

NO90000010956

(Requestor's Name)

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☐ PICK-UP

☐ WAIT

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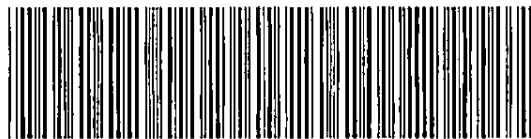
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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MAR 17 2020

## CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

The Learning Alliance, Inc.

☐ Art of Inc. File \_\_\_\_\_  
☐ LTD Partnership File \_\_\_\_\_  
☐ Foreign Corp. File \_\_\_\_\_  
☐ L.C. File \_\_\_\_\_  
☐ Fictitious Name File \_\_\_\_\_  
☐ Trade/Service Mark \_\_\_\_\_  
☒ Merger File \_\_\_\_\_  
☐ Art. of Amend. File \_\_\_\_\_  
☐ RA Resignation \_\_\_\_\_  
☐ Dissolution / Withdrawal \_\_\_\_\_  
☒ Annual Report / Reinstatement \_\_\_\_\_  
☐ Cert. Copy \_\_\_\_\_  
☐ Photo Copy \_\_\_\_\_  
☐ Certificate of Good Standing \_\_\_\_\_  
☐ Certificate of Status \_\_\_\_\_  
☐ Certificate of Fictitious Name \_\_\_\_\_  
☐ Corp Record Search \_\_\_\_\_  
☐ Officer Search \_\_\_\_\_  
☐ Fictitious Search \_\_\_\_\_  
☐ Fictitious Owner Search \_\_\_\_\_  
☐ Vehicle Search \_\_\_\_\_  
☐ Driving Record \_\_\_\_\_  
☐ UCC 1 or 3 File \_\_\_\_\_  
☐ UCC 11 Search \_\_\_\_\_  
☐ UCC 11 Retrieval \_\_\_\_\_  
☐ Courier \_\_\_\_\_

Signature \_\_\_\_\_

Requested by: Seth

03/13/20

Name

Date

Time

Walk-In \_\_\_\_\_

Will Pick Up \_\_\_\_\_

**ARTICLES OF MERGER**  
(Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

Name	Jurisdiction	Document Number
THE LEARNING ALLIANCE, INC., a Florida Not for Profit Corporation	Florida	N09000006956

Second: The name and jurisdiction of each merging corporation:

Name	Jurisdiction	Document Number
KINDERGARTEN READINESS COLLABORATION OF INDIAN RIVER COUNTY, INC., a Florida Not for Profit Corporation	Florida	NI5000011690

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on April 1, 2020.

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION. There are no members entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on March 10, 2020. The number of directors in office was 15. The vote for the plan was as follows: 15 FOR 0 AGAINST.

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION. There are no members entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on March 5, 2020. The number of directors in office was 10. The vote for the plan was as follows: 7 FOR 3 AGAINST.

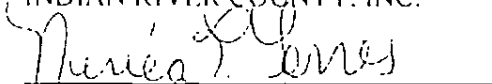
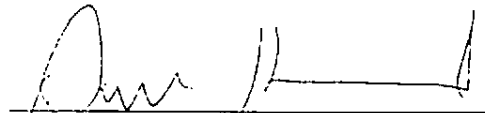
Seventh: SIGNATURES FOR EACH CORPORATION.

SURVIVING CORPORATION

MERGING CORPORATION

THE LEARNING ALLIANCE, INC.

KINDERGARTEN READINESS COLLABORATION OF INDIAN RIVER COUNTY, INC.



By: Barbara Hammond  
Its: Chief Executive Officer ("CEO")

By: Nivea Torres  
Its: Executive Director

### PLAN OF MERGER

The following plan of merger ("Plan") is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

1. The name and jurisdiction of the surviving corporation:

Name	Jurisdiction	Principal Office Address
THE LEARNING ALLIANCE, INC., a Florida Not for Profit Corporation	Florida	2066 14 <sup>th</sup> Avenue 102 Vero Beach, FL 32960

2. The name and jurisdiction of the merging corporation:

Name	Jurisdiction	Principal Office Address
KINDERGARTEN READINESS COLLABORATION OF INDIAN RIVER COUNTY, INC., a Florida Not for Profit Corporation	Florida	1555 Indian River Blvd Suite B245 Vero Beach, FL 32960

3. The terms and conditions of the merger are as follows:

All property owned by the Merging Corporation, illustrated by the attached "Exhibit A" which contains a non-exhaustive list of the property held by the Merging Corporation as of February 13, 2020, shall be transferred to the Surviving Corporation.

4. A statement of any changes in the articles of incorporation of the Surviving Corporation to be effected by such merger:

No change will be made to the articles of incorporation of the Surviving Corporation.

5. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

The Merging Corporation and the Surviving Corporation were formed on a non-member basis and no individual holds any interests, shares, obligations or other securities in the Merging Corporation. Thus, there will be no membership interests to convert, nor any interests, shares, obligations or other securities in any of the corporations to convert and this paragraph is inapplicable.

6. The manner and basis of converting rights to acquire interests, shares, obligations or other

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securities of each Merging Corporation into rights to acquire interests, shares, obligations or other securities of the Surviving Corporation, in whole or in part, into cash or other property are as follows:

No individual of the Merging Corporation or the Surviving Corporation has any rights to acquire shares or obligations in the Merging Corporation or the Surviving Corporation. Thus, there will be no rights to acquire in any of the corporations and this paragraph is inapplicable.

7. The names and addresses of the Directors of the Surviving Corporation are as follows:

Name	Address
Frances Adams	PO Box 1047 Sebastian, FL 32978
Kjestine Bijur	10855 Charleston Drive Vero Beach, FL 32963
David Dyer	4091 Ocean Drive Apt. 401 Vero Beach, FL 32963
Lucinda Gedeon	4132 W. 16 <sup>th</sup> Square Vero Beach, FL 32967
David Griffin	650 Lagoon Road Vero Beach, FL 32963
Barbara Hammond	4683 Pebble Bay Circle Vero Beach, FL 32963
Sandra Hammonds	606 Ocean Road Vero Beach, FL 32963
James Kelly	510 Bay Drive Vero Beach, FL 32963
Arthur Ryan	2210 East Ocean Oaks Lane Vero Beach, FL 32963
Virginia Schwerin	667 Ocean Road Vero Beach, FL 32963
Burton Tremaine	101 Clarkson Lane Vero Beach, FL 32963
Liz Woody Remington	815 Live Oak Lane Vero Beach, FL 32963
Raymond Oglethorpe	629 Lake Drive Vero Beach, FL 32963
Donald Rieller	512 Bay Drive Vero Beach, FL 32963
Andrew Sowers	275 Coconut Palm Road Vero Beach, FL 32963

8. All statements that are required by the laws of the jurisdiction(s) under which each non-Florida

business entity that is a party to the merger is formed, organized, or incorporated are as follows:

There are no non-Florida business entities that are parties to this merger. Accordingly, no additional statements are required under the laws of the jurisdiction of Florida and, further, no additional statements are required in order to complete this merger.

9. Additional non-binding understandings between the Merging Corporation and the Surviving Corporation are as follows:

- a. The Merging Corporation currently has four (4) employees that are employed on an "at-will basis" illustrated by the letters attached hereto as "**Exhibit B**". The Surviving Corporation intends to maintain such employment; however, the job descriptions and employment terms may change after the merger in order to suit the Surviving Corporation's employment needs.
- b. The Merging Corporation currently has several Memorandum of Understandings ("MOUs") with various organizations attached hereto as "**Exhibit C**". The Surviving Corporation understands that such MOUs may not constitute legally binding obligations, however the Surviving Corporation intends to continue such MOUs. Notwithstanding the intent to continue such MOUs it is the Merging Corporation's understanding that the Surviving Corporation may cancel any or all MOUs at any time for whatever reason after the date of the merger.

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**"Exhibit A"**  
**Kindergarten Readiness Collaborative**  
**Assets**

	As of February 13, 2020	Feb 13, 20	
Current Assets			
Checking/Savings			
	Seacoast Checking	95,094.78	
Total Checking/Savings		95,094.78	
Other Current Assets			
	Prepaid Insurance	981.37	
	Prepaid Rent and Other Expenses	3,290.00	Prepaid Sales Force Support Contract
Total Other Current Assets		4,271.37	
Total Current Assets		99,366.15	
Fixed Assets			
	Accum Depr - Equip and Equip	3,652.64	
	Computer Equipment	6,319.94	
	Furniture and Equipment	7,683.11	Detail Below
	Website	1,000.00	
Total Fixed Assets		11,320.14	
Other Assets			
	Security Deposits Asset	2,000.00	Security and Last Months Rent
Total Other Assets		2,000.00	
TOTAL ASSETS		112,686.59	

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CLERK OF SUPERIOR COURT  
JULIA A. HARRIS

Kindergarten Readiness Collaborative  
Fiscal Year End 6/30/18  
Depreciation

Purchase Date	Asset Name	Purchase Price	Depreciation Period	Previous Depreciation	2019 Depreciation	Accumulated Depreciation	Remaining Months
2/9/2016	Laptop - S Maitland	1,319.99	60.00	563.20	264.00	827.20	30.00
1/7/2017	Website	1,000.00	36.00	500.00	333.33	833.33	6.00
9/6/2016	Microsoft Surface - N Torres	1,299.99	60.00	455.00	260.00	714.99	27.00
12/15/2017	HP 23.8" All in One Computer - N Torres	1,599.98	60.00	173.33	320.00	493.33	41.50
11/13/2017	Office Furniture	1,308.49	34.00	116.83	186.93	303.76	64.50
4/23/2018	Air Conditioner (1/2 Contribution) *** 14 months - includes 2 months from 2018	3,060.00	34.00	-	510.00	510.00	70.00
<b>Fiscal Year 2018 Additions</b>		<b>\$ 9,588.45</b>		<b>\$ 1,808.36</b>	<b>\$ 1,874.25</b>	<b>\$ 3,682.61</b>	<b>TB</b>
7/29/2019	2 3 Piece Dining Room Sets and 1 Cube Unit Bookcase	1,586.69					
12/5/2019	3 Laptop Computers	2,099.98					
12/13/2019	Dining Room Table, Sofa & 4 Drawer Filing Cabinet	1,727.93					
<b>Total Fixed Assets</b>		<b>\$ 15,003.05</b>					

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"Exhibit B"



August 23, 2017

Nivea Lisandra Torres  
10216 Carriage Glen Ct  
Tampa, FL 33615

Dear Nivea,

On behalf of the Kindergarten Readiness Collaborative of Indian River County I am pleased to offer you the position of Executive Director. This position is classified as a Full Time -- salaried. In accepting our offer of employment, you certify your understanding that your employment will be on an at-will basis, and that neither you nor any KRC representative have entered into a contract regarding the terms or the duration of your employment. We are delighted with your skill set and look forward to the opportunity to continue working with you. This offer is contingent upon your written acceptance of this offer.

Should you accept this offer, your employment will require continued satisfactory job performance and compliance with existing and future policies. If you accept, please be ready to provide our Bookkeeper with your employment documents that will establish your identity and employment eligibility (i.e. Driver's License and Social Security Card or Passport ID).

Below is an overview of the compensation and benefits offered. The organization will be covering payroll taxes and providing workers compensation coverage.

Annual Salary	\$90,000.00
Medical Contribution (taxable)	\$3,600.00
15 PTO Days 10 Paid Holidays	
Total Compensation	\$93,600.00

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We are very pleased at the possibility of you continuing on with KRC and helping the organization grow and hope you will find employment with us to be a rewarding experience. If you have any questions, please call me at 772-567-8900 ext. 125.

Sincerely,

Meredith Egan  
KRC, Chair



August 10, 2018

Shannon Maitland  
705 18<sup>th</sup> Ave  
Vero Beach, FL 32962

Dear Shannon,

On behalf of the Kindergarten Readiness Collaborative of Indian River County I am pleased to offer you full-time employment status effective July 1<sup>st</sup>, 2018. This position is classified as a Full Time-salaried. In accepting our offer of employment, you certify your understanding that your employment will be on an at-will basis, and that neither you nor any KRC representative have entered into a contract regarding the terms or the duration of your employment. We are delighted with the invaluable contributions you continue to make to KRC and the children and families we serve in Indian River County.

Your employment will require continued satisfactory job performance and compliance with existing and future policies.

Below is an overview of the compensation and benefits offered. The organization will be covering payroll taxes and providing workers compensation coverage.

Annual Salary	\$52,000.00
Medical Contribution ( <i>taxable</i> )	\$3,600.00
15 PTO Days	
10 Paid Holidays	
<b>Total Compensation</b>	<b>\$55,600.00</b>

On a personal note, I want to thank you for your unwavering commitment to KRC and continued professionalism. We have made great strides this year, due in large part to the talent and expertise you bring to the team.

Sincerely,

Dr. Nivea L. Torres  
Executive Director

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August 10, 2018

Laticia N. Boswell  
700 2<sup>nd</sup> Place SW  
Vero Beach, FL 32962

Dear Nikki,

On behalf of the Kindergarten Readiness Collaborative of Indian River County, I am pleased to inform you that effective July 1<sup>st</sup>, 2018 your hourly pay rate has been increased from \$16.00 to \$20.00. We recognize the outstanding work you have done in Gifford on behalf of children and families and look forward to the opportunity to continue working with you.

This position is classified as hourly and non-exempt. In accepting our offer of employment, you certify your understanding that your employment will be on an at-will basis, and that neither you nor any KRC representative have entered into a contract regarding the terms or the duration of your employment.

Your employment will require continued satisfactory job performance and compliance with existing and future policies.

Below is an overview of the compensation offered. The organization will be covering payroll taxes and providing workers compensation coverage.

Hours per Week	20
Rate Per Hour Worked	\$20 HR

Thank you for your continued commitment to KRC and to the Gifford community. If you have any questions, please call me at 772-617-4350.

Sincerely,

*Nina L. Torres*

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CLERK OF COURT  
INDIAN RIVER COUNTY  
VERO BEACH, FL



August 10, 2018

Maria Pantoja  
141 S Hickory Street  
Fellsmere, FL 32948

Dear Maria,

On behalf of the Kindergarten Readiness Collaborative of Indian River County, I am pleased to inform you that effective July 1<sup>st</sup>, 2018 your schedule has been increased to 30 hours per week. This position is classified as hourly and non-exempt. In accepting our offer of employment, you certify your understanding that your employment will be on an at-will basis, and that neither you nor any KRC representative have entered into a contract regarding the terms or the duration of your employment. We recognize the outstanding work you have done in Fellsmere on behalf of children and families and look forward to the opportunity to continue working with you.

Your employment will require continued satisfactory job performance and compliance with existing and future policies.

Below is an overview of the compensation and benefits offered. The organization will be covering payroll taxes and providing workers compensation coverage.

Hours per Week	30
Rate Per Hour Worked	\$20 HR
Medical Contribution	Prorated based on hours worked.
PTO Days	Prorated based on hours worked.

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Thank you, Maria for your continued commitment to KRC and the Fellsmere community. If you have any questions, please call me at 772-617-4350.

Sincerely,

*Guineo L. Torres*

"Exhibit C"

## Memorandum of Understanding



This **Memorandum of Understanding** establishes a partnership between Big Brothers Big Sisters of St. Lucie, Indian River, & Okeechobee and the Kindergarten Readiness Collaborative.

### PURPOSE

Together, the parties in this **Memorandum of Understanding** mutually promote collaborative efforts to serve and provide educational opportunities for KRC's Learn to Play families.

### RESPONSIBILITIES:

Each party will appoint a contact person to coordinate the partnership:

Kindergarten Readiness Collaborative	Dr. Nivea Torres, Executive Director
Big Brothers Big Sisters of St. Lucie, Indian River, & Okeechobee	Stacey Watson-Mesley, CEO

### BBBS will provide:

- Provide access to volunteer tutors for the Learn to Play sessions as needed
- Share volunteer tutor contact lists with KRC
- Promote partnership when applicable

### KRC will provide:

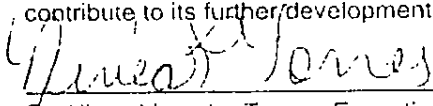
- Provide classroom space and resources to volunteer tutors for the Learn to Play sessions
- Provide childcare and hot meal for volunteer tutors attending classes
- Ensure consistent attendance and communicate any changes with BBBS staff
- Communicate student achievements to BBBS and promote partnership when applicable

### TERMS OF UNDERSTANDING

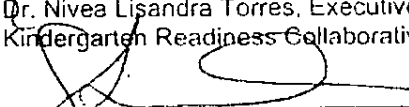
The term of this **Memorandum of Understanding** starts on the effective date of this agreement and is ongoing as long as mutually beneficial. Either organization may terminate this **Memorandum of Understanding** without any penalties or liabilities.

### AUTHORIZATION

On behalf of the organization I represent, I wish to sign this **Memorandum of Understanding** and contribute to its further development.

  
\_\_\_\_\_  
Dr. Nivea Lisandra Torres, Executive Director  
Kindergarten Readiness Collaborative

September, 2019

  
\_\_\_\_\_  
Stacey Watson-Mesley, CEO  
Big Brothers Big Sisters of St. Lucie, Indian River, & Okeechobee

September, 2019

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INDIAN RIVER COUNTY HEALTHY START COALITION  
STANDARD SUB-CONTRACT

THIS CONTRACT is entered into between the Indian River County Healthy Start Coalition, hereinafter referred to as the *Coalition*, and the Family Engagement Specialist, Kindergarten Readiness Collaborative (KRC), 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 Coalition 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 preaudit and postaudit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The Coalition may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. 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

a. 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. Not to employ unauthorized aliens. The Coalition shall consider employment of unauthorized aliens a violation of §8274A (c) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Coalition. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp/>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

c. The Provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 2 CFR, 1964-1965 Comp., p. 539), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.

d. 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.

e. 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).

f. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <http://flvendor.myfloridacfo.com/>; any subsequent changes shall be performed through this website; however, if Provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850)413-5519.

g. If the Provider is determined to be a subrecipient of federal funds, the Provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the Provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) to CCR to the Coalition. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov).

## 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 Coalition 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 Coalition, the provider will cooperate with the Coalition 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 Coalition, or other personnel duly authorized by the Coalition.

5. Persons duly authorized by the Coalition and Federal auditors, pursuant to 45 CFR, Part 92.36(h)(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 Coalition and to ensure that all related parties transactions are disclosed to the auditor.
- 7 Public Records. Keep and maintain public records that ordinarily and necessarily would be required by the provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S., or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

#### E. Monitoring by the Coalition

To permit persons duly authorized by the Coalition 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 Coalition of satisfactory performance of the terms and conditions of this contract. Following such evaluation, the Coalition 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 Coalition 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 Coalition, 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 Coalition; 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 Coalition and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise 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 Coalition 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 Coalition. The Coalition's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

#### G. Insurance

The Coalition requires provider carry liability insurance. However, the Coalition will reimburse provider for this expense. The Coalition 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 Coalition, 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 Coalition 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 Coalition 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 Coalition against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida 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 the State of 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 Coalition in accordance with §287.0585, F.S. Failure to pay within seven (7) working days will result in a penalty charged against the Provider and paid by the Provider 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.
5. The Indian River County Healthy Start Coalition, Inc. shall select subcontracted Providers to perform Healthy Start prenatal clinical care, well child care, care coordination and enhanced services as set forth in sections 64F-3, F.A.C., and the Healthy Start Standards and Guidelines.

#### J. Return of Funds

Return any overpayments to the Coalition due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the Coalition. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 30 calendar days without prior notification from the Coalition. In the event that the Coalition first discovers an overpayment has been made, the Coalition will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the Coalition will charge interest of one (1) percent per month compounded on the outstanding balance after 30 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. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in §946.515(2) and §946.515(4), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for the Coalition insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.

2. **Procurement of Materials with Recycled Content**

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, F.S.

**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 Coalition.

2. Except where the provider is a state agency, 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 State of Florida. Nor shall the provider represent to others that it has the authority to bind the Coalition unless specifically authorized to do so.

3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state 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 venture, or partner of the State of Florida.

5. Unless justified by the provider and agreed to by the Coalition in Attachment I, the Coalition will not furnish 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**

As required by §286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state 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 the Indian River County Healthy Start Coalition*. If the sponsorship reference is in written material, the words *Indian River County Healthy Start Coalition* shall appear in at least the same size letters or type as the name of the Provider.

**O. Final Invoice**

To submit the final invoice for payment to the Coalition no more than 15 business days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the Coalition 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 Coalition.

**P. Use of Funds for Lobbying Prohibited**

To comply with the provisions of §216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**Q. Public Entity Crime and Discriminatory Vendor**

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department of Health and the Coalition: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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, supplier, 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 §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department of Health and the Coalition: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she 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, supplier, 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 §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

**R. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course of 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 Coalition to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.

3. The Provider, without exception, shall indemnify and save harmless the State of Florida and its employees and the Coalition 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. The Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida 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 the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing.

**S. Construction or Renovation of Facilities Using State Funds**

Any Coalition funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the Coalition a security interest in the property at least to the amount of the Coalition funds provided for at least 15 years from the date of purchase or the



completion of the improvements or as required by law. As a condition of a receipt of Coalition funding for this purpose, the Provider agrees that, if it disposes of the property before the Coalition's interest is vacated, the Provider will refund the proportionate share of the Coalition's initial investment, as adjusted by depreciation.

#### T. 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, §§34.29, §381.004, §392.65, and §456.057, F.S. Procedures must be implemented by the Provider to ensure the protection and confidentiality of all confidential matters. The Provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

### II. THE COALITION AGREES:

#### A. Subcontract Amount

To pay for subcontracted services according to the conditions of Attachment I in an amount not to exceed \$1000 per month, subject to the availability of funds. The coalition's performance and obligation to pay under this subcontract is contingent upon the availability of funding. The costs of services paid under any other subcontract or from any other source are not eligible for reimbursement under this subcontract.

#### B. Contract Payment

See Attachment I.

### III. PROVIDER AND THE COALITION MUTUALLY AGREE

#### A. Effective and Ending Dates

This subcontract shall begin on July 1, 2019 or on the date on which the subcontract has been signed by both parties, whichever is later. It shall end on June 30, 2020.

#### B. Termination

##### 1. Termination at Will

This subcontract may be terminated by either party upon no less than 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 subcontract become unavailable, the coalition 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 coalition shall be the final authority as to the availability and adequacy of funds. In the event of termination of this subcontract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

##### 3. Termination for Breach

This subcontract may be terminated for provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the coalition may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this subcontract 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 subcontract. The provisions herein do not limit the coalition's right to remedies at law or in equity.

#### C. Renegotiation or Modification

Modifications of provisions of this subcontract 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 negotiation process and subsequently identified in the coalition's operating budget.

#### D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name and mailing address of the official payee to whom the payment shall be made is
2. The name of the contact person and street address where financial and administrative records are maintained is;
3. 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 subcontract and its attachments as referenced I, II, and Exhibits 1, and 2 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 subcontract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the subcontract is found to be illegal or unenforceable, the remainder of the subcontract shall remain in full force and effect and such term or provision shall be stricken.

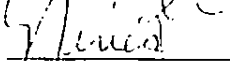
Natahsa Lerebours-Bois, NFP Supervisor	772-467-2016 (O), 772-97	48	nlbois@kcbd.org
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#### TERMS OF UNDERSTANDING

The term of this **Memorandum of Understanding** starts on the effective date of this agreement and is ongoing as long as mutually beneficial. The partnership will be reviewed annually to ensure it remains mutually beneficial. Either organization may terminate this **Memorandum of Understanding** without any penalties or liabilities.

#### AUTHORIZATION

On behalf of the organization I represent, I wish to sign this **Memorandum of Understanding** and contribute to its further development.

  
6/28/18  
 Dr. Nivea Lisandra Torres, Executive Director  
 Kindergarten Readiness Collaborative

  
6/28/18  
 Andrea Berry, CEO  
 Indian River Healthy Start Coalition

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 INDIAN RIVER COUNTY, FLA

**ATTACHMENT I**  
**Community Outreach and Family Engagement**

This contract is dependent upon grant awards, in-kind support and local funds to provide services.

This Attachment I describes Community Outreach and Family Engagement Services to be provided in the contract between the Indian River County Healthy Start Coalition, Inc. hereinafter referred to as the "Coalition" and the Family Engagement Specialist, Kindergarten Readiness Collaborative, hereinafter referred to as the "Provider".

**A. Services to be Provided.**

**1. Definition of Terms.**

**a. Program or Service Specific Terms.**

- 1) Coalition's Service Area - The geographical area represented by the Coalition is Indian River County.
- 2) Family Engagement Specialist - Personnel who have direct contact with the residents of Indian River County.
- 3) Community Outreach - the word "outreach" is used to describe a wide range of activities, from actual delivery of services to dissemination of information. Outreach is a tool to help expand access to health services, practices or products. Outreach is most often designed to accomplish one of the following (or some combination):
  - a. Directly deliver healthy services or products
  - b. Educate or inform the target population, increasing their knowledge and/or skills
  - c. Educate or inform people who interact with the target population
  - d. Establish beneficial connections between people and/or organizations
- 3) Healthy Start Coalition - Also referred to as "Coalition", means an alliance of private and public individuals or groups organized, consistent with section 383.216, F.S., to assess needs, prepare plans, build community support, and ensure services are available to promote and protect the health and well being of pregnant women and their infants.
- 4) Healthy Start Standards and Guidelines - The Department's document that creates standards, criteria and guidelines for implementation of Healthy Start services and the use of Healthy Start funds. The latest Healthy Start Standards and Guidelines are available online or in print.
- 5) Invoice - A document completed by the Provider to request payment.
- 6) Quality Assurance Quality Improvement (QA/QI) - The continuous process for internal and external evaluation and reporting on the structure, process and outcome of nutritional education services. The process evaluates the extent to which Provider staff and administration are in compliance with pre-established standards, and includes corrective action planning and implementation aimed at services not meeting standards.
- 7) Quarterly Report - The report showing progress in reaching goals and implementing activities are due 15 days following the end of each quarter of the fiscal year.
- 8) Service Delivery Plan - The written document adopted by the Coalition that, in addition to the Healthy Start program core set of outcomes and performance measures, establishes outcome and process objectives using an Assessment Protocol for Excellence in Public Health (APEX/PH) or other approved needs assessment model. Priority service needs, priority target groups, and programmatic strategies for the Provider's service area are also developed. This plan describes the HHS network that will ensure early and continuous prenatal, infant and child health care for all persons in need in the service area.

## 2. General Description.

### a. General Statement.

Community Outreach and Family Engagement services includes a comprehensive practice that is culturally sensitive and applicable for the participants receiving the services. When possible, education should be offered in the participant's native language or an interpreter should be provided. Community Outreach and Family Engagement services are intended: to provide information to families within areas in which *Provider* is currently established, to educate families about the Healthy Start system of care, to help foster relationships, connection and trust towards *Coalition* and to provide referrals to *Coalition's* Coordinated Intake and Referral system in order to support a local system of care that optimizes the health of moms, babies and families living in Indian River County.

### b. Authority.

1. The Coalition is granted authority under section 383.216, Florida Statutes, and Chapter 64F-3, Florida Administrative Code, to solicit, select and monitor local service providers and to determine the allocation of available federal, state and local resources to providers of prenatal, infant and child health and wraparound services.

### c. Scope of Service.

1. The Coalition shall establish and support a local system of care that optimizes the health of moms, babies and their families living in Indian River County. The Coalition focuses on the need to strengthen and enhance the system of maternal and infant care by increasing awareness of infant mortality, streamlining services to be efficient and economical, and most importantly, building partnerships among families, volunteers, and other maternal and young child advocates. In effort to collaborate on processes to improve the poor conditions in our local area experienced by our very youngest, our babies.

### d. Major Program Goals.

1. Community Outreach and Family Engagement services refers to activities, events engagements that provide information and connection to the residents of Indian River County on the following Healthy Start services/programs:
  - a. Babies & Beyond - The focus of the Babies and Beyond program is on touching every mom, baby, and family in IRC, the Babies and Beyond program provides childbirth education, lactation support within the hospital, nurse home visitation to postpartum moms, and developmentally appropriate peer-to-peer playgroups. This program is designed to increase health literacy, strengthen parenting skills, and ensure that each baby in Indian River County gets the healthy start they deserve.
  - b. Parents As Teachers (PAT) - The goal of the evidenced-based PAT program is to provide lower-income parents with the skills to maximize their child's cognitive, social, and emotional development during the most critical period of brain growth (birth to three years). Is home-based parenting education.
  - c. Nurse Family Partnership (NFP) - is a community health program that helps vulnerable mothers in specifically targeted communities achieve a healthy pregnancy. This is attained by helping mothers engage in preventative health practices through early prenatal care, improving their diets, reducing their use of cigarettes, alcohol, and illegal drugs. NFP helps improve child health and development by assisting parents with responsible and competent care and by assisting parents to build a positive future for their children. Mothers enrolled in the program receive free in-home visits from a registered nurse from the prenatal period through the baby's second birthday.
  - d. Healthy Families - Healthy Families is a voluntary home visitation program that targets families with past or current emotional trauma or domestic violence. The program is proven to prevent child abuse and neglect by promoting positive parent-child relationships. Healthy Families staff are highly trained to provide intensive, comprehensive, long-term, and culturally appropriate services to reduce children's exposure to toxic stress.
  - e. Doula Services - The focus of the community Doula program is to support, educate, and empower pregnant women to take control of their health. The program achieves this by providing educational support prenatally and by providing continuous labor support to the laboring woman at the hospital. The services continue postnatally. Specialized services are provided by a trained Doula. The program aims to improve birth outcomes and healthy literacy for residents of Indian River County.

2. Community Outreach and Family Engagement services refers to activities, events and engagements that link residents of Indian River County on the following community partners/programs

- a. Healthy Start Coalition's Coordinated intake and referral, Partners in Women's Health, County Health Department, WIC office, Cleveland Clinic Indian River Hospital, Women's Health Care Center, Treasure Coast Community Health, Mental Health Association, and Kindergarten Readiness Collaborative, and Moonshot Moment.

### 3. Clients to be Served.

#### a. Client Eligibility and Determination.

Participants are limited to Indian River County residents and the availability of contractual funding.

#### b. Contract Limits.

1. Participants to be served by the Provider are limited to Indian River County residents and the availability of contractual funding.
2. The Provider shall dedicate 100% of their billable time to activities specified in this contract.
3. Wages for the Provider are funded by fundraising activities and are directed by the Coalition's Board of Directors. Increases in fee for services for the Provider shall be effective upon approval by the Coalition's Board of Directors and implemented within 30 days of being approved.

### B. Manner of Service Provision.

#### 1. Service Tasks.

##### a. Task List

1. The Provider shall coordinate with the Healthy Start Chief Executive Officer and the Kindergarten Readiness Executive Director regarding Community Outreach and Family Engagement quarterly deliverables.
2. The Provider shall ensure that all quarterly documentation is complete and that the corresponding information is provided. This includes but is not limited to: event flyers, sign-in sheets, pictures, email correspondence, social media posts, etc. The Coalition may at any time add or delete forms as deemed necessary. The Provider and designated Healthy Start Coalition staff will meet to discuss the forms listed above and to receive training on documentation and compliance.
3. The Provider shall participate in an annual monitoring of the services/program with the Coalition to evaluate program fidelity, implementation, processes and outcomes.
4. The Provider will work collaboratively with Coalition program staff to ensure participants are aware of the Coalition programs available to them.
5. The Provider shall implement services in a culturally sensitive manner.
6. The Provider shall deliver services at locations and operate at hours that will ensure optimal access to participants.
7. All services provided shall be recorded by Provider for tracking purposes and follow-up.
8. Each provider staff shall complete Indian River County Healthy Start Coalition's cultural competency and diversity training at a minimum of once every three years.
9. Provider staff shall learn all programs and services offered by Indian River County Healthy Start Coalition's Program Managers. To provide accurate and current information to the residents of Indian River County Recommended trainings include, but not limited to, meetings with Coordinator Intake and Referral Staff, meeting with Program Managers, attending annual coalition meetings, and program quarterly meetings.

10. Provider shall submit monthly invoices (Attachment III) and documentation specified above in line # 3 to the Coalition. Payment will be processed for the Provider when the invoice is attached to the documentation specified (line #3).

**b. Task Limits**

1. The Coalition, through their own employees, may not be direct service providers of prenatal and infant care services pursuant to section 383.216, F.S. and rule 64F-2.005, F.A.C.
2. The Provider shall not subcontract service obligations of this contract.

**2. Staffing Requirements.**

**a. Staffing Level.**

The Provider shall work average 10 hours weekly, monthly. This contract is for a period of twelve months (July 1, 2019 - June 30, 2020).

**b. Professional Qualifications.**

The Provider shall be responsible for ensuring the qualifications required to perform the direct service tasks in accordance with this contract are met. Qualifications should be in accordance with Healthy Start Standards and Guidelines, Chapter 6: Healthy Start Services.

**c. Staffing Changes.**

The Provider shall notify the Coalition in writing within 3 days of any changes that have the potential to impede the progress of performing the roles and responsibilities outlined in this contract.

**3. Service Location.**

**a. Service Delivery Location and Time Requirements.**

The family engagement specialist shall deliver services in locations and at times that are accessible to the residents of Indian River County.

**b. Change in Location.**

The Provider shall notify the Coalition in writing 3 days of any change in the location of service delivery that may impede the progress of performing tasks as outlined in this contract.

**4. Deliverables.**

**a. Invoice**

The Provider shall submit a quarterly invoice (Attachment III) with backup documentation for this contract.

**b. Reports.**

Quarterly: Invoice (Attachment III) with all of the forms/documents specified above on page 8 line #3.

**c. Records and Documentation.**

1. The Provider shall establish and maintain records and documentation through the Indian River County Healthy Start Coalition in accordance with generally accepted operational procedures and practices.
2. The Provider agrees that all records and documentation pertaining to activities funded by this contract shall be subject to review by the Coalition.

## 5 Monitoring and Evaluation.. Methodology.

- 1) The Provider in partnership with the Coalition shall develop and implement a written QA/QI plan specific to the service being provided through contract with the Coalition. This plan shall specify records, reports, documents, tools and methods to be utilized in conducting monitoring and evaluation activities, as well as the expected or minimum frequency of these activities. The minimum frequency is quarterly.
- 2) The Provider shall provide program satisfaction surveys to participants
- 3) In the event of a major change in the structure of the service delivery that impacts the terms of this contract, a transition plan shall be developed outlining the steps to be taken to minimize disruption of service delivery to participants.
- 4) By execution of this contract the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth in this contract and will be bound by its conditions. If the Provider fails to meet the terms of this contract, the Coalition will notify the Provider in writing of the specific performance failures and may require the Provider to respond to the performance failures by developing a corrective action plan that is mutually agreed upon by the Coalition and the provider. In the event a mutual agreement cannot be reached, the Coalition will have final determination of the corrective action plan requiring conformance with the contract. If the Provider fails to achieve compliance with the corrective action plan, the Coalition has the authority to terminate the contract for cause in the absence of any extenuating or mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive determination of the Coalition.

## 6. Provider Responsibilities and Requirements.

- a. Failure to meet established goals does not alleviate the Provider from accountability for tasks or services, which the Provider is obligated to perform pursuant to this contract.
- b. The Provider shall ensure attendance for trainings or service related meetings as requested by the Coalition.
- c. The Provider shall be responsible for following the Healthy Start Standards and Guidelines.
- d. The definitions of terms unique to this contract referenced in section A.1 Definition of Terms.

## 7. Coalition Responsibilities.

- a. The Coalition shall provide technical assistance including but not limited to programmatic information and other appropriate support to the provider upon request and to the extent that resources allow.
- b. The Coalition shall provide oversight and guidance in the delivery of services outlined in this contract.
- c. The Coalition shall perform on-site monitoring of the Provider on an annual basis, to the extent that resources allow, and shall contact the Provider at least two weeks prior to monitoring to schedule the visit. The resulting report is due to the Provider within six weeks of the completion of the on-site monitoring.
- d. The Coalition shall pay the Provider for services rendered under this contract on a monthly schedule subject to the availability of funds and the receipt of a properly completed invoice, deliverables, and documentation.

## C. Method of Payment.

1. The Coalition shall reimburse the Provider monthly up to and not to \$1,000, and not exceed \$12,000 annually, subject to availability of funds. Refer to page # 4 section II for the change in contract amount upon certification completion.
2. Reimbursement requests (invoices) shall be submitted no later than 15 days following the end of the month
3. The Coalition may reduce or withhold payment if the Provider is determined to be out of compliance with the terms of this contract. The decision to reduce or withhold funds shall be in writing and submitted to the Provider within 15 working days from receipt of the reimbursement request. The written notice shall specify the manner and extent to which the Provider has failed to comply with the terms of the contract. When the identified situation is corrected, payment will be reinstated.

D. Special Provisions.

1. Venue for any action pertaining to this agreement of contract shall be in the courts of Indian River County, Florida.
2. Compliant and Grievance Procedures- Provider will establish grievance procedures which applicants for and recipients of services may use to present grievances to the covering authority of the Coalition about services being provided under this contract. Additionally, Provider will establish fair hearing procedures that ensure all persons will be advised of their right to a fair hearing to appeal a denial or exclusion from services and the failure of staff to take into account the individual's choice of service (Attachment II).
3. Contract Renewal: This contract may be renewed yearly. Such renewals shall be made by mutual agreement and shall be contingent on satisfactory performance evaluations as determined by the Coalition and shall be subject to the same terms and conditions as set forth in the original contract.
4. Provider will comply with applicable professional standards of practice with respect to participant confidentiality

\*\*\*\*\*End of Text\*\*\*\*\*

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## COMPLAINTS

*A complaint is defined as any expression of dissatisfaction by a client, including dissatisfaction with the administration, or provision of services, which relates to the quality of care provided*

Clients are advised, through written information provided by the Healthy Start Coalition, how to obtain help with a problem or concern related to their services. Information is given on how to file a complaint or grievance, if the problem or concern cannot be resolved.

### Registering a Complaint

When a client expresses a dissatisfaction that requires follow-up, the person receiving the complaint will document the details on a Healthy Start Services Complaint Summary Sheet (Attachment A). All grievances must be submitted in writing and date stamped upon receipt. Written consent to release this information is obtained from the client. The person completing the form will give the form to the Coalition the same day the complaint is received. If the complaint is received after 4:00pm local time, notification to the Healthy Start Chief Executive Officer will refer the complaint to the Healthy Start MomCare Network Contract Manager within two (2) business days. The Coalition will assign someone to investigate the complaint and assign a date for final findings and resolution within five (5) working days of the date of the receipt of the complaint. If a mutual resolution cannot be reached between the client and the supervisor, the client has the right to report the issue directly to one of the following:

Healthy Start Coalition Customer Service: 863-534-9224

Healthy Start MomCare Network (HSMN): 855-889-1090

Florida Department of Health (FDOH): 850-245-4339 / 850-488-0796

Agency for Health Care Administration (AHCA): 888-419-3456 / 800-955-8771

### Action on a Complaint

The person assigned to investigate the complaint will document the findings on the Healthy Start Services Complaint Summary Sheet. The Healthy Start Services Complaint Summary Sheet will then be reviewed by Coalition staff who will indicate concurrence with the findings and resolution by dating and signing the form. The person assigned to the complaint will then contact the complainant by phone or letter and inform his/her of the outcome. During this time, information will be provided regarding additional services available. If resolution of the complaint requires assistance from outside parties, written consent of the complainant must be obtained prior to further action. This contact will be documented.

Documentation from contacts with any involved party of the complaint (i.e., document date, time, name of person and information received) will be attached to the Healthy Start Services Complaint Summary Sheet.

If a mutual resolution cannot be agreed to between the Coalition staff and person filing a complaint the client will have the right to a mediator or a meeting with the Coalition's grievance committee (typically consisting of Coalition Director, board members and at least 1 consumer).

Cross-referenced files and a log are kept, recording the name and address of each client registering a complaint. A copy of the completed Healthy Start Services Complaint Summary Sheet is kept in the file.

Coalition staff will send a copy of the complainant de-identified completed Healthy Start Services Complaint Summary Sheet to the Healthy Start Coalition Chief Executive Officer within two (2) working days after the resolution of the complaint.

All clients will be treated with respect and in consideration of their dignity and privacy.

All clients will have the opportunity to participate in decisions regarding their care and freedom to exercise their rights.

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## GRIEVANCES

*A grievance is defined as a written complaint submitted by or on behalf of a client regarding the availability, the delivery, or quality of services*

#### **Registering a Grievance**

When a client expresses a dissatisfaction that requires follow-up, the person receiving the complaint will document the details on a Healthy Start Services Grievance Summary Sheet (Attachment B). All grievances must be submitted in writing and date stamped upon receipt. Written consent to release this information is obtained from the client. The person completing the form will give the form to the Coalition the same day the grievance is received. If the grievance is received after 4:00pm local time, notification to the Healthy Start Chief Executive Officer will refer the complaint to the Healthy Start MomCare Network Contract Manager within two (2) business days. The Coalition will assign someone to investigate the complaint and assign a date for final findings and resolution within five (5) working days of the date of the receipt of the complaint. If a mutual resolution cannot be reached between the client and the supervisor, the client has the right to report the issue directly to one of the following.

Healthy Start Coalition Customer Service: 863-534-9224  
Healthy Start MomCare Network (HSMN): 855-889-1090  
Florida Department of Health (FDOH): 850-245-4339 / 850-488-0796  
Agency for Health Care Administration (AHCA): 888-419-3456 / 800-955-8771

#### **Action on a Grievance**

Upon receipt of a grievance, the Healthy Start Services Grievance Summary Sheet (Attachment B) is completed and the grievance is attached. The person assigned to investigate the grievance will document the findings on the Healthy Start Services Grievance Summary Sheet. The Healthy Start Services Grievance Summary Sheet will then be reviewed by Coalition staff who will indicate concurrence with the findings and resolution by dating and signing the form. The person assigned to the grievance will then contact the complainant by phone or letter and inform him/her of the outcome. During this time, information will be provided regarding additional services available. If resolution of the grievance requires assistance from outside parties, written consent of the complainant must be obtained prior to further action. This contact will be documented.

Coalition staff will review the grievance and the Healthy Start Services Grievance Summary Sheet, and, within the same working day, notify the Healthy Start Coalition Chief Executive Officer.

Coalition staff is responsible for resolving operational type grievances. He/she will provide a written response to the grievant within thirty days from the initial filing by the client.

Cross-referenced files and a log are kept, recording the name and address of each client registering a grievance. A copy of the completed Healthy Start Services Grievance Summary Sheet is kept in the file.

The client shall have the right to seek review of the grievance findings and recommendations to the Healthy Start Coalition's Chief Executive Officer.

All clients will be treated with respect and in consideration of their dignity and privacy.

All clients will have the opportunity to participate in decisions regarding their care and freedom to exercise their rights.

20 MAR 16 11:10:59  
FTH FDO

HEALTHY START SERVICES COMPLAINT SUMMARY EET (Attachment II-A)

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_  
Full Name and Title

\_\_\_\_\_  
Last Name of Compliant First Name MI

\_\_\_\_\_  
Address (Number, Street, Apartment)

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Home Phone Work Phone Medicaid I.D. Number

Type \_\_\_\_\_ of \_\_\_\_\_ Compliant: \_\_\_\_\_ Operational \_\_\_\_\_  
Other \_\_\_\_\_

Name and Telephone Number of Person or Care Provider Involved (If Applicable)

\_\_\_\_\_  
Name Telephone Number

\_\_\_\_\_  
Summary of Compliant: (Include witness (es) if Applicable)

\_\_\_\_\_  
\_\_\_\_\_

Coalition staff Notified: \_\_\_\_\_ Date \_\_\_\_\_ Time: \_\_\_\_\_

Coalition staff Review: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Signature

Healthy Start Coalition Chief Executive Officer Notified By: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Investigation and Findings: \_\_\_\_\_

Actions taken: \_\_\_\_\_

HEALTHY START SERVICES GRIEVANCE SUMMARY SHEET (Attachment II- B)

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_  
Full Name and Title

\_\_\_\_\_  
Last Name of Grievant First Name MI

\_\_\_\_\_  
Address (Number, Street, Apartment)

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Home Phone Work Phone Medicaid I.D. Number

Type of Grievance: Operational \_\_\_\_\_  
Other \_\_\_\_\_

Name and Telephone Number of Person or Care Provider Involved (If Applicable)

\_\_\_\_\_  
Name Telephone Number

Summary of Grievance: (Include witness (es) if Applicable) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Coalition staff Notified: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Coalition staff Review: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Signature

Healthy Start Coalition Chief Executive Officer Notified By: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Investigation and Findings: \_\_\_\_\_  
\_\_\_\_\_

Actions taken: \_\_\_\_\_  
\_\_\_\_\_

**Attachment III**  
**Invoice**  
**Monthly Invoice**

<b>Program Name and Address:</b> Community Outreach and Family Engagement		<b>Contract #:</b>				
		<b>Month of Service</b> _____				
<b>A.</b>	<b>B.</b>	<b>F.</b>	<b>G.</b>	<b>H.</b>	<b>I.</b>	<b>J.</b>
<b>Unit of Service Description</b>	<b>Budget</b>	<b>Hourly Rate</b>	<b># of Hours</b>	<b>Amount This Request</b>	<b>Year to Date Requested *</b>	<b>Balance</b>
Family Engagement Specialist	\$12,000			\$0.00		
<b>Total</b>	<b>\$12,000</b>			<b>\$0.00</b>	<b>\$0.00</b>	

\*Year to date requested amount must be manually calculated.

Shadowing a birth is paid at 200.00 per birth with prior approval by supervisor

**TOTAL AMOUNT THIS REQUEST** \$0.00

I hereby certify that the above reported figures are a true and correct reflection of the activities of this period and that the expenditures reported were made only for items that are allowable and directly related to the purposes of the referenced contract. The Client Log which corresponds to this invoice is also attached.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I attest that the goods and/or services have been satisfactorily provided in accordance with the terms and conditions of the contract:

QA/QI Signature \_\_\_\_\_ Date \_\_\_\_\_

Finance Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_

20 MAR 16 11:16:59 AM '16

## Attachment IV Quarterly Deliverables



1555 Indian River Blvd  
Suite B241 Vero Beach, Florida 32960  
(772) 563-9118

This **Memorandum of Understanding** establishes a partnership between the Indian River Healthy Start Coalition and the Kindergarten Readiness Collaborative.

### PURPOSE

Together, the parties in this **Memorandum of Understanding** will work in a collaborative space and efforts to serve and provide educational opportunities for shared families with children ages 0-5.

### RESPONSIBILITIES:

Each party will appoint a contact person to coordinate the partnership:

Kindergarten Readiness Collaborative	Dr. Nivea Torres, Executive Director Shannon Maitland, Community Engagement Manager Nikki Boswell, Family Engagement Specialist Maria Pantoja, Family Engagement Specialist
Indian River Healthy Start Coalition	Andrea Berry, CEO

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SEP 16 2020 5:00 PM

### Healthy Start will provide:

- Healthy Start will provide calendar of its 2020-2021 quarterly meetings, when available.
- Healthy Start will provide access to training modules through the Learning Management System by email, when applicable.
  - Email will be generated and sent by Elisabeth Bublit (elisabeth@irhealthystart.org).
  - Deliverable and Payment Schedule Workplan provided below.
- Healthy Start will provide the facilitation of the 0-2 Learn to Play sessions in Fellsmere and Gifford area, when applicable (please refer to Attachment I & Attachment II for location dates and times).

### Kindergarten Readiness Collaborative will provide:

- Social media posts of related content twice (2) a month for twelve (12) months.
- Attendance at (1) community-wide event during the month of September (Infant Mortality Month) and (1) community-wide event during the month of June (Father's Day).
- Attendance at Healthy Start program quarterly meetings, in an effort to engage with providers/staff and receive updates (Example: Doula Meetings and Annual Coalition Meetings).
- Attendance at (3) local family friendly events to engage the residents of Indian River County/targeted population on Healthy Start programs/services.
- Attendance at (2) local meeting(s) with community partners or key stakeholders to discuss new ways to raise awareness of Healthy Start programs/services.
- A quarterly report that includes: *Total Reach*, *Number of families referred to Coordinated Intake and Referrals*, *Number of materials distributed at local activities along with date/time/location*, *Detailed*

Summary of Events (summary must include barriers and/or opportunities); and Community Partners Involvement (If Applicable)

Quarter 1: July 1 <sup>st</sup> , 2019 – September 30 <sup>th</sup> , 2019)	Deliverable	Description/Quantity	Payment Schedule *Invoice submitted on or before the 8 <sup>th</sup> of every month
Quarter 1	Social Media Posts of Related Content	Required (2) posts for the month of July Required (2) posts for the month of August Required (2) posts for the month of September	July 8 <sup>th</sup> , 2019 - \$1,000 August 8 <sup>th</sup> , 2019 - \$1,000 September 8 <sup>th</sup> , 2019 - \$1,000  Qtr.1 Total: \$3,000
Quarter 1	Community-wide event	Must attend (1) event during the month of September to observe Infant Mortality Month	
Quarter 1	Attendance at Healthy Start program quarterly meetings	Doula Quarterly Meeting – Wednesday, July 12 <sup>th</sup> at 2:00pm  All Program Heads Quarterly Meeting – Thursday, July 25 <sup>th</sup> , 2019 or Thursday, September 26 <sup>th</sup> , 2019	
Quarter 1	Attendance at local family friendly events to engage the residents of Indian River County/targeted population on Healthy Start programs/services.	Attendance at (3) local family friendly events. Can take place in Qtr. 1, Qtr. 2, Qtr. 3 or Qtr. 4.	
Quarter 1	Attendance at local meeting(s) with community partners or key stakeholders to discuss new ways to raise awareness of Healthy Start programs/services.	Attendance at (2) local meeting(s). Can take place in Qtr. 1, Qtr. 2, Qtr. 3 or Qtr. 4	
*A quarterly report that includes: Total Reach; Number of families referred to Coordinated Intake and Referrals; Number of materials distributed at local activities along with date/time/location; Detailed Summary of Events (summary must include barriers and/or opportunities); and Community Partners Involvement (If Applicable).			
Quarter 2: October 1 <sup>st</sup> , 2019 – December 31 <sup>st</sup> , 2019	Deliverable	Description/Quantity	Payment Schedule *Invoice submitted on or before the 8 <sup>th</sup> of every month
Quarter 2	Social Media Posts of Related Content	Required (2) posts for the month of October Required (2) posts for the month of November Required (2) posts for the month of December	October 8 <sup>th</sup> , 2019 - \$1,000 November 8 <sup>th</sup> , 2019 - \$1,000 December 8 <sup>th</sup> , 2019 - \$1,000  Qtr. 2 Total: \$3,000
Quarter 2	Attendance at Healthy Start program quarterly meetings	Doula Quarterly Meeting – TBD  All Program Heads Quarterly Meeting – Thursday, November 28 <sup>th</sup> , 2019	
Quarter 2	Attendance at local family friendly events to engage the residents of Indian River County/targeted population on Healthy Start programs/services	Attendance at (3) local family friendly events. Can take place in Qtr. 1, Qtr. 2, Qtr. 3 or Qtr. 4	
Quarter 2	Attendance at local meeting(s) with community partners or key stakeholders to discuss new ways to raise awareness of	Attendance at (2) local meeting(s). Can take place in Qtr. 1, Qtr. 2, Qtr. 3 or Qtr. 4	

	Healthy Start programs/services.		
*A quarterly report that includes: Total Reach; Number of families referred to Coordinated Intake and Referrals; Number of materials distributed at local activities along with date/time/location; Detailed Summary of Events (summary must include barriers and/or opportunities); and Community Partners Involvement (If Applicable).			
<b>Quarter 3: January 1<sup>st</sup>, 2020 – March 31<sup>st</sup>, 2020</b>	<b>Deliverable</b>	<b>Description/Quantity</b>	<b>Payment Schedule</b> *Invoice submitted on or before the 8 <sup>th</sup> of every month
Quarter 3	Social Media Posts of Related Content	Required (2) posts for the month of January Required (2) posts for the month of February Required (2) posts for the month of March	January 8 <sup>th</sup> , 2020 - \$1,000 February 8 <sup>th</sup> , 2020 - \$1,000 March 8 <sup>th</sup> , 2020 - \$1,000  Qtr. 3 Total: \$3,000
Quarter 3	Attendance at Healthy Start program quarterly meetings	Doula Quarterly Meeting – TBD  All Program Heads Quarterly Meeting – TBD	
Quarter 3	Attendance at local family friendly events to engage the residents of Indian River County/targeted population on Healthy Start programs/services.	Attendance at (3) local family friendly events. Can take place in Qtr. 1, Qtr. 2, Qtr. 3 or Qtr. 4.	
Quarter 3	Attendance at local meeting(s) with community partners or key stakeholders to discuss new ways to raise awareness of Healthy Start programs/services.	Attendance at (2) local meeting(s). Can take place in Qtr. 1, Qtr. 2, Qtr. 3 or Qtr. 4.	
*A quarterly report that includes: Total Reach; Number of families referred to Coordinated Intake and Referrals; Number of materials distributed at local activities along with date/time/location; Detailed Summary of Events (summary must include barriers and/or opportunities); and Community Partners Involvement (If Applicable)			
<b>Quarter 4: April 1<sup>st</sup>, 2020 – June 30<sup>th</sup>, 2020</b>	<b>Deliverable</b>	<b>Description/Quantity</b>	<b>Payment Schedule</b> *Invoice needs to be submitted on or before the 8 <sup>th</sup> of every month
Quarter 4	Social Media Posts of Related Content	Required (2) posts for the month of April Required (2) posts for the month of May Required (2) posts for the month of June	April 8 <sup>th</sup> , 2020 - \$1,000 May 8 <sup>th</sup> , 2020 - \$1,000 June 8 <sup>th</sup> , 2020 - \$1,000  Qtr. 4 Total: \$3,000
Quarter 4	Community-wide event	Must attend (1) event during the month of June to observe Father's Day	
Quarter 4	Attendance at Healthy Start program quarterly meetings	Doula Quarterly Meeting – TBD  All Program Heads Quarterly Meeting – TBD	
Quarter 4	Attendance at local family friendly events to engage the residents of Indian River County/targeted population on Healthy Start programs/services.	Attendance at (3) local family friendly events. Can take place in Qtr. 1, Qtr. 2, Qtr. 3 or Qtr. 4.	
Quarter 4	Attendance at local meeting(s) with community partners or key stakeholders to	Attendance at (2) local meeting(s). Can take place in Qtr. 1, Qtr. 2, Qtr.	



	discuss new ways to raise awareness of Healthy Start programs/services.	3 or Qtr. 4	
* A quarterly report that includes: Total Reach; Number of families referred to Coordinated Intake and Referrals; Number of materials distributed at local activities along with date/time/location; Detailed Summary of Events (summary must include barriers and/or opportunities); and Community Partners Involvement (If Applicable)			

Indian River County Healthy Start Contact List			
<b>Healthy Start Coalition</b>		772-563-9118 / 772-563-9125 fax	
Berry, Andrea	175	772-801-8779 (P)	andrea@irchealthystart.org
Andreas Home Office	275		
Finance/Tricia Palmer	170	516-298-7879 (P)	finance@irchealthystart.org
Watson, Ashley	101	772-713-4002 (P)	ashley@irchealthystart.org
Washburn, Stacey		772-563-5480 (O), 772-205-4023 (W)	stacey@irchealthystart.org
Bublitz, Elisabeth	111	321-431-0412 (P)	elisabeth@irchealthystart.org
<b>Babies and Beyond</b>			
Crocker, Kristen	115	210-326-3119 (P)	kristen.crocker@irmc.cc
Roberts, Linda		772-321-0675/772-794-7400 x1441 (CHD)	werodigula@yahoo.com
Sanchez, Elaine		772-567-4311 x 2013, 772-559-8391	elaine.sanchez@irmc.cc
IRMC Location office		772-567-4311 x 1277 and 1278	
Campeau, Maureen		772-473-8263 (P)	maureen.campeau@irmc.cc
Hurtado, Rosio		772-532-6050 (P)	rosio.hurtado@irmc.cc
Sinclair, Sarah		772-633-2324 (P)	sarah.sinclair@irmc.cc
Whitney, Cheryl		772-532-2736 (P)	cheryl.whitney@irmc.cc
<b>Health Education Services</b>		772-794-7494 (fax)	
Shatley, Deana	142	772-201-5074 (P)	deana.shatley@irmc.cc
Roman, Maria		772-563-5469 (O), 772-559-8392 (W)	maria.roman@irmc.cc
Gil, Patricia	144	772-925-9182 (W), 772-359-5630 (P)	patricia.gil@irmc.cc
Jones, Keaundra		772-925-9830 (W), 772-480-0100 (P)	keaundra.jones@irmc.cc
Ana Mendoza	143	772-559-0220 (W)	ana.mendoza@irmc.cc
<b>Parents as Teachers</b>			
Jerger, Bridgette	121	772-205-0933 (W), 772-216-7887 (P)	bridgette.jerger@irmc.cc
Brunicardi, Cathy	120	772-925-9839 (W), 772-539-2398 (P)	cathy.brunicardi@irmc.cc
<b>Healthy Families</b>		772-778-1340 (fax)	
Fornash, Brieanna	131	732-372-5817 (W & P)	brieanna@tykesandteens.org
Robinson, Geoffrey	135		geoffrey@tykesandteens.org
Miglino, Pam	130	772-579-5837 (P)	pamela@tykesandteens.org
McPhail, Tiffany	152	772-925-4978 (W)	tiffany@tykesandteens.org
Batista, Ana	151	772-925-4975 (W)	ana@tykesandteens.org
Rivera, Noraida	154	772-925-4846 (W)	noraida@tykesandteens.org
Alter, Arleen	155		arleen@tykesandteens.org
St. Louis, Chandeline	156	772-240-6111 (W)	chandeline@tykesandteens.org
Marina	153		
Simmons, Tamera	109	772-925-4976 (W)	tamera@tykesandteens.org
Tykes and Teens		772-220-3439	
<b>Nurse Family Partnership</b>			
Cheryl Martinez		772-794-7466 (O), 772-404-1339 (W)	cheryl.martinez@flhealth.gov

Attachment I

# LEARN TO PLAY, PLAY TO LEARN

Free classes for parents & children



Ages  
0-2  
&  
3-5



2015-2016  
K-1  
F  
C

Learn playful activities to help your child  
become ready for school

3rd Monday of the Month Family dinner is included  
6-7 pm at Dodgertown Elementary School

August 19th  
September 16th  
October 2nd  
November 16th  
December 16th



Call Mrs. Nikki  
for more info &  
to register  
772-453-6937 or  
[www.krcinc.org](http://www.krcinc.org)



brought to you by  
**KINDERGARTEN READINESS  
COLLABORATIVE**



Attachment II

# LEARN TO PLAY, PLAY TO LEARN

Free classes for parents & children  
ages 0-2 & 3-5



Learn playful activities to help your  
child become ready for school

Join us the 2nd Monday of the month  
6:00PM at Fellsmere Elementary School

August 12th

September 9th

October 14th

December 9th



Family dinner  
is  
included

To Register: 772-538-5883 or [www.krcirc.org](http://www.krcirc.org)

brought to you by:

KINDERGARTEN READINESS

COLLABORATIVE





## Memorandum of Understanding



This **Memorandum of Understanding** establishes a partnership between Literacy Services of Indian River County and the Kindergarten Readiness Collaborative.

### PURPOSE

Together, the parties in this **Memorandum of Understanding** mutually promote collaborative efforts to serve and provide educational opportunities for KRC's GED and ESL students.

### RESPONSIBILITIES:

Each party will appoint a contact person to coordinate the partnership:

Kindergarten Readiness Collaborative	Dr. Nivea Torres, Executive Director
Literacy Services of Indian River County	Jessica Schmitt, Executive Director

### Literacy Services will provide:

- Provide volunteer tutors for the GED class and ESL students as needed
- Provide curriculum materials and resources for tutors and students
- Communicate student achievements to KRC and promote partnership when applicable

### Partnering organization (Literacy Services of Indian River County):

- Provide classroom space and resources to address the GED class and ESL student population
- Provide childcare for parents attending classes
- Ensure consistent attendance and communicate any changes with LSIRC staff
- Communicate student achievements to KRC and promote partnership when applicable

### TERMS OF UNDERSTANDING

The term of this **Memorandum of Understanding** starts on the effective date of this agreement and is ongoing as long as mutually beneficial. Either organization may terminate this **Memorandum of Understanding** without any penalties or liabilities.

### AUTHORIZATION

On behalf of the organization I represent, I wish to sign this **Memorandum of Understanding** and contribute to its further development.

Nivea Torres 10/15/18  
Dr. Nivea Lisandra Torres, Executive Director  
Kindergarten Readiness Collaborative

Jessica Schmitt 10/15/18  
Jessica Schmitt, Executive Director  
Literacy Services of Indian River County

October, 2018

October, 2018

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
EASTER SEALS FLORIDA, INC. (TREASURE COAST EARLY STEPS)  
AND  
KINDERGARTEN READINESS COLLABORATIVE

---

Easter Seals Florida, Inc. (Treasure Coast Early Steps or TCES) and Kindergarten Readiness Collaborative (KRC) agree to enter into a collaborative agreement. The effective date is October 1, 2019.

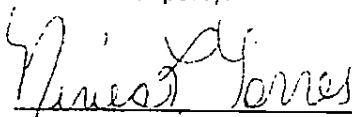
KRC's mission is to convene and support partners in developing a high quality early childhood system that is family centered. The vision is that the unique developmental abilities of every child are identified and access to appropriate resources and support for enrichment and/or intervention is provided to ensure readiness for success.

Easter Seals Florida, Inc. provides exceptional services, education, outreach, and advocacy so that people living with autism and other disabilities can live, learn, work and play in our communities. TCES is Florida's early intervention system that offers services to eligible children, birth to thirty-six months, with significant developmental delays or a condition likely to result in a developmental delay. Early intervention is provided to support families and caregivers in developing the competence and confidence to help their child learn and develop.

KRC and TCES agree to work collaboratively in the following ways:

1. Refer potentially eligible clients as appropriate for services
2. Assure receipt of appropriate services
3. Provide follow-up to each other on referred clients as needed
4. Share resources and materials as needed
5. Assist with other community needs as identified and within the scope of services offered

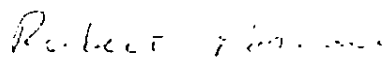
IN WITNESS WHEREOF, this MOU has been executed as of the date and year first above written and shall remain in effect until terminated or modified by either party upon thirty (30) days written notice to the other party.



Kindergarten Readiness Collaborative  
1555 Indian River Blvd, Suite B245  
Vero Beach, FL 32960

10/14/19

Date



Easter Seals Florida, Inc.  
2010 Crosby Way  
Winter Park, FL 32792

10/15/2019

Date



## KINDERGARTEN READINESS COLLABORATIVE SERVICE AGREEMENT

KINDERGARTEN COLLABORATIVE READINESS, Florida,

\_\_\_\_\_ ("KRC") does hereby retain the services of  
Sequel Care of Florida, LLC, 1902 Suite 105, Vero Beach, FL 32967 (herein called "Provider")  
to furnish the services in accordance with the following terms and conditions:

### 1. DESCRIPTION OF SERVICES

Provider shall perform the following services:

- a. Nature of Services: The Provider agrees to provide counseling and targeted case management services to identified client at Kindergarten Collaborative Readiness Victory Park Gifford location. All services provided by the Provider in accordance with this Agreement shall be performed by its employees, unless the Board agrees in writing otherwise. There shall be no cost to the KINDERGARTEN READINESS COLLABORATIVE for the Provider's services.
- b. The Provider intends to provide services to clients identified by agency personnel (via written referral) as needing additional support to be more successful in the environment. A majority of clients referred should be Medicaid eligible, while a small number of clients may be provided services pro bono for group services.
- c. Counseling services may entail individual therapy, family therapy, or group therapy, depending on the needs of the client. Individual and family therapy services include the provision of insight-oriented, cognitive behavioral or supportive therapy interventions to an individual recipient or a recipient's family. Group therapy services include the provision of cognitive behavioral or supportive therapy interventions. Group therapy services will be operated under an evidence-based model called Aggression Replacement Training (ART). ART is a cognitive behavioral intervention which helps participants learn to cope with their aggressive and violent behaviors. It is a multimodal program that has three components; Social skills, Anger Control Training and Moral Reasoning.

Targeted Case Management services involve assisting recipients with gaining access to medical, social, educational, and other support services. Targeted Case Management services are provided to recipients who are part of a clients mental health target population or an adult mental health target population. Florida's

- d. Parents or legal guardians must give consent for a referral to Sequel Care's services, since minors cannot legally give consent. Agency personnel are in the best position to obtain that initial consent since they have a relationship with the clients and

parents/legal guardians. Agency personnel have been provided a referral form, which they can use to refer clients and families who may benefit from counseling and targeted case management services. Should the family show interest, they will be invited to participate in an intake/orientation process where Provider's licensed mental health practitioners will complete an assessment process with them.

- e. The Provider's staff will verify insurance eligibility once a referral is made. Provider accepts all forms of Medicaid, Healthy Kids/KidCare, CMS, United HealthCare and Molina. If the client doesn't have insurance coverage or has coverage not accepted by Provider, the parent/legal guardian will be offered a sliding scale self-pay option. Agency personnel will do the initial engagement of clients and families. Parental consent is required and will be obtained in writing should the parent choose to attend the intake/orientation process with their child.
- f. Anticipated Outcome of Provider Services: It is expected that clients participating in counseling and targeted case management services will have improved readiness to learn as a function of developing improved social skills, improved ability to manage behavior, and increased linkage to community resources.
- g. Confidential Client Information: For the purposes of performing the above scope of services only, Provider is hereby designated a agency official for the purposes of receiving limited confidential client information and the Provider shall remain under the direct control of the KINDERGARTEN READINESS COLLABORATIVE with respect to the use and maintenance of the confidential client information. Provider acknowledges and agrees that it will not disclose the confidential client information to any other person or entity, and will only use the confidential client information for the purpose listed in paragraph 1 above and for no other purpose. Upon the completion of the services, Provider shall return to KINDERGARTEN READINESS COLLABORATIVE all original and any copies of the confidential client information, and shall not retain any confidential client information. As Provider will be receiving client information that is otherwise confidential, Provider shall fully comply with the requirements of § 1002.22 and § 1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of client information and records. Further, Provider for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the KINDERGARTEN READINESS COLLABORATIVE and its officers and employees harmless for any violation of this provision, including, but not limited to defending the KINDERGARTEN READINESS COLLABORATIVE and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Agency Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the KINDERGARTEN READINESS COLLABORATIVE arising out of the breach of this provision by the Provider, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that the Provider shall

either intentionally or negligently violate this provision, or § 1002.22 or § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon the Provider until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

2. **LOCATION OF SERVICES**

Services will be provided on the grounds of \_\_\_\_\_. In addition, in-home services may be provided to identified clients with a legal guardian's consent.

3. **COMPENSATION**

Provider assumes responsibility for all expenditures incurred to provide services outlined in this service agreement and there is no cost to the Agency Board.

4. **TERM OF AGREEMENT**

The Provider shall commence performance of the Agreement on the \_\_\_\_\_ 2018, and the agreement shall continue until such time as either party may terminate it.

5. **REGULATIONS & ORDINANCES**

The Provider shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

6. **ENTIRE AGREEMENT**

It is understood and agreed that this Agreement including Purchase Order Terms & Conditions, contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

7. **GOVERNING LAW; VENUE**

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

8. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

Provider shall, in addition to any other obligation to indemnify KINDERGARTEN READINESS COLLABORATIVE, Florida, protect, defend, indemnify and hold harmless the Agency Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss



arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the Provider, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by Provider in the performance of the work; or liens, claims or actions made by the Provider or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Provider or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

**9. DUTY TO DEFEND**

The Provider agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the KINDERGARTEN READINESS COLLABORATIVE on any claim or demand arising out of, resulting from or incidental to Provider's performance under this Agreement.

**10. CANCELLATION / TERMINATION**

In the event any of the provisions of this agreement are violated by the Provider, the Superintendent or designee, shall give written notice to the Provider stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the KINDERGARTEN READINESS COLLABORATIVE for immediate cancellation. Upon cancellation hereunder, KINDERGARTEN READINESS COLLABORATIVE, Florida, may pursue any and all legal remedies as provided herein and by law. KINDERGARTEN READINESS COLLABORATIVE, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) days prior written notice to the Provider. If said contract should be terminated for convenience as provided herein, the KINDERGARTEN READINESS COLLABORATIVE shall be relieved of all obligations under said contract. Services under this contract are at no cost to KINDERGARTEN READINESS COLLABORATIVE. Termination of contract has no cost to the district. The Provider reserves the right to terminate the contract at any time and for any reason, upon giving ten (10) days prior written notice to the Agency Board.

**12. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Provider understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Provider shall keep records to show its compliance with program requirements. Providers and subcontractors must make available, upon request of the Agency Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education, or any of their duly authorized representatives, any books, documents, papers, and records of the Provider which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpting, and transcribing. The

Provider shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Provider shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the Provider must be transferred to KINDERGARTEN READINESS COLLABORATIVE at no cost. If records are stored electronically, the records must be provided in a compatible format to Agency Board's operating system.

**14. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and KINDERGARTEN READINESS COLLABORATIVE Policies as amended from time to time Provider agrees that, if Provider receives remuneration for services, Provider and all of its employees who provide or may provide services under this Provider will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and KINDERGARTEN READINESS COLLABORATIVE Policies prior to providing services to KINDERGARTEN READINESS COLLABORATIVE.

Additionally, Provider agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on agency grounds when clients are present, who has direct contact with clients or who has access to or control of agency funds must meet level 2 screening requirements as described in the above-referenced statutes and KINDERGARTEN READINESS COLLABORATIVE Policies.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by Agency Board, the KINDERGARTEN READINESS COLLABORATIVE will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on KINDERGARTEN READINESS COLLABORATIVE property when clients are present.

Provider agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. Provider agrees to require all its affected employees to sign a statement, as a condition of employment with Provider in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the

Provider/Employer of any arrest(s) or conviction (s) of any offense enumerated in KINDERGARTEN READINESS COLLABORATIVE Policy 8475 within 48 hours of its occurrence.

Provider agrees to provide the KINDERGARTEN READINESS COLLABORATIVE with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Provider agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Provider further agrees to notify the KINDERGARTEN READINESS COLLABORATIVE immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Provider to notify the KINDERGARTEN READINESS COLLABORATIVE of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

The parties further agree that failure by Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the KINDERGARTEN READINESS COLLABORATIVE to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

**19. CONDUCT WHILE ON AGENCY PROPERTY**

The Provider acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any agency facility and shall at all times conduct themselves in a manner consistent with KINDERGARTEN READINESS COLLABORATIVE Policies and subject to the administrator or designee. It will be considered a breach of this Agreement for any agent or employee of the Provider to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any client or employee of the Agency Board. The Provider agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee. Photo badges and/or indemnification will be worn at all times while on premises of any agency.

**21. NON-DISCRIMINATION**

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

**Provider/Vendor Address.** The address for Provider/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Provider/Vendor: Sequel Care of Florida, LLC  
Contact's Name/Title: Attn: Valerie Garoutte, LMFT  
Address: SequelCare of Florida 1910 82nd Ave, Suite 102 Vero Beach, FL 32966

**Agency Board's Address.** The address for KINDERGARTEN READINESS COLLABORATIVE for all purposes under this agreement and for all notices hereunder shall be:

KINDERGARTEN READINESS COLLABORATIVE

## 24. INSURANCE REQUIREMENTS

During the term of this Agreement, the Provider shall maintain the following insurance coverage in accordance with the requirements hereinafter stated:

- i. Commercial general liability coverage with limits of at least \$1,000,000.00 per occurrence; \$3,000,000.00 aggregate.
- ii. Automobile liability coverage of at least \$100,000.00.
- iii. Professional liability or errors and omissions insurance with coverage of at least \$100,000.00 per occurrence; \$300,000.00 aggregate.

The insurance shall be issued by insurers licensed and authorized to issue policies of insurance in Florida, and each policy required shall be issued by a carrier with preferably a BEST rating of A+ or better. KINDERGARTEN READINESS COLLABORATIVE shall be named as an additional insured on each policy and the Contractor shall provide certificates of insurance for each policy showing the KINDERGARTEN READINESS COLLABORATIVE as an additional insured before beginning services under this contract.

**THE KINDERGARTEN READINESS COLLABORATIVE OF  
INDIAN RIVER COUNTY, FLORIDA:**

By: [Signature]  
Signature (Agency or Designee)

Print Name: Nivea L. Torres

Date Approved: 10/1/19

**PROVIDER:**

By: [Signature]  
(Signature)

Print Name: LaKisha Erwin.MS. LMHC

Print Title: Clinical Director

Date: 10/15/19

16  
11:00  
END

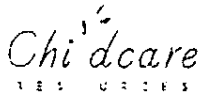
## **PARTNERS**

This Memorandum of Understanding establishes a partnership between Childcare Resources of Indian River and the Kindergarten Readiness Collaborative.

## **PURPOSE**

The parties in this Memorandum of Understanding mutually agree to support Kindergarten Readiness Collaborative "Family Engagement Night" program in the Fellsmere and Gifford communities.

Party members responsible for partnership coordination:



Childcare Resources of Indian River (CCR)  
Shannon McGuire Bowman, Executive Director



Kindergarten Readiness Collaborative (KRC)  
Dr. Nivea Torres, Executive Director

## **RESPONSIBILITIES**

Childcare Resources of Indian River Early Education Coach will:

- Develop lesson plans for parent training sessions that are culturally appropriate and relevant
- Coach KRC program teachers on lesson planning, implementation, and individualized planning for early intervention students
- At Fellsmere location only: Facilitate the three to five year old classroom
- Consult on appropriate materials/supplies/manipulatives for program
- Provide guidance to the KRC Team on the title selection for personal home libraries that are culturally relevant and linguistically appropriate

Kindergarten Readiness Collaborative will:

- Identify and communicate goals for the program based on KRC metrics by September 1, 2019
- Provide Midterm progress (April) and End of Year (October) outcomes for the program
- Provide access to screening data results of program participants (e.g. Ages & Stages Questionnaire)
- The KRC Team will participate in Childcare Resources professional development activities as applicable.

Both Childcare Resources and Kindergarten Readiness Collaborative agree to:

- Provide any written documentation that specifically mentions this collaboration (e.g. grants, fliers, press releases, etc.) to the other organization for approval, allowing for a minimum of seven days for the approval process.

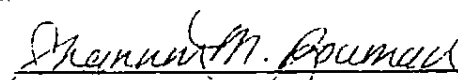

## **TERM**

Time frame is from August 2019 through May 2020. Maximum three hours a week totaling 12 hours a month.

## **AUTHORIZATION**

This agreement may not be amended or modified except by mutual agreement.

The parties represented here have executed this Memorandum of Understanding, as of the date indicated below.

  
Shannon McGuire Bowman, Executive Director  
Childcare Resources of Indian River  
  
Dr. Nivea Torres, Executive Director  
Kindergarten Readiness Collaborative

8/13/2019  
Date  
8/15/19  
Date



INDIAN RIVER COUNTY HOUSING AUTHORITY  
3980 King Place  
Vero Beach, Florida 32967  
Office (772) 567-6182 Fax (772) 567-6129

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the "Memorandum" or "MOU," is effective as of May 14, 2018 and is entered into by and between the INDIAN RIVER COUNTY HOUSING AUTHORITY, whose address is 3980 King Place, Vero Beach, Florida 32967, hereinafter referred to as the "First Party," and the KINDERGARTEN READINESS COLLABORATIVE OF INDIAN RIVER COUNTY, INC., whose address is 1555 Indian River Boulevard, Vero Beach, Florida 32960, hereinafter referred to as the "Second Party," or as "KRC" and collectively referred to as the "Parties" for the purpose of establishing and achieving various goals and objectives.

WHEREAS, the parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both parties agree shall be necessary.

### MISSION

The parties contemplate with the following intended mission: through collaboration, our mission is to convene and support our partners in providing all families who reside at Victory and Orangewood Park Apartments the assistance needed to encourage and direct families towards higher learning and to provide referrals that will aid families in a manner that will uplift their respective households.

### OBJECTIVES

The Parties shall endeavor to work together to develop and establish procedures that will promote and sustain a viable community. KRC shall specifically target the families that live at Victory and Orangewood Park Apartment and direct them to needed services. Guidance will be given to parents to aid in school preparation and other services.

### RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and wish of the aforementioned Parties to this MOU Agreement that this document should not and thus shall not establish nor create any rights or duties other than as expressly set forth in this Memorandum but rather an understanding between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient working relationship.

### SERVICES COOPERATION

First Party, Indian River County Housing Authority, does hereby license to KRC, the use and occupancy of the office space at 3991 King Place, Vero Beach, FL 32967, for the KRC agency.



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INDIAN RIVER COUNTY HOUSING AUTHORITY

3980 King Place

Vero Beach, Florida 32967

Office (772) 567-6182 Fax (772) 567-6129

The Parties acknowledge and affirm that a license only has been granted, not a lease; hence, such license is wholly revocable by First Party at any time with thirty (30) days advance written notice of such revocation to Second Party. KRC shall provide insurance coverage for such occupancy satisfactory to the Indian River County Housing Authority and shall name the following as insured parties under such policy or policies: Indian River County Housing Authority, and Nelson & Associates, Inc., d/b/a Diverse Real Estate Services.

All personal property located on or about the licensed site/office shall be at the risk of Second Party, and First Party shall not be liable for any damages or loss to such personal property or to Second Party arising from any cause whatsoever, including but not limited to hurricanes, fire, water, the bursting or leaking of any pipes or from the act of negligence of any person whomsoever or other act of God or from any cause whatsoever. Further, First Party shall not be liable for any loss, damage or injury to Second Party, or Second Party's agents, employees, guests or visitors, irrespective of whether such damage, injury or loss is caused by Second Party or by Second Party's agents, employees, guests or visitors.

Second Party agrees to and does hereby indemnify and hold the First Party and Nelson & Associates, Inc., d/b/a Diverse Real Estate Services harmless at all times and in the future for, from, and against any and all liabilities, causes of action, claims, damages, including attorney's fees and costs, and damage done or occasioned by or from the use of any utilities, any latent or patent defect or condition or plumbing, gas, water, wastewater, sewage, electric or other wiring or air-conditioning/heating systems equipment or machinery or elements or any other equipment, condition, or circumstance in, upon, and adjacent to the licensed site/office or for liabilities, causes of action, claims, damages, including attorney's fees and costs, with respect to the licensed site/office or surrounding communities or the use thereof arising from the acts or omissions of the Second Party or of Second Party's agents, employees, guests, visitors or other persons on the licensed site/office with Second Party's consent. The foregoing indemnification shall survive any cancellation, termination, or expiration of this License as to matters arising during the term specified in this License. Second Party may use the licensed site/office and enter upon the surrounding communities entirely and wholly at Second Party's own risk and peril.

**TIMELINE**

The above outlined scope and objective shall be contingent on KRC providing the required insurance. The Memorandum of Understanding will be effective for one year, subject to the revocation provisions set forth above, and will be subject to annual renewal, based on the signed approved date. The Indian River County Board of Commissioners will and personnel will evaluate the program to determine its success within the community.

**AMENDMENT OR CANCELLATION OF THIS MEMORANDUM**



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FILED



INDIAN RIVER COUNTY HOUSING AUTHORITY  
3980 King Place  
Vero Beach, Florida 32967  
Office (772) 567-6182 Fax (772) 567-6129

The MOU may be amended or modified at any time in writing by mutual consent of both parties. In addition, the MOU may be cancelled and terminated by either party by written notice to the other party specifying the termination date, which must be at least thirty (30) days from the date of such notice; in the event of a material breach of this MOU, then this MOU may be terminated immediately by the non-breaching party upon written notice to the other party, which notice shall also specify the material breach.

GENERAL PROVISION

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in the MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this MOU. If at any time either party is unable to perform said Party's duties or responsibilities under this MOU, that Party shall immediately provide written notice to the other party to establish a date for the resolution of this matter. Time is of the essence as to all matters pertaining to this MOU; further, this MOU shall also be governed by the laws of the State of Florida.

"FIRST PARTY"

INDIAN RIVER COUNTY HOUSING AUTHORITY

By: [Signature]  
Date: 7-5-18

"SECOND PARTY" or "KRC"

KINDERGARTEN READINESS COLLABORATIVE  
OF INDIAN RIVER COUNTY, INC.

By: [Signature]  
Date: 7/10/18

20 MAR 16 14:11:00  
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