

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
ALACHUA COUNTY AND COMMUNITY PARTNERS AND ENGAGEMENT
CONSULTANTS, LLC FOR OUTREACH AND RECRUITMENT OF HEALTHCARE
WORKERS AND EMPLOYERS CONTRACT NO 13814**

THIS FIRST AMENDMENT (“First Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Community Partners and Engagement Consultants, LLC, a Florida Limited Liability Corporation which is authorized to do business in the State of Florida (“Professional”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties previously entered into a Professional Services Agreement, dated April 18, 2023, by which the Professional is to provide outreach and mentorship for the County's Community Healthcare Worker Program (CHWP), identified by No. 13814 (the “Agreement”); and

WHEREAS, the Parties desires to amend the Agreement to update the Scope of Service, Term and Payment provisions of the Agreement and to do as otherwise provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

A. Amendment. Exhibit #1 of the Agreement titled “Scope of Service, is deleted in its entirety and replaced with an updated Exhibit 1 attached to this Amendment

B. Amendment. Section #3, of the Agreement titled “Term” is amended to read as follows:

Term. This Agreement is effective on the day the last Party signs it and continues until April 30 2025, unless earlier terminated as provided herein.

C. Amendment. Section #5, of the Agreement titled “Payment” sub-section 5.A is amended to read as follows:

The County will make payment to the Professional for amounts properly invoiced. The County will pay Professional and Professional will accept payment for the timely and completed performance of the Services described herein. The Parties agree that the amount to be paid to Professional for the Services required will not

exceed the sum of \$160,000.00 during the term of the Agreement, to be paid monthly in 24 installments of \$6,666.66 each upon submission of an invoice.

D. Amendment. Section #5, of the Agreement titled "Payment" sub-section 5.B is amended to read as follows:

B. As a condition precedent for any payment, Professional must submit monthly invoices to the County requesting payment for Services properly rendered. Professional's invoice must describe the Services rendered, the date performed, time documentation for the person(s) rendering the Services, and include the information required by Exhibit 1. Each invoice shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional's invoice for payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its employees, consultants and subcontractors, will be paid in full. Professional shall submit invoices to the County at the following address:

Alachua County Community Support Services
218 SE 24th Street
Gainesville. FL 32641
(352) 264 6700
ttonkavich@alachuacounty.us

E. Effective Date. This First Amendment shall be effective on upon execution by both Parties.

F. Original Agreement. Unless expressly amended herein, all other terms and provisions of the Agreement between the Parties shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Charles Chestnut, IV, , Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

CONTRACTOR

By: Gerard Duncan

Print: Gerard Duncan

Title: CEO

Date: 12/18/24

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT #1: Scope of Services

1. Attend community tabling events to recruit for the CHW program
 - a. Target potential WIOA eligible candidates for referral to Career Source
 - b. Gather name, email address, demographic info and transmit information to the CHW administrator and Career Source WIOA coordinator weekly
 - c. Provide information regarding the County CHW program to interested individuals
2. Provide mentoring to current and potential CHW candidates under the direction of the CHW administrator
 - a. Mentoring is defined as functioning as an advisor, counsellor, or guide to a trainee. The mentor is responsible for offering help and feedback to the person under their supervision. A mentor's role, according to this definition, is to use their experience to help an individual by supporting them in their work or career, providing comments and, most crucially, offering direction to mentees as they work through problems and circumstances.
 - b. In collaboration with the CHW Administrator, develop a mentoring plan with each mentee
 - c. Follow up with mentees, ideally in person, weekly to maintain interest and answer questions during the onboarding process or as working towards certification
 - d. Provide educational sessions to current CHWs in preparation for CHW certification
 - i. Coordinate weekly in-person mentoring sessions on topics related to job duties and certification preparation
3. Participate in the CHW Program planning and evaluation sessions
4. Support the CHW Program administrator with data collation and reporting
5. Professional will report monthly on specific services provided on behalf of the CHW Program
 - a. The number of unique individuals recruited, accepted, trained and certified through the program funded under this Agreement.
 - b. The demographic and geographic data of those recruited and certified for enrollment into the Program in accordance with forms detailing the key data elements to be reported that have been provided to the Professional by County staff.
 - c. Mentoring session report sheets for current and potential CHWs that have been completed and signed by both the Mentor and Mentee.
 - i. Mentor will endeavor to meet in-person with current CHWs on a weekly basis for a minimum of ½ hour.

Mentor will endeavor to meet with potential CHWs on a weekly basis either in person or virtually.