Sheet Flow” from the road rights-of-ways and lots to be conveyed to the extensive Green Spaces and ultimately into the lakes/stormwater facilities. Over the years, the Green Spaces have been left in their natural state and trash, underbrush, and deadfall have impeded stormwater flows. The proposed project is to clean up and enhance the Green Spaces such that they will function as originally intended for stormwater treatment and flood control.

Since then, the project construction has proceeded with cleaning out underbrush, deadfall and trash, removing sediments that have built up in existing channels and restoring them so they can provide effective conveyance of stormwater; repairing existing conveyance systems, such as curbs and swales throughout Unit 2, utilizing berms and swales to redirect stormwater to the green spaces and safely passing it through the subdivision; enhancing the greens spaces by removal of dead and invasive vegetation and replanting with native species; and cleaning of the green spaces to reduce the risk of fire while enhancing wildlife habitat.

However, there was an existing in-home flooding at 9721 Waters Meet Drive that was not addressed in the first phase of the project due to budget constraints and issues with permits. The home flooded during Tropical Storm Fay, with approximately one foot of water in the structure. The flooding was the result of a small impoundment that had been constructed between Lake Monkey Business and Lake Blue Heron. The impoundment redirected the water through the adjacent property and into the home at 9721 Waters Meet Drive. The property owner contacted the County for assistance with the removal of the impoundment to protect the home. The lakes are owned by the Killearn Lakes Homeowners Association (HOA). Therefore, an informal cooperative partnership agreement was established between the property owner, the HOA and the County. If the property owner provided the necessary engineering designs and obtained the required County, NFWFMD, and USACOE permits, the HOA would grant the access needed to remove the impoundment, and the County would facilitate the construction utilizing a contractor already working for the county in Killearn Lakes. The property owner has hired an engineer to prepare the plans and acquire the permits. The County and NFWFMD permits have been obtained and the USACOE permit is pending issuance.

Analysis:

This item seeks Board approval of Change Orders to the Existing Construction Contract for Killearn Lakes Drainage Project to North Florida Asphalt, Inc. for \$162,347, for a revised Total Contract Amount of \$979,635.

Title:: Approval of Change Orders to the Existing Construction Contract for Killearn Lakes Drainage Project to North Florida Asphalt, Inc. in the of Amount of \$162,347 for a revised Total Contract Amount of \$979,635

October 14, 2014

Page 3

The existing contract for the construction of the drainage system in Killearn Lakes Unit 2 was awarded to North Florida Asphalt, Inc. at the July 9, 2013 Board Meeting for \$816,287. During construction, several unforeseen site conditions were encountered, including, but not limited to, utility relocations and the discovery of septic systems located in drainage easements/greenspaces where improvements were necessary. This required removal of several septic tanks/drainfields and the connection of those properties to sewer at no expense to the homeowner. Lastly, the proposed additional earthwork for removal of a small impoundment to provide additional flood relief for Waters Meet Drive will exceed the purchasing policy threshold of 10% and requires Board authorization.

The County's contractor for Unit 2, North Florida Asphalt, Inc. is currently on site in Killearn Lakes in the final stages of construction. They are intimately familiar with the project area, and its construction constraints of working with limited access and in close proximity to homes. The County has received a much reduced mobilization cost since they already have crews and equipment in the area, thereby making it more economical to utilize their services to complete this additional flood relief task.

Options:

1. Approve the Change Orders for \$162,347 to the existing Killearn Lakes Stormwater Construction contract with North Florida Asphalt, Inc. for the revised total of \$979,635.
2. Do not approve the Change Orders for \$162,347.
3. Board direction.

Recommendation:

Option #1.

VSL/TP/KB/KW/djw

**Leon County
Board of County Commissioners**


Notes for Agenda Item #11

Leon County Board of County Commissioners

Cover Sheet for Agenda #11

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Status Report on Barriers and Opportunities for Small-Scale Farms in Leon County

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Public Works and Community Development David McDevitt, Director, Development Support and Environmental Management Maggie Theriot, Director, Resource Stewardship
Lead Staff/ Project Team:	Kathryn Ziewitz, Sustainability Coordinator Debra Thomas, Community Involvement Planner Jiwuan Haley, Planner Ryan Culpepper, Development Services Director Graham Stewart, Real Estate

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Accept the status report on barriers and opportunities for small-scale farms in Leon County.
- Option #2: Approve staff to begin development of draft ordinances to eliminate barriers to operation of agricultural enterprises and coordinate stakeholder engagement to elicit feedback and ensure community support.
- Option #3: Approve staff providing a report summarizing the Sustainable Communities Summit to include the identification of possible action steps the Board can consider in furthering the development of the local food system.
- Option #4: Concur that an expansion to the existing Ft. Braden Community Garden and approximately 2.73 acres of the J. Hall Lewis Park could be utilized for small-scale farming operations.

Report and Discussion

Background:

At the June 10, 2014 Commission meeting, the Board directed staff to review:

- Regulatory barriers including land use and comprehensive planning
- Land availability & identification of suitable properties for small-scale farms
- Opportunities for assisting development of small-scale commercial farms.

Staff from the Real Estate, Planning, Development Support and Environmental Management, Leon County Extension, and the Office of Sustainability jointly participated in research and information sharing to produce this report.

An invigorated local food movement is fostering development of new forms of agriculture across the nation, state, and in our community. As opposed to what many envision as traditional rural farming on large plots of land, farming is increasingly taking a new approach of small footprint and/or urban settings. In light of the newest era of farming, regulations traditionally in place to ensure residential preservation may inadvertently be limiting small-scale farming activities.

Governmental regulations and policies are recognized to be a factor in either encouraging or discouraging success of small farm operations. Local governments are grappling with how to regulate small farm enterprises to balance quality of life and compatibility issues with encouragement of new forms of farming enterprises that may be located from urban to suburban to rural areas. This agenda item will review the status of regulation of agricultural activities in Leon County and provide opportunities to reduce these burdens.

In various locations of Florida (e.g. cities including Ft. Lauderdale, West Palm Beach; counties including Volusia, Pinellas, Lake, and Osceola), governments are examining and revising land use regulations and policies in order to encourage small farm enterprises based upon objectives including:

- Improving citizens' access to healthy food and food security
- Neighborhood revitalization
- Supporting creation of agricultural "green jobs"
- Promoting sustainable land use and education
- Enhancing rural character through preservation of working agricultural landscapes
- Tourism and sense of place promotion
- Youth empowerment and linkage to education K-12 as well as advanced education for STEM and other subjects

Leon County's Existing Commitment to Food-Related Initiatives

Leon County has a record of ongoing support for local food production and small farms. Strengthening the local food movement is seen as a vital element in the County's overall sustainability mission as it relates to health, quality of life, and economic development. Leon County efforts in this arena include a broad array of activities and involve numerous community partners. The following is a summary of the County's strong commitment to supporting and enhancing the local food system.

- Leon County Community Garden Program – The County in 2012 adopted a formal garden program establishing support for gardens on suitable County properties as well as for gardens providing civic benefits on non-County land. The County code was also revised to specifically allow for community gardens and ensure compatible definitions. To date, three gardens have been established on County lands and grants have been provided to 10 “Stakeholder” gardens on non-County lands. Gardens established have yielded benefits including enhancing food security, improving neighborhood identity and cohesion, and educating citizens about food production. County support consists of mini-grants (up to \$1,000 for a Stakeholder garden and \$500 for a garden on County land), technical assistance from Cooperative Extension, and, in the case of County gardens, support to develop the site, including providing water. Citizens who wish to start gardens go through a formal application process that allows for consistent consideration of all projects and ensures ample community support to increase the likelihood of long-term success.
- Sustainable Community Matters Program – In partnership with Leon Libraries, Sustainability staff hosts programs that focus on topics of local interest using local speakers. The programs focus on “hands-on” and “close to home” sustainability topics, and several have been on gardening or food topics, such as “Planning your Spring Food Garden,” “Good Plant, Bad Plant” and “Sustainable Food and You.”
- Sustainable Communities Summit – Summits since 2010 have consistently included food as a topic, for both keynote addresses and breakout sessions. The Summit in 2012 featured a “Local Food Movement” track, where citizens could gain insight into community gardening, food entrepreneurship, and the connection of local food choices with health. As reported more fully in a status report provided to the Board on September 23, the January 2015 Summit will have a theme of “Food for Us.” The Summit presents an opportunity for Leon County to: act as convener of the local players in the food movement; provide a forum for a collaborative learning experience about how food is linked to our health, economy, and environment; and to host constructive dialog to further the food movement.
- Placemaking – In cooperation with the Planning Department as part of its Placemaking initiative, the Office of Sustainability in May conducted a listening session at the Lake Jackson Town Center at Huntington Oaks to explore the feasibility of establishing a new farmers market at this location. The meeting was held in March, during a Sense of Place Community meeting to gather input for the placemaking plan for this town center, in response to strong citizen interest in a farmer's market.

A farmer representative described the economic investment required of growers to participate and the competing demands of existing farmer's markets that would make starting a new farmer's market at this location challenging. An alternative option was identified that would lay a foundation for a future market as well as immediately improve access of neighborhood residents to local food. This solution would be to establish a drop-off site for the Red Hills Online Market at this County location. The Planning Department will work to pursue this opportunity.

- FSU Planning Studio – A class of FSU graduate students from the Urban Planning Program developed a preliminary regional food assessment as part of their master's work in Spring 2013. County staff served on the review panel as well as supported the research, and provided networking and professional development opportunities to the students. An opportunity to support a subsequent studio that would allow further exploration of the economic development potential for the local small growers is also being explored.
- Collaborative Outreach on Food Theme – Leon County anticipates supporting a project by Sustainable Tallahassee that will inform and educate citizens about local and healthy food. This effort would continue ongoing partnership support by both Leon County and the City of Tallahassee for community-wide sustainability initiatives through Sustainable Tallahassee. The project would entail the promotion of existing local food organizations, events, and businesses and outreach events including a Local Food Expo as a part of annual Earth Day festivities.
- New Leaf Market Farm Tour – Leon County continues to work with a number of community partners, including New Leaf Market Co-op, which sponsors an annual Farm Tour for which the County will be a sponsor two years running. This year, TLC GIS and the Office of Sustainability created an interactive online map for the tour that can be accessed from mobile devices, thus bolstering already-strong marketing efforts for this event. The Office of Sustainability and Cooperative Extension will be hosting educational booths featuring composting methods. As was done last year during the tour this educational booth will be hosted at a Leon County farm.
- FAMU Institute for Public Health – Staff assisted the FAMU Institute for Public Health in applying for a USDA grant that was awarded in late September. The grant supports research into barriers and opportunities for increasing the use of farmer's markets by low-income residents. Improved knowledge of these factors will allow for better-targeted consumer education and outreach to build the customer base for farmer's markets served by local growers.
- Fostering Partnerships – Leon County will be working closely with a number of community leaders to maximize the opportunities for dialog and cross-pollination among food producers, marketing associations, social service agencies, and economic development leaders. These leaders include the Tallahassee Food Network, the United Way, and the Red Hills Small Farm Alliance, among many. The Summit will provide a forum for Leon County to enhance communication among the varied partners needed to advance the success of local production and improve access to local, healthy foods.

- Economic Development – The Office of Sustainability will conduct an exploration of economic development opportunities related to food through activities related to the Sustainable Communities Summit. The receipt of a grant from the state Department of Economic Opportunity (DEO) will enable more in-depth activities to assist the local food movement, including research to produce an asset map of actors within the local food movement and exploration of ideas for localizing the food economy. A follow-up Round Table meeting will be conducted after the Summit to capture insights and perspectives, and a final report will be produced to serve as a roadmap for further community food initiatives. In addition, the Office of Sustainability has had preliminary engagement with the tech incubator DOMI Ventures, to explore potential roles for the County related to economic development of food businesses.
- Cooperative Extension – Other efforts supported by Leon County include work by Leon County Cooperative Extension, which offers a wide array of programs and support for gardeners and farmers. Such activities include a “Fall into Vegetables” gardening series to introduce novice gardeners to vegetable gardening in the cooler months, research-based public presentations, including for the Sustainable Community Matters programs, on-site assistance to gardeners at County-supported community gardens, the Master Gardener helpline that answers questions from the public, and Open Houses in spring and fall.

Confirmed by efforts in other communities, the County can play a positive role as a catalyst for ventures or by providing progressive leadership, advocacy, policy, or organizational assistance to advance the local food economy. Leon County’s role as a convener for the local food movement was clarified and reinforced at a focus group held in May 2014. The Office of Sustainability invited community leaders of the food movement to share ideas for how Leon County could best contribute to the local food movement. In addition to specific projects being discussed, Leon County was recognized as having a role as convener by leaders in the local food movement.

Analysis:

In addition to the ongoing support and engagement in the community food movement, Leon County can provide a more supportive regulatory environment to foster rather than hinder small farms. Staff investigation, as directed, focused on regulatory considerations, potential County lands, and a brief examination of other ways the County might support small-scale commercial farms. Success in promoting small farm and urban agriculture can be summarized in three goals:

1. make it legal,
2. improve access to land, and
3. assist food entrepreneurs with business tools.

With these guidelines in mind, the analysis will be presented accordingly.

1. Make it Legal: Regulatory Issues

It is crucial to “make it legal” for farm enterprises to succeed. Farms are affected by laws and regulations imposed by state and local governments as well as by private property covenants and restrictions where relevant. The following provides an overview of local regulations.

Non-traditional farming is a relatively new occurrence, and therefore was not contemplated at the time of adoption of the Comprehensive Plan and implementing zoning districts. The Comprehensive Plan and Land Development Code are, therefore, generally silent on the issue of farms outside rural areas. Consequently, there are few development or zoning standards to guide implementation.

While County Codes do not provide for urban farms directly, they do support some forms of urban agriculture. Leon County has already taken a proactive approach in the Land Development Code by codifying the right to establish community gardens; however, commercial sales from County community gardens are prohibited.

While staff expects solutions can be developed, care and time is needed to develop the best approach to dealing with new forms of agricultural operations, especially where they would exist in established neighborhoods. Currently, the code for many residentially zoned areas, such as residential protection (RP), regards mixed land uses such as commercial or agricultural as encroachments.

Leon County has six zoning districts that currently allow some form of farming (agriculture) by right (Attachment #1). These districts are:

- Lake Protection (LP) - Crops and livestock production (restricted uses); fish hatcheries and preserves (special exception uses)
- Lake Talquin Recreational/Urban Fringe (LT/UF) - livestock production only
- Urban Fringe (UF) - Crops; livestock; ornamental nursery products; veterinary services; fish hatcheries and preserves; landscape counseling and planning (restricted use)
- Rural (R) - Crops; livestock; ornamental nursery products; veterinary services; fish hatcheries and preserves; landscape counseling and planning (restricted use)
- Open Space (OS) – Agriculture (principal use)
- Residential Acre (RA) – Agricultural production crops (principal use)

It should be noted that the LT/UF, UF, and Rural districts have restrictions on the location of retail sales; while the LP district is even more restrictive (requiring a PUD rezoning and stormwater runoff be retained onsite). In the OS and RA districts retail sales is not a permitted use. Furthermore, the Board recently adopted changes to the Land Development Code that restricts the number of locations where minor commercial uses are allowed in the Rural zoning district.

Potential Regulatory Solutions

Zoning tools have been successfully utilized around the United States and within the state of Florida to ease regulatory barriers for small farms. Prior to adopting and implementing any approach, additional research and community discussion should be used to formally expand the opportunities for farm operations in Leon County. Concerns about compatibility of farm enterprises and other land uses, including residential ones, need to be carefully considered. Consultation with interested parties, such as the Council of Neighborhoods Associations (CONA), would allow quality of life impacts to be thoroughly considered in conjunction with any future permitting of farming in residential areas. As evidenced by successful policies in other communities, it is possible to strike a balance among interests and needs of residents and small farm enterprises by way of carefully conducted engagement with the spectrum of stakeholders concerned. Potential tools are:

Zoning Overlay – An urban farming zoning overlay would create areas where farming could be allowed along with land uses already permitted by the property’s underlying zoning district and the future land use map category. The farms would be subject to specified regulatory requirements, including design standards, noise, odor, traffic considerations, and scale. This overlay could be implemented on any zoning that is deemed appropriate based on staff review and consistent with the Tallahassee-Leon County Comprehensive Plan. Overlays could provide a flexible regulatory tool to enable farming. The overlay could be triggered by the request from a property owner or could be implemented apart from a specific request.

Special Exception Use – Adding urban farming as a special exception use would allow urban agriculture operations to locate in a variety of districts. The specific nature and scale of permitted agricultural operations would be based on the zoning district, and would be crafted accordingly to mitigate potential impacts of farms (noise, odor, traffic, etc.) on neighboring areas as well as to ensure environmental protection, including storm water considerations. Carefully designed definitions of various farm types would be necessary, and farms could be required to obtain permits.

As previously mentioned, considerations about the benefits of permitting agricultural enterprises, especially if they involve on-site sales and therefore are retail (i.e. commercial) operations, need to be weighed against the desire of residents to restrict locations for retail trade. Well-operated small farm enterprises have the potential to improve quality of life by enhancing sense of place; including retail allows nearby residents access to fresh produce. In other communities, efforts to revise zoning and comprehensive plans to support emerging forms of agriculture and direct sales of local food have been undertaken as major planning projects and have led to successful outcomes after involving affected stakeholders in the planning process.

Integrated into other ongoing duties, planning staff expects it would take six months, at a minimum, to prepare draft ordinances and properly coordinate with stakeholders in the community. In order to ensure timely progress is made towards completion of previously adopted strategic initiatives, if directed, staff would begin development of draft ordinances and coordinate stakeholder engagement to elicit feedback and ensure community support over the next year. Additionally, this timeframe would allow the Planning Department to coordinate with the Planning Commission, which has requested a workshop on the topic of small farms as a part of their December meeting.

2. Land Availability

Access to land is crucial for farming. Farm success and profitability depends on the cost of land or lease in addition to operating overhead. In some areas, governments have adopted programs to provide public land for small-scale farms. Various types of municipally supported or owned farms are in effect across the Country, entailing different degrees of staff time and monetary investment to start and operate. A simple model operates similarly to a community garden effort. Following this model, the County would own the land and lease it out free to individuals who apply and create a justifiable Community Benefit Plan. The individuals then tend to the land themselves or lease land to others. Other municipally supported farms require greater, in-depth, and ongoing involvement by the local government host. An overview of 13 municipal farms identified through staff research is provided in Attachment #2.

County Owned Parcels Suitable for Farming

Staff identified parcels of County-owned land that may be suitable and available for consideration of a farm operation. Factors were applied to determine the suitability, which resulted in the elimination of almost all properties for a number of reasons (Attachment #3).

Attachment #4 identifies two suitable sites found:

- Ft. Braden Library - A portion of this land is already developed as a successful community garden. The area for the farm site would include the already existing community garden site of approximately one acre in size, plus the open land surrounding the garden. A potential of up to four acres could be used for a farm site at this location. The Ft Braden community garden board is supportive of consideration of creation of a larger farm operation.
- J. Lewis Hall Sr. Park – A portion of this site that contains approximately 2.73 acres on the western side of the property may allow for a farm site.

Two additional large properties could offer potential but further investigation and coordination with other departments is needed to determine eligibility. The first is Apalachee Regional Park. There are several existing and potential future uses in the park. Further study with the Parks department would be required to identify any potential site for urban farming. The other potential site is the property contained within the North Florida Fairgrounds. Leon County owns the property but it is leased to the North Florida Fair Association, which controls the property and governs any uses existing on it. The County is currently undergoing a Sense of Place initiative for the site that will provide alternatives for future development potential. Additionally, funds have been allocated in the sales tax extension to provide for overall improvements to the site. Pending the outcome of the Sense of Place initiative and sales tax referendum, pursuit of farming at this time is not recommended.

3. Business Development to Assist Small Farms

Other than “making it legal” and “improving access to land,” government can contribute to the growth of the local food movement by assisting in the creation of economic development and business planning tools. Increased consumer interest in purchasing local food highlights realistic potential for economic growth of the local food sector. Leon County has been an active player in the field of economic development, often in the more traditional notion.

However, the development of a strong local food network can directly support reinvestment into the local economy in food production and consumption as well as the creation of agricultural “green jobs.” In light of this, for the upcoming Sustainable Communities Summit staff has placed a strong focus on food as an economic development tool.

The theme of the Sustainable Communities Summit is “Food For Us: We’re All at the Table Together.” The Summit will provide participants an understanding of how food connects us and how we can enhance our individual and community food futures as well as to “grow” our local food economy. In addition to traditional attendees, specific emphasis will be placed on engaging actors who have the ability to influence local economic development. Key representatives from food-related businesses, economic development entities, and universities will be directly engaged in smaller events in the weeks before and after the Summit. It is hoped that their involvement leading up to, during, and following the event will promote networking and problem solving about gaps and opportunities in the community's local food system.

Leon County’s capacity to carry out the Summit and include a strong economic development focus is being expanded by a \$25,000 Technical Assistance Grant (TAG) from the Florida Department of Economic Opportunity (DEO). At the conclusion of the Summit, a written summary report will be generated featuring an overview of potential solutions identified for strengthening local food systems and identification of possible next steps. This report can be provided to the Board for consideration of opportunities for Leon County to further contribute to the development of the food movement. With this report, Leon County and community stakeholders would be better situated to pursue meaningful action in the development of a major driver for local farms.

Summary

The Board’s interest in supporting and promoting local agriculture aligns with emerging positive trends across the state and nationwide. Leon County has an opportunity to take short-term and longer-term steps to assist growth of this small business sector. The County can undertake directions outlined in this report to move toward accomplishment of the goals in the three areas of: 1) make it legal, 2) improve access to land, and 3) assist food entrepreneurs with business tools.

One step forward is for staff to undertake a comprehensive effort to revise land codes to eliminate barriers to operation of appropriate agricultural enterprises while considering impacts to neighborhood livability and quality of life. Two promising tools are a zoning overlay and a program for special exception uses for permitted farming enterprises. Such an effort would involve community stakeholders in order to devise definitions of appropriate agricultural operations for various districts, create a permitting system for farm enterprises, and address other regulatory issues.

Additionally, a summary report of the Sustainable Communities Summit will be generated featuring an overview of potential solutions identified for strengthening local food systems and possible next steps. This report could be provided to the Board for consideration of opportunities for Leon County to further contribute

Options:

1. Accept the status report on barriers and opportunities for small-scale farms in Leon County.
2. Approve staff to begin development of draft ordinances to eliminate barriers to operation of agricultural enterprises and coordinate stakeholder engagement to elicit feedback and ensure community support.
3. Approve staff providing a report summarizing the Sustainable Communities Summit to include the identification of possible action steps the Board can consider in furthering the development of the local food system.
4. Concur that an expansion to the existing Ft. Braden Community Garden and approximately 2.73 acres of the J. Hall Lewis Park could be utilized for small scale farming operations.
5. Do not accept the status report on barriers and opportunities for small-scale farms in Leon County.
6. Board direction.

Recommendation:

Options #1, #2, #3, and #4.

Attachments:

1. Map of Leon Zoning Districts Allowing Agriculture
2. Overview of Municipal Farms & Operating Models
3. Factors used in GIS Analysis of Potential Leon County Municipal Farm Sites
4. Leon County Potential Municipal Farm Sites

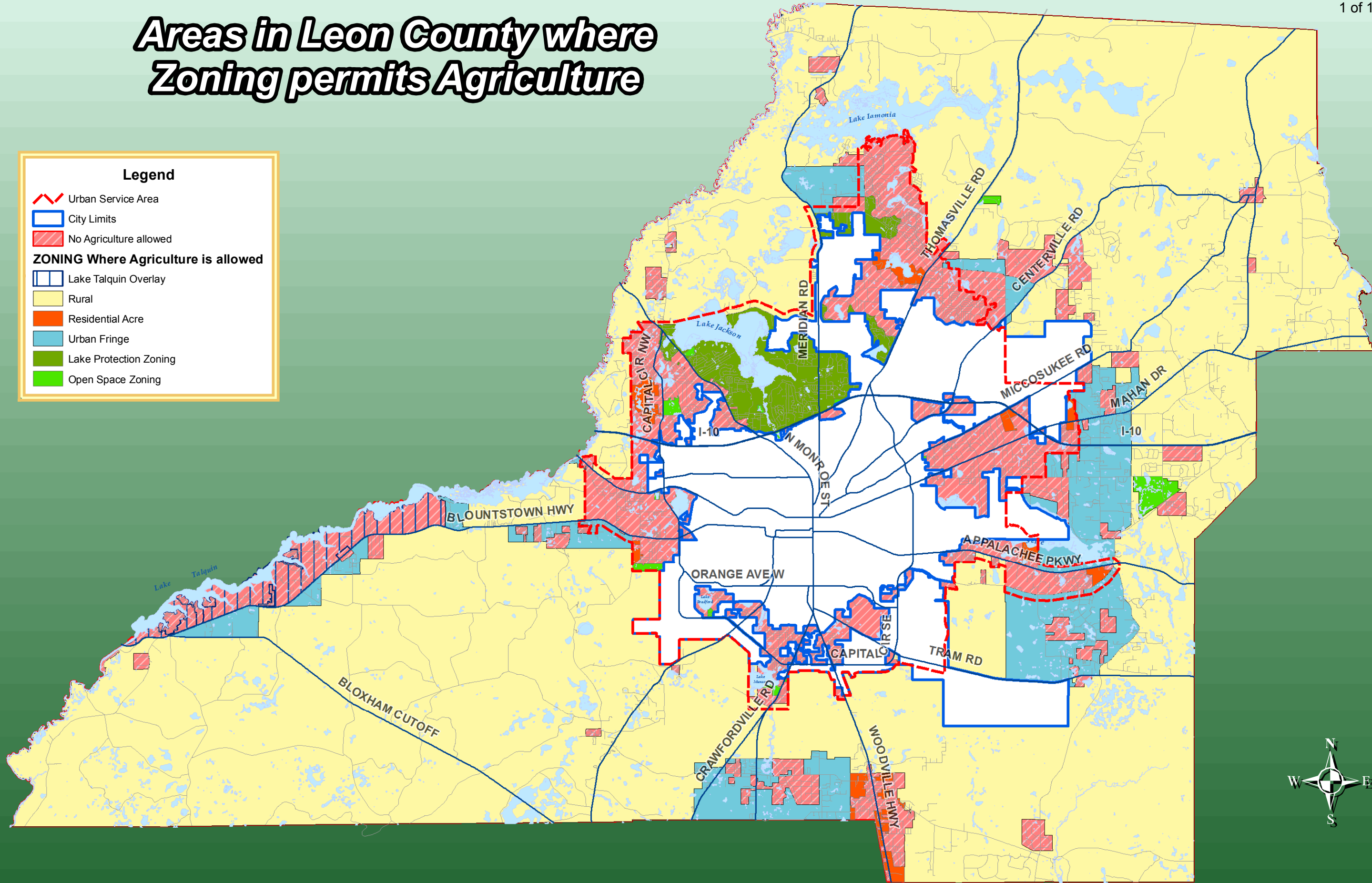
Areas in Leon County where Zoning permits Agriculture

Legend

- Urban Service Area
- City Limits
- No Agriculture allowed

ZONING Where Agriculture is allowed

- Lake Talquin Overlay
- Rural
- Residential Acre
- Urban Fringe
- Lake Protection Zoning
- Open Space Zoning



Overview of Municipal Farms in North America				
Location/Name	Land Ownership/Operated By	Government Role	Description	Links
OH- Beginning Entrepreneurs in Agriculture Networks (BEAN)	City: Cleveland Ohio State University Agricultural Extension.	Funding: USDA Partners: BEAN, Urban Ag Innovation Zone.	26 acres. BEAN received funding from the USDA beginning Farmers' and Rancher' program.	http://cuyahoga.osu.edu/topics/agriculture-and-natural-resources/market-gardening-and-urban-farming/the-kinsman-farm
MI- Recovery Park	City: Detroit Non-Profit	Funding: City support by putting empty lots on city's tax rolls.	Works with recently incarcerated & former addicts in Detroit, ultimate operation will be on 2,475 acres of land & will include food processing facilities. Expected to create 18,000 jobs in next ten years.	http://recoverypark.org/
WA- Seattle Youth Gardens	City: Seattle Non-profit	Funding: Donations and earnings from farmers markets Partners: Crew members	Focused on homeless youth or those recently in juvenile justice system.	http://seattleilth.org/sygw
IL- Windy City Harvest Corps	City: Chicago Non-Profit	Funding: Chicago Department of Family and Support Services (DFSS), and previously, the Illinois Department of Commerce and Economic Opportunity (DCEO). Partners: Chicago Botanical Gardens, City of Chicago, Roots of Success Program, supervised by Windy City Harvest	Used to work with previously incarcerated but now is focusing on 17- to 21- year olds	http://www.chicagobotanic.org/urbanagriculture/corps
IL- Growing Home Inc	City: Chicago Non-Profit	Funding: Donations from companies and direct sales from farmers markets & farm stands using crops they grow Partners: Community Supported Agriculture shares; Chicago; Growing Home	Sold over 13,000 pounds of local, USDA Certified Organic produce, with over \$45,000 in earned income.	http://growinghomeinc.org/
KS- Common Ground Program	City: Lawrence Community	Funding: low budget program; free leases/licenses to community. Partners: Multiple farm organizations	Has 8 farms. Over 2,000 lbs of produce donated to local food pantries, field trips for student groups, and community gardening class topics from compost to tree pruning. Transform vacant or under-utilized city properties into vibrant sites of healthy food production for citizens.	http://lawrenceks.org/common_ground
WA- Friends of the Farms	City: Bainbridge Community	Funding: Sponsorships; private individuals; and through City funds and leases Partners: local farmers and community	60 acres of public farmland. City highly involved	http://friendsofthefarms.org/about-2/organizational-documents
CO-Boulder County	County: Boulder County	Funding: bidded leases to qualified operators. Partners: Parks and Open Space Agricultural Resources Division	Approximately 25,000 acres of agricultural land. Over 90% of all crops grown end up in the food system.	http://www.bouldercounty.org/os/openspace/pages/agriculture.aspx

NC- Elma C. Lomax Incubator Farm	County: Cabarrus County grant funded	Funding: grants from North Carolina Department of Agriculture Agricultural Development Farmland Preservation Trust Fund (ADFPTF); The Cannon Foundation. A fund established by the Cabarrus County Boards of Commissioners Partners: farmers who rented the land and Elma Lomax	30.6 acres. The farm works much like a business incubator. Supports local farming while encouraging a new generation of farmers to ensure quality local food sources flourish in Cabarrus County.	http://lomaxfarm.org/
SC- Fresh Future Farms	City: Charleston Loan/non-profit	Funding: South Carolina Community Loan Fund's Feeding Innovation Challenge. \$25,000. Partners: Growing Power	0.75 acre lot. Place to grow and buy fruits and vegetables and an entire community food operation, with an on-site store to sell produce, toiletries and other groceries.	http://freshfuturefarm.org/
NC- Sustainable Alamance	City: Burlington Organizational	Funding: Through Donations. Tax-exempt organization Partner: public schools.	faith-based organization with farm and resturant employing recently incarcerated.	http://www.sustainablealamance.org/
NC- Durham Public Schools Hub Farm	City: Durham School	Funding: Donations; Tax-exempt organization Partner: public schools.	30 acre farm.	http://thehubfarm.wordpress.com/about/
Canada- Richmond Farm School	School	Partner: local polytechnic university	The Richmond Farm School is focused on providing training for those who wish to join the ranks of those engaging in local agriculture.	www.kwantlen.ca/ish/RFS.html

Factors Used in GIS Analysis of Potential Leon County Municipal Farm Sites.

A GIS analysis of County-owned land for potential small farm sites was conducted based on two stages of screening. The initial screening excluded entire categories of properties that were not suitable. These are listed in the first section below. Suitable categories were restricted to Facilities and Parks and Recreation lands. The second level of screening was applied to these two categories using environmental, land use, and other considerations as explained in the second section.

1) Leon Land Categories Excluded from Consideration as Potential Farm Sites

Leon County lands categories under Water Management, Facilities Leased, Boat Landings, Road Right-of Ways, Blueprint 2000 owned properties and Tax Deeds were not considered. The reasons are explained below.

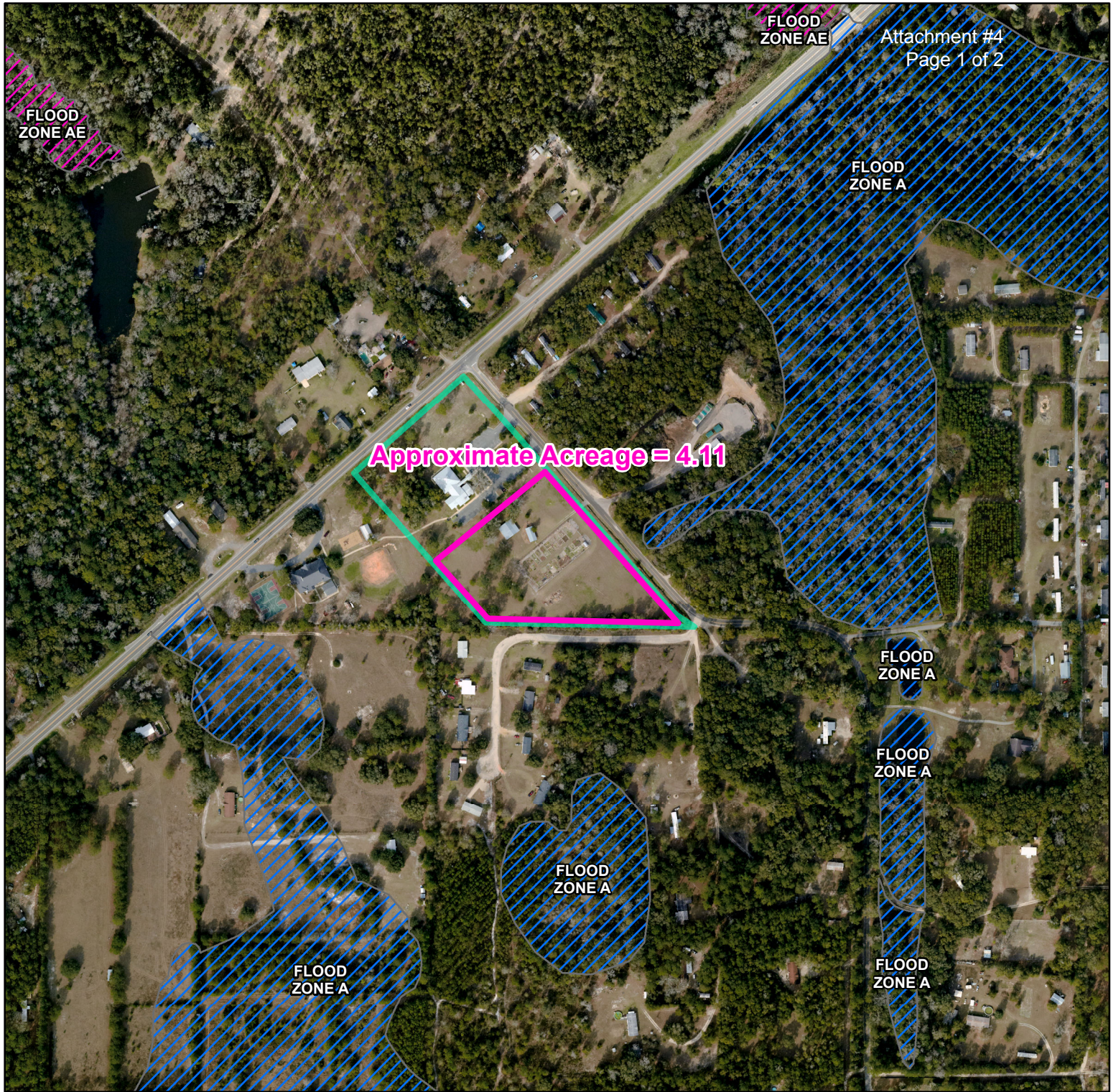
- Water Management – This category of property is used for storm water management where all of the parcels lie in flood zones that would not allow for an “agriculture” use.
- Facilities Leased – This category is a list of properties that are leased to other entities so Leon County does not have control of how the property is currently being used.
- Boat Landings – The properties in this category all lie within a designated flood plain and most do not have enough useable acreage to be considered.
- Road Right-of Ways – This category of property is used exclusively for traffic corridors throughout Leon County and is incompatible with an “agriculture” use.
- BluePrint 2000 – there are no properties currently available in this category. This category consists of properties purchased with BluePrint money but are held in Leon County’s name.
- Tax Deeds / Foreclosed Properties – We still have to thoroughly vet these properties. Use of these properties for urban farming would require further discussion and research.

2) Screening Criteria for Leon land parcels

Properties were further screened based on being more than 5 acres in size (such size being required in order to provide adequate space for composting, parking, structures). For all such parcels, further screening was applied to eliminate properties with the following characteristics:

- Properties were lying in a flood zone
- Conservation easements prohibited any type of land clearing or development
- Zoning regulations did not allow for an “agriculture” use

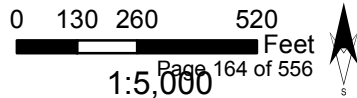
- Properties fell within special restricted development zones
- Site access was not available
- Extensive tree canopy coverage was present
- Property was reserved for future plans for development
- Property is being held in reserve for emergency management / disaster relief functions
- Property size and existing use were not compatible with farming activities
- Property was located next to unsafe conditions for a farm
- Property is currently leased by another party for another use
- The parcel was fully developed
- Restrictive covenants have been placed on the property
- Property's geographic contours are prohibitive of farming



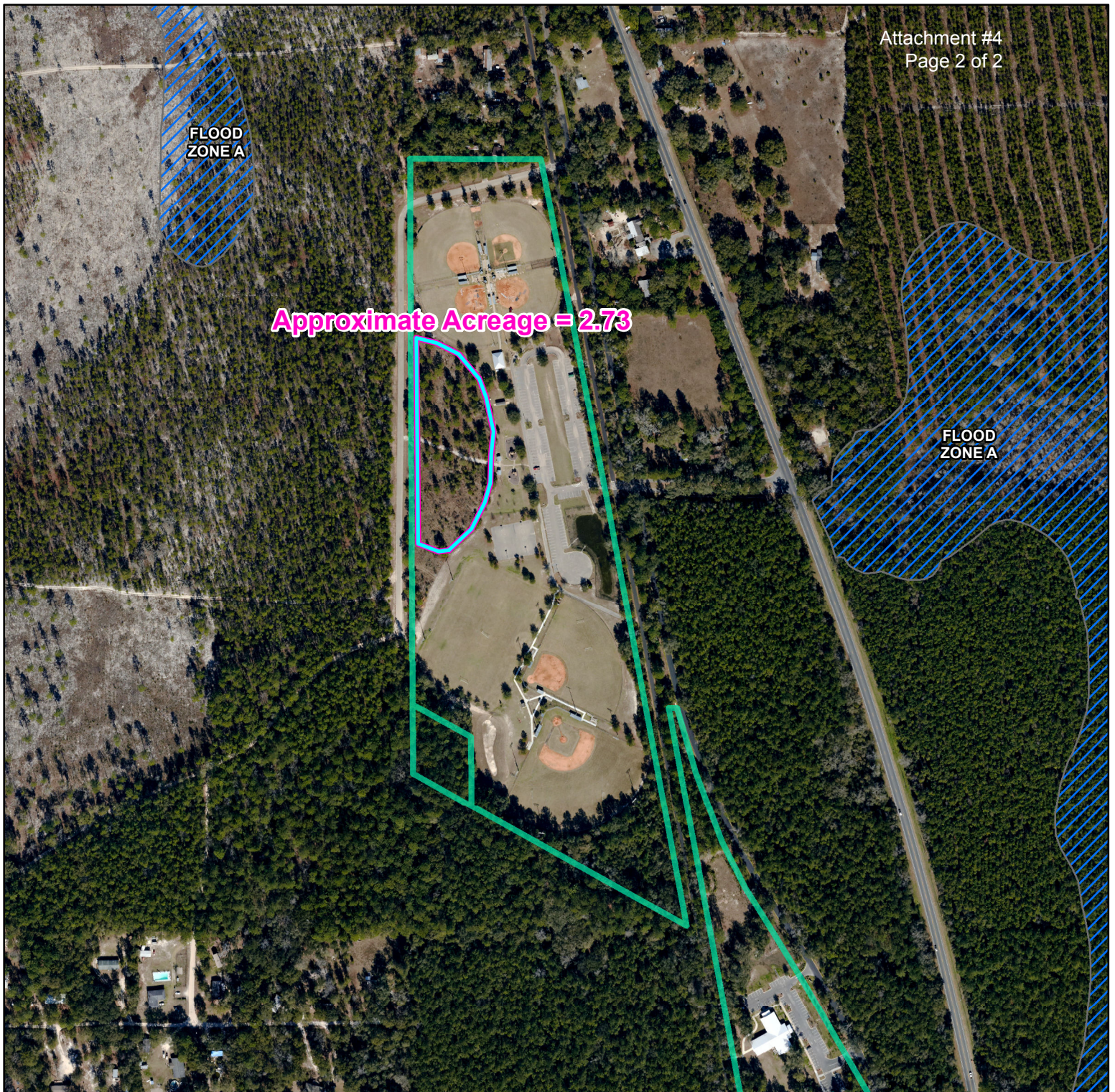
Fort Braden Potential Urban Farm Site

- | | |
|--|--|
| <ul style="list-style-type: none"> Urban Farm Review Sites Urban Farm Review Parcels | <p>Flood Zones</p> <ul style="list-style-type: none"> Zone X5 - 500 Year Zone A - 100 Year Zone AE - 100 Year Zone AE - 100 Year (Floodway) |
|--|--|







NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.



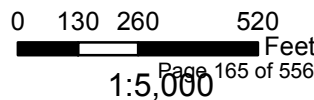
Posted at 7:15 p.m. on October 6, 2014



Woodville Park Potential Urban Farm Site

- | | | |
|--|---------------------------|---|
|  | Urban Farm Review Sites | Flood Zones |
|  | Urban Farm Review Parcels |  Zone X5 - 500 Year |
| | |  Zone A - 100 Year |
| | |  Zone AE - 100 Year |
| | |  Zone AE - 100 Year (Floodway) |

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Posted at 7:15 p.m. on October 6, 2014

**Leon County
Board of County Commissioners**


Notes for Agenda Item #12

Leon County Board of County Commissioners

Cover Sheet for Agenda #12

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the 2014 Leon County Annual Report

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Jon D. Brown, Director, Community and Media Relations

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Accept the 2014 Leon County Annual Report.

Report and Discussion

Background:

Policy No. 11-6, “County Administrator Performance Evaluation and Annual Reporting Process” requires the County Administrator to prepare an annual report, which provides a detailed analysis, summarizing the state of the County, based upon the prior fiscal year, and present the report for acceptance by the Board at the first regularly scheduled meeting in October of each year. Additionally, the policy requires presentation of the annual report to at least two community meetings conducted outside of the Courthouse, and to publish a summary of the annual report in a newspaper of general circulation.

The reporting requirements set forth in Policy No. 11-6 are consistent with Section 125.85(1), Florida Statutes (2012), to “Report annually, or more often if necessary, to the board of county commissioners and to the citizens on the state of the county, the work of the previous year, recommendations for action or programs for improvement of the county, and the welfare of its residents.”

Analysis:

Consistent with Policy No. 11-6, the County Administrator has prepared the 2014 Leon County Annual Report. The annual report will be distributed during the October 14, 2014 Board meeting, and a brief presentation has been prepared for the meeting.

Additionally, consistent with Board policy, the County Administrator will present the annual report at two meetings outside of the Courthouse, and a summary of the annual report will be published in a newspaper of general circulation.

Options:

1. Accept the 2014 Leon County Annual Report.
2. Do not accept the 2014 Leon County Annual Report.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #13

Leon County Board of County Commissioners

Cover Sheet for Agenda #13

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Staff Report on Community Efforts to Address Issues on the Southside

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Shington Lamy, Assistant to the County Administrator

Fiscal Impact:

This item has a fiscal impact. The item proposes a partnership between Leon County and the City of Tallahassee for the development of a South City Community Garden, which would include the use of a County-owned parcel located on Orange Avenue and Meridian Street and financial support through the access of the County's Community Garden Program grant funds, which are included in the FY 15 budget.

Staff Recommendation:

- Option #1: Accept the staff report on community efforts to address issues on the Southside.
- Option #2: Approve the partnership between Leon County and City of Tallahassee for the development of a South City Community Garden on the County-owned parcel located on Orange Avenue and Meridian Street, and authorize the County Administrator to execute a license agreement with the City of Tallahassee, in a form approved by the County Attorney.

Report and Discussion

Background:

On September 2, 2014, the Board directed staff to provide a report on County as well as community efforts to address issues on the Southside of Leon County. Leon County has a long tradition of providing programs, services, and capital investments that improve the economic opportunity and quality of life of citizens on the Southside. The following analysis outlines the concerns that have consistently been raised in regards to the Southside. Additionally it presents the efforts of the County, the City, and Sheriff's Office to address the issues that are presented.

Analysis:

For the purpose of the item, the Southern Strategy Area, which is defined in the County Comprehensive Plan, was utilized as a general boundary in identifying, collecting, and reporting efforts of the County and other community partners in the Southside of the community (Attachment #1). This area encompasses neighborhoods surrounding the Palmer Munroe Community Center, Florida A&M University, and James A. Rickards High School, as well as the Crown Ridge and South City neighborhoods.

According to data collected by the Tallahassee Police Department between 2011 and 2013, a significant amount of firearm incidents occur within the Southside and a disproportionate amount of suspects (89%) and victims (75%) are black males. Additionally, according to the Department of Health, infant mortality rates in census tracts located in the Southside are consistently higher than other portions of Leon County. In 2012, approximately 13% of infants in the South City census tracts were born with a low birth weight.

Additionally, many of the neighborhoods in the Southside reside in census tracts that the United State Agriculture Department (USDA) designates as food deserts. USDA defines a food desert as a census tract with a substantial share of residents who live in low-income areas that have low levels of access to a grocery store or healthy, affordable food retail outlets. Earlier this year, Harvey's Supermarket, which was, located less than a mile from the South City neighborhood, closed. Many South City residents identified Harvey's as their primary source for fresh produce.

The County, as well as its local government partners, has implemented an array of programs, services, initiatives, and capital improvement projects to improve the economic and quality of life for the residents on the Southside, as detailed in the following.

Leon County

Leon County has a long tradition of providing the programs, services, and infrastructure that improve the economic opportunity and quality of life of citizens on the Southside. Within the past few years, the County opened a community center and library in the Woodville area and expanded the Dr. B.L. Perry, Jr. Branch Library.

The County's most recent Press the Chest was held on June 7, 2014 with a focus on engaging minorities and neighborhoods on the Southside. The event, which attracted approximately 700 Leon County citizens, was held at the Florida A&M University's Al Lawson Jr. Multipurpose Center. Leon County EMS provided hands-on CPR training and demonstration on the use of AEDs. Participants received an American Heart Association CPR Anytime kit, which contains a CPR mannequin, DVD, and educational materials and supplies. The kits allow enabled participants to train family and friends in the use of these vital procedures. The following presents information on the County's ongoing and future programs and services that seek to impact and engage Southside citizens.

Southern Strategy Area

As previously mentioned, the boundary of the Southern Strategy Area was generally utilized to identify and analyze efforts to address issues on the Southside. The policies and map of the Southern Strategy Area was originally adopted into the Comprehensive Plan in 1998 and reviewed by the County and City Commissions every three years. Based on Census data, the unemployment rate within the area is traditionally significantly higher than the rest of Leon County. Although the Southern Strategy Area only comprises 13% of the County's population, 44% of total reported crime occurred within its boundary.

Recognizing the issues in the Southern Strategy Area, the Board has placed a high priority on projects that would provide for greater economic growth and enhance the quality of life. These projects include the widening of Woodville Highway, redevelopment of the North Florida Fairgrounds, and enhancements to Springhill Road and Lake Bradford Road. The projects have been identified by the Board funding through the sales tax extension. Additionally, the Board committed \$500,000 over a five-year period for the construction of the Comprehensive Emergency Services Center, which will relocate the Shelter into the Southern Strategy Area.

Primary Healthcare

For more than 10 years, the County's CareNet program has delivered primary healthcare and specialty care services to uninsured residents in Leon County through partnerships with local healthcare providers. Many uninsured residents live on the Southside. Additionally, census tracts within the Southside are designated as medically underserved areas by the U.S. Department of Health and Human Services. As a result, the County's annual funding of \$1.7 million significantly expands access to care for of residents on the Southside. The facilities, programs, and services offered by the County's healthcare partners are largely located in the Southside, providing greater access and convenience to patients.

Housing

The Leon County Housing Division provides first-time homebuyers down payment assistance, foreclosure prevention assistance, as well as home rehabilitation and home replacement services to extremely low, very low, low, and moderate income level residents to have safe and sanitary supply of affordable housing. Within the past year, Southside homeowners comprised more than a third of clients that received assistance through Housing Division's programs and services. Additionally, two times a year, the Housing Division hosts the Leon County Home Expo to educate homeowners and potential homebuyers on maintaining their homes, prevent foreclosures, and provide down payment assistance to veterans and first-time homebuyers. The events that occur at the County's Railroad Avenue facility are well attended by a considerable amount of Southside residents.

On September 5, 2014, the County held its Day of Service event in the Southside neighborhood of Crown Ridge Estates. More than 200 volunteers, including County Commissioners and County staff, assisted 37 homeowners with neighborhood landscaping, yard debris removal, painting, and pressure washing.

Libraries

The Leon County library system regularly provides programs and services to Southside residents at the Dr. B.L. Perry, Jr. Branch Library and Woodville Branch Library. The programs and services, including Baby Time, Story Time, and homework assistance promote literacy and the importance of learning through reading. Local organizations regularly utilize meetings rooms at the two branch libraries to educate residents on essential skill sets, including resume writing and typing.

Club of Honest Citizens

In its continuous effort to engage citizens through unique and meaningful programs, the County partnered with Village Square to host three Club of Honest Citizen events in the spring. The Club of Honest Citizens events, which were held in intimate social settings, fostered greater social interaction between citizens and County Government. In an effort to engage a more diverse audience at future Club of Honest Citizens events, the Board directed staff to partner with local organizations to attract citizens in the minority and college community, as well as hold an event on the Southside. The event will take place in April 2015. County staff and Village Square are working to identify potential partners for the event, which may include churches and businesses located on the Southside.

City of Tallahassee (City)

The City has implemented several projects and programs to address the socio-economic issues and infrastructure needs in the Southside area, including many in partnership with the County. The City's most recent efforts have focused on the South City neighborhood. To assist the neighborhood, the City created the Creating Awareness of Resources and Educational Services (CARES) program. Utilizing existing resources within City departments and divisions, the CARES Program provides resources and support in an effort to improve the quality of life in the neighborhood. These resources include a number of neighborhood cleanup events; distribution of emergency preparedness kits to residents; free home energy assessments; installation of energy saving light bulbs, water-efficient facets/showerheads, and weather stripping in South City homes; construction of a rain garden; health and fitness events, and educational programs.

In addition, the City meets regularly with members of the South City Revitalization Council and the newly formed South City Neighborhood Association that was created with the assistance of the City. The City's Park and Recreation Departments continues to provide guidance to the South City Neighborhood Association to encourage sustained participation by residents in the neighborhood.

In order to address gun violence in the community with an emphasis on the Southside, the Tallahassee Police Department (TPD) formed the Community Leadership Council on Gun Violence (Council) in July 2014. The Council, which is led by the TPD Chief, is comprised of 18 members largely representing Southside residents, business owners, and community organizers, as well as the offices of the Sheriff, State Attorney, and Public Defender. The Council meets monthly with the goal of developing action plans for programs, services, best practices, and initiatives to reduce gun violence, which disproportionately impact residents on the Southside.

In regards to capital infrastructure investments on the Southside, the City has scheduled several water, sewer, and stormwater improvement projects for the 2015 fiscal year (Attachment #2). The projects address flooding and reliable sewer service concerns in a number of Southside neighborhoods providing an improved quality of life.

Leon County Sheriff's Office (Sheriff's Office)

Within the past year, the Sheriff's Office has held several events within the Southside to improve safety, increase crime prevention, and promote literacy. The events were all held at apartment complexes in the Southside neighborhood to ensure access and convenience for residents. Many of the Sheriff's Office's events are geared to protect and/or educate minors and young adults in the community. Victim advocate and child identification kits were distributed to encourage families to record information for child-missing incidents. During the summer, the Sheriff's office holds a weeklong read-a-thon at various apartment complexes on the Southside. The Sheriff's Office also holds the Sheriff Adventure Camp Program each summer exposing at-risk youth to leadership skills and substance abuse education. Many of the youth that participate in the summer program reside in the Southside.

In preparation for the new school year, meet and greet sessions were held at Southside apartments with area school resource officers to provide information on gang awareness. In April 2014, career day events were held in conjunction with Goodwill providing assistance with resume writing, interview preparation, and job location. Safety Day events were held at various Southside apartment complexes in partnership with Leon County Emergency Medical Services to raise awareness on the use of seat belts, provide training on proper installation of child car seats, and distribute free bike helmets.

The Sheriff's Office also utilizes Neighborhood Crime Watch program in neighborhoods throughout the Southside to educate citizens, maintain and provide effective crime prevention programs and establish relationships and partnerships with the community. In an effort to provide greater assistance and collaboration of the programs and services in the community, the Sheriff's Office is currently implementing the SPIRIT Project. The 90-day pilot program will provide the Sheriff's Office the ability to refer residents with direct social services in the community. The Sheriff's Office has been working with a number of agencies and organizations in the community including Big Brothers and Big Sisters, the Boys and Girls Club, and the 50 Large Foundation. Although the SPIRIT Project is being implemented countywide, the Sheriff's Office expects a significant number of Southside residents to benefit from the program.

Collaborative Efforts

The County continually identifies opportunities for collaborative efforts that address the socioeconomic and infrastructure needs of the Southside. Recently, there has been extensive collaboration between the County and City to address the challenges of the Southside and engage the citizens of the community. These efforts of collaboration maximize County and City resources to provide opportunities that improve the economic conditions and quality of life in the Southside.

Enterprise Zone

In 2002, the County and the City jointly applied to create an approximately 20 square mile enterprise zone, which includes portions of the Southside community. The Enterprise Zone offers an assortment of tax incentives to businesses and residents that encourage private investment and increase employment opportunities within the area. Tax incentives include a sales and use tax credit, tax refund for business machinery and equipment used in an enterprise zone and sales tax refund for building materials. The goals of the Enterprise Zone include promoting private sector investments, providing increased employment opportunities for Enterprise Zone residents, and promoting stability by increasing home ownership in the Enterprise Zone.

Palmer-Munroe

In June 2010, Leon County partnered with the City and Leon County School Board to maintain and expand services at Palmer Munroe Teen Center. The Center, which had initially been identified for closure by the City, provides the most vulnerable youth in the community with programming that promotes social responsibility and civic awareness. Youth that attend the Center receive a unique blend of educational classes, workshops, and recreational activities. The County provides \$150,000 annually for the programs and services at Palmer Munroe, which is overseen by the City's Parks, Recreation, and Neighborhood Affairs Department. The County's effort with its local governmental partners also led to the collaboration with the Florida Department of Juvenile Justice for a restorative justice program.

TIGER Grant

This spring, the County and City partnered to submit a TIGER grant to U.S. DOT for the construction of sidewalks within the South City neighborhood and along Magnolia Drive that is adjacent to South City. Although the project was not awarded a TIGER grant, the County and City, through the Blueprint Intergovernmental Agency (IA), will consider committing funds for the construction of a multi-use trail on Magnolia Drive at future IA meeting. The project would significantly benefit residents in the South City neighborhood that regularly utilize the road for mass transit.

Sales Tax Extension

The current one-cent infrastructure sales tax, which has funded projects such as Capital Circle, Gaines Street, and FAMU Way, is scheduled to expire on December 31, 2019. Recognizing the importance of the continued investment in the community, the County and City have partnered to appoint citizens to the Sales Tax Committee, identify and review potential projects, and educate the public on the proposed one-cent sales tax extension. The citizens of Leon County will vote on November 4, 2014 whether to extend the one-cent infrastructure sales tax through 2040, which would include several projects on the Southside as reflected in Table 1.

Table 1. Sales Tax Extension Projects on the Southside

Monroe-Adams Placemaking	\$7,000,000
Orange Avenue Placemaking	\$4,100,000
Fairgrounds	\$12,000,000
FAMU Entry Points	\$1,500,000
Southside Gateway	\$29,700,000
Airport Gateway	\$58,700,000
Capital Circle Southwest	\$70,000,000
Orange Avenue Widening	\$33,100,000
Total	\$216,100,000

Additionally, as reflected in Table 2, funding set aside for countywide projects would also provide opportunity for further capital investments in the Southside.

Table 2. Countywide Sales Tax Extension Projects

Water Quality & Stormwater Improvements	85,000,000
Bike Routes	15,000,000
Sidewalks	50,000,000
Greenways	20,000,000
StarMetro	12,200,000
L.I.F.E.	2% of the penny sales tax
Economic Development	12% of the penny sales tax

South City Community Garden

In partnership, the County and City have been in discussions with citizen groups on the development of a community garden in the South City neighborhood. Earlier this year, Harvey’s Supermarket, which was located less than a mile from South City, closed. Many South City residents identified Harvey’s as their primary source for fresh produce.

The County and City have worked with the South City Revitalization Council, South City Neighborhood Association, and Tallahassee Food Network to identify the opportunity to develop a community garden that would provide access to fresh fruits and vegetables to the neighborhood. Preliminary collaborative discussions have identified a vacant County-owned parcel located on the corner of Orange Avenue and Meridian Street as an appropriate location for the community garden. The City would provide startup support and resources through its community garden program toward the development of the community garden. In addition to the use of the property, the County would provide financial support through the access of the County’s Community Garden Program grant funds that are included in the FY 15 budget. The Tallahassee Food Network would provide education and training to residents on producing and consuming fresh foods. In order to effectuate the proposed concept of the proposed community partnership, staff recommends that the Board authorize the County Administrator to enter into a license agreement with the City for the use of the property for the South City Community Garden.

The Tallahassee Democrat also intends to hold a Make-A-Difference event on Saturday, October 25th in the South City neighborhood to promote and engage residents on healthy eating and fitness. Should the County authorize the use of the County-owned property for a community garden, the event would take place at the site and would include a 5k run and a gardening and seeding demonstration led by the Tallahassee Food Network.

Conclusion

The County and its local government partners are actively addressing the issues on the Southside through provision of services, capital investments, and community engagement. Ongoing and future efforts of the County, City, and Sheriff's Office demonstrate each organization long-term commitment to the residents and neighborhoods of the Southside. The County will continue to identify opportunities for collaboration with governmental and community partners to spur economic growth and improve the quality of life on the Southside.

Options:

1. Accept the staff report on community efforts to address issues on the Southside.
2. Approve the partnership between Leon County and City of Tallahassee for the development of a South City Community Garden on the County-owned parcel located on Orange Avenue and Meridian Street, and authorize the County Administrator to execute a license agreement with the City of Tallahassee, in a form approved by the County Attorney.
3. Do not accept the staff report on Community Efforts to Address Issues on the Southside.
4. Do not authorize the County Administrator to execute a license agreement with the City of Tallahassee, in a form approved by the County Attorney, for the use of the County-owned property located at Orange Avenue and Meridian Street for a South City Community Garden.
5. Board direction.

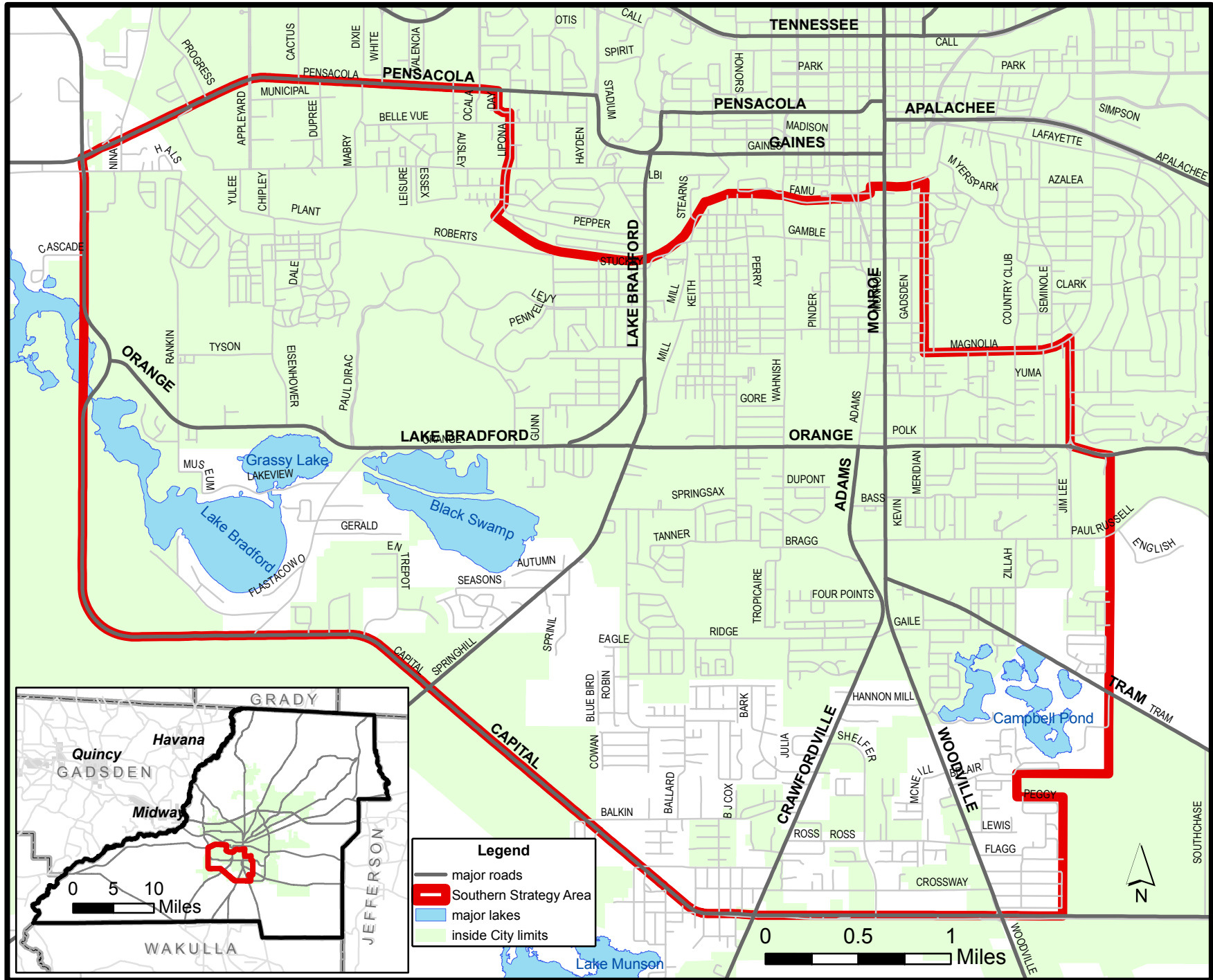
Recommendation:

Options #1 and #2.

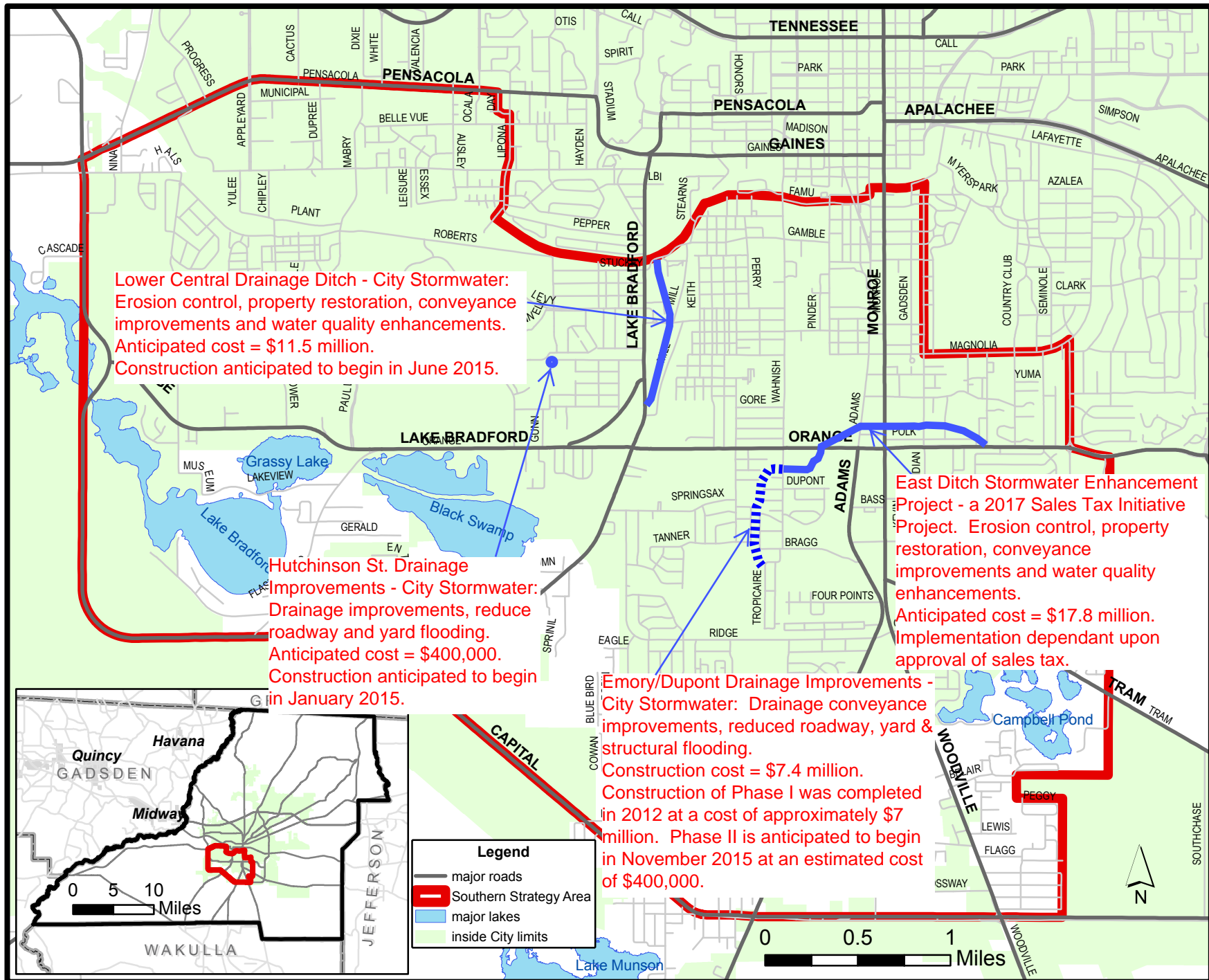
Attachments:

1. Southern Strategy Area Map
2. Map of City of Tallahassee Improvement Projects within the Southern Strategy Area

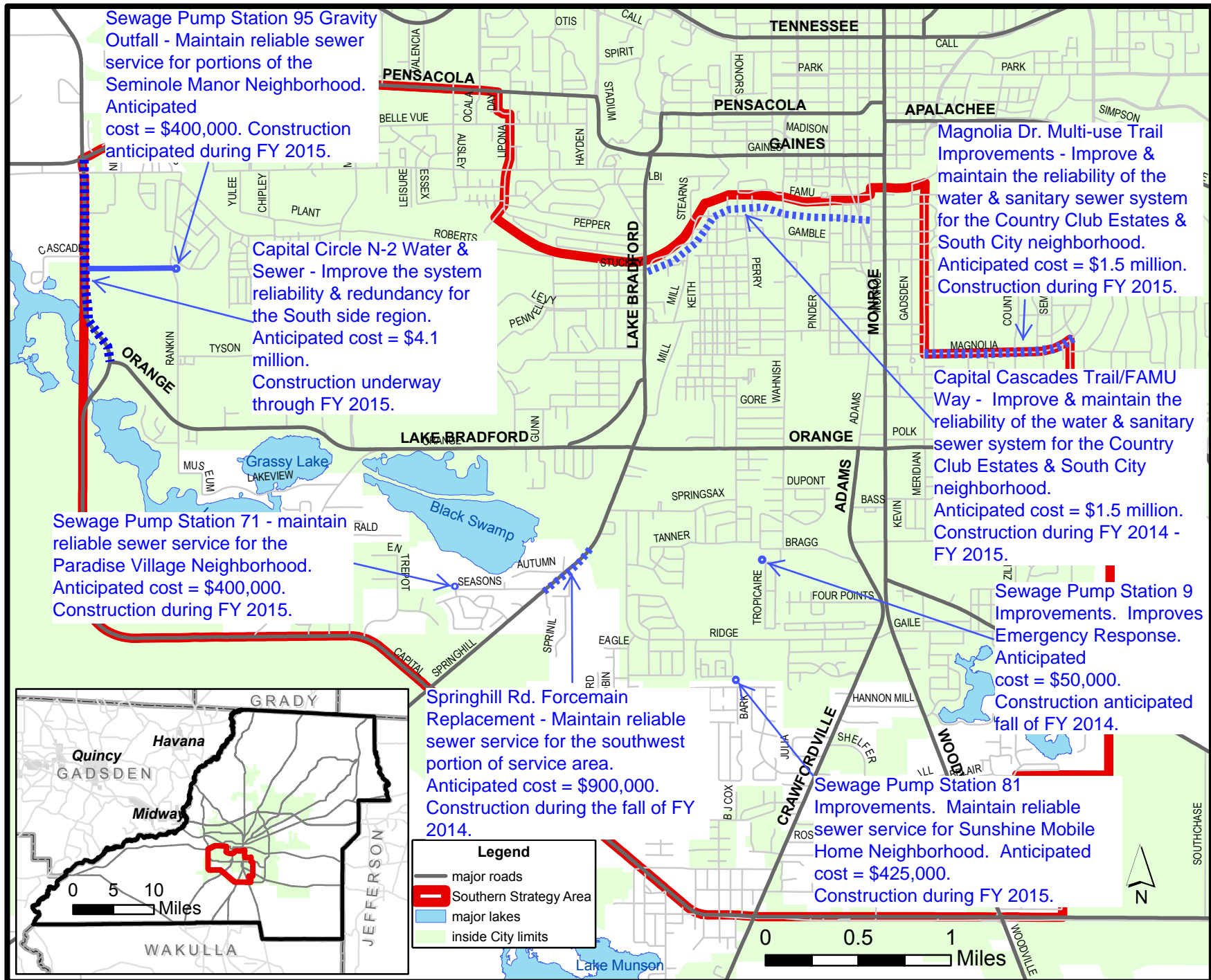
Southern Strategy Area, 2013



City Stormwater Southside Projects



City Water & Sewer Southside Projects



**Leon County
Board of County Commissioners**


Notes for Agenda Item #14

Leon County Board of County Commissioners

Cover Sheet for Agenda #14

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the December 2014 Board Retreat Agenda

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Kim Dressel, Senior Assistant to the County Administrator

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

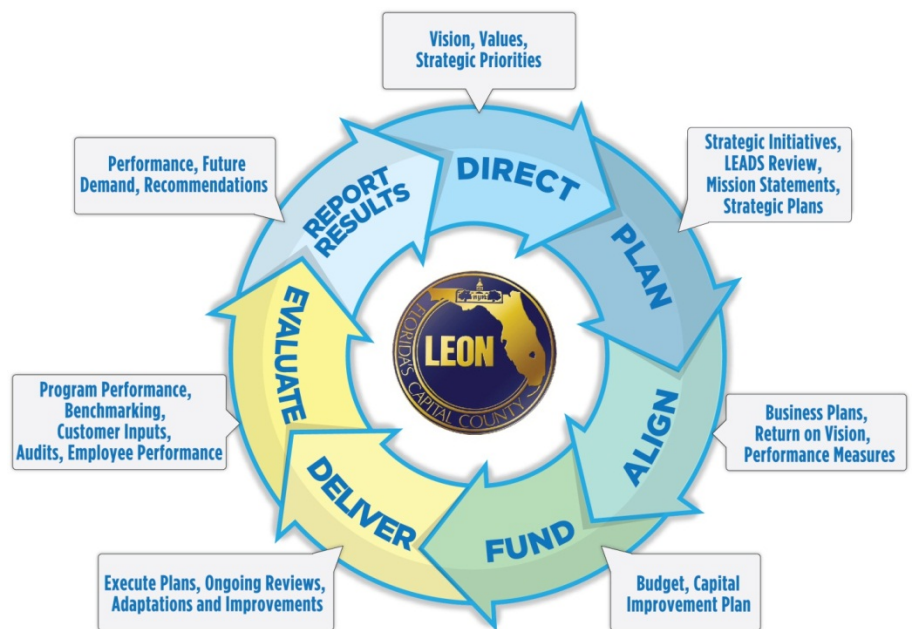
Option #1: Approve the proposed agenda for the December 8, 2014 Board Retreat (Attachment #1).

Report and Discussion

Background:

At the Board workshop of August 23, 2011, the County Administrator introduced Leon LEADS (Listens for Changing Needs, Engages Citizens and Employees, Aligns Key Strategic Processes, Delivers Results & Relevance, Strives for Continuous Improvement), a comprehensive strategic process to align the Board's top priorities with the optimized resources of the organization while instilling the County's people focused performance driven culture. During the December 2011 annual retreat, the Board initiated a key element of Leon LEADS by establishing the County's strategic direction through the creation of an initial two year strategic plan.

During the December 2011 retreat, the Board began to align its strategic processes by defining its Vision Statement. The Board then participated in a SWOT process (strengths, weaknesses, opportunities, and threats). Utilizing the SWOT analysis, the Board established four strategic priority areas for the next two years. The four Strategic Priorities, Economy, Environment, Quality of Life, and Governance, are high-level categories of focus, which consider the desired future condition and the major areas of County government's



responsibilities, critical to the success of the community. Strategic Priorities determine the entire direction of Leon County government. Each Strategic Priority is identified with:

1. A Title (which is a general area of focus),
2. A General Statement (which is a general strategy statement, and speaks to the overall mission of the organization with respect to this general area of focus), and
3. Directional Statements (to provide focus and additional specificity for each area).

Subsequent to receiving the Board's direction during its December 2011 retreat, extensive efforts were undertaken by staff from December 2011 through February 2012 to identify 84 Strategic Initiatives that would bring the Board's four Strategic Priorities into action. Countywide departments and divisions also revised their missions to align with the County's Vision Statement. Those Strategic Initiatives and the County's core practices were approved by the Board on February 28, 2012.

As approved by the Board, the December 2012 retreat provided an opportunity to update the plan it established in 2011, as it was the second year of the two-year plan. During the retreat, the Board refined its Vision Statement and some of its Strategic Priorities and existing Strategic Initiatives, and identified 25 new Strategic Initiatives. Additionally, the Board engaged in a meaningful discussion facilitated by John Streitmatter, Principal with Leadership Research Institute.

During the discussion, opportunities to enhance the leadership capacity of the Commission were identified, with respect to how Commissioners work together; how the Board works with community partners; how the Board engages with citizens; and how the Board works and engages with staff. Through this effort, the Board is now better positioned to deal with issues that cannot be planned for.

For the December 9, 2013 retreat, the Board approved holding a conversation with the FSU President regarding the redevelopment of the Civic Center district; and, a conversation with Liz Joyner and Bob Jones (Florida Conflict Resolution Consortium) regarding moving citizen engagement to “the next level”, which led to the ultimate creation of the “Club of Honest Citizens.” Also during the retreat, the Board approved transitioning to a five-year planning cycle with continued annual reviews and updates, and semi-annual status reports. Leon County’s current Strategic Planning cycle is now from FY 2012 through FY 2016 (Attachment #2).

Analysis:

As previously noted, through the Board's significant strategic planning efforts and the LEADS structure, Leon County government has an approved vision, direction, and acceptable behaviors and standards for accomplishing our priorities. The Board has adopted clear goals which are carried out by empowered employees. Progress is measured, tracked and routinely reported to the Board. These are the traits of a highly performing organization: everyone in the organization knowing where we are going and how we are getting there.

2014 Board Retreat Agenda – As with previous years, the annual retreat is a time for the Commission to work as a collegial body on important policy issues; away from the normal day-to-day agendas, budgets and workshop. Given the five year planning cycle, the strategic planning update portion of the retreat will not consume the entire day which therefore allows sufficient time for substantive long term policy matters to be discussed. Based on previous direction from the Board, staff has provided a summary of two significant policy issues that the Board may wish to consider for discussion at the retreat. Staff is prepared to develop retreat items for these issue(s), or any other matters that the Board would like to address at the retreat. Of course, the Board may provide any other direction or guidance on how the Board would like to utilize your time at the retreat.

1. The Comprehensive Plan and the Goals of the Community – During the Board’s September 2, 2014 meeting, Commissioners requested the allocation of time, during the 2014 Board Retreat, to discuss the Comprehensive Plan and the goals of the community, including an analysis of comprehensive plan amendments over the past two years. This discussion was part of the broader Board discussion held during the Second and Final Public Hearing to Adopt Proposed Revisions to the Land Development Code Regarding Minor Commercial Land Uses in the Rural Zoning District (Agenda Item 29, September 2, 2014 Board meeting).

The Comprehensive Plan has evolved over the years and various community opinions of the plan exist. A portion of the community believes that the Comprehensive Plan should be detailed in nature and should not change over time. In other words, “Let’s identify our plan and stick with it for the next 20 years.” Others feel that the Comprehensive Plan is unnecessarily burdened with detail and it does not provide the flexibility necessary to address the community’s changing conditions. In other words, “We cannot reasonably know all there is needed to know to plan 20 years into the future.”

If the Board directs the placement of this issue on the agenda for the December 2014 Board Retreat, the related agenda item will provide sufficient detail to convey the history of the

Comprehensive Plan; some of the impacts that affected the structure and content of the Comprehensive Plan; previous efforts to reform the Comprehensive Plan; an understanding of the Evaluation and Appraisal (EAR) process and how it has been and could be used to address Board issues; a detailed look into the major causes for Comprehensive Plan amendments over time; and recommendations for areas that could be a focus for future reform efforts, such as the Land Use Element and the Environmental Element, to name a few of the more challenging areas of the Comprehensive Plan.

2. Improving Mental Health Delivery in the Community – Staff was directed by the Board, during its September 23, 2014 meeting, to include the issue of improving mental health delivery on the community on the Board’s Retreat Agenda. This discussion was part of the broader Board discussion surrounding the Board’s Approval to Renew the Agreement Between Leon County and Apalachee Center, Inc. for the Provision of State-Mandated Baker Act and Marchman Act Services for FY 2014/15 (Agenda Item 6, September 23, 2014 Board meeting).

Despite the hard work of multiple providers, including Apalachee Center, Bond Community Health Center, Neighborhood Medical Center, Tallahassee Memorial Hospital, and others, mental health issues continue to affect the community. Mental illness affects every aspect of a person’s life and, while it knows no socio-economic bounds, for those living in poverty, and especially those experiencing homelessness, it can be very difficult to access and remain in steady treatment.

In preparing the related agenda item, staff will present an overview and status report on the barriers to treatment and potential opportunities for better collaboration among the mental health providers in the community.

Staff recommends that the Board utilize the second section of the 2014 Board Retreat to perform the necessary annual update to the County’s Strategic Plan by:

- Reviewing the current Vision Statement and Strategic Priorities, and amend these if necessary;
- Reviewing the progress that has been made on the 124 Strategic Initiatives adopted by the Board (84 – FY 2012, 25 – FY 2013, and 15 – FY 2014); and
- Amending any of the Strategic Initiatives that the Board previously approved, and identifying and adding new Strategic Initiatives.

Proposed Agenda Outline - The annual Board retreat is a day for the Commission to interact outside the confines of structured bi-weekly meetings and workshops. Although staff has provided specific recommendations, the retreat needs to fulfill the Board’s needs as a collective governing body. In addition to recommendations presented, there may be other approaches the Board may wish to take for the retreat, and staff is ready to implement the direction provided by the Board. As presented, staff recommends the Board proceed with Attachment #1 for its 2014 annual retreat.

Options:

1. Approve the proposed agenda for the December 8, 2014 Board Retreat (Attachment #1).
2. Do not approve the proposed agenda for the December 8, 2014 Board Retreat.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Agenda Outline for the December 8, 2014 Board Retreat
2. FY 2012 - FY 2016 Strategic Plan

**FY 2014/15 Board of County Commissioners Strategic Planning Retreat
Monday, December 8, 2014, Goodwood Conference Center
9:00 a.m. – 4:00 p.m. (Breakfast/Refreshments Available at 8:30 a.m.)**

AGENDA

1. Welcome
 - a. Goals for the Day
 - b. Ground Rules
2. Introduction
3. Section One – Board Discussion
 - a. The Comprehensive Plan and the Goals of the Community
 - b. Improving Mental Health Delivery in the Community
4. Section Two – Building Upon Actions Taken by the Board During its December 2011 - 2013 Retreats:
 - a. Vision Statement – Review, Affirm or Amend the Board’s Vision Statement
 - b. Strategic Priorities – Review, Affirm, Amend or Add to the Board’s Current Strategic Priorities
 - c. Strategic Initiatives
 - i. Review the Strategic Initiatives Status Report
 - ii. Review, Affirm, Amend, or Add to the Board’s Current Strategic Initiatives



LEON COUNTY BOARD OF COUNTY COMMISSIONERS

STRATEGIC PLAN FY 2012 - FY 2016

Vision

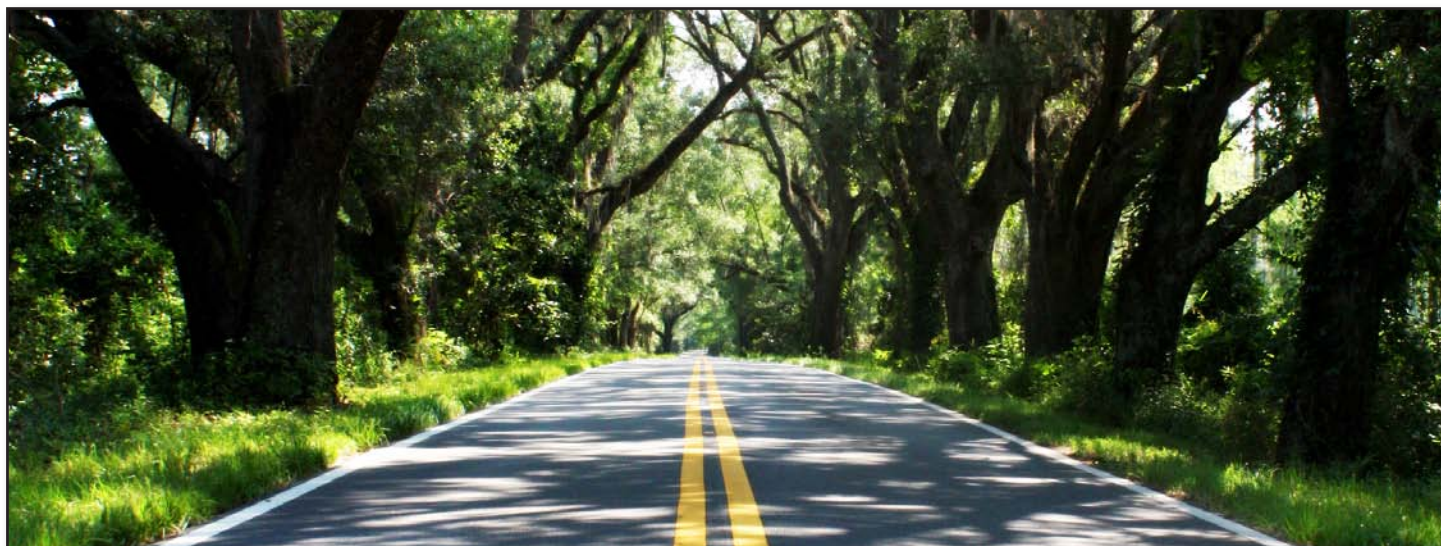
As home to Florida’s capitol, Leon County is a welcoming, diverse, healthy, and vibrant community, recognized as a great place to live, work and raise a family. Residents and visitors alike enjoy the stunning beauty of the unspoiled natural environment and a rich array of educational, recreational, cultural and social offerings for people of all ages. Leon County government is a responsible steward of the community’s precious resources, the catalyst for engaging citizens, community, business and regional partners, and a provider of efficient services, which balance economic, environmental, and quality of life goals.

Core Values

We are unalterably committed to demonstrating and being accountable for the following core organizational values, which form the foundation for our people focused, performance driven culture:

SERVICE
RELEVANCE
INTEGRITY
ACCOUNTABILITY
RESPECT

COLLABORATION
STEWARDSHIP
PERFORMANCE
TRANSPARENCY
VISION



Strategic Priority - Economy

To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts talent, to grow and diversify our local economy, and to realize our full economic competitiveness in a global economy. (EC)

- ▶ (EC1) - Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (2012)
- ▶ (EC2) - Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (2012)
- ▶ (EC3) - Strengthen our partnerships with our institutions of higher learning to encourage entrepreneurship and increase technology transfer and commercialization opportunities, including: the Leon County Research and Development Authority and Innovation Park. (2012)
- ▶ (EC4) - Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (2012)
- ▶ (EC5) - Focus resources to assist local veterans, especially those returning from tours of duty, in employment and job training opportunities through the efforts of County government and local partners. (2012)
- ▶ (EC6) - Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (2012)
- ▶ (EC7) - Promote the local economy by protecting jobs and identifying local purchasing, contracting and hiring opportunities. (2013)

Strategic Initiatives - Economy

- (EC1, G3, G5) - Evaluate sales tax extension and associated community infrastructure needs through staff support of the Leon County Sales Tax Committee (2012)
- (EC1, G3, G5) - Develop a proposed economic development component for the Sales Tax extension being considered (2013)
- (EC1, G5) - Ensure projects being considered for funding associated with the infrastructure Sales Tax extension represent geographic diversity throughout the County (2014)
- (EC1, G5) - Ensure projects being considered for funding associated with the infrastructure Sales Tax extension address core infrastructure deficiencies in rural areas (2014)
- Implement strategies that encourage highest quality sustainable development, business expansion and redevelopment opportunities, including:
 - (E2) - Identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity (rev. 2013);
 - (EC2) - Consider policy to encourage redevelopment of vacant commercial properties (2012); and
 - (EC2) - Consider policy to continue suspension of fees for environmental permit extensions (2012)
- Implement strategies that support business expansion and job creation, including:
 - (EC2) - Evaluate start-up of small business lending guarantee program (2012);
 - (EC2) - Identify local regulations that may be modified to enhance business development;
 - (EC2) - Implement Leon County 2012 Job Creation Plan (2012); and
 - (EC2) - Engage with local economic development partners to build and expand upon the success of Entrepreneur Month and community connectors (2014)
- (EC2, EC3) - Implement strategies to support Innovation Park and promote commercialization and technology transfer, including being a catalyst for a stakeholder’s forum (2012)
- Implement strategies that promote the region as a year round destination, including:
 - (EC4, Q1, Q4) - Evaluate competitive sports complex with the engagement of partners such as KCCI (2012);
 - (EC4) - Support VIVA FLORIDA 500 (2012);
 - (EC4) - Support Choose Tallahassee initiative (2012); and
 - (EC4, Q1) - Continue to work with FSU to bid and host NCAA cross country national and regional championships at Apalachee Regional Park (2014)
- Implement strategies that assist local veterans, including:
 - (EC5) - Hold “Operation Thank You!” celebration annually for veterans and service members (rev. 2013);

- (EC5, EC6) - Develop job search kiosk for veterans (2012);
- (EC5, EC6, Q3) - Consider policy to allocate a portion of Direct Emergency Assistance funds to veterans (2012); and
- (EC5, EC6, Q3) - Consider policy to waive EMS fees for uninsured or underinsured veterans (2012)
- (E6, Q2) - Implement strategies to promote work readiness and employment, including: provide job search assistance for County Probation and Supervised Pretrial Release clients through private sector partners (2012)
- (EC7) - Extend the term of Leon County’s Local Preference Ordinance (2013)
- (EC1, EC4) - Work with FSU on the Civic Center District Master Plan to include the potential partnership to realize the convention center space desired by the County and to bring back issues related to the County’s financial and programming roles and participation for future Board consideration (2014)
- (EC1, Q6, Q7) – Support sector planning for the area surrounding Veterans Affairs’ outpatient clinic (2014)
- (EC1, Q6, Q7) – Engage in a needs assessment for the Bradfordville Study Area (2014)

Ongoing Support (Highlights) – Economy

- (EC1, Q2) - Develop and maintain County transportation systems, including roads, bike lanes, sidewalks, trails, and rights-of-way (2012)
- (EC2, G2) - Implement Department of Development Support & Environmental Management Project Manager, and dual track review and approval process (2012)
- (EC2) - Partner with and support the Economic Development Council, Qualified Targeted Industry program, Targeted Business Industry program, and Frenchtown/Southside and Downtown Redevelopment Areas (2012)
- (EC3) - Support and consider recommendations of Town and Gown Relations Project (2012)
- (EC4) - Promote region as a year round destination through the Fall Frenzy Campaign, and by identifying niche markets (2012)
- (EC5, EC6, Q3) - Collaborate with United Vets and attend monthly coordinating meetings, support Honor Flights, provide grants to active duty veterans, assist veterans with benefits claims, provide veterans hiring preference, waive building permit fees for disabled veterans, and fund Veterans Day Parade as a partner with V.E.T., Inc. (2012)
- (EC6, G3) - Provide internships, Volunteer LEON Matchmaking, Summer Youth Training program, 4-H programs, EMS Ride-Alongs, and enter into agreements with NFCC and TCC which establish internship programs at EMS for EMS Technology students (2012)



College Town Grand Opening



Leon County Apalachee Regional Park Cross Country Event



Minority /Women & Small Business Enterprise



Veterans Resource Center

Strategic Priority - Environment

To be a responsible steward of our precious natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community's health, economic strength and social offerings. (EN)

- ▶ (EN1) - Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution. (rev. 2013)
- ▶ (EN2) - Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (2012)
- ▶ (EN3)- Educate citizens and partner with community organizations to promote sustainable practices. (2012)
- ▶ (EN4) - Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including: solar. (2012)

Strategic Initiatives - Environment

- Implement strategies that protect the environment and promote orderly growth, including:
 - (EN1, EN2) - Develop Countywide Minimum Environmental Standards (2012);
 - (EN1, EN2) - Develop minimum natural area and habitat management plan guidelines (2012);
 - (EN1, EN2, Q9) - Integrate low impact development practices into the development review process (2012);
 - (EN1, EN2) - Consider mobility fee to replace the concurrency management system (2012);
 - (EN1, EN2, G2) - Develop examples of acceptable standard solutions to expedite environmental permitting for additions to existing single-family homes (2012) ;
 - (EN1, EN2, G2) - Develop examples of acceptable standard solutions to expedite environmental permitting for new construction (2013); and
 - (EN1, EN2, G2) - Develop solutions to promote sustainable growth inside the Lake Protection Zone (2013)
- (EN1, EN2) - Implement strategies to protect natural beauty and the environment, including: update 100-year floodplain data in GIS based on site-specific analysis received during the development review process (2012)
- Implement strategies which plan for environmentally sound growth in the Woodville Rural Community, including:
 - (EN1, Q5) - Bring central sewer to Woodville consistent with the Water and Sewer Master Plan, including consideration for funding through Sales Tax Extension (2012); and
 - (EN1, EN2, Q5) - Promote concentrated commercial development in Woodville (2012)
- Continue to work with regional partners to develop strategies to further reduce nitrogen load to Wakulla Springs, including:
 - (EN1, EC4) - Conduct workshop regarding Onsite Sewage Treatment and Disposal and Management Options report (2012); and
 - (EN1) - Extend central sewer or other effective wastewater treatment solutions to the Primary Springs Protection Zone area within Leon County (2013)
- Implement strategies to promote renewable energy and sustainable practices, including:
 - (EN4) - Complete construction of Leon County Cooperative Extension net-zero energy building (2012);
 - (EN2, EN3, EN4) - Pursue opportunities to fully implement a commercial and residential PACE program (2012);
 - (EN3, Q5, EC6) - Consider policy for supporting new and existing community gardens on County property and throughout the County (2012);
 - (EN3, Q5, EC6) - Expand the community gardens program (2013);
 - (EN4, G5) - Develop energy reduction master plan (2012); and
 - (EN4) - Further develop clean - green fleet initiatives, including compressed natural gas (rev. 2013)
- Develop and implement strategies for 75% recycling goal by 2020, including:
 - (EN4) - Evaluate Waste Composition Study (2012);
 - (EN4) - Identify alternative disposal options (2012);
 - (EN4) - Explore renewable energy opportunities at Solid Waste Management Facility (rev. 2013); and
 - (EN4) - Seek competitive solicitations for single stream curbside recycling and comprehensively reassess solid waste fees with goals of reducing costs and increasing recycling (2013)

Ongoing Support (Highlights) - Environment

- (EN1) - Develop and maintain County stormwater conveyance system, including enclosed systems, major drainage ways, stormwater facilities, and rights-of-way (2012)
- (EN1, EN3) - Provide Greenspace Reservation Area Credit Exchange (GRACE) (2012)
- (EN2) - Provide canopy road protections (2012)
- (EN1, EN4) - Provide Adopt-A-Tree program (2012)
- (EN1, EN3) - Provide hazardous waste collection (2012)
- (EN) - Provide water quality testing (2012)
- (EN1) - Implement the fertilizer ordinance (2012)
- (EN3) - Provide state landscaping and pesticide certifications (2012)
- (EN3) - Conduct Leon County Sustainable Communities Summit (2012)



Leon County 4-H Horticulture Club



Lake Munson



Leon County Net-Zero Facility



J. R. Alford Greenway

Strategic Priority - Quality of Life

To be a provider of essential services in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community. (Q)

- ▶ (Q1) - Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (rev. 2013)
- ▶ (Q2) - Provide essential public safety infrastructure and services which ensure the safety of the entire community. (2012)
- ▶ (Q3) - Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (rev. 2013)
- ▶ (Q4) - Enhance and support amenities that provide social offerings for residents and visitors of all ages. (rev. 2013)
- ▶ (Q5) - Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness. (2012)
- ▶ (Q6) - Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (2012)
- ▶ (Q7) - Further create connectedness and livability through supporting human scale infrastructure and development, including: enhancing our multimodal districts. (2012)
- ▶ (Q8) - Maintain and enhance our educational and recreational offerings associated with our library system, inspiring a love of reading and lives of learning. (2013)
- ▶ (Q9) - Support the development of stormwater retention ponds that are aesthetically pleasing to the public and located in a manner that protects strong neighborhoods. (2013)



Leon County Tourism Development provides resource to make the most of local trails - www.Trailahassee.com

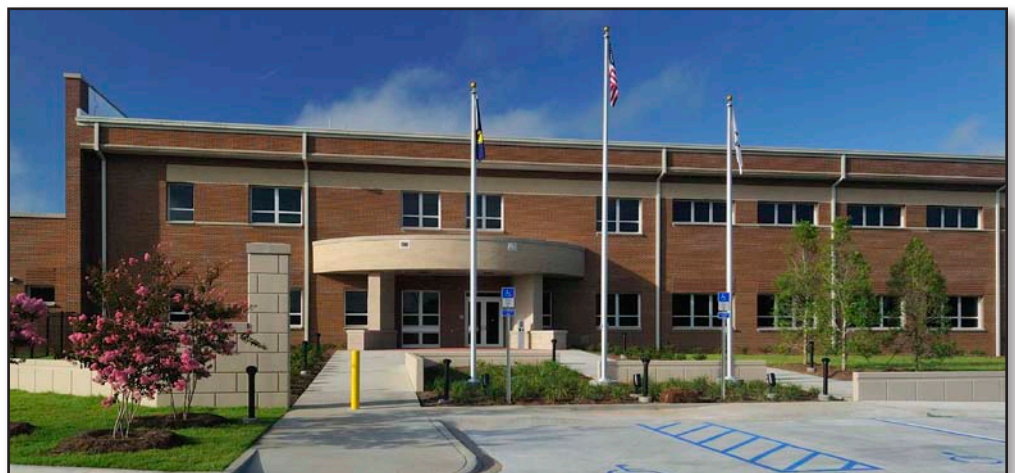
Strategic Initiatives - Quality of Life

- Implement strategies through the library system which enhance education and address the general public's information needs, including:
 - (Q8, EC1, EC6) - Complete construction of the expanded Lake Jackson Branch Library and new community center (2012); and
 - (Q8, EC1, EC6) - Relocate services into the expanded facility (2012)
- Implement strategies which advance parks, greenways, recreational offerings, including:
 - (Q1, EC1, EC4) - Explore extension of parks and greenways to incorporate 200 acres of Upper Lake Lafayette (2012);
 - (Q1, EC1, EC4) - Update Greenways Master Plan (2012);
 - (Q1, EC1, EC4) - Develop Miccosukee Greenway Management Plan (2012); and
 - (Q1, EC1, EC4) - Develop Alford Greenway Management Plan (2012)
- Expand recreational amenities, including:
 - (Q1, Q5, EC1, EC4) - Complete construction of Miccosukee ball fields (2012);
 - (Q1, EC1, EC4) - Continue to plan acquisition and development of a North East Park (2012);
 - (Q1, EC1, EC4) - Develop Apalachee Facility master plan to accommodate year-round events (rev. 2013);
 - (Q1, Q5, EC1, EC4) - Continue to develop parks and greenways consistent with management plans including Okeeheepkee Prairie Park, Fred George Park and St. Marks Headwater Greenway (2012);
 - (Q1, EC1) - In partnership with the City of Tallahassee and community partners, conduct a community-wide conversation on upper league competition with the goal of a higher degree of competition and more efficient utilization of limited fields (2013); and



Residents read together at Leon County's Lake Jackson Branch Library

- (Q4) - Further establish community partnerships for youth sports development programs (2014)
- (Q1, EC1,Q9) - Redevelop Huntington Oaks Plaza, which will house the expanded Lake Jackson Branch Library and new community center, through a sense of place initiative (2012)
- Provide essential public safety infrastructure and services, including:
 - (Q2, EC2) - Complete construction of Public Safety Complex (2012);
 - (Q2) - Consolidate dispatch functions (2012); and
 - (Q2) - Successfully open the Public Safety Complex (2013)
- (Q1, Q2) - Implement strategies to improve medical outcomes and survival rates, and to prevent injuries, including: continue to pursue funding for community paramedic telemedicine (2012) (rev. 2014)
- Implement strategies to maintain and develop programs and partnerships to ensure community safety and health, including:
 - (Q2, Q3) - Participate in American Society for the Prevention of Cruelty to Animals (ASPCA) Partnership, and in ASPCA ID ME Grant (2012);
 - (Q3) - Implement procedures for residents to take full advantage of the NACO Dental Card program (2013); and
 - (Q3) - Consider establishing a Domestic Partnership Registry (2013);
- Implement strategies that support amenities which provide social offerings, including:
 - (Q4, EC1, EC4) - Consider constructing Cascade Park amphitheatre, in partnership with KCCI (2012);
 - (Q4, EC4) - Consider programming Cascade Park amphitheatre (2012);
 - (Q4) - Work with the city to celebrate the opening of Cascades Park (2014);
 - (Q4) - Develop unified special event permit process (2012); and
 - (Q4, EC4, G5) - Evaluate opportunities to maximize utilization of Tourism Development taxes and to enhance effectiveness of County support of cultural activities, including management review of COCA (2012)
- (Q6) - Implement strategies to promote homeownership and safe housing, including: consider property registration for abandoned real property (2012)
- Implement strategies that preserve neighborhoods and create connectedness and livability, including:
 - (Q6, 7) - Implement design studio (2012);
 - (Q6, Q7) - Implement visioning team (2012);
 - (Q6, Q7) - Develop performance level design standards for Activity Centers (2012);
 - (Q6) - Revise Historic Preservation District Designation Ordinance (2012);
 - (Q6, Q7) - Develop design standards requiring interconnectivity for pedestrians and non-vehicular access (2012);
 - (Q7) - Develop bike route system (2012);
 - (Q7) - Establish Bicycle & Pedestrian Advisory Committee (2012);
 - (Q6, Q7) - Conduct a workshop that includes a comprehensive review of sidewalk development and appropriate funding (2013);
 - (Q1, Q5, EC1, EC4) - Expand, connect and promote "Trailhassee" and the regional trail system (2013);
 - (Q7, EC1) - Promote communication and coordination among local public sector agencies involved in multi-modal transportation, connectivity, walkability, and related matters (2013); and
 - (Q1, EC4) - Focus on improving Leon County's ranking as a bicycle friendly community (2014)

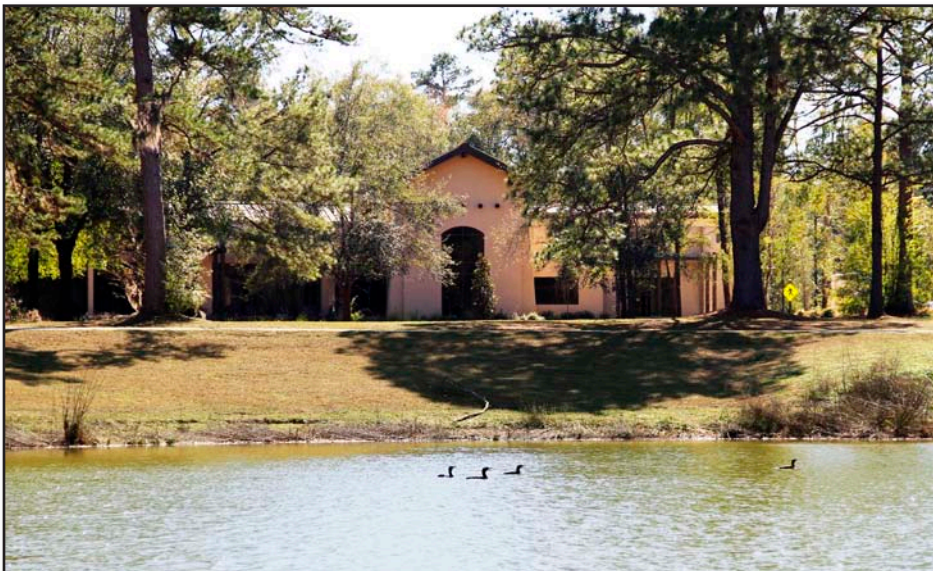


Leon County Public Safety Complex

- (Q4) - Seek community involvement with the VIVA FLORIDA 500 Time Capsule (2013)
- (Q4, EC1, EC4) - Institute a Sense of Place initiative for the fairgrounds (2014)

Ongoing Support (Highlights) - Quality of Life

- (Q1, Q9, EC1, EC6) - Maintain a high quality of offerings through the library system, including public access to books, media, digital resources, computers, Internet, reference resources, targeted programming, mobile library, and literacy training (2012)
- (Q2) - Fund Sheriff's operations, consisting of law enforcement, corrections, emergency management, and enhanced 9-1-1 (2012)
- (Q2) - Implement alternatives to incarceration (2012)
- (Q2) - Initiate county resources as part of emergency response activation (2012)
- (Q2) - Provide, support and deploy the geographic information system, integrated Justice Information System, Jail Management system, case management and work release management information systems for Probation, Supervised Pretrial Release and the Sheriff's Office, and the pawnshop network system (2012)
- (Q2, G5) - Provide for information systems disaster recovery and business continuity (2012)
- (Q2, Q3) - Provide Emergency Medical Services (2012)
- (Q2, Q3) - Support programs which advocate for AED's in public spaces (2012)
- (Q2, Q3) - Provide community risk reduction programs (such as AED/CPR training) (2012)
- (Q3) - Support Community Human Services Partnerships (CHSP) (2012)
- (Q3) - Support Leon County Health Departments (2012)
- (Q3) - Support CareNet (2012)
- (Q3) - Support DOH's Closing the Gap grant (including "Year of the Healthy Infant II" campaign, and Campaign for Healthy Babies) (2012)
- (Q3) - Maintain oversight of state-mandated programs, such as Medicaid and Indigent Burial, to ensure accountability and compliance with state regulations (2012)
- (Q3, EC6) - Educate at risk families to build healthy lives through the Expanded Food and Nutrition Education Program and other family community programs (2012)
- (Q3) - Support of Regional Trauma Center (2012)
- (Q3, G5) - Leverage grant opportunities with community partners (2012)
- (Q3) - Support of Palmer Monroe Teen Center in partnership with the City (2012)
- (Q3) - Provide targeted programs for Seniors (2012)
- (Q6) - Provide foreclosure prevention counseling and assistance (2012)
- (Q6) - Provide first time homebuyer assistance (2012)



*Leon County Eastside Branch Library
and Pedrick Pond*



*Leon County's 2013 Operation Thank You
welcomes home Vietnam Veterans*

Strategic Priority - Governance

To be a model local government which our citizens trust and to which other local governments aspire. (G)

- ▶ (G1) - Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (rev. 2013)
- ▶ (G2) - Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (2012)
- ▶ (G3) - Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community. (2012)
- ▶ (G4) - Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices. (2012)
- ▶ (G5) - Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (2012)

Strategic Initiatives - Governance

- Implement strategies which promote access, transparency, and accountability, including:
 - (G1) - Explore providing On Demand - Get Local videos (2012);
 - (G1) - Explore posting URL on County vehicles (2012); and
 - (G1) - Instill Core Practices through: providing Customer Engagement training for all County employees, revising employee orientation, and revising employee evaluation processes (2012)
- Implement strategies to gain efficiencies or enhance services, including:
 - (G2) - Conduct LEADS Reviews (2012);
 - (G2) - Develop and update Strategic Plans (2012); and
 - (G5) - Convene periodic Chairman's meetings with Constitutional Officers regarding their budgets and opportunities to gain efficiencies (2013)
- Implement strategies to further utilize electronic processes which gain efficiencies or enhance services, including:
 - (G2) - Develop process by which the public may electronically file legal documents related to development review and permitting (2012);
 - (G2) - Expand electronic Human Resources business processes including applicant tracking, timesheets, e-Learning, employee self-service (2012);
 - (G2, EN4) - Investigate expanding internet-based building permitting services to allow additional classifications of contractors to apply for and receive County permits via the internet (2012);
 - (G2, EN4) - Institute financial self-service module, document management, and expanded web-based capabilities in Banner system (2012);
 - (G5) - Consider options to gain continuity of Commissioners' representation on committees, such as multi-year appointments (2013); and
 - (G5) - Periodically convene community leadership meetings to discuss opportunities for improvement (2013)
- (G2) - Investigate feasibility of providing after hours and weekend building inspections for certain types of construction projects (2012)
- Implement strategies to further engage citizens, including:
 - (G3) - Develop and offer Citizens Engagement Series (2012);
 - (G3) - Identify the next version of "Citizens Engagement" to include consideration of an "Our Town" Village Square concept (2013);
 - (G3) - Develop a proposed partnership for the next iteration of Citizen Engagement, possibly with the Village Square, which would be renewable after one year (2014); and
 - (G1, G3) - Expand opportunities for increased media and citizen outreach to promote Leon County (2013).
- (G4) - Implement healthy workplace initiatives, including: evaluate options for value-based benefit design (2012)



Citizen Engagement Series: Creating & Sustaining This Special Place

- Implement strategies to retain and attract a highly skilled, diverse and innovative workforce, which exemplifies the County's Core Practices, including:
 - (G4) - Revise employee awards and recognition program (2012);
 - (G4) - Utilize new learning technology to help design and deliver Leadership and Advanced Supervisory Training for employees (2012); and
- (G4, G1) - Pursue Public Works' American Public Works Association (APWA) accreditation (2012)
- Implement strategies which ensure responsible stewardship of County resources, including:
 - (G5) - Revise program performance evaluation and benchmarking (2012);
 - (G5) - Identify opportunities whereby vacant, unutilized County-owned property, such as flooded-property acquisitions, can be made more productive through efforts that include community gardens (2013);
 - (G5) - Develop financial strategies to eliminate general revenue subsidies for business operations (i.e., Stormwater, Solid Waste and Transportation programs) (2013);
 - (G5, EC1) - Create a capital projects priority list for the fifth-cent gas tax (program) (2014);
 - (G5) - Engage with the private sector to develop property at the corner of Miccosukee and Blair Stone, to include the construction of a Medical Examiner facility (2014); and
 - (G1) - Pursue expansion for whistleblower notification (2013).
- Implement strategies to maximize grant funding opportunities, including:
 - (G5) - Institute Grants Team (2012); and
 - (G5) - Develop and institute an integrated grant application structure (2012)
- (G5) - Consider approval of the local option to increase the Senior Homestead Exemption to \$50,000 for qualified seniors (2013)
- (G2) - Pursue Sister County relationships with Prince George's County, Maryland and Montgomery County, Maryland (2013)

Ongoing Support (Highlights) - Governance

- (G1) - Develop and deploy website enhancements (2012)
- (G1) - Provide and expand online services, such as Customer Connect, Your Checkbook, and Board agenda materials (2012)
- (G1) - Provide televised and online Board meetings in partnership with Comcast (2012)
- (G1, G2, G5) - Provide technology and telecommunications products, services and support necessary for sound management, accessibility, and delivery of effective, efficient services, including maintaining financial database system with interfaces to other systems (2012)
- (G3) - Organize and support advisory committees (2012)
- (G4) - Support and expand Wellness Works! (2012)
- (G4, Q2) - Maintain a work environment free from influence of alcohol and controlled illegal substances through measures including drug and alcohol testing (2012)
- (G4) - Support employee Safety Committee (2012)
- (G4) - Conduct monthly Let's Talk "brown bag" meetings with cross sections of Board employees and the County Administrator (2012)
- (G1, G2, G4) - Utilize LEADS Teams to engage employees, gain efficiencies or enhance services, such as: the Wellness Team, Safety Committee Team, Citizen Engagement Series Team, HR Policy Review & Development Team, Work Areas' Strategic Planning Teams (2012)
- (G5) - Prepare and broadly distribute the Annual Report (2012)
- (G5) - Conduct management reviews (2012)
- (G5) - Provide and enhance procurement services and asset control (2012)
- (G5) - Manage and maintain property to support County functions and to meet State mandates for entities such as the Courts (2012)



Peter Kageyama: For the Love of Leon County + Tallahassee



- L**ISTENS FOR CHANGING NEEDS
- E**NGAGES CITIZENS AND EMPLOYEES
- A**LIGNS KEY STRATEGIC PROCESSES
- D**ELIVERS RESULTS & RELEVANCE
- S**TRIVES FOR CONTINUOUS IMPROVEMENT





CORE PRACTICES

Core Practices put our Core Values in action. Leon County employees are committed to the following Core Practices:

- **Delivering the “Wow” factor in Customer Service**

Employees deliver exemplary service with pride, passion and determination; anticipating and solving problems in “real time” and exceeding customer expectations. Customers know that they are the reason we are here.

- **Connecting with Citizens**

Employees go beyond customer service to community relevance, engaging citizens as stakeholders in the community’s success. Citizens know that they are part of the bigger cause.

- **Demonstrating Highest Standards of Public Service**

Employees adhere to the highest standards of ethical behavior, avoid circumstances that create even an appearance of impropriety and carry out the public’s business in a manner which upholds the public trust. Citizens know that we are on their side.

- **Accepting Accountability**

Employees are individually and collectively accountable for their performance, adapt to changing conditions and relentlessly pursue excellence beyond the current standard, while maintaining our core values.

- **Exhibiting Respect**

Employees exercise respect for citizens, community partners and each other.

- **Employing Team Approach**

Employees work together to produce bigger and better ideas to seize the opportunities and to address the problems which face our community.

- **Exercising Responsible Stewardship of the Community’s Resources**

Employees engage in the continuous effort to create and sustain a place which attracts talent, fosters economic opportunity and offers an unmatched quality of life, demonstrating performance, value and results for our citizenry.

- **Living our “People Focused, Performance Driven” Culture**

Employees have a structure in place to live all of this as our organizational culture and are empowered to help the people they serve.

Adopted: February 28, 2012

Revised: January 29, 2013

Revised: January 21, 2014

FOR MORE INFORMATION ONLINE, VISIT:

www.LeonCountyFL.gov

**Leon County
Board of County Commissioners**


Notes for Agenda Item #15

Leon County Board of County Commissioners

Cover Sheet for Agenda #15

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of the City's Counter-Proposal to Reallocate the Tourism Development Tax Currently Dedicated to the Performing Arts Center

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Ken Morris, Director of Economic Development & Business Partnerships

Fiscal Impact:

This item seeks the Board's direction regarding the City's Commission's counter-proposal to reallocate Tourism Development Tax revenues currently dedicated to a performing arts center(s) under a tri-party Interlocal Agreement with the City and Community Redevelopment Agency. Outstanding items to be addressed include: 1) the existing \$5 million balance for a performing arts center(s); 2) the annual recurring one-cent tourist development tax dedicated to a performing arts center; 3) the reimbursement of \$508,425 utilized for the demolition of the Johns Building; and, 4) the reallocation of said funds to support cultural arts and the operation of the proposed convention center.

Staff Recommendation:

- Option #1: Approve the County's proposal to amend the Interlocal Agreement and reallocate the Tourism Development Tax with the counter-proposal modifications offered by the City (in bold and underline):
- a. The CRA would maintain the \$5 million fund balance (plus what is collected through September 30, 2014) set aside for the performing arts center(s) under the current terms and conditions, which includes recommendations being subject to final approval by the County and City. Projects that may be considered include, but are not limited to:
 - i. The proposed Downtown Theatre Project on College Avenue.
 - ii. Performing arts space as part of convention center project.
 - iii. Or, other performing arts projects as recommended by the CRA.
 - b. Rather than require the City to pay back the \$508,425 owed to the County pursuant to the aforementioned agreement, the County would allow the City **five years** to make improvements of the Capital City Amphitheater and/or Meridian Building for the purpose(s) requested by the County in an amount equal to the \$508,425 utilized for the demolition of the Johns Building; any balance not utilized during this period of time will be reimbursed to the County's Tourist Development Trust Fund.
 - c. A formal acknowledgement that effective September 30, 2014, all future one-cent TDT currently dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida Law.
 - d. Following the amendment of the Interlocal Agreement, the County shall amend the Tourism Plan (Ordinance) to allocate a total of one-cent of TDT to support **both City and County** cultural grants starting in FY 2015.
 - i. **In addition, for five years beginning in FY 2015, the County shall dedicate an additional ¼ cent of the one-cent dedicated to a performing arts center(s) to support cultural grant programs. Monies accrued from the ¼ cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. During this five-year term, the City and County will "continue to commit general revenues funds in the amount of about \$150,000 each towards the operation of COCA. The exact amount can be determined during FY 2015 in conjunction with COCA staff."**
 - e. Utilize the remaining **¼ cent** for tourism related expenses as determined by the Board and, upon a future determination by the Board, redirect these funds to support the operations of the convention center once it is operational.
- Option #2: Should the City determine to reduce its general revenue support for cultural grants, the Tourist Development Council shall be utilized to offer guidance on the eligibility of cultural agencies for TDT funds at that time.
- Option #3: Direct the Tourist Development Council to review and provide recommendations on all relevant Interlocal Agreements regarding the reallocation of TDT prior to execution.

Report and Discussion

Background:

Over the past year, the Board, the City Commission (City) and the Community Redevelopment Agency (CRA) have discussed the reallocation of the one-cent Tourism Development Tax (TDT) currently dedicated for a performing arts center(s), the \$5 million accumulated fund balance set aside for a performing arts center(s), and the \$508,425 owed to the County for the demolition of the Johns building. This item provides information on the most recent actions taken by the Board, the CRA, and the City respectively and seeks Board direction to resolve this matter.

Leon County Action

During the October 29, 2013 Workshop on the Future Uses for the One-Cent of TDT Dedicated to a Downtown Performing Arts Center, the Board acknowledged the substantial likelihood that the proposed performing arts center led by Florida Center of Performing Arts and Education (FCPAE) would not be realized given the lack of adequate private financial support and strong opposition by the Sales Tax Committee (Attachment #1). In addition, the latest extension of the FCPAE's option agreement with the City for the Johns Building site had expired a month prior to the workshop, on September 30, 2013, due to their inability to meet fundraising benchmarks. During this workshop, the Board gave preliminary direction to dedicate a full one-cent of TDT to culture in FY 2015 and authorized the County Administrator to take the necessary steps to return the encumbered balance (\$4.1 million at that time) set aside for a downtown performing art center(s) back into the TDT trust fund pursuant to the Interlocal Agreement.

On February 11, 2014, the Board held a workshop on the Cultural Plan Review Committee's Final Report and Recommendations (Attachment #2). Since 2003, Leon County has partnered with the Council on Culture & Arts (COCA) to implement the Cultural Plan and administer the cultural grant program. Included in this final report were several concerns regarding the current funding formula for COCA including the limitations associated with TDT funds, the desire for more general revenue funding, and the need for a capital grants program. Following a presentation by members of the Cultural Plan Review Committee and County staff, the Board reaffirmed its preliminary direction from the October 29, 2013 workshop to dedicate a full one-cent of TDT to culture in FY 2015 utilizing a portion of the penny currently dedicated to the performing arts center. Pending discussions with the City, the additional \$400,000 investment of County TDT funds would address some of the key priorities articulated in the Cultural Plan including the creation of a capital grants program for cultural institutions. The Board also modified its position with regard to the encumbered balance (\$4.1 million at that time) set aside for a downtown performing art center(s) through its support to keep the balance accumulated through September 30, 2014 under the tri-party Interlocal Agreement. Based on the numerous and overlapping issues associated with the reallocation of the TDT, the Board requested staff to bring back an agenda item reconciling each of the Board's directives for final approval prior to scheduling a joint meeting with City Commissioners.

Staff presented these issues back to the Board on April 8, 2014, at which time the Board directed staff to prepare an agenda item to propose specific changes to the Interlocal Agreement at the April 24, 2014 CRA meeting as follows (Attachment #3):

- The CRA would maintain the \$4.1 million (currently estimated at \$5 million) fund balance (plus what was collected through September 30, 2014) set aside for a performing arts center(s) under the current terms and conditions. Recommendations would be subject to final approval by the County and City. Projects that may be considered would include, but are not limited to:
 - The proposed Downtown Theatre Project on College Avenue.
 - Performing arts space as part of convention center project.
 - Or, other performing arts projects as recommended by the CRA.
- Rather than require the City to pay back the \$508,425 owed to the County pursuant to the aforementioned agreement, the County would allow the City three years to make improvements of the Capital City Amphitheater and/or Meridian Building for the purpose(s) requested by the County in an amount equal to the \$508,425 utilized for the demolition of the Johns Building; any balance not utilized during this period of time must be reimbursed to the County's Tourist Development Trust Fund.
- A formal acknowledgement by each party to the Interlocal Agreement that effective September 30, 2014, all future one-cent TDT currently dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida Law.
- Following the amendment to the Interlocal Agreement, the Board authorized staff to schedule a public hearing to amend the Tourism Plan (Ordinance) to allocate a total of one-cent TDT to support cultural arts starting in FY 2015 (utilizing approximately ½ cent from the penny dedicated to the performing arts center). The remaining ½ cent was to be utilized for tourism related expenses, as determined by the Board, and potentially redirected to support the convention center once it is operational.
- The Board directed the County Administrator, upon the approval of the sales tax extension, to negotiate with FSU and/or the appropriate parties for a ½ cent of the TDT to be utilized for the operational costs associated with the convention center once it is completed. An agreement would be brought back to the Board for its consideration.

Under the Board's proposal, amending the Interlocal Agreement would have ceased the collection of the one-cent TDT on September 30, 2014 for the purpose of a performing arts center(s) and restored the Board's full and independent discretionary authority for this County revenue source.

Community Redevelopment Agency Action

In response to the Board's actions, the CRA held a meeting April 24, 2014 to discuss matters relating to the performing art center and TDT funding. During the CRA meeting, City Commissioners agreed they wanted an opportunity to discuss this issue as a City body rather than discuss it for the first time at the CRA meeting.

City of Tallahassee Action

In May 2014, the City held two meetings to discuss matters relating to the performing art center and TDT funding, however Commissioners decided to defer any actions until a later date. On September 22, 2014, the City took up these issues again and recommended changes (indicated in bold and underline) to the Interlocal Agreement for the Board's consideration as follows (Attachment #4):

- The CRA would maintain the \$4.1 million (currently estimated at \$5 million) fund balance (plus what was collected through September 30, 2014) set aside for the performing arts center(s) under the current terms and conditions, which includes recommendations being subject to final approval by the County and City. Projects that may be considered include, but are not limited to:
 - The proposed Downtown Theatre Project on College Avenue.
 - Performing arts space as part of convention center project.
 - Or, other performing arts projects as recommended by the CRA.
- Rather than require the City to pay back the \$508,425 owed to the County pursuant to the aforementioned agreement, the County should allow the City **five years** to make improvements of the Capital City Amphitheater and/or Meridian Building for the purpose(s) requested by the County in an amount equal to the \$508,425 utilized for the demolition of the Johns Building; any balance not utilized during this period of time will be reimbursed to the County's Tourist Development Trust Fund.
- A formal acknowledgement that effective September 30, 2014, all future one-cent TDT currently dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida Law.
- Following the amendment of the Interlocal Agreement, the County shall amend the Tourism Plan (Ordinance) to allocate a total of one-cent of TDT to support **both City and County** cultural grants starting in FY 2015.
 - **In addition, for five years beginning in FY 2015, the County shall dedicate an additional ¼ cent of the one-cent dedicated to a performing arts center(s) to support cultural grant programs. Monies accrued from the ¼ cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. During this five-year term, the City and County will “continue to commit general revenues funds in the amount of about \$150,000 each towards the operation of COCA. The exact amount can be determined during FY 2015 in conjunction with COCA staff.”**

Under the City's proposal, the Board would be obligated to provide an additional ½-cent to COCA (which the Board has previously supported) and an additional ¼-cent to COCA for a five-year period. Of the one-cent currently dedicated to a performing arts center(s), a ¼ cent would remain available to promote tourism as determined by the Board. The City did not address the Board's recommendation in dedicating a ½-cent to support the operational costs of the convention center from the one-cent currently dedicated to the performing arts center. Staff provides additional information in the analysis relating to the convention center so that the Board has the complete picture of all the moving pieces and recent actions regarding the reallocation of the one-cent dedicated to the performing arts center.

Analysis:

This analysis seeks to clarify the differences between the positions taken by the Board and the City Commission regarding the TDT currently dedicated to a performing arts center(s). The proposal adopted by the Board on April 8, 2014 sought to relinquish the one-cent TDT from the Interlocal Agreement in order to restore the Board's full and independent discretionary authority for this County revenue source. In turn, the Board sought to maximize these revenues by striking a balance between desired community projects and available resources by maintaining the existing \$5 million fund balance for a performing arts center(s) and utilizing future TDT revenues for other community efforts such as the implementation of the Cultural Plan and the operational support for the convention center. While there are some differences between the County and City proposals, the City's proposal would still allow the Board to realize its funding priorities with TDT revenues. The analysis portion of this item examines the County and City Commission's proposals and seeks Board direction to resolve some of the outstanding issues. The table below illustrates the County and City positions and offers staff comments.

Table #1: Comparison of County and City Proposals to Redirect One-Cent of the Tourist Development Tax

Issues	County Proposal	City Proposal	Staff Comments
Formal acknowledgement to no longer dedicate future TDT revenues to a performing art center(s)	Yes	Yes	Consistent with previous Board Direction.
\$5 Million Fund Balance	Remain in CRA, subject to City and County Approval.	Remain in CRA, subject to City and County Approval.	Consistent with previous Board Direction.
\$508,425 owed to County for Johns Building Demolition	City has three years to make improvements to Capital City Amphitheater or Meridian Building.	City has five years to make improvements to Capital City Amphitheater or Meridian Building.	City staff stated that a five-year period would allow for needed improvements. County staff has no objections.
Amend Tourism Plan to Allocate Additional TDT to COCA	Allocate an additional ½ cent to COCA from the one-cent dedicated to the performing arts center. This would provide COCA a total of one-cent of TDT annually (\$900,000).	Allocate an additional ½-cent TDT to COCA (same as County proposal).	Should the Board concur with the City, COCA would receive an additional \$225,000 more than initially proposed by the Board. In addition, the County may not be able to support the future operational needs of the convention center with a ½-cent TDT until 2020.
		Allocate an additional ¼ cent to COCA FY 2015 – FY 2019* for a total of 1¼ cents (\$1.125 million).	
Administrative Funding to COCA	The Board's FY 2015 budget sustains administrative funding at the historic level of \$150,000. The Board did not discuss modifying its support of administrative funding in any way.	The City proposed a five-year annual commitment " of about \$150,000 each " as part of its counter-proposal to the Board.	City proposal makes the historic amounts for funding administration part of the proposed agreement. The proposal is to finalize the exact amount of administrative support during FY 2015 in conjunction with COCA staff.

*Monies accrued from the ¼ cent during FY 2015 shall be distributed in FY 2016 and continue through FY 2020.

Based on the direction provided on April 8, 2014, the Board sought to increase COCA funding by nearly \$400,000 annually by utilizing approximately a ½ cent from the one-cent currently dedicated to a performing arts center(s), for a total allocation of one-cent or approximately \$900,000 in FY 2015. When combined with the \$150,000 for administrative costs from general revenue, the proposed County budget for cultural arts in FY 2015 was anticipated to be over \$1 million pending the amendment to the Interlocal Agreement. Without the additional funding from the one-cent dedicated to the performing arts center, the Board maintained COCA's funding level in FY 2015 (\$150,000 for administrative costs and \$504,500 in TDT for grants). Table #2 illustrates the difference in COCA grant funding between the County and City proposals.

The distinction between these proposals is the funding level for COCA through 2020 and the availability of TDT for other tourism related expenses under Florida law. Based on the City's counter-proposal to reallocate the one-cent TDT dedicated to a performing arts center(s), COCA would receive an additional ½ cent of the TDT to implement the Cultural Plan starting FY 2015 (as supported by the Board) plus an additional ¼ cent in FY 2016 totaling approximately \$1,125,000 of TDT funds (or 1¼ cents of TDT) annually as reflected in Table #2. The additional ¼-cent allocation proposed by the City would be set aside for COCA starting in FY 2015 but payments would not commence until FY 2016.

Table #2: Proposed Cultural Grant Funding Through COCA (does not include administrative costs)

	FY 2014	FY 2015	FY 2016	
			County Proposal	City Proposal
County Cultural Grant Funding (TDT)	\$504,500	\$900,000* (one-cent TDT)	\$900,000* (one-cent TDT)	\$1,125,000* (1¼ cent TDT)
City Cultural Grant Funding (City GR)	\$403,338	\$403,338	TBD**	TBD**
Total	\$907,838	\$1,303,338	TBD**	TBD**

*Estimated figures based on TDT revenues and contingent upon amending the Interlocal Agreement.

**These figures are dependent on the amount of future general revenue support provided by the City.

COCA is supportive of increasing TDT funds, thereby increasing overall funding levels. However, concerns were raised at the City's meeting on September 22, 2014 about the City's future commitment of general revenue for cultural grants. While the City's proposal calls for a five-year commitment from both the City and County to support COCA's administrative costs, the City's long-term financial commitment of general revenue for cultural grants is unclear at this time. For example, the City's proposal indicates that the additional TDT funds to COCA would support "both the City and County cultural grants starting in FY 2015," which suggests that the additional TDT funds may supplant future City general revenue funding. While the City's FY 2015 budget maintains general revenue support to COCA for various cultural projects in the amount of \$403,338, City Commissioners expressed an interest in reducing that amount in future years with the offset of additional TDT revenues. Further, the Cultural Plan and the City's staff analysis recognize the importance of general revenue funding and the statutory limitations for the use of TDT that could impact local arts and cultural organizations if the TDT "becomes the sole source of funding for the Cultural Grant Program."

Given the City's proposal to increase TDT funding, COCA would realize a net increase in its budget regardless of the City's level of support with general revenue dollars. In response to COCA's concerns about a reduction in general revenue support and the limitations of the TDT, the City charged its staff to conduct meetings with affected organizations and other community stakeholders over the next year to review their eligibility for TDT funds and potentially identify alternative funding solutions. Should the City determine to reduce its general revenue support for cultural grants, staff would recommend that the Tourist Development Council be utilized to offer guidance on the eligibility of cultural agencies for TDT funds at that time.

Staff believes that additional cultural organizations and programs can be supported with TDT funds. One approach to better utilize existing general revenue funding could be to swap a portion of administrative funds (paid with County/City general revenue) and TDT cultural grants as needed to support local arts and cultural programs. Thus, general revenue would be redirected to support cultural programs that may not be eligible for TDT funds. Despite the best efforts to redirect TDT funds to support additional cultural organizations, the City acknowledges that a reduction in general revenue support could result in some agencies not being able to receive funding through COCA. If the Board were to concur with the City's counter-proposal, it may wish to ensure that the City agrees to backstop the shortfall of funding for cultural organizations and programs that are ineligible for TDT funding. This would help alleviate the concerns raised by COCA and affected organizations by ensuring that adequate resources will be available to support local arts and cultural programs.

Once the Interlocal Agreement is amended and the one-cent TDT is no longer committed to a performing arts center(s), and the penny sales tax referendum has been approved by the voters, the Board has authorized the County Administrator to commence discussions with FSU regarding the utilization of a ½ cent of TDT for the future operating costs associated with the proposed convention center. The Board provided this direction on April 8, 2014 for the County Administrator to bring back a discussion item outlining the due diligence and financial viability of the project so that the Board can make a final determination and commitment of ½ cent TDT for the future operational costs of the convention center. Once that determination is made by the Board, an agreement would be brought back for final approval at the appropriate time.

Should the Board concur with the City's counter-proposal, only a ¼ cent would remain for reallocation to the convention center until 2020 due to the proposed additional ¼-cent commitment to COCA. This may not be a significant concern as the construction of the proposed convention center is dependent on the renewal of the penny sales tax, which would not be collected until 2020, and the operational support with TDT would commence sometime thereafter. Under the City's proposal, should the Board wish to support the operational costs associated with the convention center once staff has performed its due diligence, a ¼ cent would be immediately available but a ½ cent TDT would not be available from the TDT funds currently dedicated to a performing arts center(s) until 2020. Given the Board's direction to commence preliminary discussions with FSU following the sales tax referendum, the need to amend the Interlocal Agreement to avail the TDT funds, and the unknown financial needs and timeline for the convention center, staff does not recommend any immediate action with regard to the convention center at this time.

Conclusion

The analysis finds that the County and City proposals share common goals including the formal acknowledgement to no longer dedicate TDT revenues to a performing arts center(s), retaining the \$5 million fund balance with the CRA under all of the current terms and conditions of the Interlocal Agreement, and utilizing the \$508,425 owed to the County for the Johns Building for improvements to the Capital City Amphitheater or Meridian Building within five years rather than three years as proposed by the County. Both the County and City seek to increase support for cultural grant programs utilizing TDT revenues but the City is seeking the Board's concurrence to allocate an additional ¼ cent of TDT to COCA above and beyond the full one-cent initially approved by the Board.

As noted in this analysis, COCA has concerns about the City reducing its general revenue support for cultural grants due to the statutory limitations associated with TDT funds. Staff believes that there are several approaches available to support additional cultural organizations and programs with TDT funds but a complete elimination of City general revenue support may result in some agencies not being able to receive funding through COCA. Given the City's acknowledgement of these concerns, staff would recommend that the Tourist Development Council be utilized to offer guidance on the eligibility of cultural agencies for TDT funds at such time that the general revenue reduction occurs.

And finally, the City is proposing a five-year annual commitment of about \$150,000 each in general revenue for COCA's administrative operations. While the Board had not specifically addressed its support of administrative funding as part of its negotiations with the City to amend the Interlocal Agreement, the County's FY 2015 budget does sustain administrative funding at its historic level of \$150,000. Therefore, the City is simply seeking to formalize what has been the Board's practice in recent years.

In summary, the County and City agree to increase COCA funding utilizing TDT revenues to \$900,000 (one-cent) in FY 2015, nearly \$400,000 more than what is currently budgeted. Under the City's counter-proposal, a total of ¾ of the one-cent TDT currently dedicated to a performing arts center(s) would be redirected to COCA in addition to the \$504,500 of TDT the Board currently provides for a total of 1¼ cents (approximately \$1.125 million annually) over a five year period starting in FY 2016. COCA's receipt of the additional ¼ cent under the City's proposal would expire in 2020 just as the penny sales tax (if approved by voters) revenue would start being collected, which may include approximately \$250,000 annually for the Quantum Leaps Program to support cultural arts programs. The remaining ¼ cent from the one-cent TDT dedicated to a performing arts center(s) would no longer be subject to the Interlocal Agreement and would revert to the Division of Tourism Development for tourism related expenses based upon prior Board guidance.

Should the Board concur with the City's counter-proposal, staff will prepare a modified Interlocal Agreement(s), which may be reviewed by the Tourist Development Council prior to being executed by Board, the City, and the CRA. Following the execution of the modified Interlocal Agreement to address any concerns related to the TDT, staff will schedule a public hearing to then modify the Tourism Plan (Ordinance) to reflect the Board's guidance.

Should the Board choose not to concur with the City's counter-proposal, the Board may wish to direct staff to schedule a meeting with the City Commission and/or CRA for further deliberation on this issue. In such a case, TDT funds will continue to be collected in the performing arts center(s) fund and COCA will proceed with the same funding level as last year until future action is taken. The Board may also wish to seek the counsel of the Tourist Development Council, which includes two City Commissioners and industry stakeholders, prior to taking any action on this matter.

Options:

1. Approve the County's proposal to amend the Interlocal Agreement and reallocate the Tourism Development Tax with the counter-proposal modifications offered by the City (in bold and underline):
 - a. The CRA would maintain the \$5 million fund balance (plus what is collected through September 30, 2014) set aside for the performing arts center(s) under the current terms and conditions, which includes recommendations being subject to final approval by the County and City. Projects that may be considered include, but are not limited to:
 - i. The proposed Downtown Theatre Project on College Avenue.
 - ii. Performing arts space as part of convention center project.
 - iii. Or, other performing arts projects as recommended by the CRA.
 - b. Rather than require the City to pay back the \$508,425 owed to the County pursuant to the aforementioned agreement, the County would allow the City **five years** to make improvements of the Capital City Amphitheater and/or Meridian Building for the purpose(s) requested by the County in an amount equal to the \$508,425 utilized for the demolition of the Johns Building; any balance not utilized during this period of time will be reimbursed to the County's Tourist Development Trust Fund.
 - c. A formal acknowledgement that effective September 30, 2014, all future one-cent TDT currently dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida Law.
 - d. Following the amendment of the Interlocal Agreement, the County shall amend the Tourism Plan (Ordinance) to allocate a total of one-cent of TDT to support **both City and County** cultural grants starting in FY 2015.
 - i. **In addition, for five years beginning in FY 2015, the County shall dedicate an additional ¼ cent of the one-cent dedicated to a performing arts center(s) to support cultural grant programs. Monies accrued from the ¼ cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. During this five-year term, the City and County will "continue to commit general revenues funds in the amount of about \$150,000 each towards the operation of COCA. The exact amount can be determined during FY 2015 in conjunction with COCA staff."**
 - e. Utilize the remaining **¼ cent** for tourism related expenses as determined by the Board and, upon a future determination by the Board, redirect these funds to support the operations of the convention center once it is operational.

2. Should the City determine to reduce its general revenue support for cultural grants, the Tourist Development Council shall be utilized to offer guidance on the eligibility of cultural agencies for TDT funds at that time.
3. Direct the Tourist Development Council to review and provide recommendations on all relevant Interlocal Agreements regarding the reallocation of TDT prior to execution.
4. Do not concur with the City of Tallahassee's modifications and prepare an agenda item for discussion at a future CRA meeting.
5. Direct the Tourist Development Council to review this matter and provide a recommendation to the Board.
6. Board direction.

Recommendation:

Options #1, #2, and #3.

Attachments:


1. October 29, 2013 Ratification of the Actions Taken at the Workshop of the Future Uses for the One-Cent of TDT Dedicated to a Downtown Performing Arts Center.
2. February 11, 2014 Workshop for the Consideration of the Cultural Plan Review Committee's Final Report and Recommendation.
3. April 8, 2014 Agenda Item #13 Approval to Advance the Board's Direction on Projects Relating to the One Cent of Tourist Development Tax, Currently Dedicated to the Performing Arts Center, for Consideration by the Community Redevelopment Agency & Follow-Up.
4. September 22, 2014 City Agenda Item 13.01 Discussion Regarding Tourist Development Tax Funds.

Leon County Board of County Commissioners

Cover Sheet for Agenda #15

November 19, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratification of Board Actions Taken at the October 29, 2013 Workshop on the Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s)

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Ken Morris, Economic Development & Business Partnerships Lee Daniel, Division of Tourism Development

Fiscal Impact:

This item has no immediate fiscal impact; however, beginning with FY 2015, approximately 1/2 of the current one-cent of the tourist development tax dedicated to a performing arts center(s) would be reallocated to fund the cultural plan to include a capital grant program for cultural institutions that qualify under section 125.0104, Florida Statutes. The balance of the existing penny would be available to support ongoing needs related to future convention center space and/or any other statutory eligible use. The existing \$3.86 million unencumbered balance would be returned to the Tourism Trust Fund with the intent of the funds be utilized to support convention center space being developed by Florida State University. A Public Hearing will be required to execute these changes to the Tourism Plan in County Ordinance.

Staff Recommendation:

Option #1: Ratify Board actions, including the additional recommendation outlined in this item, taken at the October 29, 2013 Workshop on the Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s).

Title: Ratification of Board Actions Taken at the October 29, 2013 Workshop on the Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s)
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Report and Discussion

Background:

On October 29, 2013, the Board conducted a workshop to consider the future uses for the one-cent of tourist development tax (TDT) currently dedicated to a downtown performing arts center(s). The workshop was requested by the Board during the July 8, 2013 FY 2014 Budget Workshop, given the recommendation of the Leon County Sales Tax Committee, by a 12-2 vote, to place the Florida Center for Performing Arts and Education (FCPAE) as a Tier 3 project. This, in essence, eliminates the project from being recommended to receive funding through the sales tax extension which is a fundamental component of the business and construction plan developed by FCPAE.

Leon County currently collects all five cents allowable under section 125.0104, Florida Statutes. Four of the five cents are used to fund the Tourist Development Plan, including \$504,500 for the Council on Cultural Arts (COCA) and one cent is set aside, by interlocal agreement with the City and Community Redevelopment Agency (CRA), in an account dedicated for a performing arts center(s) in the downtown district of the CRA. Table #1 demonstrates the FY 2014 allocations using net figures.

Table #1: FY 2014 TDT Allocations

TDT Funding Recipient	Allocation by Ordinance (Cent)	Current Funding Level (\$)	% of Total Annual Revenue
Downtown Performing Arts Center (<i>per Interlocal Agreement</i>)	1	\$863,300	20%
Tourism Development Division -Marketing & Public Relations -COCA Re-granting*	4*	\$3,453,200	80%
Total	5	\$4,316,500	100%

*COCA received \$504,500 of TDT in FY 2014 as part of the County budget process. The \$504,500 for COCA is re-granted to various cultural institutions and organizations in Leon County. Additionally, the County provides COCA \$150,000 in general revenue support for administrative purposes. The funds are not dedicated by Ordinance under the Tourism Development Plan, but are allocated as part of the annual budget development process; whereas the FCPAE funding is dedicated in the Tourism Plan.

Analysis:

Staff presented its findings and recommendations to the Board during the workshop on the fate of the FCPAE performing arts center, which appears imminent, given the lack of private fundraising, the inability to garner support from the Sales Tax Committee, and the City's readiness to put the former Johns Building site on the market. Additionally, staff provided a series of recommendations with regard to the existing \$3.86 million of unencumbered funds dedicated to a performing arts center(s) in the downtown CRA, the reimbursement of \$508,425 for the demolition of the Johns Building site, and the utilization of future revenues from the existing one-cent dedicated to the PAC to support local cultural and arts organizations.

Title: Ratification of Board Actions Taken at the October 29, 2013 Workshop on the Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s)

November 19, 2013

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The Board discussed the aforementioned issues extensively and approved Options #1, #3, and #4 as listed:

1. Authorize the County Administrator, to take steps necessary to return the \$3.86 million unencumbered balance set aside for the downtown performing arts center back into the Tourist Development Tax Trust Fund including:
 - a. Issue a notification letter to the City of the Tallahassee, the Community Redevelopment Agency, and the Tourist Development Council summarizing the Board's direction and request the City and CRA to formally acknowledge and concur with this action as it relates to the Interlocal Agreement.
 - b. Request that the Board's actions taken at this workshop be placed on the January 23, 2014 Community Redevelopment Agency agenda for discussion to include the \$508,425 reimbursement to the County for the demolition and clearing of the Johns Building site.
 - c. Schedule a Public Hearing to modify the Tourist Development Plan in accordance with the Board's direction.
 - d. **Additional Recommendation:** Because this issue is subject to the existing Downtown CRA Interlocal Agreement, the County Administrator seeks Board authorization to meet with the City Manager in advance of the CRA meeting to include additional policy options related to the reimbursement of the demolition of the John's Building for CRA consideration, which may be mutually beneficial to the County and the City, avoid the re-opening of the entire interlocal agreement, advance the larger goals of the CRA, and result in CRA support of the Board's actions. Of course, any issues which the CRA approves, which are in addition to or inconsistent with the Board's action, will be subsequently agendaed for Board consideration and will require Board approval.
3. Authorize the County Administrator to extend an invitation to President Barron for the Board's Annual Retreat scheduled for December 9, 2013 to provide additional information on the revitalization plans for the Civic Center and the development of an adjacent FSU-branded conference hotel.
4. Direct the Leon County Tourist Development Council to bring back recommendations to the Board on the utilization of a full cent dedicated to arts and culture in conjunction with the Cultural Review Planning Committee's final report to include:
 - a. The current funding levels for the Council on Cultural Arts.
 - b. The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
 - c. Additional arts and culture investment opportunities available with TDT funds to enhance visitation.

The Board did not approve Option #2, to authorize the County Administrator to explore leveraging the unencumbered TDT funds to ensure the desired amount of meeting space is sought through FSU's RFP process for a conference hotel. However, the Board directed the County Administrator to bring back Option #2 for further discussion if, in the County Administrator's opinion, the timing of the issue becomes critical. Further, the Board's approval of Option #3 to invite President Barron to the Annual Retreat will give the Board an opportunity to obtain additional information about the project.

Title: Ratification of Board Actions Taken at the October 29, 2013 Workshop on the Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s)

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In its deliberation and approval of Options #1 and #4, the Board reiterated its support and the long-term community need for a performing arts center with the understanding that the private financial support was still not adequate for this project to proceed at this time. In turn, the Board agreed to allocate a full one-cent of TDT toward cultural funding (i.e. COCA granting, cultural capital grant program). This will provide an additional \$358,800, or a 71% increase, in TDT funding for local arts and cultural organizations. The Tourism Development Council will bring recommendations back to the Board on the utilization of these funds for FY 2015, including the creation of a cultural capital grant program, in conjunction with the Cultural Review Planning Committee's final report.

Finally, the remaining balance of the one penny, currently allocated towards a performing arts center (\$504,500), would be available for either additional support for additional marketing and public relations for the County's tourism program or any other tourism-related expenses authorized by state statute and County policy. Staff will await further direction from the Board on these funds following the Annual Retreat, if any, and proceed accordingly with the intent of modifying the Tourism Plan and TDT allocation for the start of FY 2015. Until final direction is taken by the Board at a scheduled Public Hearing, and the CRA/City concurs that the performing arts center project is not proceeding in accordance with the current interlocal agreement, the ongoing one-cent dedicated to a performing arts center(s) and the \$3.86 million in unencumbered funds will remain in effect.

Options:

1. Ratify Board actions, including the additional recommendation outlined in this item, taken at the October 29, 2013 Workshop on the Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s).
2. Do not ratify the Board's actions taken at the October 29, 2013 Workshop on the Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s).
3. Board direction.

Recommendation:


Option #1.

Leon County Board of County Commissioners

Cover Sheet for Workshop

February 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Workshop on Consideration of the Cultural Plan Review Committee's Final Report and Recommendations

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Ken Morris, Director Economic Development & Business Partnerships Lee Daniel, Director of Tourism Development

Fiscal Impact:

The County has generally maintained level funding for the cultural arts during the economic recession. Today, the County provides \$654,500 annually to Council on Cultural Arts (COCA) with \$504,500 derived from bed tax revenues, which are earmarked for re-granting to cultural organizations. The remaining \$150,000 is used to support COCA's administrative costs. The County and City combined accounted for 93.25% of COCA's administrative and re-granting funds in FY 2013.

Based on the Board's preliminary direction at its workshop on October 29, 2013 to dedicate a full one-cent of bed taxes to culture in FY 2015, the County's investment in the cultural arts would increase by \$400,000 annually. In total, the County's projected budget for cultural arts in FY 2015 will surpass \$1 million.

Staff Recommendation:

Board direction.

Title: Workshop on Consideration of the Cultural Plan Review Committee's Final Report and Recommendations
February 11, 2014
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Report and Discussion

Background:

This workshop is being presented to the Board to review and consider the recommendations given in the Final Report of the Cultural Plan Review Committee (Attachment #1). In 2003, the "Cultural Plan for the Future of the City of Tallahassee and the Capital Area" was developed by an advisory group appointed by the City of Tallahassee, as well as participation by several community leaders. Since 2003, Leon County has partnered with the Council on Culture & Arts (COCA) to implement the Cultural Plan and administer the cultural grant program. During this period, the County has provided COCA with \$6.86 million in funding, of which \$5.14 million has been re-granted to the community.

On September 18, 2012, the Board directed the County Administrator to work with the City Manager to finalize a proposal to update the Cultural Plan. The following month, the Board approved the process to update the Plan with an 18-member Cultural Plan Review Committee (Committee) appointed by the County and City Commissions. Staff was provided by the City as the County provided staffing for the Sales Tax and Imagine Tallahassee Committees. The Committee was tasked with reviewing the original Cultural Plan, assessing the status of plan implementation, determining what portions of the plan need to be updated or omitted based on changes that have occurred, and providing recommendations to the County and City Commissions on modifications to the plan objectives.

On June 18th and 19th, 2013, Ms. Kelly Dozier, Committee Chairperson, presented the Interim Report to the County and City Commissions respectively (Attachment #2). The Interim Report found that there was a need to look at both the short term and long-term objectives of our cultural community. The Committee made several recommendations, including the reinstatement of a Cultural Plan Implementation Committee. During the presentation to the Board, Commissioners expressed concerns about the cultural arts community's financial dependence on local government and the need for additional support from the private sector. The Board also allocated up to \$5,000, in collaboration with the City, to secure a professional facilitator to assist the Committee.

This workshop on the Cultural Plan is one of four intertwined matters competing for limited resources. Staff presented an agenda item to the Board on January 21, 2014 detailing the overlapping nature associated with the Cultural Plan Update, the Leon County Sales Tax Committee recommendations, the FSU Civic Center District Master Plan and related convention center, and the Community Redevelopment Agency's (CRA) role in determining the future use of the one-cent bed tax dedicated to the performing arts center. The item, as approved by the Board, provided a sequence for the Board to address these matters to ensure the Board has the best information upon which to make decisions given some of the overlapping financial and policy implications. Based on the Board's actions on all of these issues, staff will bring back an agenda item reconciling each of the Board's directives for final approval prior to scheduling joint meetings with the Intergovernmental Agency and/or CRA.

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Analysis:

The Committee held its first meeting on December 10, 2012 and unanimously approved the Cultural Plan a year later on December 16, 2013. The Final Report was provided to the County on January 31, 2014. More than 100 meetings were publically noticed, providing opportunity for input from interested parties. Specific areas the Committee was asked to address include:

- How to raise additional funds for arts, culture, and heritage communities?
- What are the immediate facility needs for arts and cultural organizations in the community and provide specific recommendations to meet those needs recognizing the fiscal limitation of public funding?
- How to elevate awareness of arts, cultural and heritage organizations in the community to local and regional audiences?
- How can the arts, cultural and heritage communities work more closely with the educational institutions and public and private sectors?

Upon reviewing the original Plan, the Committee initially branched out into six subcommittees. Due to the overlap of issues, the six subcommittees were reduced to four and the Final Report reflects the findings and recommendations in the following four program areas:

1. Economic Development & Marketing
2. Education
3. Funding and Facilities
4. Plan Implementation/COCA

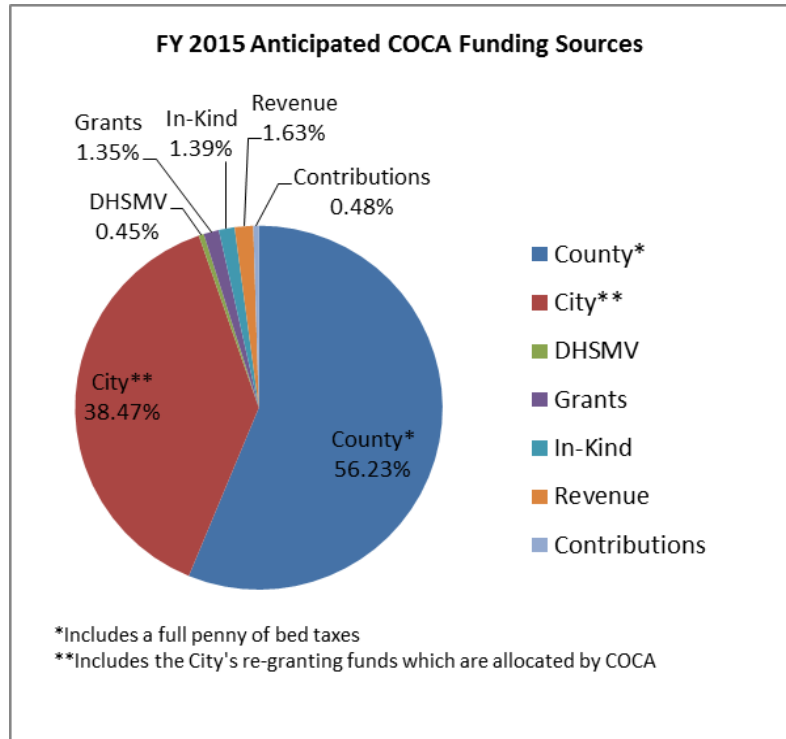
The Committee did not prioritize the recommendations in any particular order nor assign a cost to the recommended initiatives. Instead, the Committee is seeking the Board's approval of the Final Report in order to proceed with hosting a community workshop in partnership with COCA. Following the community workshop, the Committee anticipates that COCA will utilize the updated Plan in developing an implementation plan and FY 2015 budget request. The Committee also recommends establishing a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives contained in the revised Plan.

Changes to the economy over the past decade have had a significant impact on local cultural organizations' ability to fundraise, meet financial objectives, and remain functionally sustainable. The Final Report cites national data on the impact of the arts and the disproportionate cuts endured during the recession compared to the overall economy. However, the County and City are recognized for their commitment to the value of culture, arts, and heritage over this time period. Further, it credits the support of the County and City for COCA's recognition as one of the only local arts agencies in Florida to maintain level grant funding to local culture, arts, and heritage organizations.

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According to the Audit of COCA Salary Funding and Expenditures, historical funding for COCA has declined by \$259,036 (21.5%) between FY 2008 and FY 2012 (Attachment #3). During that same time period, the County reduced its funding to COCA by \$3,850 (0.6%). Today, the County provides \$654,500 annually to COCA with \$504,500 derived from bed tax revenues, which are earmarked for re-granting to cultural organizations. The remaining \$150,000 is used to support COCA’s administrative costs. According to information provided by COCA and the City of Tallahassee, the County and City accounted for 93.25% of COCA’s funding in FY 2013. This includes the City funds set aside for re-granting through COCA but are maintained on the City’s financial books.

The proportion of COCA’s funding provided by local governments may increase in FY 2015. At the Board’s October 29, 2013 workshop to consider future uses for the one-cent bed tax dedicated to the performing arts center, the Board provided preliminary direction to increase its financial support of the arts



from bed tax funds by seeking to utilize a full-cent for arts and culture (Attachment #4). This would increase the County’s investment in culture by nearly \$400,000 annually, as staff projects each penny of the bed tax to generate approximately \$900,000 in FY 2015. However, this increase cannot be effectuated until the Board meets with the City Commission and CRA on the reallocation of bed taxes currently dedicated to the performing arts center (Attachments #5 & #6). When combined with the \$150,000 for administrative costs, the County’s projected budget for cultural arts in FY 2015 will surpass \$1 million. The pie chart above anticipates the County and City providing 94.7% of COCA’s administrative and re-granting funds by FY 2015.

The Committee recommendations, by program area, are provided in the subsequent portions of this analysis along with staff findings and recommendations. Please refer to the Final Report for the full narrative and detail associated with the Committee’s program areas and recommendations.

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Economic Development & Marketing:

1. Create a unified marketing and advertising campaign for promoting Tallahassee and the Capital Area as a cultural hub (Also refer to Economic Development & Marketing Recommendations #10 and #11).
 - o Establish a steering committee from various organizations with each contributing the funds for an advertising campaign.
2. Support a Trolley system and transportation linkages to further connect the districts with cultural components, which have been and are being developed throughout Tallahassee. Examples include Midtown, Frenchtown, Downtown, Cascades Park, Southside, College Town, Gaines Street, The Market District, and others.
3. City of Tallahassee and Leon County should continue to identify and support districts with cultural components by providing appropriate way finding, parking opportunities and transportation links for ease of accessibility to arts, culture and heritage entities.
4. In order to improve the business skills of arts and culture executives, COCA will continue to provide training workshops to assist artists and arts/cultural organizations in ways to implement effective business practices
5. COCA should continue to collaborate with Leon County Tourist Development (Visit Tallahassee) to promote local heritage and cultural destinations. COCA and Visit Tallahassee should continue their efforts to combine their events calendar and create a mobile user-friendly website as well as an app for smart phone users to easily access the information. Information should be presented in a professional and attractive format.
6. Leon County Tourist Development (Visit Tallahassee) should continue to market Tallahassee as a "location site" for the film industry, as an economic driver, in cooperation with the FSU Film School, The Film Society, Florida A&M Journalism/Film Program, TCC Film Program, the Tallahassee Film Festival and other film-oriented organizations.
7. Every three years, COCA should use real data collected through an economic impact report to provide current information on the economic impact of arts and culture in our community. (Refer to Plan Implementation recommendation #9)
 - o To be paid by the County and City.
8. Increase the concept of community arts liaisons including the expansion of the existing arts liaisons program of the Economic Development Council to include leaders of the arts community in an effort to be proactive and look for economic development opportunities that may present themselves as a result of cultural and heritage events in our community.
9. Working with the City of Tallahassee Police Department and others involved in Festival permitting and planning, COCA should create a guide and checklist for event or festival planning and hold workshops to assist those interested in creating new events or sustaining existing events in our community.

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10. COCA should develop an annual marketing and communications plan that includes an analysis and determination of its brand, strategic messages, target audiences, the best media channels to reach those audiences and quantifiable goals to determine the efficacy of its marketing strategies.
11. COCA to work alongside Leon County Tourist Development (Visit Tallahassee) and other organizations to help identify and promote destination-defining events, which help define the brand and spotlight arts, culture and heritage.
12. COCA will work with Leon County Tourist Development (Visit Tallahassee) and local businesses, arts organizations and hoteliers to package arts, culture, and heritage resources wherever possible and practical to expand the geographic footprint and reach of our local offerings beyond our community.

Staff Findings:

The first recommendation in this section seeks to establish a steering committee from multiple organizations throughout the community to advance a marketing effort funded by participating organizations. A unified marketing and advertising campaign should be led by a team of industry professionals rather than an ad hoc steering committee and it is unlikely that a sizeable marketing fund could be collected under this model on a consistent basis in order to be effective.

Coordination with the Leon County Division of Tourism Development is referenced in five of the 12 recommendations. The Division of Tourism Development also carries out two additional recommendations (#9 and #10) in its current day-to-day operations to grow the destination market and promote the area. Given these findings and recommendations, the growing needs of the cultural community, and the County's anticipated \$900,000 investment of tourism funds (\$1 million in total County funds), the Board may wish to explore some operational efficiencies and alternatives to support the cultural arts by providing these services in-house through the Division of Tourism Development. The Division is fully staffed, experienced in the distribution and oversight of grants programs, and actively markets local culture, arts, and heritage events in partnership with a professional marketing and public relations firm.

Staff Recommendation:

Should the Board wish to explore the operational efficiencies of implementing the Cultural Plan under the Division of Tourism Development, staff would prepare an agenda item for Board's consideration on the implementation and execution of the Cultural Plan, including the granting process, under this County Division and in partnership with the City.

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Education:

1. To create a collective place that serves as a conduit between teachers, schools and the business community so schools and teachers can share needs and businesses can directly respond to help with these needs.
2. Arts, heritage and education organizations should be encouraged to share their expertise with public, private and with home schools.
3. Increase commitment to Leon County's youth and strengthen art and business relationships by creating an Arts at Work program, which is a comprehensive youth program that promotes the arts.
4. Local festivals should showcase student accomplishments in the arts by featuring a COCA/LCS booth that showcases work from K-12.
5. An arts, culture, and heritage curricula coordinator position at Leon County Schools should be created to serves as the businesses conduit between the schools, businesses and arts, heritage and cultural organizations.
6. A Coalition for Arts, Culture and Heritage Professionals should be established providing networking, collaborative, and cooperative opportunities to community arts, culture, and heritage executives.
7. A Youth & Education Network should be formulated (Refer to Plan Implementation recommendation #7). This group will bring greater awareness of and advocate for the importance of arts, culture and heritage education in the community.
8. Promote more "Art in Public Space," and where there currently is art, provide educational opportunities such as signage at the site of public artworks or guided/self-guided tours.
9. Formulate creative partnerships with organizations that are able to provide volunteers to assist in school arts/heritage classes and activities on a regular and consistent basis.
10. Promote lifelong learning for arts, culture, and heritage by providing a variety of professional development workshops and continuing education opportunities for the community to attend at affordable prices.

Staff Findings and Recommendations:

There are no additional staff findings or recommendations for this section.

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Funding and Facilities:

1. Leon County and the City of Tallahassee should continue to provide financial support for arts, heritage, cultural programs, festivals special events, and educational conferences that add to the quality of life and help make Tallahassee a desirable destination.
2. In addition to local government funding, COCA should continue to seek additional public and private funding to support its programs and grants, while not competing with other local arts, cultural and heritage organizations.
3. Recognizing that there are several local government-funded grant programs, as well as varied conditions and criteria regarding eligibility for funding, the committee recommends that there be increased collaborations between all parties including, but not limited to, more effective sharing of information between funding agencies and improved dissemination of information about funding opportunities with all potential applicants (An illustration of local government funding can be found on page 39 of the Final Report).
4. The committee recommends funding be made available for current and future festivals, which will be subject to annual assessment and evaluation determined by the grantor.
5. Establish a new matching grant program for capital improvements for arts, cultural and heritage organizations (See Addendum A1 in the Final Report for grant guidelines).
 - o A dedicated source of funding should be identified for this purpose, such as the use of bed tax dollars currently set aside for the performing arts center.
6. The on-going need for performance venues must be addressed.
7. If we can strengthen our existing cultural organizations and events, demonstrating a record of success, it will be their constituents who will ultimately be the strongest supporters of a future performing arts center.
8. There have been some wonderful and unique installations in our community. There should be a cohesive vision for art in public spaces, such as the gateways to our community or roundabouts creating our "sense of place."
9. Recognizing that the arts, culture and heritage are a central part of what makes up our community; and recognizing that organizations which provide vital experiences in arts, culture and heritage, like other non-profits, have traditionally faced a myriad of challenges in establishing and maintaining financial sustainability and therefore must rely on governmental support; it is a desirable vision to someday see this segment of our community become financially strong and more self-sustaining.
10. Create a funding source that provides competitive grants to art, and cultural and heritage organizations, as well as state and local government in our community, for projects and programs that would allow those organizations to achieve a desired "quantum leap" (highly significant advance or breakthrough) in their offerings or level of self-sustainability. This game changing opportunity grant is essential to the economic development and quality of life of the community (See Addendum A2 in the Final Report for more information).
 - o The Committee recommends a level of funding that would provide \$5,000,000 over the 20-year life of the sales tax extension, or \$250,000 per year, and be administered through an existing granting infrastructure, such as the one in place at COCA.

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Staff Findings:

The County, City, CRA, and Tallahassee Downtown (the Downtown Improvement Authority) each provide funding and resources to support the growing cultural community and festivals/activities. More specifically, the County provides \$654,500 annually to the COCA with \$504,500 earmarked for re-granting to cultural organizations.

Recommendation #4 seeks the continued availability of funds for festivals and events that would be subject to annual evaluation by the grantor. The Board recently approved the creation of the Tourism Signature Event Grant Program and allocated \$125,000 annually for large events and festivals. While the program is not specifically restricted to cultural events, staff anticipates that these funds will be utilized for arts and cultural activities.

Another recent Board action that is not contemplated in the Final Report is its workshop on October 29, 2013 to consider future uses for the one-cent bed tax dedicated to the performing arts center. The Board's support for a capital grants program was based on the needs identified in the Committee's Interim Report. During the workshop, the Board provided preliminary direction to increase its financial support of the arts from bed tax funds by seeking to utilize a full-cent for arts and culture to include:

- The current funding levels for the COCA re-granting process (\$504,500).
- The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
- Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation as recommended by the Tourist Development Council in conjunction with the Cultural Review Planning Committee's Final Report.

The Board's preliminary direction to utilize a portion of the bed taxes currently dedicated to the performing arts center for culture in FY 2015 would increase the County's investment by nearly \$400,000 annually, as staff projects each penny of the bed tax to generate approximately \$900,000 in FY 2015. However, this increase cannot be effectuated until the Board meets with the City Commission and CRA on the reallocation of bed taxes currently dedicated to the performing arts center.

Recommendation #5, which seeks to establish a matching grant program for capital improvements for the arts, cultural, and heritage organizations with the bed tax dollars currently set aside for the performing arts center, is contemplated in the Board's direction from the October 29th workshop. Should the City concur with the Board, the Tourist Development Council will work with the cultural community to bring back recommendations to the Board on the allocation of a full-cent to include the re-granting funds for COCA, a capital grants program, and other cultural investment opportunities.

In a separate workshop on February 11, 2014, the Board will have the opportunity to consider the recommendations of the Sales Tax Committee as they relate to the proposed "Quantum Leap" program described in recommendation #10.

Staff Recommendation:

There are no staff recommendations for this section.

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Plan Implementation:

1. COCA will continue to re-grant annually contracted funds from the City of Tallahassee and Leon County through a competitive grant process for culture, arts, and heritage organizations supporting the superlative work these organizations provide the entire community.
 - o Recognizing the limitations in place by Statute, the City of Tallahassee and Leon County should attempt to ease requirements in the COCA Grant Program providing a collective pool of grant dollars to assist local culture, arts, and heritage organizations with general operations grant funding.
2. Create grant programs for individual artists through creative funding streams to support individuals in our community who contribute to culture, arts, and heritage.
3. COCA shall continue to seek out collaborative granting opportunities to partner with organizations and individual artists in the community for grant dollars and public/private funding for which they alone can apply to bring in more funds into our community to help elevate culture, arts, and heritage.
4. Acting as the local arts agency for all citizens in the City of Tallahassee and Leon County, COCA will advocate for and champion all culture, arts, and heritage organizations and individuals.
5. A Coalition for Arts, Culture, and Heritage Professionals should be established providing networking, collaborative, and cooperative opportunities to community arts, culture, and heritage executives.
6. As the local arts agency, COCA will create an ongoing conversation in the community regarding the value of public and private financial support for arts, culture, and heritage.
7. A Youth & Education Network should be established to provide networking, collaborative, and cooperative opportunities to community arts, culture, and heritage educators and administrators.
8. The Board of Directors and staff of COCA will align their strategic vision and long-term organizational plan with the Cultural Plan and collaborate with the Cultural Plan Advisory Committee and community stakeholders to evaluate the implementation and progress of the Goals, Recommendations, and Strategies in the Cultural Plan to best serve all communities in the City of Tallahassee and Leon County.
9. In aligning their strategic vision and long-term organizational plan with the Cultural Plan, COCA will provide the community with an "Economic Impact Study" every three years that demonstrates the role arts, culture, and heritage organizations and individuals play in the local economy.
 - o To be paid by the County and City.
10. With the adoption of the new Cultural Plan a Cultural Plan Advisory Committee will be created by the City and County Commissions to:
 - o Collaborate with plan implementation stakeholders and community on organizational and community needs assessments addressed in the Cultural Plan.
 - o Provide advisement to plan implementation stakeholders and community with possible amendments, improvements, or changes to the Cultural Plan for the betterment of arts, culture, and heritage in our community.
 - o Report the annual progress of the Cultural Plan to the County and City Commissions.

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11. Report the annual progress of the Cultural Plan to the commissions of the City of Tallahassee and Leon County.
12. Upon acceptance of the new Cultural Plan, in anticipation of budget preparation and budget workshops at the City of Tallahassee and Leon County, and with the hiring of the new executive director of COCA and other key arts, culture, and heritage staff discussed in the Cultural Plan; funders, policy makers, organizations, individuals and governmental groups, which contribute to the implementation of the Cultural Plan shall conduct a workshop, co-led by COCA Executive Director and Chair of Cultural Plan Advisory Committee, to collectively understand and discuss the implementation of the Cultural Plan and begin the process of collaboration in implementation. A goal of this workshop would include:
 - o Establishing funding needs for the implementation of the Cultural Plan, which may need to be considered during the budgeting process of the County and City.
13. It is recognized by the CPRC that the implementation of some of the recommendations included in the Capital Area Cultural Plan may require additional staffing and funding for COCA. The COCA Board as the governing entity of COCA, with support from the Cultural Plan Advisory Committee, will determine and recommend any additional positions and funding which it deems necessary to effectively implement the plan.

Staff Findings:

This section of the Final Report presents a conundrum in its first recommendation whereby cultural events are linked to enhancing tourism but bed tax funds are considered too restrictive because they require a grantee to demonstrate their tourism impact. The use of tourism funds are prescribed in Florida Statutes so the Board has limited latitude to 'ease requirements' for the COCA re-granting program.

Recommendation #10 seeks to establish a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives contained in the revised Plan. Under this recommendation, the Advisory Committee would report the progress of the Cultural Plan to the County and City Commissions on an annual basis and would presumably be staffed by the County and/or City. Further, the recommendation explicitly states that the Advisory Committee would not "provide oversight, supervision, or management of any individual, organization, or stakeholder named in the Cultural Plan." The addition of an Advisory Committee, staffed by the County and/or City, to oversee COCA's implementation of the Cultural Plan while not having any formal relationship or authority over COCA may be problematic. As the recognized local arts agency with a volunteer board and various partner organizations, the Board may wish to encourage COCA to establish and staff its own subcommittee to review its progress relative to the Cultural Plan.

Recommendations #11 and #12 present the process by which the Committee recommends developing more specific funding requests for the FY 2015 budget cycle. The Committee is seeking the Board's approval of the Final Report in order to proceed with hosting a community workshop in partnership with COCA. Following the community workshop, the Committee anticipates that COCA will utilize the updated Plan in developing its FY 2015 budget requests for implementation.

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Staff Recommendation:

Should the Board wish to proceed with implementing the Cultural Plan as generally outlined in the Final Report, staff recommends providing COCA with the guidance to develop its County budget request assuming \$150,000 for administrative costs and \$900,000 in County bed tax funding to include:

- The current funding levels for the re-granting process (\$504,500).
- The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
- Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation.

This recommendation is based on the Board's preliminary direction at the October 29th workshop to set aside a penny of bed tax revenue for arts and culture along with the unresolved matters to be jointly addressed with the City. Staff also recommends that COCA work in consultation with the Tourist Development Council in developing its budget request for FY 2015.

The Committee's recommendation to establish a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives and report the progress of the Cultural Plan to the County and City Commissions on an annual basis would not "provide oversight, supervision, or management of any individual, organization, or stakeholder named in the Cultural Plan." The addition of an Advisory Committee, staffed by the County and/or City, to oversee COCA's implementation of the Cultural Plan while not having any formal relationship or authority over COCA may be problematic. As the recognized local arts agency with a volunteer board and various partner organizations, staff recommends encouraging COCA to establish and staff its own subcommittee to review its progress relative to the Cultural Plan rather than the County and City creating a separate Advisory Committee to oversee the implementation of the Plan.

Summary

The Committee's Final Report recognizes the County and City for their commitment to the value of culture, arts, and heritage during the recession as many local governments disproportionately cut funding for the arts over this time period. The Committee did not prioritize its recommendations in any particular order nor assign a cost to the recommended initiatives. Instead, the Committee is seeking the Board's approval of the Final Report in order to proceed with hosting a community workshop in partnership with COCA. Following the community workshop, the Committee anticipates that COCA will utilize the updated Plan in developing its FY 2015 budget requests for implementation.

This workshop on the Cultural Plan is one of four intertwined matters competing for limited resources along with the Leon County Sales Tax Committee recommendations, the FSU Civic Center District Master Plan and related convention center, and the CRA's role in determining the future use of the one-cent bed tax dedicated to the performing arts center. The Board approved a sequence to address these matters at its meeting on January 21, 2014 to ensure that it has the best information upon which to make decisions given some of the overlapping financial and policy implications.

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Today, the County provides \$654,500 annually to COCA with \$504,500 derived from bed tax revenues, which are earmarked for re-granting to cultural organizations. The remaining \$150,000 is used to support COCA's administrative costs. According to information provided by COCA and the City of Tallahassee, the County and City accounted for 93.25% of COCA's administrative and re-granting funds in FY 2013. This includes the City funds set aside for re-granting through COCA but are maintained on the City's financial books.

The Committee anticipates that additional funds will be sought by COCA to implement the Cultural Plan but does not address any operational or organization efficiencies, nor is there a determination that the County and City funds have demonstrated a return on investment. Based on the Board's preliminary direction at the October 29, 2013 workshop to increase its investment in the cultural arts, the County's projected budget for COCA in FY 2015 will surpass \$1 million. Service delivery enhancement and efficiencies may be available through the Leon County Division of Tourism Development as it is referenced numerous times and already carries out many of the functions described in the Final Report. Given these findings and the growing needs of the cultural community, the Board may wish to explore the potential operational alternatives and efficiencies that could be achieved by providing support to the cultural arts through the Division of Tourism Development. The Division is fully staffed, experienced in the distribution and oversight of grants programs, and actively markets local culture, arts, and heritage events in partnership with a professional marketing and public relations firm.

Should the Board wish to explore implementing the Cultural Plan under the Division of Tourism Development, staff recommends the Board accept the Committee's Final Report and to direct staff to bring back an agenda item for Board consideration on the implementation and execution of the Cultural Plan, including the granting process, under the Division of Tourism Development and in partnership with the City.

Should the Board wish to proceed, as generally outlined in the Final Report, staff recommends the Board accept the Committee's Final Report with two caveats as follows:

The Committee recommends establishing a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives contained in the revised Plan. Under this recommendation, the Advisory Committee would report the progress of the Cultural Plan to the County and City Commissions on an annual basis and would presumably be staffed by the County and/or City. Further, the recommendation explicitly states that the Advisory Committee would not "provide oversight, supervision, or management of any individual, organization, or stakeholder named in the Cultural Plan." The addition of an Advisory Committee, staffed by the County and/or City, to oversee COCA's implementation of the Cultural Plan while not having any formal relationship or authority over COCA may be problematic. Should the Board wish to proceed as generally outlined in the Final Report, staff recommends encouraging COCA, as the recognized local arts agency, to establish and staff its own subcommittee to review its progress relative to the Cultural Plan.

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Based on the Board's preliminary direction at the October 29th workshop and the unresolved matters to be jointly addressed with the City, staff recommends providing COCA with the guidance to develop its budget request at this time, in consultation with the Tourist Development Council, assuming \$150,000 for administrative costs and \$900,000 in County bed tax funds to include:

- The current funding levels for the re-granting process (\$504,500).
- The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
- Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation as recommended by the Tourist Development Council in conjunction with the Cultural Review Planning Committee's Final Report.

Consistent with normal practices, staff will prepare a ratification item summarizing the Board's action and direction at this workshop. Concurrently, a ratification item will also be presented on the Board's actions with regard to the workshop on the Sales Tax Committee's recommendations and a revised sequence of actions and policy positions taken by the Board. Once the Board has reaffirmed its actions, staff will proceed with scheduling joint meetings with the Intergovernmental Agency and/or CRA to carry out the Board's direction.

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Options:

1. If the Board wishes to explore the operational efficiencies of implementing the Cultural Plan under the Division of Tourism Development, staff recommends the Board:
 - a. Accept the Cultural Plan Review Committee's Final Report.
 - b. Direct staff to bring back an agenda item for Board consideration on the implementation and execution of the Cultural Plan, including the granting process, under the Division of Tourism Development and in partnership with the City.
2. If the Board wishes to proceed, as generally outlined in the Final Report, staff recommends the Board:
 - a. Accept the Cultural Plan Review Committee's Final Report.
 - b. Encourage COCA to establish and staff its own subcommittee to review its progress relative to the Cultural Plan.
 - c. Direct COCA to develop its FY 2015 budget request to the County assuming \$150,000 for administrative costs and \$900,000 in County bed tax funds, in consultation with the Tourist Development Council, to include:
 - i. The current funding levels for the re-granting process (\$504,500).
 - ii. The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
 - iii. Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation.
3. Do not accept the Cultural Plan Review Committee's Final Report.
4. Board direction.

Recommendation:

Board direction.

Attachments:

1. Final Report of the Cultural Plan Review Committee.
2. Interim Report of the Cultural Plan Review Committee.
3. Funding Sources of COCA, 2012-03 Audit of COCA Salary Funding and Expenditures.
4. October 29, 2013 Workshop on the Future Uses for the One-Cent Tourist Development Tax Currently Dedicated to a Performing Arts Center - w/o attachments.
5. Interlocal Agreement with the City of Tallahassee and CRA, June 23, 2004.
6. First Amendment to the Interlocal Agreement with the City and CRA, October 4, 2007.


VSL/AR/KM

Leon County Board of County Commissioners

Cover Sheet for Agenda #13

April 8, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Advance the Board's Direction on Projects Relating to the One Cent of Tourist Development Taxes, Currently Dedicated to the Performing Arts Center, for Consideration by the Community Redevelopment Agency

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Ken Morris, Director of Economic Development & Business Partnerships

Fiscal Impact:

Pending final Board direction and agreement with the City and Community Redevelopment Agency (CRA), this item addresses the utilization of 1) the existing \$4.1 million performing arts tourist development tax balance; 2) the annual recurring one-cent tourist development tax dedicated to a performing arts center; and, 3) the reimbursement of \$508,425 utilized for the demolition of the Johns Building.

Staff Recommendation:

Board direction.

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Report and Discussion

Background:

In recent months, the Board has taken up a number of issues that have been overlapping in nature that may have competing, and possibly conflicting, timelines and policy implications.

At the Board's annual retreat in December 2013, the Board directed the County Administrator to work with Florida State University (FSU) on the Civic Center District Master Plan to include the potential partnership to realize the convention center space desired by the County and to bring back issues related to the County's financial and programming roles and participation for future Board consideration. The actions taken by the Board at its retreat were ratified at the January 21, 2014 meeting.

Additionally, on January 21, 2014, the Board approved a course of action and general sequence for proceeding on these matters to ensure that the Board has the best information upon which to make decisions given some of the duplicative financial and policy implications associated with these issues (Attachment #1).

On February 11, 2014, the Board held a workshop to review the Cultural Plan Review Committee's final report and recommendations (Attachment #2). Following presentations by members of the Cultural Plan Review Committee and County staff, the Board reaffirmed its preliminary direction from the workshop on October 29, 2013 to dedicate a full one cent of Tourist Development Tax (TDT) to culture in FY 2015 utilizing a portion of the penny currently dedicated to the performing arts center(s). In addition, the Board provided guidance to the Council on Cultural Arts (COCA) in anticipation of its FY 2015 budget request to assume County support in the amount of \$1,050,000 (\$150,000 from general revenue and \$900,000 from TDT funds).

Also on February 11, 2014, the Board conducted a workshop to review the Sales Tax Committee's recommendations and identify projects to be included in the tax extension (Attachment #3). Included in the Board's actions is a tentative approval to consider \$20 million for the Madison Mile Convention District. A special meeting of the Intergovernmental Agency has been scheduled for April 22, 2014 to provide the City and County Commissions the opportunity to finalize the project list in anticipation of placing the referendum on the November 4, 2014 ballot.

On March 11, 2014, the Board provided direction to staff to provide additional information regarding Ms. Peggy Brady's request for a small performing arts theatre to be developed and considered in this agenda item.

As outlined in the January 21, 2014 agenda item, subsequent to the Board's February workshops on the Cultural Plan and Sales Tax, the County Administrator was to bring back an agenda item reconciling all Board actions and to seek Board approval of any modifications to previous direction prior to moving forward to the Community Redevelopment Agency (CRA)..

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Analysis:

1. Community Redevelopment Agency Related to the Tourist Development Tax

Leon County currently collects all five cents of the TDT allowable under section 125.0104, Florida Statutes. Four of the five cents are used to fund the Tourist Development Plan and one cent is set aside, by Interlocal Agreement with the City and CRA, in an account dedicated for a performing arts center(s) in the downtown district of the CRA (Attachment #4). During the October 29, 2013 Workshop on the Future Uses for the One Cent of TDT Currently Dedicated to a Downtown Performing Arts Center, the Board acknowledged the substantial likelihood that the proposed performing arts center(s) led by Florida Center for Performing Arts and Education would not be realized given the lack of adequate private financial support and strong opposition by the Sales Tax Committee (Attachment #5). In addition, the latest extension of the Florida Center for Performing Arts and Education's option agreement with the City for the Johns Building site had expired a month prior to the workshop, on September 30, 2013, due to their inability to meet fundraising benchmarks.

During the October 29, 2013 workshop, the Board authorized the County Administrator to take the necessary steps to return the encumbered balance (approximately \$4.1 million presently) set aside for the downtown performing arts center(s) back into the Tourist Development Tax Trust Fund pursuant to the Interlocal Agreement. The Interlocal Agreement contemplates the possibility of a performing arts center(s) not being constructed and, under said circumstances, returning the accrued funds back to the Tourist Development Tax Trust Fund without the dissolution or renegotiation of the Interlocal Agreement. This requires the City and CRA to formally acknowledge that the performing arts center(s) is no longer a viable pursuit under the terms of the agreement, which also requires other funding sources to provide for the majority of the costs as part of the agreement. Additionally, the Board approved seeking a reimbursement for the \$508,425 in TDT funds spent on the demolition and clearing of the Johns Building site for the proposed performing arts center(s). However, an amendment to the Interlocal Agreement would be recommended to effectuate change for use of the recurring TDT funds.

Should the recurring funds currently dedicated to the performing arts center(s) become available, the Board provided preliminary direction to utilize approximately half of those recurring TDT funds to increase its financial support of the arts. This action was affirmed by the Board through the support of the Cultural Plan implementation. Combined with the County's current investment, this would result in a full cent of TDT funds dedicated to the cultural arts.

The Board's direction included maintaining the current re-granting funding levels, creating a capital grants program for cultural organizations, and identifying other cultural community funding needs in accordance with Florida Statutes for the use of TDT funds. The attached memorandum was prepared in response to a request of the Cultural Plan Review Committee. Specifically, the memorandum notes:

In short Florida Statute 125.0104(a)(1) limits the use of TDT funds to publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums, and likewise specifically permits the expenditure of TDT funds for museums and zoological parks that are owned and operated by not-for-profit organizations and open to the public, as an exception to the general requirement that facilities by publically owned to be eligible for use of such funds. (See, ACS 00-25, April 26, 2000).

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The additional funding would increase the County's TDT investment in culture by approximately \$400,000 annually, or 78%. However, this increase cannot be effectuated until the Board meets with the CRA and City Commission on the reallocation of TDT currently dedicated to the performing arts center(s). If successful, the County's projected budget for cultural arts in FY 2015 would be approximately \$1,050,000.

2. FSU Madison Mile Convention District

At the Board's invitation, former FSU President Eric Barron presented the University's master plan for the Madison Mile Convention District at the Board's retreat. Following the presentation, the Board elevated this project as one of its strategic initiatives and directed the County Administrator to work with FSU in identifying a potential partnership to realize the convention center space desired by the County (Attachment #6). The County Administrator was directed to bring back his findings related to the County's financial and programmatic roles and participation for the Board's consideration.

As previously mentioned, both Commissions have approved the FSU Madison Mile Convention District in the amount of \$20 million as part of the economic development portion of the sales tax extension. The Board was clear in its deliberations on the \$20 million allocation that the project must be further developed before a final determination can be made and formal agreements are executed with the Intergovernmental Agency (IA) in order to provide these sales tax funds for construction. County and City staff have been participating in the early stages of the master planning process with FSU's consultant team and the County Administrator has been in regular contact with FSU's leadership team following the departure of former President Barron. During this period of transition at FSU, the FSU Madison Mile Convention District project will continue to be led by the president's office at FSU.

Near the completion of the master plan for the FSU Madison Mile Convention District, FSU will engage in a competitive qualification solicitation process to identify prospective hoteliers or developers to construct and operate a full service hotel and convention center on the Civic Center site. FSU has also expressed a willingness to explore the potential of incorporating some dual-purpose functionality into these projects that would take into consideration the community's desire for a performing arts theater. To be clear, FSU has not made any commitments on this issue and is unable to do so at this juncture of the project, but is willing to consider it.

To successfully attract qualified respondents for the construction and operation of a full service hotel and convention center, FSU is seeking the County's commitment of a ½-cent of TDT funds for the successful operation and maintenance of the convention center. Public financing for the construction and operation of convention centers is very common, particularly in Florida, which specifically authorizes the use of TDT funds for such purposes. The CRA explored this issue from 2010-2012 with the help of a consultant to determine the market conditions for a hotel and convention center. The CRA elected to not move forward on the project to identify potential developers at that time citing the expensive construction and operating costs. Instead, the CRA directed staff to explore options that would reduce construction and operating costs.

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The proposed partnership with FSU on the Madison Mile Convention District offers the potential of a privately constructed full service hotel at no cost to local taxpayers and the construction of a convention center with limited exposure of local resources, up to \$20 million, as tentatively agreed upon by the County and City Commissions for the sales tax extension. The initial annual operating deficit of \$1.8 projected by HVS Consulting in 2011 could be mitigated by constructing a slightly smaller venue, the colocation of other successful entertainment and conference venues such as the Civic Center and Turnbull Center, and the relocation of the School of Hospitality which would infuse an abundance of talented and cheap labor for the operation of both the hotel and convention center. That being said, the County's financial support of convention space, through both sales tax funds and/or TDT revenues, must ensure that the facility has the capacity to generate county-wide conventions/conferences and events to support multiple existing hotels, restaurants, and attractions.

Similar to the Board's desire to increase funding for cultural arts, the ability to support this request without a significant impact on the County's visitor marketing program requires the City and CRA to relinquish the one cent of TDT currently dedicated to the performing arts center(s) under the Interlocal Agreement. The FY 2015 revenue projection for a ½-cent of the TDT is approximately \$450,000. While FSU is seeking a commitment from the County at this time in order to proceed with this project, TDT funds would not be needed until the convention center nears operation, which could be at least several years away. This could provide the Board an interim period of several years to utilize a ½-cent of TDT for tourism-related investments until the convention center is operational or the funds could be accumulated for the future operational needs of the facility.

3. Downtown Theatre Project on College Avenue

On February 24, 2014, Ms. Peggy Brady submitted a proposal for a Downtown Theatre project located adjacent to the Governor's Club on College Avenue that would operate as a year round facility (Attachment #7). The proposal calls for the Downtown Theatre to be a professional producing theatre similar to the Hippodrome Theatre in Gainesville. The estimated total cost of this facility from present condition to completion is estimated at \$2.5 - \$3.2 million, which is inclusive of all design and construction costs, acquisition, theatre outfitting costs and the beginning of an operating endowment.

This project had previously been initiated by Mr. Mike Sheridan and his willingness to donate \$1 million toward a small performing arts center with the caveat that another group assist with the project development. Ms. Elise Judelle and Ms. Brady are serving as Project Managers for the Downtown Theatre and indicate that other private individuals and businesses have expressed an interest in supporting the Theatre. The proposal seeks \$1.5 million in construction costs from the \$4.1 million of TDT revenues set aside for a downtown performing arts center(s) under the terms of the Interlocal Agreement with the City and CRA and \$300,000 annually for operations. Based on the documents submitted to the County, this project appears to still be very much in the conceptual phase and will require additional information for further consideration.

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The TMH Foundation currently owns the proposed site and building so the acquisition, title, construction, and long-term maintenance would need to be determined prior to any financial commitments. At the Board's request, Facilities staff performed a preliminary analysis in May 2013 that estimated a maximum seating capacity of approximately 250 people for a one-story theatre with the possibility of additional balcony seating. A pro forma or some other level of market analysis would be needed to understand the financial parameters of the Theatre and to attract additional private sector investors.

In light of this new proposal for a performing arts venue in the downtown area that could be eligible for use the existing funds, the Board may wish to revisit its prior direction from October 29, 2013 seeking that all of these funds be returned to the County. Instead, the Board may wish to explore this proposal further as part of the April 24, 2014 CRA meeting agenda. The Board's level of support and potential financial commitment for this project may help determine its position on what to do with the \$4.1 million of TDT funds currently set aside for the performing arts center(s). For example, the Board may wish to maintain the \$4.1 million set aside for the performing arts center(s) under the current terms and conditions, thereby providing a potential funding source for the Downtown Theatre Project. Following construction, the remaining balance could be utilized as an endowment to support operating costs.

Another funding option to support this project would be to provide the \$300,000 in operating support from the Board's proposal to increase cultural investments to a full cent of TDT. However, this would negate much of the recent Cultural Plan efforts, as it would limit the 'new money' available for other priorities identified in the Plan including the capital grants program.

As noted in the County Attorney's memorandum (Attachment #8), for the downtown theater project being discussed to receive TDT funds for capital improvements and/or operating expenditures, it must be owned and operated by the public (this could be implemented through a service contract and lease); similar to the investment made at the amphitheater.

Given the need for additional information on this proposal and the potential support from both Commissions, the Board may wish to agenda this matter at the CRA meeting. Should both Commissions wish to pursue this further, staff recommends that consideration for financial support with TDT funds be limited to the encumbered funds set aside for the performing arts center(s). Alternatively, the Board may wish to reach an agreement with the City/CRA on how to reallocate the \$4.1 million for some other purpose in accordance with Florida Statutes for use of such funds.

Summary and Options

The confluence of the Board's actions at the October 29, 2013 workshop on TDT and the performing arts center, the Cultural Plan Review Committee's report, the sales tax extension including the FSU Madison Mile Convention District, and potentially a Downtown Theatre have presented an opportunity for the Board to evaluate a number of overlapping and competing projects in a short period of time and chart a course of action to invest resources in key community projects. This item seeks the Board's guidance to address these matters with the City Commission at the next CRA meeting on April 24, 2014 at 9:30 a.m.

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Should the Board wish to address these TDT matters with the CRA and City, an amendment to the interlocal agreement between the County, City, and CRA would be required to implement the following:

1. Direct staff to prepare an agenda item for consideration to amend the Interlocal Agreement at the April 24, 2014 CRA meeting that addresses the following:
 - a. The CRA would maintain the \$4.1 million fund balance (plus what is collected through September 30, 2014) set aside for the performing arts center(s) under the current terms and conditions, which includes recommendations being subject to final approval by the County and City. Projects that may be considered include, but are not limited to:
 - i. The proposed Downtown Theatre Project on College Avenue.
 - ii. Performing arts space as part of convention center project.
 - iii. Or, other performing arts projects as recommended by the CRA.
 - b. The City is provided three years to make improvements of the Capital City Amphitheater and/or Meridian Building for the purpose(s) requested by the County in an amount equal to the \$508,425 utilized for the demolition of the Johns Building; any balance not utilized during this period of time will be reimbursed to the County's Tourist Development Trust Fund.
 - c. A formal acknowledgement that effective September 30, 2014, all future one cent TDT currently dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida Law.

With regard to the Cultural Plan implementation, staff recommends the Board continue to implement utilizing approximately ½-cent currently dedicated to the performing arts center(s) toward the overall support of the cultural and arts community through the establishment of the new capital grants program and other community needs identified in the Cultural Plan consistent with section 125.0104, Florida Statutes. This action results in one full cent of TDT tax being dedicated to the cultural arts or in increase of 78%. Upon the approval of the amendment to the Interlocal Agreement, staff recommends that the Board:

2. Direct staff to schedule a Public Hearing to amend the Tourism Plan (Ordinance) to allocate a total of one cent of TDT to support cultural arts starting in FY 2015.

If the sales tax extension is approved and the Madison Mile Convention Center project is funded, then a ½ cent of tourist development tax will be necessary to support the on-going operations and maintenance of the facility. Given a number of milestones need to be reached prior to the facility being constructed and opened, the Board may wish to provide the following direction:

3. Upon approval of the sales tax extension, direct the County Administrator to negotiate a preliminary agreement, subject to Board approval, with FSU and/or the appropriate parties for a ½ cent of the tourist development tax to be utilized for the operation and maintenance of the convention center based on the following:
 - a. Begin dedicating the ½-cent of TDT for the convention center beginning in FY 2015.

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- b. Utilize the ½-cent TDT for tourism-related expenses until such time the convention center is operational.

The suggestion presented herein seeks to strike a balance between desired community projects and available resources by maintaining the existing fund balance for a performing arts center(s) and utilizing future TDT revenues for other community efforts. Under all of the same terms and conditions of the interlocal agreement, the CRA would continue to have the ability to utilize the \$4.1 fund balance (plus revenues received through September 30, 2014) for a variety of performing arts center needs in the downtown area. This approach would allow the County to increase cultural funding with TDT monies from \$504,500 to approximately \$900,000 annually starting in FY 2015. These additional funds would be used to support the implementation of community needs identified in the Cultural Plan including a capital grants program. Should the Board choose to support the operational and maintenance needs of the convention center, this option affords the desired flexibility to determine the appropriate timing of that financial support as the project details and time line materialize.

The amendment to the interlocal agreement will be structured to provide certainty to the process by which the existing fund balance and the recurring penny will be allocated. Until these actions are taken, the ongoing one cent dedicated to a performing arts center(s) will remain in effect thereby prohibiting the reallocation of these future revenues for other projects or programs.

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Options:

1. Direct staff to prepare an agenda item for consideration to amend the Interlocal Agreement at the April 24, 2014 CRA meeting that addresses the following:
 - a. The CRA would maintain the \$4.1 million fund balance (plus what is collected through September 30, 2014) set aside for the performing arts center(s) under the current terms and conditions, which includes recommendations being subject to final approval by the County and City. Projects that may be considered include, but are not limited to:
 - i. The proposed Downtown Theatre Project on College Avenue.
 - ii. Performing arts space as part of convention center project.
 - iii. Or, other performing arts projects as recommended by the CRA.
 - b. The City is provided three years to make improvements of the Capital City Amphitheater and/or Meridian Building for the purpose(s) requested by the County in an amount equal to the \$508,425 utilized for the demolition of the Johns Building; any balance not utilized during this period of time will be reimbursed to the County's Tourist Development Trust Fund.
 - c. A formal acknowledgement that effective September 30, 2014, all future one cent TDT currently dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida Law.
2. Direct staff to schedule a Public Hearing to amend the Tourism Plan (Ordinance) to allocate a total of one cent of TDT to support cultural arts starting in FY 2015. (Note: This can only occur subsequent to the amendment to the Interlocal Agreement being approved.)
3. Upon approval of the sales tax extension, direct the County Administrator to negotiate a preliminary agreement, subject to Board approval, with FSU and/or the appropriate parties for a ½ cent of the tourist development tax to be utilized for the operation and maintenance of the convention center based on the following (Note: This can only occur subsequent to the amendment to the Interlocal Agreement being approved.):
 - a. Begin dedicating the ½-cent of TDT for the convention center beginning in FY 2015.

Or

 - b. Utilize the ½-cent TDT for tourism-related expenses until such time the convention center is operational.
4. Board direction.

Recommendation:

Board direction.

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Attachments:

1. January 21, 2014 providing the general sequence and time lines for the Board to consider several overlapping projects.
2. Ratification of the February 11, 2014 Workshop on the Cultural Plan Review Committee's Final Report and Recommendations.
3. Ratification of the February 11, 2014 Workshop on the Sales Tax Committee's Final Report.
4. First Amendment to the Interlocal Agreement with the City and CRA, October 4, 2007.
5. Ratification of the October 29, 2013 Workshop on the Future Uses for the One Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center.
6. Leon County's Strategic Initiatives.
7. Downtown Theatre proposal submitted by Ms. Peggy Brady.
8. County Attorney Memorandum.

Item 13 [Approval to Advance the Board's Direction on Projects Relating to the One Cent of Tourist Development Taxes, Currently Dedicated to the Performing Arts Center, for Consideration by the Community Redevelopment Agency](#)

(County Administrator/Economic Development & Business Partnerships/Tourism Development)

- **Speakers:**
 - Curtis Baynes stated that it would be prudent for the Board to look at alternatives. He mentioned the conceptual project at Northwood Center.
 - Bob Inzer expressed strong support to continue the One Cent Tourist Development Tax for a performing arts theater. He distributed a letter addressing several issues raised against the Performing Arts Center.
- **Commissioner Maddox moved, seconded by Commissioner Desloge, to approve**
 - Options #1a, 1b, 1c, #2, and #3b:**
 1. **Direct staff to prepare an agenda item for consideration to amend the Interlocal Agreement at the April 24, 2014 CRA meeting that addresses the following:**
 - a. **The CRA would maintain the \$4.1 million fund balance (plus what is collected through September 30, 2014) set aside for the performing arts center(s) under the current terms and conditions, which includes recommendations being subject to final approval by the County and City. Projects that may be considered include, but are not limited to:**
 - i. **The proposed Downtown Theatre Project on College Avenue.**
 - ii. **Performing arts space as part of convention center project.**
 - iii. **Or, other performing arts projects as recommended by the CRA.**
 - b. **The City is provided three years to make improvements to the Capital City Amphitheater and/or Meridian Building for the purpose(s) requested by the County in an amount equal to the \$508,425 utilized for the demolition of the Johns Building; any balance not utilized during this period of time will be reimbursed to the County's Tourist Development Trust Fund.**
 - c. **A formal acknowledgement that effective September 30, 2014, all future one cent TDT currently dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida Law.**
 2. **Direct staff to schedule a Public Hearing to amend the Tourism Plan (Ordinance) to allocate a total of one cent of TDT to support cultural arts starting in FY 2015. (Note: This can only occur subsequent to the amendment to the Interlocal Agreement being approved.)**

3. Upon approval of the sales tax extension, direct the County Administrator to negotiate a preliminary agreement, subject to Board approval, with FSU and/or the appropriate parties for a ½ cent of the tourist development tax to be utilized for the operation and maintenance of the convention center based on the following (Note: This can only occur subsequent to the amendment to the Interlocal Agreement being approved.):

b. Utilize the ½-cent TDT for tourism-related expenses until such time the convention center is operational.

- Commissioner Dailey stated that he could not support the motion, though he supports the convention center through the sales tax extension. He added that he supports the community theater being proposed and mentioned that there is an opportunity to partner with community leaders to make this happen.
- Commissioner Desloge pointed out that the agenda item memorializes a number of meetings held over the past year. He remarked that there is an opportunity to partner with FSU. The County can have an impact on convention center.
- Commissioner Proctor asked where the funds (\$4.1 million) would go.
 - County Administrator Vincent Long responded that the option presented is to allow the funds to be used for performing arts in downtown CRA; the CRA would provide programmatic guidelines for the funds.
- Commissioner Proctor asked if this is time-sensitive. He noted that the performing arts center project was not supported by Sales Tax Committee and was not recommended. He added that he would like to see tourist development tax money go to something local and does not want the CRA to be source to spend the money.
- Commissioner Dozier expressed concern on how the \$4 million funds would be spent and would like clarification on the Agreement.
- Commissioner Dailey made a substitute motion, seconded by Commissioner Proctor, to place this issue on CRA agenda and then open up to holding a CRA workshop, including those County Commissioners who are not sitting on CRA.

The substitute motion failed 3-4, with Commissioners Desloge, Lindley, Maddox, and Sauls opposed.

The original motion passed 4-3, with Commissioners Dailey, Dozier, and Proctor opposed. *

(For additional information on Agenda Item #13, please visit the County's website at <http://cms.leoncountyfl.gov/>)



Agenda Item Details

Meeting	Sep 22, 2014 - City Commission Meeting
Category	13. POLICY FORMATION AND DIRECTION
Subject	13.01 (CONTINUED FROM 5/28/14) Discussion Regarding Tourist Development Tax Funds -- Anita Favors Thompson, City Manager
Type	Action, Discussion
Fiscal Impact	No
Recommended Action	<p>Approve Options 1 & 2</p> <p>Options:</p> <p>1) Direct staff to prepare an agenda item for consideration to amend the June 2004 Tallahassee Community Redevelopment Agency (CRA) Interlocal Agreement to address the following:</p> <p>a. The CRA will maintain the balance of funds as of September 30, 2014 for the performing arts center(s) under the current terms and conditions, which includes recommendations being subject to final approval by the County and City. Please note that the funds may only be used for other projects as permitted by Florida Statute (FS), Section 125.0104. Projects that may be considered include, but are not limited to:</p> <p>i. The proposed Downtown Theatre Project on College Avenue.</p> <p>ii. Performing arts space as part of convention center project.</p> <p>iii. Other performing arts projects as recommended by the CRA.</p> <p>b. The City is provided five years to make improvements to support the Capital City Amphitheater for the purpose(s) requested by the County in an amount equal to the \$508,425 utilized for the demolition of the Johns Building. Any balance remaining at the end of this period will be reimbursed to the County's Tourist Development Trust Fund.</p> <p>c. Formally acknowledge that effective September 30, 2014, the one cent Tourist Development Tax (TDT) currently dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida Law and as described in Option 2.</p> <p>2) Following amendment of the interlocal agreement, the County shall amend the Tourism Plan (Ordinance) to increase the allocation to a total of one cent of TDT to support both the City and County cultural grants and implementation of the Cultural Plan starting in FY 2015.</p> <p>a. In addition, for five years, beginning in FY 2015, the County shall dedicate an additional ¼ cent of the one cent previously dedicated to a performing arts center to support the cultural grant program. Monies accrued from the ¼ cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. This will provide a total of 1.25 cents for allocation for cultural and arts grant programs to be administered by COCA. During this five year term, the City and County will continue to commit general revenue funds in the amount of about \$150,000 each towards the operation of COCA. The exact amount can be determined during FY15 in conjunction with COCA staff. The City's proposed budget for FY15 has \$192,036 towards the operation of COCA.</p>

For more information, please contact: Anita Favors Thompson, City Manager, 850-891-8576

Statement of Issue

On June 23, 2004, the Tallahassee City Commission (City), the Leon County Board of County Commissioners (County),

and the City of Tallahassee Community Redevelopment Agency (CRA), adopted the Interlocal Agreement which, among other things, established the Downtown District Community Redevelopment Area (Downtown District). Section 6a of the interlocal agreement set aside one cent of Tourist Development Tax (TDT) funds (also referred to as Bed Tax funds) for the construction and operation of a performing arts center(s) (PAC) within the Downtown District. The PAC Bed Tax funds are maintained by the County but are provided to the CRA for PAC uses consistent with the interlocal agreement. To date, the PAC Bed Tax funds have been used to prepare a market and location assessment for the proposed PAC, for the demolition and site clean-up of the former Johns Building site for the proposed PAC and PAC-related operational expenses. The PAC Bed Tax Fund currently has an estimated \$4.1 million set aside for PAC-related expenses.

In October 2007, during negotiations relating to the first amendment to the interlocal agreement, the City and County Commissions agreed that the County's annual contribution to the Downtown District Community Redevelopment Trust Fund would be 4.29 mils instead of the full millage of approximately 8.3 mils that the County currently contributes to the Greater Frenchtown/Southside Community Redevelopment Trust Fund. In addition to the 4.29 mils (later changed to 1.154 times the City's millage, but capped at 4.2698 mils by the second amendment to the interlocal agreement), the County agreed to continue to contribute one cent in Bed Tax revenue dedicated to the PAC. These funds comprise the \$4.1 million in Bed Tax funds currently under discussion.

On April 8, 2014, the Leon County Board of County Commissioners heard an agenda item recommending that the one cent in PAC dedicated Bed Tax funding be discontinued and that the County use one half of that cent to implement the Cultural Plan. There was no proposed change to the County's TIF contribution to the Downtown District of 1.154 times of the City's millage rate, with a maximum contribution rate of 4.2698 mils.

In addition, the County agenda item recommended that the existing \$4.1 million PAC Bed Tax balance, plus the amount accrued through September 30, 2014, remain with the CRA for performing arts center related uses, and the \$508,425 in PAC Bed Tax funds owed to the County by the City for costs incurred during the demolition of the John's Building, be used for improvements relating to the Capitol City Amphitheater.

Following discussion on the agenda item, the County Commission directed staff to prepare an agenda item for discussion at the April 24 CRA Board meeting that addressed the PAC Bed Tax issues described above.

On April 24, 2014, the CRA Board discussed the recommendations contained in the April 8th County Agenda item and decided to hold a workshop with the full City and County Commissions to allow a detailed discussion of the issues prior to making a decision regarding use of the funds. At that meeting, it was mentioned that the County Commissioners had dealt with these issues on several occasions; however, the City had not had the opportunity to have their own individual discussion.

On May 14 and 28, 2014, the City Commission discussed the April 8th County agenda item and requested additional clarification of the issues. This agenda item is presented to the City Commission for discussion and policy development. If the recommendations are approved by the City Commission, it will be necessary to amend the June 2004 interlocal agreement. All parties to the interlocal agreement (City, County and CRA) will have to approve the amendment(s). Based on the direction provided by the City Commission, City staff will draft the amendment language for consideration by the three parties.

The proposed action would dedicate 1.25 cents of Bed Tax funding to support cultural grant programs. Currently, one penny of Bed Tax generated approximately \$900,000 annually. The proposed action would generate approximately \$1,125,000 annually in Bed Tax funding which would be dedicated to cultural grant program(s). In the current fiscal year the City provided \$403,338 in general fund dollars to support the Cultural Grant Program administered by COCA. Leon County provided \$505,929 in Bed Tax funds to support the Cultural Grant Program. The proposed action would provide a ten to twenty percent increase in the total amount of funding available for cultural grants. However, it should be noted that there are statutory limitations on the uses of Bed Tax funds which could impact local arts and cultural organizations if Bed Tax becomes the sole source of funding for the Cultural Grant Program. The proposed action would not impact the FY 2014/15 Cultural Grant Program assuming the City Commission approves the proposed City budget which includes general fund revenue for the grant program.

Recommended Action

Approve Options 1 & 2 Options

1. Direct staff to prepare an agenda item for consideration to amend the June 2004 CRA Interlocal Agreement to address the following:

a. The CRA will maintain the balance of funds as of September 30, 2014 for the performing arts center(s) under the current terms and conditions, which includes recommendations being subject to final approval by the County and City. Please note that the funds may only be used for other projects as permitted by F.S. Section 125.0104. Projects that may be considered include, but are not limited to:

- i. The proposed Downtown Theatre Project on College Avenue.
- ii. Performing arts space as part of a convention center project.
- iii. Other performing arts projects as recommended by the CRA.

b. The City is provided five years to make improvements to support the Capital City Amphitheater for the purpose(s) requested by the County in an amount equal to the \$508,425 utilized for the demolition of the Johns Building. Any balance remaining at the end of this period will be reimbursed to the County's Tourist Development Trust Fund.

c. Formally acknowledge that effective September 30, 2014, the one cent TDT currently dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida Law and as described in Option 2.

2. Following amendment of the interlocal agreement, staff shall schedule appropriate public hearings to amend the Tourism Plan (Ordinance) to increase the allocation to a total of one cent of TDT to support both the City and County cultural grants and implementation of the Cultural Plan starting in FY 2015.

a. In addition, for five years, beginning in FY 2015, the County shall dedicate an additional ¼ cent of the one cent previously dedicated to a performing arts center to support the cultural grant program. Monies accrued from the ¼ cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. This will provide a total of 1.25 cents for allocation to COCA. During this five year term, the City and County will continue to commit general revenue funds in the amount of about \$150,000 each towards the operation of COCA. The exact amount can be determined during FY15 in conjunction with COCA staff. The City's proposed budget for FY15 has \$192,036 towards the operation of COCA.

Fiscal Impact

There is no direct fiscal impact at this time, but amending the 2004 interlocal agreement will have an impact on the oversight and use of (1) the existing \$4.1 million PAC Bed Tax balance; (2) the annual recurring one-cent tourist development tax dedicated to a performing arts center, and (3) the reimbursement of \$508,425 utilized for the demolition of the Johns Building.

Supplemental Material/Issue Analysis

History/Facts & Issues

On June 23, 2004, the City, the County, and the CRA, adopted the Interlocal Agreement (Attachment 1) which, among other things, established the Downtown District. Included as part of the interlocal agreement was the County's commitment to set aside one cent of TDT/Bed Tax funds dedicated exclusively for a performing arts center(s) within the CRA's Downtown District. The use of the bed tax funds was limited to the debt service, construction and/or operational costs of the performing arts center(s).

Per the interlocal agreement, as amended, Bed Tax funds are held by the County, but are provided to the CRA in support of the debt service, construction and/or operational costs of PAC activities. The use of the performing arts center bed tax funds for anything other than these uses requires an amendment to the interlocal agreement which must be approved by the City, County and CRA. The County's Tourist Development Tax Fund currently has an estimated \$4.1 million set aside for PAC-related expenses.

On April 8, 2014, County staff presented the Leon Board of County Commissioners with a TDT agenda item (Attachment 3) which offered options regarding the use of both accrued and future Bed Tax funds and the \$508,425 reimbursement of Bed Tax funds used by the City to demolish the Johns Building in preparation for the future PAC. A detailed discussion of these recommendations follows in this report and is also contained in the Leon County Statement of Issue in Attachment 4.

On April 24, 2014 the CRA Board discussed the recommendations contained in the April 8th County Agenda item and decided to have more discussions prior to making a decision regarding use of the funds. At that meeting, it was mentioned that the County Commissioners had dealt with these issues on several occasions; however, the City had not had the opportunity to have their own individual discussion.

On May 14 and May 28, 2014, the City Commission discussed the April 8th County Agenda Item and had some questions regarding future use of the full cents and other options for funding cultural programs. Since the May meeting, City and County staff met to discuss the recommendations for use of the TDT funds. The options contained in this agenda item reflect the staff's discussions.

This agenda item is presented to the City Commission for discussion and policy development. If the recommendations are approved by the City Commission, it will be necessary to amend the June 2004 interlocal agreement. All parties to the interlocal agreement (City, County and CRA) will have to approve the amendment(s). Based on the direction provided by the City Commission, City staff will draft the amendment language for consideration by the three parties.

County Staff Recommendations:

On April 8, 2014, County staff presented the Leon Board of County Commissioners with a TDT agenda item (Attachment 3) which offered options regarding the use of both accrued and future Bed Tax funds and the \$508,425 reimbursement of Bed Tax funds used to demolish the Johns Building in preparation for the future PAC. A detailed discussion of these recommendations is contained in the Leon County Statement of Issue in Attachment 4.

The County options are as follows:

1a. The CRA would maintain the \$4.1 million fund balance (plus what is collected through September 30, 2014) set aside for the performing arts center(s) under the current terms and conditions, which includes recommendations being subject to final approval by the County and City. Projects that may be considered include, but are not limited to:

- i. The proposed Downtown Theatre Project on College Avenue.*
- ii. Performing arts space as part of convention center project.*
- iii. Or, other performing arts projects as recommended by the CRA.*

1b. The City is provided three years to make improvements of the Capital City Amphitheater and/or Meridian Building for the purpose(s) requested by the County in an amount equal to the \$508,425 utilized for the demolition of the Johns Building; any balance not utilized during this period of time will be reimbursed to the County's Tourist Development Trust Fund.

1c. A formal acknowledgement that effective September 30, 2014, all future one cent TDT currently dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida Law.

2. Direct staff to schedule a Public Hearing to amend the Tourism Plan (Ordinance) to allocate a total of one cent of TDT to support cultural arts starting in FY 2015. (Note: This can only occur subsequent to the amendment to the Interlocal Agreement being approved.)

3. Upon approval of the sales tax extension, direct the County Administrator to negotiate a preliminary agreement, subject to Board of County Commission approval, with FSU and/or the appropriate parties for a half cent of the tourist development tax to be utilized for the operation and maintenance of the convention center based on the following (Note: This can only occur subsequent to the amendment to the Interlocal Agreement being approved.):

a. Begin dedicating the half cent of TDT for the convention center beginning in FY 2015.

Or

b. Utilize the half cent TDT for tourism-related expenses until such time the convention center is operational.

The County staff report indicated that "The suggestion presented herein seeks to strike a balance between desired

community projects and available resources by maintaining the existing fund balance for a performing arts center(s) and utilizing future TDT revenues for other community efforts. Under all of the same terms and conditions of the interlocal agreement, the CRA would continue to have the ability to utilize the \$4.1 fund balance (plus revenues received through September 30, 2014) for a variety of performing arts center needs in the downtown area. This approach would allow the County to increase cultural funding with TDT monies from \$504,500 to approximately \$900,000 annually starting in FY 2015. These additional funds would be used to support the implementation of community needs identified in the Cultural Plan including a capital grants program. Should the Board choose to support the operational and maintenance needs of the convention center, this option affords the desired flexibility to determine the appropriate timing of that financial support as the project details and timeline materialize.”

Following discussion of the agenda item, the County voted 4 to 3 to approve Options 1, 2 and 3.b. as presented in the agenda item and agreed that the issues should be discussed at the April 24th CRA meeting.

CRA Staff Considerations

CRA staff is generally supportive of a continuation of the direction contemplated by the 2004 interlocal agreement regarding use of the accrued PAC Bed Tax funds for performing arts center(s). Should the City, County and CRA Board determine that the accrued PAC Bed Tax funds shall remain with the CRA to be used for performing arts purposes, CRA staff recommends that a process and related review criteria be developed to ensure the accrued funds are utilized as directed. Staff awaits CRA Board direction following the City Commission discussion and the City/ County Commission workshop.

City Considerations

Based on City Commission discussions during the May 14th and May 28th Commission meeting and follow-on discussions between City and County staff, City has made minor adjustments to the original County options and recommends approval of Options 1 & 2 as presented below.

Options

1. Direct staff to prepare an agenda item for consideration to amend the June 2004 CRA Interlocal Agreement to address the following:

a. The CRA will maintain the balance of funds as of September 30, 2014 for the performing arts center(s) under the current terms and conditions, which includes recommendations being subject to final approval by the County and City. Please note that the funds may only be used for other projects as permitted by F.S. Section 125.0104. These projects will be reviewed and approved by the City, County and CRA Boards. Projects that may be considered include, but are not limited to:

- i. The proposed Downtown Theatre Project on College Avenue.
- ii. Performing arts space as part of convention center project.
- iii. Other performing arts projects as recommended by the CRA.

Pros: The CRA Board may be able to identify and fund one or more projects which fulfill the original intent of providing performing arts venues in the Downtown District or other City/County goals as permitted by State Statute.

Pros: CRA Board approved process and criteria will provide CRA staff with direction on how and where the funds can be used.

Cons: The \$4.1 million +/- will no longer be dedicated solely to the FCPAE Performing Arts Center project.

b. The City is provided five years to make improvements to support the Capital City Amphitheater for the purpose(s) requested by the County in an amount equal to the \$508,425 utilized for the demolition of the Johns Building. Any balance remaining at the end of this period will be reimbursed to the County's Tourist Development Trust Fund.

Pros: Dedicating these funds directly to support the Amphitheater will provide funding for important support facilities such as dressing rooms and storage for the Amphitheater.

Cons: Not applicable

c. Formally acknowledge that effective September 30, 2014, the one cent TDT currently dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida Law and as described in Option 2.

2. Following amendment of the interlocal agreement, the County shall amend the Tourism Plan (Ordinance) to increase the allocation to a total of one cent of TDT to support both the City and County cultural grants and implementation of the Cultural Plan starting in FY 2015.

a. In addition, for five years beginning in FY 2015, the County shall dedicate an additional $\frac{1}{4}$ cent of the one cent previously dedicated to a performing arts center to support cultural grant programs. Monies accrued from the $\frac{1}{4}$ cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. This will provide a total of 1.25 cents for allocation for cultural and arts grant programs to be administered by COCA. During this five year term, the City and County will continue to commit general revenue funds in the amount of about \$150,000 each towards the operation of COCA. The exact amount can be determined during FY15 in conjunction with COCA staff. The City's proposed budget for FY15 has \$192,036 towards the operation of COCA.

Pros: Provides funding source for implementation of the Cultural Plan.

Cons: The CRA Board no longer has any decision authority on the use of the one cent in Bed Tax funds collected for a performing arts center.

Attachments/References

1. CRA Interlocal Agreement, June 23, 2004
2. Amendment 1 to CRA Interlocal Agreement, October 4, 2007
3. April 8, 2014 Board of County Commissioners Agenda Item (w/o attachments)
4. Leon County Statement of Issue from April 8th Board of County Commissioners Agenda Item
5. Memo from Vincent S. Long, Leon County Administrator, dated April 18, 2014.

[Attach 1.pdf \(1,666 KB\)](#)

[Attach 2.pdf \(700 KB\)](#)

[Attach 3.pdf \(972 KB\)](#)

[Attach 4.pdf \(624 KB\)](#)

[Attach 5.pdf \(344 KB\)](#)

**Leon County
Board of County Commissioners**


Notes for Agenda Item #16

Leon County Board of County Commissioners

Cover Sheet for Agenda #16

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Requests for Letters of Support for the Health Resources and Services Administration New Access Point Grant

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Eryn D. Calabro, Financial Compliance Manager Rosemary F. Evans, Healthcare Services Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1. Accept staff's report on requests for letters of support for Health Resources and Services Administration's New Access Point Grant and take no further action.

Report and Discussion

Background:

At the September 23, 2014 meeting, the Board asked for staff to bring back an agenda item regarding letters of support requested at the meeting by Bernard Goodman, CEO of Bond Community Health Center (Bond), and Joel Montgomery, CEO of North Florida Medical Centers (NFMC). At the meeting, the County Administrator announced Neighborhood Medical Center (NMC) was also applying for the same grant opportunity and may be asking for a letter of support. These letters of support were requested for New Access Point (NAP) funding through the Health Resources and Services Administration (HRSA).

NAP is a competitive funding opportunity for operational support for new primary care service delivery site(s) under the Health Center Program. The Health Center Program provides grant support to non-profit or public organizations that serve designated medically underserved areas/populations or special populations comprised of migratory and seasonal agricultural workers, homeless individuals and families, or residents of public housing.

Analysis:

On July 8, 2014, a grant opportunity to receive New Access Point funding posted to HRSA's website. The initial application closed August 20, 2014, with supplemental documentation required to be uploaded to HRSA's Electronic Handbook (EHB) by October 7, 2014.

The applicant agencies had the opportunity to request letters of support from any organizations they so desired and submit them by the posted deadline. These letters were due by October 7, 2014, and were required to be uploaded to HRSA's EHB by the applicant agency. Per HRSA, the application process does not allow for additional documents to be submitted after posted deadlines. HRSA's document "FY 2015 New Access Point FAQs" states, "Letters of support must be included with the application as Attachment 10 or they will not be considered by objective reviewers." (Attachment #1)

Per the NAP Grant Application Technical Assistance materials, posted to HRSA's website on July 17, 2014, the Project Narrative/Review Criteria is as follows:

- Need (30 points)
- Response (20 points)
- Collaboration (10 points)
- Evaluative Measures (5 points)
- Resources/Capabilities (15 points)
- Governance (10 points)
- Support Requested (10 points)
-

The Collaboration portion of the application, worth 10 points, requires that the narrative and attachments demonstrate collaboration between providers within the service area. It specifies that letters of support not submitted with the application will not be reviewed. According to the Funding Opportunity Announcement (FOA), letters of support are required from certain entities, such as existing health centers, critical access hospitals, programs serving the same target population, and other federally supported grantees (e.g. - Ryan White programs, Title V Maternal and Child Health programs) (Attachment #2, page 30). A letter of support from a local government is not specifically required; rather letters of support are encouraged from all groups with which the applicant formally or informally partners.

Should the Board wish to draft letters of support for one or more of the applicant agencies, it should be noted that the October 7, 2014 deadline has passed. Additionally, per HRSA's letter to the County Administrator dated December 20, 2013, "*As outlined in all Health Resources and Services Administration (HRSA) funding opportunity announcements, HRSA cannot add items to, not remove items from, a final submitted application*" (Attachment #3).

Staff recommends that the Board take no further action at this time as the October 7, 2014 deadline has passed.

Options:

1. Accept staff's report on requests for letters of support for HRSA's New Access Point Grant and take no further action.
2. Direct the County Administrator to send letters of support HRSA on behalf of Bond, Neighborhood Medical Center and North Florida Medical Center.
3. Do not direct the County Administrator to send letters of support HRSA on behalf of Bond, Neighborhood Medical Center and North Florida Medical Center.
4. Board direction.

Recommendation:

Option #1.

Attachments:

1. FY 2015 New Access Point FAQs
2. Funding Opportunity Announcement for the Affordable Care Act New Access Point Grant
3. December 2013 Letter from HRSA to Leon County

FY 2015 New Access Point (NAP) Funding Opportunity Announcement (FOA) Frequently Asked Questions (FAQs)

HRSA-15-016

Below are common questions and corresponding answers for the Fiscal Year (FY) 2015 NAP funding opportunity. New FAQs will be added as necessary, so please check the NAP Technical Assistance page located at <http://www.hrsa.gov/grants/apply/assistance/nap> for updates. The FAQs are organized under the following topics:

General Information	1
Eligibility (NEW questions added 9/18/2014)	2
Program Requirements and Expectations.....	6
Application Development	8
Budget Preparation	9
Forms (NEW questions added 9/18/2014)	11
Form 9: Need for Assistance Worksheet (NEW questions added 9/18/2014)	14
Performance Measures (NEW questions added 9/18/2014)	17
Attachments (NEW questions added 9/18/2014)	20
One-Time Funding for Alteration/Renovation.....	22
Application Submission.....	24
Award Information.....	25
Funding Priorities (NEW question added 9/22/2014).....	26
Application Review and Selection Process.....	28
Technical Assistance and Contact Information	29

General Information

1. What is the purpose of the New Access Point (NAP) funding opportunity?

The purpose of this grant program is to support new primary health care service delivery sites that address the health needs of the Nation's underserved communities and vulnerable populations. Funding provides operational support for NAP service delivery sites.

2. What is a new access point?

A new access point is a new service delivery site for the provision of comprehensive primary and preventive medical health care services. New access points will increase access to comprehensive, culturally competent, quality primary health care services and improve the health status of medically underserved and vulnerable populations. See pages 2-5 in the funding opportunity announcement (FOA) for a detailed discussion of program expectations.

3. How much funding is available to support NAP grants in FY 2015?

HRSA anticipates that approximately \$100 million will be available to support an estimated 150 NAP grant awards in FY 2015. Pending the final Health Center Program appropriation funding level, HRSA may adjust the amount of funding and number of awards available under this funding opportunity announcement. In addition, all approvable but unfunded

applications from the FY 2015 award cycle will remain eligible for potential funding for up to 1 year.

4. Can my organization request funding for more than one new access point site?

Yes. You may request Federal support to establish a single new access point site or multiple sites in a single NAP application as long as one proposed new access point site is a full-time, permanent site. An organization cannot request more than \$650,000 in Federal funding regardless of the number of new access point sites proposed.

5. Can my organization request funding for more than one type of health center?

The term “health center” refers to four types of health centers (also called sub-programs) supported under section 330 of the PHS Act, as amended:

- Community Health Center (CHC – section 330(e))
- Migrant Health Center (MHC – section 330(g))
- Health Care for the Homeless (HCH – section 330(h))
- Public Housing Primary Care (PHPC – section 330(i))

You may request funding to support one or multiple types of health centers (i.e., CHC, MHC, HCH, PHPC) within a single application based on the population(s) to be served. For example, if you propose to serve both the general community and migratory and seasonal agricultural workers, you can submit a NAP application requesting both CHC and MHC funding. You are expected to demonstrate compliance with the specific requirements of each health center type for which funding is requested. See pages 3-4 of the FOA.

6. What are special populations?

“Special populations” refers to three population groups and the legislatively-mandated health center types that serve them:

- Migratory and seasonal agricultural workers – Migrant Health Center (MHC)
- Individuals and families experiencing homelessness – Health Care for the Homeless (HCH)
- Individuals living in public housing – Public Housing Primary Care (PHPC)

Eligibility (NEW questions added 9/18/2014)

7. Who can apply for NAP funding?

Organizations eligible to compete for NAP funds include public or nonprofit private entities, including tribal, faith-based, and community-based organizations. (See the detailed list of eligibility requirements in Section III of the FOA on pages 6-7.) Applications may be submitted by organizations that do not receive operational grant support under section 330 (new start applicants) or organizations currently receiving funding under section 330 (satellite applicants).

8. What is a new start applicant?

A new start applicant is an organization that is not currently a direct recipient of operational grant support under the Health Center Program, including look-alikes. It is important that

new start applicants correctly identify their application type as “New” for Item 2 on the Application for Federal Assistance SF-424 in Grants.gov.

9. What is a satellite applicant?

A satellite applicant is an organization that currently receives operational funding under the Health Center Program. It is important that satellite applicants correctly identify their application type for Item 2 on the Application for Federal Assistance SF-424 in Grants.gov. Satellite applicants should select “Revision” on SF-424, and then choose “Other” and type “Supplement” and the H80 grant number. **Organizations that received initial Health Center Program funding in FY 2013 or 2014 are eligible to apply for New Access Point funding only if at least one site has been verified operational by the application submission date.**

10. Are there new eligibility criteria compared to the FY 2013 NAP FOA?

The following eligibility criteria have been clarified. Changes include:

- Clarification that an applicant may not apply on behalf of another organization.
- Clarification of the requirement that the proposed new access point project (across all proposed sites) must:
 - Provide comprehensive primary medical care as its main purpose
 - Provide services without regard to ability to pay either directly onsite or through established arrangements
 - Ensure access to services for all individuals in the targeted service area or population

Clarification that organizations that received Health Center Program funding for the first time in FY 2013 or FY 2014 are eligible to apply for NAP funding only if at least one site has been verified operational by the application submission date.

11. What is a Medically Underserved Area (MUA) or a Medically Underserved Population (MUP)?

A Medically Underserved Area (MUA) is a federally-designated geographic area in which residents have a shortage of personal health services. A Medically Underserved Population (MUP) is a federally-designated group of persons who face economic, cultural, or linguistic barriers to health care. For more information on the designation process, refer to <http://www.hrsa.gov/shortage> and/or contact your State Primary Care Office (listing available at <http://bhpr.hrsa.gov/shortage/hpsas/primarycareoffices.html>).

12. How do MUA and MUP designations affect my eligibility for NAP?

If requesting section 330(e) funding for CHC, you must provide MUA or MUP designation information. If requesting funding only under section 330(g), 330(h), and/or 330(i) for MHC, HCH, and/or PHPC respectively, you are not required to have MUA/MUP designation for the proposed service area and/or target population.

Satellite applicants may list MUAs or MUPs currently served or indicate a different MUA or MUP designation for the proposed service area. New start NAP applicants requesting section 330(e) funding for CHC must propose to serve a defined geographic area that is officially designated, in whole or in part, as an MUA or MUP. Provide the MUA and/or MUP numbers that best describe the proposed service area.

To determine if the area is designated an MUA or an MUP, search on Find Shortage Areas at <http://muafind.hrsa.gov/>. If the area is not currently an MUA or MUP, provide documentation that a request for designation has been submitted. MUA/MUP designation must be received prior to a final HRSA FY 2015 NAP funding decision. For more information on designation process, refer to <http://www.hrsa.gov/shortage/> and/or contact your State Primary Care Office (listing available at <http://bhpr.hrsa.gov/shortage/hpsas/primarycareoffices.html>).

13. **NEW: The HRSA Shortage Designation webpage indicates that online processing of shortage designation applications will resume in December 2014. How do I provide documentation to meet this eligibility requirement that a request for MUAMUP designation has been submitted?**

HRSA is implementing a new Shortage Designation Management System (SDMS), which will begin accepting new designation applications on September 29, 2014. Pending designation applications will be processed after December 14, 2014, prior to FY 2015 NAP funding decisions. In your NAP application, indicate that the MUA or MUP designation request is pending. Contact your State Primary Care Office to assist with this request (listing available at <http://bhpr.hrsa.gov/shortage/hpsas/primarycareoffices.html>).

14. **Does the new access point have to be located in an MUA to be eligible for NAP funding?**

Although the NAP site does not have to be located in an MUA, if requesting section 330(e) funding for CHC funding, you must demonstrate that the new access point will serve individuals that reside in a MUA or are a part of a MUP.

15. **My organization is applying for Migrant Health Center funding. Can we propose a seasonal site?**

Yes. The **only** exception to the requirement that a NAP application must propose to operate at least one permanent site 40 hours or more per week is for proposed NAP projects requesting **only** section 330(g) funding for MHC, which may propose a full-time (40 hours or more per week), seasonal service delivery site. All applicants may request a seasonal site in conjunction with a permanent site.

16. **Does an organization have to be currently providing health services to be eligible to apply for NAP funding?**

No; however, you must present a plan demonstrating that **all** proposed sites in the NAP application will be operational and fully compliant with the Health Center Program requirements within 120 days of Notice of Award.

17. **Are organizations located outside of the United States eligible to apply for NAP funding?**

Eligible organizations must be located in the United States or its territories, or be part of a Compact of Free Association (i.e., Federated States of Micronesia, Republic of the Marshall Islands, and Republic of Palau).

18. **Can I apply for NAP funding to operate only a mental health clinic?**

No. To be eligible, you must propose to establish at least one full-time, permanent new access point for the provision of comprehensive primary health care services as its main purpose. You may **not** propose only one new access point to provide only a single service,

such as dental, behavioral health, or prenatal services, or to address only a particular disease such as diabetes or HIV/AIDS.

19. Can I use NAP funding to provide access to services that address specific local health issues, such as respiratory ailments of coal miners as part of a Black Lung program?

An application may **not** propose only one new access point to provide a single service or to address only a particular disease. However, such services can be included in your comprehensive NAP project since many of the services typically delivered as part of a Black Lung program are required services, per Form 5A (e.g., outreach, primary care (including screening, diagnosis, and treatment), and patient education and counseling).

20. Can New Access Point funding be used to operate a school-based health center?

You may propose to establish a school-based health center for the delivery of primary care services as long as it (a) is a permanent, full time site, or is proposed in addition to a permanent, full time site presented in the application, **AND** (b) provides (directly or by referral) all required primary and preventive health care services to students of the school as well as the general underserved population in the service area without regard for ability to pay. School-based health centers must demonstrate how members of the general community and students will have access to all required primary health care services, not only during school hours, but also when the school-based site is not accessible. This can be accomplished through services at the school, at other sites operated by the organization, or through other providers. All services must be available on a sliding fee scale.

21. Can New Access Point funding be used to operate a mobile van?

You may propose a mobile medical van as a new access point only if a permanent, full-time site is also proposed in the NAP application. A mobile van must be affiliated with a permanent or seasonal service site (at a fixed building location) and fully equipped and staffed by health center clinicians providing direct primary care services. Proposals to expand the operation of an existing mobile van within the current scope of project (e.g., add new providers or services, expand hours of operation at current locations) are **NOT** eligible for consideration.

22. As an existing Health Center Program grantee, may I propose to use NAP funding to consolidate two of my existing sites into a larger, centrally located new site?

No. NAP funding may not support the relocation of current Health Center Program grantee sites.

23. I recently submitted a Change in Scope request in EHB to operate a service site at 123 Main Street. May I propose to expand this site with NAP funding?

No. You cannot propose to support a site that is included in an active Change in Scope request at the time of application. Further, you cannot propose support for a site already in any Health Center Program grantee's approved scope of project.

- 24. NEW: We would like to include additional hours and services at one of our existing grantee sites to serve our proposed NAP population. Is that expense acceptable for this NAP application?**

No, the NAP application cannot propose the expansion of capacity (e.g., additional providers, additional patients, new services, new populations) at any site already in any Health Center Program grantee's approved scope of project. Although new patients from the NAP site may be referred to existing sites for particular services, NAP grant funds cannot be used to support staff at other sites if they are not the proposed NAP sites.

- 25. If a health center received a BPHC Capital Development grant, can we apply for NAP funding for this site?**

No. Sites that were funded for construction and/or alteration/renovation projects under previous capital funding opportunities are included in the health center's scope of project and, therefore, are **not** eligible for NAP funding.

- 26. How do we determine if our NAP site is located in another health center's scope of project?**

Health center scope of project relates to sites currently supported by an existing Health Center Program grant. Under the FY 2015 NAP, you cannot propose a site that is already a Health Center Program funded health center (a physical site address already being operated by a current grantee or one of its sub-recipients/contractors). Tools are available to assist you in determining the location of current Health Center Program grantee sites, including the UDS Mapper (<http://www.udsmapper.org>) and Find a Health Center (<http://findahealthcenter.hrsa.gov>).

- 27. Can I propose to serve zip codes in an existing grantee's service area?**

Yes, as long as you can demonstrate unmet need in the proposed zip codes.

- 28. What is a co-applicant? Can a non-profit organization apply with a co-applicant?**

Only public entities can apply with a co-applicant. When a public agency's board cannot independently meet all applicable health center governance requirements, the public agency may establish a separate co-applicant governing board that meets the Health Center Program governance requirements. Refer to the Health Center Program Governance policy available at <http://www.bphc.hrsa.gov/policiesregulations/policies/pin201401.html>.

Program Requirements and Expectations

- 29. What are the program requirements for New Access Points under the Health Center Program?**

Health Center Program requirements are established by section 330 of the PHS Act, as amended, and applicable regulations. See Appendix F in the FOA for a summary of the Health Center Program requirements and visit <http://bphc.hrsa.gov/about/requirements/>.

30. Does the applicant organization have to be compliant with the program requirements at the time of application?

NAP applicants are expected to demonstrate compliance with the requirements of section 330 of the PHS Act and applicable regulations at the time of application, or provide a detailed plan demonstrating the steps that will be taken to become fully compliant within 120 days of grant award.

31. What is the difference between readiness and full operational capacity?

Applicants must demonstrate readiness to initiate services, meaning that within 120 days of grant award, all sites proposed in the NAP application must be operational and providing services for the proposed population. It is expected that full operational capacity as outlined in the NAP application will be achieved by December 31, 2016. Full operational capacity is assessed by progress toward the projected provider and patient numbers when providing all of the services in the manner proposed in the application. Applicants will be held accountable for meeting the unduplicated patient projection by December 31, 2016.

32. Can we use our mobile van in lieu of an operational site to satisfy the requirement to provide services within 120 days of award?

No. All proposed NAP sites must be operational within 120 days of the Notice of Award. You should carefully consider your ability to ensure that all proposed sites will meet this requirement when developing your proposal.

33. What is the Implementation Plan?

The Implementation Plan outlines the your plans for having all proposed sites open, operational, and compliant with all 19 Health Center Program requirements within 120 days of the Notice of Award (NoA). You can choose from the list of focus areas in Appendix C of the FOA and/or include other focus areas and goals as appropriate. For example, if you have a governing board of seven people at the time of application, you would detail the steps it will take to add additional board members to meet the minimum requirement of 9 members within the required 120 days. An Implementation Plan template is available at <http://www.hrsa.gov/grants/apply/assistance/nap>.

34. Our health center is currently operational and compliant with all the program requirements. What do we include in the Implementation Plan?

Demonstrate your compliance with the program requirements, both in the project narrative and in the Implementation Plan. Specifically describe compliance at all proposed sites and highlight changes in access to care that will occur, planned service expansion and outreach, new collaborations/partnerships, and any other changes that would come as a result of the award. You have the option of setting your own goals in the Implementation Plan.

35. Does a tribal organization have to meet all of the program requirements?

No. Applicants that are Indian tribes or tribal or Indian organizations under the Indian Self-Determination Act or urban Indian organizations under the Indian Health Care Improvement Act (25 U.S.C. 1651) are not required to meet the governance requirements of the Health Center Program. However, tribal entities must meet all of the other statutory and regulatory requirements.

36. What organizations are eligible for a waiver of the board composition governance requirement?

Applicants requesting funding for special populations only (i.e., MHC, HCH, and/or PHPC) that do not currently receive or are not requesting CHC funding under section 330(e) are eligible for a waiver of the governance requirement that board composition has a 51 percent consumer/patient majority. If funded, grantees may request this waiver post-award. An approved waiver does not relieve the organization's governing board from fulfilling all other statutory and regulatory board responsibilities and requirements. For detailed information regarding Health Center Program governance requirements, see Policy Information Notice 2014-01 at <http://bphc.hrsa.gov/policiesregulations/policies/pin201401.html>.

Application Development

37. Where can I access the New Access Point funding opportunity announcement (FOA) and application package?

The New Access Point FOA and application package are available at <http://www.grants.gov>. Follow the instructions below:

- Go to <http://www.grants.gov>.
- Under Search Grants, enter HRSA-15-016 in the Keyword or Funding Opportunity Number field and click SEARCH or GO.
- Click the Funding Opportunity Number link (HRSA-15-016).
- Click the Application Package tab (to the right of the Synopsis and Full Announcement tabs).
- Under Instructions and Application, click the Download link.
- Click the Download Application Instructions link for the FOA.
- Click the Download Application Package link for the Grants.gov application.

38. What technical assistance is available as I develop my application?

HRSA will hold a pre-application conference call and webcast shortly following the release of the FOA. The call will provide an overview of the FOA and offer an opportunity to ask questions. Visit the NAP TA website at <http://www.hrsa.gov/grants/apply/assistance/nap> for call details. The webcast will be posted on the NAP TA website approximately one week after the call is completed. Additional webcasts, technical assistance resources, and contact information will also be posted on the NAP TA website.

Throughout the application development and preparation process, you are encouraged to discuss your NAP project with appropriate Primary Care Association (PCA), Primary Care Office (PCO), and/or National Cooperative Agreements (NCAs). For a listing of PCAs, PCOs, and NCAs, refer to <http://www.bphc.hrsa.gov/technicalassistance/partnerlinks/index.html>.

39. Can more than one application be submitted by an organization?

No. An organization can submit only one application.

40. Is there a page limit for the NAP application?

Yes. There is a 200-page limit on the length of the total application when printed by HRSA. Refer to Tables 2-5 of the FOA for more information on what is counted in the page limit. It is critical that the page limit is strictly followed. Applications exceeding the page limit are automatically rejected and will not be reviewed.

41. Does HRSA have guidelines (e.g., font type, font size) for the Project Narrative of the application?

Yes. Narrative documents should be single-spaced in 12-point, easily readable font (e.g., Times New Roman, Ariel, Courier) with 1-inch margins. Smaller font (no less than 10-point) may be used for tables, charts, and footnotes. For more information, reference the *HRSA Electronic Submission User Guide* available at <http://www.hrsa.gov/grants/apply/userguide.pdf>.

42. How does the Project Narrative differ from the Review Criteria?

The Project Narrative details the information you must include to provide a complete picture of the new access point proposed for this funding opportunity. The Review Criteria is the tool grant reviewers on the Objective Review Committee (ORC) will use to evaluate the information presented. You should review both the Project Narrative and Review Criteria when developing your application.

43. Why do the Project Narrative and Review Criteria repeatedly refer me to other sections of the application (e.g., appendices, attachments, forms)?

The Project Narrative and Review Criteria were written to guide applicants and reviewers to the relevant sections of the application where information should be presented. Both applicants and reviewers are expected to check the cross-referenced documents to ensure the application is providing complete and consistent information.

44. Where do I submit the Public Health System Impact Statement (PHSIS) mentioned on page 38 of the FOA?

The PHSIS is submitted to the state or local health agencies in the areas to be impacted by the proposed project. For applicants in states that have a Single Point of Contact (SPOC), contact the SPOC to alert them that you will be submitting an application and ask where to submit the PHSIS, if you do not already know. For applicants in states that do not have a SPOC, you may contact your Primary Care Office (PCO) for guidance. See http://www.whitehouse.gov/omb/grants_spoc for the list of SPOCs and <http://bhpr.hrsa.gov/shortage/hpsas/primarycareoffices.html> for the list of PCOs.

Budget Preparation

45. How much Federal funding can I request?

HRSA has established an annual cap of \$650,000 for section 330 support of new access points regardless of the number and/or type of new access point sites proposed. As part of the \$650,000, you may request up to \$150,000 in Year 1 only for one-time minor capital costs for equipment and/or alterations/renovations.

46. Are there activities that are ineligible for NAP funding?

Yes. NAP funding may not be used for construction of facilities, fundraising, grant writing, or lobbying efforts. See section IV.5. in the NAP FOA for further information.

47. Do I submit one budget for all requested NAP funds?

No. An individual budget should be prepared for each 12-month period of the 2-year project period – one each for Year 1 and Year 2.

48. Is a budget justification the same thing as a budget narrative?

Yes, for the purpose of NAP FOA, they are the same.

49. What should be included in the budget justification?

A detailed budget justification in line-item format must be completed for each 12-month period of the 2-year project period. The budget justification must break down the federal section 330 request and non-federal (non-section 330) funding and detail the costs of each line item within each object class category. The budget justification must clearly describe each cost element and explain how each cost contributes to meeting the project's goals. It should explain how each line-item expense is derived (e.g., number of visits, cost per unit). A sample budget justification is available at <http://www.hrsa.gov/grants/apply/assistance/nap>.

50. What is the Non-Federal share in the NAP application budget?

While cost sharing or matching is not a requirement for NAP funding, the NAP application requires the submission of a total project budget that shows all funding required for project implementation. The non-federal share refers to non-section 330 funding and includes Program Income (fees, premiums, third party reimbursements, and payments for services) and Other Income (State, Local, or other Federal grants or contracts; local or private support that is not generated from charges for services delivered).

51. What should I do if the budget figures change between the Grants.gov submission and the EHB submission?

Budget information submitted in Grants.gov may be updated in EHB.

52. How do I show my Year 2 funding request on the SF-424A?

Section E of the SF-424A (Federal Funds Needed for Balance of the Project) is used to request funding for Year 2 of the NAP project period. In Section E, enter the Federal funds requested for Year 2 only in the "First" column under Future Funding Periods (Years) for each proposed sub-program. Even though the column is labeled "First", it indicates Year 2 of the NAP project. The Second, Third, and Fourth columns must be \$0, since these correspond to future funding years beyond the scope of the NAP project. See section 2 of the **FY 2015 NAP User Guide for Grant Applicants** posted at <http://www.hrsa.gov/grants/apply/assistance/nap/>.

53. If the sub-program is incorrect on the SF-424A: Budget Information form, how can I change it?

In the Budget Information form, click on Change Sub-Program, then select the applicable sub-program(s). Once the selection is made, the correct sub-program(s) (i.e., Community

Health Center, Migrant Health Center, Health Care for the Homeless, and/or Public Housing Primary Care) will appear in the Budget forms and Form 1A.

54. Does NAP include funding for alteration/renovation or construction?

You may request one-time funding of up to \$150,000 in Year 1 only to support minor alteration and renovation. Section 330 funds may not be used for construction of a facility or for major alteration and renovation.

55. Are equipment purchases allowable?

You may request one-time funding of up to \$150,000 in Year 1 only for the purchase of equipment and/or alteration/renovation.

56. Can I purchase/enhance an EHR with NAP funding?

Electronic health record (EHR) systems are an allowable cost, as are site licenses and associated hardware. EHR costs fall under the one-time funding request of up to \$150,000 in Year 1 only for the purchase of equipment, except for EHR licenses, which may be budgeted in the Other object class category.

57. Does the salary limitation enacted in 2014 apply to FY 2015 NAP awards?

The Consolidated Appropriations Act, 2014 (P.L. 113-76) enacted on January 17, 2014, limits use of HHS funds awarded relative to salary amounts as follows: "SEC. 203. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II." The Executive Level II salary is currently \$181,500. Because the FY 2015 NAP awards are supported by the Affordable Care Act, this salary limitation does not apply. However, future year's funding may be subject to the salary limitation or other restrictions based on appropriations' provisions.

58. Does HRSA require applicant organizations to have an indirect cost rate?

No. If you do not have an indirect cost rate agreement, costs that would fall into such a rate (e.g., the cost of operating and maintaining facilities, administrative salaries) may be charged as direct line item costs. If you wish to apply for an indirect cost rate agreement, more information is available at <https://rates.psc.gov/>.

59. If we have an indirect cost rate, what needs to be included in the application?

The current Federal indirect cost rate agreement must be provided in Attachment 15: Other Relevant Documents.

Forms (NEW question added 9/18/2014)

60. How should I complete the Type of Application field on the SF-424?

- **New Start:** An organization that does not currently receive Health Center Program section 330 operational grant funding. Select "New" on Application Form SF-424.
- **Satellite:** An organization that currently receives Health Center Program section 330 operational grant funding. Select "Revision" on Application Form SF-424, then choose "Other" and type "Supplement" and the H80 grant number.

61. What dates should be listed in Item 17 of the SF-424 for the Proposed Project Start Date and Proposed Project End Date?

Enter May 1, 2015 for the Proposed Project Start Date. Enter April 30, 2017 for the Project End Date.

62. How do I change the SF-424 information submitted in Grants.gov?

The SF-424 components are transferred into EHB under the Basic Information, Budget Information, and Other Information sections. You can update this information in EHB as desired. See sections 1 and 2 of the **FY 2015 NAP User Guide for Grant Applicants** posted at <http://www.hrsa.gov/grants/apply/assistance/nap/>.

63. Can I change the abstract after the Grants.gov submission?

To make changes to the abstract in EHB, go to the SF-424 Part 2 under the Basic Information section. The project abstract is attached in this form, under Project Description. You can view the original abstract submitted via Grants.gov, delete it, and replace it by uploading a revised abstract.

64. How do I change the population types on Form 1A – General Information Worksheet?

The system automatically populates the Population Types from the budget information. If you need to change the “Population Type” information, refer to sections **4.1 and 2.1** in the **FY 2015 NAP User Guide for Grant Applicants** posted at <http://www.hrsa.gov/grants/apply/assistance/nap/>.

65. On Form 1A, what is meant by “general community”?

On Form 1A, “general community” refers to anyone you anticipate serving who does not fall into one of the special population categories listed (homeless individuals, migratory and seasonal agricultural workers, and/or public housing residents).

66. Should all staff be included on the Form 2 – Staffing Profile?

Only list the proposed new access point staff on Form 2, including staff whose salaries are paid through an indirect cost rate. Contracted providers should not be included on Form 2. Such providers (current/proposed) should be included in Attachment 7: Summary of Contracts and Agreements. See Appendix A in the FOA for Form 2 instructions.

67. In Form 3 – Income Analysis, what kind of visits, charges, and projected income do we include?

Form 3 should include all billable visits, including medical, dental, mental health, substance abuse, and vision service visits. Do not include visits for laboratory, imaging, or pharmacy services. See detailed instructions in Appendix A of the FOA.

68. Where do I find data to complete Form 4 – Community Characteristics?

You can find population, economic, and geographic information at <http://www.census.gov/>. Click the Data tab for state and county Quick Facts or the American FactFinder that provides a searchable database of U.S. Census information.

69. Do the data for percent uninsured and percent population below 200% FPL need to match in Forms 4 and 9?

Due to variances in data sources, it is acceptable if the data on Form 9 and Form 4 do not match. Explain as appropriate in the Need section of the project narrative.

70. NEW: As a current grantee, how do I complete form 5A: Services Provided if we are referring NAP patients to one of our existing sites for a particular service?

Form 5A should be completed to reflect the method by which the service will be delivered. If the service will be provided directly by the grantee, even if the service is located at a different site in the health center's scope of project, then it should be indicated in column I on Form 5A. The program narrative should explain if the service is not delivered at the proposed NAP site(s).

71. The Grants.gov Project Performance Site Location(s) Form and Form 5B seem to be asking for the same information. Does the same information have to be provided in both places?

Proposed NAP sites must be listed on both Form 5B and the Project Performance Site Location(s) Form. However, only information on Form 5B will be used to determine the scope of project for the NAP.

72. What should be entered on Form 5B for the Medicaid Billing Number and the Medicare Billing Number?

Each service site should have its own Medicaid and Medicare numbers. If the site is not operational yet and you do not have a Medicaid or Medicare billing number, you may enter 00000.

73. If we are providing Service Area Zip codes, should we also provide Service Area Census Tracts?

The service area for the scope of project will be based on the zip codes listed on Form 5B. At a minimum, zip codes for each proposed site must be entered. However, we encourage you to provide complete details on your service area, including census tracts.

74. How many board members should be listed on Form 6A – Current Board Member Characteristics?

Include no less than 9 and no more than 25 board members on this form. These numbers are determined by Health Center Program regulations. If the organization currently has less than 9 board members, input TBD and include steps for ensuring that the minimum number of board members is achieved within 120 days of grant award in the Implementation Plan.

75. On Form 6A, how do we complete the gender, ethnicity, and race sections?

Enter the gender, ethnicity, and race numbers only for each board member that is a patient of the health center. See the instructions for Form 6A in Appendix A of the FOA for the definition of a patient board member.

76. On Form 8 – Health Center Agreements, what qualifies as a substantial portion of the proposed project?

You must attach in Form 8 any contracts or memoranda of agreement/understanding for a substantial portion of the proposed project as well as any agreements that impact the governing board. This includes, but is not limited to, contracts for Chief Medical Officer, Chief Executive Officer, or Chief Financial Officer. It also would include any contract with an organization to provide a wide range of services on behalf of the health center to its patients (including any subrecipient/subaward arrangement).

Agreements that do not rise to the threshold of “substantial portion” should be summarized in Attachment 7, kept onsite, and should a NAP grant be awarded, provided to HRSA for review upon request.

77. Why do I have to certify the Summary Page Form?

Use this form to verify key application data utilized by HRSA when reviewing the NAP applications. In addition to ensuring accurate information, the summary page requires you to verify your commitments to achieving the goals proposed in the application. Specifically, applicants that are funded will be held accountable for reaching the total unduplicated patient service projection made on Form 1A by December 31, 2016. For current grantees, these projections will be added to your current Health Center Program patient goals. You also must verify that all NAP sites proposed on Form 5B will be operational within 120 days of award.

Form 9: Need for Assistance Worksheet (NEW questions added 9/18/2014)

78. Why does HRSA require applicants to complete the Need for Assistance worksheet?

The Need for Assistance (NFA) worksheet provides a quantitative description of the need for services for the target population in a service area using objective and evidence-based indicators. Due to the high competition for funding, the NFA worksheet helps HRSA determine which applications demonstrate the greatest need. A portion of the application’s final score (a maximum of 20 points) is based on the indicator and barrier data provided.

79. We plan to apply for NAP funding for more than one site. Do we need to submit a separate NFA Worksheet for each site?

No. If you propose multiple sites, the NFA Worksheet responses should represent the total combined population for all sites. **Only one response may be submitted for each health indicator.** Data values for different sites and/or populations should be combined into one aggregate response.

80. Is there any technical assistance for completing Form 9: NFA Worksheet?

The Data Resource Guide posted at the NAP TA webpage (<http://www.hrsa.gov/grants/apply/assistance/nap/>) provides data sources, data parameters, extrapolation instructions, and other resources for completing the NFA. You should use the Data Resource Guide for step-by-step instructions for accessing and extrapolating data for each health indicator on the NFA worksheet. Also posted on the

NAP TA webpage are sample extrapolation spreadsheets to use as a tool for data extrapolation.

81. Have changes been made to the Data Resource Guide since 2013?

Yes, instructions for the Core Barriers and several health indicators were updated based on changes to the online data sources available.

82. Can we use data sources that are not listed in the Data Resource Guide to complete the NFA Worksheet? If we use other sources, how does it affect our application?

Alternate data sources are permitted if they meet the conditions listed on pages 4-5 of the Data Resource Guide. In the NFA worksheet, you must explain the data source and methodology used. On the summary page form, you are required to certify that the information provided in the application is complete and accurate, including the NFA data sources and calculations. All the information in the application is considered in the review process.

83. How many Core Barriers and Health Indicators must a health center complete?

A complete NFA Worksheet includes:

- Section 1: data for three of the four Core Barriers
- Section 2: data for one Core Health Indicator in each category: Diabetes, Cardiovascular Health, Cancer, Prenatal and Perinatal Health, Child Health, and Behavioral Health
- Section 3: data for two of the 13 Other Health and Access Indicators

84. When completing the NFA Worksheet, should we provide responses based on data for our target population or the proposed service area?

All responses – with the exception of those for Core Barriers B, C, and D – should be based on data for the target population within the proposed service area to the extent appropriate and possible. You should report data for the NFA Worksheet indicators based on the population groups specified in the Data Reporting Guidelines Table found in the Form 9 instructions in Appendix A on page 65 of the FOA.

85. What if data are not available for my target population and/or service area?

In cases where data are not available for the specific service area or target population, you may use extrapolation techniques to make valid estimates using data available for related areas and population groups. The Data Resource Guide at <http://www.hrsa.gov/grants/apply/assistance/nap/> provides additional information on the use of extrapolation. Where data are not directly available and extrapolation is not feasible, use the best available data for the service area or target population and explain the data provided.

86. What is extrapolation?

For the purposes of the NFA, extrapolation is the process of using data that describes one population to estimate data for a comparable population, based on one or more common differentiating demographic characteristics. For information on using and documenting acceptable extrapolation techniques, refer to the Data Resource Guide and the Sample Extrapolation Spreadsheets posted at <http://www.hrsa.gov/grants/apply/assistance/nap/>.

87. How is the NFA Worksheet calculated and how is this score incorporated into the overall score for the application?

The NFA Worksheet will be scored out of a total possible 100 points. See pages 67-72 in the FOA for point distributions. The NFA Worksheet score will be converted to a 20-point scale using the Conversion Table on page 72 of the FOA. The NFA will account for 20 of the 30 total points for the Need section of the Project Narrative.

88. For Core Barrier A: Population to One FTE Primary Care Physician, the FOA states that applicants can use the target population to report the ratio; however, the Data Resource Guide says this data cannot be extrapolated. How do I report the ratio for my target population?

The data reported should reflect the providers available to the target population to the degree possible. Extrapolation from service area access data to target population access data does not work because there are often unique target population characteristics that result in reduced access in comparison to the service area population (extrapolation would result in numbers that make it appear that the target population has more access than it actually has). If your target population is a subset of the service area population, you must directly assess the physician access of the target population for Core Barrier A: Population to One FTE Primary Care Physician. If the target population is a subset of the service area population, AND population-specific HPSA data are not available for the target population, AND following the HPSA process is not possible, you should use service area level data as the basis for the ratio as indicated in Table 1 and the instructions on pages 6-9 of the Data Resource Guide.

89. There are zero physicians in our proposed service area. How do I report this on Form 9?

If there are zero physicians in the entire proposed service area, enter 99999 as the data response for Core Barrier A: Population to One FTE Primary Care Physician.

90. How do we measure distance to the nearest provider for Core Barrier D: Distance (miles) or Travel Time (minutes) to the Nearest Primary Care Provider Accepting New Medicaid Patients and Uninsured Patients?

Distance should be measured from the address of the proposed service site to the nearest provider accepting new Medicaid patients and uninsured patients. If multiple sites are proposed, distance should be the average of the distance of the proposed sites to the nearest provider(s). See the Data Resource Guide at <http://www.hrsa.gov/grants/apply/assistance/nap/> for detailed instructions on completing this core barrier. For a provider to be counted as accepting uninsured patients, the provider must be willing to provide services to uninsured patients on a sliding fee scale or at no cost.

91. NEW: I received an email notice about modifications to the New Access Point funding opportunity announcement. What changed?

On page 66, the word Physician was changed to Provider (twice). Core Barrier D is the Distance or Travel Time to Nearest Primary Care *Provider* Accepting New Medicaid and Uninsured Patients.

92. **How many “Other” responses within Section II can be used? What is the maximum number of points for an “Other” indicator?**

You are not restricted in the number of “Other” options allowable within Section II. However, if you use an “Other” indicator, the maximum score for that indicator is 4 points.

93. **NEW: In the Data Resource Guide, one of the recommended data sources for Diabetes Prevalence – the Behavioral Risk Factor Surveillance System (BRFSS) – does not appear to be age-adjusted. Can I use this data source?**

Although the BRFSS data source for Diabetes Prevalence is no longer age-adjusted, because it is one of the recommended data sources in the Data Resource Guide, it is acceptable to continue to use the BRFSS data to address the Diabetes Prevalence core health indicator. Similarly, other data sources that meet the requirements for alternate data sources listed on pages 4-5 in the Data Resource Guide are acceptable, regardless of whether the data are age-adjusted.

94. **What is the definition for “Data Response” which appears on the Need for Assistance Worksheet?**

The Data Response is the actual data result for each specified indicator. For instance, in Section I, the ratio you provide for the Population to One FTE Primary Care Physician Ratio for your service area and the percentage you provide for the Percent of Population Below 200% FPL would be the Data Responses. Data Responses are either ratios or percentages.

95. **Our target population is homeless individuals. Can we complete the NFA using data for the low-income population in the service area?**

Yes. You may also contact the National Health Care for the Homeless Council at <http://www.nhchc.org/> for assistance in finding appropriate homeless data for your service area.

96. **Is patient data an acceptable source of information for Form 9?**

No. Form 9 is intended to work hand-in-hand with the Need section of the Project Narrative to quantitatively describe need in the target population. Patient data would be a subset of the target population and would not be appropriate to represent the entire target population.

97. **Where can comparison data (e.g., state, national) be included on Form 9 so reviewers will better understand the severity of needs in a given service area?**

Additional information beyond the benchmarks provided in the form can be included in Item 1 of the Need section of the Project Narrative.

Performance Measures (NEW questions added 9/18/2014)

98. **NEW: Where can I find more information on the Performance Measures?**

Refer to Appendix B of the FOA for instructions on how to complete the Performance Measures Forms. Copies of the Performance Measures Forms that are completed in EHB are posted at <http://www.hrsa.gov/grants/apply/assistance/nap/> as well as a webinar on the performance measures. The Uniform Data System (UDS) Reporting Manual

(<http://bphc.hrsa.gov/healthcenterdatastatistics/reporting/2013udsreport.pdf>) provides additional measurement details such as exclusionary criteria. Useful information and training materials are available at <http://www.hrsa.gov/data-statistics/health-center-data/reporting/index.html>.

99. NEW: What dates should be listed for the Project Start Date and End Date for the performance measures?

Enter May 1, 2015 for the Project Start Date. Enter April 30, 2017 for the Project End Date.

100. Which performance measures must be included in the application?

You are required to include the 16 Clinical Performance Measures listed in Appendix B of the FOA. While most measures are standardized, you must define an individualized Oral Health measure.

You are required to include five Financial Performance Measures which are also listed in Appendix B of the FOA. Tribal and public center applicants are not required to include the three audit-related measures: Change in Net Assets to Expense Ratio, Working Capital to Monthly Expense Ratio, and Long Term Debt to Equity Ratio. Tribal or public center applicants may provide substitute measures specific to the scope of the new access point project, such as net income or loss as a percent of expense.

You may define as many additional Other measures as desired (both clinical and financial). Please note that all measures defined in the application will be reported on yearly for the duration of the project period if the application is funded.

101. Can I include measures other than the required performance measures?

Yes. In addition, applicants who request funding under section 330(g), 330(h), and/or 330(i) for MHC, HCH, and/or PHPC respectively must include at least one measure that relates to each special population. All applicants may identify other performance measures unique to their local community or that highlight special characteristics of their proposed health center program.

102. Have changes been made to the performance measures since 2013?

Yes. The Tobacco Use Assessment measure and Tobacco Cessation Counseling measure have been combined into one performance measure: Tobacco Use Screening and Cessation. Two new Clinical Performance Measures have been added: Depression Screening and Follow Up and New HIV Cases With Timely Follow Up.

103. Are the clinical and financial measures based on the entire organization or the NAP site(s) only?

The clinical and financial performance measures should address only the service area and target population of the proposed new access point(s). However, because an audit includes information for all sites operated by the applicant, the audit-related measures (Change in Net Assets to Expense Ratio, Working Capital to Monthly Expense Ratio, and Long Term Debt to Equity Ratio) will reflect organizational level data.

104. In general, how should I develop baselines for the performance measures?

Baselines for performance measures should be developed from current data that are valid, reliable, and derived from established management information systems wherever possible. Data sources could include electronic health records, disease registries, and/or chart sampling.

Refer to the most recent version of the UDS manual, found at <http://www.hrsa.gov/data-statistics/health-center-data/reporting/index.html>, for exclusion criteria, baseline formulas (numerator and denominator), and sampling methodology for each measure.

Use of electronic health records is the preferred method for development and tracking of performance measures. For chart sampling, the random sample should consist of 70 charts or all charts for patients who meet the criteria noted in the denominator for each measure if that number is less than 70. Consult the UDS Reporting Manual for specific measurement details and guidelines for chart sampling. Please note that chart sampling is not acceptable for the Prenatal Health or Perinatal Health performance measures.

If the proposed NAP is not currently in operation, but you have comparable operations elsewhere, you are encouraged to use that experience as a basis for estimating baselines for the NAP. Applicants with no operations should put zeros in the Numerator and Denominator subfields of the Baseline Data field and provide an explanation in the Comments field describing why baseline data are not yet available and stating when data will be available.

105. How do you calculate baseline data for a clinical or financial measure if you are a satellite applicant or current Health Center Program look alike?

Use data available from your existing site(s) as a starting point for estimating baselines for the NAP. For the three audit-related Financial Performance Measures, use the data from the last corporate audit. For the remaining two Financial Performance Measures (Total Cost per Patient and Medical Cost per Medical Visit), use UDS data as a starting point.

106. Is there a field on the clinical and financial performance measures form to enter the percentage for the measure baseline?

The baseline data entered for each clinical performance measure includes baseline year, measure type, numerator, and denominator. The percentage is automatically calculated.

107. How do I calculate “Projected Data” for the performance measures?

Projected data are goals for the end of the 2-year project period based on data trends to date, including an assessment of contributing/restricting factors and past performance. Goals (projected data) should be realistic for achievement by the end of the 2-year project period. They should be based on data trends and expectations, factoring in predicted contributing and restricting factors as well as past performance.

108. Can you clarify the age range for the Cancer performance measure?

The measure is for women receiving a Pap test in the measurement year or two years prior, creating a “look-back period” (i.e., a woman who is currently 24 years old may have been 21 years old when she received a Pap test two years prior to the current measurement year). The data reflects women age 21-64, though the 24-64 age range is used to obtain the data.

109. What is the best way to integrate data from Healthy People 2020 in my health performance measures?

Healthy People 2020 (HP 2020) objectives, available at <http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf>, may be used as a guide to assist you in setting goals for clinical performance measures. It is important to keep in mind that HP 2020 data and targets are for the United States as a *whole*, while health centers are serving a specific underserved population. Several of the HP 2020 objectives can be compared directly to UDS clinical performance measures. A table outlining the HP 2020 objectives related to these performance measures can be found at <http://www.hrsa.gov/grants/apply/assistance/nap>.

Attachments (NEW questions added 9/18/2014)

110. How should attachments be formatted?

HRSA will accept PDF, Microsoft Word, and/or Excel files. Do not use spaces or special characters when naming files. If using Excel or other spreadsheet documents, be aware that reviewers will only see information that is set in the "Print Area" of the document. Be sure to upload the attachments in the appropriate fields in EHB.

111. What is the purpose of Attachment 1: Service Area Map and Table?

The primary purpose of the Service Area Map and Table is to depict your service area and the local health care environment. The map is a visual representation of the service area demonstrating opportunities for collaboration described in the narrative. The table is a companion to the map, providing additional information on need.

112. NEW: The data table that corresponds with the service area map created on UDS Mapper does not include all the requirements listed in the FOA. Do I need to adjust the table?

Use the data table that is generated from UDS Mapper. The dominant health center's share of patients does not need to be included in the data table.

113. Our service area is the county, but the zip codes that make up the county have significant area located outside the county. Should Attachment 1: Service Area Map and Table reflect only the county? Should the data collected for other forms match the map and accompanying information table?

The Service Area Map should reflect the service area. You can draw the boundary lines on the map to reflect partial zip codes by outlining the county only. The data reported in Forms 4 and 9 should reflect the service area and target population, as appropriate. Since the data in UDS Mapper is reported by Zip Code Tabulation Area (ZCTA), if you define your service area differently (e.g., by partial zip codes), data reported in the Attachment 1 table and Forms 4 and 9 may be different. You can explain differences in the data in the narrative by clearly explaining how the service area and target population are defined.

114. For Attachment 3: Applicant Organizational Chart, who is considered key personnel?

Key personnel may include key management staff such as the Chief Executive Officer (CEO), Chief Clinical Officer (CCO), Chief Financial Officer (CFO), Chief Information

Officer (CIO), and Chief Operating Officer (COO), along with other individuals directly involved in oversight of the proposed new access point project (e.g., Project Director).

115. What is the difference between a Position Description (Attachment 4) and a Biographical Sketch (Attachment 5)?

A position description outlines the key aspects of a position (e.g., position title; description of duties and responsibilities; position qualifications; supervisory relationships; skills, knowledge, and experience requirements; travel requirements; salary range; work hours). A biographical sketch describes the key aspects of an individual that make him/her qualified for a position (e.g., past work experience, education/training, language fluency, experience working with the cultural and linguistically diverse populations to be served).

116. What should a public entity submit for Attachment 8 (Audit), Attachment 9 (Articles of Incorporation), and Attachment 12 (Proof of Public Center Status)?

A public entity (the applicant for a public center) is required to submit an annual audit (Attachment 8). If the public entity has a co-applicant, submit the co-applicant's Articles of Incorporation (Attachment 9), if applicable. See Table 2 on page 18 of the FOA for acceptable proof of public status.

117. What should a Tribal entity submit for Attachment 8 (Audit), Attachment 9 (Articles of Incorporation) and Attachment 14 (Corporate Bylaws)?

A Tribal applicant is required to submit an annual audit (Attachment 8). If a Tribal applicant does not have Articles of Incorporation, the Tribal Constitution or Health Center Board Charter is an acceptable submission for Attachment 9. For Attachment 14: Corporate Bylaws, a Tribal applicant may provide a work plan/document that explains:

- how it is going to establish a governing body over the health center (if one does not already exist);
- how it will incorporate community/target population/patient input into health center operations, including input from the total population to be served by the health center; and
- how it will maintain fiscal and programmatic oversight over the Health Center Program grant project.

118. To whom should letters of support be addressed and how should they be provided?

Letters of support should be addressed to the appropriate applicant organization contact person (e.g., board, CEO). They should **not** be addressed to HRSA or mailed separately from the application. Letters of support must be included with the application as Attachment 10 or they will not be considered by objective reviewers.

119. NEW: What should be included in letters of support from state Medicaid agencies and health departments?

These entities can provide information to HRSA related to the need in the area where the new access point(s) is being proposed and any details the agency may have regarding the ability of the applicant organization to carry out the project in compliance with Health Center Program requirements. See the list of key Health Center Program requirements at <http://bphc.hrsa.gov/about/requirements/index.html>.

120. NEW: Can I provide a letter of support from the local health department instead of the state health department or state Medicaid agency?

Applicants must provide letters of support for the proposed NAP project that demonstrate collaboration and coordination with both state and local entities as outlined in the FOA.

121. NEW: The State Medicaid agency, State Health Department, and State Primary Care Office are the same entity in my state. Do I need separate letters of support from each one?

If the State Medicaid Office, State Health Department, and/or State Primary Care Office are part of the same entity in your state, you can obtain one letter of support from an entity on behalf of the two or three offices/agencies/departments included as a part of that entity. The letter of support should make it clear which part(s) of the entity it represents.

122. NEW: What if I am not able to get a letter of support from one or more of the entities required in the FOA?

When efforts to obtain one or more letters of support are unsuccessful, documentation of the organization's efforts to obtain the letter(s) and any additional efforts toward collaboration and coordination are requested for this aspect of the collaboration review criteria.

123. Can I upload additional attachments?

Yes. You may upload additional relevant material in Attachment 15. Documents provided in this attachment will be included in the page limit.

One-Time Funding for Alteration/Renovation

124. What is the maximum amount I can request for one-time funding activities?

You may not request more than \$150,000 regardless of the scope of activities proposed for the one-time funding.

125. What types of projects are appropriate for the NAP one-time funding?

You may propose minor alternation and renovation (A/R) (such as converting existing unused space into exam rooms or replacing the existing HVAC system) and/or equipment purchases relevant to the proposed project (such as an x-ray machine or dental chair).

126. What is the difference between Alteration/Renovation (A/R) and Construction?

Alteration/Renovation (eligible): Work required to modernize, improve, and/or reconfigure the interior arrangements or other physical characteristics of a facility; work to improve and/or replace exterior envelope; and work to improve accessibility (such as sidewalks and ramps) and/or life safety requirements in an existing facility. This type of project does not increase the total square footage of an existing building, and does not require ground disturbance or footings. Exceptions that would be considered minor A/R include:

- Minor parking lot renovation, such as resurfacing or restriping;
- Adding a covered walkway, which may require footing and ground disturbance; and/or
- Adding a sidewalk or an accessible ramp, which may require minimal footing and ground disturbance.

Construction (not eligible): A project that will increase physical square footage—either by building on to an existing facility or constructing a new facility from the ground up. This may include:

- Adding a wing to an existing facility;
- Adding a floor to an existing facility;
- Constructing a brand new structure;
- Demolishing a structure and building a new one in the same location;
- Permanently affixing a modular or prefabricated unit to an existing facility or land; and/or
- Expanding parking beyond an existing surfaced parking area.

127. Is it allowable to use the services of an architect that is a direct employee of the organization?

You must justify the use of your organization's work force (force account) by demonstrating that it will be cost effective and that qualified personnel are available to accomplish the work. Further information is available at <http://bphc.hrsa.gov/policiesregulations/forcefaq.pdf>.

128. Who should complete and sign the Environmental Information Documentation (EID) checklist?

The Authorizing Official of the applicant organization may complete and the sign the EID checklist. Because this is a certification of conditions and the potential impacts on and around a proposed project site, you are strongly encouraged to seek consultation from a qualified professional with experience with the National Environmental Policy Act (NEPA) to fully understand the information requested and ensure accurate responses.

129. If we propose to renovate a facility using one-time funds, what are the environmental and historic preservation requirements?

For information on environmental and historic preservation compliance requirements, see <http://www.bphc.hrsa.gov/policiesregulations/capital/environmentandhistoric/capitaldevelopment.html>. Although applicants proposing renovation projects typically do not require preparation of a full Environmental Assessment under the National Environmental Policy Act (NEPA), you may need to comply with other requirements, as applicable:

- If the proposed project involves exterior work, ground disturbance, or work on a building that is over 50 years old, the project may require State Historic Preservation Office (SHPO) consultation under Section 106 of the NEPA.
- Buildings constructed prior to 1985 may require submission of a hazmat study and abatement plan.
- If the site is located in a coastal state, the project may require compliance with the Coastal Zone Management Act.
- If the proposed project is in a 100 or 500 year floodplain, it may require compliance with E.O. 11988, Floodplain Management.

130. Can I propose A/R for a site that is leased?

Yes, leasehold improvements are allowed. Please note that NAP funds for a proposed site in a leased property cannot be used to address facility needs that are part of the terms of the lease (are the obligation of the lessor). If proposing A/R for a leased facility, you must

provide a signed Landlord Letter of Consent from the facility owner (see sample at <http://bphc.hrsa.gov/policiesregulations/capital/postaward/landlordconsent.pdf>) that addresses the following components:

- Approval of the scope of the project;
- Agreement to provide the health center reasonable control of the project site for the appropriate amount of time; and
- Acknowledgement that there will be Federal interest in the property and agreement to file a Notice of Federal Interest (NFI) in the land records of the local jurisdiction before the project begins if an NFI applies. For information regarding the NFI, see <http://bphc.hrsa.gov/policiesregulations/capital/nfifilingguide.pdf>.

131. What is the time-frame for recipients to use the one-time funding?

Grantees must complete one-time funding activities within the first year of the project period. Regardless of the proposed A/R one-time funding activities, all new access points must be operational and begin providing services within 120 days of award.

132. Can one-time funding be used to pay for a portion of a large equipment purchase, like a mobile medical unit?

Yes. Mobile medical vans are considered equipment and are subject to the \$150,000 cap on the use of one-time funding. You can use other sources of funding to cover the remaining costs of purchasing the equipment beyond the \$150,000. Please note that you may propose a mobile medical van as a new access point only if a permanent, full-time site is also proposed in the NAP application.

133. Can you provide more instruction on how to prepare the A/R project budget justification?

A budget justification is required for each site-specific project that will utilize one-time funding for A/R. The budget justification must provide a detailed break-out and description of each cost element in the budget, and provide sufficient narrative detail to explain each cost. If there are additional sources of funding, you should identify which costs will be covered by the one-time funding. A sample A/R budget justification is available at <http://www.hrsa.gov/grants/apply/assistance/nap/>.

Application Submission

134. How do I submit my application and when is it due?

There is a two-step application submission process for the FY 2015 NAP applications via Grants.gov and the HRSA Electronic Handbooks (EHB).

- **Step 1 – Grants.gov:** Application must be completed and successfully submitted via Grants.gov by 11:59 PM ET on **August 20, 2014**.
- **Step 2 – HRSA EHB:** Application must be completed and successfully submitted by 8:00 PM ET on **October 7, 2014**.

HRSA recommends that applications be submitted in Grants.gov as soon as possible to ensure that maximum time is available for providing the extensive required information in EHB.

135. When can I begin the HRSA EHB submission process?

You can begin Step 2 in HRSA EHB only after Step 1 in Grants.gov has been successfully completed by the Grants.gov due date and HRSA has assigned the application a tracking number. The applicant's Authorizing Official (AO) will be notified by email when the application is ready within EHB for the completion of Step 2. This email notification will be sent within 7 business days of the Grants.gov submission.

136. How will I be notified if my application was not successfully submitted in Grants.gov and/or EHB?

Grants.gov will send a series of e-mails to the AO, BO, PD, and SPOC listed on the Grants.gov application to notify you once the Grants.gov application has been validated or if there are errors. **If there are errors, you must correct the errors and re-submit the application in Grants.gov prior to the due date/time. You are strongly encouraged to closely monitor your e-mail accounts, including spam folders, for e-mail notifications and/or error messages from Grants.gov.** Once the Grants.gov application is validated, you will receive an email stating that the application is available in HRSA EHB. You will complete and submit the application in EHB. All validation errors must be resolved in EHB before the application can be submitted to HRSA by the AO. The status of the application in EHB will appear as "Application Submitted to HRSA" once it has been submitted successfully.

Please note that only the AO can submit the final EHB application to HRSA. You should allow proper time for this to occur before the due date/time.

Award Information

137. When will NAP funds be awarded?

NAP awards will be issued on or around May 1, 2015.

138. How many NAP grants does HRSA intend to award?

Subject to the availability of appropriated funds, HRSA anticipates awarding approximately \$100 million in FY 2015 for an estimated 150 NAP awards. Pending the final Health Center Program appropriation funding level, HRSA may adjust the amount of funding and number of awards available under this funding opportunity announcement.

139. What is the cap for Federal funds that can be requested?

NAP funding requested cannot exceed \$650,000 in each year of the project period.

140. If awarded, what is the formal notification of a NAP award?

HRSA will electronically transmit a formal notification to the applicant organization in the form of a Notice of Award (NoA).

141. If awarded, will Federal funding for the NAP grant continue beyond the 2-year project period?

Continuation grants beyond the initial 2-year project period may be awarded in subsequent years on a competitive basis subject to availability of funds, satisfactory grantee

performance, and a determination that continued funding would be in the best interest of the Federal government.

142. If an organization receives a NAP grant, does it automatically become a Federally Qualified Health Center (FQHC)?

No. Once a NAP grant is awarded and a health center is operational (within 120 days of Notice of Award), a grantee must then apply to the Medicare Program and to their State Medicaid Program to be enrolled and reimbursed as an FQHC. For more information on the Medicare application process and timelines, see Program Assistance Letter 2011-04, available at <http://bphc.hrsa.gov/policiesregulations/policies/pal201104.html>.

Funding Priorities (NEW question added 9/22/2014)

143. What are funding priorities and how do I get these points?

A funding priority is defined as the favorable adjustment of review scores when applications meet specified criteria. **You will not be required to request consideration for the funding priorities.** Prior to final funding decisions, HRSA will assess all NAP applications within the fundable range for eligibility to receive priority point adjustments. The FY 2015 NAP funding opportunity has three funding priorities:

- Unserved, High Poverty Population (3-15 points);
- Sparsely Populated Area (5 points); and
- Health Center Program Look-Alikes (5 points).

144. I realize that we do not need to request funding priorities but may I still include a section in my application to specifically address the funding priorities?

You may address funding priorities within their application where appropriate. However, HRSA will determine whether funding priority points are awarded based on the criteria and conditions listed under Section IV.2. Review and Selection on pages 46-47 in the FOA.

145. I serve only migratory agricultural patients and receive section 330(g) funding; why am I not eligible for the sparsely populated area funding priority?

This funding priority is based in statute – section 330(p) of the PHS Act – which directs HRSA to give special consideration to the unique needs of sparsely populated rural areas, including giving priority in the awarding of grants for new health centers under sections 330(c) – planning grants and 330(e) – Community Health Centers (CHC). Therefore, this funding priority can only apply to applicants who are requesting section 330(e) funding (CHC), in whole or in part.

146. What is the intent of the “Unserved, High Poverty Population” funding priority and can you provide an example of how is it calculated?

This funding priority aims to ensure that NAP funding goes to support high need, unserved communities and populations, as illustrated by data showing (1) limited access to health center services and (2) a large unserved low-income population.

Here is an example that helps to demonstrate how this funding priority is calculated: ABC Health Center proposed a new access point to serve the entire county. Based on data contained in UDS Mapper, ABC County has a total low-income population (less than 200%

of the FPL) of 8,000 residents, 7,000 of whom are unserved. The only other health center in the surrounding area, GHI Health Center, serves the remaining 1,000 low-income individuals at its health center. Therefore, the **Percent Penetration of the Low Income Population** for the service area (ABC County) is only 12.5% (1,000 out of 8,000 residents).

ABC County projects that it can serve 3,000 of those 7,000 unserved residents by the end of its two-year project period; this means the **Percent of High Poverty Unserved Residents Compared to Proposed Patients** is 230% (7,000 residents compared to 3,000 proposed patients, which meets the threshold that unserved, low-income residents must be at least 150% of the proposed patients to be served).

Upon completing these calculations and assuming that ABC Health Center scored in the fundable range, HRSA would award ABC Health Center 9 priority points (per the scale on page 46 of the FOA).

147. How does HRSA determine the Health Center Program penetration rate for the low-income population?

HRSA uses the most recent UDS data submitted by Health Center Program grantees and look-alikes to determine the percentage of the low-income population served by the Health Center Program. The 2013 UDS data will be included in the UDS Mapper when it is updated in the summer of 2014. For more information on UDS Mapper data sources, refer to <http://www.udsmapper.org/>.

148. NEW: My organization is dual status grantee and look-alike. For the 2013 UDS report, we reported look-alike data for four look-alike sites, and have since moved two of those sites into our grantee scope of project. Are we eligible for look-alike priority points?

In cases where look-alike sites have been moved into a grantee's scope of project and what is reported in the look-alike 2013 UDS no longer aligns with the current look-alike scope of project, HRSA will adjust assessment of priority points for the following two criteria:

- The criterion that the NAP Form 5B service area zip codes must include those in which at least 75% of current look-alike patients reside.
- The criterion that the total unduplicated patient projection by December 31, 2016 on the NAP Form 1A is greater than the total unduplicated patients included in the look-alike 2013 UDS report.

For both criteria, HRSA will base the assessment on two categories of patients: (1) those that reside in zip codes linked to the look-alike sites being proposed in the NAP application and (2) those that reside in zip codes that were not linked to any sites that were included in the look-alike 2013 UDS. For the latter category, patients will be proportionately attributed to each site that was included in the 2013 look-alike UDS report. Current dual status grantees hoping to receive the look-alike priority points should contact the NAP technical assistance team at bphcnap@hrsa.gov for assistance in determining if their proposed NAP project will qualify for these priority points.

Application Review and Selection Process

149. Who will review NAP applications?

NAP applications will be subject to an internal and external review. The internal HRSA review assesses completeness, eligibility, service area overlap, funding priorities, environmental impact, and current grantee performance status. Applications deemed complete and eligible will also be externally reviewed by an Objective Review Committee (ORC). The ORC reviewers are selected based on training and experience in fields or disciplines related to the Health Center Program. Each reviewer provides an objective, unbiased evaluation based on the review criteria in the FOA and the guidelines in the HRSA scoring rubric located at <http://www.hrsa.gov/grants/apply/assistance/nap/>.

150. What criteria does the ORC use in assessing NAP applications?

Refer to the Project Narrative requirements and the Review Criteria, described in Sections IV and V of the FOA. The Project Narrative requirements and the Review Criteria are aligned, so ORC reviewers will be looking at the Program Narrative, as well as supporting additional documentation throughout the application, when assigning points to each review criterion. You should carefully review the Project Narrative requirements and the Review Criteria to ensure that your application meets or exceeds the established criteria.

151. Does HRSA make award decisions based solely on the final application score?

No. As described on page 45 of the FOA, the Objective Review Committee will evaluate the technical merits of each proposal using the review criteria presented in the FOA, up to a maximum of 80 points. The NFA Worksheet (Form 9) will be scored automatically within EHB using the NFA Worksheet scoring criteria and will account for up to 20 points. HRSA will then assess all applications within the fundable range for an adjustment to the overall application score based on the funding priorities in the FOA, giving HRSA a final overall application score.

In conjunction with the overall ORC score, HRSA will consider other factors such as geographic distribution, past performance, and compliance with section 330 program requirements and applicable regulations. As discussed in Section V.2. of the FOA under Special Funding Considerations, this may include awarding grants to applications out of rank order in order to meet statutory requirements such as:

- Maintaining an urban/rural distribution that ensures no more than 60 percent and no fewer than 40 percent of centers serve people from either rural or urban areas.
- Ensuring continued proportionate distribution of funds across the Health Center Program.
- Considering geographic distribution and the extent to which an area may currently be served by another section 330-funded health center.

Finally, HRSA will review fundable applicants for compliance with HRSA program requirements through reviews that may include site visits, audit data, Uniform Data System (UDS) or similar reports, Medicare/Medicaid cost reports, external accreditation, and other performance reports, as applicable. The results of this review may impact final funding decisions. For example, based on review of applicants by the Division of Financial Integrity, applicants with serious financial sustainability concerns will not receive a NAP award.

152. Why is HRSA putting limitations on satellite applicants (existing grantees) who have program requirement conditions?

HRSA has the responsibility of ensuring that grantees are implementing projects in accordance with program requirements. If a current grantee is experiencing difficulties in meeting these requirements, HRSA expects the grantee to focus on addressing those concerns prior to expanding services via a NAP (see Section V.2.Review and Selection Process of the FOA).

153. Therefore, approximately 45 days prior to award date, HRSA will assess the status of all current Health Center Program grantees applying to establish satellite sites. Applicants within the fundable range will not receive a NAP award if they:

- Have three or more active 60 day health center program requirement conditions on current grant award;
- Have one or more 30 day health center program requirement condition(s) on current grant award; or
- Received initial Health Center Program funding in FY 2013 or FY 2014 and one or more of the proposed sites have not been verified operational.

154. I am a current grantee who has three progressive action conditions related to program requirements on my award. Can I apply?

You may apply. However, if your organization has three or more 60 day program requirement conditions or one or more 30 day program requirement conditions on its award approximately 45 days prior to the award date, HRSA will not award your organization a NAP grant.

Technical Assistance and Contact Information

155. If I encounter technical difficulties when trying to submit my application in Grants.gov, who should I contact?

Refer to <http://www.grants.gov/web/grants/applicants/applicant-faqs.html> for applicant FAQs or contact the Grants.gov Contact Center 24 hours a day, 7 days a week (excluding Federal holidays) at 1-800-518-4726 or support@grants.gov. Register as early as possible since registration may take up to one month.

156. If I encounter technical difficulties when trying to submit my application in HRSA EHB, who should I contact?

Contact the BPHC Helpline Monday through Friday, 8:30 AM to 5:30 PM ET (excluding Federal holidays) at 1-877-974-2742 or BPHCHelpline@hrsa.gov. Other useful resources are the *HRSA Electronic Submission User Guide* available at <http://www.hrsa.gov/grants/apply/userguide.pdf> and the **FY 2015 NAP User Guide for Grant Applicants** posted at <http://www.hrsa.gov/grants/apply/assistance/nap/>.

157. Who should I contact with programmatic questions concerning the new access point application requirements and process?

Refer to the NAP TA page at <http://www.hrsa.gov/grants/apply/assistance/nap> for TA slides, NAP presentation webcasts, FAQs, samples, templates, and other resources. You

may also contact Joanne Galindo in the Bureau of Primary Health Care's Office of Policy and Program Development at BPHCNAP@hrsa.gov.

158. Who should I contact with questions about preparing my NAP application budget?

Contact Angela Wade in the Division of Grants Management Operations at awade@hrsa.gov or 301-594-5296.

159. Are there other sources for TA that I could contact?

You are encouraged to contact the appropriate Primary Care Association (PCA), Primary Care Office (PCO), and/or National Cooperative Agreements (NCAs) to develop a NAP application. Refer to <http://bphc.hrsa.gov/technicalassistance/partnerlinks> for a complete listing of PCAs, PCOs, and NCAs.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Health Resources and Services Administration

Bureau of Primary Health Care
Health Center Program

Affordable Care Act New Access Point Grants

Announcement Type: New and Supplemental/Revision
Announcement Number: HRSA-15-016

Catalog of Federal Domestic Assistance (CFDA) No. 93.527

FUNDING OPPORTUNITY ANNOUNCEMENT

Fiscal Year 2015

**Application Due Date in Grants.gov:
August 20, 2014**

**Supplemental Information Due Date in EHB:
October 7, 2014**

*Ensure your SAM and Grants.gov registration and passwords are current immediately.
Deadline extensions are not granted for lack of registration.
Registration may take up to one month to complete.*

Release Date: July 8, 2014
Issuance Date: July 8, 2014

August 13, 2014: Modification (pg. 66) includes clarification to “Note: Core Barrier D: Distance or Travel Time to Nearest Primary Care Provider Accepting New Medicaid and Uninsured Patients is not calculated based on population. For Core Barrier D, distance/time is measured from the proposed site to the nearest provider accepting new Medicaid and uninsured patients.”

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Authority: Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b)

EXECUTIVE SUMMARY

The Health Resources and Services Administration (HRSA), Bureau of Primary Health Care, is accepting applications for fiscal year (FY) 2015 New Access Point (NAP) grants under the Health Center Program, authorized by section 330 of the Public Health Service (PHS) Act, as amended (42 U.S.C. 254b). The purpose of this grant program is to support new service delivery sites under the Health Center Program to provide comprehensive primary health care services to underserved and vulnerable populations. The source of funding for this opportunity is the Patient Protection and Affordable Care Act (P.L. 111-148), Section 10503.

Applications for NAP funding must demonstrate a high level of unmet need within their service area/target population, present a sound proposal to meet this need consistent with the requirements of the Health Center Program, and demonstrate collaborative and coordinated delivery systems for the provision of health care to the underserved. Further, applicants are expected to demonstrate that the NAPs will increase access to comprehensive, culturally competent, quality primary health care services and improve the health status of underserved and vulnerable populations in the area to be served.

Funding Opportunity Title:	Affordable Care Act New Access Point Grants
Funding Opportunity Number:	HRSA-15-016
Application Due Dates/Times:	In Grants.gov: August 20, 2014 by 11:59 PM ET In EHB: October 7, 2014 by 8:00 PM ET
Anticipated Total Annual Available Funding:	\$100 million
Estimated Number and Type of Awards:	150 grants
Estimated Award Amount:	Up to \$650,000 per year
Cost Sharing/Match Required:	No
Length of Project Period:	Two years
Project Start Date:	May 1, 2015
Eligible Applicants: (See Section III-1 of this FOA for complete eligibility information.)	Eligible applicants must be public or nonprofit private entities, including tribal, faith-based, and community-based organizations. Applications may be submitted by new organizations or organizations currently receiving operational grant funding under the Health Center Program. Applicants may not apply on behalf of another organization (i.e., the applicant on the SF-424 submitted in Grants.gov must be the organization that will carry out the proposed project). Applicants must propose a new access point that: a. Provides comprehensive primary medical care as its primary purpose. b. Provides services, either directly onsite or through established arrangements, without regard to ability to pay. c. Ensures access to services for all individuals in the service area/target population.

	<p>d. Provides services at one or more permanent service delivery sites.</p> <p>Applicants must demonstrate compliance with the requirements of section 330 of the PHS Act, as amended and applicable regulations. Program requirements are available in Appendix F and at http://bphc.hrsa.gov/about/requirements.</p>
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Summary of Changes

HRSA has revised the NAP FOA to streamline and clarify the application instructions. Compared to the FY 2013 FOA, the following changes should be noted:

- Eligibility criterion clarified: An applicant may not apply on behalf of another organization.
- Organizations that received initial Health Center Program funding in FY 2013 or 2014 are eligible to apply for NAP funding if at least one site has been verified operational by the application submission date.
- Clarification that Health Center Program look-alikes can propose any/all of their existing sites as part of the NAP application.
- Minor enhancements to the Project Narrative and Review Criteria sections.
- Form 2: Staffing Plan has been updated to include a column to report staff expenses to be charged to the NAP grant (i.e., requested federal dollars).
- Form 3: Income Analysis has been revised to simplify the reporting of projected income.
- Form 6B: Request for Waiver of Governance Requirements has been removed from the application. If funded, grantees may request governance waiver(s) post-award.
- The prenatal and perinatal performance measures are now required for all applicants. See [Appendix B](#) for details.
- The childhood immunization and cancer screening performance measures have been updated per Program Assistance Letter 2013-02 available at <http://bphc.hrsa.gov/policiesregulations/policies/pal201302.html>.
- The Tobacco Use Assessment and Tobacco Cessation Counseling performance measures have been combined into one measure for Tobacco Use Screening and Cessation.
- New Clinical Performance Measures have been added for depression screening and HIV follow up.
- Addition of a checklist for noting compliance with Health Center Program requirements.
- The SF-424A Budget Categories form has been changed to capture details on the federal funding request and non-grant revenue supporting the project.
- The budget justification must explain the costs of each line item within each object class category based on the SF-424A Budget Categories form that details the federal section 330 funding request and non-federal funding separately. It must also provide information on each staff position to be supported with federal section 330-grant funding. See [Appendix E](#) for details.
- Addition of priority points for eligible applicants that are designated as Health Center Program look-alikes.
- Administrative and National Policy Requirements have been deleted and reference made to the [HRSA Electronic Submission User Guide](#) which describes the requirements.

Application Submission

HRSA uses a two-tier submission process for NAP applications via Grants.gov and HRSA Electronic Handbooks (EHB).

Step 1 – Grants.gov: Must be completed and successfully submitted by 11:59 PM ET on August 20, 2014.

Step 2 – HRSA EHB: Must be completed and successfully submitted by 8:00 PM ET on October 7, 2014.

Please Note: Applicants can only begin Step 2 in HRSA EHB after Step 1 in Grants.gov has been completed (no later than the due date) and HRSA has assigned the application a tracking number. Applicants will be notified by email when the application is ready within HRSA EHB for the completion of Step 2. This email notification will be sent within 7 business days of the Step 1 submission. Refer to <http://www.hrsa.gov/grants/apply/userguide.pdf> (HRSA Electronic Submission User Guide) for more details.

To ensure adequate time to successfully submit the application, HRSA recommends that applicants register immediately in Grants.gov and HRSA EHB. The Grants.gov registration process can take up to one month. For Grants.gov technical assistance, refer to <http://www.grants.gov> or call the Grants.gov Contact Center at 1-800-518-4726. For information on registering in HRSA EHB, refer to <http://www.hrsa.gov/grants/apply/userguide.pdf> or call the HRSA Contact Center at 1-877-464-4772. If these registration processes are not complete, you will be unable to submit an application. **HRSA recommends that applications be submitted in Grants.gov as soon as possible to ensure that maximum time is available for providing the extensive supplemental information required in HRSA EHB.**

Per section 330(k)(3)(H) of the PHS Act, as amended (42 U.S.C. 254b(k)(3)(H), as amended), the health center governing board must approve the health center's annual budget and all grant applications. In addition, the applicant's authorized representative (most often the Executive Director, Program Director, or Board Chair), must electronically submit the SF-424 included in the application package. This form certifies that:

- the application has been reviewed and authorized by the governing board,
- all application content, including the federal and non-federal budget presentation, accurately supports the project, and
- the applicant will comply with the required assurances and resulting terms if a NAP grant is awarded.

The electronic signature in Grants.gov (created when the Grants.gov forms are submitted) is the official signature when applying for a NAP grant and is considered binding. Selection of the responsible person must be consistent with responsibilities authorized by the organization's bylaws. **HRSA requires that for any authorized representative who submits an SF-424 electronically, a copy of the governing board's authorization permitting that individual to submit the application as an official representative must be on file in the applicant organization's office.**

Pre-Application Conference Call

HRSA will hold a pre-application conference call to provide an overview of this FOA and offer an opportunity for organizations to ask questions. For the date, time, dial-in number, and other information for the call, visit <http://www.hrsa.gov/grants/apply/assistance/nap>.

Application Contacts

If you have questions regarding the FY 2015 NAP application and/or the review process described in this FOA, refer to [Section VII](#) to determine the appropriate agency contact.

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PUBLIC BURDEN STATEMENT: An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 285. Public reporting burden for the applicant for this collection of information is estimated to average 100 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to HRSA Reports Clearance Officer, 5600 Fishers Lane, Room 14-45, Rockville, Maryland, 20857.

I. Funding Opportunity Description

1. Purpose

This announcement solicits applications for New Access Point (NAP) grants under the Health Center Program. The FOA details the eligibility requirements, review criteria, and awarding factors for organizations seeking a grant for operational support under the Health Center Program.

The purpose of this Health Center Program grant is to support NAPs for the delivery of comprehensive primary health care services to underserved and vulnerable populations. NAPs will increase access to comprehensive, culturally competent, quality primary health care services and improve the health status of underserved and vulnerable populations in the area to be served.

Health Center Program grants support a variety of community-based and patient-directed public and private nonprofit organizations that serve an increasing number of the Nation's underserved. Individually, each health center plays an important role in the goal of ensuring access to services, and combined, they have had a critical impact on the health care status of medically underserved and vulnerable populations throughout the United States and its territories. Targeting the Nation's neediest populations and geographic areas, the Health Center Program currently funds 1,280 health centers that operate more than 9,300 service delivery sites in every state, the District of Columbia, Puerto Rico, the Virgin Islands, and the Pacific Basin. In 2012, more than 21 million patients, including medically underserved and uninsured patients, received comprehensive, culturally competent, quality primary health care services through the Health Center Program.

2. Background

This program is authorized by Section 330 of the Public Health Service Act, as amended, 42 U.S.C. 254b.

For the purposes of this document, the term "health center" refers to the diverse types of health centers [i.e., Community Health Center (CHC – section 330(e)), Migrant Health Center (MHC – section 330(g)), Health Care for the Homeless (HCH – section 330(h)), and Public Housing Primary Care (PHPC – section 330(i))] authorized by section 330 of the PHS Act, as amended. Applicants may request funding to serve one or multiple population types (i.e., CHC, MHC, HCH, PHPC) within a single application (e.g., an applicant proposing to serve both the general community and homeless individuals can submit a NAP application requesting both CHC and HCH funding).

For purposes of this FOA, a new access point is a new, full-time (operational a minimum of 40 hours per week), permanent (with the exception of Migrant Health Centers, which may be seasonally operated) service delivery site for the provision of comprehensive primary and preventive health care services. New access points improve the health status and decrease health disparities of the medically underserved and vulnerable populations and address the barriers to affordable and accessible primary health care services for the specific population and/or

community targeted by the application. Every NAP application must demonstrate compliance with the requirements of section 330 of the PHS Act, as amended, and applicable regulations (or have a thorough plan detailing necessary actions the applicant has committed to undertake to become compliant within 120 days of the Notice of Award). Applicants may submit a request for Federal support to establish a single new access point or multiple access points in a single NAP application.

Applications may be submitted for consideration from new organizations (new start applicants) or Health Center Program grantees currently receiving operational funding (satellite applicants):

- A **NEW START** applicant is an organization that is not currently a direct recipient of operational grant support under the Health Center Program (authorized by section 330(e), (g), (h) and/or (i) of the PHS Act). A new start application should address the entire scope of the project being proposed for NAP grant support. A new start can be operational at the time of application, or propose to become operational within 120 days of the Notice of Award.
- A **SATELLITE** applicant is an organization that is currently receiving direct operational grant support under the Health Center Program (authorized by section 330(e), (g), (h), and/or (i) of the PHS Act). Satellite applicants must propose to establish a *new* service site that is not listed in the applicant's approved scope of project under the Health Center Program at the time of application. Satellite applicants may not request funding to support the expansion or addition of services, programs, or staff at any site listed as being a part of their approved scope of project. A satellite application should address **ONLY** the service area and target population of the proposed new access point (i.e., only the new site and service area/target population proposed in the satellite application) in terms of need, population to be served, and the proposed new delivery system.

NAP applicants may propose to establish a school-based health center for the delivery of primary care services as long as it (a) is a permanent, full time site, or is in addition to a permanent, full time site proposed in the application, and (b) provides all required primary and preventive health care services to students of the school as well as the general underserved population in the service area without regard for ability to pay. Applicants may propose a mobile medical van as a new access point only if a permanent, full-time site is also proposed in the NAP application. A permanent site is a fixed building location. A mobile van must be affiliated with a location setting (i.e., a permanent or seasonal service site), and be fully equipped and staffed by health center clinicians providing direct primary care services. Proposals to expand the operation of an existing mobile van within the current scope of project (e.g., add new providers or services, expand hours of operation at current locations) are **NOT** eligible for consideration for NAP funding.

Program Requirements

Applicants must demonstrate that the new access point(s) will increase access to comprehensive, culturally competent, quality primary health care services and improve the health status of underserved and vulnerable populations in the service area. In addition, applicants must document a high level of need, a sound plan to meet this need, and readiness to implement the

proposed plan. Further, applicants must demonstrate that the plan maximizes established collaborative and coordinated delivery systems for the provision of health care to the underserved.

All applicants are expected to demonstrate:

- **Compliance** at the time of application with the requirements of section 330 of the PHS Act, as amended, and applicable regulations (or a detailed plan demonstrating the necessary actions to become compliant within 120 days of the Notice of Award – see [Appendix C](#)). See [Appendix F](#) for a summary of the Health Center Program requirements or visit <http://bphc.hrsa.gov/about/requirements/index.html>.

Community Health Center (CHC) Applicants:

- Ensure compliance with section 330(e) and program regulations.
- Provide a plan that ensures the availability and accessibility of required primary and preventive health services to underserved populations in the service area.

Migrant Health Center (MHC) Applicants:

- Ensure compliance with section 330(g), section 330(e), and, as applicable, program regulations.
- Provide a plan that ensures: (1) the availability and accessibility of required primary and preventive health services to migratory and seasonal agricultural workers and their families in the service area; with *migratory agricultural workers* meaning individuals principally employed in agriculture on a seasonal basis within the last 24 months who establish temporary housing for the purpose of this work; with *seasonal agricultural workers* meaning individuals employed in agriculture on a seasonal basis, who are not also migratory; and with *agriculture* meaning farming in all its branches, as defined by the OMB-developed North American Industry Classification System (NAICS) under the following codes and all sub-codes within – 111, 112, 1151, and 1152.

Health Care For The Homeless (HCH) Applicants:

- Ensure compliance with section 330(h), section 330(e), and, as applicable, program regulations.
- Provide a plan that ensures the availability and accessibility of required primary and preventive health services to people experiencing homelessness in the service area, defined to include residents of permanent supportive housing or other housing programs that are targeted to homeless populations. Such plan may also allow for continuing to provide services for up to 12 months to individuals no longer homeless as a result of becoming a resident of permanent housing.
- Provide substance abuse services.

Public Housing Primary Care (PHPC) Applicants:

- Ensure compliance with section 330(i), section 330(e), and, as applicable, program regulations.

- Provide a plan that ensures the availability and accessibility of required primary and preventive health services to residents of public housing and individuals living in areas immediately accessible to such public housing. Public housing means agency-developed, owned, or assisted low-income housing, including mixed finance projects, but excludes housing units with no public housing agency support other than Section 8 housing vouchers.
 - Consult with residents of the proposed public housing sites regarding the planning and administration of the program.
- Evidence that the proposed new access point(s) will serve populations in **high need areas**. Applicants must submit a completed Need for Assistance (NFA) Worksheet (see instructions in [Appendix A for Form 9](#)) to demonstrate the relative need for primary health care services.
- Evidence of how the proposed project will **increase access to primary health care services, improve health outcomes, and reduce health disparities** in the community/population to be served. The applicant must demonstrate how Health Center Program funds will expand services and increase the number of people served through the establishment of a permanent, full-time service delivery site (i.e., a site that is not currently part of any Health Center Program grantee’s scope of project).
- Evidence that **all persons in the target population will have access to the full range of required primary, preventive, and enabling health care services, including oral and behavioral health care**, either directly onsite or through established arrangements without regard to ability to pay.
- Evidence of the development of **collaborative and coordinated delivery systems** for the provision of health care to the underserved through the demonstration of current or proposed partnerships and collaborative activities with health centers (Health Center Program grantees and look-alikes), rural health clinics, critical access hospitals, State and local health services delivery projects, and other programs serving the same population(s).
- **A sound and complete plan** that demonstrates responsiveness to the identified health care needs of the target population(s), appropriate short- and long-term strategic planning, coordination with other providers of care, organizational capability to manage the proposed project, and cost-effectiveness in addressing the health care needs of the target population.
- **A reasonable, appropriate budget** based on the activities proposed in the application and the number of new individuals to be served. The budget must demonstrate how section 330 funds will expand existing primary health care service capacity to currently underserved populations. (See [Section IV](#) and [Appendix E](#) for instructions on the presentation of the budget.)

- **Readiness to initiate the proposed project plan.** Applicants are expected to demonstrate that the proposed new access point(s) will be operational and providing services in the community/population within 120 days of the Notice of Award. At a minimum, within 120 days of the Notice of Award, (1) each proposed facility will be operational and begin providing services for the proposed population/community, (2) providers will be available to serve patients at each proposed new access point, and (3) the health center will be compliant with all Health Center Program requirements (see Appendix F). Full operational capacity as outlined in the NAP application, including service to the number of patients projected in the NAP application, must be achieved within the two-year project period.

Failure to meet these program requirements and expectations may jeopardize Health Center Program grant funding per 45 CFR 74.62(a). Grantees are routinely assessed for compliance with the program requirements. When an issue is identified (e.g., an organization fails to become operational in 120 days), a condition is placed on the award and the grant moves into progressive action. The progressive action process provides a time-phased approach for resolution of compliance issues. Failure to successfully resolve conditions via progressive action may result in the withdrawal of support through the cancellation of all or part of the grant award. See [Program Assistance Letter 2014-08](#): Health Center Program Requirements Oversight.

II. Award Information

1. Type of Award

Funding will be provided in the form of a grant.

2. Summary of Funding

This program will provide funding for Federal fiscal years 2015-2016. Up to \$100 million is expected to be available annually to fund approximately 150 grantees at a level not to exceed \$650,000 per year. The project period is two years. Funding beyond the first year is dependent on the availability of appropriated funds in subsequent years, compliance with applicable statutory and regulatory requirements, demonstrated organizational capacity to accomplish the project's goals, and a determination that continued funding is in the best interest of the Federal government. NAP awards are subject to restrictions (e.g., salary limitation) based on appropriations provisions. Such determinations are made through the annual appropriations process.

HRSA has established an **annual ceiling of \$650,000** for Health Center Program funding for NAP grants. The ceiling is the **maximum amount of funding** that can be requested annually in a NAP grant application regardless of the number and/or type of new access points to be supported and/or populations to be served through the application. The total request for Health Center Program grant support **MUST NOT** exceed the established annual ceiling of \$650,000 in Year 1 or Year 2. Applications that present a request for support in excess of the established annual ceiling in either year will be considered ineligible for review.

Of the \$650,000, applicants may request Health Center Program grant funding up to \$150,000 in Year 1 only for one-time minor capital costs for equipment and/or minor alterations/renovations (see [Appendix D](#)).

It is possible that not all applicants approved and funded will receive the maximum grant support. Federal funding levels will be reviewed prior to a final funding decision and may be adjusted based on the organization's past performance and/or an analysis of experience related to patient projections, operating costs, utilization, provider staffing, and revenue generation. Federal funding levels may also be adjusted based on analysis of the budget and cost factors. See [Appendix E](#) for budget presentation instructions.

III. Eligibility Information

1. Eligible Applicants

Applicants must meet all of the following eligibility requirements. **Applications that do not demonstrate the eligibility requirements will be considered non-responsive and will not be considered for NAP funding.**

Note: It is very important that applicants correctly identify their application type.

- New Start: An organization that does not currently receive Health Center Program operational grant funding. Select "New" on Application Form SF-424.
 - Satellite: An organization that currently receives Health Center Program operational grant funding. Select "Revision" on Application Form SF-424 (see detailed instructions in [Section IV.2.i](#)).
1. Applicant is a public or nonprofit private entity, including tribal, faith-based, and community-based organizations. Applicant demonstrates current status by submitting:
 - Signed articles of incorporation ([Attachment 9](#)) AND
 - Proof of nonprofit status or proof of public agency status ([Attachment 12](#)).
 2. Applicant does not apply on behalf of another organization. The grant recipient is expected to perform a substantive role in the project and meet the program requirements; therefore, it is the applicant organization, as indicated on the SF-424, that must meet all eligibility criteria.
 3. Applicant proposes a new access point project (across all proposed sites) that:
 - a) Provides comprehensive primary medical care as its main purpose as documented on Form 1A: General Information Worksheet (number of projected medical patients is greater than projected patients for other service types).
 - b) Provides services without regard to ability to pay either directly onsite or through established arrangements as documented on Form 5A: Services Provided.

- c) Ensures access to services for all individuals in the targeted service area or population (e.g., cannot exclusively serve a single age group (e.g., children or geriatric), racial/ethnic group, or health issue/disease category (e.g., HIV/AIDS)).
4. Applicant proposes at least one new access point that is a permanent service delivery site that provides comprehensive primary medical care as its main purpose and operates for a minimum of 40 hours per week as documented on Form 5B: Service Sites. A permanent site is a fixed building location. A mobile van is not considered a permanent site.
5. Application proposes to establish a new access point that is not currently a site in the approved scope of project of any Health Center Program grantee¹, based on Form 5B. In other words, the application **DOES NOT** propose:
- funding to support the relocation or consolidation of currently approved sites,
 - the expansion of capacity (e.g., additional providers, additional patients, new services, new populations) at any site already in any Health Center Program grantee's approved scope of project, including those pending verification via Change in Scope or capital development grants (i.e., Capital Development or Building Capacity), or
 - a site proposed through an active Change in Scope request or Health Center Program (H80) funding opportunity at the time of application.

Tools are available to assist applicants in determining current Health Center Program grantee sites and the location of safety-net service providers in their proposed service area, including the UDS Mapper (<http://www.udsmapper.org>) and Find a Health Center (<http://findahealthcenter.hrsa.gov>).

6. Applicant requests annual Health Center Program funding (as presented on the SF-424A) that **DOES NOT** exceed the established annual ceiling of \$650,000 in Years 1 or 2.
7. Applicant adheres to the **200-page limit** on the length of the application when printed by HRSA. See [Tables 1-5](#) for specific information regarding the documents included in the 200-page limit.
8. **NEW START APPLICANTS ONLY:** Applicant proposes to serve a defined geographic area that is federally-designated, in whole or in part, as a Medically Underserved Area (MUA) or Medically Underserved Population (MUP). If the area is not currently federally-designated as an MUA or MUP, the applicant must provide documentation that a request for designation has been submitted; designation must be received prior to a final HRSA FY 2015 NAP funding decision. *Note: If the applicant is requesting funding only for MHC, HCH, and/or PHPC, the applicant is not required to have a MUA/MUP designation for the proposed service area and/or target population. See [Section I.3](#) for definitions of the MHC, HCH, and PHPC populations.*

¹ A current Health Center Program look-alike may propose the site(s) currently included in its Health Center Program look-alike scope of project, as well as new site(s), since look-alikes do not receive Health Center Program grant funding.

Note: SATELLITE APPLICANTS ONLY: Organizations that received initial Health Center Program funding in FY 2013 or 2014 are eligible to apply for New Access Point funding only if at least one proposed site has been verified operational by the application submission date.

2. Cost Sharing/Matching

Cost sharing or matching is not a requirement for this funding opportunity. Under 42 CFR 51c.203, HRSA will take into consideration whether and to what extent an applicant plans to secure and maximize Federal, state, local, and private resources to support the proposed project. See [Appendix E](#) for guidelines pertaining to the budget presentation.

3. Other

Applications that exceed the page limit referenced in [Section IV.2](#), exceed the ceiling amount, or fail to satisfy the deadline requirements referenced in [Section IV.3](#) will be deemed non-responsive and will not be considered for funding.

NOTE: Multiple applications from an organization are not allowable. If more than one NAP application is submitted, HRSA will only accept the last application received in Grants.gov before the deadline and its corresponding application components submitted in HRSA EHB.

Supplement Not Supplant

Grants awarded for Health Care for the Homeless and Public Housing Primary Care projects must supplement and not supplant the expenditures of the health center and the value of in kind contributions for the delivery of services to these populations (see Sections 330(h)(3) and 330(i)(2) of the Public Health Service Act).

IV. Application and Submission Information

1. Address to Request Application Package

Application Materials and Required Electronic Submission Information

HRSA *requires* applicants for this funding opportunity announcement to apply electronically through Grants.gov and HRSA EHB. Applicants must download the SF-424 application package associated with this funding opportunity and follow the directions provided at Grants.gov and included in the [HRSA Electronic Submission User Guide](#), available online at <http://www.hrsa.gov/grants/apply/userguide.pdf>.

Grants.gov

To submit an application electronically, use the APPLICANTS section at <http://www.grants.gov>. To download a copy of the application package and FOA, search grant opportunities using the funding opportunity number HRSA-15-016. Complete the application package off-line, and then upload and submit the application via Grants.gov. See [Table 1](#) for the application components required to be submitted in Grants.gov.

It is essential that each organization *immediately register* in Grants.gov and become familiar with the Grants.gov application process. The registration process must be complete in order to submit an application. Applicants must first register in the System for Award Management (SAM) before registering in Grants.gov. **SAM registration must be updated every 12 months.** As registration may take up to one month, start the process as soon as possible. Instructions on how to register, tutorials, and FAQs are available on the Grants.gov Web site at <http://www.grants.gov/web/grants/applicants.html>. Assistance is also available from the Grants.gov Contact Center 24 hours a day, 7 days a week (excluding Federal holidays) at support@grants.gov or 1-800-518-4726.

2. Content and Form of Application Submission

HRSA uses a two-tier submission process for NAP applications via Grants.gov and HRSA Electronic Handbooks (EHB).

Step 1 – Grants.gov: Must be completed and successfully submitted by 11:59 PM ET on August 20, 2014.

Step 2 – HRSA EHB: Must be completed and successfully submitted by 8:00 PM ET on October 7, 2014.

Only applicants who successfully submit an application in Grants.Gov (Step 1) by the due date may submit the required additional information in HRSA EHB (Step 2). You must track your application using the Grants.gov tracking number (GRANTXXXXXXXX) provided in the confirmation email from Grants.gov. See <http://www.grants.gov/web/grants/applicants/track-my-application.html>. Be sure the application is validated by Grants.gov prior to the Grants.gov application deadline.

Note: Applicants can only begin Step 2 in HRSA EHB after Step 1 in Grants.gov has been completed (no later than the due date/time) and HRSA has assigned the application a tracking number. Applicants will be notified by email when the application is ready within HRSA EHB for the completion of Step 2. This email notification will be sent within 7 business days of the Step 1 submission.

The [HRSA Electronic Submission User Guide](#) provides general instructions for application submission. You must submit the information outlined in the Guide in addition to the program specific information below. All applicants are responsible for reading and complying with the instructions included in the [HRSA Electronic Submission User Guide](#) except where instructed in this funding opportunity announcement to do otherwise.

Application Page Limit

The total size of all uploaded files may not exceed the equivalent of 200 pages when printed by HRSA. See [Tables 1-5](#) for information about the application components included in the page limit. **Electronic submissions are subject to an automated page count, and those exceeding the limit are automatically rejected.**

Applications must be complete, within the 200-page limit, and submitted prior to the deadline to be considered under this announcement.

HRSA EHB

To submit the application in HRSA EHB, the Authorizing Official (AO) and other application preparers must register in EHB at <https://grants.hrsa.gov/webexternal/home.asp>.

Once an individual is registered, the user can search for an existing organization using the **10-digit grant number** from the **Notice of Award** or the **EHB Tracking Number** provided via e-mail within seven business days of successful Grants.gov submission.

For more information on the EHB registration process, refer to the HRSA EHB online help feature available at <https://grants.hrsa.gov/webexternal/help/hlpTOC.asp>. Following registration, EHB users must complete a validation step before they can complete the application.

For assistance with HRSA EHB registration, refer to <http://www.hrsa.gov/grants/manage/ehbregistration.pdf> or contact the HRSA Contact Center Monday through Friday, 9:00 a.m. to 5:30 p.m. ET (excluding Federal holidays) at:

- 877-464-4772
- TTY for hearing impaired: 877-897-9910
- CallCenter@hrsa.gov

For assistance with completing and submitting an application in HRSA EHB, contact the BPHC Helpline Monday through Friday, 8:30 a.m. to 5:30 p.m. ET (excluding Federal holidays) at:

- 877-974-2742
- BPHCHelpline@hrsa.gov

Application Format

The following tables detail the two-tier submission process for NAP applications via Grants.gov and HRSA EHB. Table 1 includes the components required to complete Step 1 of the application process through Grants.gov. Tables 2 through 5 list the components that are submitted through EHB to complete Step 2 of the application process.

In the Form Type column of Tables 1-5, the word “Form” refers to a document that must be downloaded, completed in the template provided, and then uploaded. “E-Form” refers to forms that are completed online in EHB and therefore do not require downloading or uploading. “Document” refers to a document to be uploaded as an attachment.

In [Tables 2-3](#), documents and forms marked “C” (required for completeness) will be used to determine if an application is complete. Applications that fail to include all forms and documents indicated as required for completeness will be considered incomplete or non-responsive and will not be considered for funding. Failure to include documents marked “R” (required for review) may negatively impact an application’s objective review score.

Table 1: Step 1 – Submission through Grants.gov

<http://www.grants.gov>

- Complete and submit the following application components by the Grants.gov deadline. These forms are available in the Grants.gov application package.
- It is mandatory to follow the instructions provided in this section to ensure that your application can be printed efficiently and consistently for review.
- Failure to follow the instructions may make your application non-responsive. Non-responsive applications will not be considered under this funding opportunity announcement.
- For electronic submissions, no table of contents is required for the entire application. HRSA will construct an electronic table of contents in the order specified.
- Limit file attachment names to 50 characters or less. Do not use special characters (e.g., %, /, #) or spacing in the file name. An underscore (_) may be used to separate words in a file name. Attachments will be rejected by Grants.gov if special characters are included or if file names exceed 50 characters.

Application Component	Form Type	Instruction	Counted in Page Limit (Y/N)
Application for Federal Assistance (SF-424)	Form	<p>Prepare according to instructions provided in the form itself (mouse over fields for specific instructions) and the following guidelines:</p> <ul style="list-style-type: none"> • Box 2: Type of Applicant: Incorrect selection may delay EHB access. <ul style="list-style-type: none"> ▪ NEW STARTS select New (new applicants) ▪ SATELLITES select Revision, then choose Other and type Supplement and your H80 grant number (current grantees) • <i>Boxes 4 and 5a:</i> Leave blank. • <i>Box 5b: Federal Award Identifier:</i> 10-digit grant number (H80...) found in box 4b from the most recent Notice of Award for current section 330 grantees. New applicants should leave this blank. • <i>Box 8c: Organizational DUNS:</i> Applicant organization's DUNS number. See http://www.whitehouse.gov/omb/grants/duns_num_guide.pdf. • <i>Box 8f: Name and Contact Information of Person to be Contacted on Matters Involving this Application:</i> Provide the Project Director's name and contact information. <p>Note: If, for any reason, the Project Director will be out of the office between the Grants.gov submission date and the project period start date, ensure that the email Out of Office Assistant is set so HRSA will be aware of whom to contact if</p>	N

Application Component	Form Type	Instruction	Counted in Page Limit (Y/N)
		<p>issues arise with the application and a timely response is required.</p> <ul style="list-style-type: none"> • <i>Box 11: Catalog of Federal Domestic Assistance Number: 93.527</i> • <i>Box 14: Areas Affected by Project:</i> Provide a summary of the areas to be served (e.g., if entire counties are served, cities do not need to be listed) and upload it as a Word document. • <i>Box 15: Descriptive Title of Applicant's Project:</i> Type the title of the FOA (New Access Point) and upload the project abstract. The abstract WILL count toward the page limit. • <i>Box 16: Congressional Districts:</i> Provide the congressional district where the administrative office is located in 16a and the congressional districts to be served by the proposed project in 16b. If information will not fit in the boxes provided, attach a Word document. • <i>Box 17: Proposed Project Start and End Date:</i> Provide the start date (May 1, 2015) and end date (April 30, 2017) for the proposed two-year project period. • <i>Box 18: Estimated Funding:</i> Complete the required information based on the funding request for the first year of the proposed project period. • <i>Box 19: Review by State:</i> See Section IV.4 for guidance in determining applicability. • <i>Box 21: Authorized Representative:</i> The electronic signature in Grants.gov (created when the Grants.gov forms are submitted) is the official signature when applying for a NAP grant. The form should NOT be printed, signed, and mailed to HRSA. 	
Project Summary/Abstract	Document (Attachment)	Type the title of the funding opportunity and upload the project abstract in Box 15 of the SF-424. See instructions in Section IV.2.i .	Y
SF-424B: Assurances – Non-Construction Programs	Form	Complete the Assurances form.	N
Additional Congressional District(s) (as applicable)	Document (Attachment)	Upload a list of additional Congressional Districts served by the project if all districts served will not fit in 16b of the SF-424.	Y
Project Performance Site Location(s)	Form	Provide administrative site information AND information about all proposed NAP sites. A list of additional sites may be uploaded as necessary.	N

Application Component	Form Type	Instruction	Counted in Page Limit (Y/N)
Grants.gov Lobbying Form	Form	Provide the requested contact information at the bottom of the form.	N
SF-LLL: Disclosure of Lobbying Activities (as applicable)	Form	Complete the form only if lobbying activities are conducted.	N

Within seven business days following successful submission of the required items in Grants.gov, you will be notified by HRSA confirming the successful receipt of your application and requiring the Project Director and Authorized Organization Representative to submit additional information in HRSA EHB. Your application will not be considered complete unless you review and validate the information submitted through Grants.gov and submit the additional required portions of the application through HRSA EHB.

Table 2: Step 2 – Submission through HRSA Electronic Handbooks (EHB)

<https://grants.hrsa.gov/webexternal>

- Complete and submit the following application components in EHB.
- It is mandatory to follow the provided instructions to ensure that your application can be printed efficiently and consistently for review.
- Failure to follow the instructions may make your application non-responsive. Non-responsive applications will not be considered for funding.
- Limit file names for documents to 100 characters or less. Documents will be rejected by EHB if file names exceed 100 characters.

Application Component	Required for Completeness (C)/Review(R)	Form Type	Instruction	Counted in Page Limit (Y/N)
Project Narrative	C	Document	Upload the Project Narrative. See instructions in Section IV.2.ix .	Y
SF-424A: Budget Information – Non-Construction Programs	C	E-Form	Complete Sections A, B, C, and E. Complete Section F if applicable. See instructions in Appendix E .	N
Budget Justification	C	Document	Upload the Budget Justification in the Budget Narrative Attachment Form field. See instructions in Appendix E .	Y
Attachments	Varies	Documents	See Table 3 .	Varies
Program Specific Forms	R	Varies	See Table 4 .	N
Program Specific Information	R	Varies	See Tables 4 and 5 .	N

Table 3: Attachments Submission through HRSA EHB (Step 2 continued)

- To ensure that attachments are organized and printed in a consistent manner, follow the order provided below.
- Number the electronic attachment pages sequentially, resetting the numbering for each attachment (i.e., start at page 1 for each attachment).
- Merge similar documents (e.g., Letters of Support) into a single document. Add a table of contents page specific to the attachment.
- Limit file names for documents to 100 characters or less. Documents will be rejected by EHB if file names exceed 100 characters.
- If the attachments marked “required for completeness” are not uploaded, the application will be considered incomplete and non-responsive, thereby making it ineligible. Ineligible applications will not proceed to Objective Review.
- If the attachments marked “required for review” are not uploaded, the application’s Objective Review score may be negatively impacted.

Attachment	Required for Completeness (C)/Review(R)	Form Type	Instruction	Counted in Page Limit (Y/N)
Attachment 1: Service Area Map and Table	R	Document	Upload a map of the service area for the proposed project, indicating the organization’s proposed new access point(s) listed in Form 5B and any current sites (as applicable). The map must clearly indicate the proposed service area zip codes, any medically underserved areas (MUAs) and/or medically underserved populations (MUPs), and Health Center Program grantees, look-alikes, and other health care providers serving the proposed zip codes. Maps should be created using UDS Mapper (http://www.udsmapper.org). Include a corresponding table that lists each zip code tabulation area (ZCTA) in the service area, the number of Health Center Program grantees serving each ZCTA, the dominant grantee serving the ZCTA and its share of Health Center Program patients, total population, total low-income population, total Health Center Program grantee patients, and patient penetration levels for each ZCTA and for the overall proposed service area. This table will be automatically created in UDS Mapper when the map is created. See http://www.hrsa.gov/grants/apply/assistance/nap for samples. For a tutorial on how to create a map, see How To’s: Create a Service Area Map and Data Table at http://www.udsmapper.org/tutorials.cfm .	Y
Attachment 2: Implementation Plan	C	Document	Upload the NAP Implementation Plan. Refer to Appendix C for detailed instructions and see http://www.hrsa.gov/grants/apply/assistance/nap for a sample.	Y

Attachment	Required for Completeness (C)/Review(R)	Form Type	Instruction	Counted in Page Limit (Y/N)
Attachment 3: Applicant Organizational Chart	R	Document	Upload a one-page document that depicts the applicant's organizational structure, including the governing board, key personnel, staffing, and any sub-recipients or affiliated organizations.	Y
Attachment 4: Position Descriptions for Key Management Staff	R	Document	Upload position descriptions for key management staff: Chief Executive Officer (CEO), Chief Clinical Officer (CCO), Chief Financial Officer (CFO), Chief Information Officer (CIO), Chief Operating Officer (COO), and Project Director (PD). Indicate on the position descriptions if key management positions are combined and/or part time (e.g., CFO and COO roles are shared). Each position description should be limited to one page and must include, at a minimum, the position title; description of duties and responsibilities; position qualifications; supervisory relationships; skills, knowledge, and experience requirements; travel requirements; salary range; and work hours.	Y
Attachment 5: Biographical Sketches for Key Management Staff	R	Document	Upload biographical sketches/resumes for key management staff: CEO, CCO, CFO, CIO, COO, and PD. Biographical sketches/resumes should not exceed two pages each. When applicable, biographical sketches/resumes must include training, language fluency, and experience working with the cultural and linguistically diverse populations to be served. If an identified individual is not yet hired, include a letter of commitment from that person with the biographical sketch/resume.	Y

Attachment	Required for Completeness (C)/Review(R)	Form Type	Instruction	Counted in Page Limit (Y/N)
<p>Attachment 6: Co-Applicant Agreement (required for public center applicants that have a co-applicant board)</p> <p>Note: Public centers were referred to as “public entities” in the past.</p>	<p>C as applicable</p>	<p>Document</p>	<p>Public center applicants that have a co-applicant board must submit, in its entirety, the formal co-applicant agreement signed by both the co-applicant governing board and the public center.</p> <p>Note: Public centers that receive section 330 funding must comply with all applicable governance requirements and regulations. In cases where the public center’s board cannot directly meet all applicable health center governance requirements, a separate co-applicant health center governing board must be established that meets all the section 330 governance requirements. When a public center has a co-applicant board, the public center and co-applicant board must have a formal co-applicant agreement that stipulates roles, responsibilities, and the delegation of authorities of each party in the oversight and management of the public health center, detailing any shared roles and the responsibilities of each party in carrying out governance functions.</p>	<p>Y</p>
<p>Attachment 7: Summary of Contracts and Agreements</p>	<p>R as applicable</p>	<p>Document</p>	<p>Upload a BRIEF SUMMARY describing all current or proposed patient service-related contracts and agreements supporting the proposed project. The summary must address the following items for each contract or agreement:</p> <ul style="list-style-type: none"> • Name and contact information for each affiliated agency. • Type of contract or agreement (e.g., contract, affiliation agreement). • Brief description of the purpose and scope of each contract or agreement (i.e., type of services provided, how/where services are provided). • Timeframe for each contract or agreement. <p>For required services provided by a formal written referral agreement/arrangement, explain how the services will be provided on a sliding fee scale that meets Health Center Program requirements and will be accessible regardless of ability to pay. If a contract or agreement will be attached to Form 8, denote this with an asterisk (*).</p>	<p>Y</p>

Attachment	Required for Completeness (C)/Review(R)	Form Type	Instruction	Counted in Page Limit (Y/N)
Attachment 8: Independent Financial Audit	C	Document	Upload the applicant organization's most recent audit. The audit must include all balance sheets, profit and loss statements, audit findings, management letter (or a signed statement that no letter was issued with the audit), and noted exceptions. Organizations that have been operational less than one year and do not have an audit may submit monthly financial statements for the most recent six-month period. Organizations that are not yet operational and/or do not have an audit or financial statements must provide a detailed explanation of the situation, including supporting documentation.	N
Attachment 9: Articles of Incorporation (required for nonprofit organizations)	R	Document	Upload the official signatory page (including state seal) of the applicant organization's Articles of Incorporation. Public centers with a co-applicant, upload the co-applicant's Articles of Incorporation.	Y
Attachment 10: Letters of Support	R	Document	Upload current dated letters of support addressed to the appropriate organizational contact (e.g., board, CEO) to document commitment to the project. See the COLLABORATION section of the Project Narrative for details on required letters of support. As necessary, applicants may provide a list of additional letters that are available onsite. Letters of support that are not submitted with the application will not be considered by reviewers.	Y
Attachment 11: Sliding Fee Discount Schedule(s)	R	Document	Upload the current or proposed sliding fee discount schedule(s). The scale(s) must correspond to a schedule of charges for which discounts are adjusted based on the patient's ability to pay and apply only to persons with incomes between 100-200 percent of the Federal poverty level (see the Federal poverty guidelines at http://aspe.hhs.gov/poverty). The discount schedule must provide a full discount to individuals with annual incomes at or below 100% of the Federal poverty guidelines (only nominal fees may be charged).	Y
Attachment 12: Evidence of Nonprofit or Public Center Status	C for NEW START	Document	Upload the applicant organization's evidence of nonprofit or public center status. Private Nonprofit: A private, nonprofit organization must submit any	Y

Attachment	Required for Completeness (C)/Review(R)	Form Type	Instruction	Counted in Page Limit (Y/N)
	Applicants Only		<p>one of the following as evidence of its nonprofit status:</p> <ul style="list-style-type: none"> • A reference to the organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code. • A copy of a currently valid IRS tax exemption certificate. • A statement from a state taxing body, state Attorney General, or other appropriate state official certifying that the applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals. • A certified copy of the organization's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the organization. • Any of the above proof for a state or national parent organization, and a statement signed by the parent organization that the applicant organization is a local nonprofit affiliate. <p>Public Center: Consistent with Policy Information Notice 2010-10 (http://bphc.hrsa.gov/policiesregulations/policies/pin201001.html), applicants must provide documentation demonstrating that the organization qualifies as a public agency (e.g., health department, university health system) for the purposes of section 330 of the PHS Act, as amended. Any of the following are acceptable:</p> <ol style="list-style-type: none"> 1. Affirm Instrumentality Letter (4076C) from the IRS or a letter of authority from the Federal, state, or local government granting the entity one or more sovereign powers. 2. A determination letter issued by the IRS providing evidence of a past positive IRS ruling or other documentation demonstrating that the organization is an instrumentality of government, such as documentation of the law that created the organization or documentation showing that the state or a political subdivision of the state controls the organization. 3. Formal documentation from a sovereign state's taxing authority 	

Attachment	Required for Completeness (C)/Review(R)	Form Type	Instruction	Counted in Page Limit (Y/N)
			equivalent to the IRS granting the entity one or more governmental powers.	
Attachment 13: Floor Plans	R	Document	Provide floor plans of the proposed new access point(s), including proposed exam rooms and waiting area(s).	Y
Attachment 14: Corporate Bylaws	C	Document	Upload (in entirety) the applicant organization's most recent bylaws. Bylaws must be signed and dated by the appropriate individual indicating review and approval by the governing board.	Y
Attachment 15: Other Relevant Documents	R	Document	If desired, include other relevant documents to support the proposed project (e.g., charts, organizational brochures, lease agreements). If the site is/will be leased, lease/intent to lease documents must be included in this attachment.	Y

Table 4: Program Specific Forms and Information Submission through HRSA EHB (Step 2 continued)

<https://grants.hrsa.gov/webexternal>

- With the exception of Form 3, all Program Specific Forms will be completed online in HRSA EHB. Refer to [Appendix A](#) for instructions.
- The Clinical and Financial Performance Measures Forms will be completed online in HRSA EHB. Refer to [Appendix B](#) for instructions.
- The Program Specific Forms and Program Specific Information forms DO NOT count against the page limit.

Program Specific Form/Information	Form Type	Instruction
Form 1A : General Information Worksheet	E-Form	Required
Form 1B : BPHC Funding Request Summary	E-Form	Required
Form 1C : Documents on File	E-Form	Required
Form 2 : Staffing Profile	E-Form	Required for Year 1 and Year 2
Form 3 : Income Analysis	Form	Required for Year 1 and Year 2
Form 4 : Community Characteristics	E-Form	Required
Form 5A : Services Provided	E-Form	Required
Form 5B : Service Sites	E-Form	Required
Form 5C : Other Activities/Locations	E-Form	If applicable
Form 6A : Current Board Member Characteristics	E-Form	Required
Form 8 : Health Center Agreements	E-Form	Required
Form 9 : Need for Assistance Worksheet	E-Form	Required
Form 10 : Annual Emergency Preparedness Report	E-Form	Required
Form 12 : Organization Contacts	E-Form	Required
Summary Page	E-Form	Required
Clinical and Financial Performance Measures	E-Forms	Required

Table 5: Program Specific Information for One-Time Funding Submission through HRSA EHB (Step 2 continued)

- Items in this table are required, unless otherwise noted, for applicants requesting one-time funds for minor alteration/renovation with or without equipment.
- Refer to [Appendix D](#) for detailed instructions for the Program Specific Information for One-Time Funding.
- The Program Specific Information for One-Time Funding forms DO NOT count against the page limit.

Program Specific Information	Form Type	Instruction
Equipment List	E-Form	Required for applicants that are requesting one-time funds for equipment
Alteration/Renovation (A/R) Project Cover Page	E-Form	Required for applicants that are requesting one-time funds for minor alteration/renovation with or without equipment
Other Requirements for Sites	E-Form	Required for applicants that are requesting one-time funds for minor alteration/renovation with or without equipment
Environmental Information and Documentation (EID)	Form	Required for applicants that are requesting one-time funds for minor alteration/renovation with or without equipment
A/R Budget Justification	Document	Required for applicants that are requesting one-time funds for minor alteration/renovation with or without equipment
Schematic Drawings	Document	Required for applicants that are requesting one-time funds for minor alteration/renovation with or without equipment
Landlord Letter of Consent	Document	If applicable

Failure to include all forms and documents indicated as “required for completeness” will result in an application being considered incomplete or non-responsive. Failure to include documents indicated as “required for review” may negatively impact an application’s objective review score.

Application Preparation

The NAP technical assistance Web site (<http://www.hrsa.gov/grants/apply/assistance/nap>) provides essential resources for application preparation. Throughout the application development and preparation process, applicants are encouraged to work with the appropriate Primary Care Associations (PCAs), Primary Care Offices (PCOs), and/or National Cooperative Agreements (NCAs) in determining their readiness to develop a quality, competitive NAP application. For a complete listing of PCAs, PCOs, and NCAs, refer to <http://www.bphc.hrsa.gov/technicalassistance/partnerlinks>. General application resources can also be accessed online at <http://www.hrsa.gov/grants/apply/index.html>.

Only materials included with an application submitted by the announced deadlines will be considered. Supplemental materials submitted after the application deadlines, and letters of support sent directly to HHS, HRSA, or BPHC will **not** be added to an application for consideration by the Objective Review Committee.

Program-Specific Instructions

i. *Project Abstract*

In Grants.gov, upload a single-spaced, one-page summary of the application in Box 15 of the SF-424. Because the abstract is often distributed to provide information to the public and Congress, ensure that it is clear, accurate, concise, and without reference to other parts of the application.

Place the following at the top of the abstract:

- Project Title: New Access Point
- Applicant Name
- Address
- Project Director Name
- Phone Numbers (voice, fax)
- E-Mail Address
- Web Site Address (if applicable)
- Congressional District(s) for the Applicant Organization and Proposed Service Area
- Amount and Types of Health Center Program Funding Requested in this Application (i.e., CHC, MHC, HCH, and/or PHPC)
- Current Federal Funding Received (including HRSA funding)

Include the following in the body of the abstract:

- A brief overview/history of the organization, the community to be served, and the target population.
- How the proposed project will address the need for comprehensive primary health care services in the community and target population.
- Number of proposed new patients, visits, and providers; service delivery sites and locations; and services to be provided.

ii. *Project Narrative*

In HRSA EHB, upload a Project Narrative that provides a comprehensive description of all aspects of the proposed NAP project. The Project Narrative must be succinct, consistent with other application components, and well organized so that reviewers can fully understand the proposed project. The Project Narrative should:

- Demonstrate the applicant's compliance with Health Center Program requirements (see [Appendix F](#)).
- Address the specific Review Criteria (see [Section V](#)) in the areas specified (i.e., Project Narrative, form, or attachment). Unless specified, attachments should not be used to extend the Project Narrative.
- Reference attachments and forms as needed to clarify information about patients, sites, geographic boundaries, demographic data, and proposed key management staff. Referenced items must be part of the HRSA EHB submission.

A **NEW START** applicant must ensure that the Project Narrative reflects the entire proposed scope of project (all of the proposed service area, populations, providers, services, and sites).

A **SATELLITE** applicant must ensure that the Project Narrative reflects **ONLY** the scope of project **for the proposed new access point(s)**. However, reference may be made in the Project Narrative to current sites, services, policies, procedures, and capacity as they **specifically** relate to the new access point(s) (e.g., experience, transferrable procedures).

The Project Narrative must be organized using the following section headers (***NEED, RESPONSE, COLLABORATION, EVALUATIVE MEASURES, RESOURCES/CAPABILITIES, GOVERNANCE, SUPPORT REQUESTED***). The following framework indicates where the requested information should appear in the appropriate section of the Project Narrative, forms, and attachments.

NEED

Information provided in the Need Section must serve as the basis for, and align with, the proposed activities and goals described throughout the application.

- 1) Using current, relevant data, describe the characteristics of the target population within the proposed service area by:
 - Completing [Form 9](#): Need for Assistance Worksheet (see [Appendix A](#)) that quantitatively compares target population health care needs to national median and severe benchmark data.
 - Describing the following factors in narrative format and how they impact access to primary health care, health care utilization, and health status, citing data resources, including local target population needs assessments when available:
 - a) Geographical/transportation barriers (consistent with [Attachment 1](#)).
 - b) Unemployment, income level, and/or literacy.
 - c) Lack of insurance coverage.
 - d) Health disparities.

- e) Any unique health care needs of the target population (e.g., black lung disease, lyme disease).
 - f) Cultural/ethnic factors, including language barriers (consistent with [Form 4](#)).
- 2) **Applicants requesting special population funding** (see [Section I.3](#) for definitions of MHC, HCH, and PHPC) to serve migratory and seasonal agricultural workers, people experiencing homelessness, and/or residents of public housing: Describe the specific health care needs and access issues of the proposed special population(s), using data **specific to the proposed service area and target population**.
- a) Migratory and Seasonal Agricultural Workers needs/access issues, including agricultural environment (e.g., crops and growing seasons, demand for labor, number of temporary workers), approximate period(s) of residence of migratory workers and their families, availability of local providers to provide primary care services during these times, and occupation-related factors (e.g., working hours, housing, hazards including pesticides and other chemical exposures).
 - b) People Experiencing Homelessness needs/access issues, such as the number of providers treating people experiencing homelessness and availability of homeless shelters and affordable housing.
 - c) Residents of Public Housing needs/access issues, such as the availability of public housing and the availability of accessible providers for residents in the targeted public housing communities.
- 3) Describe other primary health care services currently available in the service area (consistent with [Attachment 1](#)) including whether they also serve the applicant's target population. Specifically list existing Health Center Program grantees, look-alikes, rural health clinics, critical access hospitals, and other major primary care providers serving the proposed zip codes, including the location and proximity to the proposed new access point(s), referencing [Attachment 1](#). Justify the need for Health Center Program support by highlighting service gaps that the proposed new access point(s) will fill.
- 4) Describe the health care environment and any significant changes that have affected the availability of health care services, including:
- a) Changes in insurance coverage, including Medicaid, Medicare, and Children's Health Insurance Program (CHIP). Specifically discuss changes that have resulted from Affordable Care Act implementation.
 - b) Changes in state/local/private uncompensated care programs.
 - c) Economic or demographic shifts (e.g., influx of immigrant/refugee population; closing of local hospitals, community health care providers, or major local employers).
 - d) Natural disasters or emergencies (e.g., hurricanes, flooding).
 - e) Changes affecting special populations.

RESPONSE

- 1) Within [Attachment 2](#) (see [Appendix C](#)), outline a plan for ensuring full program compliance² within 120 days of the Notice of Award by:
 - Detailing the action steps the applicant will take to ensure that within 120 days of the Notice of Award, all proposed site(s) on Form 5B will:
 - a) Be open and operational.³
 - b) Have appropriate staff and providers in place.
 - c) Begin to deliver services as proposed (consistent with Form [5A](#) and [5C](#)) to the target population.
 - Describing appropriate and reasonable time-framed tasks (i.e., developing operational policies/procedures; applying for billing numbers; formalizing referral agreements; provider/staff recruitment and retention; facility development/operational planning; information system acquisition/integration; risk management/quality assurance procedures; governance) that ensure compliance with Health Center Program requirements (see [Appendix F](#)). Reference relevant documentation (e.g., renovation plans, provider contracts and/or agreements, provider commitment letters) as needed.

Include in the project narrative a table that indicates where, within the application, compliance with the following Health Center Program requirements has been addressed. The table should indicate if the health center is currently compliant with Health Center Program requirements, where compliance with each requirement is described in the application, or, if the health center is currently NOT compliant with Health Center Program requirements, that the planned actions to become compliant are included in the Implementation Plan.

² For health centers that are currently operational and compliant with program requirements, the Implementation Plan should demonstrate the new access point's compliance with program requirements and highlight changes in access to care, service expansion and outreach, new collaborations/partnerships, and any other changes that are expected to occur for each new access point within 120 days of the Notice of Award.

³ The requirement to be open and operational within 120 days is not the same as the requirement to achieve full operational capacity. Open and operational means that services/providers are available for the proposed patients/population at the new access point(s). Full operational capacity is defined as achieving the goals proposed in the NAP application and is expected within two years of award. Full operational capacity is determined by progress toward the projected provider and patient numbers when providing all of the services in the manner proposed in the application

Program Requirement	Currently Compliant (Indicate Where in Application Compliance is Described)	Planned Actions to Become Compliant Included in Implementation Plan
1. Needs Assessment		
2. Required and Additional Services		
3. Staffing for Health Services		
4. Accessible Hours of Operation/Locations		
5. After Hours Coverage		
6. Hospital Admitting Privileges and Continuum of Care		
7. Sliding Fee Discounts		
8. Quality Improvement/Assurance Plan		
9. Key Management Staff		
10. Contractual/Affiliation Agreements		
11. Collaborative Relationships		
12. Financial Management and Control Policies		
13. Billing and Collections		
14. Budget		
15. Program Data Reporting Systems		
16. Scope of Project		
17. Board Authority		
18. Board Composition		
19. Conflict of Interest Policy		

- 2) Describe the service delivery model(s) proposed to address health care needs identified in [NEED](#) section and how these model(s) are appropriate and responsive to identified health care needs, including specific needs of any special populations for which funding is sought (migratory and seasonal agricultural workers, people experiencing homelessness, and/or residents of public housing). The description must address the following:
- a) Site(s)/location(s) and service area where services will be provided (consistent with [Attachment 1](#), [Form 5B](#), and [Form 5C](#)).
 - b) Service site type (e.g., permanent, seasonal) for each site (consistent with [Form 5B](#)).
 - c) Hours of operation, including how scheduled hours will assure services are accessible and available at times that meet target population’s needs, with at least one delivery site operating 40 or more hours per week (consistent with [Forms 5B](#) and [5C](#)).
 - d) Professional after-hours care/coverage during hours when service sites or locations are closed.
 - e) For all proposed NAP sites that are currently operational, including Health Center Program look-alike sites, provide the current number of patients and describe how NAP funding and related benefits, such as medical malpractice insurance through the Federal

Tort Claims Act (FTCA) will allow the organization to increase the number of patients served.

- 3) Describe how proposed primary health care services (consistent with [Form 5A](#)) and other activities (consistent with [Form 5C](#)) are appropriate for the target population's needs. Description must include:
- Provision of required and additional clinical and non-clinical services, including whether these are provided directly or through established written arrangements and referrals (consistent with [Attachment 7](#)).
 - How services will be culturally and linguistically appropriate.
 - Method by which enabling services such as case management, outreach, and transportation are integrated into the primary health care delivery system, as well as any translation services for serving limited English proficiency population(s). Highlight enabling services designed to increase access for targeted special populations, if any.

Note: Health Care for the Homeless (HCH) applicants must document how substance abuse services will be made available either directly or via a formal written referral arrangement. Migrant Health Center (MHC) applicants must document how they will address any occupational health or environmental health hazards or conditions identified in the [NEED](#) section. Public Housing Primary Care (PHPC) applicants must document that the service plan was developed in consultation with residents of the targeted public housing.

- 4) Describe how the service delivery model(s) assures continuity of care and access to a continuum of care. The description must address:
- Continuity of care, including arrangements for admitting privileges for health center physicians at one or more hospitals (consistent with [Form 5C](#)). In cases where hospital privileges are not possible, include formal arrangement(s) with one or more hospitals to ensure continuity of care (consistent with [Attachment 7](#)).
 - A seamless continuum of care, including discharge planning, post-hospitalization tracking, patient tracking (e.g., shared electronic health records), and referral relationships for specialty care (including relationships with one or more hospitals), with an emphasis on working collaboratively to meet local needs.
- 5) Describe the proposed clinical team staffing plan (consistent with [Form 2](#)), include the mix of provider types and support staff necessary for:
- Providing services for the projected number of patients (consistent with [Form 1A](#)).
 - Assuring appropriate linguistic and cultural competence (e.g., bilingual/multicultural staff, training opportunities).
 - Carrying out required and additional health care services (as appropriate and necessary), either directly or through established written arrangements and referrals (consistent with [Form 5A](#) and [Attachment 7](#)).

Note: Contracted providers should not be included on [Form 2](#). Such providers (current/proposed) should be included in [Attachment 7](#). If a contract/agreement for core primary care providers is for a substantial portion of the proposed scope of project, include contract/agreement as an attachment to [Form 8](#).

- 6) Describe how the established schedule of charges is board-approved, consistent with locally prevailing rates, and designed to cover the reasonable cost of service operation (consistent with [Form 5A](#)).
- 7) Describe the sliding fee discount schedule(s) (consistent with [Attachment 11](#) and [Attachment 7](#)), including:
 - a) The process utilized to develop the sliding fee discount schedule(s).
 - b) Policies and procedures used to implement the sliding fee discount schedule(s), including provisions that assure that no patient will be denied service based on an inability to pay.
 - c) How the sliding fee discount schedule(s):
 - Are applied only for individuals and families with an annual income at or below 200 percent of the poverty rate according to the most current Federal Poverty Guidelines (available at <http://aspe.hhs.gov/poverty>).
 - Provide a full discount (no charge) or only a nominal charge for individuals and families with an annual income at or below 100 percent of the poverty rate.
 - d) How any nominal charges are determined. (Nominal charges may be collected from patients at and below 100 percent of the poverty rate only if a nominal charge is consistent with project goals and **does not** pose a barrier to receiving care.)
 - e) How often the governing board reviews and updates the sliding fee discount schedule(s) to reflect most recent Federal Poverty Guidelines.
 - f) How often the governing board evaluates and updates policies and procedures supporting implementation of the sliding fee discount schedule(s).
 - g) How patients are made aware of available discounts (e.g., signs posted in accessible and visible locations, registration materials, brochures, verbal messages delivered by staff).
 - h) How the applicant ensures that services that are provided by a formal written contract/agreement (where the applicant will pay for the service) will be included under the applicant's sliding fee discount schedule(s)
 - i) How the applicant ensures that services that are provided by a formal written referral arrangement/agreement are included under a sliding fee discount schedule that meets health center program requirements (items (b), (c), (d), and (g)).
- 8) Describe the organization's quality improvement/quality assurance (QI/QA) and risk management plan(s) including:
 - a) Accountability and communication throughout the organization for systematically improving the provision of quality health care, including a clinical director whose responsibilities clearly include oversight of the QI/QA program.
 - b) The process and parties responsible for developing, getting board approval and updating policies and procedures that support the QI/QA and risk management plan(s).
 - c) The process and parties responsible for provider licensure, credentials, and privileges – ensuring that all providers (e.g., employed, contracted, volunteers, locum tenens) are appropriately licensed, credentialed, and privileged to perform proposed services (consistent with [Form 5A](#)) at proposed sites/locations (consistent with Forms [5B](#) and [5C](#)).
 - d) Risk management procedures, including those related to patient grievance procedures and incident reporting and management.

- e) Monitoring the impact of the provision and efficiency of clinical services on the assessed health needs of the target population (e.g., clinical and financial performance measures).
- f) Maintenance of confidentiality of patient records throughout the continuum of care.
- g) Periodic assessment on the appropriateness of service utilization, quality of services delivered, and patient outcomes, conducted by physicians or other licensed health professionals under the supervision of physician, including peer review and systematic evaluation of patient records to identify areas for improvement in documentation of services provided either directly or through referral.
- h) Utilization of appropriate information systems (e.g., electronic health records, payment management systems) for tracking, analyzing, and reporting key performance data, including data necessary for 1) required performance measures and 2) tracking of diagnostic tests and other services provided to health center patients to ensure appropriate follow up and documentation in patient record.
- i) Utilization of QI results to improve performance.

Note: Clinical directors may be full or part-time staff and must have appropriate credentials (e.g., MD, NP, PA) to support the QI/QA plan as determined by needs and size of the health center.

- 9) Describe current or proposed efforts to ensure access to health care including:
 - a) Integration with the state health care delivery plan with respect to outreach, enrollment, and delivery system reform.
 - b) Facilitation of enrollment in new affordable health insurance options, including the Marketplace, Medicaid, and CHIP. Specifically describe how potentially-eligible individuals will be identified and informed of the new options; what type of assistance will be provided for determining eligibility; and what type of assistance will be provided to facilitate the relevant enrollment process.

COLLABORATION

- 1) Describe both formal and informal collaboration and coordination of services⁴ with other health care providers and community organizations. Specifically describe collaboration and coordination with the following:
 - a) Existing health centers (Health Center Program grantees and look-alikes)
 - b) Rural health clinics
 - c) Critical access hospitals
 - d) Other federally-supported grantees (e.g., Ryan White programs, Title V Maternal and Child Health programs)
 - e) Health departments
 - f) Private primary care providers
 - g) Programs serving the same target population (e.g., social services; job training; Women, Infants, and Children (WIC); community groups; school districts) and, if applicable,

⁴ Refer to <http://bphc.hrsa.gov/policiesregulations/policies/pal201102.html> for information on maximizing collaborative opportunities.

special population(s) for which funding is sought (e.g., Public Housing Authority, homeless shelters).

- h) If applicable, neighborhood revitalization initiatives such as the Department of Housing and Urban Development's Choice Neighborhoods, the Department of Education's Promise Neighborhoods, and/or the Department of Justice's Byrne Criminal Justice Innovation Program. If a neighborhood within your service area has been designated as a Promise Zone, discuss how you will collaborate with this effort (see http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/economicdevelopment/programs/pz).

Note: Formal collaborations (e.g., contracts, memoranda of understanding or agreement) should also be summarized in [Attachment 7](#).

- 2) Document support for the proposed project through current dated letters of support⁵ that reference specific coordination or collaboration from all of the following in the service area or within close proximity of the proposed new access point site(s):
- a) Health centers (Health Center Program grantees and look-alikes)
 - b) Rural health clinics
 - c) Critical access hospitals
 - d) Health departments
 - e) Private primary care provider groups serving low income and/or uninsured populations
 - f) Other community organizations (e.g., social service organization, school, homeless shelter)

If such providers/organizations do not exist in the service area, state this. If such letters cannot be obtained from providers/organizations in the service area, include documentation of efforts made to obtain the letters along with an explanation for why such letters could not be obtained. Letters of support should be consistent with providers shown on [Attachment 1](#).

- 3) Document support for the proposed project through a current dated letter of support from relevant State public agencies:
- a) State Health Departments/State Primary Care Offices
 - b) State Medicaid agencies

If such letters cannot be obtained, include documentation of efforts made to obtain the letters and an explanation why it could not be obtained.

Note: Merge all letters of support into a single document and submit it as [Attachment 10](#).

⁵ Letters of support should be addressed to the organization's board, CEO, or other appropriate key management staff member (e.g., Medical Director), not HRSA staff. Letters of support that are not submitted with the application will not be considered by reviewers.

EVALUATIVE MEASURES

- 1) Within the Clinical Performance Measures form (see detailed instructions in [Appendix B](#)), outline time-framed and realistic goals that are responsive to the needs identified in the **NEED** section. **NOTE: If baselines are not yet available, state when data will be available.** Goals should be limited to the proposed two-year project period. Specifically include:
 - a) Goals for improving quality of care and health outcomes in the areas of Diabetes, Cardiovascular Disease, Cancer, Prenatal Health, Perinatal Health, Child Health, Weight Assessment and Counseling for Children and Adolescents, Adult Weight Screening and Follow-Up, Tobacco Use Screening and Cessation, Asthma – Pharmacological Therapy, Coronary Artery Disease (CAD) – Lipid Therapy, Ischemic Vascular Disease (IVD) – Aspirin Therapy, Colorectal Cancer Screening, New HIV Cases With Timely Follow Up, Depression Screening and Follow Up, and Oral Health.
 - b) Goals relevant to the needs of migratory and seasonal agricultural workers, people experiencing homelessness, and/or residents of public housing for applicants seeking targeted special population funding. An applicant that is not requesting targeted funding but currently serves or plans to serve special population(s) is encouraged to include relevant goals reflecting the needs of these populations.
 - c) Measures (numerator and denominator) and data collection methodology for all goals.
 - d) A summary of at least one key factor anticipated to contribute to and one key factor anticipated to restrict progress toward the stated performance measure goals, and action steps planned for addressing described factors.

- 2) Within the Financial Performance Measures form (see detailed instructions in [Appendix B](#)), outline time-framed and realistic goals that are responsive to the organization’s financial needs. **NOTE: If baselines are not yet available, state when data will be available.** Goals should be limited to the two-year proposed project period. Specifically include:
 - a) Goals for improving the organization’s status in terms of costs and financial viability.
 - b) Measures (numerator and denominator) and data collection methodology for all goals.
 - c) A summary of at least one key factor anticipated to contribute to and one key factor anticipated to restrict progress toward the stated performance measure goals, and action steps planned for addressing described factors.

- 3) Describe the organization’s ongoing strategic planning process, including:
 - a) The role of the governing board in strategic planning
 - b) The role of key management staff and any other relevant individuals in strategic planning
 - c) The frequency of strategic planning meetings (e.g., annually, bi-annually)
 - d) Strategic planning products (e.g., strategic plan, operational plan)
 - e) How often and when health care needs of the target population were last assessed
 - f) How the target population’s health care needs and the related program evaluation results have been or will be incorporated into the organization’s ongoing strategic planning process
 - g) How the strategic planning process relates to the QI/QA plans
 - h) How the applicant organization’s financial status/performance are addressed

- 4) Describe the experience and skills of evaluation staff, in addition to the amount of time and effort proposed for staff to perform project evaluation activities.
- 5) Describe any established certified EHR system or any planned acquisition/development and implementation of certified EHR systems (including the number of sites) to be used for tracking patient and clinical data to achieve meaningful use and improve quality outcomes. Information about meaningful use is available at http://www.cms.gov/Regulations-and-Guidance/Legislation/EHRIncentivePrograms/Meaningful_Use.html.

RESOURCES/CAPABILITIES

- 1) Describe how the organizational structure (including any sub-recipients) is appropriate for the operational needs of the NAP project (consistent with [Attachments 2](#) and [3](#), and, as applicable, [Attachments 6⁶](#) and [7](#)), including how lines of authority are maintained from the governing board to the CEO/Executive Director down through the management structure.
- 2) Describe how the organization maintains appropriate oversight and authority in accordance with Health Center Program requirements over all contracted services, including (as applicable):
 - a) Current or proposed contracts and agreements summarized in [Attachment 7](#).
 - b) Sub-recipient arrangements⁷ referenced in [Form 8](#) (any “No” response to the Governance Checklist in [Form 8](#) must be explained).
- 3) Describe how the organization’s management team (CEO, CCO, CFO, CIO, and COO, as applicable):
 - a) Is appropriate and adequate for the scope of the proposed project, including operational and program oversight needs.
 - b) Has appropriately defined roles as outlined in [Attachment 4](#).
 - c) Possesses necessary skills and experience for the defined roles as demonstrated in [Attachment 5](#).
- 4) Describe the plan for recruiting and retaining health care providers necessary for achieving the proposed staffing plan for the proposed NAP(s) (consistent with [Form 2](#) and [Attachment 2](#)).

⁶ When a public center has a co-applicant board, the public center and co-applicant board must have a formal co-applicant agreement that stipulates roles, responsibilities, and the delegation of authorities of each party in the oversight and management of the public health center, detailing any shared roles and the responsibilities of each party in carrying out governance functions.

⁷ A sub-recipient is an organization that receives a subaward from a Health Center Program grantee to carry out a portion of the grant-funded scope of project. Sub-recipients must be compliant with all Health Center Program statutory and regulatory requirements, as well as applicable grant requirements specified in 45 CFR Part 74 or 45 CFR Part 92, as applicable. As a sub-recipient of section 330 funding, such organizations are eligible to receive FQHC benefits, including enhanced reimbursement as an FQHC, 340B drug discount pricing, and FTCA coverage. All sub-recipient arrangements must be documented through a formal written contract/agreement, and a copy must be provided to HRSA as an attachment to [Form 8](#). The grantee must demonstrate that it has systems in place to provide reasonable assurances that the sub-recipient organization complies with—and will continue to comply with—all statutory and regulatory requirements throughout the period of award.

- 5) Describe how the proposed service site(s) (consistent with [Form 5B](#)) are appropriate for implementing the service delivery plan in terms of the projected number of patients and visits (consistent with [Form 1A](#)). Attach floor plans for all proposed sites in [Attachment 13](#). If the site is leased, include lease/intent to lease documents in [Attachment 15](#).
- 6) Describe expertise in the following areas:
 - a) Working with the NAP target population.
 - b) Developing and implementing systems and services appropriate for addressing the NAP target population's identified health care needs (consistent with [Attachment 2](#)).

Note: Public Housing Primary Care (PHPC) applicants must specifically describe how residents of public housing were involved in the development of the NAP application and will be involved in administration of the proposed project.

- 7) Describe the processes in place to maximize collection of payments and reimbursement for services, including written policies and procedures for billing, credit, and collection.
- 8) Describe how the financial accounting and control systems, as well as related policies and procedures:
 - a) Are appropriate for the size and complexity of the organization.
 - b) Reflect Generally Accepted Accounting Principles (GAAP).
 - c) Separate functions/duties appropriate to the organization's size to safeguard assets and maintain financial stability.
 - d) Enable the collection and reporting of the organization's financial status as well as tracking of key financial performance data (e.g., visits, revenue generation, aged accounts receivable by income source or payor type, aged accounts payable, lines of credit, debt to equity ratio, net assets to expenses, working capital to expenses).
 - e) Support management decision making.
- 9) Describe the organization's annual independent auditing process performed in accordance with Federal audit requirements and submit the most recent financial audit and management letter (or a signed statement that no letter was issued with the audit) as [Attachment 8](#).⁸ Organizations that have been operational for less than one year and do not have an audit may submit monthly financial statements for the most recent six-month period. Organizations that are not yet operational and do not have audit or financial information must provide a detailed explanation of the situation, including supporting documentation.
- 10) Describe the status of emergency preparedness planning and development of emergency management plan(s), including efforts to participate in state and local emergency planning. Any "No" response on [Form 10](#) must be addressed.

⁸ Grantees are reminded that the annual audit must also be provided to the Federal Audit Clearinghouse and submitted via EHB. For more information, see <http://bphc.hrsa.gov/policiesregulations/policies/pal200906.html>.

GOVERNANCE⁹

Note: Health centers operated by Indian tribes or tribal, Indian, or urban Indian groups should respond ONLY to Item 5 below.¹⁰

- 1) Describe how the Corporate Bylaws ([Attachment 14](#)), Articles of Incorporation ([Attachment 9](#)), and/or Co-Applicant Agreement ([Attachment 6](#))¹¹ demonstrate that the organization has an independent governing board that meets the following criteria:
 - a) Meets at least once a month.
 - b) Ensures that written minutes are recorded for all meetings (i.e., full board and subcommittee meetings).
 - c) Selects the services to be provided.
 - d) Determines the hours during which services will be provided.
 - e) Measures and evaluates the organization's progress and develops a plan for the long-range viability of the organization through strategic planning, ongoing review of the organization's mission and bylaws, evaluation of patient satisfaction, and monitoring of organizational performance and assets.
 - f) Approves the health center's annual budget, including the use of grant and non-grant funds.
 - g) Approves the health center's grant applications.
 - h) Approves the selection/dismissal and conducts the performance evaluation of the organization's Executive Director/CEO.
 - i) Establishes general policies for the organization. **Note:** In the case of public centers with co-applicant governing boards, the public center is permitted to retain authority for establishing general fiscal and personnel policies for the health center.
 - j) Establishes policies to prohibit conflict of interest by board members, employees, consultants, and those who furnish goods or services to the health center.

Note: Only public center applicants are permitted to establish a separate co-applicant health center governing board that meets all Health Center Program requirements.

- 2) Document that the structure of the board (co-applicant board for a public center) is appropriate in terms of size, composition, and expertise by describing how the following criteria are met:
 - a) At least 51 percent of board members are individuals who are/will be patients of the health center (this requirement may be waived for eligible applicants¹²).

⁹ For detailed information regarding Health Center Program governance requirements, see Policy Information Notice 2014-01 at <http://bphc.hrsa.gov/policiesregulations/policies/pin201401.html>.

¹⁰ Per section 330(k)(3)(H) of the PHS Act, as amended, Health Center Program governance requirements do not apply to health centers operated by Indian tribes, tribal groups, or Indian organizations under the Indian Self-Determination Act or urban Indian organizations under the Indian Health Care Improvement Act.

¹¹ Public center applicants whose board cannot directly meet health center governance requirements are permitted to establish a separate co-applicant health center governing board that meets all the Health Center Program governance requirements. In the co-applicant arrangement, the public center receives the Health Center Program grant and the co-applicant board serves as the health center board. Together, the two are collectively referred to as the health center. The public center and health center board must have a formal co-applicant agreement in place.

- b) As a group, the patient board members reasonably represent the individuals served by the organization in terms of race, ethnicity, and gender (consistent with [Forms 4](#) and [6A](#)).
- c) Non-patient board members are representative of the service area and selected for their expertise in any of the following areas: community affairs; local government; finance and banking; legal affairs; trade unions and related organizations; and/or social services.
- d) Board has a minimum of nine but no more than 25 members, as appropriate for the complexity of the organization.
- e) No more than half of the non-patient board members derive more than 10 percent of their annual income from the health care industry.
- f) No board member is an employee of the health center or an immediate family member of an employee.

Note: An applicant requesting funding to serve general community (CHC) AND special populations (MHC, HCH, and/or PHPC) must have appropriate board representation. At minimum, there must be at least one representative from/for each of the special population groups for which funding is requested. Board members representing a special population should be individuals that can clearly communicate the needs/concerns of the target populations to the board (e.g., advocate for migratory and seasonal agricultural workers, formerly homeless individual, current resident of public housing).

- 3) **Applicants requesting a waiver of the 51 percent patient majority governance requirement ONLY** (only applicants **not** currently receiving or applying for general community (CHC) funding are eligible to request a waiver – see Policy Information Notice 2014-01): Justify the need for a waiver by explaining why the applicant cannot meet this requirement and describing the alternative mechanism(s) for gathering consumer/patient input (e.g., separate advisory boards, patient surveys, focus groups). Discuss:
- a) Specific types of patient input to be collected.
 - b) Methods for documenting input in writing.
 - c) Process for formally communicating the input directly to the organization’s governing board.
 - d) How the patient input will be used by the governing board in areas such as: 1) selecting services; 2) setting operating hours; 3) defining strategic priorities; 4) evaluating the organization’s progress in meeting goals, including patient satisfaction; and 5) other relevant areas of governance that require and benefit from patient input.

Note: If funded, post-award actions will be required to finalize waiver approval. An approved waiver does not absolve the organization’s governing board from fulfilling all other statutory board responsibilities and requirements.

¹² Eligible applicants planning to request a waiver of the 51% patient majority board composition requirement must list the applicant’s board members on [Form 6A](#): Current Board Member Characteristics, NOT the members of any advisory councils.

- 4) Document the effectiveness of the governing board by describing how the board:
 - a) Operates, including the organization and responsibilities of board committees (e.g., Executive, Finance, Quality Improvement/Assurance, Risk Management, Personnel, Planning).
 - b) Monitors and evaluates its own (the board's) performance (e.g., identifies and develops processes for assessing and addressing board weaknesses, challenges, training needs).
 - c) Provides board training, development, and orientation for new board members to ensure that they have sufficient knowledge to make informed decisions regarding the strategic direction, general policies, and financial position of the organization. **Note:** In the case of a public center with a co-applicant governing board, the public center is permitted to retain authority for establishing general fiscal and personnel policies for the health center.

- 5) **Indian Tribes or Tribal, Indian, or Urban Indian Applicants ONLY:** Describe the applicant organization's governance structure and how it will assure adequate (1) input from the community/target population on health center priorities and (2) fiscal and programmatic oversight of the proposed project.

SUPPORT REQUESTED

- 1) Provide a complete, consistent, and detailed budget presentation through the submission of the following: SF-424A (Budget Information), budget justification, [Form 2](#), and [Form 3](#). See [Appendix E](#) for budget presentation instructions and [Appendix A](#) for details on completing the referenced forms.
- 2) Describe how the proportion of requested Federal grant funds is appropriate given other sources of income specified in [Form 3](#) and the budget justification.
- 3) Describe how the total budget is aligned and consistent with the proposed service delivery plan and number of patients to be served (consistent with the [RESPONSE](#) section of the Project Narrative, [Attachment 2](#), and [Form 1A](#)).
- 4) Provide the total cost per patient and Federal cost per patient for the proposed NAP broken out by funding population type (i.e., CHC, MHC, HCH, PHPC) and explain why the costs are appropriate and reasonable for the proposed NAP. The Federal dollars per patient at the end of the project period will be calculated automatically when Program Specific [Forms 1A](#) and [1B](#) are complete. The [Forms Summary Page](#) will show this number, broken out by funding population type.

iii. Program Specific Forms and Information

See [Appendix A](#) for Program Specific Forms instructions. See [Appendix B](#) for Program Specific Information instructions and [Appendix D](#) for instructions for completing Program Specific Information for One-Time Funding.

iv. Attachments

Attachments are not intended to be a continuation of the Project Narrative. Attachments must be clearly labeled and uploaded in the appropriate place within HRSA EHB. See [Table 2](#) for a complete listing of required attachments, including instructions for completing them.

3. Submission Dates and Times

Application Due Dates

The Grants.gov deadline for applications under HRSA-15-016 is **11:59 p.m. ET on August 20, 2014** and the deadline to complete all required information in HRSA EHB is **8:00 p.m. ET on October 7, 2014**. Applications completed online are considered formally submitted when: (1) the application has been successfully transmitted electronically by the Authorized Organization Representative (AOR) through Grants.gov to the correct funding opportunity number and has been validated by Grants.gov on or before the Grants.gov deadline date and time; and (2) the Authorizing Official (AO) has submitted the additional information in HRSA EHB on or before the EHB deadline date and time.

Receipt Acknowledgement

Upon receipt of an application, Grants.gov will send a series of email messages regarding the progress of the application through the system. The applicant will receive an “Application successfully transmitted to HRSA” message in HRSA EHB upon successful application submission within the EHB system. For more details regarding application submission and receipt acknowledgement, refer to the *HRSA Electronic Submission User Guide*.

Late Applications

Applications that do not meet the deadline criteria above are considered late applications and will not be considered for NAP funding.

4. Intergovernmental Review

State System Reporting Requirements

The Health Center Program is subject to the provisions of Executive Order 12372, as implemented by 45 CFR 100. See Executive Order 12372 in the [HHS Grants Policy Statement](#). Executive Order 12372 allows states the option of setting up a system for reviewing applications from within their states for assistance under certain Federal programs. The Single Point of Contact (SPOC) for review within each participating state can be found at http://www.whitehouse.gov/omb/grants_spoec. Information may also be obtained from the Grants Management Specialist listed in [Section VII](#).

All applicants other than federally recognized Native American Tribal Groups must contact their SPOCs as early as possible to alert them to the prospective applications and receive any necessary instructions on the process used under this Executive Order. For proposed projects serving more than one state, the applicant is advised to contact the SPOC of each affected state.

Letters from the SPOC in response to Executive Order 12372 are due 60 days after the application due date. Letters should be sent electronically to the points of contact listed in section VII *Agency Contacts*.

Public Health System Reporting Requirements

Under the requirements approved by the Office of Management and Budget, 0937-0195, community-based non-governmental applicants must prepare and submit a Public Health System Impact Statement (PHSIS) to the heads of the appropriate state or local health agencies in the areas to be impacted by the proposed project no later than the Federal application due date.

The PHSIS must include: (1) a copy of the SF-424 and (2) a summary of the project, not to exceed one page, which provides:

- A description of the target population whose needs would be met under the proposal.
- A summary of the services to be provided.
- A description of coordination planned with the appropriate state or local health agencies.

Applicants should contact their SPOC to determine how and where to submit the PHSIS (see contact information above).

5. Funding Restrictions

Funds must be requested and utilized by the applicant organization identified on the SF-424 submitted in Grants.gov. Applicants are expected to perform the activities indicated in the NAP application and may not apply on behalf of another organization.

Funds under this announcement may not be used for fundraising or major alteration and renovation or construction/expansion of facilities. Funds may be used for minor capital costs, including equipment and/or minor alteration and renovation of proposed new access point facilities. Applicants may request to use up to \$150,000 of Federal funds in Year 1 ONLY for such minor capital costs (see [Appendix D](#) for more information). HRSA grant awards are subject to the requirements of the HHS Grants Policy Statement (HHS GPS); for more information on allowable costs and other grant requirements see the HHS GPS at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>. The general terms and conditions in the HHS GPS will apply as indicated unless there are statutory, regulatory, or award-specific requirements to the contrary (as specified in the Notice of Award).

Pursuant to existing law and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using Federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered). This includes all grants awarded under this announcement and is consistent with past practice and long-standing requirements applicable to grant awards to health centers.

V. Application Review Information

1. Review Criteria

Procedures for assessing the technical merit of grant applications have been instituted to provide an objective review of applications and assist applicants in understanding the standards against which each application will be judged. Critical indicators have been developed for each review criterion to assist the applicant in presenting pertinent information and provide the reviewer with a standard for evaluation. Review criteria are outlined below with specific detail and scoring points. Reviewers will reference the Health Center Program requirements in Appendix F to assess the applicant's compliance and readiness to implement a NAP. Reviewers will also use the HRSA Scoring Rubric as a guideline when assigning scores for each criterion. The HRSA Scoring Rubric may be found at <http://www.hrsa.gov/grants/apply/assistance/NAP>.

As a reminder, the application must be limited to the scope of the proposed NAP project. Specifically:

- A **NEW START** applicant should include information on the entire scope of the proposed NAP project.
- A **SATELLITE** applicant should address **only** the proposed new access point(s), not the scope of the entire organization.

Review criteria are used to review and rank applications. Applicants must ensure that the review criteria are fully addressed within the Project Narrative, except where indicated, and supported by supplementary information in the other sections of the application. Each application will be evaluated on the following seven review criteria:

Criterion 1: NEED (30 Points of which 20 points are determined by the NFA Worksheet calculations and 10 points are determined by the objective review process)

Note: 20 of the 30 available points in this section will be awarded based on the Need for Assistance (NFA) Score (see [Form 9](#)). The NFA score will be calculated automatically by the HRSA EHB system. Although reviewers do not score the NFA, they will look for consistency between the NFA and other parts of the application. The remaining 10 points will be based on the criteria outlined below.

1. How well the applicant demonstrates the current health care needs in the service area/target population (including any targeted special populations) described in Item 1 of the **NEED** section of the Project Narrative, consistent with the quantitative and qualitative data provided in the Need for Assistance Worksheet ([Form 9](#)), and Form 4.
2. For applicants requesting funding to serve migratory and seasonal agricultural workers, people experiencing homelessness, and/or residents of public housing, (as indicated on Form 1A), how well the applicant demonstrates, with consistent and complete information, the specific health care needs and access issues of each proposed special population as documented by quantitative and qualitative data, using data sources with the greatest specificity available for the proposed service area and target population of the NAP,

provided in the Need for Assistance Worksheet ([Form 9](#)), and listed in Item 2 of the [NEED](#) section of the Project Narrative.

3. How well the applicant describes, with consistent and complete information, existing primary health care services and service gaps in the service area, as well as factors affecting the broader health care environment, as documented in Items 3 and 4 of the [NEED](#) section of the Project Narrative.

Criterion 2: RESPONSE (20 Points)

1. How well the Implementation Plan ([Attachment 2](#)) identifies appropriate, realistic, and achievable action steps necessary to ensure that the new access point(s) will be open, operational, and compliant within 120 days of award with appropriate staff and providers in place to deliver services to the proposed service area and how well the applicant ensures compliance with Health Center Program requirements as outlined in Item 1 of the [RESPONSE](#) section of the Project Narrative (consistent with the Implementation Plan).
2. How well the applicant demonstrates, with consistent and complete information, that the proposed service delivery model(s), sites, services, staffing plan, and coordination with other providers/institutions in the community will provide continuity of care while ensuring that the target population's continuum of health care needs outlined in the [NEED](#) section and related application materials are met, as documented by quantitative and qualitative descriptions provided in [Attachment 1](#), [Attachment 7](#), [Forms 5A, 5B, and 5C](#), and Items 2, 3, 4, and 5 of the [RESPONSE](#) section of the Project Narrative.
3. For applicants requesting funding to serve migratory and seasonal agricultural workers, people experiencing homelessness, and/or residents of public housing (as indicated on Form 1A), how well the applicant demonstrates, with consistent and complete information, compliance with requirements for targeted special populations, as documented in [Forms 5A, 5B, and 5C](#), [Attachment 7](#), and Items 2 and 3 of the [RESPONSE](#) section of the Project Narrative. In particular, services targeting people experiencing homelessness will include provision of substance abuse services (either directly or through referral); services targeting migratory and seasonal agricultural workers will address environmental health needs and hazards; and services targeting public housing residents will be informed by consultation with public housing residents.
4. How well the applicant demonstrates, with consistent and complete information, that the schedule of charges is board-approved, reasonable, and consistent with local rates; the sliding fee discount schedule(s), including any justified nominal charges, ensure services (regardless if they are provided directly, through a formal written contract/agreement, or by formal written referral arrangement/agreement) are available and accessible to all without regard to ability to pay; the system in place for determining eligibility for and application of discounts is based on a patient's income, family size, and current Federal Poverty Guidelines; and a system is in place to ensure patients are made aware of the availability of the sliding fee discounts, as reflected in [Attachment 11](#), [Attachment 7](#) (as applicable), and Items 6 and 7 of the [RESPONSE](#) section of the Project Narrative.

5. How well the applicant demonstrates, with consistent and complete information: good accountability and communication within the organization to include all staff in QI/QA activities; that its QI committee/workgroup is led by a qualified leader; that its proposed focus, goals, performance measures, methodology, and evaluation plans are based on an assessment of its current service performance and analysis of current and potential risks incurred in the implementation of all services; and that key management obtained the board's input and approval on the QI/QA plan as described in Item 8 of the [RESPONSE](#) section of the Project Narrative, [Clinical Performance Measures](#), and [Attachment 2](#) (as applicable).
6. For applicants requesting funding for a sub-recipient or contracted service site (see [Form 5B](#) and [Form 8](#)), how well the applicant demonstrates that the proposed sub-recipient or contractor site meets the *RESPONSE* sub-criteria 1-5 above as documented by consistent and complete information in the [RESPONSE](#) section of the Project Narrative, [Form 8](#), sub-recipient agreement/contract attached to Form 8, [Attachment 2](#), and any other relevant attachments.
7. How well the applicant identifies appropriate, realistic, and achievable plans to ensure access to health care through integration with the state health care delivery plan and facilitation of enrollment in new affordable health insurance options as described in Item 9 of the [RESPONSE](#) section of the Project Narrative.

Criterion 3: COLLABORATION (10 points)

1. How well the applicant demonstrates, with consistent and complete information, that other primary health care providers and community organizations in the proposed service area and within close proximity (as identified by the UDS Mapper tool) support the proposed project through detailed descriptions of collaboration and coordination as documented in [Attachment 1](#), [Attachment 7](#) (as applicable), [Attachment 10](#), and Items 1 and 2 of the [COLLABORATION](#) section of the Project Narrative.
2. How well the letters of support ([Attachment 10](#)) demonstrate that Health Center Program grantees and look-alikes, rural health clinics, critical access hospitals, health departments, private primary care provider groups serving low income and/or uninsured populations, at least one community organization in the service area, and relevant State public agencies support the proposed project through detailed descriptions of collaboration and coordination. **The letters of support must be specific to the nature of the support and the NAP project.** If letter(s) are not included from all required organizations (e.g., those identified on the service area map), how well the applicant justifies why such letter(s) could not be obtained, including documentation of efforts made to obtain the letter(s).

Criterion 4: EVALUATIVE MEASURES (5 points)

1. How well the applicant establishes Clinical and Financial Performance Measures (goals) appropriate to the proposed project and two-year project period, including realistic contributing and restricting factors, effective plans for addressing such factors, as well as

unique special population measures corresponding to the identified special population needs, as evidenced in the [Clinical and Financial Performance Measures forms](#), and consistent with the [NEED](#) section of the Project Narrative and [Form 9](#).

2. How well the applicant demonstrates, with consistent and complete information, the organization's strategic planning process and how strategic planning will be used to continually evaluate and improve the NAP project as described in Item 3 of the [EVALUATIVE MEASURES](#) section of the Project Narrative.
3. How well the applicant demonstrates that the proposed evaluation staff possess the appropriate experience and skills to perform the proposed project evaluation activities, including allotment of adequate time for activity completion as described in Item 4 of the [EVALUATIVE MEASURES](#) section of the Project Narrative.
4. How well the applicant demonstrates that the established or planned implementation of certified EHR systems will appropriately track patient/clinical data and be used to improve clinical outcomes as described in Item 5 of the [EVALUATIVE MEASURES](#) section of the Project Narrative.

Criterion 5: RESOURCES/CAPABILITIES (15 points)

1. How well the applicant demonstrates, with consistent and complete information, that the sites, organizational structure, proposed management staff, staffing plan, and policies/procedures are appropriate for implementing the proposed new access point(s) and for meeting the Health Center Program requirements (see [Appendix F](#)), including oversight and authority over all agreements, contracts, contractors, and sub-recipients through information provided in Items 1, 2, 3, 4, and 5 of the [RESOURCES/CAPABILITIES](#) section of the Project Narrative, [Attachment 2](#), [Attachment 3](#), [Attachment 7](#), [Attachment 13](#), [Attachment 14](#), [Form 2](#), and [Form 8](#).
2. How well the applicant establishes, with consistent and complete information, that its experience and expertise working with and addressing needs of the target population(s) have positioned the applicant organization to successfully implement the proposed project in the proposed timeframe, with a particular focus on experience and expertise regarding addressing primary and preventive health care needs through information provided in Items 2, 3, and 6 of the [RESOURCES/CAPABILITIES](#) section of the Project Narrative, [Attachment 3](#), [Attachment 4](#), [Attachment 5](#), [Attachment 7](#), and [Form 8](#), as applicable.
3. How well the applicant demonstrates, with consistent and complete information, sound financial management, financial stability, and compliance with Federal laws and regulations, as supported through audit and financial information, billing and collections details, and appropriate financial accounting and control systems, information systems, policies, and procedures to enable data tracking and reporting of the organization's financial status in accordance with Generally Accepted Accounting Principles (GAAP) and to support management decision making.

In instances where no audit/financial information is available, the extent to which the applicant provides a detailed explanation for the lack of this information, and the quality of the applicant's plan for how these financial accounting and control systems will be in place within 120 days of award. Information should be presented in Items 7, 8, and 9 of the [RESOURCES/CAPABILITIES](#) section of the Project Narrative, [Attachment 8](#), and [Attachment 2](#) (as applicable).

4. How well the applicant establishes a commitment to sustainability by documenting in detail: plans to effectively recruit and retain key management staff and health care providers; policies and procedures for maximizing collection of payments and reimbursement for costs while ensuring access to health care without regard to ability to pay; and plans for emergencies in Items 4, 7, and 10 of the [RESOURCES/CAPABILITIES](#) section of the Project Narrative.
5. How well the Implementation Plan ([Attachment 2](#)) identifies appropriate, realistic, and achievable action steps that ensure the organization has the resources and capability to open and operate the compliant new access point(s) within 120 days of award (e.g., lease arrangements, staffing, policies). See Health Center Program requirements in [Appendix F](#).

Criterion 6: GOVERNANCE (10 points)

1. How well the applicant demonstrates, with consistent and complete information, that the independent governing board appropriately oversees the proposed project through: compliance with Health Center Program requirements (specifically see Program Requirements 17, 18, and 19 in [Appendix F](#)), including the quality and appropriateness of the governing board in terms of size, composition, and expertise; effective operations; and establishment and review of policies and procedures as documented in Items 1, 2, and 4 of the [GOVERNANCE](#) section of the Project Narrative, [Attachment 3](#), [Attachment 6](#) (if applicable), [Attachment 9](#), [Attachment 14](#), and [Form 8](#).
2. **Public center applicants with a co-applicant governance structure ONLY:** How well the applicant demonstrates that the co-applicant's patient/community-based governing board meets the statutory requirements for board composition (e.g., size, expertise, member selection) and appropriate implementation of all board authorities, including setting health center policy (with the exception of general fiscal and personnel policies) as evidenced in Items 1, 2, and 4 of the [GOVERNANCE](#) section of the Project Narrative, [Attachment 2](#) (if applicable), [Attachment 3](#), [Attachment 6](#), [Attachment 14](#), and [Form 8](#). See [Appendix F](#) for more information on required governance composition and authorities.
3. How well the applicant demonstrates, with consistent and complete information, that the project has an independent, patient/community-driven governing board that assumes full authority and responsibility for the health center, is responsive to the needs of patients, and ensures patient participation in the organization, direction, and ongoing governance of the center as documented in Item 2 of the [GOVERNANCE](#) section of the Project Narrative, [Attachment 6](#) (if applicable), [Attachment 14](#), and [Form 8](#).

4. If the governing board is not currently operational and/or appropriate in any element, the quality of the applicant's plan ([Attachment 2](#)) for ensuring that the governing board becomes operational and compliant with the Health Center Program requirements within 120 days.
5. **Applicants targeting only special populations and planning to request a waiver of the 51 percent patient majority requirement ONLY:** the degree to which the applicant demonstrates the need for a waiver and the quality of the current/planned alternative procedures for ensuring patient participation in governance as documented in Item 3 of the [GOVERNANCE](#) section of the Project Narrative.
6. **Indian tribe or tribal, Indian, or urban Indian applicants ONLY:** How well the applicant demonstrates, with consistent and complete information, that the governance structure will ensure input from the community/target population on health center priorities, as well as the quality of the governing board's fiscal and programmatic oversight of the proposed project in Item 5 of the [GOVERNANCE](#) section of the Project Narrative, [Attachment 2](#) (if applicable), and [Attachment 14](#).

Criterion 7: SUPPORT REQUESTED (10 points)

1. How well the applicant demonstrates, with consistent and complete information, a detailed and appropriate budget presentation that supports the proposed project, including planned service delivery and patient projections, as documented in Items 1 and 2 of the [SUPPORT REQUESTED](#) section of the Project Narrative, SF-424A, budget justification, [Form 1B](#), and [Form 3](#), consistent with [Form 1A](#), [Form 2](#), and the [RESPONSE](#) section of the Project Narrative. If applicable, how well the applicant requesting MHC, HCH, and/or PHPC funding reflects the special population focus in the budget presentation.
2. How well the applicant demonstrates that the budget is realistic, and aligned and consistent with, the proposed service delivery plan and number of patients to be served through Item 3 of the [SUPPORT REQUESTED](#) section of the Project Narrative, budget justification, and SF-424A, consistent with [Form 1A](#), [Form 1B](#), and [Form 3](#).
3. How well the applicant demonstrates that the total cost per patient and Federal cost per patient is appropriate and reasonable for the proposed NAP, considering the information provided in Item 4 of the [SUPPORT REQUESTED](#) section of the Project Narrative, the Forms Summary Page, and the Financial Performance Measure related to cost per patient.

2. Review and Selection Process

The Division of Independent Review is responsible for managing objective reviews within HRSA. Applicants competing for Federal funds receive an objective and independent review performed by a committee of experts qualified by training and experience in particular fields or disciplines related to the program being reviewed. In selecting review committee members, other factors in addition to training and experience may be considered to improve the balance of the committee (e.g., geographic distribution). Each reviewer is screened to avoid conflicts of interest and is responsible for providing an objective, unbiased evaluation based on the review

criteria noted in [Section V.1](#) and the guidelines included in the HRSA Scoring Rubric located at <http://www.hrsa.gov/grants/apply/assistance/NAP>. The committee provides expert advice on the merits of each application to program officials responsible for final award selections.

All applications will be reviewed initially for eligibility (see [Section III](#)), completeness (see [Section IV.2](#)), and responsiveness. **Applications determined to be ineligible, incomplete, or non-responsive to this FOA will not proceed to the Objective Review Committee.**

Applications that pass the initial HRSA completeness and eligibility screening will be reviewed and rated by a panel of experts based on the program elements and review criteria presented in relevant sections of this funding opportunity announcement. The review criteria are designed to enable the review panel to assess the quality of a proposed project and determine the likelihood of its success. The criteria are closely related to each other and are considered as a whole in judging the overall quality of an application.

The NFA Worksheet ([Form 9](#)) will be scored automatically within EHB using the NFA Worksheet scoring criteria (see [Appendix A](#) of this document for form instructions and scoring details) and will determine 20 of the 30 total points for the **NEED** section. The Objective Review Committee will evaluate the technical merits of each proposal using the review criteria presented in this FOA, up to a maximum of 80 points (see Section V.1, [Review Criteria](#)). The NFA plus the objective review process findings will be summed for a total score, up to a maximum of 100 points.

HRSA reserves the right to review fundable applicants for compliance with HRSA program requirements through reviews of site visits, audit data, Uniform Data System (UDS) or similar reports, Medicare/Medicaid cost reports, external accreditation, and other performance reports, as applicable. The results of this review may impact final funding decisions. For example, based on review of applicants by the Division of Financial Integrity, applicants with serious financial sustainability concerns will not receive a NAP award.

PROGRAM COMPLIANCE STATUS OF SATELLITE APPLICANTS:

Prior to award date, HRSA will assess the status of all current Health Center Program grantees applying to establish satellite sites. Applicants within the fundable range will not receive a NAP award if they:

- Have three or more active 60 day health center program requirement conditions on current grant award;
- Have one or more 30 day health center program requirement condition(s) on current grant award; or
- Received initial Health Center Program funding in FY 2013 or FY 2014 and did not verify a site operational.

Following the objective review, all applications within the fundable range will be assessed by HRSA for an adjustment to the overall application score based on the funding priorities detailed below.

Funding Priorities

A funding priority is defined as the favorable adjustment of review scores when applications meet specified criteria. **Applicants do not need to request funding priorities.** Prior to final funding decisions, HRSA will assess all NAP applications within the fundable range for eligibility to receive priority point adjustment(s). The FY 2015 NAP funding opportunity has three funding priorities:

- **Unserved, High Poverty Population (0-15 points):** HRSA will assess the current Health Center Program penetration in the applicant’s service area (defined by all the service area zip codes for all sites listed on [Form 5B](#)) along with the number of unserved, low-income individuals in the service area. For priority points to be awarded, the service area must meet two criteria:
 - 1) The proposed service area must have a Health Center Program (grantees and look-alikes) penetration rate for the low-income (below 200% of the poverty limit¹³) population at or below 25% (i.e., 75% or more of the proposed service area’s low-income population is not being served under the Health Center Program); AND
 - 2) The number of low income residents not currently served under the Health Center Program must be at least 150% of the proposed patients to be served by the NAP site(s) as identified on [Form 1A](#). For example, if the application proposes to serve 1,000 individuals, there must be at least 1,500 low-income residents in the proposed service area that are not being served under the Health Center Program.

Applicants meeting the two criteria above will receive 3-15 points based on the table below. HRSA will utilize 2013 UDS data (2012 UDS data is currently available via UDS Mapper located at <http://www.udsmapper.org>) to complete this assessment.

Percent of High Poverty Unserved Residents Compared to Proposed Patients	Percent Penetration of the Low Income Population	Priority Points
150% or more	25% to 20.1%	3
150% or more	20% to 15.1%	6
150% or more	15% to 10.1%	9
150% or more	10% to 5.1%	12
150% or more	5% to 0%	15

- **Sparsely Populated Area (5 points):** For applicants requesting funding to serve the general community (section 330(e) – CHC) alone or in combination with special populations funding (section 330(g) - MHC, 330(h) – HCH, and/or 330(i) – PHPC), HRSA will assess whether the entire proposed service area (defined by all the service area zip codes for all sites listed on [Form 5B](#)) has seven or fewer people per square mile. Applicants requesting funding ONLY under MHC, HCH, and/or PHPC are not eligible for this priority. Applicants with a service area of seven or fewer people per

¹³ Since publically available income data (American Community Survey) are reported for “below 200% poverty of the FPL”, data analyses (i.e., funding priorities, NFA worksheet) must be based on the population below 200%. However, sliding fee discounts must apply to individuals with incomes at or below 200% of the FPL.

square mile, will receive 5 points. HRSA will utilize US Census data to complete this assessment.

- **Health Center Program Look-Alikes (5 points):** Health Center Program look-alikes are health centers that operate and provide services consistent with all statutory, regulatory, and policy requirements that apply to Health Center Program grantees, but do not receive funding under section 330. Based on this HRSA designation, applicants that were designated as Health Center Program look-alikes prior to October 1, 2013 are eligible to receive five priority points if the following conditions are met:
 - 1) The NAP application must include all current sites in the applicant's Health Center Program look-alike scope of project at the time of application (i.e., all sites listed on the look-alike Form 5B must be listed as sites on the NAP application Form 5B). Applicants may propose additional sites.
 - 2) The NAP application must include the service area zip codes on Form 5B in which at least 75% of current patients reside (based on the look-alike 2013 UDS report). Applicants may propose to serve additional service area zip codes.
 - 3) Complete 2013 patient data must have been reported in the Uniform Data System (UDS).
 - 4) The total unduplicated patient projection by December 31, 2016 on Form 1A must be greater than the total unduplicated patients included in the 2013 UDS report.
 - 5) The organization cannot have three or more Health Center Program requirement-related conditions at the time of application.

Special Funding Considerations

Other factors such as geographic distribution, past performance, and compliance with Health Center Program requirements and applicable regulations may be considered as part of the selection of applications for funding. Additionally, HRSA will consider the following factors in making FY 2015 NAP awards:

- **RURAL/URBAN DISTRIBUTION OF AWARDS:** Aggregate awards in FY 2015 will be made to ensure that no more than 60 percent and no fewer than 40 percent of health centers serve people from urban areas and no more than 60 percent and no fewer than 40 percent serve people from rural areas. In order to ensure this distribution, HRSA may award grants to applications out of rank order.
- **PROPORTIONATE DISTRIBUTION:** Aggregate awards in FY 2015 to support the various types of health centers will be made to ensure continued proportionate distribution of funds across the Health Center Program as set forth in section 330(r)(2)(B) of the PHS Act. In order to meet this distribution, HRSA may award grants to applications out of rank order.
- **GEOGRAPHIC CONSIDERATION:** The intent of this funding opportunity is to expand the current safety net on a national basis by creating new access points in areas not currently served by federally funded health centers. In order to meet this intent, HRSA

will consider geographic distribution and the extent to which an area may currently be served by Health Center Program grantee(s) when deciding which applications to fund.

3. Anticipated Announcement and Award Dates

It is anticipated that awards will be announced prior to the start date of May 1, 2015.

VI. Award Administration Information

1. Award Notices

Each applicant will receive written notification of the outcome of the objective review process, including a summary of the objective review committee's assessment of the application's strengths and weaknesses, and whether the application was selected for funding. Applicants who are selected for funding may be required to respond in a satisfactory manner to conditions placed on their award before funding can proceed. Letters of notification do not provide authorization to begin performance.

The Notice of Award, the only authorizing document, will be sent prior to the project period start date. See Section 5.4 of the *HRSA Electronic Submission User Guide* for additional information.

2. Administrative and National Policy Requirements

See Section 2 of the *HRSA Electronic Submission User Guide*.

3. Reporting

Successful applicants under this FOA must comply with Section 6 of the *HRSA Electronic Submission User Guide* and the following reporting and review activities:

- a. **Uniform Data System (UDS) Report** – The UDS is an integrated reporting system used to collect data on all health center programs to ensure compliance with legislative and regulatory requirements, improve health center performance and operations, and report overall program accomplishments. All grantees are required to submit a Universal Report and, if applicable, a Grant Report annually. The Universal Report provides data on patients, services, staffing, and financing across all Health Center Program grantees. The Grant Report provides data on patients and services for special populations served (i.e., migratory and seasonal agricultural workers, people experiencing homelessness, and/or residents of public housing) by grantees.
- b. **Progress Report** – A progress report must be submitted to HRSA on an annual basis. Submission and HRSA approval of the Budget Period Progress Report (BPR) non-competing continuation application will trigger the budget period renewal and release of each subsequent year of funding. The BPR documents progress on program-specific goals and collects core performance measurement data to track the progress and impact

of the project. Grantees will receive an email message via HRSA EHB when it is time to begin working on the progress report.

VII. Agency Contacts

Applicants may obtain additional information regarding business, administrative, or fiscal issues related to this FOA by contacting:

Angela Wade
Division of Grants Management Operations
HRSA Office of Federal Assistance Management
5600 Fishers Lane
Rockville, MD 20857
301-594-5296
awade@hrsa.gov

Information related to overall program issues and/or technical assistance regarding this FOA may be obtained by contacting:

Joanne Galindo
Office of Policy and Program Development
HRSA Bureau of Primary Health Care
5600 Fishers Lane, Room 17C-05
Rockville, MD 20857
301-594-4300
BPHCNAP@hrsa.gov

Additional technical assistance regarding this FOA may be obtained by contacting the appropriate PCAs, PCOs, or NCAs. For a list of contacts, see <http://www.bphc.hrsa.gov/technicalassistance/partnerlinks>.

Applicants may need assistance when working online to submit their application forms electronically. For assistance with submitting the application in Grants.gov, contact Grants.gov 24 hours a day, seven days a week, excluding Federal holidays at:

Grants.gov Contact Center
Telephone: 1-800-518-4726
E-mail: support@grants.gov
iPortal: <http://grants.gov/iportal>

Note: Applicants should always obtain a case number when calling Grants.gov for support.

For assistance with submitting the remaining information in HRSA EHB, contact HRSA's Bureau of Primary Health Care, Monday through Friday, 8:30 a.m. to 5:30 p.m. ET, excluding Federal holidays:

BPHC Helpline
1-877-974-2742
BPCHelpline@hrsa.gov

VIII. Other Information

Technical Assistance Page

A technical assistance Web site has been established to provide applicants with copies of forms, FAQs, and other resources that will help organizations submit competitive applications. To review available resources, visit <http://www.hrsa.gov/grants/apply/assistance/NAP>.

Federal Tort Claims Act Coverage/Medical Malpractice Insurance

Organizations that receive operational grants under the Health Center Program (sections 330(e), (g), (h), and/or (i)) are eligible for protection from claims or suits alleging medical malpractice through the Federally Supported Health Centers Assistance Act of 1992 (Act). The Act provides that health center employees may be deemed as Public Health Service (PHS) employees and thereby afforded protections of the Federal Tort Claims Act (FTCA) for the performance of medical, dental, surgical, and related functions.

Once funded, new grantees can apply through EHB to become deemed PHS employees for purposes of FTCA coverage as described above; however, they must maintain private malpractice coverage until the effective date of such coverage. **Deemed PHS employee status with resulting FTCA coverage is not guaranteed.** The Notice of Deeming Action (NDA) for an individual health center provides documentation of HRSA's deeming determination. Funded health centers that do not have or seek FTCA coverage must maintain private medical malpractice insurance coverage at all times. Applicants are encouraged to review the FTCA Health Center Policy Manual available at <http://bphc.hrsa.gov/policiesregulations/policies/pdfs/pin201101manual.pdf> or contact the BPHC Helpline at BPHCHelpline@hrsa.gov or 1-877-974-2742 for additional information.

340B Drug Pricing Program

The 340B Drug Pricing Program resulted from enactment of Public Law 102-585, the Veterans Health Care Act of 1992, codified as Section 340B of the Public Health Service Act, as amended (see <http://www.hrsa.gov/opa/programrequirements/phsactsection340b.pdf>). The program limits the cost of covered outpatient drugs for certain Federal grantees, look-alikes, and qualified disproportionate share hospitals. Covered entities may realize a cost savings of 20-50 percent on outpatient drug purchases and additional savings on other value-added services through participation in the 340B Prime Vendor Program (PVP). Pharmacy related technical assistance is available at 866-PharmTA (866-742-7682). There is no cost to participate in the 340B program or the 340B Prime Vendor Program, and eligible entities are not required to have an established in-house pharmacy to participate. For additional information, please contact the Office of Pharmacy Affairs (OPA) at 800-628-6297 or visit the OPA Web site at <http://www.hrsa.gov/opa/index.html>.

Appendix A: Program Specific Forms Instructions

The BPHC Program Specific forms must be completed electronically in HRSA EHB. To preview the forms, visit <http://www.hrsa.gov/grants/apply/assistance/nap>. Portions of the forms that are “blocked/grayed” out are not relevant to the application and do not need to be completed.

FORM 1A – GENERAL INFORMATION WORKSHEET (REQUIRED)

Form 1A provides a summary of information related to the proposed NAP project.

1. APPLICANT INFORMATION

- Complete all relevant information that is not pre-populated.
- Grant Number will pre-populate for satellite applicants (current grantees).
- Applicants may check only one category in the Business Entity section. If an applicant is a Tribal or Urban Indian entity and also meets the definition for a public or private entity, then the applicant should select the Tribal or Urban Indian category.
- Applicants may select one or more category for the Organization Type section.

2. PROPOSED SERVICE AREA

2a. Target Population and Service Area Designation

- Population Types: The type of funding requested (i.e., section 330(e)-CHC, section 330(g)-MHC, section 330(h)-HCH, and/or section 330(i)-PHPC) will be pre-populated from the Budget Summary form. Refer to [Section I.3](#) for definitions of the MHC, HCH, and PHPC populations. To change the population type, go to the Budget Summary page of the standard forms and click on Change Sub-Program.
- Service Area Designation: Applicants seeking section 330(e) funding for Community Health Centers (CHC) MUST serve a Medically Underserved Area (MUA) and/or Medically Underserved Population (MUP). Select the MUA and/or MUP designations for the proposed service area and enter the identification number. For information regarding MUAs or MUPs, visit the Shortage Designation Web site at <http://www.hrsa.gov/shortage>, call 1-888-275-4772 (option 1 then option 2), or contact the Shortage Designation Branch at SDB@hrsa.gov or 301-594-0816.

2b. Service Area Type

- Select the type (Urban, Rural, or Sparsely Populated) that describes the majority of the service area. To be determined sparsely populated, the entire proposed service area must have seven or fewer people per square mile. For information about rural populations, visit the Office of Rural Health Policy’s Web site at http://www.hrsa.gov/ruralhealth/policy/definition_of_rural.html.

2c. Target Population Information:

- Applicants with more than one proposed new access point should report aggregate data for all of the sites included in the NAP application.
- New start applicants should report combined data for all of the sites to be included under the scope of project.
- Satellite applicants should report data for the proposed new access point(s) ONLY.

- Provide the number of individuals currently in the service area and target populations. Target population number should be less than or equal to the service area population, since the target population is generally a subset of the service area population.

Projecting Patients and Visits:

When providing the count of patients and visits, ensure that the projections are realistic and appropriate based on the proposed NAP project. If funded, grantees will be held accountable for meeting these patient projections in future continuation applications. Note the following definitions and guidelines (see the UDS Manual available at

<http://bphc.hrsa.gov/healthcenterdatastatistics/reporting> for detailed information):

- A visit is a documented face-to-face contact between a patient and a provider who exercises independent judgment in the provision of services to the individual. To be included as a visit, services must be documented in the patient's record. Such contacts provided by contractors and paid for by the applicant are considered to be visits.
- A patient is an individual who had at least one visit in the previous year.
- Since a patient must have at least one documented visit, it is not possible for the number of patients to exceed the number of visits.
- Do not report patients and visits for services outside the organization's proposed scope of project. Specifically, the scope of project defines the service sites, services, providers, service area, and target population for which Health Center Program grant funds may be used. For more information, see PIN 2008-01 available at <http://bphc.hrsa.gov/policiesregulations/policies/pdfs/pin2008-01.pdf>.
- Do not report patients and visits for pharmacy services.

Patients and Visits by Service Type:

- Project the number of patients and visits anticipated within each service type category across all proposed NAP sites by December 31, 2016. Within each service type category (medical, dental, mental health, substance abuse, and enabling services), an individual can only be counted once as a patient. An individual who receives multiple types of services should be counted once for each service type (e.g., once for medical and once for dental).
- Because a new access point's main purpose must be the provision of comprehensive primary medical care, the number of projected medical patients must be equal to or greater than the number of projected patients within each of the other service types.

Unduplicated Patients and Visits by Population Type:

- Project the number of patients and visits anticipated within each population type category across all proposed NAP sites by December 31, 2016.
- Data reported for patients and visits should not be duplicated within or across the four target population categories (i.e., General Community, Migratory and Seasonal Agricultural Workers, Public Housing Residents, Homeless Persons). Note that Population Type in this table refers to the population being served, not the funding type (i.e., section 330(g), section 330(h), section 330(i)). For example, an applicant applying for only CHC funding (general underserved community – section 330(e)) may still have patients/visits reported in the other population type categories.

- The number of patients to be served by December 31, 2016 will be used to calculate the Unserved, High Poverty Priority Points and will be the number of patients grantees will be held accountable for serving by December 31, 2016 as reported in UDS.

FORM 1B – BPHC FUNDING REQUEST SUMMARY (REQUIRED)

Form 1B collects the funding request for the NAP application. The maximum amount of funding in Year 1 is \$650,000; any one-time funding requested for equipment or minor alteration and renovation (up to \$150,000) is included in this amount. Applicants can request up to \$650,000 for operations in Year 2. Before completing Form 1B, the SF-424A: Budget Information form must be completed. See [Appendix E](#) for instructions on completing the SF-424A.

For the Year 1 operational funding column, enter operational budget information by funding category (CHC, MHC, HCH, and/or PHPC) and then enter any one-time funds requested for minor alteration/renovation, which may also include equipment. No more than \$150,000 can be requested for one-time funds for minor alteration/renovation and/or equipment. Only the types of health center programs selected in the Budget Summary (Section A) of the SF-424A will be available in Form 1B. The budget for Year 2 on Form 1B will be pre-populated from data provided by the applicant in Federal Resources (Section E) of the SF-424A.

Applicants will not be allowed to modify the pre-populated data on this form. If changes are required, applicants must modify the appropriate section of the SF-424A. A link to the SF-424A will be provided for navigation to the appropriate budget sections.

Applicants requesting one-time funding for equipment and/or minor alteration/renovation must indicate if the one-time funds are for: 1) equipment only; 2) minor alteration/renovation with equipment; or 3) minor alteration/renovation without equipment. Applicants requesting one-time funding for equipment only or minor alteration/renovation with equipment must complete an equipment list. Equipment is considered to be loose, moveable items that have a useful life of more than one year. See [Appendix D](#) for detailed instructions on equipment requirements.

Applicants that request one-time funding for minor alteration/renovation (with or without equipment) must complete the Alteration/Renovation (A/R) Project Cover Page, Other Requirements for Sites Form, budget justification for the minor alteration/renovation project, Environmental Information and Documentation (EID) Checklist, and architectural drawings of the proposed alteration/renovation. If the property is leased, the applicant must attach a Landlord Letter of Consent. See [Appendix D](#) for detailed instructions on alteration/renovation requirements.

FORM 1C – DOCUMENTS ON FILE (REQUIRED)

Provide the date that each document listed was last reviewed and, if appropriate, revised. Form 1C provides a summary of documents that support the implementation of Health Center Program requirements and key areas of health center operations. The form lists the corresponding Health Center Program requirements found in [Appendix F](#) and at <http://bphc.hrsa.gov/about/requirements>. Reference this list for more detailed information about each requirement.

All documents noted on Form 1C should be maintained and updated by key management staff and, as appropriate, approved and monitored by the health center's governing board. **Any document on Form 1C that is not in place or current should be included on the Implementation Plan ([Attachment 2](#)) to ensure compliance with Health Center Program requirements within 120 days of the Notice of Award.**

Keep these documents on file, making them available to HRSA **upon request** within 3-5 business days. DO NOT submit these documents with the application. Please note that Form 1C is not intended to provide an exhaustive list of all types of health center documents (e.g., policies and procedures, protocols, legal documents).

Under "Malpractice Coverage Plan" in the "Services" section, new applicants should indicate that malpractice coverage will be in effect as soon as services become operational. Once funded, new grantees can apply for FTCA coverage upon meeting the FTCA eligibility requirements, but they must maintain malpractice coverage in the interim. (FTCA participation is not guaranteed.) Funded health centers who opt out of FTCA (e.g., Public Entity-Health Centers) must maintain malpractice insurance coverage at all times. See [Section VIII](#) for more information about FTCA.

Note: Beyond Health Center Program requirements, other Federal and state requirements may apply to health centers. Applicants are encouraged to seek legal advice from their own counsel to ensure that organizational documents accurately reflect all applicable requirements.

FORM 2 – STAFFING PROFILE (REQUIRED)

Report personnel salaries supported by the total budget and federal request (i.e., requested Health Center Program funds) for each year of the proposed project, including those that are part of an indirect cost rate. Include salaried staff for the entire scope of the NAP project. Anticipated staff changes within the proposed project period must be addressed in [Item 4 of the RESOURCES/CAPABILITIES section of the Project Narrative](#).

- Allocate staff time by function among the staff positions listed. An individual's full-time equivalent (FTE) should not be duplicated across positions. For example, a provider serving as a part-time family physician and a part time medical director should be listed in each respective category, with the FTE percentage allocated to each position (e.g., CMO 30% FTE and family physician 70% FTE). Do not exceed 100% FTE for any individual. For position descriptions, refer to the UDS manual at <http://bphc.hrsa.gov/healthcenterdatastatistics/reporting>.
- Salaries in categories representing multiple positions (e.g., LPN, RN) must be averaged. To calculate the average annual salary, sum the salaries within the category and divide that amount by the total number of FTEs.
- Report ONLY portions of salaries that support activities within the proposed NAP scope of project.
- Do not include contracted staff or volunteers on this form.

The Staffing Profile should be consistent with the amounts for personnel costs included in the budget justification. However, the amount for total salaries (this figure will auto-calculate in EHB) may not match the amount allocated for the Personnel cost category of the Budget Summary Form due to the inclusion of salaries charged to indirect costs on the Staffing Profile.

FORM 3 – INCOME ANALYSIS (REQUIRED)

Complete Form 3 to show the projected patient services and projected income from all sources (other than the Health Center Program grant), for each year of the proposed NAP project period. Form 3 must be based ONLY on the proposed NAP project. Form 3 income is divided into two parts: (1) program income (known as patient service revenue) and (2) all other income.

Patient service revenue is revenue that is directly tied to the provision of services to the health center's patients. Services to patients that are reimbursed by health insurance plans, managed care organizations, categorical grant programs (e.g., family planning), employers, and health provider organizations are classified as patient service revenue. Reimbursements may be based upon visits, procedures, member months, enrollees, the achievement of performance goals, or other service related measures. All income not classifiable as program income is classified as other income.

New start applicants that do not have an FQHC reimbursement rate for services provided to Medicaid and Medicare beneficiaries may contact their State/Regional Primary Care Association to inquire about FQHC rates for service delivery programs that are similar in size. For contact listings, refer to <http://bphc.hrsa.gov/technicalassistance/partnerlinks>.

Part 1: Patient Service Revenue - Program Income

The program income section groups billable visits and income into the same five payer groupings used in the Uniform Data System (UDS). See the UDS Manual available at <http://bphc.hrsa.gov/healthcenterdatastatistics> for details. All patient service revenue is reported in this section of the form. This includes all income from medical, dental, mental health, substance abuse, other professional, vision, and other clinical services as well as income from ancillary services such as laboratory, pharmacy, and imaging services.

Patient service revenue includes income earned from Medicaid and Medicare rate settlements and wrap reconciliations which are designed to make up the difference between the approved FQHC rate and the interim amounts received. It includes risk pool and other incentive income as well as primary care case management fees.

Patient service revenue associated with sites or services not in the NAP scope of project is to be excluded.

Column (a) Patients by Primary Medical Insurance: These are the projected number of unduplicated patients classified by payer based upon the patient's *primary medical insurance*. The primary insurance is the payer that is billed first. The patients are classified in the same way as found in UDS Table 4, lines 7 – 12. This column should not include patients who are only seen for non-billable or enabling service visits. Examples for determining where to count patients include:

- A crossover patient with Medicare & Medicaid coverage is to be classified as a Medicare patient on line 2.
- A Medicaid patient with no dental coverage who is only seen for dental services is to be classified as a Medicaid patient on line 1 with a self-pay visit on line 5.

Column (b): Billable Visits: These include all billable/reimbursable visits.¹⁴ There may be other exclusions or additions which, if significant, should be noted in the Comments/Explanatory Notes box at the bottom of the form. Billable services related to laboratory, pharmacy, imaging, and other ancillary services are not to be included in this column (see [ancillary instructions](#) under the payer categories below).

Column (c): Income per Visit: This value may be calculated by dividing projected income by billable visits.

Column (d): Projected Income: This is the projected accrued net revenue, including an allowance for bad debt from all patient services for each pay grouping in the first year of the proposed project period.

Column (e): Prior FY Income Mo/Yr: This is the income data from the most recent fiscal year, which will be either interim statement data or audit data. The fiscal year was specified because the interim data can eventually be compared to actual audit data.

(Lines 1 – 5) Payer Categories: There are five payer categories including Medicaid, Medicare, Other Public, Private, and Self-Pay, reflecting the five payer groupings used in Table 9d of the UDS. The UDS instructions are to be used to define each payer category (see the UDS Manual available at <http://bphc.hrsa.gov/healthcenterdatastatistics>).

Visits are reported on the line of the primary payer (payer billed first). The income is classified by the payer groupings where the income is earned. When a single visit involves more than one payer, attribute that portion of the visit income to the payer group from which it is earned. In cases where there are deductibles and co-payments to be paid by the patient, that income is to be shown on the self-pay line. If the co-payment is to be paid by another payer, that income should be shown on the other payer's line. It is acceptable if the applicant cannot accurately associate the income to secondary and subsequent sources.

All service income is to be classified by payer, including pharmacy and other ancillary service revenue. In the event the applicant does not normally classify the projected ancillary or other service revenue by payer category, the projected income is to be allocated by payer group using a reasonable allocation method, such as the proportion of medical visits or charges. The method used should be noted in the Comments/Explanatory Notes section at the bottom of the form.

(Line 1) Medicaid: This includes income from FQHC cost reimbursement; capitated managed care; fee-for-service managed care; Early Periodic Screening, Diagnosis, and Treatment (EPSDT); Children's Health Insurance Program (CHIP); and other reimbursement arrangements administered either directly by the state agency or by a fiscal intermediary. It includes all projected income from managed care capitation, settlements from FQHC cost reimbursement reconciliations, wrap payments, incentives, and primary care case management income.

¹⁴ These visits will correspond closely with the visits reported on the UDS Table 5, excluding enabling service visits.

(Line 2) Medicare: This includes income from the FQHC cost reimbursement, capitated managed care, fee-for-service managed care, Medicare Advantage plans, and other reimbursement arrangements administered either directly by Medicare or by a fiscal intermediary. It includes all projected income from managed care capitation, settlements from the FQHC cost reimbursement, risk pool distributions, performance incentives, and care management fee income from the ACA Medicare Demonstration Program.

(Line 3) Other Public: This includes income from federal, state, or local government programs earned for providing services that is not reported elsewhere. A CHIP operated independently from the Medicaid program is an example of other public insurance. Other public also includes income from categorical grant programs when the grant income is earned by providing services. Examples of these include CDC's National Breast and Cervical Cancer Early Detection Program and the Title X Family Planning Program.

(Line 4) Private: This includes income from private insurance plans, managed care plans, insurance plans from the ACA marketplaces/exchanges, and other private contracts for service. This includes plans such as Blue Cross and Blue Shield, commercial insurance, managed care plans, self-insured employer plans, group contracts with unions and employers, service contracts with employers, and Veterans Administration Community Based Outpatient Clinic (CBOC) contracts. Income from health benefit plans which are earned by government employees, veterans, retirees, and dependents, such as TRICARE, the federal employee health benefits program, state employee health insurance benefit programs, teacher health insurance, and similar plans are to be classified as private insurance. Private insurance is earned or paid for by the beneficiary and other public insurance is unearned or based upon meeting the plan's eligibility criteria.

(Line 5) Self-Pay: This includes income from patients, including full-pay self-pay and sliding fee patients, as well as the portion of the visit income for which an insured patient is personally responsible.

(Line 6) Total: This is the sum of lines 1-5.

Part 2: Other Income – Other Federal, State, Local and Other Income

This section includes all income other than the patient service revenue shown in Part 1 (not including the NAP grant request). It includes other federal, state, local, and other income. It is income that is earned but not directly tied to providing visits, procedures, or other specific services. Income is to be classified on the lines below based upon the source from whom the revenue is received. Income from services provided to non-health center patients (patients of an entity with which the health center is contracting) either in-house or under contract with another entity such as a hospital, nursing home or other health center is to be reported in Part 2: Other Income (see examples below). This would include income from in-house retail pharmacy sales to individuals who are not patients of the health center. See Lines 9 and 10 for examples of services provided to non-health center patients (patients of an entity with which the health center is contracting).

(Line 7) Other Federal: This is income from federal grants where the NAP applicant is the recipient of a Notice of Award from a federal agency. It does not include the NAP grant request or federal funds awarded through intermediaries (see Line 9 below). It includes grants from federal sources such as the Centers for Disease Control (CDC), Housing and Urban Development (HUD), Centers for Medicaid and Medicare Services (CMS), Health and Human Service (HHS) grants under the Ryan White Part C program, and others. The CMS Medicare and Medicaid electronic health record incentive program income is reported here in order to be consistent with the UDS reporting instruction.

(Line 8) State Government: This is income from state government grants, contracts, and programs, including uncompensated care grants; state indigent care income; emergency preparedness grants; mortgage assistance; capital improvement grants; school health grants; Women, Infants, and Children (WIC); immunization grants; and similar awards.

(Line 9) Local Government: This is income from local government grants, contracts, and programs, including local indigent care income, community development block grants, capital improvement project grants, and similar awards. For example: (1) a health center that contracts with the local Department of Health to provide services to the Department's patients is to report all the income earned under this contract on this line, and (2) Ryan White Part A funds are federal funds awarded to municipalities who in turn make awards to provider organizations, so Ryan White Part A grants would be classified as income earned from a local government and be shown on this line.

(Line 10) Private Grants/Contracts: This is income from private sources such foundations, non-profit entities, hospitals, nursing homes, drug companies, employers, other health centers, and similar entities. For example, a health center operating a 340B pharmacy in part for its own patients and in part as a contractor to another health center is to report the pharmacy income for its own patients in Part 1 and the income from the contracted health center on this line.

(Line 11) Contributions: This is income from private entities and individual donors which may be the result of fund raising.

(Line 12) Other: This is incidental income not reported elsewhere and includes items such as interest income, patient record fees, vending machine income, dues, and rental income. Applicants typically have at least some Other income to report on Line 12.

(Line 13) Applicant (Retained Earnings): This is the amount of funds needed from the applicant's retained earnings or reserves in order to achieve a breakeven budget. Explain in the Comments/Explanatory notes section why applicant funds (retained earnings) are needed to achieve a breakeven budget. Amounts from non-federal sources, combined with the Section 330 funds, should be adequate to support normal operations.

(Line 14) Total Other: This is the sum of lines 7 – 13.

(Line 15) Total Non-Federal: This is the sum of Lines 6 and 14 and is the total non-federal (non-section 330) income.

Note: DO NOT include in-kind donations on the Income Analysis form. However, applicants may discuss in-kind contributions in Item 2 of the [SUPPORT REQUESTED](#) section of the Project Narrative. Additionally, such donations may be included on the SF-424A (Section A: Budget Summary—Non-Federal Resources under New or Revised Budget).

FORM 4 – COMMUNITY CHARACTERISTICS (REQUIRED)

Report service area and target population data for the entire scope of the project (i.e., all proposed NAP sites) for which data are available. Information provided regarding race and ethnicity will be used only to ensure compliance with statutory and regulatory governing board requirements and will not be used as an awarding factor.

Service area data must be specific to the proposed project and include the total number of persons for each characteristic (percentages will automatically calculate in EHB). If information for the service area is not available, extrapolate data from the U.S. Census Bureau, local planning agencies, health departments, or other local, state, and national data sources. Estimates are acceptable.

Target population data is most often a subset of service area data. Report the number of persons for each characteristic (percentages will automatically calculate in EHB). ***Patient data should not be used to report target population data since patients are typically a subset of all individuals targeted for service.*** Estimates are acceptable.

If the target population includes a large number of transient individuals (e.g., the county has an influx of migratory and seasonal agricultural workers during the summer months) that are not included in the dataset used for service area data (e.g., Census data), the applicant should adjust the service area numbers accordingly to ensure that the target population numbers are always less than or equal to the service area numbers.

Note: The total numbers for the first four sections of this form (i.e., Race, Hispanic or Latino Ethnicity, Income as a Percent of Poverty Level, and Primary Third Party Payment Source) **must match**. These total numbers must also be consistent with the service area and target population totals reported on [Form 1A](#).

Guidelines for Reporting Race

All individuals must be classified in one of the racial categories, including individuals who also consider themselves Hispanic or Latino. If the data source does not separately classify Hispanic or Latino individuals by race, report them as Unreported/Declined to Report. Utilize the following race definitions:

- Native Hawaiian – Persons having origins in any of the original peoples of Hawaii.
- Other Pacific Islanders – Persons having origins in any of the original peoples of Guam, Samoa, Palau, Tonga, Chuuk, Yap, or other Pacific Islands in Micronesia, Melanesia, or Polynesia.
- Asian – Persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

- American Indian/Alaska Native – Persons having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- More Than One Race – Persons who identify with two or more races.

Guidelines for Reporting Hispanic or Latino Ethnicity

- If ethnicity is unknown, report individuals as Unreported/Declined to Report.
- Utilize the following ethnicity definition: Hispanic or Latino – Persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Note: Applicants compiling data from multiple data sources may find that the total numbers vary across sources. Such applicants should make adjustments as needed to ensure that the total numbers for the first four sections of this form match.

Guidelines for Reporting Special Populations

The Special Populations section of this form does not have a row for total numbers. Individuals that represent multiple special population categories should be counted in all applicable categories.

FORM 5A – SERVICES PROVIDED (REQUIRED)

Identify the services that will be available through the proposed new access point(s) and how the services will be provided (i.e., Direct by Health Center, Formal Written Agreement (Health Center Pays for Service), Formal Written Referral Arrangement). The new access point(s) must provide the required services either directly onsite or through established agreements/arrangements without regard to ability to pay and on a sliding fee discount schedule. Established agreements must be summarized in [Attachment 7](#) and, if they constitute a significant portion of the applicants scope of project, agreements/contracts must be noted on [Form 8](#).

Information presented on Form 5A will be used by HRSA to determine the scope of project for the NAP grant. Only the services included on Form 5A will be considered to be in the approved scope of project. Services described or detailed in other portions of the application (e.g., narratives, attachments) are not considered to be included in the approved scope of project if the application is funded. Refer to the Scope of Project policy documents available at <http://bphc.hrsa.gov/about/requirements/scope> for more information on services and modes of service delivery.

NOTE: Specialty services and Other Services may not be included in an applicant's proposed scope of project at the time of NAP submission. However, specialty services may be added to the scope of project through the Change in Scope process after a NAP grant has been awarded. Refer to PIN 2009-02: Specialty Services and Health Centers' Scope of Project available at <http://bphc.hrsa.gov/policiesregulations/policies/pdfs/pin200902.pdf> for more information.

FORM 5B – SERVICE SITES (REQUIRED)

Identify the NAP site(s).¹⁵ Applicants must certify on the Summary Page Form that all sites included on Form 5B will be open and operational within 120 days of Notice of Award. Provide the required data for each proposed new access point that meets the definition of a service site. Refer to PIN 2008-01: Defining Scope of Project and Policy for Requesting Changes available at <http://bphc.hrsa.gov/policiesregulations/policies/pin200801.html> for more information on defining service sites and for special instructions for recording mobile, intermittent, or other site types. Information presented on Form 5B will be used by HRSA to determine the scope of project for the NAP grant. Only the service sites included on Form 5B will be considered to be in the approved scope of project. Service sites described or detailed in other portions of the application (e.g., narratives, attachments) are not considered to be included in the approved scope of project if the application is funded. On each Form 5B, applicants should include the zip codes for the area served by the site. The zip code of the site address must be listed in the service area zip codes on Form 5B. The applicant's entire service area (as described on Form 4) should be represented by the consolidation of all zip codes across all proposed service sites (all 5B forms). The zip codes listed on Form 5B will be used to calculate the Unserved, High Poverty and Sparsely Populated Priority Points.

NOTE: At least one proposed service site must be a full-time (operational 40 hours or more per week), permanent service delivery site (with the exception of proposed NAP projects serving only migratory and seasonal agricultural workers, which may propose a full-time, seasonal service delivery site) that provides comprehensive primary medical care as its main purpose. A permanent site is a fixed building location. Subsequent service sites may be administrative, part-time, seasonal, etc.

NOTE: In HRSA EHB, applicants will have to state if the proposed site is a Domestic Violence site (e.g., emergency shelter). If so, applicants will not provide a street address to protect the confidentiality of the precise location.

FORM 5C – OTHER ACTIVITIES/LOCATIONS (AS APPLICABLE)

Provide requested data for other activities/locations (e.g., home visits, health fairs). List only the activities/locations that: 1) do not meet the definition of a service site; 2) are conducted on an irregular timeframe/schedule; and/or 3) offer a limited activity from within the full complement of health center activities included within the scope of project. NAP service site(s) should not be listed. Refer to PIN 2008-01: Defining Scope of Project and Policy for Requesting Changes (available at <http://bphc.hrsa.gov/policiesregulations/policies/pin200801.html>) for more details.

Information presented on Form 5C will be used by HRSA to determine the scope of project for the NAP grant. Note that Form 5C will only add activities/locations to the scope of the project that meet the criteria listed above. Any additional activities/locations described or detailed in other portions of the application (e.g., narratives, attachments) that are not listed on Form 5C are not considered to be included in the approved scope of project if the application is funded.

¹⁵ A current Health Center Program look-alike may propose the site(s) currently included in its Health Center Program look-alike scope of project, as well as new site(s), as long as those sites are not included in any Health Center Program grantee's scope of project.

FORM 6A – CURRENT BOARD MEMBER CHARACTERISTICS (REQUIRED)

List all current board members and provide the requested details. For more information regarding board requirements, refer to the Health Center Program Governance policy available at <http://www.bphc.hrsa.gov/policiesregulations/policies/pin201401.html>.

- Public entities with co-applicant health center governing boards must list the co-applicant board members.
- Applicants planning to request a waiver of the 51% patient majority requirement must list the health center's board members, not the members of any advisory councils.
- List the current board office position held for each board member, if applicable (e.g., Chair, Treasurer).
- List each board member's area of expertise (e.g., finance, education, nursing).
- Indicate if each board member derives more than 10 percent of income from the health care industry.
- Indicate if each board member is a health center patient. Patient board members must be a current registered patient of the health center and must have accessed the health center in the past 24 months to receive at least one service (in scope) that generated a health center visit. (Refer to [Form 1A](#) instructions above for the definition of a visit).
- Indicate if each board member lives and/or works in the service area. Note: This is not a requirement to serve on a health center board, but assists with assessing how representative the board is of the community being served.
- List how long each individual has served on the board.
- Indicate if each board member is a representative of/for a special population (i.e., persons experiencing homelessness, migratory and seasonal agricultural workers, residents of public housing).
- Indicate gender, ethnicity, and race of board members who are patients of the health center.

For applicants that currently receive Health Center Program funding (satellite applicants), the list of board members will be pre-populated from the latest approved application. Applicants are expected to update pre-populated information as appropriate.

NOTE: Indian tribes or tribal, Indian, or urban Indian organizations are not required to complete this form and can click Save and Continue to mark the form complete without providing the requested information. However, such applicants may include information on this form as desired.

FORM 8 – HEALTH CENTER AGREEMENTS (REQUIRED)

Complete Part I, indicating whether current or proposed agreements constitute a substantial portion of the proposed scope of project. If a proposed site is operated by a sub-recipient or contractor, as identified in [Form 5B](#), the answer must be yes. If **Yes**, indicate the number of each type in the appropriate field. If **No**, skip to the Governance Checklist in Part II.

Complete Part II, Governance Checklist. If the response to any of the Governance Checklist items is **No**, the response to the question regarding agreements/arrangements affecting the governing board's composition, authorities, functions, or responsibilities must be **Yes**, and the

number of such agreements/arrangements must be indicated. Additionally, **No** responses for the Governance Checklist must be explained in [Item 2 of the RESOURCES/CAPABILITIES section of the Project Narrative](#). Health centers operated by Indian tribes or tribal, Indian, or urban Indian groups may select **Yes** for all items on the Governance Checklist.

Part III should be completed only by applicants that responded **Yes** to Part I.1 or Part II.2. In Part III, use the Organization Agreement Details section to provide the contact information for each organization (up to 10) with which an agreement/arrangement either (1) constitutes a substantial portion of the proposed scope of project (as described in Part I) or (2) impacts the governing board's composition, authorities, functions, or responsibilities (as described in Part II). If a proposed site is operated by a sub-recipient or contractor, as identified in [Form 5B](#), the applicant must attach the agreement or contract. **Upload each agreement/arrangement** (up to 5 for each organization) in full. Agreements/arrangements that exceed these limits should be included in [Attachment 15](#). As a reminder, a summary of all sub-recipient arrangements, contracts, and affiliation agreements must be included in [Attachment 7](#).

Note: Items attached to Form 8 will **not** count against the page limit. Items included in [Attachments 7 and 15](#) **will** count against the page limit.

FORM 9 – NEED FOR ASSISTANCE (NFA) WORKSHEET (REQUIRED)

The worksheet is presented in three sections: Core Barriers, Core Health Indicators, and Other Health and Access Indicators. Refer to the Data Resource Guide (available at <http://www.hrsa.gov/grants/apply/assistance/NAP>) for recommended data sources and methodology. To ensure data consistency and validity, applicants must adhere to the following instructions when completing the form. Applicants will be asked to verify the validity of NFA data on the Summary Page Form.

GENERAL INSTRUCTIONS

Only one NFA Worksheet will be submitted per applicant regardless of the number of new access points proposed.

- **New start applicants** must complete the NFA Worksheet based on the entire proposed scope of project.
- **Satellite applicants** must complete the NFA Worksheet based on the **proposed new access point(s) ONLY**.

If an applicant proposes **multiple sites, populations, and/or service areas**, the NFA Worksheet responses should represent the total combined population for all sites. **Only one response may be submitted for each barrier or health indicator.**

Guidelines for Completing the NFA Worksheet:

- If no response is provided for a particular barrier or health indicator, or if the data source and date for the response are not provided, no points will be awarded for that barrier or health indicator.
- All responses must be expressed as a finite number (e.g., 212.5) and cannot be presented as a range (e.g., 31-35).

- Recommended data sources are identified in the Data Resource Guide located at <http://www.hrsa.gov/grants/apply/assistance/NAP>. Alternative sources must have the same parameters for each indicator as the source in the Data Resource Guide. For example, any source used for diabetes prevalence must provide age-adjusted rates. See the Data Resource Guide for more information.
- Responses to all indicators must be expressed in the same format/unit of analysis identified on the worksheet (e.g., a mortality ratio cannot be used to provide a response to age-adjusted death rate). The following table provides examples of the unit and format of responses:

Format/Unit of Analysis	Example Format	Example Description
Percent	25%	25 percent of target population is uninsured
Prevalence expressed as a percent	8.5%	8.5 percent of population has asthma
Prevalence expressed as a rate	9 per 1,000 population	9 of every 1,000 infants die
Rate	50 per 100,000	50 hospital admissions for hypertension per 100,000 population
Ratio	3,000:1	3,000 people per every 1 primary care physician

Note: When entering rate or ratio data in EHB, provide only the variable number, not the entire ratio (i.e., 3,000:1 would be entered as 3,000).

POPULATION BASIS FOR DATA

Provide data for three of four Core Barriers in Section 1, one Core Health Indicator for each of six categories in Section 2, and two of the 13 Other Health and Access Indicators in Section 3. All responses, with the exception of those for Core Barriers B, C, and D, should be based on data for the target population within the proposed service area to the extent appropriate and possible per the following table.

Data Reporting Guidelines Table

Applicants should report data for the NFA Worksheet measures based on the population groups specified in the table below. In cases where data are not available for the specific service area or target population, applicants may use extrapolation techniques to make valid estimates using data available for related areas and population groups (see below). Where data are not directly available and extrapolation is not feasible, applicants should use the best available data describing the area or population to be served. In such a case, applicants must explain the data provided.

Form Sections	General Community 330(e) ONLY	General Community 330(e) plus one or more Special Populations (330(g), (h), and/or (i))	One or more Special Populations 330(g), (h), and/or (i) ONLY
Core Barrier A: Population to One FTE Primary Care Physician	Target Population	Target Population	Target Population
Core Barrier B: Percent of Population below 200% of Poverty	Service Area	Service Area	Target Population
Core Barrier C: Percent of Population Uninsured	Service Area	Service Area	Target Population
Core Barrier D: Distance or Travel Time to Nearest Primary Care Provider Accepting New Medicaid and Uninsured Patients	N/A	N/A	N/A
Core Health Indicator Reporting	Target Population	Target Population	Target Population
Other Health and Access Indicator Reporting	Target Population	Target Population	Target Population

Note: Core Barrier D: Distance or Travel Time to Nearest Primary Care Provider Accepting New Medicaid and Uninsured Patients is not calculated based on population. For Core Barrier D, distance/time is measured from the proposed site to the nearest provider accepting new Medicaid and uninsured patients.

Extrapolation

For detailed instructions for each indicator and information on using and documenting acceptable extrapolation techniques, refer to the Data Resource Guide (available at <http://www.hrsa.gov/grants/apply/assistance/NAP>). Extrapolation to the service area, target population, or both may be needed. The need for extrapolation will depend on:

- Which Core Barrier or Health Indicator is being reported
- Whether the applicant is targeting the entire population within the service area or a specific subset of the population
- The availability and specificity of data for each Core Barrier and Health Indicator

The following scenarios assume that data is available according to differentiating demographics, and that the applicant can describe the target area or subpopulation to be served according to the demographics.

Scenario 1: Extrapolation to a Service Area from a larger area

Data are available at the county level but the applicant's service area includes only certain Census tracts within that county. The applicant would follow instructions in the Data Resource Guide for how to extrapolate data from the larger geographic area to the service area.

Scenario 2: Extrapolation to a Target Population from the Service Area population

Data are available at a geographic level that matches the service area, but the applicant is serving a specific target population within that area. The applicant would follow instructions in the Data Resource Guide for how to extrapolate data from the service area to the target population.

Scenario 3: Extrapolation to a Service Area and Target Population from the total population in a larger area

Data are available at the county level. The applicant's target population is the low-income population in a service area comprised of certain Census tracts within that county. The applicant would follow instructions in the Data Resource Guide for how to extrapolate data from the county to the service area and the target population within that area.

Note: Applicants must document how extrapolation was conducted and what data sources were used. The Data Resource Guide provides additional detail on using and documenting acceptable extrapolation techniques. If data are not available to conduct a valid extrapolation to the specific service area and/or target population, the applicant must use data pertaining to the immediately surrounding geographic area/population (e.g., if target population data are not available, service area data may be used; if county level data are available, state level data cannot be used).

DATA RESPONSE AND SOURCES

The Data Resource Guide provides a listing of recommended data sources and instructions on utilizing these sources to report each indicator. Applicants may use these sources or other alternate publicly available data sources if the data is collected and analyzed in the same way as the suggested data source. Applicants must use the following guidelines when reporting data:

- (a) All data must be from a reliable and independent source, such as a state or local government agency, professional body, foundation, or other well-known organization using recognized, scientifically accepted data collection and/or analysis methods. Applicants must assure that any alternate sources used collect and report data in the same manner as the suggested data source.
- (b) Applicants must provide the following information:
 - **Data Response**—The data reported for each indicator on which the NFA score will be based.
 - **Year to which Data Apply**—Provide the year of the data source. If the data apply to a period of more than one year, provide the most recent year for the data reported.
 - **Data Source/Description**—If a data source other than what is included in the Data Resource Guide is utilized, name the data source and provide a rationale (e.g., more current, more geographically specific, more population specific). For example, if a county-level survey which meets all the required criteria was used, name that survey and provide a rationale for using it.
 - **Methodology Utilized/Extrapolation Method**—Provide the following information:
 - Extrapolation methodology used – State whether extrapolation was from one geographic area to another, one population to another, both, or none.
 - Differentiating factor used – Describe the demographic factor upon which the extrapolation was based (e.g., rates by age, gender) and data source.

- Level of geography – State geographic basis for the data (e.g., the data source may be a national survey, but the geographic basis for extrapolation was at the county level).
- **Identify Geographic Service Area or Target Population for Data**—Define the service area and/or target population used (e.g., zip codes, Census tracts, MUA or MUP designation, population type).

NFA WORKSHEET SCORING (Maximum 100 points to be converted to a 20-point scale)

The NFA Worksheet will be scored out of a total possible 100 points. If no response or data source is provided for a Barrier or Indicator, **no** points will be awarded for that indicator.

SECTION I: CORE BARRIERS (Maximum 60 points)

A response is required for **3 of the 4 Core Barriers**. The points awarded for each Barrier response will be calculated using the point distributions provided below.

a. Population to One FTE Primary Care Physician

Population to One FTE Primary Care Physician	
Scaling	Points
< 1641	0
1641 to <1979	1
1979 to <2318	2
2318 to <2656	3
2656 to <2995	4
2995 to <3333	5
3333 to <3672	6
3672 to <4010	7
4010 to <4348	8
4348 to <4687	9
4687 to <5025	10
5025 to <5364	11
5364 to <5702	12
5702 to <6040	13
6040 to <6379	14
6379 to <6717	15
6717 to <7056	16
7056 to <7394	17
7394 to <7733	18
7733 to <8071	19
≥ 8071	20

b. Percent of Population Below 200 Percent of Poverty¹⁶

Percent of Population Below 200% of Poverty	
Scaling	Points
< 36.6%	0
36.6% to <38.2%	1
38.2% to <39.8%	2
39.8% to <41.5%	3
41.5% to <43.1%	4
43.1% to <44.7%	5
44.7% to <46.3%	6
46.3% to <47.9%	7
47.9% to <49.6%	8
49.6% to <51.2%	9
51.2% to <52.8%	10
52.8% to <54.4%	11
54.4% to <56.1%	12
56.1% to <57.7%	13
57.7% to <59.3%	14
59.3% to <60.9%	15
60.9% to <62.5%	16
62.5% to <64.2%	17
64.2% to <65.8%	18
65.8% to <67.4%	19
≥ 67.4%	20

¹⁶ Data must be submitted for the proposed service area (not the target population), unless serving special population(s) ONLY.

c. Percent of Population Uninsured¹⁷

Percent of Population Uninsured	
Scaling	Points
< 14.1%	0
14.1% to <14.9%	1
14.9% to <15.8%	2
15.8% to <16.6%	3
16.6% to <17.5%	4
17.5% to <18.3%	5
18.3% to <19.2%	6
19.2% to <20.0%	7
20.0% to <20.9%	8
20.9% to <21.7%	9
21.7% to <22.6%	10
22.6% to <23.4%	11
23.4% to <24.3%	12
24.3% to <25.1%	13
25.1% to <26.0%	14
26.0% to <26.8%	15
26.8% to <27.7%	16
27.7% to <28.5%	17
28.5% to <29.4%	18
29.4% to <30.2%	19
≥ 30.2%	20

d. Distance (miles) OR travel time (minutes) to nearest primary care provider accepting new Medicaid and uninsured patients

Distance (in miles)	Driving time (in minutes)	Points
Scaling	Scaling	
< 7	< 13	0
7 to <10	13 to <17	1
10 to <12	17 to <20	2
12 to <14	20 to <23	3
14 to <16	23 to <26	4
16 to <18	26 to <29	5
18 to <20	29 to <33	6
20 to <22	33 to <36	7
22 to <25	36 to <39	8
25 to <27	39 to <42	9
27 to <29	42 to <45	10
29 to <31	45 to <49	11
31 to <33	49 to <52	12
33 to <35	52 to <55	13
35 to <37	55 to <58	14
37 to <40	58 to <62	15
40 to <42	62 to <65	16
42 to <44	65 to <68	17
44 to <46	68 to <71	18
46 to <48	71 to <74	19
≥ 48	≥ 74	20

SECTION II: CORE HEALTH INDICATORS (Maximum 30 points)

Applicant must provide a response to **1 core health indicator from each of the 6 categories:** Diabetes, Cardiovascular Disease, Cancer, Prenatal and Perinatal Health, Child Health, and Behavioral Health. The table below provides the national median (50th percentile) benchmark and, where applicable, the severe (75th percentile) benchmark for each indicator within the six categories. Benchmarks are based on national public data sources such as the Centers for Disease Control, Substance Abuse and Mental Health Services Administration, Agency for Healthcare Research and Quality, HRSA, and the Census.

Applicants will receive four points for each response that **exceeds** the corresponding national median benchmark and one additional point if the response also **exceeds** the corresponding severe benchmark. Data that equal a benchmark will not receive any corresponding points.

¹⁷ Data must be submitted for the proposed service area (not the target population), unless serving special population(s) ONLY.

If an applicant determines that none of the specified indicators represent the applicant’s service area or target population, the applicant may propose to use an “Other” alternative for that core health indicator category. In such a case, the applicant must specify the indicator’s definition, data source, benchmark, source of the benchmark, and rationale for using the alternative indicator. However, the applicant will **NOT** be eligible for additional points for exceeding a severe benchmark (four points maximum for each “Other” indicator). See the Data Resource Guide for detailed instructions on providing documentation for an “Other” indicator.

SECTION II: CORE HEALTH INDICATOR CATEGORIES	National Median Benchmark (4 Points if Exceeded)	Severe Benchmark (1 Additional Point if Exceeded)
1. Diabetes		
1(a) Age-adjusted diabetes prevalence	8.1%	9.2%
1(b) Adult obesity prevalence	27.6%	30.2%
1(c) Age-adjusted diabetes mortality ¹⁸ rate (per 100,000)	22.5	24.8
1(d) Percent of diabetic Medicare enrollees not receiving a hemoglobin A1c (HbA1c) test	18.0%	20.4%
1(e) Percent of adults (18 years and older) with no physical activity in the past month	24.0%	26.6%
1(f) <i>Other</i>	<i>Provided by Applicant</i>	<i>N/A</i>
2. Cardiovascular Disease		
2(a) Hypertension hospital admission rate (18 years and older; per 100,000)	61.4	66.3
2(b) Congestive heart failure hospital admission rate (18 years and older; per 100,000)	361.7	378.3
2(c) Age-adjusted mortality from diseases of the heart ¹⁹ (per 100,000)	179.4	203.2
2(d) Proportion of adults reporting diagnosis of high blood pressure	28.7%	31.4%
2(e) Percent of adults who have not had their blood cholesterol checked within the last 5 years	23.1%	25.7%
2(f) Age-adjusted cerebrovascular disease mortality (per 100,000)	41.4	46.3
2(g) <i>Other</i>	<i>Provided by Applicant</i>	<i>N/A</i>
3. Cancer		
3(a) Cancer screening – percent of women 18 years and older with no Pap test in past 3 years	18.4%	20.1%
3(b) Cancer screening – percent of women 50 years and older with no mammogram in past 2 years	22.2%	25.8%
3(c) Cancer screening – percent of adults 50 years and older with no fecal occult blood test (FOBT) within the past 2 years	83.3%	85.0%

¹⁸ Number of deaths per 100,000 reported as due to diabetes as the underlying cause or as one of multiple causes of death (ICD-10 codes E10-E14).

¹⁹ Total number of deaths per 100,000 reported as due to heart disease (includes ICD-10 codes I00-I09, I11, I13, and I20-I51).

SECTION II: CORE HEALTH INDICATOR CATEGORIES	National Median Benchmark (4 Points if Exceeded)	Severe Benchmark (1 Additional Point if Exceeded)
3(d) Percent of adults who currently smoke cigarettes	17.3%	20.3%
3(e) Age-adjusted colorectal cancer mortality (per 100,000)	14.0	15.2
3(f) Age-adjusted breast cancer mortality (per 100,000) among females	22.1	23.8
3(g) Other	<i>Provided by Applicant</i>	<i>N/A</i>
4. Prenatal and Perinatal Health		
4(a) Low birth weight (<2500 grams) rate (5 year average)	7.9%	9.4%
4(b) Infant mortality rate (5 year average; per 1,000)	6.6	7.9
4(c) Births to teenage mothers (ages 15-19; percent of all births)	8.4%	10.0%
4(d) Late entry into prenatal care (entry after first trimester; percent of all births)	16.4%	21.1%
4(e) Cigarette use during pregnancy (percent of all pregnancies)	14.1%	18.2%
4(f) Percent of births that are preterm (<37 weeks gestational age)	12.0%	13.0%
4(g) Other	<i>Provided by Applicant</i>	<i>N/A</i>
5. Child Health		
5(a) Percent of children (19-35 months) not receiving recommended immunizations: 4-3-1-3-3-1-4 ²⁰	30.0%	34.6%
5(b) Percent of children not tested for elevated blood lead levels by 72 months of age	84.1%	89.3%
5(c) Pediatric asthma hospital admission rate (2-17 year olds; per 100,000)	116.0	148.3
5(d) Percent of children (10-17 years) who are obese	15%	18.1%
5(e) Other	<i>Provided by Applicant</i>	<i>N/A</i>
6. Behavioral Health		
6(a) Percent of adults with at least one major depressive episode in the past year	6.6%	7.3%
6(b) Suicide rate (per 100,000)	13.5	15.2
6(c) Binge alcohol use in the past month (percent of population 12 years and older)	24.1%	26.1%
6(d) Age-adjusted drug poisoning (i.e., overdose) mortality rate per 100,000 population	12.3	14.8
6(e) Other	<i>Provided by Applicant</i>	<i>N/A</i>

²⁰ 4 DTaP, 3 polio, 1 MMR, 3 Hib, 3 hepatitis B, 1 varicella, and 4 Pneumococcal conjugate.

SECTION III: OTHER HEALTH AND ACCESS INDICATORS (Maximum 10 points)

Applicants must provide responses to **2 of the 13** Other Health and Access Indicators. Applicants will receive 5 points for each response that **exceeds** the corresponding national median benchmark provided in the table below.

OTHER HEALTH AND ACCESS INDICATORS	National Median Benchmark (5 Points if Exceeded)
(a) Age-adjusted death rate (per 100,000)	764.8
(b) HIV infection prevalence	0.2%
(c) Percent elderly (65 and older)	15.2%
(d) Adult asthma hospital admission rate (18 years and older; per 100,000)	130.7
(e) Chronic Obstructive Pulmonary Disease hospital admission rate (18 years and older; per 100,000)	227.2
(f) Influenza and pneumonia death ²¹ rate (3 year average; per 100,000)	18.6
(g) Adult current asthma prevalence	9.0%
(h) Age-adjusted unintentional injury deaths (per 100,000)	40.0
(i) Percent of population linguistically isolated (people 5 years and over who speak a language other than English at home)	10.3%
(j) Percent of adults (18+ years old) that could not see a doctor in the past year due to cost	13.4%
(k) Percentage of adults 65 years and older who have not had a flu shot in the past year	32.6%
(l) Chlamydia (sexually transmitted infection) rate (per 100,000)	389.5
(m) Percent of adults without a visit to a dentist or dental clinic in the past year for any reason	30.4%

CONVERSION OF NFA WORKSHEET SCORE TO APPLICATION SCORE

The NFA Worksheet will be converted to a 20-point scale using the following conversion table. The converted NFA Worksheet score will account for up to 20 points out of 100 total points for the overall application score (up to 20 of the available 30 points for the **NEED** section of the Project Narrative). Applicants will be able to view the scores for each NFA section in the read-only version of the form accessible in the Review section of the Program Specific Forms. The total NFA Worksheet score can also be found on the Summary Page for the Program Specific Forms. Applicants should ensure their understanding of the system-calculated score prior to application submission.

²¹ Three year average number of deaths per 100,000 due to influenza and pneumonia (ICD 10 codes J09-J18).

NFA WORKSHEET TO APPLICATION SCORE CONVERSION TABLE

NFA Worksheet Score	=	Converted Application Need Score
100-96	=	20
95-91	=	19
90-86	=	18
85-81	=	17
80-76	=	16
75-71	=	15
70-66	=	14
65-61	=	13
60-56	=	12
55-51	=	11
50-46	=	10
45-41	=	9
40-36	=	8
35-31	=	7
30-26	=	6
25-21	=	5
20-16	=	4
15-11	=	3
10-6	=	2
5-1	=	1

FORM 10 – ANNUAL EMERGENCY PREPAREDNESS REPORT (REQUIRED)

Select the appropriate responses regarding emergency preparedness. If any answer is no, explain the response in Item 10 of the [RESOURCES/CAPABILITIES](#) section of the Project Narrative. This form will be used to assess the status of emergency preparedness planning and progress towards developing and implementing an emergency management plan.

FORM 12 – ORGANIZATION CONTACTS (REQUIRED)

Provide the requested contact information. For the Contact Person field, provide an individual who can represent the organization in communication regarding the application.

SUMMARY PAGE – (REQUIRED)

This form will enable applicants to verify key application data utilized by HRSA when reviewing the NAP applications. Content will be pre-populated from the Program Specific Forms. If the pre-populated data appear incorrect, verify that the pertinent data provided in the Program

Specific Forms ([1A](#), [1B](#), [2](#), and [5B](#)) have been entered correctly. Reference will be provided regarding where to make corrections if needed.

Note that the population funding percentages (i.e., percentage of funding requested for CHC, MHC, HCH, and/or PHPC) will be based on operational funds requested for Year 2 and will therefore not include any one-time funding requested. The population funding percentages and Federal dollars per patient will be automatically calculated. The Federal dollars per patient will be calculated by dividing the Federal dollar amount requested by the projected number of patients at the end of the project period by population type entered on Form 1A.

This form will be certified by checking a box at the bottom to signify that the applicant has double-checked all information provided to ensure accuracy. Funded applicants will be held accountable for:

- having **all proposed sites** (from [Form 5B](#)) open and operational within 120 days of Notice of Award, and
- meeting the **unduplicated patient projection** (from [Form 1A](#)), defined as full operational capacity, by December 31, 2016.

Appendix B: Program Specific Information Instructions

CLINICAL AND FINANCIAL PERFORMANCE MEASURES

The Clinical and Financial Performance Measures set the clinical and financial goals for the two-year project period (enter 2/1/15 – 1/31/2017). The goals and performance measures should be responsive to the proposed target population, identified community health and organizational needs, and key service delivery activities discussed in the project narrative. For more information on the Clinical and Financial Performance Measures, see <http://bphc.hrsa.gov/policiesregulations/performance-measures/> and <http://www.hrsa.gov/data-statistics/health-center-data/reporting> (refer to the UDS Reporting Manual for specific measurement details such as exclusionary criteria). Sample forms can be found at <http://www.hrsa.gov/grants/apply/assistance/nap>.

Required Clinical Performance Measures

Applicants *must include* the following required clinical performance measures:

1. Diabetes
2. Cardiovascular Disease
3. Cancer
4. Prenatal Health
5. Perinatal Health
6. Child Health
7. Weight Assessment and Counseling for Children and Adolescents
8. Adult Weight Screening and Follow-Up
9. Tobacco Use Screening and Cessation
10. Asthma: Pharmacological Therapy
11. Coronary Artery Disease: Lipid Therapy
12. Ischemic Vascular Disease: Aspirin Therapy
13. Colorectal Cancer Screening
14. New HIV Cases With Timely Follow Up
15. Depression Screening and Follow Up
16. Oral Health

Required Financial Performance Measures

Applicants *must include* the following required financial performance measures:

1. Total Cost Per Patient
2. Medical Cost Per Medical Visit
3. Change in Net Assets to Expense Ratio
4. Working Capital to Monthly Expense Ratio
5. Long Term Debt to Equity Ratio

Important Details about the Performance Measures Forms

- The Clinical and Financial Performance Measures should address **ONLY** the service area and target population of the proposed new access point(s).
 - New start applicants are expected to complete the Clinical and Financial Performance Measures based on the entire proposed scope of their project.

- Satellite applicants are expected to complete the Clinical and Financial Performance Measures based on their proposed new access point(s) ONLY.
- If applying for funds to target one or more special populations (i.e., migratory and seasonal agricultural workers, people experiencing homelessness, and/or residents of public housing) in addition to the general community, applicants *must include* at least one additional Clinical Performance Measure that addresses the unique health care needs of each of the special populations. In providing additional performance measures specific to a special population, applicants must reference the target group in the performance measure. For example, if an applicant seeks funds to serve migratory and seasonal agricultural workers, then the applicant must propose to measure “*the percentage of migratory and seasonal agricultural workers who...*” **rather than** simply “*the percentage of patients who...*”
- If applicants have identified unique health issues or described populations/lifestages targeted for services in the **NEED** section of the project narrative, they are encouraged to include additional related performance measures. To add a performance measure of your choice, click on “Add Other Performance Measure” in EHB.

Baselines for performance measures should be developed from data that are valid, reliable, and whenever possible, derived from currently established management information systems. If baselines are not yet available, state in the comments field when data will be available.

Special Instructions for the Clinical Performance Measures

Report the **Diabetes Performance Measure** as follows:

- Report adult patients with HbA1c levels ≤ 9 percent in the Baseline Data (numerator and denominator subfields) and Projected Data fields.
- If desired, report the additional measurement thresholds (i.e., < 8 percent, > 9 percent) in the Comments field.

The **Child Health Performance Measure** includes the following: 4 DTP/DTaP, 3 IPV, 1 MMR, 3 Hib, 3 HepB, 1VZV (Varicella), and 4 Pneumococcal conjugate vaccines by age 3.

The **Cancer Screening Performance Measure** has been modified to include the following: Number of female patients age 21 - 64 years of age who received one or more documented Pap tests during the measurement year or during the two years prior to the measurement year OR, for women age 30 - 64 who received a Pap test accompanied with an HPV test done during the measurement year or the four years prior who had at least one medical visit during the reporting year.

The **Tobacco Use Screening and Cessation Performance Measure** combines Tobacco Use Assessment and Tobacco Cessation Counseling into one performance measure.

New Clinical Performance Measures have been added for **New HIV Cases With Timely Follow Up** and **Depression Screening and Follow Up**. Refer to Program Assistance Letter 2014-01 located at <http://bphc.hrsa.gov/policiesregulations/policies/pal201401.pdf> for more information.

Table 6: Overview of Performance Measures Form Fields

Field Name	Notes
Focus Area	This field contains the content area description for each required performance measure. Applicants must specify focus areas for Oral Health and Other performance measures.
Performance Measure	This field defines each performance measure. Applicants may specify this field for Oral Health and Other performance measures.
Performance Measure Applicability	Audit-related Financial Performance Measures (Change in Net Assets to Expense Ratio, Working Capital to Monthly Expense Ratio, and Long Term Debt to Equity Ratio) may be marked <i>Not Applicable</i> ONLY by tribal and public center applicants. As desired, these applicants may choose to include substitute measures.
Target Goal Description	This field provides a description of the target goal. Applicants must specify this field for all measures.
Numerator Description	<p>In the case of the Clinical Performance Measures, the numerator is the number of patients that meet the criteria identified by the measure (e.g., patients in a specified age range that received a specified service). In the Financial Performance Measures, the numerator field must be specific to the organizational measure.</p> <p>Applicants must specify a numerator for Oral Health and Other performance measures. The numerator for all other measures can be found at http://bphc.hrsa.gov/policiesregulations/performanceasures.</p>
Denominator Description	<p>In the case of the Clinical Performance Measures, the denominator is all patients to whom the measure applies (e.g., patients in a specified age range, regardless of whether they received a specified service). In the Financial Performance Measures, the denominator field must be specific to the organizational measure.</p> <p>Applicants must specify a denominator for Oral Health and Other performance measures. The denominator for all other measures can be found at http://bphc.hrsa.gov/policiesregulations/performanceasures.</p>
Baseline Data Baseline Year Measure Type Numerator Denominator	This field contains subfields that provide information regarding the initial threshold used to measure progress over the course of the 2-year project period. The Baseline Year subfield identifies the initial data reference point. The Measure Type subfield provides the unit of measure (e.g., percentage, ratio). The Numerator and Denominator subfields specify patient or organizational characteristics (see above).
Projected Data	This field provides the goal for the end of the 2-year project period.
Data Source and Methodology	<p>This field provides information about the data sources used to develop the performance measures. Applicants are required to identify data sources and discuss the methodology used to collect and analyze data (e.g., electronic health records (EHR), disease registries). Data must be valid, reliable, and derived from established management information systems.</p> <p>For Clinical Performance Measures, applicants must select the data source—EHR, Chart Audit, or Other (please specify)—before describing the methodology.</p> <p>For Financial Performance Measures, note if data are based on the most recent audit.</p>

Field Name	Notes
<p>Key Factors and Major Planned Actions</p> <p>Key Factor Type</p> <p>Key Factor Description</p> <p>Major Planned Action Description</p>	<p>The Key Factor Type subfield requires applicants to select Contributing and/or Restricting factor categories. Contributing factors are those that are predicted to positively impact goal attainment, while restricting factors are those predicted to negatively impact goal attainment. Applicants must specify at least one key factor of each type.</p> <p>In the Key Factor Description subfield, applicants provide a narrative description of the factors predicted to contribute to and restrict progress toward stated goals.</p> <p>In the Major Planned Action Description subfield, applicants provide a description of the major actions planned for addressing the identified key factors. Applicants must use this subfield to outline major action steps and strategies for achieving each performance measure. This field has a 1,000-character limit.</p>
<p>Comments</p>	<p>This open text field, limited to 1,500 characters, enables applicants to provide additional information. Information exceeding the character limit should be placed in the <i>EVALUATIVE MEASURES</i> section of the Project Narrative.</p>

Resources for the Development of Performance Measures

- Examine the performance measures of other health centers that serve similar target populations.
- Consider state and national performance UDS benchmarks and comparison data (available at <http://bphc.hrsa.gov/healthcenterdatastatistics/index.html>).
- Note that many UDS clinical performance measures are aligned with the meaningful use measures specified at http://www.cms.gov/Regulations-and-Guidance/Legislation/EHRIncentivePrograms/Downloads/EP_MeasuresTable_Posting_CQMs.pdf.
- Use the Healthy People 2020 goals as a guide when developing performance measures. Healthy People 2020 objectives are available at <http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf>. Several of these objectives can be compared directly to UDS clinical performance measures (high blood pressure under control, diabetes HbA1c readings less than or equal to nine, cervical cancer screening, low birth weight infants, access to prenatal care in the first trimester, and colorectal cancer screening). A table outlining the Healthy People 2020 objectives related to these performance measures can be found at <http://www.hrsa.gov/grants/apply/assistance/nap>.

Appendix C: Implementation Plan

Applicants are expected to demonstrate that they will be operational and compliant with Health Center Program requirements (see [Appendix F](#)) within 120 days of award. The Implementation Plan (as noted in the [RESPONSE](#) section of the Project Narrative) is the applicant's opportunity to outline the action steps necessary to ensure that the new access point(s) will be open, operational, and compliant within the 120-day timeframe. Instructions for developing the Implementation Plan are provided below. A sample Implementation Plan is provided on the NAP technical assistance Web site at <http://www.hrsa.gov/grants/apply/assistance/nap>.

Applicants are expected to include the goals and action steps necessary to ensure that within 120 days of the Notice of Award, all proposed site(s) will:

- Be open and operational.
- Have appropriate staff and providers in place.
- Deliver services (consistent with Forms [5A](#) and [5C](#)) to the proposed target population.
- Be compliant with Health Center Program requirements.

The Implementation Plan must be specific to the proposed NAP project and should include operational, administrative, governance, and program policy activities (e.g., EHR implementation, staffing, reimbursement enrollment, board composition) to be undertaken as appropriate. Applicants may choose any of the following from the below list of focus areas and goals, or may include other focus areas and goals as desired. The Implementation Plan will be reviewed in conjunction with the Project Narrative, Program Specific Forms, and required attachments to evaluate the application. For NAP applicants proposing site(s) that are currently operational and compliant with Health Center Program requirements, the Implementation Plan should demonstrate compliance and highlight proposed changes in access to care, such as planned service expansion and outreach activities, new collaborations/partnerships, and any other changes that would occur within 120 days of the Notice of Award as a result of the NAP funding.

Focus Area: Operational Service Delivery Program

- A.1. Provision of Required & Additional Services ([Form 5A](#))
- A.2. Core Provider Staff Recruitment Plan
- A.3. System for Professional Coverage for After Hours Care
- A.4. Admitting Privileges

Focus Area: Functioning Key Management Staff/Systems/Arrangements

- B.1. Appropriate Management Team Recruitment
- B.2. Documented Contractual/Affiliation Agreements
- B.3. Financial Management and Control Policies
- B.4. Data Reporting System

Focus Area: Operational NAP Site(s) within 120 Days

- C.1. Physical Location Ready to Receive Patients (e.g., alteration/renovation complete)
- C.2. Readiness to Serve the Target Population

Focus Area: Implementation of a Sliding Fee Discount Program (SFDP) and Billings and Collections System

- D.1. Implementation of a Compliant Sliding Fee Scale
- D.2. SFDP and Billing and Collections Policies and Procedures

Focus Area: Quality Improvement/Quality Assurance (QI/QA) Program

- E.1. Leadership and Accountability
- E.2. QI/QA Policies and Procedures
- E.3. QI/QA Plan and Process to Evaluate Performance

Focus Area: Governing Board

- F.1. Required Composition Recruitment
- F.2. Required Authority & Functions
- F.3. Conflict of Interest Policies and Procedures

Key Elements of the Project Work Plan

- 1) **Focus Area:** Applicants may choose a focus area based on the list above or provide a different focus area based on the action steps necessary to achieve the required operational and compliance status.
- 2) **Goal:** For each Focus Area, provide at least one goal. Goals should describe measurable results.
- 3) **Key Action Steps:** Identify the action steps that must occur to accomplish each goal. For each goal, provide at least one action step. For each action step, identify at least one person/area responsible and time frame.
- 4) **Person/Area Responsible:** Identify who will be responsible and accountable for carrying out each action step.
- 5) **Time Frame:** Identify the expected time frame for carrying out each action step.
- 6) **Comments:** Provide supplementary information as desired.

Appendix D: One-Time Funding Request Information

Within the maximum amount of \$650,000, applicants may request to use up to \$150,000 in Federal section 330 grant funding in Year 1 only for one-time minor capital costs for equipment and/or minor alterations/renovations. Applicants are required to enter budget information for this one-time funding in [Form 1B](#).

Note: Within 120 days of the Notice of Award, funded new access points must be operational and begin providing services for the population/community, regardless of the proposed one-time funding activities.

One-time funding cannot be used for new construction activities (i.e., additions or expansions), major alterations/renovations (the total Federal and non-federal cost of the alteration/renovation project cannot exceed \$500,000, minus the cost of moveable equipment), or the installation of trailers/pre-fabricated modular units.

If the funding request summary on [Form 1B](#) includes one-time funding, applicants will be required to indicate for which activities the funds will be used:

- Equipment-only;
- Minor alteration/renovation with equipment; or
- Minor alteration/renovation without equipment.

Requests for equipment-only projects or minor alteration/renovation with moveable equipment are required to submit an equipment list. Applicants requesting one-time funding for minor alteration/renovation (with or without moveable equipment) must complete additional forms in EHB. After completing Form 5B, which collects information about the new access point site, applicants will indicate whether one-time funding will be used for minor alteration/renovation at that site. If yes, applicants must complete the Alteration/Renovation (A/R) Project Cover Page and Other Requirements for Sites forms and attach the A/R project information, as specified below and in [Table 5](#).

Equipment Purchases

Applicants requesting one-time funding for equipment purchases (with or without minor alteration/renovation), as indicated on [Form 1B](#), must submit a complete list of the requested equipment in EHB. For each item on the equipment list, the following fields must be completed:

- **Type** – Select clinical or non-clinical.
- **Item Description** – Provide a description of each item.
- **Unit Price** – Enter the price of each item.
- **Quantity** – Enter of the number of each item to be purchased.
- **Total Price** – EHB will calculate the total price by multiplying the unit price by the quantity entered.

Any equipment purchased with grant funds must be pertinent to health center operations. Further, equipment purchased with grant funds must be procured through a competitive process (see [45 CFR 74.43](#)) and maintained, tracked, and disposed of in accordance with [45 CFR Parts 74.34](#) and [92.32](#).

An allowable equipment-only project is limited to moveable items that are non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of (a) the capitalization level established by the applicant for its financial statement purposes, or (b) \$5,000. Furniture, administrative equipment (i.e., computers, servers, telephones, fax machines, copying machines, software), and special purpose equipment used for medical activities (e.g., stethoscopes, blood pressure monitors, scales, electronic thermometers) with a useful life of one year or more and a unit cost of less than \$5,000 may also be included. Moveable equipment can be readily shifted from place to place without requiring a change in the utilities or structural characteristics of the space. Moveable equipment is usually purchased outside of any construction contract. Dental chairs and radiographic equipment, including CAT scanners and MRIs, are considered moveable equipment.

Permanently affixed equipment (e.g., heating, ventilation, and air conditioning (HVAC), generators, lighting) is considered fixed equipment and is categorized as minor alteration/renovation (not equipment).

The selection of all equipment should be based on a preference for recycled content, non-hazardous substances, non-ozone depleting substances, energy and water efficiency, and consideration of final disposal (disposed in a manner that is safe, protective of the environment, and compliant with all applicable regulations), unless there are conflicting health, safety, and performance considerations. Applicants are strongly encouraged to employ the standards established by either the Electronic Product Environmental Assessment Tool (EPEAT) or Energy Star, where practicable, in the procurement of equipment. Following these standards will mitigate the negative effects on human health and the environment from the proliferation, rapid obsolescence, low recycling rate, high energy consumption, potential to contain hazardous materials, and increased liability from improper disposal. Additional information for these standards can be found online at <http://www.epeat.net> and <http://www.energystar.gov>.

Minor Alteration/Renovation

Applicants requesting one-time funding for minor alteration/renovation up to \$150,000 in Year 1 (with or without moveable equipment) must complete the Alteration/Renovation (A/R) Project Cover Page and Other Requirements for Sites forms in EHB for each site where minor alteration/renovation is proposed.

An allowable minor alteration/renovation project must be a stand-alone project consisting of work required to modernize, improve, and/or reconfigure the interior arrangements or other physical characteristics of a facility; work to repair and/or replace the exterior envelope; minor work to improve accessibility such as curb cuts, ramps, or widening doorways; and/or address life safety requirements in an existing facility. The project may also include the costs of permanently affixed items such as windows, HVAC, signs, or lighting. An allowable project would **not** increase the total square footage of an existing building or require ground disturbance (such as new parking surfaces or expansion of a building footprint).

Alteration/Renovation Project Cover Page

Applicants requesting one-time funding for minor alteration/renovation (with or without the purchase of moveable equipment) must provide the following information for each site where minor alteration/renovation activities will occur:

1. Site Information – The name and physical address of the site will be pre-populated from [Form 5B](#). In the box for **Improved Project Square Footage**, enter the square footage that will be improved as a result of the proposed project.

2. Project Description – Provide a detailed description of the scope of work of the minor alteration/renovation project. Identify the major clinical and non-clinical spaces that will result from or be improved by the project. Include the area (in square feet) or dimensions of the spaces to be altered or renovated. The description should also list major improvements, such as permanently affixed equipment to be installed; modifications and repairs to the building exterior; HVAC modifications (including the installation of climate control and duct work); electrical upgrades; and plumbing work. Describe how potential adverse impacts on the environment will be reduced. Indicate whether the project will implement green/sustainable design practices/principles (e.g., using project materials, design/renovation strategies). This field has a maximum of 4,000 characters, including spaces.

Example Project Description - Renovation of five 12x15 square-foot exam rooms within existing interior space; installation of 300 feet of interior ductwork and two condenser units on the exterior roof; installation of 40 energy efficient windows, and replacement of front entry door with automated glass doors; repair of 1,500 square feet of asphalt roof; installation of 10x20 square-foot fabric canopy over entryway.

3. Project Management/Resources/Capabilities – Explain the administrative structure and oversight for the project, including the roles and responsibilities of the health center’s key management staff as well as oversight by the governing board. Identify the Project Manager and the individuals who will comprise the Project Team responsible for managing the minor alteration/renovation project. Describe how the Project Team has the expertise and experience necessary to successfully manage and complete the project within the 120-day timeline and achieve the goals and objectives established for this project. This field has a maximum of 4,000 characters, including spaces.

4. Is the proposed minor alteration/renovation project (ONLY) part of a larger scale renovation, construction, or expansion project? – Select “no” to certify that the proposed project is a stand-alone project and includes only minor alteration/renovation costs, or select “yes” and provide comments if the proposed project is part of a larger scale renovation, construction, or expansion project. This field has a maximum of 2,000 characters, including spaces.

Project Budget Justification

Applicants requesting one-time funding for minor alteration/renovation must attach a project budget justification. Describe in detail each cost element and explain how the costs contribute to meeting the project’s objectives/goals. Clearly identify other funding sources needed to support

the minor alteration/renovation project and indicate whether these funds are secured or not. See <http://www.hrsa.gov/grants/apply/assistance/nap> for a sample A/R budget justification.

A list of permissible costs for the one-time funding request are presented in the chart below.

	ALLOWABLE	UNALLOWABLE
Administrative and legal expenses	<ul style="list-style-type: none"> ▪ Salary of applicant’s staff and consultant fees that are directly related to the administration of the technical aspects of the proposed project. Generally, administrative and legal expenses should be less than 10% of total project costs ▪ Costs of obtaining required data for the environmental analysis report ▪ Performance/Payment bonds and insurance costs 	<ul style="list-style-type: none"> ▪ Bonus payments to contractors ▪ Costs of groundbreaking and dedication ceremonies and items such as plaques ▪ Indirect costs ▪ General department operations and maintenance
Architectural and engineering fees	<ul style="list-style-type: none"> ▪ Fees associated with architectural and engineering professional services ▪ Expenses for preparation of specifications and reproduction of design documents ▪ Costs incurred no more than 90 days before the Notice of Award for architect’s fees and consultant’s fees necessary to the planning and design of the project (if the project is approved and funded) 	<ul style="list-style-type: none"> ▪ Architectural and engineering fees for work not within the scope of the approved project ▪ Costs of abandoned designs (designs that will not be used in the minor alteration/renovation project) ▪ Elaborate or extravagant designs, materials, or projects that are above the known local costs for comparable buildings
Other architectural and engineering fees	<ul style="list-style-type: none"> ▪ Other architectural and engineering services such as surveys and tests ▪ Preliminary expenses associated with the approved award 	
Project inspection fees	<ul style="list-style-type: none"> ▪ Clerk-of-the-works, inspection fees 	<ul style="list-style-type: none"> ▪ Fees not associated with the requested project
Site work	<ul style="list-style-type: none"> ▪ See Alteration and renovation 	<ul style="list-style-type: none"> ▪ Fees not associated with the requested project
Demolition and removal	<ul style="list-style-type: none"> ▪ Costs of demolition or removal for improvements such as wall finishings and fixtures. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage. 	<ul style="list-style-type: none"> ▪ Costs of hazard material abatement and remediation ▪ Costs not associated with the requested award
Alteration and renovation	<ul style="list-style-type: none"> ▪ Costs of fixed equipment necessary for the functioning of the facility. FIXED EQUIPMENT is equipment that requires modification of the facility for its satisfactory installation or removal and is included in the construction contract. Examples include fume hoods, linear accelerator, laboratory casework, sinks, fixed shelving, built-in sterilizers, built-in refrigerators, and drinking fountains. ▪ Costs for remodeling and alteration of existing buildings which will be used for the program ▪ Installation of fixed items such as windows, HVAC, and generators ▪ Costs of connecting to existing central utility distribution systems contiguous to the site, such as steam and chilled water that service a campus 	<ul style="list-style-type: none"> ▪ Relocation of utilities ▪ Prorated cost of existing central utility plant and distribution systems, which serve the proposed facility ▪ Sanitary sewer, storm sewer, and portable water connections, providing that such municipal utilities are located in streets, roads, and alleys contiguous to the site ▪ Works of art ▪ Otherwise allowable costs incurred beyond 90 days prior to the Notice of Award

	ALLOWABLE	UNALLOWABLE
	<ul style="list-style-type: none"> from centrally located boiler and refrigeration plants ▪ Prorated costs for new boilers and chillers ▪ Resurfacing of existing parking areas located onsite and deemed essential for the use and operation of an approved project ▪ Special features for earthquake resistance code requirements (use nationally recognized codes adopted by authorities having jurisdiction) ▪ Costs of eliminating architectural barriers to the handicapped ▪ Costs of pollution-control equipment for the facility's boilers, incinerators, waste water treatment, etc., which may be required by local, State, or Federal regulations 	
Equipment	<ul style="list-style-type: none"> ▪ Moveable equipment ▪ The cost to train individuals to operate the equipment, if included in the purchase contract ▪ Fixed equipment if it is not part of the construction contract ▪ Sales tax (unless the applicant is otherwise exempt) and shipping costs on equipment ▪ Service contract costs if it is included in the purchase contract 	<ul style="list-style-type: none"> ▪ Equipment that does not meet the moveable equipment definition ▪ Donated equipment, leased equipment, or equipment purchased through a conditional sales contract (lease purchasing)

Note: Any facility proposed for a minor alteration/renovation project must meet requirements of both current and future pollution abatement regulations as described in currently approved pollution plans.

Environmental Information and Documentation (EID) Checklist

Applicants requesting one-time funding for minor alteration/renovation must attach an EID Checklist for each site where minor alteration/renovation activities will occur. A template is available in EHB for applicants to download, complete, and upload to the A/R Project Cover Page.

The National Environmental Policy Act of 1969 (NEPA) (P.L. 91-190; 42 U.S.C. 4321 et seq.), the National Historic Preservation Act (NHPA) (P.L. 89-665; 16 U.S.C. 470 et seq.), and other associated laws require, among other things, that HRSA consider the environmental impacts and potential effects on historical and archeological resources of any Federal action, including minor alteration and renovation projects supported in whole or in part through Federal grants. In order to initiate reviews under NEPA and NHPA, applicants must submit a completed EID Checklist (OMB Form No. 0915-0324) **for each proposed NAP site for which any Federal funds are being requested for minor alteration/renovation.** Applicants are required to explain each response of “yes” on the EID Checklist. If funded, grantees must receive HRSA approval prior to beginning any projects involving minor alteration/renovation.

Following the review of the EID Checklist and the project proposal, HRSA will determine if the potential exists for the project to have a significant impact on the environment. If HRSA determines additional reviews or compliance requirements are necessary, HRSA will contact the

applicant and require documentation such as a hazardous materials survey, abatement plans, or initiating Section 106 consultation. It is advised that if the applicant does not possess in-house expertise in environmental and historic preservation compliance, that the services of a consultant with the appropriate background be secured.

Until the environmental and historic preservation reviews are completed and any associated conditions are lifted from the Notice of Award, grantees are not authorized to acquire fixed equipment or initiate work beyond the design and permitting stage of the project. For additional information on environmental and historic preservation compliance, see <http://bphc.hrsa.gov/policiesregulations/capital/environmentandhistoric/capitaldevelopment.html>.

Floor Plans/Schematic Drawings

Applicants requesting one-time funding for minor alteration/renovation must attach line drawings for each site where minor alteration/renovation activities will occur that indicate the location of the proposed renovation area in the existing building and the total net and gross square footage of space to be altered/renovated. The schematic drawings should be legible on an 8.5" x 11" sheet of paper with a scale, as well as indicate the linear dimensions and the net and gross square feet for each room. These drawings should not be blueprints and do not need to be completed by an architect. Changes or additions to existing mechanical and electrical systems should be clearly described in notes made directly on the drawings. If desired, applicants can also include a site plan. HRSA will conduct an architectural and engineering (A&E) review before a health center may expend project funds related to the proposed minor alteration/renovation project.

Other Requirements for Sites

Applicants requesting one-time funding for minor alteration/renovation must complete the Other Requirements for Sites form for each site where minor alteration/renovation activities will occur that addresses site control, Federal interest, and cultural resources and historic preservation considerations related to the project.

1. Site Control and Federal Interest

1a. Identify the current status of the property site – If the site is owned by the applicant organization, select “owned.” If the site is not owned by the applicant organization, regardless of whether the applicant organization will pay a recurring fee to use the property, select “leased.”

If the site is leased, applicants must certify that:

- *The existing lease will provide the health center reasonable control of the project site;*
- *The existing lease is consistent with the proposed scope of project;*
- *We understand and accept the terms and conditions regarding Federal Interest in the property.*

2. Cultural Resource Assessment and Historic Preservation Considerations

Applicants are required to respond to the following questions by indicating yes or no:

2a. Was the project facility constructed prior to 1975?

2b. Is the project facility 50 years or older?

2c. Does any element of the overall work at the project site include: 1) any renovation/modification to the exterior of the facility (e.g., roof, HVAC, windows, siding,

signage, exterior painting, generators) or 2) ground disturbance activity (e.g., expansion of building footprint, parking lot, sidewalks, utilities)?

- 2d. Does the project involve renovation to a facility that is, or near a facility that is, architecturally, historically, or culturally significant; or is the site located on or near Native American, Alaskan Native, Native Hawaiian, or equivalent culturally significant lands?

Landlord Letter of Consent

Applicants proposing a minor alteration/renovation project at a leased site must provide a Landlord Letter of Consent. This document must include the property owner's agreement of the proposed minor alteration/renovation, recognition of the Federal interest or the agreement to file the Notice of Federal Interest, and must be signed by both the owner and applicant. This attachment is also required for applicants that use "in-kind" space at no charge. A sample Landlord Letter of Consent is available at

<http://bphc.hrsa.gov/policiesregulations/capital/postaward/landlordconsent.pdf>.

Appendix E: Budget Presentation Instructions

Applicants must note that in the formulation of their budget presentation, per section 330(e)(5)(A) of the PHS Act, as amended (42 U.S.C. 254b, as amended), the amount of grant funds awarded in any fiscal year may not exceed the costs of health center operation in such fiscal year less the total of: state, local, and other operational funding provided to the center; and the fees, premiums, and third-party reimbursements, which the center may reasonably be expected to receive for its operations in such fiscal year. In other words, Section 330 grant funds are to be used for authorized health center operations and may not be used for profit. As stated in section 330 of the PHS Act, as amended, the Federal cost principles apply only to Federal grant funds.

Applicants must present the total budget for the NAP project, which includes section 330 grant funds and all non-grant funds, including both program income and all other non-grant funding sources that support of the health center scope of project. For new start applicants, the budget will encompass the total proposed health center scope of project. For satellite applicants, the budget will be based on the proposed New Access Point(s) only. The total budget represents projected operational costs for the health center scope of project where all proposed expenditures directly relate to and support in-scope activities. The total budget is inclusive of section 330 grant funds and non-grant funds, which includes both program income and all other non-grant funding sources. Therefore, the total budget must reflect projections from all anticipated revenue sources from program income (e.g., fees, premiums, third party reimbursements, and payments) that is generated from the delivery of services, and from “other non-section 330 grant sources” such as state, local, or other federal grants or contracts, private contributions, and income generated from fundraising. See [Policy Information Notice 2013-01](#) for additional information on health center budgeting. Health centers have discretion regarding how they propose to allocate the total budget between section 330 grant funds and non-grant funds, provided that the projected budget complies with all applicable DHHS policies and other federal requirements.

STANDARD FORM 424A

Complete Sections A, B, C, E, and F (if F is applicable) of the SF-424A: Budget Information. The budget must clearly indicate the projected revenue and expense for the first **12-month period**. The maximum amount that may be requested in each year cannot exceed \$650,000.

Use the following guidelines to complete the SF-424A: Budget Information. Budget amounts must be rounded to the nearest whole dollar. In addition, please review the sample SF-424A located on the NAP technical assistance Web site at <http://www.hrsa.gov/grants/apply/assistance/nap>.

Section A – Budget Summary

In EHB, click “Update Sub-Program” to select each section 330 program type for which funding is requested (CHC, MHC, HCH, and/or PHPC). Next, click “Update” to enter the proposed federal and non-federal budget for the first 12-month budget period. Under New or Revised Budget, provide the section 330 funding request in the “Federal” column for each sub-program. The Federal amount refers to only the section 330 grant funding requested, not all Federal grant funding that an applicant receives. In the “Non-Federal” column, provide the total projected

non-section 330 revenue for each sub-program. Estimated Unobligated Funds are not applicable for this funding opportunity.

Section B – Budget Categories

Update the budget for the first 12-month budget period. Enter the budget amount for each object class category with the federal section 330 funding request and the non-federal (non-section 330) funding in separate columns. Each line represents a distinct object class category that must be addressed in the budget justification. Applicants may request federal section 330 grant funding up to \$150,000 in Year 1 only for one-time minor capital costs for equipment and/or minor alterations/renovations (see [Appendix D](#)).

Section C – Non-Federal Resources

For each sub-program, provide the total projected non-section 330 revenue by funding source (i.e., Applicant, State, Local, Other, Program Income). Include other non-section 330 federal funds in the “other” category. Program Income must be consistent with the Total Program Income (patient service revenue) presented in [Form 3](#): Income Analysis. If the applicant is a state agency, state funding should be included in the applicant field.

Section D – Forecasted Cash Needs (optional)

Enter the amount of cash needed by quarter during the first year for both the Federal request and all other sources, if desired.

Section E – Budget Estimates of Federal Funds Needed For the Balance of the Project

Enter the Federal funds requested for Year two in the First column broken down by each proposed section 330 program type (CHC, MHC, HCH, and/or PHPC). The maximum amount that may be requested cannot exceed \$650,000. The Second, Third, and Fourth year columns must remain \$0.

Section F – Other Budget Information (if applicable)

Direct Charges: Explain amounts for individual direct object class categories that may appear to be out of the ordinary.

Indirect Charges: Enter the type of indirect rate (provisional, predetermined, final, or fixed) that will be in effect during the project period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Remarks: Provide other explanations as necessary.

BUDGET JUSTIFICATION

A detailed budget justification in line-item format with accompanying narrative must be provided for **each 12-month period** of the two-year project period. For the second budget year, the justification narrative should highlight the changes from Year 1.

Attach the budget justification in the Budget Narrative Attachment Form section in EHB. If using Excel or other spreadsheet documents, be aware that reviewers will only see information that is set in the “Print Area” of the document. The budget justification must be concise and should not be used to expand the Project Narrative. See <http://www.hrsa.gov/grants/apply/assistance/nap> for a sample budget justification.

Revenue should be consistent with information presented in the SF-424A – Budget Information form. Provide the total projected revenue by funding source (i.e., Grant Request, Applicant, State, Local, Other Federal Funding, Other Support, Program Income).

New for FY 2015: The budget justification must detail the costs of each line item within each object class category based on the Budget Categories form (federal section 330 request and non-federal (non-section 330) funding). The budget justification must contain sufficient detail to enable HRSA to determine if costs are allowable.

It is important to **ensure that the budget justification contains detailed calculations explaining how each line-item expense is derived** (e.g., number of visits, cost per unit). Refer to the HHS Grants Policy Statement available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf> for information on allowable costs. If there are budget items for which costs are shared with other programs (e.g., other HRSA programs), the basis for the allocation of costs between the programs must be explained. Include the following in the budget justification:

Personnel Costs: Personnel costs must be explained by listing the exact amount requested each year. Reference [Form 2: Staffing Profile](#) as justification for dollar figures, noting that the total dollar figures will not match if any salaries are charged as indirect costs.

See the table below for the information that **must** be included for each staff position supported in whole or in part with federal section 330 grant funds. This level of information is **not** required for staff positions supported entirely with non-federal funds; applicants should reference [Form 2: Staffing Profile](#) in the justification for such staff positions.

Table 7: Budget Justification Sample for Staff

Name	Position Title	% of FTE	Base Salary	Federal Amount Requested
J. Smith	Physician	50	\$225,000	\$112,500
R. Doe	Nurse Practitioner	100	\$ 75,950	\$75,950
D. Jones	Data/AP Specialist	25	\$ 33,000	\$ 8,250

Fringe Benefits: List the components of the fringe benefit rate (e.g., health insurance, taxes, unemployment insurance, life insurance, retirement plan, tuition reimbursement). Fringe benefits must be directly proportional to the portion of personnel costs allocated for the project.

Travel: List travel costs categorized by local and long distance travel. Detail the mileage rate, number of miles, reason for travel, and staff members/patients/board members completing the travel. The budget must also reflect travel expenses associated with participating in proposed meetings, trainings, or workshops.

Equipment: Identify the cost per item and justify the need for each piece of equipment to carry out the proposed project. Equipment includes moveable items that are non-expendable, tangible personal property having a useful life of more than 1 year and an acquisition cost that equals or exceeds \$5,000. See [Appendix D](#) for information on one-time funding for equipment-only projects or minor alteration/renovation projects with equipment.

Supplies: List the items necessary for implementing the proposed project, separating items into three categories: office supplies (e.g., paper, pencils), medical supplies (e.g., syringes, blood tubes, gloves), and educational supplies (e.g., brochures, videos).

Contractual: Provide a clear explanation as to the purpose of each contract, how the costs were estimated, and the specific contract deliverables. List both patient care (e.g., laboratory) and non-patient care (e.g., janitorial) contracts. Each applicant is responsible for ensuring that its organization/institution has in place an established and adequate procurement system with fully developed written procedures for awarding and monitoring contracts. Explain contracts and sub-recipient agreements including any salaries supported in whole or in part with federal section 330 grant funds. See Table 9 above for the information that must be included for each staff position. Reminder: Recipients must notify potential sub-recipients that entities receiving subawards must be registered in SAM and provide the recipient with their DUNS number.

Construction: For the purposes of this funding opportunity announcement, the construction line item is intended to include ONLY costs related to minor alteration/renovation. If one-time funding is requested for minor alteration/renovation, provide a summary of the A/R project costs. The construction line item should be consistent with the A/R budget justification submitted with the minor A/R Project Cover Page. See [Appendix D](#) for information on one-time funding for minor alteration/renovation projects.

Other: Include all costs that do not fit into any other category and provide an explanation of each cost (e.g., EHR provider licenses, audit, legal counsel). In some cases, rent, utilities, organizational membership fees, and insurance fall under this category if they are not included in an approved indirect cost rate. This category can also include the cost of access accommodations, including sign language interpreters, plain language materials, health-related print materials in alternate formats (e.g., Braille, large print), and cultural/linguistic competence modifications (e.g., use of cultural brokers, translation, or interpretation services at meetings, clinical visits, and conferences).

Indirect Charges: Costs incurred for common or joint objectives that cannot be readily identified but are necessary to organizational operation (e.g., facility operation and maintenance, depreciation, administrative salaries). If an organization does not have an

indirect cost rate, the applicant may wish to obtain one through the HHS Division of Cost Allocation (DCA). Visit <https://rates.psc.gov/> to learn more about rate agreements, including the process for applying for them.

If an organization does not have a Federally Negotiated Indirect Costs (IDC) Rate Agreement, all costs will be considered direct costs until a rate agreement is negotiated with a Federal cognizant agency and provided to HRSA as part of the budget request. If the application is funded, HRSA will reallocate any amount identified under the Indirect Charges cost category to the Other cost category. If the grantee can provide an approved IDC Rate Agreement within 90 days of award, the funds can be moved back to the Indirect Charges cost category. **Organizations with previously negotiated Federal indirect cost rates must provide the current Federal indirect cost rate agreement in [Attachment 15](#).**

Appendix F: Health Center Program Requirements

A summary of the key health center program requirements is provided below. For additional information on these requirements, please review:

- Health Center Program Statute: Section 330 of the Public Health Service Act, as amended (42 U.S.C. §254b, as amended)
- Program Regulations (42 CFR Part 51c and 42 CFR Parts 56.201-56.604 for Community and Migrant Health Centers)
- Grants Regulations (45 CFR Part 74, and 45 CFR Part 92, as applicable)

NEED	
1.	<p>Needs Assessment: Health center demonstrates and documents the needs of its target population, updating its service area, when appropriate. (Section 330(k)(2) and Section 330(k)(3)(J) of the PHS Act)</p>
SERVICES	
2.	<p>Required and Additional Services: Health center provides all required primary, preventive, enabling health services and additional health services as appropriate and necessary, either directly or through established written arrangements and referrals. (Section 330(a) of the PHS Act)</p> <p>Note: Health centers requesting funding to serve homeless individuals and their families must provide substance abuse services among their required services (Section 330(h)(2) of the PHS Act)</p>
3.	<p>Staffing Requirement: Health center maintains a core staff as necessary to carry out all required primary, preventive, enabling health services and additional health services as appropriate and necessary, either directly or through established arrangements and referrals. Staff must be appropriately licensed, credentialed and privileged. (Section 330(a)(1), (b)(1)-(2), (k)(3)(C), and (k)(3)(I) of the PHS Act)</p>
4.	<p>Accessible Hours of Operation/Locations: Health center provides services at times and locations that assure accessibility and meet the needs of the population to be served. (Section 330(k)(3)(A) of the PHS Act)</p>
5.	<p>After Hours Coverage: Health center provides professional coverage for medical emergencies during hours when the center is closed. (Section 330(k)(3)(A) of the PHS Act and 42 CFR Part 51c.102(h)(4))</p>
6.	<p>Hospital Admitting Privileges and Continuum of Care: Health center physicians have admitting privileges at one or more referral hospitals, or other such arrangement to ensure continuity of care. In cases where hospital arrangements (including admitting privileges and membership) are not possible, health center must firmly establish arrangements for hospitalization, discharge planning, and patient tracking. (Section 330(k)(3)(L) of the PHS Act)</p>
7.	<p>Sliding Fee Discounts: Health center has a system in place to determine eligibility for patient discounts adjusted on the basis of the patient's ability to pay.</p> <ul style="list-style-type: none"> • This system must provide a full discount to individuals and families with annual incomes at or below 100% of the Federal poverty guidelines (only nominal fees may be charged) and for those with incomes between 100% and 200% of poverty, fees must be charged in accordance with a sliding discount policy based on family size and income.* • No discounts may be provided to patients with incomes over 200 % of the Federal poverty guidelines.* • No patient will be denied health care services due to an individual's inability to pay for such services by the health center, assuring that any fees or payments required by the center for such services will be reduced or waived. <p>(Section 330(k)(3)(G) of the PHS Act, 42 CFR Part 51c.303(f), and 42 CFR Part 51c.303(u))</p>

8.	<p>Quality Improvement/Assurance Plan: Health center has an ongoing Quality Improvement/Quality Assurance (QI/QA) program that includes clinical services and management, and that maintains the confidentiality of patient records. The QI/QA program must include:</p> <ul style="list-style-type: none"> • a clinical director whose focus of responsibility is to support the quality improvement/assurance program and the provision of high quality patient care;* • periodic assessment of the appropriateness of the utilization of services and the quality of services provided or proposed to be provided to individuals served by the health center; and such assessments shall: * <ul style="list-style-type: none"> ○ be conducted by physicians or by other licensed health professionals under the supervision of physicians;* ○ be based on the systematic collection and evaluation of patient records;* and ○ identify and document the necessity for change in the provision of services by the health center and result in the institution of such change, where indicated.* <p>(Section 330(k)(3)(C) of the PHS Act, 45 CFR Part 74.25 (c)(2), (3) and 42 CFR Part 51c.303(c)(1-2))</p>
MANAGEMENT AND FINANCE	
9.	<p>Key Management Staff: Health center maintains a fully staffed health center management team as appropriate for the size and needs of the center. Prior approval by HRSA of a change in the Project Director/Executive Director/CEO position is required. (Section 330(k)(3)(I) of the PHS Act, 42 CFR Part 51c.303(p) and 45 CFR Part 74.25(c)(2),(3))</p>
10.	<p>Contractual/Affiliation Agreements: Health center exercises appropriate oversight and authority over all contracted services, including assuring that any sub-recipient(s) meets Health Center program requirements. (Section 330(k)(3)(I)(ii), 42 CFR Part 51c.303(n), (t)), Section 1861(aa)(4) and Section 1905(l)(2)(B) of the Social Security Act, and 45 CFR Part 74.1(a) (2))</p>
11.	<p>Collaborative Relationships: Health center makes effort to establish and maintain collaborative relationships with other health care providers, including other health centers, in the service area of the center. The health center secures letter(s) of support from existing health centers (section 330 grantees and FQHC Look-Alikes) in the service area or provides an explanation for why such letter(s) of support cannot be obtained. (Section 330(k)(3)(B) of the PHS Act and 42 CFR Part 51c.303(n))</p>
12.	<p>Financial Management and Control Policies: Health center maintains accounting and internal control systems appropriate to the size and complexity of the organization reflecting Generally Accepted Accounting Principles (GAAP) and separates functions appropriate to organizational size to safeguard assets and maintain financial stability. Health center assures an annual independent financial audit is performed in accordance with Federal audit requirements, including submission of a corrective action plan addressing all findings, questioned costs, reportable conditions, and material weaknesses cited in the Audit Report. (Section 330(k)(3)(D), Section 330(q) of the PHS Act and 45 CFR Parts 74.14, 74.21 and 74.26)</p>
13.	<p>Billing and Collections: Health center has systems in place to maximize collections and reimbursement for its costs in providing health services, including written billing, credit and collection policies and procedures. (Section 330(k)(3)(F) and (G) of the PHS Act)</p>
14.	<p>Budget: Health center has developed a budget that reflects the costs of operations, expenses, and revenues (including the Federal grant) necessary to accomplish the service delivery plan, including the number of patients to be served. (Section 330(k)(3)(D), Section 330(k)(3)(I)(i), and 45 CFR Part 74.25)</p>
15.	<p>Program Data Reporting Systems: Health center has systems which accurately collect and organize data for program reporting and which support management decision making. (Section 330(k)(3)(I)(ii) of the PHS Act)</p>
16.	<p>Scope of Project: Health center maintains its funded scope of project (sites, services, service area, target population and providers), including any increases based on recent grant awards. (45 CFR Part 74.25)</p>

GOVERNANCE

17.	<p>Board Authority: Health center governing board maintains appropriate authority to oversee the operations of the center, including:</p> <ul style="list-style-type: none"> • holding monthly meetings; • approval of the health center grant application and budget; • selection/dismissal and performance evaluation of the health center CEO; • selection of services to be provided and the health center hours of operations; • measuring and evaluating the organization’s progress in meeting its annual and long-term programmatic and financial goals and developing plans for the long-range viability of the organization by engaging in strategic planning, ongoing review of the organization’s mission and bylaws, evaluating patient satisfaction, and monitoring organizational assets and performance;* and • establishment of general policies for the health center. <p>(Section 330(k)(3)(H) of the PHS Act and 42 CFR Part 51c.304)</p> <p>Note: In the case of public centers (also referred to as public entities) with co-applicant governing boards, the public center is permitted to retain authority for establishing general policies (fiscal and personnel policies) for the health center (Section 330(k)(3)(H) of the PHS Act and 42 CFR 51c.304(d)(iii) and (iv)).</p> <p>Note: Upon a showing of good cause the Secretary may waive, for the length of the project period, the monthly meeting requirement in the case of a health center that receives a grant pursuant to subsection (g), (h), (i), or (p). (Section 330(k)(3)(H) of the PHS Act)</p>
18.	<p>Board Composition: The health center governing board is composed of individuals, a majority of whom are being served by the center and, this majority as a group, represent the individuals being served by the center in terms of demographic factors such as race, ethnicity, and sex. Specifically:</p> <ul style="list-style-type: none"> • Governing board has at least 9 but no more than 25 members, as appropriate for the complexity of the organization.* • The remaining non-consumer members of the board shall be representative of the community in which the center's service area is located and shall be selected for their expertise in community affairs, local government, finance and banking, legal affairs, trade unions, and other commercial and industrial concerns, or social service agencies within the community. * • No more than one half (50%) of the non-consumer board members may derive more than 10% of their annual income from the health care industry. * <p>Note: Upon a showing of good cause the Secretary may waive, for the length of the project period, the patient majority requirement in the case of a health center that receives a grant pursuant to subsection (g), (h), (i), or (p). (Section 330(k)(3)(H) of the PHS Act and 42 CFR Part 51c.304)</p>
19.	<p>Conflict of Interest Policy: Health center bylaws or written corporate board approved policy include provisions that prohibit conflict of interest by board members, employees, consultants and those who furnish goods or services to the health center.</p> <ul style="list-style-type: none"> • No board member shall be an employee of the health center or an immediate family member of an employee. The Chief Executive may serve only as a non-voting ex-officio member of the board.* <p>(45 CFR Part 74.42 and 42 CFR Part 51c.304(b))</p>
<p>NOTE: Portions of program requirements notated by an asterisk “*” indicate regulatory requirements that are recommended <i>but not required</i> for grantees that receive funds solely for Health Care for the Homeless (section 330(h)) and/or the Public Housing Primary Care (section 330(i)) Programs.</p>	



DEC 20 2013

Mr. Vincent S. Long
Leon County Administrator
Leon County Board of County Commissioners
301 South Monroe Street
Tallahassee, FL 32301

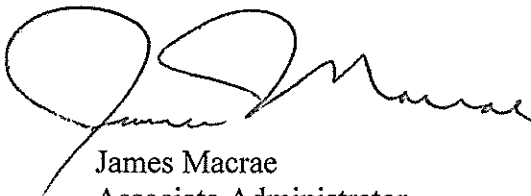
Dear Mr. Long:

Thank you for your letter regarding applications from Bond Community Health Center and Neighborhood Medical Center for Service Area Competition grant funding under the Health Center Program.

As outlined in all Health Resources and Services Administration (HRSA) funding opportunity announcements, HRSA cannot add items to, nor remove items from, a final submitted application. An Objective Review Committee will evaluate each eligible application. The objective review will assess whether each applicant organization demonstrates sufficient capability to provide high quality health services to the announced service area. This competitive process assures that all applications receive full and fair consideration. However, prior to the final grant award, HRSA will conduct pre-award investigations to identify and resolve any relevant issues related to an applicant's viability and/or potential service area overlap.

I appreciate your commitment to underserved populations in Florida.

Sincerely,



James Macrae
Associate Administrator

**Leon County
Board of County Commissioners**


Notes for Agenda Item #17

Leon County Board of County Commissioners

Cover Sheet for Agenda #17

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Requests for Letters of Support for Funding of the Ryan White HIV/AIDS Part C Outpatient Early Intervention Services Program

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Eryn D. Calabro, Financial Compliance Manager Rosemary F. Evans, Healthcare Services Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Authorize the County Administrator to send letters of support to Bond Community Health Center and Neighborhood Medical Center for funding of the Ryan White HIV/AIDS Part C Outpatient Early Intervention Services Programs (Attachments #1 and #2).

Report and Discussion

Background:

On September 24, 2014, Leon County received a letter from Bond Community Health Center (Bond) requesting a letter of support from the Board of County Commissioners for Bond's application for continued funding through the Health Resources and Services Administration's (HRSA) Ryan White HIV/AIDS Part C Outpatient Early Intervention Services Program (Attachment #1).

On October 1, 2014, Leon County received a letter from Neighborhood Medical Center (NMC) requesting a letter of support from the Board of County Commissioners for NMC's application for funding through the Health Resources and Services Administration's (HRSA) Ryan White HIV/AIDS Part C Outpatient Early Intervention Services Program (Attachment #2).

Analysis:

Bond and NMC are applying for funding under HRSA announcement 15-026, posted August 15, 2014 and closing October 15, 2014. Bond is currently funded under a Ryan White HIV/AIDS grant to provide outpatient services to local HIV/AIDS patients. Bond seeks continued funding from HRSA to provide these services.

NMC is a new applicant for Ryan White HIV/AIDS grant funding due to their new status as a Federally Qualified Health Center (FQHC). NMC seeks this funding to serve the HIV/AIDS population in the Big Bend Area.

Staff recommends providing letters of support to Bond and NMC for this grant opportunity.

Options:

1. Authorize the County Administrator to send letters of support to Bond Community Health Center and Neighborhood Medical Center for funding of the Ryan White HIV/AIDS Part C Outpatient Early Intervention Services Programs (Attachments #1 and #2).
2. Do not authorize the County Administrator to send letters of support to Bond Community Health Center and Neighborhood Medical Center for funding of the Ryan White HIV/AIDS Part C Outpatient Early Intervention Services Programs.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Request Letter from Bond Community Health Center
2. Request Letter from Neighborhood Medical Center



Bond Community Health Center, Inc.

September 24, 2014

Leon County Commission

Dear Leon County Commission:

Bond Community Health Center is applying for refunding of its *HIV Early Intervention Services Program Existing Geographic Service Areas (EISEGA) Part C* grant under *HRSA Announcement 15-026*. The competitive continuation application is due on 10/15/2014.

Bond is requesting a letter of support from the Leon County Commission. Below is an abstract of the Ryan White HIV/AIDS primary care services program Bond has provided to Leon and surrounding counties since 2008

Bond Community Health Center (BCHC) is the sole provider of HIV/AIDS Part C primary medical care, a dedicated continuum of social services and supportive care has evolved within the service area with which BCHC has established referral partnerships. This includes Big Bend Cares (the local Part B program), with whom BCHC has a formal MOA for community outreach coordination and services. Big Bend Cares provides HIV prevention, testing, and counseling throughout the eight-county Part 2B area, connecting the newly diagnosed to BCHC for care. BCHC also works with the Florida A & M University College of Pharmacy to operate a pharmacy within the Health Center and bring Medication Therapy Management / medical case management to its clients on antiretroviral therapy. Agencies such as Children's Medical Services (a pediatric multispecialty group) and Whole Child Leon (a Countywide pro-child network of agencies) make direct referrals to BCHC for Part C Early Intervention Services. The Leon County Health Department provides HIV prevention activities, Outreach, Counseling and Testing; an STI Unit, providing intervention, testing and reporting; and testing and vaccines for hepatitis care. Other community based agencies offering services and interventions for specific populations, such as those who are moving from incarceration to the community, provide referrals to the BCHC program.

In 2013, BCHC cared for 521 PLWHA—338 male and 176 female and 7 male-to-female transgendered; 83.7% (436) were African American. Within the calendar year, 128 new HIV+ patients presented for care. A total of 34.9% (182) of BCHC's Part C patients carry a CDC defined diagnosis of AIDS. Of Bond's 521 patients, 164 (31.5%) describe themselves as MSM (men who have sex with men). Further, January 1, 2013 – September 17, 2014, 72 newly identified HIV+ clients have been brought into care.

Bond is desirous of continuing its collaboration with local safety-net providers and the State and local governments to care for the vulnerable HIV/AIDS residents of Leon and surrounding counties. Leon County's letter of support will validate our partnership. Thank you for your consideration.

Regards,

Bernard Goodman

Bernard Goodman, CEO

1720 South Gadsden Street - Tallahassee, Florida 32301
Telephone: 850.876.4073 - Fax 850.576.2824



October 1, 2014

Candice M. Wilson, Director
Office of Human Services and
Community Partnerships
918 Railroad Avenue
Tallahassee, Florida 32310

Dear Mrs. Wilson:

Please accept this letter as a request for a letter of support for the HRSA Funding Opportunity HRSA-15-026 for Ryan White Funding Part C. Neighborhood Medical Center, Inc. would greatly appreciate the Leon County Board of County Commissioners support in this application process for funding to serve the HIV/AIDS population in the Big Bend Area.

Sincerely,

A handwritten signature in black ink, appearing to read 'Oretha Jones', is written over a faint, larger version of the same signature.

Oretha Jones, MSN, ARNP, HCRM
Chief Executive Officer
Neighborhood Medical Center, Inc.

438 West Brevard Street
Tallahassee, FL 32301
850.224.2469 (Phone) 850.224.1139 (Fax)

**Leon County
Board of County Commissioners**


Notes for Agenda Item #18

Leon County Board of County Commissioners

Cover Sheet for Agenda #18

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Renew the Primary Healthcare Program Contracts for FY 2014/15 and Approval of the Department of Health Alternative Low Income Pool Letter of Agreement with the Agency for Health Care Administration

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Eryn D. Calabro, Financial Compliance Manager Rosemary F. Evans, Healthcare Services Coordinator

Fiscal Impact:

This item has a fiscal impact. The FY 2014/15 Budget allocates \$1,739,582 for the Primary Healthcare Program.

Staff Recommendation:

- Option #1: Approve the renewal of the Primary Healthcare Program Contracts for FY 2014/15 (Attachments #1-#5), and authorize the County Administrator to execute.
- Option #2: Approve the Department of Health Alternative Low Income Pool Letter of Agreement with the Agency for Health Care Administration (Attachment #6), and authorize the County Administrator to execute.

Report and Discussion

Background:

Leon County's Office of Human Services and Community Partnerships (HSCP) administers funds for the Primary Healthcare Program. The current Adopted Budget allocates \$1,739,582 for healthcare services. Contracts are executed each year to facilitate increased access to health services for uninsured and indigent citizens. Funding is provided to the following CareNet providers: Bond Community Health Center (Bond), Neighborhood Medical Center (NMC), Florida A & M University Pharmacy (FAMU), and Capital Medical Society Foundation/We Care Network (We Care). Tallahassee Memorial HealthCare (TMH) receives funding for its Trauma Center in the amount of \$200,000.

The County has worked continuously to improve the accuracy of the patient information being received from the providers to ensure contract compliance. During the FY 2013/14 fiscal year, the County implemented the HSCP Management System, a web-based database used to track patients served through the Primary Healthcare Program. This system was introduced to ensure compliance among the funding agencies for the visits reported to Leon County. The system requires documentation for each patient to be uploaded, verifying the patients seen are Leon County residents living at or below 100% of the Federal Poverty Level, the target population identified by the Mercer report. As HSCP moves into its second year using the system, phase two of the implementation is ready to begin. This phase will involve adding Apalachee to the system for entering patient visits and uploading documentation in the same way the County's other two mental health providers, Bond and NMC, do under their contracts.

The following is a detailed synopsis of the history of healthcare funding for the Primary Healthcare Program.

Primary Healthcare Program FY 2014/15 Funding Requests

In preparation of the FY 2014/15 budget discussions, staff requested that each agency currently funded by the Primary Healthcare Program complete a *FY2014/15 Non-Departmental Funding Request Application*. This includes Bond Community Health Center, Neighborhood Medical Center, Capital Medical Society Foundation/We Care Network, Florida A & M University College of Pharmacy, and Apalachee Center. Each request includes an overview of agency programs and services; goals and objectives; and partnerships. Each request also provides an explanation of why funding is being requested and the projected impact on the target population. Further, the current and proposed budgets were submitted including an explanation of how a reduction or discontinuation in funding may impact the delivery of these services. The agencies also shared program challenges and successes.

Table 1 displays FY 2013/14 funding amounts, requested funding, and approved funding levels.

Table 1. Primary Healthcare Program Funding Levels

Agency	FY 13/14 Funding	FY 14/15 Request	Approved FY 14/15 Funding
Bond Community Health Center	\$805,140	\$805,140	\$368,000
Neighborhood Medical Center	\$466,740	\$826,740	\$798,097
CMS Foundation/We Care	\$130,043	\$200,898	\$168,826
FAMU Pharmacy/Diabetes Partnership	\$177,500	\$244,500	\$244,500
Florida Healthy Kids*	\$2,488	\$2,488	\$2,488
Apalachee Center	\$157,671	\$157,671	\$157,671
Total	\$1,739,582	\$2,237,437	\$1,739,582

* The Healthy Kids Corporation/Florida Healthy Kids health insurance program requires local match funds for participation. Currently, Chapter 624.91 F.S. permits local match credits for in-kind contributions and other efforts on behalf of children's health care. During the September 17, 2002 regular meeting, the Board voted to approve funding for eligible children. Historically this has been the amount of money made available to the agency.

An overview of the services provided and funding requested follows for each agency.

Analysis:

FY 2013/14 Primary Healthcare Program Funding

The FY 2013/14 Budget included funding for the Primary Healthcare Program in the amount of \$1.7 million. In keeping with the Board's priorities, funding was allocated for the expansion of access to primary healthcare and mental health services for uninsured indigent citizens of Leon County. Table 2 illustrates the FY 2013/14 Adopted Budget allocations.

Table 2. Primary Healthcare Funding FY2009/10- FY2013/14

Agency	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14
Bond Primary Care	\$329,380	\$332,052	\$332,052	\$332,052	\$332,052
Bond Women & Children	\$248,260	\$245,588	\$245,588	\$245,588	\$245,588
Bond Mental Health	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Bond Pharmacy*	\$88,750	\$177,500	\$177,500	\$177,500	\$177,500
<i>Total Bond Funding</i>	\$716,390	\$805,140	\$805,140	\$805,140	\$805,140
Neighborhood Medical Center (NMC) Primary Care	\$416,740	\$416,740	\$416,740	\$416,740	\$416,740
NMC Mental Health	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
<i>Total NMC Funding</i>	\$466,740	\$466,740	\$466,740	\$466,740	\$466,740
Capital Medical Society Foundation/ We Care Network	\$130,043	\$130,043	\$130,043	\$130,043	\$130,043
FAMU Pharmacy**	\$266,250	\$177,500	\$177,500	\$177,500	\$177,500
Florida Healthy Kids	\$7,514	\$3,777	\$2,488	\$2,488	\$2,488
Apalachee Center, Inc.***	\$157,671	\$157,671	\$157,671	\$157,671	\$157,671
Total Funding	\$1,744,608	\$1,740,871	\$1,739,582	\$1,739,582	\$1,739,582

*Bond began administration of its Pharmacy Program in April 2010, which was previously administered by FAMU

**\$147,571 of this allocation funds pharmacy services at Neighborhood Medical Center

***Non-mandated mental health services

FY 2014/15 Primary Healthcare Program Funding

In consideration of the ideas to come out of the April 3, 2014 Day of Dialogue and the Board's direction at the May 13, 2014 Workshop, the CareNet providers' contracts and reporting requirements have been modified for FY 2014/15. The details are provided in the following analysis.

Bond Community Health Center (Bond)

The proposed contract provides \$368,000 in funding to Bond for healthcare services. The Leon County Agreement for Primary Care is \$318,000 and Mental Health Services is \$50,000. The contract requires the provision of ambulatory, preventive and primary care, including but not limited to, diagnostic and therapeutic services. Bond is reimbursed \$125 per primary care patient visit, up to the contracted amount of 2,544 visits. In addition, Bond receives \$80 per mental health patient visit, up to the contracted amount of 625 visits.

County Cash Matches for Grant Funding

In an effort to continue leveraging County funds to expand healthcare services, of its current allocations to Bond, Leon County has the ability to remit matching funds to the Agency for Health Care Administration (AHCA) on behalf of Bond for Low Income Pool grant funding as shown in Table 3. If approved by the Board, Bond would receive an additional \$797,800 for specialty care services. This would leave \$165,800 eligible for reimbursement on a per patient visit basis. The requirement to meet the visit numbers still applies for funds remitted to AHCA on Bond's behalf.

Table 3. FY 2014/15 Bond AHCA LIP Agreements Summary

Award	County Match Request	State/Federal Funding	Total Funding
Specialty Care*	\$202,200	\$797,800	\$1,000,000

*Specialty Care –Used for Ophthalmology, Podiatry, Chiropractor, Nutrition/Dietitian, and Behavioral Health services.

Neighborhood Medical Center (NMC)

The proposed contract provides \$798,097 in funding to NMC for healthcare services. NMC proposes to use \$150,000 for 1.0 FTE dentist, \$100,000 for mental health services, and the remaining \$548,097 for primary care. The contract requires the provision of ambulatory, preventive and primary care, including but not limited to, diagnostic and therapeutic services. NMC is reimbursed \$125 per primary care patient visit, up to the contracted amount of 5,584 visits. In addition, NMC receives \$80 per mental health patient visit, up to the contracted amount of 1,250 visits. NMC submitted written notification stating that if any LIP awards become available for leveraging during the fiscal year, their organization would like to be considered for these funds.

Capital Medical Society Foundation/We Care Network (We Care)

The proposed contract between Leon County and We Care is for \$168,826. This is an increase of \$38,783 to provide intensive case management and outreach services by the RN Program Coordinator. The contract requires the provision of basic diagnostic procedures; and drug or other therapeutic modalities. Services provided include specialty care and dental care. We Care utilizes a network of volunteer specialty physicians to address client needs that cannot be addressed by the primary care physician. County funding is utilized to reimburse staff costs for a Program Coordinator and Case Managers. We Care proposes to bill the County \$14,069 monthly. This represents 1/12 of its funding allocation.

Florida A&M University College of Pharmacy (FAMU)

The proposed contract between Leon County and FAMU is \$244,500 and requires coordinated and unified pharmacy services for indigent clients at NMC and the two local hospitals. This represents an increase of \$67,000 over FY 2013/14 to fund a staff position for the diabetes partnership coordinated between FAMU, Bond, and NMC. This partnership proposes to address morbidity and mortality of African Americans with Type 2 diabetes; this effort supports the concept of targeting patient outcomes. FAMU will operate this program through their College of Pharmacy and Center for Health Equity. Bond and NMC will refer patients for assessment and assistance in creating a plan to improve their diabetes related clinical outcomes, with support for improved compliance with indicated treatment plans.

FAMU Pharmacy will continue to provide patient education on proper use of medications and assistance with applying for prescription assistance programs for medicines that are too expensive. Of this contract, \$2,929 is provided for pharmacy software at NMC's Orange Avenue site. The balance of the contract, \$174,571, funds pharmacy services at NMC's Brevard Street site. This funding is utilized for a Pharmacy Manager, including fringe and benefits at \$103,200; a Pharmacy Technician at \$32,000; MedData Services and Software for \$6,229; and Equipment and Supplies for \$6,142. FAMU proposes to bill the County monthly, at a rate of 1/12 of its funding allocation or \$20,375.

Apalachee Center, Inc. (Apalachee)

Apalachee receives \$157,671 to fund up to approximately 2,000 mental health patient visits through the Primary Healthcare Program. This is non-mandated mental health funding. Apalachee also receives \$638,156 in state-mandated funding from Leon County for Baker and Marchman Act services. Mental health services are provided by an ARNP, Case Manager, Psychiatrist, and Comprehensive Community Support Team.

Per Board direction, in implementing phase two of our HSCP Management System database, Apalachee will begin entering patient visits and uploading documentation as our other mental health providers do. This is consistent with the Mercer report previously presented to the Board. Beginning in FY 2014/15, Apalachee will be reimbursed on an \$80 per mental health visit basis to provide parity to the Primary Healthcare Program's mental health funding. There is no change in the funding level requested for FY2014/15 through the Primary Healthcare Program.

Florida KidCare/Healthy Kids

The State Children's Health Insurance Program (SCHIP) for Florida is an umbrella organization known as Florida KidCare. KidCare is comprised of four components: Medicaid (children), MediKids, Healthy Kids, and the Children's Medical Services (CMS) Network. The Healthy Kids Corporation health insurance program requires local match funds for participation. Currently, Chapter 624.91 F.S. permits local match credits for in-kind contributions and other efforts on behalf of children's health care. A 2000 legislative act specified that Title XXI federal funds could not be used for children of non-OPS state employees and legal immigrant children without five years of legal residence. During the September 17, 2002 regular meeting, the Board voted to approve funding for eligible children. In FY2014/15, \$2,488 is allocated to fund these services. This will cover two eligible children currently enrolled in the KidCare Program. At the time of the writing of this agenda item, staff has not received a request.

Tallahassee Memorial HealthCare (TMH)

The FY 2014/15 Adopted Budget included an allocation of \$200,000 to TMH for the Trauma Center. TMH, in partnership with Leon County, has requested these funds be utilized to leverage the Agency for Health Care Administration's (AHCA) Low Income Pool (LIP) award.

HSCP has received notification from NMC that they are interested in continuing the partnership with TMH to leverage a portion of their funds for a LIP award. The details of this proposed agreement will be brought before the Board for consideration at a later date.

Reporting Requirements

In addition to the monthly metrics reports provided to the County by the agencies, a narrative component is being added to the quarterly reports submitted. This narrative portion will allow the providers to address partnerships, concerns, successes, and other valuable insights regarding the services being delivered. Providers can share what they are doing to ensure the gap population is availing themselves of all programs, such as Medicaid, the Federal Health Insurance Marketplace, and employer-sponsored insurance. Per Board direction, measurements related to maternal and infant health will be reported by the primary care providers. These additional reporting measures will assist HSCP staff in moving toward an outcome-driven model of care for the Primary Healthcare Program, as discussed at the Day of Dialogue.

These improvements to the providers' contracts and the reporting requirements allow HSCP staff to work with the CareNet agencies in a more holistic way. The implementation of the client management system provides a mechanism for the providers to demonstrate that all CareNet program eligibility requirements are being met and all those being served are in the gap population identified by the Mercer report.

Options:

1. Approve the renewal of the Primary Healthcare Program Contracts for FY 2014/15 (Attachments #1-#5), and authorize the County Administrator to execute.
2. Approve the Department of Health Alternative Low Income Pool Letter of Agreement with the Agency for Health Care Administration (Attachment #6), and authorize the County Administrator to execute.
3. Do not approve the renewal of the Primary Healthcare Program Contracts for FY 2014/15.
4. Do not approve the Department of Health Alternative Low Income Pool Letter of Agreement with the Agency for Health Care Administration.
5. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Bond Community Health Center, Inc. FY 2014/15 Contract for Primary Care and Mental Health Services
2. Neighborhood Medical Center FY 2014/15 Contract for Primary Care and Mental Health Services
3. Capital Medical Society Foundation/We Care Network FY 2014/15 Contract for Care Coordination Services
4. Florida A & M College of Pharmacy FY 2014/15 Contract for Pharmaceutical Services
5. Apalachee Center, Inc. FY 2014/15 Contract for Mental Health Services
6. Department of Health Alternative Low Income Pool Letter of Agreement

LEON COUNTY
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS

LEON COUNTY PRIMARY HEALTHCARE PROGRAM
STANDARD CONTRACT

THIS CONTRACT is entered into between Leon County hereinafter referred to as the *County* and **Bond Community Health Center, Inc.**, hereinafter referred to as the *Provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in **Attachment I**, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the County.

c. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment **NA**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

d. Not to employ unauthorized aliens. The County shall consider employment of unauthorized aliens a violation of §§274A (e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by the County.

e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the provider will cooperate with the County to facilitate the Duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the County as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

E. Monitoring by the County

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract. Following such evaluation the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

F. Indemnification

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the County and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the County is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the County. The County's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the County, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the County permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the County against such claims.
3. Leon County shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in Leon County Government, upon giving prior written notice to the provider. In the event Leon County approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of Leon County, Florida.
4. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the County in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the County any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the provider by the County. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the County. In the event that the County first discovers an overpayment has been made, the County will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the County will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of the State of Florida County of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

M. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the County.
2. The provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Leon County, Florida nor shall the provider represent to others that it has the authority to bind the County unless specifically authorized to do so.
3. Neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to county retirement or county leave benefits, or to any other compensation of county employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of Leon County, Florida.

5. Unless justified by the provider and agreed to by the County in Attachment I, the County is not responsible for services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

N. Sponsorship

If the provider is a non-governmental organization which sponsors a program financed wholly or in part by county funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and Board of County Commissioners with County Logo*. If the sponsorship reference is in written material, the words, Board of County Commissioners, Leon County and county logo shall appear in the same size letters or type as the name of the organization.

O. Final Invoice

To submit the final invoice for payment to the County no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the County will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the County.

P. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

Q. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in any way connected herewith, the Provider shall refer the discovery or invention to the County to be referred to the County of State to determine whether patent protection will be sought in the name of Leon County, Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to Leon County, Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the County. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to Leon County, Florida.
3. The provider, without exception, shall indemnify and save harmless Leon County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. Leon County will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for Leon County, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

R. Construction or Renovation of Facilities Using County Funds

Any county funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the county a security interest in the property at least to the amount of the county funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of county funding for this purpose, the provider agrees that, if it disposes of the property before the County's interest is vacated, the provider will refund the proportionate share of the county's initial investment, as adjusted by depreciation.

S. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with Leon County Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the County's security requirements provided to it during the period of this agreement. The provider must also comply with any

applicable professional standards of practice with respect to client confidentiality.

II. The County Agrees:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount of up to \$125.00 per patient visit for Primary Care and Women and Children's Services, not to exceed a total of \$318,000 for Primary Care and \$80.00 per patient visit for Mental Health Services not to exceed \$50,000 for a total contract amount of **\$368,000**, of which, **\$202,200** will be remitted as grant matching funds to the Agency for Health Care Administration, and \$165,800 will be reimbursed to the Provider, subject to the availability of funds. Leon County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Invoice payment requirements do not start until a properly completed invoice is provided. The Provider agrees prior to submission of each monthly invoice to input into the County's web based reporting system all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section 3b. All invoices shall be generated through the County's web based reporting system.

III. The Provider and the County Mutually Agree:

A. Effective and Ending Dates

This contract shall begin on October 1, 2014, and shall end on September 30, 2015.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the County may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the County may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the County's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the County in a manner satisfactory to the County will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the county, been notified by the county of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the county; or (2) had a contract terminated by the county for cause.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the county budgeting process and subsequently identified in the County's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:
Bond Community Health Center, Inc.
2. The name of the contact person and street address where financial and administrative records are maintained is:
William Petit, Chief Financial Officer/Interim CEO

1720 S. Gadsden Street
Tallahassee, FL 32301

Bond Community Health Center, Inc.
1720 S. Gadsden St., Tallahassee, FL 32301

3. The name, address, and telephone number of the contract manager for the County for this contract is:

Rosemary Evans, Healthcare Services Coordinator
Office of Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, Florida 32310

4. The name, address, and telephone number of the Provider's representative responsible for administration of the program under the contract is:

William Petit, Chief Financial Officer/Interim CEO
1720 S. Gadsden Street
Tallahassee, FL 32301 (850) 576-4073

5. Upon change of representatives (names, addresses, and telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, Attachments I & II and Exhibits 1, 2, 3, A & B contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

Provider: Bond Community Health Center, Inc.
1720 S. Gadsden Street
Tallahassee, FL 32301

Signed by: _____

Name: _____

Title: _____

Date: _____

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

ATTEST:
Bob Inzer, Clerk of the Circuit Court and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

ATTACHMENT I

A. Services to be Provided

1. Definition of Terms

Program Terms

- a. **Primary Care Services.** Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient. This also includes ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- b. **Primary Care Client.** A person who has been determined to be eligible for primary care services and receives any client service funded by this contract.
- c. **Mental Health Services.** Basic diagnostic procedures and drug or other therapeutic modalities (i.e.treatment plans) ordered or provided by the mental health practitioner in the course of treating the patient.
- d. **Mental Health Client.** A person who has been determined to be eligible for mental health services and receives any client service funded by this contract.
- e. **Service Unit (Patient Visit).** Primary Care and/or Mental Health visit (throughout the contract period) per eligible enrolled client.
- f. **Adult,** is any eligible client who is 18 years of age or older.
- g. **Child,** is any eligible client who is 17 years of age or younger.

2. General Description

a. General Statement

- (1) Primary Care Services must be provided which include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- (2) The Provider will provide all administrative and operational duties of the pharmacy, including staffing and formulary management.
- (3) The Provider will manage the day-to-day operations of its pharmacy location and

provide professional consultation in the development of overall pharmacy management, clinical services, and program evaluation.

- (4) The Provider will employ psychiatrists and/or ARNPs and case managers to provide appropriate mental health services that include basic diagnostic procedures and drug or other therapeutic modalities (i.e. treatment plans) ordered or provided by the practitioner in the course of treating the patient.
- (5) Case managers will assist eligible patients in accessing any third party payor for which they may be eligible, such as Medicaid and Florida Healthy Kids.
- (6) Case managers will assist eligible patients in accessing other social services needs such as food, housing and transportation.
- (7) The Provider will provide all billable services at Bond Community Health Center, Inc. that meet the needs and requirements of the eligible patient, or Provider must arrange for the delivery of some or all of such services through one or more subcontractors.
- (8) Applicable federal, state and local laws, regulations, administrative rules, policies, and procedures must be adhered to.

b. Authority.

All services shall be provided in accordance with Chapter 64F-10, Florida Administrative Code, Primary Care Projects. Legal authority for contract and services – Sections 381.001, 381.0011, 154.01, and 154.011, F.S.

c. Scope of Service.

The Provider must provide the services as specified in section B. of this contract.

d. Major Program Goals.

The goal of the Primary Healthcare Program is to improve the health and well-being of eligible clients in the community through the delivery of primary healthcare services access to third party payers such as Medicaid or services which they may be eligible.

The goal of the Mental Health Project is to improve the health and well-being of eligible clients in the community through the delivery of integrated mental health services in the primary care setting and access to third party payers such as Medicaid or services which they may be eligible.

3. Clients Served.

a. General Description.

A Primary Care and/or Mental Health Client includes any person who is eligible to be a patient of Bond Community Health Center, Inc., a Leon County resident, meets the federal poverty guidelines, needs medical and/or mental health care, and has no health insurance.

b. Client Eligibility.

- (1) Eligibility for services under this contract is limited to those clients with net incomes less than 100% of the most current non-farm poverty levels established by the U.S. Office of Management and Budget. Only individuals meeting eligibility criteria shall be registered as comprehensive primary care clients.
- (2) Clients eligible under this contract are limited to those who have been verified to be Leon County residents employing the Provider's usual eligibility screening practices and procedures.
- (3) As established by Chapter 64F-10.004, Florida Administrative Code, no fees of any kind shall be charged for registered comprehensive primary care clients who are below 100% of the most current non-farm poverty levels.
- (4) Clients who are not currently receiving Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged to pursue obtaining Medicaid.
- (5) It is permissible to purge from the pool of eligible clients, during the eligibility re-determination period, those who have not sought services in one year. This action may be taken only after the client is notified, in writing, of the need to re-determine eligibility and no response occurs within one month. Documentation of this notification must be maintained in the client's file. If this policy is followed by the Provider, then a statement of the policy must be added to the Client Participation Agreement (**Exhibit A**).

c. Client Determination.

The Provider must determine eligibility for enrollment into the Primary Healthcare Program. Eligibility, as defined in A.3., must be re-determined at least annually. A person determined ineligible has the right, however, to request re-determination of eligibility at any time if his or her income status changes.

B. Manner of Service Provision

1. Service Tasks

a. Task List

Provider must offer the following primary care services:

- (1) Ambulatory care services for children and adults consistent with acceptable medical practice and the standards of the American Academy of Pediatrics.
- (2) Preventive health services and continuing management of the healthcare needs of registered clients; including referral, when needed, for secondary or tertiary care;
- (3) Primary care services including, but not limited to, basic diagnostic procedures and drug or other therapeutic services ordered or provided by the primary care practitioner in the course of treating the patient.
- (4) Early Periodic Screening Diagnostic and Treatment Services (EPSDT), child health supervision and coordination with improved pregnancy outcome programs. Child health supervision services shall follow the periodic schedule and include the services as established by the American Academy of Pediatrics Standards of Child Health Care.
- (5) The primary care Provider must establish referral protocols with other programs to include, but not limited to, eligible clients served through Developmental Services, Department of Children and Families, Children's Medical Services and its Regional Perinatal Intensive Care Center Programs and other County Health Department programs.
- (6) Clinic services must be offered during early morning and evening hours to provide access for clients who may be unable to come to the clinic during normal hours of operation.
- (7) Twenty-four hour telephone access must be provided for all registered clients for the handling of after-hours inquiries, medical emergencies and referral services. Access includes:
 - (a) speaking directly to a health professional who can make a medical judgment as to whether a referral to the emergency room should be made;
 - (b) speaking to an answering service that will contact a health professional. The on-call health Provider must be a physician, physician assistant or an advance registered nurse practitioner.
 - (c) calling an answering machine that gives the caller the telephone number of the nearest emergency room.

- (8) Provider must offer the following mental health services:

ARNPs/Psychiatrists will

- a) provide mental health assessments
- b) assist with Patient Assistance Program (PAP) application for medications
- c) provide crisis intervention
- d) evaluate mental status
- e) evaluate medication needs
- f) maintain medication and physical history
- g) complete and maintain treatment plan
- h) perform other related duties as needed

Social Workers/Case Managers will

- i) assist clients to obtain Medicaid and/or Medicaid disability benefits
- j) evaluate services needed
- k) complete psychosocial history
- l) provide referrals to community resources
- m) assist with SSI application as needed
- n) provide crisis intervention
- o) complete a treatment plan
- p) perform other related duties as needed

- (9) Client registration

Each client must sign a client participation agreement which acknowledges that the client understands the services that will be provided, the limits of the Provider's service capability and the responsibilities of the client. A sample participation agreement is provided as Exhibit A. Each client must also receive a copy of the Florida Patient's Bill of Rights and Responsibilities, **Exhibit B**, and a listing of the services that can be obtained through the Provider.

- (10) The Provider must deliver all of the primary care and mental health services, or it must arrange for the delivery of some or all of such services through one or more subcontractors. In addition to the primary care services which the Provider must offer to registered clients, the Provider is responsible for assisting such clients in accessing other medical and related services which are necessary for the client and the client's family's health and well-being.

b. Task Limits

Primary care funds provided through the Health Care Access Act or the Indigent Health Care Act cannot be paid to a hospital for in-patient care.

Services are limited to eligible registered clients and are limited by the number of contract

dollars available.

2. Staffing Requirements

a. Staffing Levels

The Provider must maintain sufficient staff to deliver the agreed upon services. The Provider or its subcontractor will provide ARNPs and/or psychiatrists and case managers with mental health experience to provide the agreed upon services. Psychiatrists will be used as a patient's needs indicate.

b. Professional Qualifications

The Provider will maintain a personnel file for all staff provided under this contract. All physicians, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any service to primary care or mental health clients referenced in this contract must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

Professional personnel records should document training as appropriate to their individual practice. Each personnel record must also outline the current job description with minimum qualifications for that position.

c. Staffing Changes

The Healthcare Services Coordinator must be notified in writing of termination of employment of the Executive Director, Chief Executive Officer, or equivalent position within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the Contract Manager in writing within 10 days of hiring.

Other staffing changes may be made as long as the staff members continue to meet the staffing levels in 2.a. above and the professional qualifications in 2.b.

d. Subcontractors

The Provider must deliver all of the primary care services itself, or it must arrange for the delivery of some or all of such services through one or more subcontractors. All subcontractors are subject to the same conditions of this attachment. Subcontracts must be

approved by the Department and will not include administrative or indirect costs as separate line items.

3. Service Location and Equipment

a. Service Delivery Location

The services listed above must be provided at the following facilities:

Bond Community Health Center, Inc.
1720 S. Gadsden Street
Tallahassee, FL 32301

Facilities in which the services are provided must be maintained so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.

b. Service Times

Clinic:

Monday and Thursday	8:00 a.m. to 7:00 p.m.
Tuesday, Wednesday, Friday	8:00 a.m. to 5:00 p.m.
1 st and 3 rd Saturday	9:00 a.m. to 1:00 p.m.

Any hours of operation requested outside of these hours will be provided at the health center's expense.

Temporary changes in the clinic schedules (not to exceed two weeks) require a verbal or written notification to the Healthcare Services Coordinator. Permanent changes (exceeding two weeks) require a contract amendment.

Provider must notify the Healthcare Services Coordinator in writing (letter or email) when scheduling for new patient appointments exceed one hundred twenty (120) days and scheduling for an established patient appointment exceeds ninety (90) days.

c. Changes in Location

The Healthcare Services Coordinator must be notified in writing of changes in the Provider's location at least one month prior to moving. In the event of an emergency, temporary changes in location must be made to assure the continuity of the program and the safety and welfare of the clients.

d. Equipment

The Provider must use the appropriate type and quality equipment recommended by current medical standards for performance of primary care.

4. Deliverables

a. Service Units

Service units are defined as primary care or mental health visits, provided during the contract period. Multiple units may not be billed for any patient for the same date of service. Services are limited by the financial terms of this contract as stated in the Financial & Compliance Audit Attachment, part II.A of the Standard Contract, and part C.1, Attachment I.

b. Reports

(1) Service Reporting

Provider must submit aggregate number of clients and services provided on the Monthly Report and Patient Service List monthly. These reports must be submitted with the monthly invoices on or before the 30th day of the following month after services have been provided.

(2) Monthly Reimbursement Request

Provider must submit a Monthly Invoice to the Healthcare Services Coordinator on or before the 30th day of the following month. The Provider is required prior to submission of each monthly invoice to input into the County's web based reporting system all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section 3b. All invoices shall be generated through the County's web based reporting system.

(3) Quarterly Clinical and Performance Data

Provider must submit, no less than quarterly, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.

(4) Client Satisfaction Surveys

All clients must receive quality medical care and be treated with dignity and respect. The Provider must distribute a client satisfaction survey no less than quarterly. The completed forms, including a summary document, will be reviewed and recorded during the scheduled monitoring visit.

(5) Quality Assurance Review

The Provider must maintain an ongoing, organized program to enhance the quality of client care to identify problems and to provide a method to correct problems as referenced in Chapter 64F-10.009, Florida Administrative Code. The Provider must hold at least one QA Committee meeting during the term of this contract. Copies of the QA Committee minutes must be sent to the contract manager within 30 days of the date of the meeting. Provider may elect to conduct more frequent QA Committee meeting, in which case, copies of the minutes must be provided to the

contract manager as above.

(6) Quarterly Progress Reports

The provider must submit a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, and progress toward program goals.

c. Records and Documentation

All Health records pertaining to registered clients must conform to the requirements in Chapter 64F-10.008, Florida Administrative Code. All information contained in health records is confidential, with access governed by state and federal laws. Included in the definition of confidential information is the name, address, medical, social and financial data as well as the number and type of services received by clients of the department.

5. Performance Specifications

a. Standards Definitions

The Provider must provide the personnel sufficient to provide the patient services as described in the contract.

The Provider must provide 2544 primary care service visits.

The Provider must provide 625 mental health service visits.

The Provider must achieve a satisfactory or better rating on 85 % of client satisfaction surveys.

b. Outcomes and Outputs

The benefits that will result from this contract are that the clients/patients will have ambulatory care, preventative health services, and continuing management of their health needs. As a result there will be an improved health status and better quality of life for those registered clients and the community.

The benefits of integrated mental health services are that the clients/patients will have mental health care and case management of their mental health needs. As a result there will be an improved health status and better quality of life for the clients/ patients and the community.

c. Monitoring and Evaluation Methodology

In addition to Section I.E of the Standard Contract:

- (1) The Provider will be monitored a minimum of once per year. However, the County reserves the right to perform additional monitoring reviews as deemed necessary. Monitoring will be accomplished through a review of the case files, quality assurance reviews and patient satisfaction surveys, to verify that the information in reports is accurate and that the terms of the contract are being met. Financial records, equipment and the facility will be monitored for compliance with the contract.
- (2) Provider will receive a written report of the monitoring visit within 45 business days of the visit.
- (3) If a corrective action plan is indicated, the Provider must submit to the department, in writing, plans to correct the deficiencies within 30 calendar days of receiving the department's written monitoring report. The Department may provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

d. Performance Definitions

Definitions are listed in section A.1. of this attachment.

6. Provider Responsibilities

a. Provider Unique Activities

- (1) The Provider must maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the department whenever the Provider is unable, or is going to be unable to provide the required quality or quantity of services.
- (2) Department of Children and Families shelter and foster care children: Department of Children and Families shelter and foster care children must be assured access to care by the Provider. This includes the following minimum provisions:
 - (a) Conduct an initial health care assessment on an emergency basis at the request of the assigned Department of Children and Families (DCF) Caseworker or Public Health Nurse. This assessment is to be in the form of an EPSDT child screening billed to Medicaid. A separate medical record called a Medical Passport or Child's Resource Record has been established, by DCF, and will be utilized as noted in the following paragraph D (where applicable).
 - (b) Provide ongoing health care assessment, supervision and case management for as long as the child remains in shelter or foster care in Leon County.

- (c) Provide referral to emergency medical care for assessment or treatment. This may take the form of on-call personnel, backup health care Providers, emergency phone number or other solutions appropriate to the local situation.
- (d) Assure that the medical diagnosis, immunizations, services provided, allergies, medications and current ongoing treatment concerning the child are documented in the Medical Passport or the Child's Resource Record. This record is to be kept with the child's caregiver and updated at each health care visit. Copies of the Medical Passport will be provided to the child's foster/shelter parents, DCF caseworker or public health nurse, upon request.

b. Coordination with other Providers and Entities

The Provider must coordinate services with other Providers and entities for the benefit of the client and within the terms of this contract with the written consent of the client. Written consent forms shall be valid for a period of one year, unless revoked by the client. The failure of other Providers to render services to the eligible client does not alleviate the contract Provider from the obligation to provide tasks or services as outlined in this contract.

7. Department Responsibilities

a. Department Obligations

The Leon County Office of Human Services and Community Partnerships has the sole responsibility to determine that the contract terms are being fulfilled according to the contract specifications.

b. Department Determinations

The Leon County Office of Human Services and Community Partnerships shall have the final authority as to the amount of funds available for this contract.

C. Method of Payment

1. This is a fixed price unit cost contract. The Department shall pay the Provider for a total amount not to exceed the amount stipulated in Section II.A, of the Standard Contract, subject to the availability of funds. Payment shall be made on a rate of up to \$125 per primary care service visit and \$80 per mental health visit and limited as specified in Section II A and Section B.5.a, of Attachment I.
2. Payment shall be made monthly upon receipt by the contract manager of an invoice that states the number of eligible clients who were provided a primary care service visit and the number of eligible clients who were provided a mental health service visit during the month. Clients must be distinguished as either children or adults.
3. Invoices for payment must be submitted to the contract manager by the 30th of the month following

the month for which payment is requested. No payment will be made for any month unless all client data including but not limited to required fields in the County's web based reporting system and all client eligibility documentation as specified in Attachment I, Section 3b., has been entered into the web based reporting system and the department has received the required Monthly Report and Monthly Patient Service List.

4. Since services for Medicaid clients are reimbursed by Medicaid, the Provider will not be paid for any service provided to a Medicaid eligible client. Similarly, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.

D. Special Provisions

1. Grievance and Fair Hearing Procedure

The Provider must have a system through which clients may present grievances about patient care services. The Provider must advise clients of: (1) their right to appeal denial or exclusion from the program or the failure to take account of recipient's choice of service, or a complaint about the quality of service and (2) their right to a fair hearing in these respects. Notice of the Provider's action or decision and the right to appeal must be given verbally and in writing in language the client understands, at the time of the decision or action, but no later than ten days after same. Whenever an applicant or recipient requests a fair hearing the Provider must make arrangements to provide such a hearing.

The Provider must notify the Healthcare Services Coordinator each time a grievance is filed. All written complaints must be considered grievances.

2. In accordance with Florida Statute 381.026, the Florida Patient Bill of Rights and Responsibilities, **Exhibit B**, must be observed and posted at all clinic sites.

3. Contract Renewal

This contract may be renewed annually for a term not to exceed three years or for the term of the original contract, whichever is longer. Renewals shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the department and shall be subject to the availability of funds. Any renewals shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

END OF TEXT

CLIENT PARTICIPATION AGREEMENT

This is to certify that _____
 (Name of Applicant)
 SSN _____ and the following member(s) of his or her family may
 receive primary care medical services from **Bond Community Health Center** for the period
 _____ through _____.

Eligible Family Members

- | | |
|----------|-----------|
| 1. _____ | SSN _____ |
| 2. _____ | SSN _____ |
| 3. _____ | SSN _____ |
| 4. _____ | SSN _____ |

These services have been explained to me. I certify that all information I have given regarding income and family size is true and correct to the best of my knowledge. I understand that although I, or a member of my family, may be referred for specialty care, hospitalization or other higher level care, there is no obligation for the Provider to pay for these services. I understand that I am responsible for following the treatment prescribed by medical personnel for my family and me. I will notify **Bond Community Health Center, Inc** when one of my family members cannot keep an appointment. If I do not use these services for one year, a letter may be sent advising me of the need to re-determine my eligibility, and if I do not respond within two weeks, my name may be removed from the client list. This does not prevent me from re-enrolling as an active client in the future.

Applicant's Signature

Date

Witness' Signature

Date

Florida law requires that your health care provider or health care facility recognize your rights while you are receiving medical care and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. You may request a copy of the full text of this law from your health care provider or health care facility. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his or her individual dignity, and with protection of his or her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his or her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he or she does not speak English.
- A patient has the right to know what rules and regulations apply to his or her conduct.
- A patient has the right to be given by the health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his or her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment, whether the health care provider or health care facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonably clear and understandable, itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, handicap, or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his or her consent or refusal to participate in such experimental research.
- A patient has the right to express grievances regarding any violation of his or her rights, as stated in Florida law, through the grievance procedure of the health care provider or health care facility which served him or her and to the appropriate state licensing agency.
- A patient is responsible for providing to the health care provider, to the best of his or her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his or her health.
- A patient is responsible for reporting unexpected changes in his or her condition to the health care provider.
- A patient is responsible for reporting to the health care provider whether he or she comprehends a contemplated course of action and what is expected of him or her.
- A patient is responsible for following the treatment plan recommended by the health care provider.
- A patient is responsible for keeping appointments and, when he or she is unable to do so for any reason, for notifying the health care provider or health care facility.
- A patient is responsible for his or her actions if he or she refuses treatment or does not follow the health care provider's instructions.
- A patient is responsible for assuring that the financial obligations of his or her health care are fulfilled as promptly as possible.
- A patient is responsible for following health care facility rules and regulations affecting patient care and conduct.

LEON COUNTY
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS

LEON COUNTY PRIMARY HEALTHCARE PROGRAM
STANDARD CONTRACT

THIS CONTRACT is entered into between Leon County hereinafter referred to as the *County* and **Neighborhood Medical Center**, hereinafter referred to as the *Provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in **Attachment I**, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the County.

c. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment **NA**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

d. Not to employ unauthorized aliens. The County shall consider employment of unauthorized aliens a violation of §§274A (e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by the County.

e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the provider will cooperate with the County to facilitate the Duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the County as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

E. Monitoring by the County

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract. Following such evaluation the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

F. Indemnification

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the County and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the County is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the County. The County's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the County, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the County permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the County against such claims.
3. Leon County shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in Leon County Government, upon giving prior written notice to the provider. In the event Leon County approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of Leon County, Florida.
4. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the County in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the County any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the provider by the County. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the County. In the event that the County first discovers an overpayment has been made, the County will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the County will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of the State of Florida County of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

M. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the County.
2. The provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Leon County, Florida nor shall the provider represent to others that it has the authority to bind the County unless specifically authorized to do so.
3. Neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to county retirement or county leave benefits, or to any other compensation of county employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of Leon County, Florida.

5. Unless justified by the provider and agreed to by the County in Attachment I, the County is not responsible for services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

N. Sponsorship

If the provider is a non-governmental organization which sponsors a program financed wholly or in part by county funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and Board of County Commissioners with County Logo*. If the sponsorship reference is in written material, the words, Board of County Commissioners, Leon County and county logo shall appear in the same size letters or type as the name of the organization.

O. Final Invoice

To submit the final invoice for payment to the County no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the County will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the County.

P. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

Q. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in any way connected herewith, the Provider shall refer the discovery or invention to the County to be referred to the County of State to determine whether patent protection will be sought in the name of Leon County, Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to Leon County, Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the County. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to Leon County, Florida.
3. The Provider, without exception, shall indemnify and save harmless Leon County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. Leon County will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for Leon County, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

R. Construction or Renovation of Facilities Using County Funds

Any county funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the county a security interest in the property at least to the amount of the county funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of county funding for this purpose, the provider agrees that, if it disposes of the property before the County's interest is vacated, the provider will refund the proportionate share of the county's initial investment, as adjusted by depreciation.

S. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with Leon County Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the County's security requirements provided to it during the period of this agreement. The provider must also comply with any

applicable professional standards of practice with respect to client confidentiality.

II. The County Agrees:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount of up to \$125.00 per patient visit for Primary Care Services not to exceed a total of \$548,097, and \$80.00 per patient visit for Mental Health Services not to exceed \$100,000, and 1.0 FTE dentist not to exceed a total of \$150,000, for a total contract amount of **\$798,097**. Leon County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Invoice payment requirements do not start until a properly completed invoice is provided. The Provider agrees prior to submission of each monthly invoice to input into the County's web based reporting system all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section 3b. All invoices shall be generated through the County's web based reporting system.

III. The Provider and the County Mutually Agree:

A. Effective and Ending Dates

This contract shall begin on October 1, 2014, and shall end on September 30, 2015.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the County may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the County may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the County's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the County in a manner satisfactory to the County will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the county, been notified by the county of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the county; or (2) had a contract terminated by the county for cause.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the county budgeting process and subsequently identified in the County's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

- | | |
|--|---|
| 1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:
<u>Neighborhood Medical Center</u>
<u>438 West Brevard Street, RM 11</u> | 2. The name of the contact person and street address where financial and administrative records are maintained is:
<u>Oretha Jones, Executive Director</u>
<u>Neighborhood Medical Center</u> |
|--|---|

Tallahassee, FL 32301

438 W. Brevard Street, Tallahassee, FL 32301

3. The name, address, and telephone number of the contract manager for the County for this contract is:

Rosemary Evans, Healthcare Services Coordinator
Office of Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, Florida 32310

4. The name, address, and telephone number of the Provider's representative responsible for administration of the program under the contract is:

Oretha Jones, Executive Director
438 W. Brevard Street
Tallahassee, FL 32301 (850) 224-2469

5. Upon change of representatives (names, addresses, and telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, Attachments I & II and Exhibits 1, 2, 3, A & B contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

Provider: Neighborhood Medical Center
438 W. Brevard Street
Tallahassee, FL 32301

Signed by: _____

Name: _____

Title: _____

Date: _____

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

ATTEST:

Bob Inzer, Clerk of the Circuit Court and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

ATTACHMENT I

A. Services to be Provided

1. Definition of Terms

Program Terms

- a. **Primary Care Services.** Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient. This also includes ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- b. **Primary Care Client.** A person who has been determined to be eligible for primary care services and receives any client service funded by this contract.
- c. **Mental Health Services.** Basic diagnostic procedures and drug or other therapeutic modalities (i.e. treatment plans) ordered or provided by the mental health practitioner in the course of treating the patient.
- d. **Mental Health Client.** A person who has been determined to be eligible for mental health services and receives any client service funded by this contract.
- e. **Service Unit (Patient Visit).** Primary Care and/or Mental Health visit (throughout the contract period) per eligible enrolled client.
- f. **Adult,** is any eligible client who is 18 years of age or older.
- g. **Child,** is any eligible client who is 17 years of age or younger.

2. General Description

a. General Statement

- (1) Primary Care Services must be provided which include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- (2) The Provider will employ psychiatrists and/or ARNPs and case managers to provide appropriate mental health services that include basic diagnostic procedures and drug or other therapeutic modalities (i.e. treatment plans) ordered or provided by the practitioner in the course of treating the patient.

- (3) Case managers will assist eligible patients in accessing any third party payor for which they may be eligible, such as Medicaid and Florida Healthy Kids.
- (4) Case managers will assist eligible patients in accessing other social services needs such as food, housing and transportation.
- (5) The Provider will provide all billable services at Neighborhood Medical Center that meet the needs and requirements of the eligible patient, or Provider must arrange for the delivery of some or all of such services through one or more subcontractors.
- (6) Applicable federal, state and local laws, regulations, administrative rules, policies, and procedures must be adhered to.

b. Authority.

All services shall be provided in accordance with Chapter 64F-10, Florida Administrative Code, Primary Care Projects. Legal authority for contract and services – Sections 381.001, 381.0011, 154.01, and 154.011, F.S.

c. Scope of Service.

The Provider must provide the services as specified in section B. of this contract.

d. Major Program Goals.

The goal of the Primary Healthcare Program is to improve the health and well-being of eligible clients in the community through the delivery of primary healthcare services access to third party payers such as Medicaid or services which they may be eligible.

The goal of the Mental Health Project is to improve the health and well-being of eligible clients in the community through the delivery of integrated mental health services in the primary care setting and access to third party payers such as Medicaid or services which they may be eligible.

3. Clients Served.

a. General Description.

A Primary Care and/or Mental Health Client includes any person who is eligible to be a patient of Neighborhood Medical Center, a Leon County resident, meets the federal poverty guidelines, needs medical and/or mental health care, and has no health insurance.

b. Client Eligibility.

- (1) Eligibility for services under this contract is limited to those clients with net incomes less than 100% of the most current non-farm poverty levels established by the U.S. Office of Management and Budget. Only individuals meeting eligibility criteria shall be registered as comprehensive primary care clients.
- (2) Clients eligible under this contract are limited to those who have been verified to be Leon County residents employing the Provider's usual eligibility screening practices and procedures.
- (3) As established by Chapter 64F-10.004, Florida Administrative Code, no fees of any kind shall be charged for registered comprehensive primary care clients who are below 100% of the most current non-farm poverty levels.
- (4) Clients who are not currently receiving Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged to pursue obtaining Medicaid.
- (5) It is permissible to purge from the pool of eligible clients, during the eligibility re-determination period, those who have not sought services in one year. This action may be taken only after the client is notified, in writing, of the need to re-determine eligibility and no response occurs within one month. Documentation of this notification must be maintained in the client's file. If this policy is followed by the Provider, then a statement of the policy must be added to the client participation agreement (**Exhibit A**).

c. Client Determination.

The Provider must determine eligibility for enrollment into the Primary Healthcare Program. Eligibility, as defined in A.3., must be re-determined at least annually. A person determined ineligible has the right, however, to request re-determination of eligibility at any time if his or her income status changes.

B. Manner of Service Provision

1. Service Tasks

a. Task List

Provider must offer the following primary care services:

- (1) Ambulatory care services for children and adults consistent with acceptable medical practice and the standards of the American Academy of Pediatrics.

- (2) Preventive health services and continuing management of the healthcare needs of registered clients; including referral, when needed, for secondary or tertiary care;
- (3) Primary care services including, but not limited to, basic diagnostic procedures and drug or other therapeutic services ordered or provided by the primary care practitioner in the course of treating the patient.
- (4) Early Periodic Screening Diagnostic and Treatment Services (EPSDT), child health supervision and coordination with improved pregnancy outcome programs. Child health supervision services shall follow the periodic schedule and include the services as established by the American Academy of Pediatrics Standards of Child Health Care.
- (5) The primary care Provider must establish referral protocols with other programs to include, but not limited to, eligible clients served through Developmental Services, Department of Children and Families, Children's Medical Services and its Regional Perinatal Intensive Care Center Programs and other County Health Department programs.
- (6) Clinic services must be offered during early morning and evening hours to provide access for clients who may be unable to come to the clinic during normal hours of operation.
- (7) Twenty-four hour telephone access must be provided for all registered clients for the handling of after-hours inquiries, medical emergencies and referral services. Access includes:
 - (a) speaking directly to a health professional who can make a medical judgment as to whether a referral to the emergency room should be made;
 - (b) speaking to an answering service that will contact a health professional. The on-call health Provider must be a physician, physician assistant or an advance registered nurse practitioner.
 - (c) calling an answering machine that gives the caller the telephone number of the nearest emergency room.

Provider must offer the following mental health services:

ARNPs/Psychiatrists will

- a. provide mental health assessments
- b. assist with Patient Assistance Program (PAP) application for medications
- c. provide crisis intervention
- d. evaluate mental status
- e. evaluate medication needs
- f. maintain medication and physical history
- g. complete and maintain treatment plan

- h. perform other related duties as needed

Social Workers/Case Managers will

- i. assist clients to obtain Medicaid and/or Medicaid disability benefits
- j. evaluate services needed
- k. complete psychosocial history
- l. provide referrals to community resources
- m. assist with SSI application as needed
- n. provide crisis intervention
- o. complete a treatment plan
- p. perform other related duties as needed

(8) Client registration

Each client must sign a client participation agreement which acknowledges that the client understands the services that will be provided, the limits of the Provider's service capability and the responsibilities of the client. A sample participation agreement is provided as **Exhibit A**. Each client must also receive a copy of the Florida Patient's Bill of Rights and Responsibilities, **Exhibit B**, and a listing of the services that can be obtained through the Provider.

- (9) The Provider must deliver all of the primary care and mental health services, or it must arrange for the delivery of some or all of such services through one or more subcontractors. In addition to the primary care services which the Provider must offer to registered clients, the Provider is responsible for assisting such clients in accessing other medical and related services which are necessary for the client and the client's family's health and well-being.

b. Task Limits

Primary care funds provided through the Health Care Access Act or the Indigent Health Care Act cannot be paid to a hospital for in-patient care.

Services are limited to eligible registered clients and are limited by the number of contract dollars available.

2. Staffing Requirements

a. Staffing Levels

The Provider must maintain sufficient staff to deliver the agreed upon services. The Provider or its subcontractor will provide ARNPs and/or psychiatrists and case managers with mental health experience to provide the agreed upon services. Psychiatrists will be used as a patient's needs indicate.

b. Professional Qualifications

The Provider will maintain a personnel file for all staff provided under this contract. All physicians, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any service to primary care or mental health clients referenced in this contract must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

Professional personnel records should document training as appropriate to their individual practice. Each personnel record must also outline the current job description with minimum qualifications for that position.

c. Staffing Changes

The Healthcare Services Coordinator must be notified in writing of termination of employment of the Executive Director, Chief Executive Officer, or equivalent position within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the Contract Manager in writing within 10 days of hiring.

Other staffing changes may be made as long as the staff members continue to meet the staffing levels in 2.a. above and the professional qualifications in 2.b.

d. Subcontractors

The Provider must deliver all of the primary care services itself, or it must arrange for the delivery of some or all of such services through one or more subcontractors. All subcontractors are subject to the same conditions of this attachment. Subcontracts must be approved by the Department and will not include administrative or indirect costs as separate line items.

3. Service Location and Equipment

a. Service Delivery Location

The services listed above must be provided at the following facilities:

Neighborhood Medical Center
438 W. Brevard Street
Tallahassee, FL 32301

Richardson-Lewis Health Center
872 W. Orange Ave.
Tallahassee, FL 32310

Smith-Williams Center
2295 Pasco St.
Tallahassee, FL 32310

Cecil V. Butler Dental
604 E. 5th Avenue
Havana, FL 32333

Facilities in which the services are provided must be maintained so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.

b. Service Times for Main Location at 438 W. Brevard St., Tallahassee, FL 32301

Monday – Wednesday	8:00 a.m. to 6:00 p.m.
Thursday	8:00 a.m. to 8:00 p.m.
Friday	8:00 a.m. to 6:00 p.m.

Temporary changes in the clinic schedules (not to exceed two weeks) require a verbal or written notification to the Healthcare Services Coordinator. Permanent changes (exceeding two weeks) require a contract amendment.

Provider must notify the Healthcare Services Coordinator in writing (letter or email) when scheduling for new patient appointments exceed one hundred twenty (120) days and scheduling for an established patient appointment exceeds ninety (90) days.

c. Changes in Location

The Healthcare Services Coordinator must be notified in writing of changes in the Provider's location at least one month prior to moving. In the event of an emergency, temporary changes in location must be made to assure the continuity of the program and the safety and welfare of the clients.

d. Equipment

The Provider must use the appropriate type and quality equipment recommended by current medical standards for performance of primary care.

4. Deliverables

a. Service Units

Service units are defined as primary care or mental health visits, provided during the contract period. Multiple units may not be billed for any patient for the same date of service. Services are limited by the financial terms of this contract as stated in the Financial & Compliance Audit Attachment, part II.A of the Standard Contract, and part C.1, Attachment I.

b. Reports

- (1) **Service Reporting**
Provider must submit aggregate number of clients and services provided on the Monthly Report and Patient Service List monthly. These reports must be submitted with the monthly invoices on or before the 30th day of the following month after services have been provided.
- (2) **Monthly Reimbursement Request**
Provider must submit a Monthly Invoice to the Healthcare Services Coordinator on or before the 30th day of the following month.
The Provider is required prior to submission of each monthly invoice to input into the County's web based reporting system all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section 3b. All invoices shall be generated through the County's web based reporting system.
- (2) **Quarterly Clinical and Performance Data**
Provider must submit, no less than quarterly, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health status.
- (4) **Client Satisfaction Surveys**
All clients must receive quality medical care and be treated with dignity and respect. The Provider must distribute a client satisfaction survey no less than quarterly. The completed forms, including a summary document, will be reviewed and recorded during the scheduled monitoring visits.
- (5) **Quality Assurance Review**
The Provider must maintain an ongoing, organized program to enhance the quality of client care to identify problems and to provide a method to correct problems as referenced in Chapter 64F-10.009, Florida Administrative Code. The Provider must hold at least one QA Committee meeting during the term of this contract. Copies of the QA Committee minutes must be sent to the contract manager within 30 days of the date of the meeting. Provider may elect to conduct more frequent QA Committee meeting, in which case, copies of the minutes must be provided to the contract manager as above.
- (6) **Quarterly Progress Reports**
The provider must submit a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, and progress toward program goals.

c. **Records and Documentation**

All Health records pertaining to registered clients must conform to the requirements in Chapter 64F-10.008, Florida Administrative Code. All information contained in health records is confidential, with access governed by state and federal laws. Included in the definition of confidential information is the name, address, medical, social and financial data as well as the number and type of services received by clients of the department.

5. Performance Specifications

a. Standards Definitions

The Provider must provide the personnel sufficient to provide the patient services as described in the contract.

The Provider must provide 5585 adult primary care service visits.

The Provider must provide 1250 mental health service visits.

The Provider must achieve a satisfactory or better rating on 85 % of client satisfaction surveys.

b. Outcomes and Outputs

The benefits that will result from this contract are that the clients/patients will have ambulatory care, preventative health services, and continuing management of their health needs. As a result there will be an improved health status and better quality of life for those registered clients and the community.

The benefits of integrated mental health services are that the clients/patients will have mental health care and case management of their mental health needs. As a result there will be an improved health status and better quality of life for the clients/ patients and the community.

c. Monitoring and Evaluation Methodology

In addition to Section I.E of the Standard Contract:

- (1) The Provider will be monitored a minimum of once per year. However, the County reserves the right to perform additional monitoring reviews as deemed necessary. Monitoring will be accomplished through a review of the case files, quality assurance reviews and patient satisfaction surveys, to verify that the information in reports is accurate and that the terms of the contract are being met. Financial records, equipment and the facility will be monitored for compliance with the contract.
- (2) Provider will receive a written report of the monitoring visit within 45 business days of the visit.

- (3) If a corrective action plan is indicated, the Provider must submit to the department, in writing, plans to correct the deficiencies within 30 calendar days of receiving the department's written monitoring report. The Department may provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

d. Performance Definitions

Definitions are listed in section A.1. of this attachment.

6. Provider Responsibilities

a. Provider Unique Activities

- (1) The Provider must maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the department whenever the Provider is unable, or is going to be unable to provide the required quality or quantity of services.
- (2) Department of Children and Families shelter and foster care children: Department of Children and Families shelter and foster care children must be assured access to care by the Provider. This includes the following minimum provisions:
 - (a) Conduct an initial health care assessment on an emergency basis at the request of the assigned Department of Children and Families (DCF) Caseworker or Public Health Nurse. This assessment is to be in the form of an EPSDT child screening billed to Medicaid. A separate medical record called a Medical Passport or Child's Resource Record has been established, by DCF, and will be utilized as noted in the following paragraph D (where applicable).
 - (b) Provide ongoing health care assessment, supervision and case management for as long as the child remains in shelter or foster care in Leon County.
 - (c) Provide referral to emergency medical care for assessment or treatment. This may take the form of on-call personnel, backup health care Providers, emergency phone number or other solutions appropriate to the local situation.
 - (d) Assure that the medical diagnosis, immunizations, services provided, allergies, medications and current ongoing treatment concerning the child are documented in the Medical Passport or the Child's Resource Record. This record is to be kept with the child's caregiver and updated at each health care visit. Copies of the Medical Passport will be provided to the child's foster/shelter parents, DCF caseworker or public health nurse, upon request.

b. Coordination with other Providers and Entities

The Provider must coordinate services with other Providers and entities for the benefit of the client and within the terms of this contract with the written consent of the client. Written consent forms shall be valid for a period of one year, unless revoked by the client. The failure of other Providers to render services to the eligible client does not alleviate the contract Provider from the obligation to provide tasks or services as outlined in this contract.

7. Department Responsibilities

a. Department Obligations

The Leon County Office of Human Services and Community Partnerships has the sole responsibility to determine that the contract terms are being fulfilled according to the contract specifications.

b. Department Determinations

The Leon County Office of Human Services and Community Partnerships shall have the final authority as to the amount of funds available for this contract.

C. Method of Payment

1. This is a fixed price unit cost contract. The Department shall pay the Provider for a total amount not to exceed the amount stipulated in Section II.A, of the Standard Contract, subject to the availability of funds. Payment shall be made on a rate of up to \$125 per primary care service visit and \$80 per mental health visit and limited as specified in Section II A and Section B.5.a, of Attachment I.
2. Payment shall be made monthly upon receipt by the contract manager of an invoice that states the number of eligible clients who were provided a primary care service visit and the number of eligible clients who were provided a mental health service visit during the month. Clients must be distinguished as either children or adults.
3. Invoices for payment must be submitted to the contract manager by the 30th of the month following the month for which payment is requested. No payment will be made for any month unless all client data including but not limited to required fields in the County's web based reporting system and all client eligibility documentation as specified in Attachment I, Section 3b., has been entered into the County's web based reporting system and the department has received the required Monthly Report and Monthly Patient Service List.
4. Since services for Medicaid clients are reimbursed by Medicaid, the Provider will not be paid for any service provided to a Medicaid eligible client. Similarly, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.

D. Special Provisions

1. Grievance and Fair Hearing Procedure

The Provider must have a system through which clients may present grievances about patient care services. The Provider must advise clients of: (1) their right to appeal denial or exclusion from the program or the failure to take account of recipient's choice of service, or a complaint about the quality of service and (2) their right to a fair hearing in these respects. Notice of the Provider's action or decision and the right to appeal must be given verbally and in writing in language the client understands, at the time of the decision or action, but no later than ten days after same. Whenever an applicant or recipient requests a fair hearing the Provider must make arrangements to provide such a hearing.

The Provider must notify the Healthcare Services Coordinator each time a grievance is filed. All written complaints must be considered grievances.

2. In accordance with Florida Statute 381.026, the Florida Patient Bill of Rights and Responsibilities, **Exhibit B**, must be posted at all clinic sites.
3. Contract Renewal

This contract may be renewed annually for a term not to exceed three years or for the term of the original contract, whichever is longer. Renewals shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the department and shall be subject to the availability of funds. Any renewals shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

END OF TEXT

CLIENT PARTICIPATION AGREEMENT

This is to certify that _____
(Name of Applicant)
SSN _____ and the following member(s) of his or her family may
receive primary care medical services from **Neighborhood Medical Center** for the period
_____ through _____.

Eligible Family Members

- 1. _____ SSN _____
- 2. _____ SSN _____
- 3. _____ SSN _____
- 4. _____ SSN _____

These services have been explained to me. I certify that all information I have given regarding income and family size is true and correct to the best of my knowledge. I understand that although I, or a member of my family, may be referred for specialty care, hospitalization or other higher level care, there is no obligation for the Provider to pay for these services. I understand that I am responsible for following the treatment prescribed by medical personnel for my family and me. I will notify **Neighborhood Medical Center, Inc.** when one of my family members cannot keep an appointment. If I do not use these services for one year, a letter may be sent advising me of the need to re-determine my eligibility, and if I do not respond within two weeks, my name may be removed from the client list. This does not prevent me from re-enrolling as an active client in the future.

Applicant's Signature

Date

Witness' Signature

Date

SUMMARY OF THE FLORIDA PATIENT'S BILL OF RIGHTS AND RESPONSIBILITIES

Florida law requires that your health care provider or health care facility recognize your rights while you are receiving medical care and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. You may request a copy of the full text of this law from your health care provider or health care facility. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his or her individual dignity, and with protection of his or her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his or her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he or she does not speak English.
- A patient has the right to know what rules and regulations apply to his or her conduct.
- A patient has the right to be given by the health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his or her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment, whether the health care provider or health care facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonably clear and understandable, itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, handicap, or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his or her consent or refusal to participate in such experimental research.
- A patient has the right to express grievances regarding any violation of his or her rights, as stated in Florida law, through the grievance procedure of the health care provider or health care facility which served him or her and to the appropriate state licensing agency.
- A patient is responsible for providing to the health care provider, to the best of his or her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his or her health.
- A patient is responsible for reporting unexpected changes in his or her condition to the health care provider.
- A patient is responsible for reporting to the health care provider whether he or she comprehends a contemplated course of action and what is expected of him or her.
- A patient is responsible for following the treatment plan recommended by the health care provider.
- A patient is responsible for keeping appointments and, when he or she is unable to do so for any reason, for notifying the health care provider or health care facility.
- A patient is responsible for his or her actions if he or she refuses treatment or does not follow the health care provider's instructions.
- A patient is responsible for assuring that the financial obligations of his or her health care are fulfilled as promptly as possible.
- A patient is responsible for following health care facility rules and regulations affecting patient care and conduct.

**Leon County Case Management Contract
Office of Human Services and Community Partnerships
Primary Healthcare Program**

This Agreement dated this ____ day of October 2014, by and between LEON COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and Capital Medical Society Foundation, hereinafter referred to as the "Contractor".

WHEREAS, the Board has identified the need to further the provision of primary healthcare services to the uninsured citizens of our community; Services to include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing case management of the healthcare needs of registered clients; and

WHEREAS, the CareNet group of providers, including Neighborhood Medical Center, Bond Community Health Center, Capital Medical Society Foundation, FAMU College of Pharmacy, Tallahassee Memorial Healthcare, Capital Regional Medical Center and Leon County Health Department have provided primary and specialty healthcare services to the uninsured citizens of Leon County in a coordinated fashion for a number of years; and

WHEREAS, the Board has determined that a greater need for healthcare for the uninsured in our community exists above the current level of services offered by the CareNet partners at their current levels of funding and participation; and

WHEREAS, the Board has found it in the best interest of Leon County to dedicate funding for the expansion of the existing CareNet program to service the community's additional need for healthcare services for the uninsured; and

WHEREAS, the CareNet group of providers have agreed to work cooperatively with the Board to meet that additional community need for healthcare services for the uninsured;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1: Clients To Be Served

The Contractor hereby agrees to serve the following residents of the County with the following restrictions:

1. Eligibility for services under this contract shall be limited to those residents of Leon County with net incomes less than 150% of the most current federal poverty levels established by the U.S. Office of Management and Budget, who require specialty medical care and/or dental care, have no health insurance, and are not currently covered under any other state or federal assistance program. Clients referred from primary care are screened for eligibility to receive donated specialty medical care and/or dental care. Clients found ineligible receive short term case management to find alternate appropriate services.
2. No fees of any kind shall be charged for registered comprehensive primary care clients

who are below 150% of the most current federal poverty levels.

3. Clients who are not currently receiving Medicaid or Healthy Kids, or any other state or federal program, and who appear to meet the income and categorical eligibility requirements of Medicaid or Healthy Kids, should be strongly encouraged to pursue obtaining eligibility for those programs.
4. Clients who are enrolled in Medicaid, Medicare, Healthy Kids, or any other insurance program will not be eligible for services under this contract.
5. The Contractor will determine eligibility for enrollment in the We Care Network. Eligibility will be determined at least annually. A client shall be allowed, however, to request determination of eligibility after submitting verified confirmation of changes to his/her income.
6. The Contractor will abide by HIPAA policies and procedures established for the Primary Health Care Program as related to the processing of clients medical information.

Section 2: Services to be offered per this contract by Contractor

1. The Contractor shall provide specialty healthcare services to qualifying Leon County adult recipients. The contractual amount is based upon the following line items:

Specialty Medical Services:

RN Program Coordinator	\$39,292	
Case Manager 1		\$28,292
Case Manager 2		\$26,804
Case Manager 3	\$23,750	
Operating Expenses (recurring)		\$11,232
Patient Assistance		\$9,706
Total:		\$139,076

Dental Services:

Case Manager 4		\$20,750
Operating Expenses (recurring)		\$ 6,000
Patient Assistance		\$ 3,000
Total		\$29,750

Combined Total: \$168,826

Section 3: Staffing Requirements

a. Staffing

The Contractor must maintain sufficient staff to deliver the agreed upon services. The RN Program Coordinator must provide intensive case management to those clients deemed in need of such services. Outreach services shall be coordinated with CareNet agencies. Case managers are responsible for providing care coordination services to eligible clients

receiving specialty medical care and dental care through the program.

b. Professional Qualifications

The Contractor will maintain a personnel file for all staff provided under this contract.

All physicians, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any service to primary care or mental health clients referenced in this contract must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

Professional personnel records should document training as appropriate to their individual practice. Each personnel record must also outline the current job description with minimum qualifications for that position.

c. Staffing Changes

The Healthcare Services Coordinator must be notified in writing of termination of employment of the Executive Director or any funded position within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the Contract Manager in writing within 10 days of hiring.

Section 4: Reports to be performed by Contractor

1. The Contractor must submit a monthly invoice to the County on or before the 30th day of the month. The invoice should be sent to the following address to:

Rosemary Evans, Healthcare Services Coordinator
Leon County
Office of Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

2. The Contractor must submit the following information. For the purposes of this contract "New" Patients means those receiving first-time medical and/or dental services. "Existing" Patients means those receiving medical and/or dental care continued beyond the first encounter and reported beyond the new patient status.
3. The Contractor will provide a Client Satisfaction Survey to randomly sample a minimum of 20 medical and dental clients seen during each quarter of the contract period. Completed forms will be forwarded to the county contract manager.

4. Annually, the County will submit an annual report that provides a detailed summary of all expenditures utilizing the funds from this contract. The annual report will also comprehensively detail the amount of new patients as compared to overall patients served by the Contractor and the types of service performed in the reporting year. The report will also compare the current period against measures from previous years.

Section 5: Audits, Records, and Records Retention

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, time sheets, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by federal, state, or other personnel duly authorized by the County subject to HIPAA.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as the records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Section 6: Monitoring

The Contractor agrees:

1. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

2. Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive direction of the County; result in any one or any combination of the following: (a) the provider being deemed in breach or default of this contract; (b) the withholding of payments to the Contractor by the County; and (c) the termination of this contract for cause.

Section 7: Payment

1. Payment shall be made by the County upon receipt of valid invoice by Contractor at a monthly rate equal to no more than one twelfth (1/12) of the following total contractual amount: \$168,826. The contractual amount is based upon the following line items (for twelve months):

Specialty Medical Services:

RN Program Coordinator	\$39,292	
Case Manager 1		\$28,292
Case Manager 2		\$26,804
Case Manager 3	\$23,750	
Operating Expenses (recurring)		\$11,232
Patient Assistance		\$9,706
Total:		\$139,076

Dental Services:

Case Manager 4		\$20,750
Operating Expenses (recurring)		\$ 6,000
Patient Assistance		\$ 3,000
Total		\$29,750

Combined Total: \$168,826

2. The payment shall be made by the County within 30 days of receipt and approval by the County of a monthly invoice.
3. The monthly invoice is to be completed and submitted by the Contractor to the County. The Contractor agrees prior to submission of each monthly invoice to input into the County's web based reporting system all client data, including but not limited to the required fields and all client eligibility documentation as specified in aforementioned Section 1. No payment will be made for any month unless all required client data and documentation has been entered into the web based reporting system.

Section 8: Term

The length of this contract shall be for a term of twelve months beginning on October 1, 2014 and

ending on September 30, 2015.

Section 9: Indemnity

The Contractor shall to indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

Section 10: Termination

1. The County may terminate this contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the Contractor.
2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the contractor or due to the discovery of noncompliance with any item detailed within the sections of this contract.

Section 11: Notices

All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to the Capital Medical Society: Pam Wilson, Executive Director
Capital Medical Society Foundation
1204 Miccosukee Road
Tallahassee, FL 32308

Notice to the COUNTY: Candice M. Wilson, Director
Leon County
Office of Human Services and
Community Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

Section 12: Revisions

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if revision of any applicable laws or regulations makes changes in this contract necessary.

Section 13: Construction

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

Section 14: Budget

The performance of Leon County of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this agreement for the current and any future periods provided for within the budget allocations for the current fiscal year.

Section 15: Status

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

Section 16: Assignments

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

Section 17: Public Entity Crimes Statement

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his/her affiliates shall provide the County with a completed public entity crime statement form no later than January 15th of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

Section 18: Contractors Responsibility

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's

obligations under this agreement.

WHEREFORE, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

CAPITAL MEDICAL SOCIETY FOUNDATION

LEON COUNTY, FLORIDA

BY: _____
Pam Wilson
Executive Director

BY: _____
Vincent S. Long
County Administrator

Date: _____

Witness: _____

Witness: _____

ATTEST:
Bob Inzer, Clerk of the Circuit Court
and Comptroller
Leon County, Florida

Approved as to Form:
Leon County Attorney's Office

BY: _____

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney

Leon County Office of Human Services and Community Partnerships
Primary Healthcare Program
Pharmaceutical Care Contract with Florida A&M University College of
Pharmacy and Pharmaceutical Sciences

This Agreement dated this _____ day of October 2014, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Florida Agricultural and Mechanical University acting for and on behalf of the FAMU Board of Trustees a public corporation of the State of Florida, hereinafter referred to as the "College" or "Contractor."

WHEREAS, the College and County share a common mission to provide the highest quality of pharmaceutical services and care to its patients, and;

WHEREAS, College and County agree that it would be in their mutual interest to expand its current level of pharmaceutical services and unify all pharmaceutical operations for all uninsured Leon County residents at the 872 W. Orange Ave site and the 438 W. Brevard Street site; and

WHEREAS, the Board has determined that a greater need for unified pharmaceutical care for the uninsured in our community exists above the current level of services offered at the individual sites at their current levels of funding and participation; and

WHEREAS, the Board has found it in the best interest of Leon County to dedicate funding for the expansion of unified pharmaceutical care and operations for pharmaceutical services for the uninsured; and

WHEREAS, the College has agreed to work cooperatively with the Board to meet that additional community need for unified pharmaceutical services for the uninsured;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1: Plan of Operations

The objective of the Unified Pharmaceutical Plan is to operate several community pharmacies to provide pharmaceutical services for Leon County's uninsured. Under the administration of the FAMU College of Pharmacy, the Unified Pharmaceutical Plan will include:

1. The FAMU Health Department Pharmacy located at the 872 W. Orange Avenue. The patients of the Richardson-Lewis Health Center will continue to receive the same level of pharmaceutical services that they are currently receiving but services will be expanded to serve all patients of the health center. Hours of operation will be Monday through Friday 8:00am – 1:00pm and 2pm – 5pm. Any hours of operation requested outside of these hours will be provided at the health center's expense.
2. The FAMU Health Department Pharmacy located at the Neighborhood Medical Center (NMC) at 438 W. Brevard Street. Patients of Neighborhood Medical Center will continue to receive the

same level of pharmaceutical services that they are currently receiving. The College of Pharmacy will assume the administrative and operational duties of the pharmacy. Administrative services will include staffing, formulary management, etc. Hours of operation will be Monday through Friday 8am – 1:00pm and 2pm – 5pm. Any hours of operation requested outside of these hours will be provided at the health center’s expense.

All pharmacy locations will be electronically linked with secure technology to access the pharmacy software program, a pharmacy database located on a central server, currently housed at 438 W. Brevard 872 West Orange Avenue. This existing equipment is used by the FAMU Health Department Pharmacy located at the 872 West Orange Avenue and the FAMU Pharmacy located at 438 W. Brevard Street. The network will be compliant with all HIPAA regulations.

The College of Pharmacy will manage the day-to-day operations of each pharmacy location and relieve each clinic site of pharmacy management responsibilities and provide professional consultation in the development of overall pharmacy management, clinical services, and program evaluation. The College of Pharmacy will provide the expertise to ensure proper Florida licensing for pharmacy practice, adherence to all Florida Statutes governing the profession of pharmacy and development of clinical pharmacy programs.

Section 2: Scope of Services

The purpose of the expansion of services will be to provide unified pharmaceutical services to all uninsured patients of Leon County. Services provided by the College of Pharmacy will include:

- A. Coordinate and unify pharmacy services for indigent patients at the Richardson-Lewis Health Center, Neighborhood Medical Center, and the two local hospitals.
- B. Development of policies and procedures for pharmaceutical services from each primary care site.
- C. Development of a community wide generic formulary for distribution to health care providers of the uninsured.
- D. Coordinated Patient Assistance Programs (PAP) for uninsured residents of Leon County at Neighborhood Medical Center and Richardson-Lewis Health Center.
- E. Filling/dispensing prescription and OTC medications.
- F. Counseling services including Drug Utilization Review interventions and patient drug monitoring.
- G. Provide patient education seminars for specific disease state management to better control patient medical conditions.
- H. Track medications dispensed for Leon County patients.
- I. Generating reports requested by Leon County for facilitation and accountability of pharmaceutical services in the county.
- J. Conduct outcomes research and utilization studies to assess therapeutic outcomes.
- K. Implement the Diabetes Education and Empowerment Program (DEEP) to reduce hospitalizations and delay development of serious morbidity and mortality of uninsured patients with diabetes.

All revenues generated by the unified pharmaceutical program through the provision of services listed above will be placed back into the unified program for the purchase of medications,

equipment, supplies, or any other expenditures deemed necessary by the College of Pharmacy and approved in writing by Leon County.

Section 3: Reports to be performed by Contractor

1. The Contractor must submit a monthly invoice (Exhibit A) to the County on or before the 30th day of the month to the following:

Rosemary Evans
Leon County Office of Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, Florida 32310

2. The Contractor must submit required data for each site as designated in the monthly and quarterly invoice. This data shall at a minimum contain the following information:
 - a) Total number of prescriptions filled per month
 - b) Number of prescriptions filled for Leon County residents
 - c) Retail value of prescriptions filled per month for Leon County residents
 - d) Monthly number of Patient Assistance Program medications received by Leon County Residents
 - e) Retail Value of Patient Assistance Program medications received by Leon County Residents
3. The Contractor must submit a Quarterly Progress Report that is to include the total number of prescriptions filled, the number of patient assistance medications received and the retail value of the medications, performance/clinical outcomes, and a summary of expenditures for medications and salary expenses, respectively, as documented during the respective quarter.
4. The Contractor must submit a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, and progress toward program goals. The Quarterly Progress Report is to be submitted with the monthly invoice for the months of March, June and September. The quarterly report must be attached to the respective monthly invoice in order for the County to proceed with invoice processing and payment, unless otherwise specified by the Board.
5. Annually, the County will submit a final report that provides a detailed summary of all expenditures made utilizing the funds from this contract. This annual report will also comprehensively detail the amount of new patients as compared to overall patients served by the provider and the types of service performed during the reporting year. The report will also compare the current period against measures from previous years.

Section 4: Audits, Records, and Records Retention

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by

the County under this contract.

2. To retain all client records, financial records, time sheets, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Any contracts or other agreements entered into by Florida A & M University or the Florida A & M University Pharmacy as related to the Diabetes Education and Empowerment Program or unified pharmaceutical services must be provided to Leon County within ten (10) days of entering into the subject agreement.

Section 5: Monitoring

The Contractor agrees:

1. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.
2. Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, after consultation with the College, result in any one or any combination of the following: (a) the College being deemed in breach or default of this contract; (b) the withholding of payments to the Contractor by the County; and (c) the termination of this contract for cause.

Section 6: Payment

1. Payment shall be made by the County upon receipt of valid invoice by Contractor at a monthly

rate equal to no more than one twelfth (1/12) of the total contractual amount of \$244,500. The contractual amount is based upon the following line items (for twelve months):

Pharmaceutical Care Services:

<u>Richardson-Lewis Health Center Site 872 W. Orange Avenue</u>	
Pharmacy Software	\$2,929
Site Total	\$2,929

<u>Neighborhood Medical Center (NMC) Site 438 W. Brevard Street</u>	
1.0 FTE RX Manager	\$ 80,000
Rx Fringe Benefits	\$23,200
1.0 FTE Pharmacy Technician	\$ 27,000
1.0 FTE Pharmacy Technician	\$ 32,000
MedData Services	\$3,300
Pharmacy Software	\$2,929
Equipment and Supplies (Both Sites)	\$6,142
Site Total	\$174,571

Diabetes Education and Empowerment Program: \$67,000

CONTRACT TOTAL: \$244,500

2. The payment shall be made by the County within 30 days of receipt and approval by the County of a monthly invoice. The monthly invoice is to be completed and submitted by the Contractor to the County.
3. No line item (as identified in paragraph 1 above) payment shall be made until such time as the staff members identified in Section 6 of this contract are hired by the Contractor or County authorized Subcontractor. Similarly, no payment shall be made if the required monthly reports, as delineated in Section 3 of this contract, are not attached to the monthly invoice appropriately.

Section 7: Time

The length of this contract shall be for a term of twelve months beginning on October 1, 2014 and ending on September 30, 2015.

Section 8: Hold Harmless

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee, in a manner consistent with section 768.28, Florida Statutes..

Section 10: Termination

1. Either party may terminate this contract with or without cause, by giving the other party sixty (60) days written notice of termination. The County shall not be required to give the Contractor such sixty (60) day written notice if, after meeting with the Contractor, the

Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the Contractor.

2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the provider or due to the discovery of noncompliance with any item detailed within the sections of this contract.
3. In the event of termination for any reason, County shall compensate College for services provided up to the effective date of the termination.

Section 11: Revisions

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if revision of any applicable laws or regulations makes changes in this contract necessary.

Section 12: Construction

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

Section 13: Budget

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the renewal of the contract.

Section 14: Status

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

Section 15: Assignments

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

Section 16: Public Entity Crimes Statement

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor its affiliates has been convicted of a public entity crime. Contractor and its affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

Section 17: Contractor's Responsibility

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

Section 18: Waiver

Waiver by either party of any breach is not to be deemed a waiver of subsequent breach of the same or any other covenant

Section 19: Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an Administrative Law Judge in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the contract goes to the whole of the contract, the contract is unenforceable.

Section 20: Notices

All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to the COLLEGE:

Michael Thompson, Pharm.D.
Dean and Professor
Florida A&M University
College of Pharmacy and Pharmaceutical Sciences
Tallahassee, Florida 32307

Notice to the COUNTY:

Candice M. Wilson, Director
Leon County
Office of Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

ATTEST:
Bob Inzer, Clerk of the Circuit Court
and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

Rodner Wright, AIA
Interim Provost, Florida A&M University

Date

Michael D. Thompson, PharmD
Dean, College of Pharmacy
and Pharmaceutical Sciences

Date

Jim Jacoby
Risk Management and Insurance

Date

APPROVED AS TO FORM, BUT LEGALITY
SUBJECT TO EXECUTION BY ALL PARTIES.
OFFICE OF THE GENERAL COUNSEL.

BY: _____
Shira R. Thomas
Deputy General Counsel

Date

LEON COUNTY
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS

LEON COUNTY PRIMARY HEALTHCARE PROGRAM
STANDARD CONTRACT

THIS CONTRACT is entered into between Leon County hereinafter referred to as the *County* and **Apalachee Center, Inc.**, hereinafter referred to as the *Provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in **Attachment I**, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the County.
- c. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment NA. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- d. Not to employ unauthorized aliens. The County shall consider employment of unauthorized aliens a violation of §§274A (e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by the County.
- e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the provider will cooperate with the County to facilitate the Duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the County as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

E. Monitoring by the County

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract. Following such evaluation the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

F. Indemnification

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the County and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the County is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the County. The County's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the County, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the County permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the County against such claims.
3. Leon County shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in Leon County Government, upon giving prior written notice to the provider. In the event Leon County approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of Leon County, Florida.
4. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the County in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the County any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the provider by the County. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the County. In the event that the County first discovers an overpayment has been made, the County will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the County will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of the State of Florida County of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

M. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the County.
2. The provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Leon County, Florida nor shall the provider represent to others that it has the authority to bind the County unless specifically authorized to do so.
3. Neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to county retirement or county leave benefits, or to any other compensation of county employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of Leon County, Florida.
5. Unless justified by the provider and agreed to by the County in Attachment I, the County is not responsible for services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

N. Sponsorship

If the provider is a non-governmental organization which sponsors a program financed wholly or in part by county funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and Board of County Commissioners with County Logo*. If the sponsorship reference is in written material, the words, Board of County Commissioners, Leon County and county logo shall appear in the same size letters or type as the name of the organization.

O. Final Invoice

To submit the final invoice for payment to the County no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the County will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the County.

P. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

Q. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the County to be referred to the County of State to determine whether patent protection will be sought in the name of Leon County, Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to Leon County, Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the County. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to Leon County, Florida.
3. The provider, without exception, shall indemnify and save harmless Leon County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. Leon County will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for Leon County, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

R. Construction or Renovation of Facilities Using County Funds

Any county funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the county a security interest in the property at least to the amount of the county funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of county funding for this purpose, the provider agrees that, if it disposes of the property before the County's interest is vacated, the provider will refund the proportionate share of the county's initial investment, as adjusted by depreciation.

S. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with Leon County Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the County's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. The County Agrees:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed a total of **\$157,671**, subject to the availability of funds. Leon County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Invoice payment requirements do not start until a properly completed invoice is provided. The Provider agrees prior to submission of each monthly invoice to input into the County's web based reporting system all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section 3b. All invoices shall be generated through the County's web based reporting system.

III. The Provider and the County Mutually Agree

A. Effective and Ending Dates

This contract shall begin on October 1, 2014, and shall end on September 30, 2015.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the County may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the County may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the County's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the County in a manner satisfactory to the County will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the county, been notified by the county of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the county; or (2) had a contract terminated by the county for cause.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the county budgeting process and subsequently identified in the County's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

- | | |
|--|--|
| 1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:
<u>Apalachee Center, Inc.</u>
<u>2634 Capital Circle NE</u>
<u>Tallahassee, Florida 32308</u> | 2. The name of the contact person and street address where financial and administrative records are maintained is:
<u>Jay Reeve, PhD., President and CEO</u>
<u>Apalachee Center, Inc.</u>
<u>2634 Capital Circle NE</u>
<u>Tallahassee, Florida 32308</u> |
|--|--|

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:
Jay Reeve, PhD., President and CEO
2634 Capital Circle NE
Tallahassee, FL 32308 (850) 523-3213

3. The name, address, and telephone number of the contract manager for the County for this contract is:
Rosemary Evans, Healthcare Services Coordinator
Office of Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, Florida 32310

5. Upon change of representatives (names, addresses, and telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, Attachments I & II and Exhibits 1, 2, & A contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

Provider: **Apalachee Center, Inc.**
2634 Capital Circle NE
Tallahassee, FL 32308
Federal EID# _____

ATTEST:

APALACHEE CENTER, INC.

BY: _____
Virginia Kelly
Chief Financial Officer

BY: _____
Jay Reeve, PhD, President
Chief Executive Officer

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

ATTEST:

Bob Inzer, Clerk of the Circuit Court
and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:

Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

ATTACHMENT I

A. Services to be Provided.

1. Definition of Terms.

Program Terms.

- a. **Mental Health Services.** Basic diagnostic procedures and drug or other therapeutic modalities (i.e., treatment plans) ordered or provided by the mental health practitioner in the course of treating the patient.
- b. **Mental Health Client.** A person who has been determined to be eligible for mental health services and receives any client service funded by this contract.
- c. Service Unit (Patient Visit). Mental Health visit (throughout the contract period) per eligible enrolled client.
- d. Adult, is any eligible client who is 18 years of age or older.
- e. Child, is any eligible client who is 17 years of age or younger.

2. General Description.

a. General Statement.

- (1) This project will employ psychiatrists and/or ARNPs and case managers to provide appropriate mental health services that include basic diagnostic procedures and drug or other therapeutic modalities (i.e., treatment plans) ordered or provided by the practitioner in the course of treating the patient.
- (2) Case managers will help eligible patients access any third party payer for which they might be eligible, such as Medicaid. Case managers will also help the patients access various available and needed services such as food, housing, and transportation.
- (3) The provider will also provide billable services at Apalachee Center, Inc. that meet the needs and requirements of the eligible patients.
- (4) The provider will refer those eligible patients, who do not already have a medical home, to Bond Community Health Center or Neighborhood Health Services for primary care services.

(5) Applicable federal, state, and local laws, regulations, administrative rules, policies, and procedures must be followed.

b. Authority.

Legal authority for contract and services – Sections 381.001, 381.0011, 154.01, and 154.011, F.S.

c. Scope of Service.

The Provider must provide the services as specified in section B.5.a of this contract.

d. Major Program Goals.

The goal of the Leon County Mental Health Project is to improve the health and well-being of eligible clients in the community through the delivery of mental health services and access to third party payers such as Medicaid.

3. Clients Served.

a. General Description.

A Mental Health Project client includes any person who is eligible to be a patient of Bond Community Health Center, Neighborhood Medical Center, Apalachee Center, or the Leon County Health Department; and needs mental health services; and is indigent; and has no health insurance.

b. Client Eligibility.

(1) Eligibility for services under this contract is limited to those clients with net incomes less than 100% of the most current non-farm poverty levels established by the U.S. Office of Management and Budget. Only individuals meeting eligibility criteria shall be registered as comprehensive mental health clients.

(2) Clients eligible under this contract are limited to those who have been verified to be Leon County residents employing the Provider's usual eligibility screening practices and procedures.

(3) As established by Chapter 64F-10.004, Florida Administrative Code, no fees of any kind shall be charged for registered comprehensive primary care clients who are below 100% of the most current non-farm poverty levels.

- (4) Clients who are not currently receiving Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged to pursue obtaining Medicaid.
- (5) It is permissible to purge from the pool of eligible clients, during the eligibility re-determination period, those who have not sought services in one year. This action may be taken only after the client is notified, in writing, of the need to re-determine eligibility and no response occurs within one month. Documentation of this notification must be maintained in the client's file. If this policy is followed by the Provider, then a statement of the policy must be added to the Client Participation Agreement (Exhibit A).

c. Client Determination.

The Provider must determine eligibility for enrollment into the Primary Healthcare Program. Eligibility, as defined in A.3., must be re-determined at least annually. A person determined ineligible has the right, however, to request re-determination of eligibility at any time if his or her income status changes.

B. Manner of Service Provision.

1. Service Tasks.

a. Task List.

- (1) ARNPs/Psychiatrists will
 - (a) provide mental health assessments
 - (b) assist with Patient Assistance Program application for medications
 - (c) provide crisis intervention
 - (d) evaluate mental status
 - (e) evaluate medication needs
 - (f) maintain medication and physical history
 - (g) complete and maintain a treatment plan
 - (h) perform other related duties as needed
- (2) Social Workers/Case managers will
 - (a) assist clients to obtain Medicaid and/or Medicaid disability benefits
 - (b) evaluate services needed
 - (c) complete psychosocial history
 - (d) provide referrals to community resources
 - (e) assist with SSI application as needed

- (f) provide crisis intervention
- (g) complete a treatment plan
- (h) perform other related duties as needed

b. Task Limits.

Services are limited to eligible clients and are limited by the number of contract dollars available.

2. Staffing Requirements.

a. Staffing Levels.

The Provider will provide ARNPs and/or psychiatrists and case managers with mental health experience to provide the agreed upon services. Psychiatrists will be used as a patient's needs indicate.

b. Professional Qualifications.

- (1) The Provider will maintain a personnel file for all staff provided under this contract.
- (2) ARNPs and psychiatrists must have a current license or certification to practice in the State of Florida, as required by law or rule.
- (3) Case managers will hold a bachelor's degree and have at least one year of experience providing mental health services.
- (4) The health care professionals must practice according to the constraints of their individual practice acts and protocols.
- (5) Professional personnel records should document training as appropriate to their individual practice. Each personnel record must also outline the current job description with minimum qualifications for that position.

c. Staffing Changes.

Staffing changes may be made as long as the staff members continue to meet the staffing levels in 2.a. above and the professional qualifications in 2.b. above.

3. Service Location and Equipment.

a. Service Delivery Location.

The services listed above will be provided at the following facility:

Apalachee Center, Inc.
2634 Capital Circle N.E.
Tallahassee, FL 32308

Renaissance Community Center
457 Virginia Street
Tallahassee, Florida 32301

b. Service Times.

The provider staff will work up to a 40 hour week (M-F, 8-5). After-regular-hours services may be scheduled based upon a specific need.

4. Deliverables.

a. Service Units.

Service units are defined as mental health visits, provided during the contract period. Multiple units may not be billed for any patient for the same date of service. Services are limited by the financial terms of this contract as stated in the Financial & Compliance Audit Attachment, part II.A of the Standard Contract, and part C.1, Attachment I.

b. Reports.

(1) Service Reporting

Provider must submit aggregate number of clients and services provided on the Monthly Report and Patient Service List monthly. These reports must be submitted with the monthly invoices on or before the 30th day of the following month after services have been provided.

(2) Monthly Reimbursement Request

Provider must submit a Monthly Invoice to the Healthcare Services Coordinator on or before the 30th day of the following month. The Provider is required prior to submission of each monthly invoice to input into the County's web based reporting system all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section 3b. All invoices shall be generated through the County's web based reporting system.

(3) Quarterly Clinical and Performance Data

Provider must submit, no less than quarterly, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.

(4) Client Satisfaction Surveys All clients must receive quality medical care and be treated with dignity and respect. The Provider must distribute/administer Client

Satisfaction Surveys regularly during the term of the contract. The completed forms, including a summary document, will be reviewed and recorded during the scheduled monitoring visit(s).

(5) Quarterly Progress Reports

The provider must submit a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, and progress toward program goals.

c. Records and Documentation.

All Health records pertaining to registered clients must conform to the requirements in Chapter 64F-10.008, Florida Administrative Code. All information contained in health records is confidential, with access governed by state and federal laws. Included in the definition of confidential information is the name, address, social security number, medical, social and financial data as well as the number and type of services received by clients of the department.

5. Performance Specifications.

a. Standards Definitions.

The Provider must provide the personnel sufficient to provide the patient services as described in this contract.

The Provider must provide 1971 mental health service visits.

The Provider must achieve a satisfactory or better rating of 85% of client satisfaction surveys.

b. Outcomes and Outputs.

The benefits that will result from this contract are that the clients will have mental health care and case management of their mental health needs. As a result there will be an improved health status and better quality of life for those clients and the community.

c. Monitoring and Evaluation Methodology

In addition to Section I.E of the Standard Contract:

(1) The Provider will be monitored a minimum of once per year. However, the County reserves the right to perform additional monitoring reviews as deemed necessary. Monitoring will be accomplished through a review of the case files, quality assurance reviews and patient satisfaction surveys, to verify that the information in

reports is accurate and that the terms of the contract are being met. Financial records, equipment and the facility will be monitored for compliance with the contract.

- (2) Provider will receive a written report of the monitoring visit within 45 business days of the visit.
- (3) If a corrective action plan is indicated, the Provider must submit to the department, in writing, plans to correct the deficiencies within 30 calendar days of receiving the department's written monitoring report. The Department may provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

d. Performance Definitions.

Definitions are listed in section A.1. of this attachment.

6. Provider Responsibilities.a. The Provider must maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the department whenever the Provider is unable, or is going to be unable to provide the required quality or quantity of services.

- b. Coordination with other Providers and Entities
The Provider must coordinate services with other Providers and entities for the benefit of the client and within the terms of this contract with the written consent of the client. Written consent forms shall be valid for a period of one year, unless revoked by the client. The failure of other Providers to render services to the eligible client does not alleviate the contract Provider from the obligation to provide tasks or services as outlined in this contract.

7. Department Responsibilities.

- a. Department Obligations.

Leon County Office of Human Services and Community Partnerships has the sole responsibility to determine that the contract terms are being fulfilled according to the contract specifications.

- b. Department Determinations.

The Leon County Office of Human Services and Community Partnerships shall have the

final authority as to the amount of funds available for this contract.

C. Method of Payment.

This is a fixed price unit cost contract. The Department shall pay the Provider for a total amount not to exceed the amount stipulated in Section II.A, of the Standard Contract, subject to the availability of funds. Payment shall be made according to the service units listed in A.1.c.

1. Payment shall be made on a rate of up to \$80 per mental health visit and limited as specified in Section II A and Section B.5.a, of Attachment I.
2. Payment shall be made monthly upon receipt by the contract manager of an invoice that states the number of eligible clients who were provided a mental health service visit during the month. Clients must be distinguished as either children or adults.
3. Invoices for payment must be submitted to the contract manager by the 30th of the month following the month for which payment is requested. No payment will be made for any month unless all client data including but not limited to required fields in the County's web based reporting system and all client eligibility documentation as specified in Attachment I, Section 3b., has been entered into the web based reporting system and the department has received the required Monthly Report and Monthly Patient Service List.

D. Special Provisions.

1. **Grievance and Fair Hearing Procedure.**
The Provider must have a system through which clients may present grievances about patient care services. The Provider must advise clients of: (1) their right to appeal denial or exclusion from the program or the failure to take account of recipient's choice of service, or a complaint about the quality of service and (2) their right to a fair hearing in these respects. Notice of the provider's action or decision and the right to appeal must be given verbally and in writing in language the client understands, at the time of the decision or action, but no later than 10 days after same. Whenever an applicant or recipient requests a fair hearing, the Provider must make arrangements to provide such a hearing.
The Provider must notify the Healthcare Services Coordinator each time a grievance is filed. All written complaints must be considered grievances.
2. In accordance with Florida Statute 381.026, the ***Florida Patient's Bill of Rights and Responsibilities*** must be observed and posted at each health care facility and treatment site.
3. **Contract Renewal.**
This contract may be renewed annually for a term not to exceed three years or for the term of the original contract, whichever is longer. Renewals shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewals shall be in writing and shall be subject to the

same terms and conditions as set forth in the initial contract.

END OF TEXT

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

This attachment is applicable if the provider is any state or local government entity, nonprofit organization or for profit organization. An audit performed by Leon County shall satisfy the requirements of this attachment. If the provider does not meet any of the requirements below, no audit is required by the attachment. The administration of funds awarded by Leon County to the provider may be subject to audits and monitoring by the department as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department H staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the department to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Leon County, FL.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted

within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: COUNTY FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly : Leon County, Health and Human Services Division, Primary Healthcare Program and to each of the following:

- A. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- B. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised and required by Part I of this attachment (in correspondence accompanying the audit report, indicated the date that the provider received the audit report) copies of the reporting package described in Section .320 (c) OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this attachment must be sent to the department at each of the following addresses:

Leon County Office of
Human Services and Community Partnerships
Primary Healthcare Program
918 Railroad Avenue
Tallahassee, Florida 32310

The contract manager for this contract is listed in the Standard Contract

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

Leon County
Department of Finance
315 S. Calhoun St. Room #450
Tallahassee, FL 32302

4. Any reports, management letter, or other information required to be submitted within 45 days after delivery of the audit report but no later than 12 months of the provider's fiscal year end (or as otherwise allowed by Florida Statutes) for Local Government Entities or whichever occurs first. Non-Profit and For-Profit Organizations are required to be submitted within 45 days after delivery of the audit report but no later than 9 months of the provider's fiscal year end (or as otherwise allowed by Florida Statutes) Other submissions should be timely in accordance with OMB Circular A-133 or Florida Statutes as applicable.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued or until resolution of audit findings or litigation related to the terms and conditions of the contract and shall allow the Department or its designee access to such records upon request. The provider shall ensure that audit working papers are made available to the department upon request. The provider shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of five years from the date the audit report is issued, unless extended in writing by the department.

End of Text

EXHIBIT – 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program 1 _____ CFDA# _____ Title _____ \$ NA _____

Federal Program 2 _____ CFDA# _____ Title _____ \$ NA _____

TOTAL FEDERAL AWARDS \$ NA

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching resources for federal program(s) _____ CFDA# _____ Title _____ \$ NA _____

State financial assistance subject to Sec. 215.97, F.S.: CSFA# _____ Title _____ \$ NA _____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$ NA

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.
 Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- OMB Circular A-87 – Cost Principles*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- OMB Circular A-122 – Cost Principles*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- OMB Circular A-21 – Cost Principles*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

END OF TEXT

INSTRUCTIONS FOR COMPLETING EXHIBITS 1& 2

FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF:

NOTE: If the resources awarded to the subrecipient represent more than one Federal program, provide the same information shown above for each Federal program and show total Federal resources awarded.

Federal Program (*List Federal agency, Catalog of Federal Domestic Assistance title and number, and the amount of the Federal award.*)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Note: If the resources awarded to the subrecipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below:

Federal Program 1:

NOTE: Instead of listing the specific compliance requirements as shown below, the State agency may elect to use language that requires the subrecipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the subrecipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of resources).*

Federal Program 2:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Program 1.

#####

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching Resources for Federal Programs:

Note: If the resources to the subrecipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (*List Federal agency, Catalog of Federal Domestic Assistance title, number and matching amount*)

State Financial Assistance Subject to Section 215.97, Florida Statutes:

Note: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total State financial assistance awarded that is subject to Section 215.97, Florida Statutes..

State Project (*List State awarding agency, Catalog of State Financial Assistance title, number and amount of state financial assistance.*)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of Health for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal funds, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient/subrecipient.

#####

AUDIT RELATIONSHIP DETERMINATION:

For Federal awards or state matching funds on Federal awards, complete the Federal Subrecipient and Vendor Determination Checklist to determine whether the provider is a subrecipient or vendor/exempt entity.

For State resources (other than state matching funds on Federal awards), complete the Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination to determine whether the provider is a recipient or vendor/exempt entity.

NOTE: If provider has been determined to be a vendor/exempt entity, do not complete any of the information in Section 1 or 2 of Exhibit 1. However, you must complete Exhibit 2.

CLIENT PARTICIPATION AGREEMENT

This is to certify that _____
(Name of Applicant)
SSN _____ and the following member(s) of his or her family may
receive mental health services from **Apalachee Center, Inc.** for the period
_____ through _____.

Eligible Family Members

1. _____ SSN _____
2. _____ SSN _____
3. _____ SSN _____
4. _____ SSN _____

These services have been explained to me. I certify that all information I have given regarding income and family size is true and correct to the best of my knowledge. I understand that although I, or a member of my family, may be referred for specialty care, hospitalization or other higher level care, there is no obligation for the Provider to pay for these services. I understand that I am responsible for following the treatment prescribed by personnel for my family and me. I will notify **Apalachee Center, Inc.** when one of my family members cannot keep an appointment. If I do not use these services for one year, a letter may be sent advising me of the need to re-determine my eligibility, and if I do not respond within two weeks, my name may be removed from the client list. This does not prevent me from re-enrolling as an active client in the future.

Applicant's Signature

Date

Witness' Signature

Date

DOH \$7.2 Million Alternative LIP Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) made and entered into in duplicate on the _____ day of _____ 2014, by and between Leon County (the County) and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2014-2015, passed by the 2014 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of \$202,200.
 - a. The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large.
 - b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:
 - i. Medicaid LIP payments to hospitals in the approved appropriations categories.
 - ii. Medicaid LIP payments to Federally Qualified Health Centers.
 - iii. Medicaid LIP payments to County Health Departments
 - iv. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.
2. The County will pay the State an amount not to exceed the grand total amount of \$202,200. The County will transfer payments to the State in the following manner:
 - a. The first quarterly payment of \$50,550 for the months of July, August, and September is due upon notification by the Agency.
 - b. Each successive payment of \$50,550 is due as follows, November 30, 2014, March 31, 2015 and May 25, 2015.
 - c. The State will bill the County when each quarterly payment is due.
3. Attached is the LIP schedule reflecting the anticipated annual distributions for State Fiscal Year 2014-2015.
4. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this LOA. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.
5. The County and the State agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.

6. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
7. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2014 through June 30, 2015 and shall be terminated June 30, 2015.

DOH \$7.2 Million Alternative LIP Local Intergovernmental Transfers (IGTs)	
State Fiscal Year 2014-2015	
Total Funding	\$202,200

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this LOA on the day and year above first written.

Leon County

State of Florida

Signature

Stacey Lampkin
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

Name

Title

**Leon County
Board of County Commissioners**


Notes for Agenda Item #19

Leon County Board of County Commissioners

Cover Sheet for Agenda #19

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Support of Buck Lake Alliance's Pursuit to Purchase the 373 Acres of the Fallschase Residential Property and the County's Commitment to Serve as the Land Manager

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director of Public Works and Community Development Wayne Tedder, AICP, Director of P.L.A.C.E. David McDevitt, Director of Development Support and Environmental Management
Lead Staff/ Project Team:	Leigh Davis, Director of Parks and Recreation Scott Brockmeier, Development Services Administrator & Development Support Project Manager Autumn Calder, Blueprint 2000 Senior Planner

Fiscal Impact:

This item has a fiscal impact. All costs associated with the County serving as the land manager would have to be incorporated into future operating and capital improvement budgets. It is projected to cost \$268,910 annually to serve as the land manager.

Staff Recommendation:

Board direction.

Report and Discussion

Background:

In June 2014, a representative of the Buck Lake Alliance (the Alliance), Zoe Kulakowski, contacted County staff to solicit support for a grant to purchase the Fallschase residential property (373 acres) (Attachment #1). At that time, the Alliance was pursuing two paths for funding, the "Acres for America" Grant through the National Fish and Wildlife Foundation (NFWF) and application to be added to the Florida Forever priority list through the Florida Department of Environmental Protection's (FDEP) Division of State Lands. In July 2014, the County Administrator prepared a letter supporting the opportunity to work with the Alliance to explore alternatives for the Fallschase property, which, in part, stated that if the acquisition were successful, the staff would prepare an analysis for the Board regarding the possibility of becoming the land manager for the site (Attachment #2).

Since that time, the Alliance has approached Blueprint 2000 as a third possible funding source for acquisition. The representative inquired if Blueprint could evaluate providing the match that would be required for the Florida Forever funds. Procedurally, in order for a Blueprint funding match to be provided, the Intergovernmental Agency (IA) would need to authorize the Intergovernmental Management Committee (IMC) to negotiate and enter into a purchase agreement. The next regularly scheduled IA meeting is March 9, 2015.

On July 10, 2014, the County Administrator was notified that the Alliance's NFWF grant proposal had not been selected for this cycle, and that the first presentation for Florida Forever dollars was to be heard by the Acquisition and Restoration Council (ARC) on August 15, 2014 (Attachment #3). At the August 15, 2014 meeting, the ARC advanced the project for further consideration, and members of ARC visited the site on September 19.

The next meeting of the ARC is scheduled for October 17, and the Alliance is asking for County representation at the meeting to affirm its willingness to serve as the land manager of the 373 acres should the project move forward.

Analysis:

Existing Condition

In 2005, the Board conducted two public hearings regarding a Development Agreement for Fallschase. Those hearings were held on October 25 and December 6, 2005. Subsequent to that, the Fallschase Planned Unit Development (PUD), signed on March 14, 2006, implemented the "Fallschase Development Agreement" and includes development entitlements for as much as 1,514 dwelling units, 750,000 square feet of commercial, and 35,000 square feet of office development. The Development Agreement was originally scheduled to expire in December 2015. On September 2, 2014, the Board held a Public Hearing and voted to extend the expiration date of the Development Agreement to December 2025.

The Fallschase PUD is currently owned by three separate entities: Leon County owns approximately 200 acres of what is Upper Lake Lafayette; RBC Fallschase, LLC (Boynton Beach, FL) owns approximately 373 acres, all of which is contained within the "Fallschase Residential District;" and the commercial component is currently owned by CPP Fallschase II, LLC (Santa Monica, CA) (Attachment #4). This property lies within the Urban Services Area (USA) and infrastructure has already been built to support the development.

The PUD is intended to allow for a mix of residential land uses located in close proximity of (or even within) the village center. Additionally, the associated trip reservations (traffic concurrency) in the PUD reflect a high rate of internal capture; based on the assumption that many of the trips to the commercial area would be generated from within the PUD itself. The adjacent neighborhoods, as well as, the large-box retail stores were also anticipated to facilitate increased pedestrian activity necessary for the support of a compact village center.

The Fallschase development is consistent with the long range planning for the community as it is within the Urban Services Area. The principle behind the Urban Service Area boundary is to accommodate new growth in a sustainable manner within the already developed areas of Leon County. One goal of this policy is to direct growth where urban services - such as roads, water, sewer, police, and fire – are already provided. This avoids taxpayers from needing to subsidize the expansion of these services to large tracts of undeveloped land on the fringes or in rural areas. Another goal of this policy is to preserve ecosystems of mostly untouched lands in outlying areas, and to allow room for agricultural production.

Currently, Planning is projecting a need for approximately 17,000 new housing units by 2030. This projected population is expected to be accommodated in the currently planned major developments within the County (inclusive of Fallschase). By removing developable, permitted lots from this equation, demands for that housing would likely be pushed into areas that are currently undeveloped, requiring additional roads, and other services to be funded and maintained. It would also introduce urban pressures into new ecosystems.

As recent as the last week of September 2014, DSEM staff met with the developer regarding the concept plan, and it was indicated that a Permitted Use Verification (PUV) was soon to be submitted. In addition, the developer indicated that a pre-submittal meeting would be requested.

Proposed Acquisition

The proposed acquisition encompasses all of the 373 acres contained within the "Fallschase Residential District" currently owned by RBC Fallschase, LLC that abuts the 200 acres of Upper Lake Lafayette owned by the County. The purchase is being proposed because of the anticipated environmental protections it would afford Upper Lake Lafayette and the related sinkholes that connect to the Floridan Aquifer. Furthermore, acquisition would provide for additional conservation and passive activity opportunities, as well as connectivity to other environmental lands such as the J. R. Alford Greenway, Lake Lafayette Heritage Trail (a City property), and the L. Kirk Edwards Wildlife and Environmental Area (state property). However, removal of all of the residential property would reduce the ability/feasibility to establish the village center concept that was originally envisioned with the PUD concept plan and Development Agreement.

To best position the project for advancement, the Alliance is asking that the County commit to being the land manager for the property. Currently, there is no budget for management of the existing 200 acres given its inaccessibility to the public. Adding the 373 acres to the immediate north would result in the need for funding to manage the entire parcel, allowing for public access. In total, 573 acres would be added to the County's greenway inventory and regular maintenance schedule.

Anticipated Cost of Land Management

Currently the County has approximately 1,420 acres of greenway open to the public and maintained by a staff of seven. This equates to approximately 200 acres per employee. If that ratio were retained, adding 573 acres would require an additional three employees. On average, a Greenway Park attendant costs the County \$42,470 per year (salary plus benefits).

In addition, based on current funding levels, operating costs (i.e. port-a-lets for trail heads, equipment, ant bait, employee uniforms and boots, fencing, road/trail materials, etc.) would be approximately \$60,000, and greenway maintenance costs that recur through the capital improvement budget would equate to \$81,500 (i.e. invasive removals, trail development, fire break maintenance, etc.). Table 1 reflects the anticipated annual cost of adding the Fallschase property to the County’s inventory.

Table 1:

Personnel (3 FTE’s)	\$ 127,410
Operating	\$ 60,000
Capital Improvement	\$ 81,500
Total	\$ 268,910

Conclusion:

Staff is seeking direction as to the County supporting the Buck Lake Alliance’s pursuit to acquire the 373 acres of Fallschase residential property. The County’s commitment would be to act as the land manager for the site if the acquisition occurred; the estimated annual cost for the management of the property is \$268,910. Additionally, the Buck Lake Alliance is seeking grant-matching support through Blueprint 2000; however, at this time, the amount of this funding request is not known.

As noted in the item, some of the most environmentally sensitive portions of Fallschase (200 acres of Upper Lake Lafayette) are already in County ownership. The penny sales tax extension includes the *Lake Lafayette and St. Marks Regional Linear Park* project that connects 7,200 acres of public recreation lands, including upper Lake Lafayette. Also noted in the item, the land being considered for acquisition is slated for residential development inside of the USA where urban services are already provided. In support of this future development, the County currently has a development agreement for the site that expires in December 2025.

Options:

1. Accept staff’s report on the consideration of support of the Buck Lake Alliance’s pursuit to purchase the 373 acres of the Fallschase Residential Property and take no further action at this time.
2. Support the Buck Lake Alliance’s pursuit to purchase the 373 acres of Fallschase residential property.
3. Commit to serve as the land manager for the full 573 acres of the property allowing public access and direct the County Administrator or his designee to articulate the County’s position at the October 17, 2014, meeting of the Acquisition and Restoration Council.
4. Board direction

Recommendation:

Board direction.

Attachments:

1. Location Map
2. June 17, 2014 Letter of Support
3. E-mail from Gerry Miller regarding status of the NFWF grant proposal
4. Conceptual Land Use Plan





Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Commissioners

June 17, 2014

BILL PROCTOR
District 1

Mr. Gerry Miller, President
Buck Lake Alliance
P.O. Box 15996
Tallahassee, FL 32317

JANE G. SAULS
District 2

JOHN DAILEY
District 3

Re: Letter of support for "Acres for America" Grant

BRYAN DESLOGE
District 4

Dear Mr. Miller:

KRISTIN DOZIER
District 5

I was recently made aware of Buck Lake Alliance's intent to apply for an "Acres for America" grant for the purchase of land, known locally as the Fallschase property. Located east of Tallahassee, the 373 acres lies on the north slope of Upper Lake Lafayette with some of the best remaining examples of upland hardwood slope forest in the region. The parcel's location protects the water quality of Upper Lake Lafayette, a sink lake with several sinkholes that connects to the Floridan Aquifer and provides flow to Wakulla Springs.

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

Located near this parcel are the J.R. Alford Greenway (881 acres) and the Miccosukee Greenway (501 acres) which are owned by the state, but managed by Leon County. Acquisition of the Fallschase parcel by the Alliance would certainly provide for additional conservation and connectivity to numerous other environmental lands such as the referenced Greenways, Lake Lafayette Heritage Trail (a City property) and the L. Kirk Edwards Wildlife and Environmental Area (state property).

HERBERT W.A. THIELE
County Attorney

The Board of County Commissioners has consistently recognized the importance of conservation as a key factor in providing a balanced approach to the quality of life for Leon County residents and has encapsulated this in its Leon County Strategic Plan FY2012-2016. Furthermore, the County has a long and proven history in managing sensitive lands. The Alliance's vision for the Fallschase property is an alternative to development that the County would be interested in learning more about and exploring. Certainly should the acquisition be successful, staff would welcome the opportunity to review and evaluate opportunities of becoming the land manager and take that analysis to the Board for consideration.

In sum, the County always welcomes the opportunity to work with our community partners and explore alternate approaches within the community.

Sincerely,

Vincent S. Long
County Administrator

"People Focused. Performance Driven."

Leigh Davis - NFWF Proposal

From: "Gerry Miller" <gerrymiller2@embarqmail.com>
To: "Vince Long" <LongV@leoncountyfl.gov>, <LindleyM@leoncountyfl.gov>, <Doz...>
Date: 7/10/2014 10:51 AM
Subject: NFWF Proposal
CC: "'zoe kulakowski'" <zpk05@comcast.net>, "'John Outland'" <outlandjb@hotmail.com>

Good Morning...

We/BLA received an e-mail from NFWF this past Monday (see below) informing us that our Lake Lafayette pre-proposal was not selected at this time. However, we are continuing to pursue other funding agencies to assist us with our pursuit of conserving as many acres in Fallschase as possible. We have submitted to DEP's Florida Forever program and are slated to give a short presentation on August 15th. The Fallschase residential owners (RBG Fallschase, LLC) are aware we are seeking funding and support our efforts, but they will continue to move forward on early stages of development and other potential buyers for the property.

I want to express our appreciation for all your support and the letters you sent expressing support for the Lake Lafayette project. We/BLA will continue to keep you apprised of our progress and we hope that you will continue to support our efforts to conserve a very unique natural area—a true treasure to Tallahassee and Leon County.

Again, thank you. Gerry Miller

From: easygrants@nfwf.org [mailto:easygrants@nfwf.org]
Sent: Monday, July 07, 2014 11:09 AM
To: gerrymiller2@embarqmail.com
Subject: National Fish and Wildlife Foundation Pre-proposal - Project #45651

Dear Gerry Miller:

Thank you for your interest in the National Fish and Wildlife Foundation and your submission to the Acres for America Fall 2014 Funding Opportunity Cycle. We reviewed your pre-proposal for support of the project entitled Lake Lafayette St. Marks Wildlife Corridor. Unfortunately, we are not requesting a full proposal for this project at this time. We requested full proposals from only those applicants whose pre-proposals most closely matched this funding opportunity's conservation priorities.

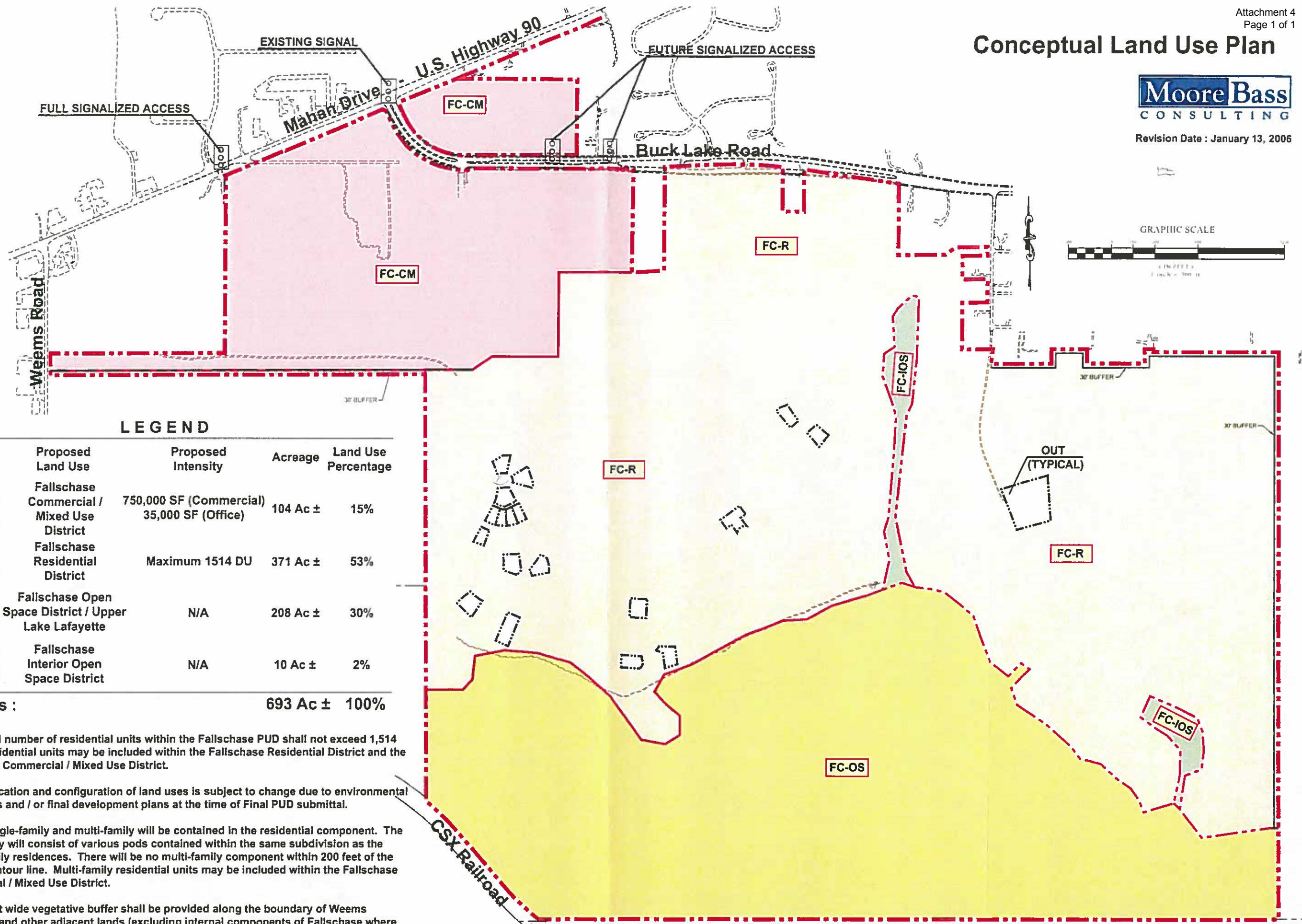
If you would like to discuss the Foundation's current conservation priorities, please consult the Foundation Staff Lead for the Funding Opportunity for which you applied. Their contact information can be found in the funding opportunity description or RFP in the grants section of our website (www.nfwf.org). We appreciate your interest in fish, wildlife, and plant conservation and encourage you to consider the Foundation as a possible source of funding in the future.

Sincerely,
The National Fish and Wildlife Foundation

Conceptual Land Use Plan



Revision Date : January 13, 2006



LEGEND

	Proposed Land Use	Proposed Intensity	Acreage	Land Use Percentage
FC-CM	Fallschase Commercial / Mixed Use District	750,000 SF (Commercial) 35,000 SF (Office)	104 Ac ±	15%
FC-R	Fallschase Residential District	Maximum 1514 DU	371 Ac ±	53%
FC-OS	Fallschase Open Space District / Upper Lake Lafayette	N/A	208 Ac ±	30%
FC-IOS	Fallschase Interior Open Space District	N/A	10 Ac ±	2%
Totals :			693 Ac ±	100%

Note :

1. The total number of residential units within the Fallschase PUD shall not exceed 1,514 units. Residential units may be included within the Fallschase Residential District and the Fallschase Commercial / Mixed Use District.

2. Final Location and configuration of land uses is subject to change due to environmental constraints and / or final development plans at the time of Final PUD submittal.

3. Both single-family and multi-family will be contained in the residential component. The multi-family will consist of various pods contained within the same subdivision as the single family residences. There will be no multi-family component within 200 feet of the 51-foot contour line. Multi-family residential units may be included within the Fallschase Commercial / Mixed Use District.

4. A 30 foot wide vegetative buffer shall be provided along the boundary of Weems Plantation and other adjacent lands (excluding internal components of Fallschase where non-residential or multi-family development is proposed along the Property line of existing single family residential development).

**Leon County
Board of County Commissioners**


Notes for Agenda Item #20

Leon County Board of County Commissioners

Cover Sheet for Agenda #20

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Full Board Appointment of a Commissioner to the Circuit 2 Community Alliance

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/Project Team:	Christine Coble, Agenda Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Appoint a Commissioner to the Circuit 2 Community Alliance.
- Option #2: Direct staff to revise Policy No. 11-2, "Membership on Boards, Committees, Councils, and Authorities" to include Circuit 2 Community Alliance.

Report and Discussion

Background:

At its August 23, 2011 meeting, the Board approved the revised process for Advisory Committee appointments by having a General Business item prepared for full Board appointments.

Analysis:

Circuit 2 Community Alliance

Purpose: The Community Alliance is a statutorily defined body serving as a forum through which services for children and families, mandated and funded by state and federal government, are planned, organized, and coordinated. It serves as a conduit for information between and among providers, state agencies, consumers, and general public (Attachment #1).

Composition: The initial membership consists of voting representatives from the following (Attachment #2):

- Department of Children and Families
- County Government (all counties in Circuit 2)
- School District (all school districts in Circuit 2)
- United Way
- County sheriff's office (all counties in Circuit 2)
- Circuit Court
- Community Based Care
- Managing Entity
- Consumer

Vacancies: The Leon County Board of Commissioners, as a funder of human services in the circuit, would appoint a Commissioner to serve on the Community Alliance.

Table 1: Circuit 2 Community Alliance

Vacancy	Applicant	Recommended Action
Leon County Government	N/A	Full Board to appoint a Commissioner.

Options:

1. Appoint a Commissioner to serve on the Circuit 2 Community Alliance.
2. Direct staff to revise Policy No. 11-2, "Membership on Boards, Committees, Councils, and Authorities" to include Circuit 2 Community Alliance.
3. Continue the appointment of a Commissioner to serve on the Circuit 2 Community Alliance.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Letter from Department of Children and Families
2. List of Circuit 2 Alliance voting members



AUG 15 2014

August 14, 2014

Dear Colleagues,

This letter is to encourage you to re-establish your commitment to the Circuit 2 Community Alliance. The Community Alliance is a forum through which services for children and families mandated and funded by state and federal government are planned, organized and coordinated. It serves as a conduit for information between and among providers, state agencies, consumers and the general public.

The Circuit 2 Community Alliance is a statutorily defined body consisting generally of stakeholders, community leaders, client representatives and funders of human services in the circuit. The initial membership consists of:

- A representative from the Department of Children and Families.
- A representative from county government. (all counties)
- A representative from the school district. (all counties)
- A representative from the United Way.
- A representative from the county sheriff's office. (all counties)
- A representative from the circuit court.
- A representative from the Community Based Care.
- A representative from the Managing Entity.
- A consumer representative.

Along with these specific representatives, any individuals or agencies interested in the spectrum of social services in our area should attend. The Council becomes stronger through diversity and active participation. The duties of the Community Alliance are, but not necessarily limited to: provide education and information pertaining to all aspects of the social service spectrum, serve as an ongoing conduit for communication between and among providers, state agencies, consumers and the general public, develop a Regional Management Plan and revise and update it regularly. The Plan will describe the System of Care, evaluate its strengths and weaknesses, establish local needs and priorities, and propose modifications to the System as appropriate and encourage members to provide feedback on all aspects of community services.

Please join us at our next meeting held at Leon Human Services, 1000 W. Tharpe St, Tallahassee, from 11:00am-12:30pm on September 11, 2014. If you are unable to attend, please send a representative. RSVP to Debra Portera at Debra_Portera@dcf.state.fl.us or 850-778-4076 by August 27th. A conference line will be available for those that cannot attend in person. (1-888-670-3525 code 636-876-7367)

Sincerely,

Jeanna Olson, Department of Children & Families
Community Development Administrator
850-921-8269

Gordy Pyper, Big Bend Community Based Care
SAMH Managing Entity - Network Coordinator
850-410-1020 x116

Circuit 2 Alliance Roll Call – Voting Members

Agency	County	Member Name and Title	Designated Representative	Alternate Representative	
2nd Judicial Courts	All	Kim Stephens			301 S. Monroe Street, 327-D, Tallahassee 32301
County Commission	Franklin	Pinki Jackel			33 Market Street, Suite 305, Apalachicola
County Commission	Gadsden	Sherrie Taylor	pending		9 E. Jefferson Street #B, Quincy 32351
County Commission	Jefferson	John Nelson			Jefferson County Courthouse, 1 Courthouse Circle, Monticello 32344
County Commission	Leon				301 South Monroe Street, 5 th Floor, Tallahassee 32301
County Commission	Liberty	Dexter Barber			Board of County Commissioners, P.O. Box 399, Bristol 32321
County Commission	Wakulla	Randy Merritt	pending		3056 Crawfordville Highway, Crawfordville, 32327
DCF	All	Jeanna Olson			
School Board	Franklin	Nina Marks			85 School Road, Suite One, Eastpoint 32328
School Board	Gadsden	Reginald James	Maurice Stokes		35 Martin Luther King Blvd, Quincy 32351
School Board	Jefferson	Al Cooksey	pending		575 S. Water Street, Monticello 32344
School Board	Leon	Jackie Ponds	Bev Owens		150 Progress Drive, Tallahassee 32304
School Board	Liberty	Kyle Peddie			12629 NW County Road 12, Bristol 32321
School Board	Wakulla	Greg Thomas			69 Arran Road, Crawfordville 32327
Sheriff's Office	Franklin	Sheriff Mike Mock			270 State Road 65, Eastpoint 32328
Sheriff's Office	Gadsden	Sheriff Morris Young	Tiffany Parsons		339 E. Jefferson Street, Quincy 32351
Sheriff's Office	Jefferson	Sheriff David Hobbs	pending		171 Industrial Park, Monticello 32344
Sheriff's Office	Leon	Sheriff Larry Campbell	Gwen Williams		P. O. Box 727, Tallahassee 32303
Sheriff's Office	Liberty	Sheriff Nick Finch	pending		10979 NW Spring Street, Bristol 32321
Sheriff's Office	Wakulla	Sheriff Charlie Creel	Inv Rojas		15 Oak Street, Crawfordville 32327
United Way	All	Heather Mitchell	Susan Dunlap		307 E. 7 th Avenue Tallahassee 32303

Date of meeting: _____

Circuit 2 Alliance Roll Call – Voting Members

Agency
211 Big Bend
Adreima
Advocates for Veteran Services
Apalachee Center
Agency for Health Care Administration
Big Bend Community Based Care
Brehon Family Services
Capital City Youth Services
Career Source Capital Region
Children's Home Society
City Housing
Department of Juvenile Justice
Disc Village
Florida Coalition Against Domestic Violence
Florida Diagnostic & Learning Resource Center
FSU Young Parents Project
Gadsden County Healthy Start

Date of meeting: _____.

Circuit 2 Alliance Roll Call – Voting Members

Generations
Guardian Ad Litem
Healthy Families (Department of Health)
Live the Life
Living Stones
Megallan Health
Representative Rehinkel-Vasilinda - aide
Tallahassee Memorial Hospital Regional Ctr
VAU
Whole Child Leon
Workforce Plus

Date of meeting: ____.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #21

**Leon County
Board of County Commissioners**

Cover Sheet for Agenda #21

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Full Board Committee Appointments to the Audit Advisory Committee and CareerSource Capital Region

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/Project Team:	Christine Coble, Agenda Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Reappoint Jep Larkin to the Audit Advisory Committee.
- Option #2: Appoint a member to the Audit Advisory Committee.
- Option #3: Appoint John McFarlain to the CareerSource Capital Region.

Report and Discussion

Background:

At its August 23, 2011 meeting, the Board approved the revised process for Advisory Committee appointments by having a General Business item prepared for full Board appointments.

Analysis:

Audit Advisory Committee

Purpose: The Audit Advisory Committee reviews and approves the County's risk analysis of operations, audit schedule, each audit report, and provides guidance to the audit staff (Attachment #1).

Composition: The Audit Advisory Committee consists of five appointed members: two by the Board, two by the Clerk's Office, and one representing the County's external auditor, with terms expiring October 31.

Vacancies: The term of Board appointment Mr. Jep Larkin expires October 31, 2014. Ms. Hefren has resigned and an appointment is needed to fill the vacancy (Attachment #2). Mr. Larkin was appointed in 2010 and he is interested in reappointment and is eligible to serve (Attachment #3). Applications have been received from Cecil Bragg (Attachment #4), James Matthews (Attachment #5), and Ransom McClung (Attachment #6). All applicants are qualified to serve.

Full Board to make two appointments.

Table 1: Audit Advisory Committee

Vacancies	Applicant	Recommended Action
Jep Larkin	Jep Larkin	Full Board to make reappointment.
Cynthia Hefren (Resigned)	Cecil Bragg James Matthews Ransom McClung	Full Board to make appointment.

CareerSource Capital Region (formerly Workforce *plus*)

Purpose: The CareerSource Capital Region provides for enhanced coordination, cooperation, collaboration, and outcomes, by and between several entities, both public and private, in order to advance economically and socially, and in providing employers with the skilled workforce necessary to be competitive in local, state, national, and/or international markets (Attachment #7).

Composition: The County has eight appointments of private sector representatives. The Federal law requires new appointments to CareerSource Capital Region to be nominated through recommendation of the Greater Tallahassee Chamber of Commerce (Chamber), with the Commission approving or disapproving of the recommendation. Members serve three-year terms.

Vacancies: The term of Fred Seamon expired June 30, 2014. Mr. Seamon was ineligible for reappointment due to the County's policy regarding term limits. However, Mr. Jim McShane, CEO of CareerSource Capital Region, sent an email expressing that Mr. Seamon is an active and engaged member and consistent participant, and requested the Board waive the Policy and reappoint Mr. Seamon to a full term. At its September 23, 2014 meeting, the Board considered the reappointment and voted to extend Mr. Seamon's term for one year. Mr. Seamon has graciously declined the one-year term extension (Attachment #8). Nevertheless, he will continue to be active as a member of CareerSource Capital Region's Planning and Governance Committee.

The Chamber has recommended and nominated John McFarlain, President, TalSearch Group, to replace Mr. Seamon (Attachment #9). Mr. McFarlain's application is attached (Attachment #10).

Table 2: CareerSource Capital Region

Vacancies	Applicant	Recommended Action
Fred Seamons	John McFarlain	Full Board to make appointment.

Options:

1. Reappoint Jep Larkin to the Audit Advisory Committee.
2. Make an appointment to the Audit Advisory Committee.
3. Appoint John McFarlain to the CareerSource Capital Region.
4. Board direction.

Recommendation:

Options #1, #2, and #3.

Attachments:

1. Eligibility and Criteria – Audit Advisory Committee
2. Resignation letter from Cynthia Hefren
3. Email from Laure Boyd
4. Application – Cecil Bragg
5. Application – James Matthews
6. Application – Ransom McClung
7. Eligibility and Criteria – CareerSource Capital Region
8. Email regarding Fred Seamon
9. Recommendation from Chamber
10. Application – John McFarlain

Audit Advisory Committee

Responsibility:

The Audit Committee shall adopt an annual plan of work for the Auditor and shall oversee the work of the Auditor. The purpose of the Committee is to promote, maintain, and enhance the independence and objectivity of the internal audit function by ensuring broad audit coverage; adequate consideration of audit reports; and appropriate action on recommendations.

Created By:

Clerk of the Courts Committee established by Leon County Home Rule Charter
November 5, 2002; reaffirmed November 2, 2010

Appointments:

5 members - 3 appointed by the Clerk; 2 appointed by the Board

Terms:

2-year terms, beginning with the first scheduled meeting after appointment.

No member shall serve more than three consecutive terms.

Eligibility Criteria:

1. Must have experience as a public accountant, internal auditor, or as a financial manager for a public, private, or a not-for-profit institution (may be retired).
2. Must be a resident of Leon County.
3. Must not be an employee or officer of the Leon County.

Schedule:

Regular quarterly meetings, as called.

Contact Person/Staff:

Ms. Laure Boyd, Manager
Division of Internal Auditing
Clerk of the Courts
315 South Calhoun Street, Suite 450
Tallahassee, FL 32301

(850) 577-4221

LNboyd@leoncountyfl.gov

Members:

<p>Sittig, Bill Bill Sittig CPA, LLC</p>	<p>Begin Term: 10/16/2012 End Term: 10/31/2014 Type: two years</p>	<p>Original Date: 10/16/2012</p> <hr/> <p>Appointed by: Bob Inzer Clerk</p>	<p>Email: billsittig@jscpaonline.com</p>
<p>Hillison, Bill</p>	<p>Begin Term: 10/16/2012 End Term: 10/31/2014 Type: two years</p>	<p>Original Date: 10/16/2012</p> <hr/> <p>Appointed by: Bob Inzer Clerk</p>	<p>Email: whillison@cob.fsu.edu</p>
<p>Hill, Delphine</p>	<p>Begin Term: 5/1/2012 End Term: 10/31/2014 Type: two years</p>	<p>Original Date: 5/1/2012</p> <hr/> <p>Appointed by: Bob Inzer Clerk</p>	<p>Email: Hill.delphine@mail.dc.state.fl.u</p>
<p>Larkin, Jep Capital City Bank Group, Inc.</p>	<p>Begin Term: 10/23/2012 End Term: 10/31/2014 Type: two years</p>	<p>Original Date: 9/14/2010</p> <hr/> <p>Appointed by: Board of County Commissioners</p>	<p>Email: jeplarkin@comcast.net</p>
<p>VACANT</p>			

July 15, 2014

Mr. Bob Inzer
Clerk of the Circuit Court and Comptroller
301 S. Monroe St. Room #100
Tallahassee, FL 32301

Dear Mr. Inzer,

I am writing to inform you that I will be resigning my position as a member of the Leon County Audit Advisory Committee effective July 31, 2014. I will be leaving Tallahassee in August to join my family in Raleigh, North Carolina.

I am deeply honored to have been selected as a member of the Leon County Audit Advisory Committee and greatly appreciate the opportunity to have served. I believe that the internal audit work Ms. Boyd's team is conducting provides a great service to our community by ensuring accountability and transparency to Leon County's taxpayers.

Once again, thank you so much for the opportunity to be a part of this committee.

Sincerely,

A handwritten signature in black ink, appearing to read 'CB Hefren', with a long horizontal flourish extending to the right.

Cynthia B. Hefren

From: Laure N. Boyd
To: Coble, Christine
Date: 8/14/14 4:55 PM
Subject: BOCC action for Audit Committee Chair - Jep Larkin third term
Attachments: Laure N. Boyd.vcf

Good afternoon Christine,

This is to follow up on our conversation earlier this week. As you are aware, Jep Larkin, a Board appointee to the Audit Committee, will be concluding his second two-year term effective October 31, 2014. Mr. Larkin has served as an active participant on the Committee and has been unanimously appointed by the Committee members to serve a second term as the Chairman of the Committee. He has attended all meetings to date and is a valued member of the Committee. We respectfully submit Jep Larkin's name for consideration to complete a third term on the Audit Committee. If you have any questions or need additional information, please call me at 577-4221.

Regards,
Laure

Laure N. Boyd, CIA, CGAP
Internal Audit Manager
Division of Internal Auditing
Leon County Clerk of the Circuit Court & Comptroller
315 S. Calhoun Street
Suite 780
Tallahassee, FL 32302-0726
Ph 850-577-4221 Fax 850-577-4037 Fraud, Waste and Abuse Hotline 850-577-4199
lnboyd@leoncountyfl.gov

The Clerk welcomes your feedback. Share your comments on the service you received by clicking this link: [Feedback from Website \(http://www.clerk.leon.fl.us/index.php?section=3&server=&page=general_information/contact_information/feedback.html\)](http://www.clerk.leon.fl.us/index.php?section=3&server=&page=general_information/contact_information/feedback.html)

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



Applications will be discarded if no appointment is made after two years.

Name: Cecil Bragg

Date: 21-Aug-2014

Home Phone: (850) 509-0497

Work Phone: (850)509-4097X

Email: cecilbragg@comcast.net

Occupation:CONSULTANT

Employer: JDS ASSOCIATES

Preferred mailing location: Home Address

Work Address: 1136 SPINNEY COURT

City/State/Zip: TALLAHASSEE FL 32312

Home Address 1136 SPINNEY COURT

City/State/Zip: TALLAHASSEE FL 32312

Do you live in Leon County? Yes If yes, do you live within the City limits? No

Do you own property in Leon County? Yes If yes, is it located within the City limits? No

For how many years have you lived in and/or owned property in Leon County? 40.00years

Are you currently serving on a County Advisory Committee? No

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No

If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: Audit Advisory Committee

2nd Choice:

What cultural arts organization do you represent, if any?

NONE

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

If you are appointed to a Committee, you are expected to attend regular meetings.

How many days permonth would you be willing to commit for Committee work? 1

And for how many months would you be willing to commit that amount of time? 6 or more

What time of day would be best for you to attend Committee meetings? Night

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race:Caucasian

Sex:Male

Age: 63

Disabled? No

District: District 4

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

40 YEARS AS AN AUDITOR AND AUDIT MANAGER IN FEDERAL AND STATE GOVERNMENT. I AM A CERTIFIED PUBLIC ACCOUNTANT IN FLORIDA.

References (you must provide at least one personal reference who is not a family member):

Name: ROBERT CLIT
Address: 3039 WEST LAKESHORE DRIVE

Telephone: 850-294-9483

Name: JOSEPH MALESZEWSKI
Address: 2903 S. SHAMROCK DRIVE

Telephone: 850-228-1987

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? No

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Cecil T. Bragg, Jr.

This application was electronically sent: 8/21/2014 3:32:53PM

Resume -- Cecil T. Bragg, Jr.

Retired from U.S. Dept. of Health and Human Services, Office of Inspector General in March 2013 as a Senior Auditor with 18 years total service. Was initially an auditor in the HHS OIG from 1974 to 1988 before leaving to establish an inspector general and internal audit office in a State of Florida government agency. Served as inspector general for three State of Florida agencies and retired from the State with 22 years' service. Returned to the HHS OIG in 2008.

Inspector General:

- *Florida Dept. of Business Regulation, 1988 to 1990
- *Florida Dept. of Community Affairs 1990 to 1993
- *Florida Dept. of Transportation, 1993 to 2008

Education:

- *B.S., Business Administration, Florida State University
- *M.S., Public Administration, Florida State University

Certifications:

- *Certified Public Accountant, State of Florida
- *Certified Government Audit Professional, Institute of Internal Auditors
- *Certified Inspector General, Association of Inspectors General


Professional Organizations:

- *Association of Inspectors General, Founding Member of National Organization and Past President of Florida Chapter and long term member of Board of Directors.
- *Florida Audit Forum, Founding Member and Past President.
- *Institute of Internal Auditors, past member of the IIA's international Professional Issues Committee and Government Relations Committee. Past local chapter officer and board member.
- *Association of Government Accountants, currently on the Board of Directors of the Tallahassee Chapter and chair of chapter's Conference Committee/Agenda Subcommittee.

Awards:

- *Advancing Government Accountability, Association of Government Accountants
- *Lifetime Achievement Award, Institute of Internal Auditors
- *Outstanding Leadership Award, Florida Audit Forum
- *Excellence in Service and Quality Award, Audit Committee of the American Association of State Highway Transportation Officials
- * Special Achievement Award, HHS OIG

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>		
Name: James F. Mathews		Date: 8-21-14
Home Phone: 850-562-3576	Cell Phone: 850-445-1667	Email: mathjji@comcast.net
Occupation: Retired State Inspector General	Employer: N/A	
<p>Please check box for preferred mailing address. Work Address: N/A City/State/Zip:</p>		
<p>9 Home Address <i>988 Vireos Circle</i> City/State/Zip: Tallahassee, Florida 32312</p>		
<p>Do you live in Leon County? Yes If yes, do you live within the City limits? Yes Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes For how many years have you lived in and/or owned property in Leon County? 44 years</p>		
<p>Are you currently serving on a County Advisory Committee? No If Yes, on what Committee(s) are you a member? NN N/A</p>		
<p>Have you served on any previous Leon County committees? No If Yes, on what Committee(s) have you served? _____</p>		
<p>Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference 1st Choice: Audit Advisory Committee 2nd Choice: Flexible</p>		
<p>If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested: _____</p>		
<p><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u> How many days per month would you be willing to commit for Committee work? 4 or more And for how many months would you be willing to commit that amount of time? 6 or more What time of day would be best for you to attend Committee meetings? Time Adjustable</p>		
<p>(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals. Race: African American Sex: Male Age: 62 Disabled? No District 4</p>		

“People Focused, Performance Driven.”

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

Please See Resume' for more details.

I chose the Audit Advisory Committee due to my involvement in audit activities during the majority of my 35 year career in Florida State Government. I supervised an Audit Director and an internal audit section for 20 years of my career as an Inspector General for several state governmental agencies. I believe that I can be of service to the citizens of Leon County on the Audit Advisory Committee.

References (you must provide at least one personal reference who is not a family member):

Name: Mr. William Ravenell Telephone: 850-385-8078

Address: 1600 Laguna Drive – Tallahassee, Fla. 32308

Name: Mr. Matthew Carter Telephone: 850-878-2806

Address: 1904 Miccosukee Rd. – Tallahassee, Florida 32308

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No If yes, from whom? _____

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No If yes, please explain. _____

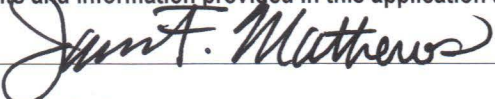
Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain. _____

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain. _____

All statements and information provided in this application are true to the best of my knowledge.

Signature: 

Please return Application

by mail: Christine Coble, Agenda Coordinator
301 South Monroe Street
Tallahassee, FL 32301

by email: coblec@leoncountyfl.gov

by fax: 850-606-5301

Online: <http://cms.leoncountyfl.gov/servicerequest/committeeapplication.aspx>

“People Focused, Performance Driven.”

JAMES F. MATHEWS, C.I.G.
988 Vireos Circle
Tallahassee, Florida 32312
mathjjj@comcast.net

Education:

Florida A & M University
Bachelor of Science (BS)
Political Science/Public
Administration (1974)

Florida State University
Master of Science (MS)
Public Administration (1975)

Certified Inspector General (CIG)
Inspectors General Institute (1999)
(National) Association of Inspectors General, Inc.

CERTIFICATES AND TRAINING:

I have participated in numerous professional development seminars and workshops on relevant areas of management and public administration. In March of 2005, I attended **Harvard University's Kennedy School of Government and completed a program entitled: "Protecting Public Programs: Managing Risks, Preventing Corruption and Promoting Organizational Integrity."**

I have also been to training sessions and courses offered by:

American Society for Public Administration
Florida State University

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Training providers continued:

Association of Inspectors General
Carnegie Mellon Software Engineering Institute
Institute of Internal Auditors
Office of the Governor
Office of the Attorney General
Florida Audit Forum
Tallahassee Association of Inspectors General
Others

EMPLOYMENT:

Periodic – **Assessor** – Organizational Assessment and Development, Inc. – serves as an assessor in the evaluation of the management skills of Senior Governmental Managers. Responsible for providing individual feedback and guidance based on observations made during training exercises.

October 2011- July 2012(Retired) – **INSPECTOR GENERAL**, Florida Department of Economic Opportunity – this position was responsible for the day to day operations of the Office of Inspector General(staff of 10) having responsibility for auditing, investigating, management reviews, program assessments consulting and efforts to increase accountability in a Department with program in community planning, housing and community development, economic development designed to create, expand and retain businesses in Florida, workforce development and unemployment compensation. The position reported directly to the Department Head and was required to make recommendations to improve the efficiency and effectiveness of agency managerial, programmatic and financial activities.

October 2000-September 2011- **INSPECTOR GENERAL**, Florida Agency for Workforce Innovation- this position was responsible for the day to day operation of the Office of Inspector General(staff of 8) having responsibility for auditing, investigating, management reviews, program assessments, consulting and efforts to increase accountability in an Agency with programs in workforce development, unemployment compensation, school readiness, labor market information and voluntary pre-kindergarten programs. The position reported directly to the Agency Head and was required to make recommendations to improve the efficiency and effectiveness of agency managerial, programmatic and financial activities.

March 1992 – September 2000: **INSPECTOR GENERAL**, Florida Department of Labor and Employment Security- this position was responsible for the day to day operations of the Office of Inspector General(staff of 26) having responsibility for planning, directing

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Employment Continued

and managing the investigations, management reviews and program assessments, audits and monitor advocate functions of the Department. The Department was responsible for Workers Compensation, Vocational Rehabilitation, Unemployment Compensation, Disability Determinations, Workforce Services, Safety Regulations, Blind Services, Workers Compensation Claims and Minority Business Advocacy & Assistance. The position reported directly to the Agency Head and was required to make recommendations to improve the efficiency and effectiveness of agency managerial, programmatic and financial activities.

January 1993 - July 1993: **ACTING DIRECTOR, Division of Labor, Employment and Training.** This Division was responsible for Job Training, Employment Placement Services, Agricultural Program Assistance, Compliance and Child Labor Enforcement. The Division was comprised of 1,500 employees with an annual budget of approximately \$300 million.

June 1987 - March 1992: **DIRECTOR, Division of Administrative Services,** Department of Labor and Employment Security. This position required responsibility for a major Division comprised of approximately 350 positions organized into four bureaus; Financial Management, Computer Data Systems, Purchasing and Support Services, Personnel and Training and a unit entitled Planning and Budgeting. This position required the planning and directing of all services and support functions of the Agency.

Regional Assessor: Served as an assessor in the U.S. Department of Labor's Region IV Executive Management Development Program and as a member of the Regional Steering Committee. Served on assessment teams for the Employment and Training Administration in the States of Georgia, Tennessee, North Carolina and Mississippi and for an Occupational Safety and Health Administration (OSHA) Regional Assessment Center in Atlanta, Georgia;

Information Resource Manager: Served as the Information Resource Manager for the Department of Labor and Employment Security. Had responsibility for all management procedures and processes that related to information resource management.

October 1983 - June 1987: **ASSISTANT DIRECTOR, Division of Administrative Services,** Department of Labor and Employment Security. This position required assistance in the development and implementation of administrative policies and procedures for the Department in the financial, budgeting, data processing and support services areas.

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Employment Continued

Data Center Director: During a transition period (October -December 1984) I served as Director of the Caldwell Data Center. The Center had a staff of 145 and an IBM 3081 Mainframe with 2000 terminals and devices. This was considered a large operation for information technology at the time.

December 1979 - October 1983: **CHIEF, Bureau of Independent Monitoring,** Division of Employment and Training, Department of Labor and Employment Security. This position required the management of monitoring/auditing activities and the formulation of policies and procedures that related to the bureau and the division. I was responsible for the development of the Bureau's goals, objectives, budgets, procedures and the supervision of a monitoring staff.

August 1979 - December 1979: **ADMINISTRATOR - Long Range Planning,** Division of Employment and Training, Department of Labor and Employment Security. This was a professional position which required the supervision of a staff of four and the development of planning documents, evaluation processes and policy information. The position required considerable public contact, coordination with public and private organizations and staff support for the State Employment and Training Council.

January 1979 - July 1979: **MANPOWER MANAGEMENT PLANNING SPECIALIST II - Unit Supervisor, Office** of Manpower Planning, Department of Community Affairs. This was a professional position which required duties and responsibilities in long range planning, evaluation and the development of policy for the State Office of Manpower Planning. Specifically, the position had the responsibility for the development of the Master Plan, the Governor's Coordination and Special Services Plan and the evaluation of programs and project development. The position required a significant amount of public contact and considerable contact with a variety of groups, organizations and public agencies.

November 1976 - December 1978: **MANPOWER MANAGEMENT PLANNING SPECIALIST I,** Office of Manpower Planning, Department of Community Affairs. This was a professional position which required duties and responsibilities related to all phases of management and planning of employment related programs. Specifically, I was required to coordinate and conduct contract negotiations, provide technical assistance to local government operators and community based organizations, analyze monthly computer reports, monitor contracts of subgrantees and fulfill special management responsibilities as assigned by the supervisor. My responsibilities also included a planning function which required my assistance in the implementation of the Governor's Special Grants Planning Process and the evaluation and design of pilot employment and training projects to address special needs of the state.

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Employment Continued

September 1975 - September 1976: **LEGISLATIVE STAFF INTERN, Senate Ways and Means**, the Florida Legislature. This position required duties and responsibilities related to staff support for the functions of the Committee. Specifically, I was assigned to Sub-Committee A (General Government). I was given responsibility for evaluating and processing two departmental budgets of state government, the Department of Banking and Finance and the Department of Citrus.

September 1974 - September 1975: **GRADUATE RESEARCH ASSISTANT**, Institute for Social Research, Florida State University. This position required extensive research related duties. I was specifically responsible for preparing background materials, analyzing collected data and conducting interviews. During my tenure, an evaluation of the Florida State Personnel System was completed by my major professor.

EMPLOYMENT COMMENDATIONS:

Appreciation Luncheon, Certificate and letter from The Governor's Office for services rendered to the State of Florida as an employee of the former Department of Labor and Employment Security.

General Management Award in recognition of Outstanding Public Service presented by the National Forum for Black Public Administrators at the annual Florida Conference - 1999

Outstanding Service Award from the Tallahassee Association of Inspectors General (2004)

Outstanding Service and Contributions Award from the Board of Directors and the Executive Committee of the Association of Inspectors General (2006)

Presidential Leadership Award – Presented by the Association of Inspectors General (2006)

Plaque in Appreciation for outstanding professionalism, commitment, dedication and service from the United States Department of Labor-Office of Labor Racketeering and Fraud Investigations-July 2012

Plaque in Appreciation for 35 years of dedicated service to the citizens of Florida—Florida Department of Economic Opportunity—July 2012

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OTHER:

Inducted into the Social Sciences Gallery of Distinction at Florida A & M University – Recognition of Accomplishments of Outstanding Graduates

Yokefellow of the Year - Frontiers International, Inc. (Community Organization – Service Award)

Service Award from James S. Rickards High School, for continuous support of Rickard's Programs

Appreciation Award for service as Assistant Coach of The 49ers – Levy Park Pee-Wee Flag Football

Herbert C. Alexander Distinguished Service Award – Bethel Missionary Baptist Church

Man of the Year 2004 – Kappa Alpha Psi Fraternity, Inc.

Outstanding Service Award 2005 – Frontiers International, Inc.

Leon County Sheriff's Office Citizen's Academy XI Graduate – 2001

APPOINTMENTS:

Formerly appointed member of the **Judicial Nominating Commission, Second Judicial Circuit of Florida** - The Commission is responsible for recommending persons to fill all vacant judgeships in the Second Judicial Circuit which is comprised of Leon, Gadsden, Wakulla, Jefferson, Franklin and Liberty Counties.

Gubernatorial Appointment(August 2006) as a member of the **Council on State Agency Inspectors General** created within the Executive Office of the Governor – The Council was charged with the responsibility of reporting to the Governor, President of the Senate and the Speaker of the House of Representatives on recommendations, suggested statutory amendments, proposals for administrative rulemaking and any other guidelines, procedures and suggestions relevant to the creation of a state agency inspector general review process.

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AFFILIATIONS:

Elected President of the (national) Association of Inspectors General for 2005 and 2006;

Governor's Council on Integrity and Efficiency---Former Vice Chairman –

(national) Association of Inspectors General, Inc. ---Charter Member, Member of the Board of Directors and Member of the Executive Committee

Past President of the Tallahassee Association of Inspectors General, Inc. (term 2003 and 2004)

Appointed as the first Chairman of the Professional Certification Board for Inspectors General, (national) Association of Inspectors General - 1999 – 2004

Chairman of the Strategic Planning Committee (national) Association of Inspectors General – 2006-2012

Former Member of the Institute of Internal Auditors

Community

Frontiers International, Inc. (Community Service Organization-Tallahassee Area Club)-Former President, Vice President and Assistant Treasurer

Life Member of Kappa Alpha Psi Fraternity, Inc. -Tallahassee Alumni Chapter-Fraternity Reporter/ Historian; Chairman of the Scholarship Committee for the years 2003-2006

Member of the Board of Directors of the Bethel Empowerment Foundation, Inc.; – the foundation operates the Steele Collins Charter Middle School

Current Position – Treasurer

Member of the Board of Directors from its inception in 1997 to present

Florida A & M University Boosters

Current Member---Former member of the Board of Directors

Bethel Missionary Baptist Church

Chairman of the Budget Committee and member of the Finance Committee

Member of the Male Chorus

Life Member of the Florida A & M University National Alumni Association

Member of the Leon County Chapter

Member of the Tallahassee Urban League

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Community Continued

Life Member of the National Association for the Advancement of Colored People (NAACP)

PERSONAL:

Place of Birth: Jacksonville Beach, Florida

Married to Joyce Long Mathews with one son, James F. Mathews III

Hobbies: Tennis and Golf

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



Applications will be discarded if no appointment is made after two years.

Name: Ransom McClung

Date: 21-Aug-2014

Home Phone: (850) 894-0527

Work Phone: (850)644-1861X

Email: rmclung@business.fsu.edu

Occupation: FACULTY - COLLEGE OF BUSINE

Employer: FLORIDA STATE UNIVERSITY

Preferred mailing location: Home Address

Work Address: 3454 PACES FERRY ROAD

City/State/Zip: TALLAHASSEE FL 32309

Home Address 3454 PACES FERRY ROAD

City/State/Zip: TALLAHASSEE FL 32309

Do you live in Leon County? Yes If yes, do you live within the City limits? Yes

Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes

For how many years have you lived in and/or owned property in Leon County? 20.00years

Are you currently serving on a County Advisory Committee? No

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No

If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: Audit Advisory Committee 2nd Choice:

What cultural arts organization do you represent, if any?

NONE

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

If you are appointed to a Committee, you are expected to attend regular meetings.

How many days permonth would you be willing to commit for Committee work? 2 to 3

And for how many months would you be willing to commit that amount of time? 3 to 5

What time of day would be best for you to attend Committee meetings? Day, Night

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: Caucasian

Sex: Male

Age:

Disabled? No

District: District 4

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

1. CPA 1986, CFE 2002, CR. FA 2002, CFF 2008.

2. GOOD NEWS MINISTRY, INC. BOARD 2002-2010

3. FSU MASTER OF SCIENCE CRIMINOLOGY

BS ACCOUNTING UNF

4. AUDIT EXPERIENCE WITH FSU, BOARD OF REGENTS, FLORIDA AUDITOR GENERAL, AND PUBLIC ACCOUNTING EXPERIENCE.

5. PRESIDENT OF THE CHAPTER OF THE INSTITUTE OF INTERNAL AUDITORS 2003, BOARD MEMBER 2006-2008

6. I BELIEVE MY PROFESSIONAL EXPERIENCES WOULD BE VALUABLE TO THE COMMITTEE.

References (you must provide at least one personal reference who is not a family member):

Name: DR. BUD FENNEMA
Address: FSU COB ROOM 309B RBA

Telephone: 850 644 8231

Name: MR. PAUL HARLACHER
Address: FSU, 104 N. WOODWARD AVE, TALL FL 32306

Telephone: 850 644 6972

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? No

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Ransom McClung

This application was electronically sent: 8/21/2014 9:13:02AM

FACULTY MEMBER AND RANK: Ransom McClung, CPA, CFE, Cr.FA, CFF (Visiting Assistant Instructor)

DEPARTMENT: Accounting

HIGHEST DEGREE EARNED: Master of Science in Criminology, Florida State University

AACSB CLASSIFICATION: Professionally Qualified and Supporting

TYPICAL TEACHING ASSIGNMENT:

- Fraud Examination
- Investigative Accounting
- Internal Auditing
- Financial Accounting
- Managerial Accounting
- Cost Accounting for Business Decisions

PROFESSIONAL QUALIFICATIONS AT TIME OF APPOINTMENT:

Director of Audits and Investigations, Florida State University (April 30, 2010 retired)
 Associate Inspector General for Florida Board of Regents, State University System of Florida
 Certified Public Accountant, Certified Forensic Accountant
 Certified Fraud Examiner, Certified in Financial Forensics
 Member in good standing: *Association of Certified Fraud Examiners*
American Institute of Certified Public Accountants,
Association of College and University Auditors (Track Coordinator of Annual
 Conferences, Presenter, ex-Board Member-at-Large),
Institute of Internal Auditors (Tallahassee Chapter various leadership positions, and
 Member-of-the Year 2001 & 2007), and
The American College of Forensic Examiners

PROFESSIONAL ACTIVITIES (2002-Present):

University:	Director of Investigations and Training, Florida State University <ul style="list-style-type: none"> • Conduct and supervise investigations of fraudulent activities or misuse of state resources at the university • Conduct and supervise investigations of sexual harassment at the university • Prepare written reports that adequately identify allegations, appropriately describe investigative techniques, and objectively present findings and conclusions • Instruct morals and ethics component for the New Employee Orientation training at the university • Provide training to University personnel on fraud related topics • Supervise investigative staff in the Office of Audit Services
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<p>External:</p>	<p>Presentations:</p> <p>"Forensic Accounting Approach to Solving a Fraud", Presented at the State University Audit Council Spring 2007 Training Conference, Orlando, Florida April 2, 2007.</p> <p>"Fraud -- The Auditor and those 'Dirty' Debits", Presented at the University of California All Auditors Conference (General Session), Napa Valley, California, January 30, 2007.</p> <p>"Conducting Effective Fraud Investigations", Presented at the University of California All Auditors Conference, Napa Valley, California, January 29, 2007.</p> <p>"Ethics in the Workplace", Presented at the Florida State University Oglesby Union Cafe Conversation lunchtime series, November 7, 2006.</p> <p>"Proactive Fraud Auditing -- Theory and Practice with Two Case Studies", Presented at the 50th Annual Association of College and University Auditors Annual Conference, Louisville, Kentucky, September 14, 2006.</p> <p>"A Forensic Accounting Approach to Solving a Fraud", 8 hour Training Seminar for the Tallahassee Chapter of the Institute of Internal Auditors, August 16, 2006.</p> <p>"Ethics in the Workplace 'Should I call in sick when I'm not?' ", Presented at the Florida Association of Bursars and Student Accounting Administrators Fourth Annual Conference, Kissimmee, Florida, March 20, 2006.</p> <p>"Proactively Detecting Fraud", Presented at the North Central Florida Chapter of the Institute of Internal Auditors, Gainesville, Florida, March 7, 2006.</p> <p>"The Internal Auditor's Perspective, The 'F' Word -- Fraud", Presented at the SACUBO Drive-In Workshop 2006, Tallahassee, Florida January 19, 2006.</p> <p>"Creating an Ethical Environment" Presented at the Florida State University Seminar for Financial Managers and Business Officers, November 8, 2005.</p> <p>"Fraud -- The World of the 'Dirty' Debits", Presented at the Florida State University Fall Accounting Conference, Tallahassee, Florida, October 28, 2005.</p> <p>"Have Travel -- Will Fraud: A Case Study of a Travel Reimbursement Fraud", Presented at the Beta Alpha Psi The Thomas J. Burns Undergraduate and Graduate Case Seminar, Bloomington, Minnesota, October 15, 2005.</p> <p>"Ethics and Fraud Awareness Training: The Role of Internal Audit", Presented at the Association of College and University Auditors 49th Annual Conference, Portland, Oregon, September 19, 2005</p> <p>"Corporate Identity Theft", Presented at the 15th Annual Association of Certified Fraud Examiners Fraud Conference, Las Vegas, Nevada, July 11, 2004</p> <p>"Conducting Effective Fraud Investigations", Presented at the Association of College and University Auditors 48th Annual Conference, Arlington, Virginia, September 19th 2004</p> <p>"Hunt for Fraud", Facilitation 8 hours IIA training, IIA Tallahassee Chapter, April 21, 2004</p> <p>"Proactive Measures for Detecting and Preventing Fraud at a University", Presented at the Southeastern Association of College and University Business Officers Fall Workshop; Orlando, Florida, November 11, 2003</p> <p>"Administrative Investigations--Everyday Issues", Presented at Association of College and University Auditors 47th Annual Conference, Nashville, Tennessee, September 18th 2003</p> <p>"Identity Theft" 2003 FSU showcase co-presenter (poster board presentation and handouts)</p> <p>"Ethics: Character Counts", Presentation--Beta Alpha Psi Southeast Regional Meeting, Savannah, Georgia, March 1, 2003.</p> <p>"Ethics: Charter Counts", 2002 FSU Showcase co-presenter (poster board presentation and handouts)</p> <p>"Ethics and Fraud Prevention", This presentation is part of FSU's Finance and Administration Comprehensive Training Program. This presentation is given twice a year, since September 2002</p> <p>"Ethics in the Workplace" Presented at the 2008 Florida Association of Bursars & Student Accounting Administrators Annual Conference, April 17, 2008.</p> <p>"Proactive Measures for Detecting & Preventing Fraud" Presented for the staff for New College of Florida and Ringling Museum, June 16, 2008 (4 – 1.5 hrs sessions).</p> <p>"Ethical Behavior – Where Do You Stand?" Presented at the 19th Annual Association of Certified Fraud Examiners Conference, Boston, MA, July 14, 2008.</p> <p>"Types of Fraud In a Nonprofit Organization" Presented at the 51st Annual Association of College and University Auditors Annual Conference, Phoenix, Arizona, September 15, 2008.</p> <p>"Fraud" Presented to the Panhandle Chapter of the Florida Government Finance Officers Association, December 5, 2008. (8 hours training)</p> <p>"Proactively Detecting Fraud and Financial Investigations: A Forensic Accounting Approach to Fraud", NWFL IIA/ACFE Spring Seminar, Pensacola, Florida, May 8, 2009 (8 hours)</p> <p>"Probing Bank Statements- The Dollars Are Found There", Presented at the Florida State University Spring Accounting Conference, FICPA, Tallahassee, Florida, May 14, 2009.</p> <p>"Probing Bank Statements- The Dollars Are Found There", Presented at the 20th Annual ACFE Conference, Las Vegas, NV, July 15, 2009.</p> <p>"Ethical Behavior – Where Do You Stand?" Presented at the 2009 Annual Association of the Association of College and University Auditors, Minneapolis, MN, September 15, 2009.</p> <p>"Interview Like You Like It" Presented at the 2009 Annual Association of the Association of College and University Auditors, Minneapolis, MN, September 15, 2009.</p> <p>"Forensic Accounting Approach to Solving a Fraud and Ethical Behavior" Presented at the IMA GulfSouth Council, Gulf Shores, Alabama, September 18, 2009 (8 hours)</p> <p>"What To Do If You Suspect A Fraud In Your Office" Presented at Governmental Accounting Conference by the Tallahassee Chapter of the Association of the Association of Government Accountants, Tallahassee, Florida, February 4, 2010,</p> <p>"Forensic Accounting Approach to Solving a Fraud and Ethical Behavior" Presented at the local IIA Chapter Orlando, Florida, February 22, 2010 (8 hours)</p> <p>"Forensic Accounting Approach to Solving a Fraud and Ethical Behavior" Presented at the local IIA Chapter Gainesville, Florida, March 24, 2010 (8 hours)</p> <p>"Do You Run the Investigation or Does the Investigation Run You?" Presented to the local IIA Tallahassee Chapter, Tallahassee, Florida, April 22, 2010.</p>
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	<p>“Fraud in My Organization? Never “(General session) and “Interview Like You Like It” (Concurrent session) Presented to the Indiana CPA Society Fraud Conference, Indianapolis, Indiana, August 26, 2010.</p> <p>“Fraud Detection & Prevention Training for New College and FSU Ringling Museum”, Presented to New College and Ringling staff , Sarasota, Florida, September 13, 2010</p> <p>“Assessing the Ethical Climate of Your Organization or How Do I Count Those Ethics” Presented at the 2010 Annual ACUA Conference, September 22, 2010.</p> <p>“Internal Investigations: Do You Run the Investigation or Does the Investigation Run You?” Presented at the 2010 Annual Conference, September 23, 2010.</p> <p>“Fraud Update 2010” Presented at the FICPA dinner meeting, Tallahassee, Florida, October 12, 2010 (2 hours).</p> <p>“Ethics-Integrity Counts” and “Governmental & Not-for-Profit Fraud Schemes” Presented at the Tallahassee Chapter Fraud Seminar in Tallahassee, Florida, October 15, 2010 (5 hours)</p> <p>“Forensic Accounting and Fraud Examination” Presented to FSU Criminology students in the School of Criminology White-collar Crime undergraduate class, October 25, 2010.</p> <p>“Fraud Update, Fraud Schemes – Small Businesses, Governmental and Not-for-Profit Entities.” Presented to the Panhandle Chapter Florida Government Financial Officers Association, Niceville, Florida, December 3, 2010 (8 hours).</p> <p>“A Forensic Accounting Approach to Solving a Fraud – The Indirect Method of Proof, Not- for -profit Fraud Schemes, and Ethics – Integrity Counts”, (Total 4 hours) Presented to the Florida West Coast Chapter of the Institute of Internal Auditors, December 14, 2010.</p> <p>“The Fraud Audit Approach – Or where are those dirty debits?” (4 hours) Presented to the local CPA firm (Lanigan & Associates), January 7, 2011.</p> <p>“Ethics- Where do you stand?” Presented to the Jacksonville ACFE local chapter, Jacksonville Florida, August 17th, 2011.</p> <p>“Sentential Interviewing Skills for Fraud Investigators” Presented at the ACUA 2011 Annual Conference, September 12, 2011 (2 sessions).</p> <p>“Contract and Procurement Fraud” Presented to auditor and investigative personnel from state Inspectors’ General offices, October 21 and November 18, 2011.</p> <p>“Investigating Fraud in the College/University Environment” Presented at the 2012 ACUA Mid-year Conference, April 1 – 4, 2012 (2.5 days)</p> <p>“Oh, My, Fraud!! So Where Were the Auditors?”, Presented at the FSU Spring Accounting Conference, May 17, 2012.</p> <p>“Investigating Fraud in a College/University Environment”, Presented at the TSUS Annual Conference, College Station, Texas, June 20, 2012. (8 hours)</p> <p>“Partnering with Police”, Presented at the 2012 ACUA Annual Conference, September 10, 2012.</p> <p>“Ethics for the Fraud Examiner” Presented to the Tallahassee Chapter of the ACFE, November 15, 2012 (2 hours).</p>
	<p>Publications:</p> <p>Article - "Corporate Identity Theft--Not To Be Taken Lightly" White collar Crime Fighter, Vol. 7, no 1, 2005</p> <p>Article - "The Magic of Fraud--The Hand is Quicker Than the Eye" College & University Auditor, Vol. 49, no 3/Fall 2005</p> <p>Book Review - "Fraud and Abuse in Nonprofit Organizations--A Guide to Prevention and Detection" Fraud Magazine, Vol. 21, no 1, January/February 2007</p> <p>Article – “Interview Like You Like IT”, College and University Auditor, Vol. 52, no 3, Spring 2010.</p>
	<p>Expert Witness:</p> <p>The American Insurance Company, an Ohio Company vs. J. Kinson Cook, Incorporated, a Florida Corporation, J. Kinson Cook Inc., a Georgia Corporation, J. Kinson Cook, individually, J. Kinson Cook, Jr. individually, L. Finley Cook, individually, S. Lamont Cook, individually, and JKC Invest One, LLC, a Florida Limited Liability Company. October , 2012</p>
	<p>Other:</p> <ul style="list-style-type: none"> • Subject matter expert for the on-line forensic accounting course developed by McGraw-Hill On-Line Higher Education. • Team lead for the peer quality assurance review of the University of West Florida Office of Internal Auditing and Management consulting. Reviewed compliance with the International Standards for the Professional Practice of Internal Auditing. February 2007. • Performed the Florida State University Office of Audit Services Internal Quality Assurance Self-Assessment, December 2006. Reviewed compliance with the International Standards for the Professional Practice of Internal Auditing • Featured in an article entitled "We're on to you: Workplace scam artists should beware" in the STATE -- The Faculty/staff Bulletin of Florida State University, July 3-30, 2006. • Facilitated a presentation by Sam E. Antar, a former fraudster associated with the Crazy Eddie financial statement fraud for the Beta Alpha Psi Chapter at Florida State University, the local chapter of the IIA, and the local chapter of the ACFE. November, 2005. • Established a partnership between the local ACFE chapter and fraud classes so that each semester students attend one chapter dinner to network with local professionals. • Established a partnership between the local IIA chapter and fraud classes so that each semester students attend one

	<p>chapter luncheon to network with local professionals.</p> <ul style="list-style-type: none">• Current instructor for the 2.5 day course – The Fundamentals of Auditing in Higher Education – for the Association of College and University Auditors Mid-Year Conference. (2008, 2009)• 2008 FSU's President's Employee Helping Hands Award for service to the community.• Facilitated the 8 hour Adrian Project for accounting students at FSU on April 7, 2010 with IRS CI agents.• Florida State University International Programs – London, England – Summer Semester 2006 (six weeks) Financial Accounting and Managerial Accounting. Valencia, Spain – Summer Semester 2010 (5 weeks) Financial Accounting• Pilot tester for ACFE self-study materials from 2010 to present.• Member of the Steering Committee for the Fraud Prevention and Detection Committee at Florida State University• Member of the search committee for the Director of Investigations in FSU's Office of Audit Services.• Committee member preparer for the ACUA Start-Up Guide (a resource for a new audit director at a college or university audit office). Main contribution to the guide's section pertaining to fraud investigations.• McGladrey team member for the University of Florida internal audit function's Quality Assurance Review performed from April 30 – May 2, 2012.• Consultant for the Florida Department of Law Enforcement and Department of Financial Services procurement fraud case.
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CareerSource Capital Region

Responsibility:

CareerSource Capital Region provides for enhanced coordination, cooperation, collaboration, and outcomes, by and between several entities, both public and private, that are involved at the local level in providing youth and adults with opportunities to develop and continuously upgrade their knowledge and skills in order to advance economically and socially, and in providing employers with the skilled workforce necessary to be competitive in local, state, national, and/or international markets.

Develop the region's strategic workforce development plan; identify occupations for which there is a demand in the area served and selecting training institutions that may provide training, in accordance with procurement guidelines and procedures; solicit the input and participation of the local business community in the provision of services for the residents of the region; provide policy guidance and procedures for programs established by CareerSource Capital Region; and, provide oversight and monitoring activities.

Created By:

Federal Public Law 105-220 (Workforce Investment Act of 1998 - Title I)
Section 117, of the WIA and the State of Florida Workforce Innovation Act of 2000
Interlocal Agreement between Leon, Wakulla, and Gadsden County Commissions (Region)

Appointments:

8 - appointed by BCC - private sector representatives

- A majority of CareerSource Capital Region shall be representative of the private sector, who shall be owners of business concerns, executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility.

- New appointments to CareerSource Capital Region are required to be nominated through recommendation of the Tallahassee-Leon County Chamber of Commerce and Economic Development Council (EDC).

Terms:

Initial terms are 2 and 3 years. All terms thereafter are 3-year terms.

Terms expire June 30. Vacancies are filled for the remainder of an unexpired term.

New appointments to CareerSource Capital Region are required to be nominated through recommendation of the Tallahassee-Leon County Chamber of Commerce and Economic Development Council (EDC).

Schedule:

Meets quarterly. Meeting dates and times posted on the CareerSource Capital Region website:
www.careersourcecapitalregion.com

Contact Person/Staff:

Jim McShane, Executive Director
325 John Knox Road, Atrium Building, Suite 102
Tallahassee, Florida 32303
Phone: 850-617-4601
Fax: 850-410-2595
email: jim.mcshane@careersourcecapitalregion.com

Cheryl Cantley, Administrative Assistant
850-617-4602
email: cheryl.cantley@careersourcecapitalregion.com

Members:

Seamon, Fred MGT America	Begin Term: 9/2/2014 End Term: 6/30/2015 Type: one year	Original Date: 7/27/1999 <hr/> Appointed by: Board of County Commissioners	Notes: MGT America email: fred@mgtamer.com
Morales, Marilyn Tallahassee Memorial Healthcare	Begin Term: 4/8/2014 End Term: 6/30/2016 Type: unexpired term	Original Date: 4/8/2014 <hr/> Appointed by: Board of County Commissioners	Notes: Email: marilyn.morales@yahoo.com
Edwards, Barbara	Begin Term: 3/12/2013 End Term: 6/30/2016 Type: three years	Original Date: 3/12/2013 <hr/> Appointed by: Board of County Commissioners	Notes: Comcast/Xfinity

Shipman, Martin	Begin Term: 6/18/2013 End Term: 6/30/2016 Type: three years	Original Date: 5/22/2007 <hr/> Appointed by: Board of County Commissioners	Notes: Email: martin.shipman@tlhoc.com
Smith, George	Begin Term: 9/2/2014 End Term: 6/30/2017 Type: three years	Original Date: 9/2/2014 <hr/> Appointed by: Board of County Commissioners	Notes: Email: george@bmlaw.com
Banks, George C. Summit East Management	Begin Term: 6/24/2014 End Term: 6/30/2017 Type: three years	Original Date: 9/22/2009 <hr/> Appointed by: Board of County Commissioners	Notes: STRUCTURE Commercial Real Estate Email: george.banks@summiteast.com
Pugh, Gloria	Begin Term: 9/2/2014 End Term: 6/30/2017 Type: three years	Original Date: 9/2/2014 <hr/> Appointed by: Board of County Commissioners	Notes: Email: Gloria@amwatmovers.com

From: Jim McShane <Jim.McShane@careersourcecapitalregion.com>
To: Christine Coble <CobleC@leoncountyfl.gov>
Date: 9/23/14 10:33 AM
Subject: RE: Fred Seamon Appointment

Christine,

Fred graciously declined the one year emeritus suggestion. We also have no by-laws language relating to such a position.

Therefore, we will be looking for a new board member to replace Fred.

Thanks
Jim

Jim McShane, MPA
Chief Executive Officer
CareerSource Capital Region
325 John Knox Road
Atrium Building, Suite 102
Tallahassee, FL 32303-4113
Phone: 850-617-4601
Fax: 850-410-2595
Cell: 850-559-3860
jim.mcshane@careersourcecapitalregion.com<mailto:jim.mcshane@careersourcecapitalregion.com>
Toll Free: 1 (844) CAREER1
“CareerSource Capital Region: Solutions that work for you.”

Due to Florida’s very broad public records law, this written communication may be considered a public record. Therefore, this email communication may be subject to public disclosure, available to the public and media upon request. Pursuant to Section 119.071, Florida Statutes, certain personal information including, but not limited to, social security numbers, bank account numbers, and debit and charge card numbers may be exempt from disclosure.

>>> Jim McShane
<Jim.McShane@careersourcecapitalregion.com<mailto:Jim.McShane@careersourcecapitalregion.com>> 9/15/14
4:15 PM >>>

Christine,

Thanks for the update. We already told Mr. Seamon that he was not approved for full appointment as you know. I will have a conversation with him tomorrow at the Board meeting if he is present. If he wishes to continue for one more year, I will let you know. If he decides to “retire” from the Board, I will let you know as we are already in process for a replacement.

The federal law requires the Chamber to make the recommendation and the Commissioners to approve or disapprove. The Board bylaws are now in sync with the county in that there is a 9 year limit (three terms) for board members. The County has a set number of appointments (7 for Leon) based on population and the Workforce Investment Act law. The new law- the Workforce Innovation and Opportunity Act (WIOA) was passed this year so the Board will need to meet with the elected officials in the three counties next year to determine the new agreement once the new law goes into effect. Florida is considering being an early implementing state (July 1, 2015).

I will let you know what Mr. Seamon decides.

Jim

Jim McShane, MPA
Chief Executive Officer
CareerSource Capital Region
325 John Knox Road

Atrium Building, Suite 102
Tallahassee, FL 32303-4113
Phone: 850-617-4601
Fax: 850-410-2595
Cell: 850-559-3860
jim.mcshane@careersourcecapitalregion.com<mailto:jim.mcshane@careersourcecapitalregion.com>
Toll Free: 1 (844) CAREER1
“CareerSource Capital Region: Solutions that work for you.”
to public disclosure.

Jim,

At the Board's September 2nd meeting, Commissioners took up consideration of full Board appointments to the CareerSource Capital Region. The Board voted to appoint Gloria Pugh and George Smith, as recommended by the Chamber.

After listening to the tape of the meeting, there was considerable discussion regarding the reappointment of Fred Seamon and waiving the Board policy regarding term limits or appoint Mr. Seamon to serve in an emeritus position. Though there was a motion to waive the policy, a substitute motion was made to **extend the term of Mr. Seamon for one year**, with a request for Commissioners to seek applicants. I never had the opportunity to inform Commissioners that, under normal circumstances, CareerSource Capital Region solicits applicants and forwards to the Chamber for recommendation, and application to the Chairman. Additionally, I do not have the most recent CareerSource Capital Region Bylaws to review to see if Board can actually extend a member's term.

To summarize, Mr. Seamon would need to be notified that his term has been extended for one year - not that he has been reappointed, either by you or I. In regards to the plaque, I would discuss options with you.

Please feel free to contact me at 606-5311 (w) or 228-2125 (c). I apologize for the confusion.

Sincerely,

Christine

Christine Coble, Agenda Coordinator
County Administration
301 S. Monroe Street
Tallahassee, FL 32301
Phone: (850) 606-5311

September 5, 2014

Honorable Kristen Dozier
Chairman, Leon County Board of County Commissioners
Leon County Courthouse
301 S. Monroe Street
Tallahassee, FL 32301

Commissioner Dozier,

Based on the requirement that the Greater Tallahassee Chamber of Commerce must generate nomination and/or reappointment requests for individuals to serve on the CareerSource Board of Directors, we would ask that you consider the following member for nomination.

- John McFarlain | President, TalSearch Group

We would appreciate your considerations.

Sincerely,



Sue Dick
President/CEO
Greater Tallahassee Chamber of Commerce & the Economic Development Council
of Tallahassee/Leon County

CC:
Christine Coble
Jim McShane
Cheryl A. Cantley

EXECUTIVE COMMITTEE:

E. Edward Murray, Jr.
Chair

Rick Moore
Chair-Elect

Winston Howell
Immediate Past Chair

Kathy Bell
Treasurer

Sue Dick
President

Terrie Ard

Reggie Bouthillier

Park Broome

David Coburn

Brian Cook

Beth Corum

Thomas Haynes

Masoud Karimipour

John Medina

Bill Moor

Kimberly Moore

Julie Moreno

Jim Murdaugh


Mark O'Bryant

Mike Roberts

Ron Sachs

George Smith

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>			
Name: John Dudley McFarlain		Date: 9/04/2014	
Home Phone: 850-566-1833	Work Phone: 850-224-5300	Email: john@talsearchgroup.com	
Occupation: Business Owner	Employer:		
<p>Please check box for preferred mailing address. <input checked="" type="checkbox"/> Work Address: 1203 Governors Square Blvd, Suite 101A City/State/Zip: Tallahassee, Florida, 32301</p>			
<p><input type="checkbox"/> Home Address (Required to determine County residency) 3784 Overlook Drive City/State/Zip: Tallahassee, Florida, 32311</p>			
<p>Do you live in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, do you live within the City limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you own property in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, is it located within the City limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No For how many years have you lived in and/or owned property in Leon County? 45 years</p>			
<p>Are you currently serving on a County Advisory Committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, on what Committee(s) are you a member?</p>			
<p>Have you served on any previous Leon County committees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, on what Committee(s) have you served? _____</p>			
<p>Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference _____</p>			
<p>1st Choice: <u>Career Source Board</u> 2nd Choice: _____</p>			
<p>If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:</p>			
<p><i>If you are appointed to a Committee, you are expected to attend regular meetings.</i> How many days per month would you be willing to commit for Committee work? <input type="checkbox"/> 1 <input type="checkbox"/> 2 to 3 <input type="checkbox"/> 4 or more And for how many months would you be willing to commit that amount of time? <input type="checkbox"/> 2 <input type="checkbox"/> 3 to 5 <input type="checkbox"/> 6 or more What time of day would be best for you to attend Committee meetings? <input type="checkbox"/> Day <input type="checkbox"/> Night ** I am available to meet the required amount of time as discussed with Jim McShane.</p>			

"People Focused, Performance Driven."

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: Caucasian African American Hispanic Asian Other
Sex: Male Female
Age: _____
Disabled? Yes No

District 1 District 2 District 3 District 4 District 5

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available. References (you must provide at least one personal reference who is not a family member):

Name: _____ Phone: _____

Address: _____

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP
AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND ~~THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE~~ BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes No

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes No

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? Yes No

If yes, from whom? _____

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? Yes No If yes, please explain. I do business with the State of Florida (DEO), and would abstain from voting if it would conflict with my company's business with DEO.

"People Focused, Performance Driven."

Do you or your employer, or your spouse or child or their employers, do business with Leon County? Yes
 No If yes, please explain. My company provides Technical Consultants to the Leon County School Board.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? Yes No If yes, please explain. _____

All statements and information provided in this application are true to the best of my knowledge.

Signature: _____ 

Please return Application to:

By mail: Christine Coble, Agenda Coordinator
301 South Monroe Street
Tallahassee, FL 32301

By email: coblec@leoncountyfl.gov By fax:
850-606-5301

Online: <http://cms.leoncountyfl.gov/servicerequest/committeeapplication.aspx>

"People Focused, Performance Driven."

**Leon County
Board of County Commissioners**


Notes for Agenda Item #22

Leon County Board of County Commissioners

Cover Sheet for Agenda #22

October 14, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: First of Two Quasi-Judicial Public Hearings on a Proposed Ordinance Amending Section 10-6.652 of the Leon County Land Development Code

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development Wayne Tedder, Director, Planning, Land Management & Community Enhancement Cherie Bryant, Planning Manager
Lead Staff/ Project Team:	Susan Denny, Senior Planner, Land Use Division

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the first of two public hearings on the proposed Ordinance amending Section 10-6.652 of the Leon County Land Development Code (Attachment #1), and schedule the second and final public hearing for Tuesday, November 18, 2014 at 6:00 p.m.

Report and Discussion

Background:

At its September 24, 2013 meeting, the Board directed staff to initiate Comprehensive Plan Map amendments that would more appropriately categorize certain parcels in the Industrial Future Land Use Map (FLUM) Category to the Suburban FLUM. Additionally, the Board directed staff to develop an ordinance that would expand accessory uses in the Light Industrial (M-1) zoning district. The focus was an interest in the uses allowed in Industrial and Light Industrial zoning districts.

The proposed Future Land Use Map amendments from the Industrial FLUM to the Suburban FLUM were approved in the Comprehensive Plan Amendment Cycle 2014-1 (Attachment #2). The proposed Ordinance amends the accessory uses of the M-1 zoning district to bolster the map amendment and promote greater economic efficiency by allowing more complementary commercial uses in the M-1 district.

The proposed Ordinance amending Section 10-6.652 of the Leon County Land Development Code is essential to the following FY2012 - FY2016 Strategic Initiatives that the Board approved at its January 21, 2014 meeting:

- Implement strategies that encourage the highest quality sustainable development, business expansion and redevelopment opportunities including:
 - Identify revisions to future land uses that eliminate hindrances or expand opportunities to promote and support economic activity. (rev. 2013)

This particular Strategic Initiative aligns with the Board's Strategic Priority - Economy:

- Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program (EC2-2012).

Analysis:

The current M-1 zoning district allows a number of principal uses related to light manufacturing, processing, storage, offices, research and development, and some community and recreational facilities (Attachment #3). The M-1 district does not allow retail sales as a principal use, nor does it allow heavy industrial land uses that may have adverse noise, waste, air and water quality impacts.

Presently, the M-1 zoning district allows accessory uses within the same building or lot with a principal use, provided that the accessory uses are *"of a nature customarily incidental and subordinate to, the principal use or structure...as determined by the County Administrator or designee."* In addition, the size of the accessory use is limited to 33% of the floor area or cubic volume of the principal use or structure, except for outside storage. Light infrastructure, caretaker residential use, and outside storage are specific accessory uses allowed by right.

The proposed Ordinance would clarify that retail sales directly related to the principal uses are allowed as accessory uses. This would include, for example, sales of ammunition in indoor gun ranges, car parts in automotive service providers, and specialty items in plumbing or electrical uses.

In addition, the proposed Ordinance would specifically allow certain accessory uses, by right, that are presently allowed in the more intense I (industrial) zoning district. These uses include eating and drinking establishments, temporary employment offices, security guard services, day care, and recreational amenities for employees. Eating and drinking establishments would be required to be contained in the same structure as the principal use.

All accessory uses in the M-1 zoning district, except for outside storage, would be limited in size to 33 percent of the gross floor area of the principal building. The proposed Ordinance clarifies this size limitation and eliminates the previous cubic volume standard because it is not appropriate with large-volume warehouse type structures (Attachment #4).

Consistency with the Comprehensive Plan

M-1 zoning district is intended to be located in the Suburban or Bradfordville Mixed Use FLUM categories of the Tallahassee-Leon County Comprehensive Plan. The Suburban and Bradfordville Mixed-Use FLUM categories promote economically advantageous development with a complimentary mix of uses that limits excess roadway trips. The proposed Ordinance is consistent with the Comprehensive Plan because it promotes individuals to combine trips in some cases through the appropriate co-location of retail and other ancillary uses with light industrial uses.

Leon County Department of Development Support and Environmental Management (DESM) User Group Recommendation

The Leon County DSEM User Group reviewed the proposed Ordinance on August 12, 2014 and unanimously voted to recommend support of the Ordinance.

Planning Commission Discussion

On September 2, 2014, the Planning Commission voted unanimously (4-0) to find the proposed Ordinance consistent with the Comprehensive Plan and recommend it for adoption by the Board of County Commissioners.

Public Notification & Response:

The proposed Ordinance requires Board action. The Planning Department advertised the proposed Ordinance consistent with state statutes and the Leon County Code of Laws (Attachment #5).

Options:

1. Conduct the first of two quasi-judicial public hearings on the proposed Ordinance amending Section 10-6.652 of the Leon County Land Development Code (Attachment #1), and schedule the second and final public hearing for Tuesday, November 18, 2014 at 6:00 p.m.
2. Conduct the first of two public hearings on the proposed Ordinance amending Section 10-6.652 of the Leon County Land Development, and do not schedule the second and final public hearing.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Ordinance
2. Comprehensive Plan Amendment #PCM140103
3. Current M-1 zoning district
4. Examples of industrial buildings
5. Public notice

VSL/WT/CB/RS/SD/sd

1 Section 10-6.652. M-1 Light Industrial District.

PERMITTED USES		
1. District Intent	2. Principal Uses	3. Accessory Uses
<p>The M-1 district is intended to be located in areas designated Bradfordville Mixed Use or Suburban on the Future Land Use Map of the Comprehensive Plan shall apply to urban areas with convenient access to transportation facilities, where light manufacturing, processing, storage, community and recreational facilities and other activities compatible with light industrial operations are permitted. The district is not intended to accommodate heavy industrial operations or to accommodate commercial or residential development which would restrict the principal light industrial operations.</p>	<p>(1) Armored truck services. (2) Assembly of apparel and accessories. (3) Automotive service and repair, including car wash. (4) Bottling plants. (5) Broadcasting studios. (6) Building contractors and related services. (7) Cemeteries. (8) Communications and utilities. (9) Community services, including vocational schools and police/fire stations. Libraries, elementary, middle, or high schools are prohibited. Other community services may be allowed in accordance with Section 10-6.806 of these regulations. (10) Crematoriums. (11) Distribution facilities. (12) Dry cleaning plants. (13) Food processing, excluding slaughter. (14) Golf courses. (15) Gun firing ranges (indoor). (16) Heavy infrastructure (maintenance yards, motor pools, airports, land fills, sewage treatment plants, etc.).</p>	<p>(17) Laboratories; research and development activities. (18) Lawn and tree removal services. (19) Manufacturing (consistent with the definition of light industrial). (20) Non-medical offices and services, including business and government offices and services. (21) Off-street parking facilities. (22) Passive and active recreational activities. (23) Pest control services. (24) Printing and publishing. (25) Repair services, non-automotive. (26) Towing, wrecking, and recovery services. (27) Transportation and freight handling activities. (28) Warehouses, mini-warehouses, or self-storage facilities. (29) Welding and machine shops. (30) Wholesale activities. (31) Wholesale building supplies. (32) Other uses, which in the opinion of the County Administrator or designee, are of a similar and compatible nature to those uses described in this district.</p> <p>(1) A <u>lawfully established</u> use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the <u>gross floor area or cubic volume</u> of the principal use or structure, as determined by the County Administrator or designee. The 33 percent limitation does not apply to outdoor storage that is accessory to a permitted principal use.</p> <p>(2a) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the County Administrator or designee. (3b) Residential use (intended for watchman or guard not to exceed 1 dwelling unit per industrial use). (4c) Outdoor storage (without the 33 percent limitation), provided it complies with Section 7 below. <u>(d) The following uses are permitted accessory uses in this district:</u></p> <p><u>1. Eating and drinking establishments such as cafeterias or snack bars, (located within the interior of any permitted use.)</u></p> <p><u>2. Temporary employment</u></p> <p><u>3. Security Guard Service</u></p> <p><u>4. Day Care Centers-- licensed day care services as described in and regulated by section 10-6.811.</u></p> <p><u>5. Recreational amenities—provided as an accessory to a permitted uses established within the district for use by employees management, and their guests.</u></p> <p><u>6. Retail sales—provided the sales are directly related to the principal light industrial use(s), e.g. gun sales at an indoor shooting range. Retail sales must be limited to no more than 33% of the gross floor area.</u></p>

2

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DEVELOPMENT STANDARDS (continued on page 1 of 2)									
Permitted Principal Commercial Uses Numbers (3), (21), (25)	none	none	none	25 feet	none	25 feet	10 feet	10,000 square feet of gross building floor area per parcel	3 stories
All Other Permitted Principal Non-Residential Uses	none	none	none	25 feet	none	25 feet	10 feet	20,000 square feet of gross building floor area per acre. 50,000 square feet of gross building floor area per acre for storage areas within buildings.	3 stories
<p>7. Criteria for Outdoor Storage: Outdoor storage is permitted as an accessory use to a permitted principal use (without the 33 percent limitation) if the outdoor storage area is screened with an opaque material (an opaque material may include vegetation). The opacity requirements are as follows: 100 percent along any property line that adjoins an existing residential use; 80 percent along any property line that adjoins any other type of use other than residential (commercial, office, etc.) or a street right-of-way. The determination of the adequacy of the opaque material will be evaluated at the time of permitting.</p> <p>8. Street Vehicular Access Restrictions: Properties in the M-1 zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from non-residential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, and RP</p> <p>9. Fencing Requirement: All areas proposed for use, currently used, or previously used, in open-pit mining operations and/or construction and demolition debris disposal must be secured by a fence, unless the area is determined to be a reclaimed open-pit mine by the county administrator or designee. The fence must be at least four feet in height with openings that will reject the passage of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain locked when workers or employees of the land owner or mining company are not present at the site. At every gate or access point, at least one sign must be posed which states, in at least four-inch tall letter, "Danger," "Keep Out," "No Trespassing," or similar language to indicate that there may be hazardous conditions on the premises.</p>									

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GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrence Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

1 **SECTION 2.** Conflicts. All ordinances or parts of ordinances in conflict with the provisions of
2 this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this
3 Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County
4 Comprehensive Plan, as amended, which provisions shall prevail over any parts of this
5 Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.

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7 **SECTION 3.** Severability. If any section, subsection, sentence, clause, phrase, or portion of
8 this article is for any reason held invalid or unconstitutional by any court of competent
9 jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and
10 such holding shall not affect the validity of the remaining portions of this Ordinance.

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12 **SECTION 4.** Effective date. This ordinance shall be effective according to law.

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DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County,
Florida, this ____ day of _____, 2014.

LEON COUNTY, FLORIDA

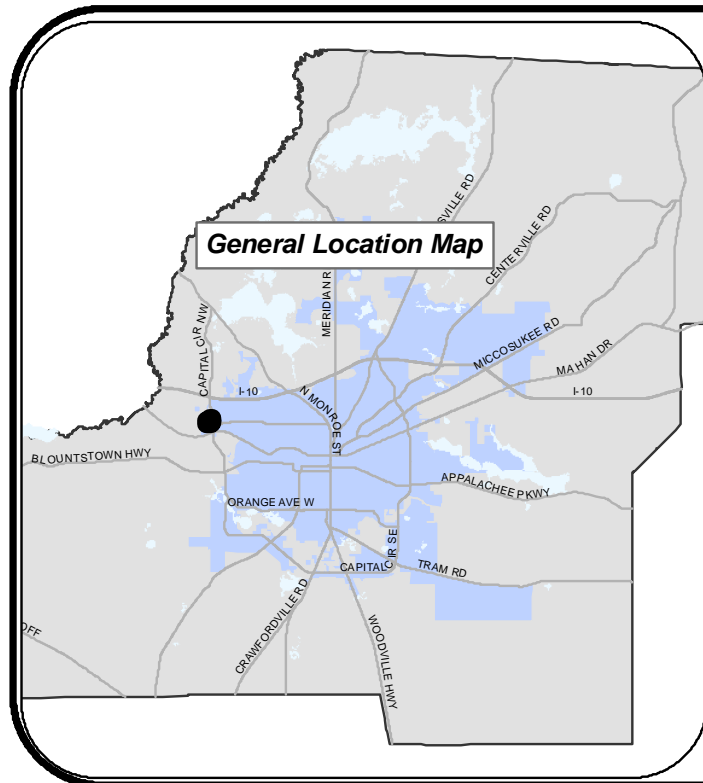
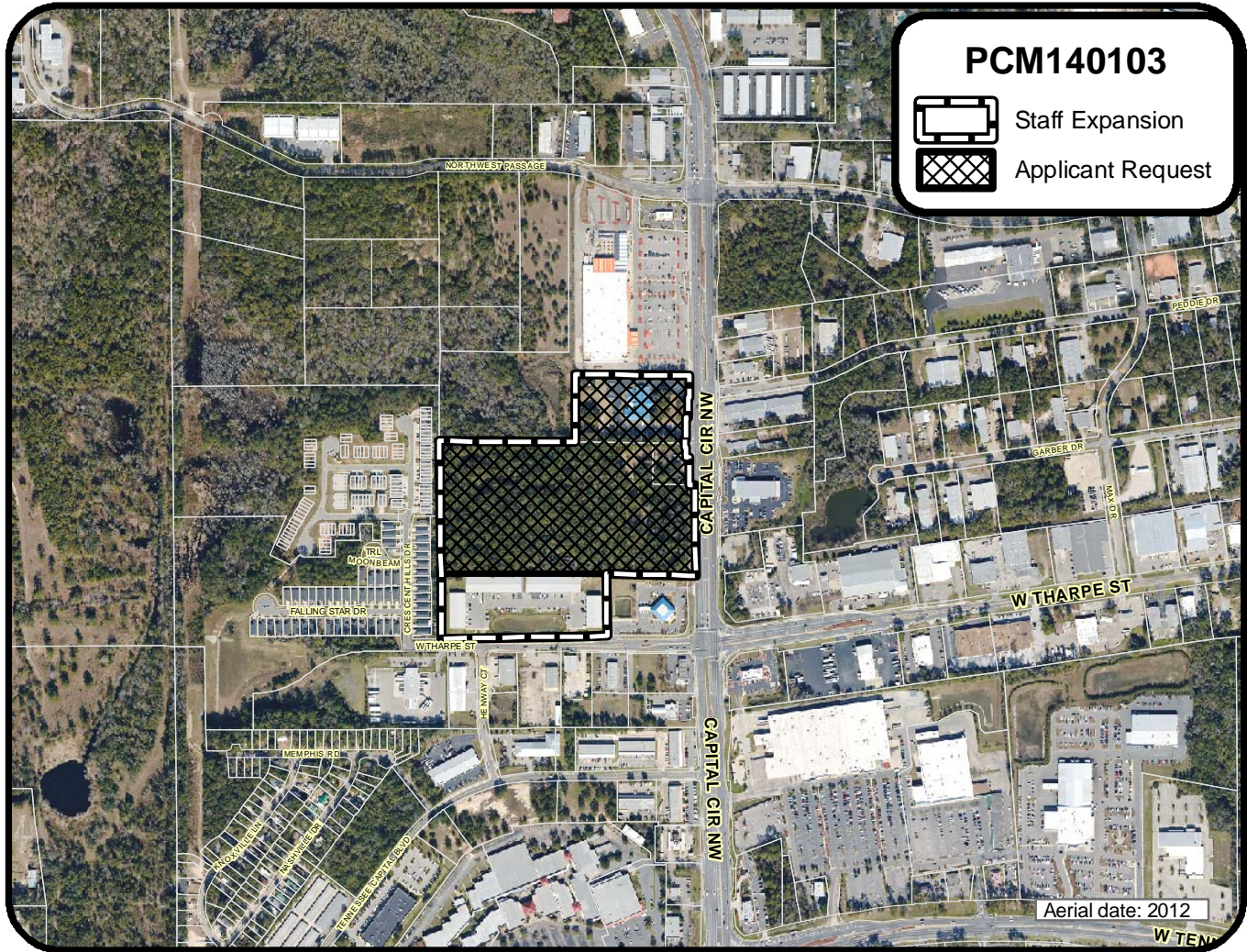
BY: _____
KRISTIN DOZIER, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY



**Capital Circle NW
PCM140103**

Leon County
Board of
County Commissioners

Applicant Request

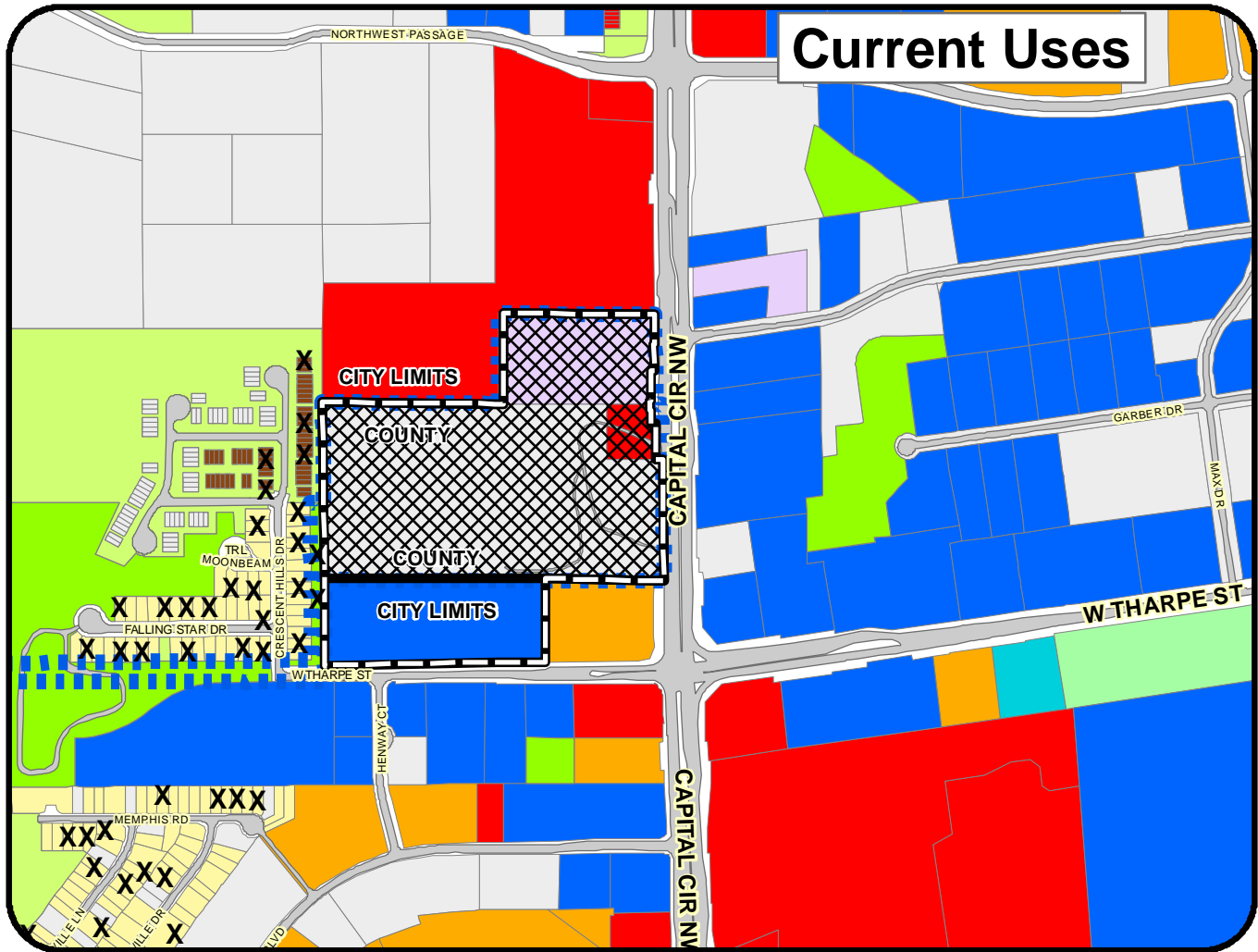
SITE TAX ID:
21-19-51-049-1100
21-19-51-051-1110
21-19-51-051-1111

ACRES: 23.50 ±



Staff expansion
PARCEL TAX ID:
21-19-55- A-0010
ACRES: 6.06 ±

Total Acreage 29.56 ±


















Legend

-  Applicant Request
-  Staff Expansion
- X** Homestead Exemption Parcels

Current Uses (Oct. 2013)

- | | |
|--|---|
|  Single Family Detached/Mobile Home |  School |
|  Multi-Family |  Open Space Undesignated |
|  Retail |  Open Space Common Areas |
|  Office |  Open Space Resource Protection |
|  Warehouse |  Religious/Non-profit |
|  Government Operation |  Transportation/Communications/Utilities |
| |  Vacant |

Capital Circle NW PCM140103

Leon County
Board of
County Commissioners

Applicant Request

SITE TAX ID:
21-19-51-049-1100
21-19-51-051-1110
21-19-51-051-1111

ACRES: 23.50 ±

Staff expansion

PARCEL TAX ID:
21-19-55- A-0010

ACRES: 6.06 ±




Total Acreage: 29.56 ±

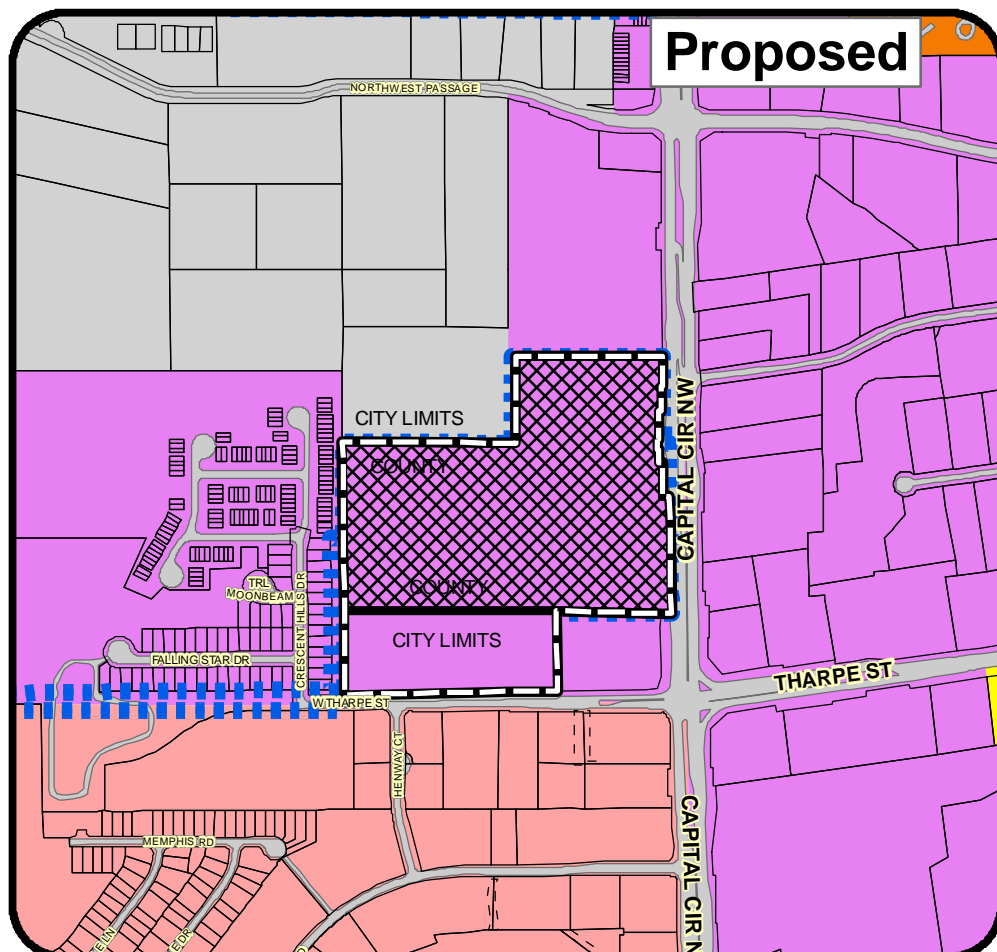
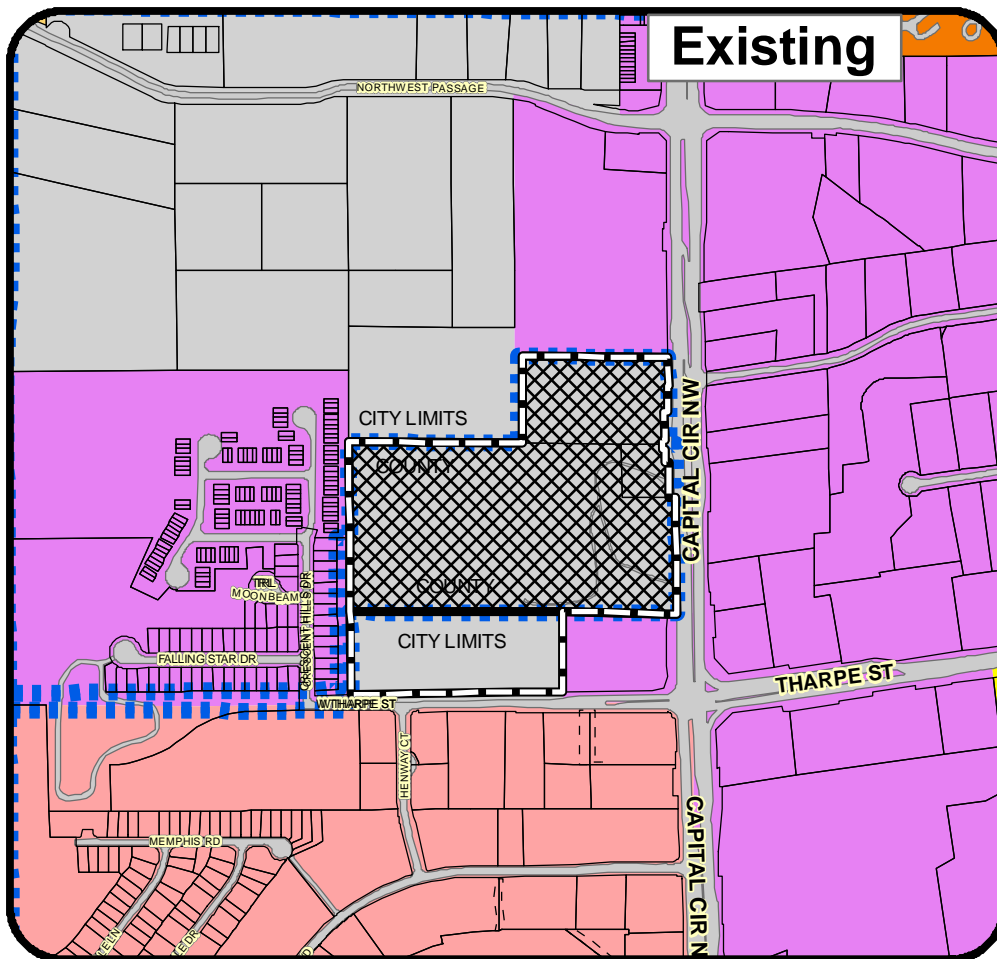


Future Land Use

Legend

-  Activity Center
-  Industrial
-  Governmental Operation
-  Residential Preservation
-  Suburban

-  Applicant Request
-  Staff Expansion
-  City Limits



**Capital Circle NW
PCM140103**
Leon County
Board of
County Commissioners

**Existing
Industrial**

**Proposed
Suburban**

Applicant Request

SITE TAX IDs:

21-19-51-049-1100

21-19-51-051-1110

21-19-51-051-1111

ACRES: 23.50 ±

Staff expansion

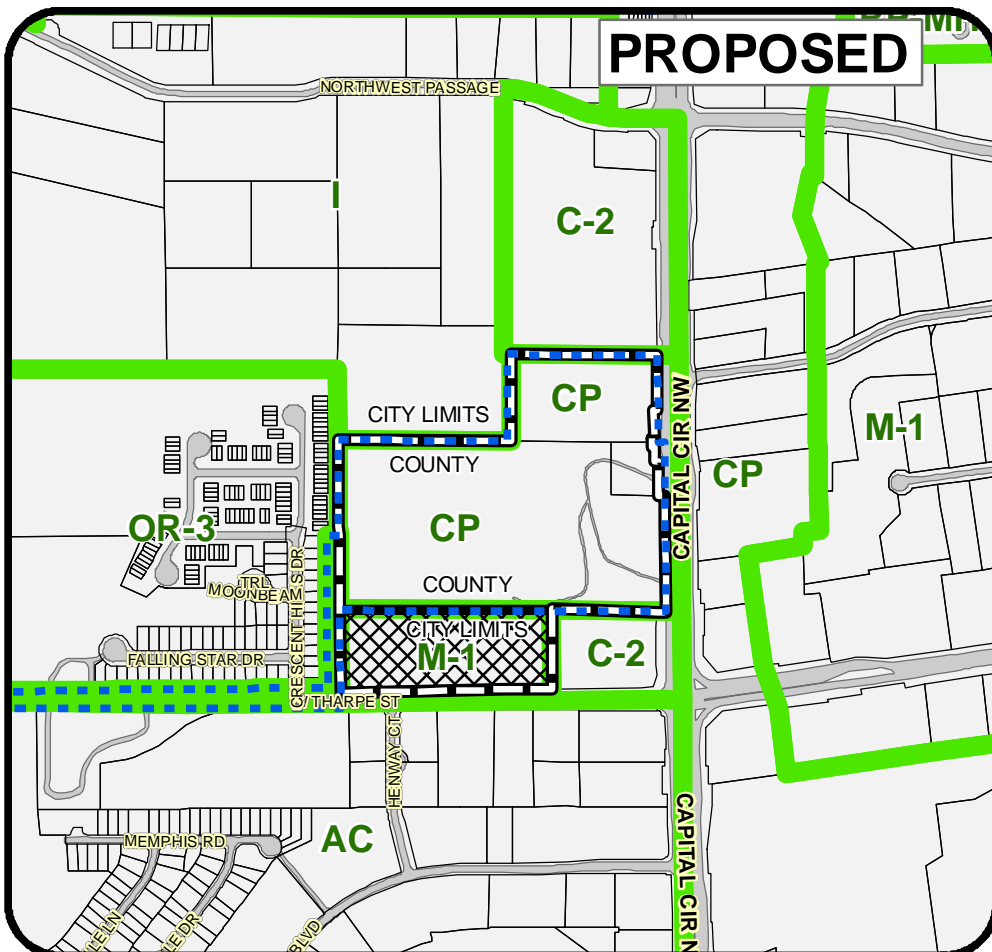
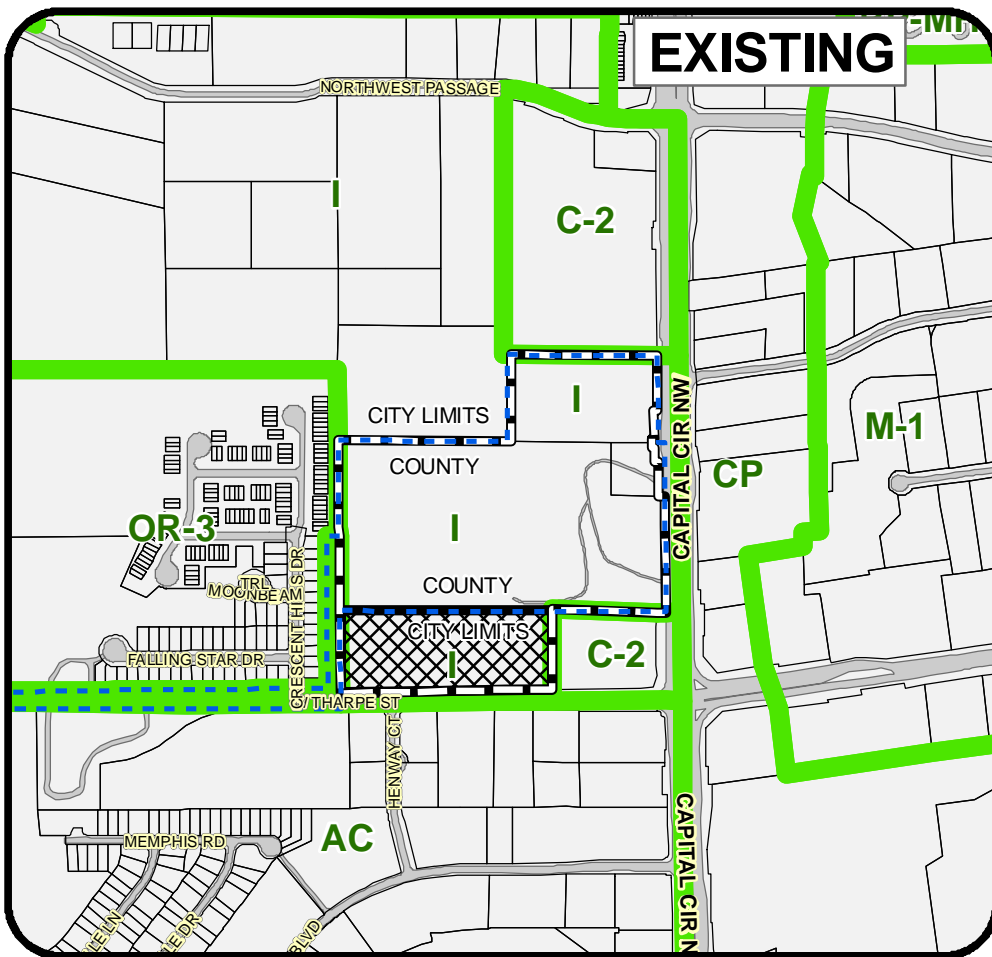
TAX IDs:

21-19-55- A0010

ACRES: 6.06 ±




Total Acreage 29.56 ±





ZONING

Legend

-  Subject Parcels
-  Staff Expansion Parcel
-  zoning

Capital Circle NW PCM140103

Leon County
Board of
County Commissioners

Existing
Industrial

Proposed
CP Commercial Parkway
and
M-1 Light Industrial

Applicant Request

SITE TAX IDs:
21-19-51-049-1100
21-19-51-051-1110
21-19-51-051-1111

ACRES: 23.50 ±

Staff expansion

TAX IDs:
21-19-55- A0010
ACRES: 6.06 ±

Total Acreage 29.56 ±



MAP AMENDMENT #: PCM140103**APPLICANT: Leon County Board of County Commissioners****TAX I.D. # s:****Original Request: 21-19-51-049-1100, 21-19-51-051-1110, 21-19-51-051-1111 (±23.50 acres)****Staff Recommended Expansion Parcel: 21-19-55 A0010 (±6.06 acres)****CITY X COUNTY X****CURRENT DESIGNATION: Industrial****REQUESTED DESIGNATION: Suburban****DATE: February 13, 2014****PRELIMINARY STAFF RECOMMENDATION: Approve the amendment as expanded to include 4 properties and 29.56 acres.****A. SUMMARY:**

This is a request to change the Future Land Use Map designation from "Industrial" to "Suburban" on three parcels totaling 23.50 acres located at Capital Circle Northwest, between Tharpe Street and the Northwest Passage. Staff also recommends expanding the boundary of the proposed change to incorporate one additional developed parcel to the south of the request that is currently designated as Industrial. The existing Industrial category is intended to be the proper location for storage, manufacturing, distribution, and wholesaling activities with the potential for producing detectable negative off-site impacts (such as smoke, dust, particulate matter, noxious gases, noise, and vibration). The Industrial category also accommodates uses that have considerable impacts on infrastructure and utilities and is intended to be located with access and facilities for truck and/or rail shipment, transfer, or delivery.

Two of the parcels, at this location, have been developed with structures not designed for industrial use (the Moose Lodge and a vacant retail building) and the rear of the third parcel is adjacent to Crescent Hills subdivision and condominiums. The fourth, staff recommended expansion parcel, is located in the City Limits and consists of a commercial park. The proposed Suburban category is more consistent with the existing development patterns, current uses, and expected future development demands. The category allows for a variety of office, retail and commercial uses and housing up to 20 units per acre. The property owners of the subject site have expressed an interest in this amendment to help expand economic opportunities and for the protection of their current uses. On September 24, 2013, the Board of County Commissioners initiated this amendment to further the following strategic initiative:

(EC2) - "Identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity (rev.2013)."

In addition, an implementing rezoning application has been filed concurrent with this amendment requesting a zoning change from Industrial to Commercial Parkway (CP) for the three parcels located in the County and Light Industrial (M-1) for the parcel located in the City.

B. REASONS FOR RECOMMENDATION FOR APPROVAL:

1. The proposed change for the 4 properties is consistent with the Comprehensive Plan in that it concentrates development into a location that offers the greater opportunity for higher density and mixture of uses consistent with the Urban Service Area policies.
2. The proposed change furthers several strategies and recommendations from the Board of County Commissioners FY2012 & FY2013 Strategic Initiatives, including Strategic Priority (EC2) "Support business expansion and job creation...." and Strategic Initiative (EC2) "Identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity."
3. The subject parcels are within an urban node currently providing commercial/retail uses for nearby neighborhoods. Such nodes can be characterized by a mix of higher intensity services and uses, more dense housing choices, easy access to mass transit, and increased walkability made possible by an interconnected sidewalk system.
4. The proposed Suburban category is consistent with the mix of land use patterns in the area. Land uses near the site include office, commercial, and mixed housing densities. The subject site is also in close proximity to shopping and employment opportunities and is served by transit, sidewalks, and central water and sewer, all of which promote the intent of the category.

C. APPLICANT'S REASON FOR THE AMENDMENT:

This amendment furthers Board of County Commissioners Strategic Initiative # EC2 to "identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity (rev. 2013)." The proposed amendment will support the expansion and redevelopment of the subject sites and provide a future land use category that is consistent with the development patterns and existing uses in the area. The subject parcels are owned by Earnest Steele and the Loyal Order of Moose. The three parcels are located in unincorporated Leon County and have frontage on Capital Circle Northwest. Two of the parcels have been developed with structures not designed for industrial use (the Moose Lodge and a glass front retail type building), and the back of the third parcel is adjacent to the Crescent Hills subdivision and condominiums. The subject property owners have expressed an interest in this amendment to help expand opportunities for economic activity, and to protect their current uses.

D. STAFF ANALYSIS:

At their December 2012 Retreat, the Board of County Commissioners amended an existing strategic initiative to include "identifying revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity." Specifically,

staff was asked to examine the Industrial zoned lands, and uses allowed in Industrial and Light Industrial districts. The proposed amendment furthers this strategic initiative of the Board. It is also consistent with the Comprehensive Plan in that it concentrates development into a location that offers the greater opportunity for higher density and mixture of uses consistent with the Urban Service Area policies.

The Industrial future land use category is intended to be the proper location for storage, manufacturing, distribution, and wholesaling activities with the potential for producing detectable negative off-site impacts (such as smoke, dust, particulate matter, noxious gasses, noise, and vibration). It also accommodates uses that have considerable impacts on infrastructure and utilities and is to be located with access and facilities for truck and/or rail shipment, transfer, or delivery. Ancillary commercial uses such as offices, childcare, and restaurants, designed and limited to serve persons working in the district are allowed. Other commercial uses are not allowed because they have the potential to encroach upon or displace industrial uses, for which appropriate locations are at a premium.

Staff has been in contact with two land owners with property currently located in the Industrial district adjacent to Capital Circle Northwest. These owners have expressed an interest in a Comprehensive Plan amendment and rezoning to a different district to help expand opportunities for economic activity and for protection of their current uses. The properties are owned by Mr. Earnest Steele and the Loyal Order of Moose. The three parcels are located in the unincorporated County and have frontage on Capital Circle Northwest. Two of the parcels have been developed with structures not designed for industrial use (the Moose Lodge, and a glass front retail type building) and the back of the third parcel is adjacent to the Crescent Hills subdivision and condominiums.

In staff's review of the subject site and surrounding area, it was noted that an additional parcel would be appropriate for consideration in this amendment request because of its location and current use. The parcel is in the City limits and is located immediately south of the subject site. The parcel (ID 21-19-55 A0010) consists of a commercial park with warehousing, office, and light industrial uses more appropriate for the Suburban future land use category. The parcel is owned by Huntley Park LLC and consists of approximately 6.06 acres. The property owner representative has informed staff that he would like to be included in the proposed amendment, and staff has expanded the proposed amendment to include the site (see current uses map in the introductory map set to this report).

Removing acreage from the Industrial district is to be approached with attention. It is generally accepted that establishing new Industrial areas is very difficult due to the potential for off-site impacts from the types of uses allowed. There are currently 490 acres of Industrial lands in Leon County (including City Limits). This is down from 972 acres when the district was established in 1991, a 50% decrease. While much of this may have been necessary to correct the less than anticipated need for Industrial land, it is worth noting this decrease. The following table provides information on the existing acres of Industrial land in unincorporated Leon County and the City of Tallahassee. The table provides additional information regarding the presence of wetlands and vacant areas in the Industrial district. The proposed amendment for the Steele and Moose properties is a total of 23.5 acres, 18 of which are vacant.

Table 1: Acres Data on Industrial Land in Leon County

Description	Acres
Total Industrial in Unincorporated Leon County	314
Total Industrial in City Limits	176
<i>Leon County Total Industrial</i>	<i>490</i>
Total Industrial less wetlands (Unincorporated)	294
Total Industrial less wetlands (City Limits)	135
<i>Leon County Total Industrial less wetlands</i>	<i>429</i>
Total Vacant Industrial (Unincorporated)	69
Total Vacant Industrial (City Limits)	101
<i>Leon County Total Vacant Industrial</i>	<i>170</i>
Total Vacant Industrial less wetlands (Unincorporated)	65
Total Vacant Industrial less wetlands (City Limits)	74
<i>Leon County Total Vacant Industrial less wetlands</i>	<i>139</i>

Proposed Future Land Use Map Designation: Suburban

The proposed Suburban future land use category permits a wide range of uses from housing up to 20 units per acre to retail/office and light industrial uses. Land Use Element Policy 2.2.5 establishes the Suburban land use category to create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. The Suburban category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects are encouraged, though not required.

Policy 2.2.5 also states that allowed land uses within Suburban are regulated by zoning districts which implement the intent of the category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community. The proposed Suburban category is more consistent with the existing development patterns and current uses, and for future development.

If this proposed change is approved, a zoning change from Industrial to C-2 General Commercial is being requested to implement the amendment. The C-2 district is intended to be located in areas designated Suburban on the FLUM and shall apply to areas with direct access to major collectors or arterial roadways located within convenient travelling distance to several neighborhoods. The district is not intended to accommodate large scale commercial or service activities, but rather small groups of retail commercial, professional, office, and community and recreational services. The proposed zoning is consistent with the development patterns in the vicinity of the request and current development on two of the sites.

Updated Rezoning Information (2/13/2014)

Since the initial report to the Local Planning Agency, staff has determined that the C-2 zoning district for this area with the proposed zoning changes will exceed the allowed acreage for the district. In the Land Development Code, C-2 districts shall not exceed 30 acres or be located closer than ¼ mile to other C-1 or C-2 districts. The subject parcels are located between C-2 zoning to the north and the south. The current C-2 zoned parcels total 22.93 acres and include two parcels owned by Home Depot to the north and the First Commerce Credit Union to the south. Because of this, staff is amending the rezoning application for the amendment. Staff recommends the three parcels located in the County be rezoned from Industrial to Commercial Parkway (CP) and the parcel in the City be rezoned to Light Industrial (M-1). The CP zoning district is intended for areas exhibiting an existing development pattern of office, general commercial, retail, and automotive commercial development. Under the Suburban Future Land Use Map category, new CP districts shall have access to arterial or major collector streets. While, the three parcels located in the County all have access on Capital Circle and meet the CP access requirement, the parcel located within the City Limits does not. As noted previously, the parcel in the City is being recommended for M-1 zoning. The M-1 zoning district allows for indoor manufacturing, distribution, warehousing, auto repair, and office uses which are consistent with the current development and use of the site.

Lastly, the affected property owners have been informed of the rezoning amendment and support staff's recommendation.

E. ENVIRONMENTAL FEATURES & IMPACT ON INFRASTRUCTURE:

1. Environmental Features: The subject property is within the Lake Munson drainage basin. Although one of the three subject parcels (#21-19-51-051-1111) is heavily forested, county environmentally sensitive maps currently indicate no protected or other significant environmental features onsite. An onsite Natural Features Inventory may reveal the presence of other unknown environmental features.
2. Water/Sewer: City water and sewer are available to the area.
3. Transportation:

Transit Availability: The subject site and surrounding area are serviced by Star Metro. There are transit stops on each side of Capital Circle Northwest near the subject site.

Bicycle/Pedestrian Facilities Availability: There are sidewalks and bicycle lanes on each side of Capital Circle Northwest in the vicinity of the subject site.

Transportation Analysis and Conclusion: Capital Circle Northwest is a principle arterial roadway that has been recently improved with sidewalks, bike lanes and four lanes. Based on the highest and most intense use of the subject site under the proposed change to Suburban with C-2 zoning, 3,477.5 additional PM Peak Hour trips would be generated. However, transportation concurrency will be determined when a site plan for development is submitted in the future.

1. Schools: The subject site is in the Riley, Griffins and Godby school attendance zones.

School Name	Riley Elementary	Griffin Middle	Godby High
Potential Students Generated	55	22	18
Present Capacity	-174	419	290
Post Development Capacity	-229	397	272

The table above depicts preliminary calculations provided by School Board staff based on the maximum residential development allowed under the requested future land use category. Final school concurrency calculations will be conducted in the future when a site plan for proposed development is submitted.

F. CONCLUSION:

Based on the above data and analysis, staff concludes the following:

1. The proposed change for the four subject properties is consistent with the Comprehensive Plan in that it concentrates development into a location that offers the greater opportunity for higher density and mixture of uses consistent with the Urban Service Area policies.
2. The proposed change furthers several strategies and recommendations from the Board of County Commissioners FY2012 & FY2013 Strategic Initiatives, including Strategic Priority (EC2) “Support business expansion and job creation.....” and Strategic Initiative (EC2) “Identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity.”
3. The subject parcels are within an urban node currently providing commercial/retail uses for nearby neighborhoods. Such nodes can be characterized by a mix of higher intensity services and uses, more dense housing choices, easy access to mass transit, and increased walkability made possible by an interconnected sidewalk system.
4. The proposed Suburban category is consistent with the mix of land use patterns in the area. Land uses near the site include office, commercial, and mixed housing densities. The subject site is also in close proximity to shopping and employment opportunities and is served by transit, sidewalks, and central water and sewer. All of which promotes the intent of the category.

Thus, based on the data, analysis, and conclusions, staff is recommending approval of this amendment.

Section 10-6.652. M-1 Light Industrial District.

1. District Intent	PERMITTED USES											
	2. Principal Uses				3. Accessory Uses							
The M-1 district is intended to be located in areas designated Bradfordville Mixed Use or Suburban on the Future Land Use Map of the Comprehensive Plan shall apply to urban areas with convenient access to transportation facilities, where light manufacturing, processing, storage, community and recreational facilities and other activities compatible with light industrial operations are permitted. The district is not intended to accommodate heavy industrial operations or to accommodate commercial or residential development which would restrict the principal light industrial operations.	(1) Armored truck services. (2) Assembly of apparel and accessories. (3) Automotive service and repair, including car wash. (4) Bottling plants. (5) Broadcasting studios. (6) Building contractors and related services. (7) Cemeteries. (8) Communications and utilities. (9) Community services, including vocational schools and police/fire stations. Libraries, elementary, middle, or high schools are prohibited. Other community services may be allowed in accordance with Section 10-6.806 of these regulations. (10) Crematoriums. (11) Distribution facilities. (12) Dry cleaning plants. (13) Food processing, excluding slaughter. (14) Golf courses. (15) Gun firing ranges (indoor). (16) Heavy infrastructure (maintenance yards, motor pools, airports, land fills, sewage treatment plants, etc.).				(17) Laboratories; research and development activities. (18) Lawn and tree removal services. (19) Manufacturing (consistent with the definition of light industrial). (20) Non-medical offices and services, including business and government offices and services. (21) Off-street parking facilities. (22) Passive and active recreational activities. (23) Pest control services. (24) Printing and publishing. (25) Repair services, non-automotive. (26) Towing, wrecking, and recovery services. (27) Transportation and freight handling activities. (28) Warehouses, mini-warehouses, or self-storage facilities. (29) Welding and machine shops. (30) Wholesale activities. (31) Wholesale building supplies. (32) Other uses, which in the opinion of the County Administrator or designee, are of a similar and compatible nature to those uses described in this district.				(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the County Administrator or designee. The 33 percent limitation does not apply to outdoor storage that is accessory to a permitted principal use. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the County Administrator or designee. (3) Residential use (intended for watchman or guard not to exceed 1 dwelling unit per industrial use). (4) Outdoor storage (without the 33 percent limitation), provided it complies with Section 7 below.			
Use Category	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions				
	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)			
Permitted Principal Commercial Uses Numbers (3), (21), (25)	none	none	none	25 feet	none	25 feet	10 feet	10,000 square feet of gross building floor area per parcel	3 stories			
All Other Permitted Principal Non-Residential Uses	none	none	none	25 feet	none	25 feet	10 feet	20,000 square feet of gross building floor area per acre. 50,000 square feet of gross building floor area per acre for storage areas within buildings.	3 stories			
FOR ADDITIONAL DEVELOPMENT STANDARDS, REFER TO PAGE 2 OF 2												

DEVELOPMENT STANDARDS (continued from page 1 of 2)

- 7. Criteria for Outdoor Storage:** Outdoor storage is permitted as an accessory use to a permitted principal use (without the 33 percent limitation) if the outdoor storage area is screened with an opaque material (an opaque material may include vegetation). The opacity requirements are as follows: 100 percent along any property line that adjoins an existing residential use; 80 percent along any property line that adjoins any other type of use other than residential (commercial, office, etc.) or a street right-of-way. The determination of the adequacy of the opaque material will be evaluated at the time of permitting.
- 8. Street Vehicular Access Restrictions:** Properties in the M-1 zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from non-residential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, and RP
- 9. Fencing Requirement:** All areas proposed for use, currently used, or previously used, in open-pit mining operations and/or construction and demolition debris disposal must be secured by a fence, unless the area is determined to be a reclaimed open-pit mine by the county administrator or designee. The fence must be at least four feet in height with openings that will reject the passage of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain locked when workers or employees of the land owner or mining company are not present at the site. At every gate or access point, at least one sign must be posed which states, in at least four-inch tall letter, "Danger," "Keep Out," "No Trespassing," or similar language to indicate that there may be hazardous conditions on the premises.

GENERAL NOTES:

- 1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.**
- 2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.**
- 3. Refer to the Concurrence Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).**

Examples of Industrial Buildings:



A light industrial building with an average cubic volume



A light industrial building with a high cubic volume

NOTICE

Notice is hereby given that the Leon County Board of County Commissioners will conduct public hearings on Tuesday, October 14, 2014 and Tuesday, November 18, 2014 at 6:00 P.M., at the County Commission Chambers, 5th Floor, Leon County Courthouse, Tallahassee, Florida to consider adoption of an ordinance entitled:

ORDINANCE NO. 14-__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATING TO THE LAND DEVELOPMENT CODE; AMENDING SECTION 10-6.652, REVISING M-1 LIGHT INDUSTRIAL DISTRICT ACCESSORY USES; PROVIDING FOR CONFLICTS

All interested parties are invited to present their comments at the public hearing at the time and place set out above. Speakers are requested to limit their comments to 3 minutes.

You are hereby notified in accordance with Chapter 286.0105, Florida Statutes, should you decide to appeal any decision made by the Board of County Commissioners or take exception to any findings of fact with respect to any matter considered at the hearing reference to above, you may need to ensure that verbatim record of the proceedings is made. Such a record shall include the testimony and evidence upon which the appeal is based.

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Community & Media Relations, 606-5300, or Facilities Management, 606-5000, by written or oral request at least 48 hours prior to the proceeding. 7-1-1 (TDD and Voice), via Florida Relay Service. For further information pertaining to this ordinance, contact the Tallahassee-Leon County Planning Department, 3rd Floor, Renaissance Building, 435 N. Macomb Street, Tallahassee, FL 32301; Phone 850-891-6400. Copies of said Ordinance may be inspected in the Planning Department.

LegalAdBCC101414

Column Size: 2 = 3.3165in

Length: 10.625 in

