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AGENDA

Special Meeting

Wednesday, July 17, 2024, at 12:30 p.m.

- Item #1 **ACTION** Consider for Approval of J2 Strategic Solutions Consulting Services in the Amount of \$30,000 for Preparation and Submission of CHW HRSA FY25 New Access Point (NAP) Grant Funding Application to Support Renovations of the old CareHere Clinic in Galveston Submitted by Kenna Pruitt
- Item #2 **ACTION** Consider for Approval IT Network Infrastructure Refresh Upgrade Lease Agreement Submitted by Chris Davis

ADJOURNMENT

Next Regular Scheduled Meeting: July 25, 2024



CONSULTING SERVICES AGREEMENT

This Agreement is entered into this June 24, 2024, by and between J2 Strategic Solutions, Inc., 52 Riley Road #421, Celebration, FL 34747, an organizational development consulting firm (hereinafter referred to as “Consultant”), and Coastal Health and Wellness (hereinafter referred to as “Client”), located at

The Consultant Services:

1. The Consultant agrees to provide organizational development services for the Client as an independent contractor.
2. The Consultant shall provide services for the Client’s direct programs and services.
3. The Consultant shall provide progress/status reports to the Project Director or other designated officer(s) and/or the Board of Directors, setting forth the status of each application, proposal, or other service rendered by the Consultant, monthly or as mutually agreed.
4. The Consultant shall work diligently and professionally to secure contracts for the Client. However, because of inconsistencies in the review process and issues that may be unknown to the Consultant, the Consultant makes no guarantees regarding the scoring, funding, or approval of any application.
5. The Consultant shall be reasonably available to attend meetings via teleconference to discuss, review, or otherwise consult on proposals, service delivery models, or compliance issues.
6. The Consultant shall be provided access by the Client to its officers, facilities, and records as reasonably necessary for the Consultant to prepare and submit proposals and otherwise provide organizational development services.

Fees and Payment:

7. For each project to be collaborated on under this Agreement, Client and Consultant shall outline a schedule of when materials and feedback are to be provided to Consultant and when Consultant shall provide feedback and drafts to Client. Deadline for returning materials to Client shall be extended one day for each day that Client is late.
8. The Client shall pay the Consultant for services rendered under this Agreement the sum(s) agreed in writing between the Consultant and the Client, as outlined in attached Exhibit B, within ten days for contract deposit and 30 days after receipt of all subsequent invoice(s). Contract deposits not received within ten (10) days may result in immediate contract termination.

Term and Termination:

9. The term of this Agreement shall be 6 months. Yearly agreements shall automatically renew on a month-to-month basis if not explicitly terminated in writing. This contract may terminate in advance of said period by mutual Agreement.
10. Should the Consultant terminate this Agreement prior to completion of all deliverables the Client shall not be entitled to any refunds of payments already made for work completed and shall owe for any remaining work completed but not yet invoiced.

Final Submission and Responsibility:

11. The Client is responsible for the final submission of applications and work products to funders. Should the Client not complete the final submission where required after the Consultant has presented the Client with final materials, the Client shall remain responsible for paying the Consultant the full fees associated with this Agreement.
12. All grants and related submissions submitted to any state or federal government or governmental agency by Consultant on behalf of Client and/or as authorizing official for Client are done at the instruction of Client and with the information and content provided by or at the direction of the Client. The Client will be civilly and legally responsible for all content submitted by Consultant for Client. The Client will indemnify and hold Consultant harmless for any action brought for any and all information submitted to the state or federal government or governmental agency for a grant or any related submissions, including damages, attorney fees, costs, and fines.

Force Majeure:

13. If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, government orders or shut downs for health and safety, or any other similar cause beyond the reasonable control of such Party (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected (the "Affected Services") by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, such Party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaroud plans or other means. The Party whose performance is prevented, hindered, or delayed by a Force Majeure Event shall promptly notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. During the Force Majeure Event, the Client will continue to pay the Consultant's charges for the Services if Consultant is able to continue performance.

Notices:

14. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party at its address set forth on the first page of this Agreement (or to such other address that the receiving party may designate from time to time in accordance with this section). Each party shall

deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email or facsimile (in each case, with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

Governing Law and Jurisdiction:

15. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida, and the parties agree that any and all claims or actions under this Agreement shall be brought in the State Courts in Orange County, Florida.

Entire Agreement:

16. It is understood and agreed that this Agreement expresses the complete and final understanding of the parties hereto, that any and all negotiations and representations not included herein or referred to herein are hereby abrogated, and that the Agreement cannot be changed, modified, or varied except by written instrument agreed to by all parties. Email modifications to timelines are acceptable.

Indemnification and Hold Harmless:

17. The Client shall hold the Consultant, its employees, or agents harmless from any known or unknown claims as a result of the Consultant, its employees' or agents' work or technical assistance completed under this Agreement.

Miscellaneous:

18. The Consultant does not provide legal services, legal advice, billing advice, or financial reporting services. The Client should review all such issues with an attorney and financial or billing concerns with an accounting, tax, or billing advisor.
19. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
20. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement or the breach thereof, the Parties agree to first attempt to resolve the dispute through negotiations and good faith discussions. If the Parties are unable to resolve through negotiation, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

J2 Strategic Solutions, Inc.

Client: Coastal Health and Wellness

By: _____
Name: Jennifer Jones Santos
Title: President
Date:

By: _____
Name: _____
Title: Authorized Representative
Date:

Exhibit A: Scope of Work

Project Name: HRSA FY25 New Access Point (NAP)

Project Number: CHW2402

Overview: The HRSA New Access Point Scope of Work outlines the objectives, responsibilities, and deliverables of the project between Client and J2 Strategic Solutions, Inc. This document serves as the foundation for a collaborative effort to maintain services effectively, ensuring clarity, accountability, and successful NAP project execution.

Client Responsibilities:

- The Client agrees to assist in coordinating and providing all necessary documentation, data, and other requested supporting materials as detailed in the scope of work exhibit.
- The Client shall ensure the active status of SAM, EHB, and grants.gov registrations and verify the accuracy of the Authorized Official's information, as applicable.
- The Client shall inform the Consultant of any travel plans for the Authorized Official/CEO or other leadership positions required to review any part of the application.
- **The Client attests that all information provided to the Consultants is true and accurate.**
- **The Client will ensure the timely provision of requested documents to the Consultant. Documents received less than two weeks before the submission deadline may not be included in the submission. J2 may not be able to accommodate substantial budget changes within two weeks of submission deadline.**

Consultant Responsibilities:

- Programmatic Planning: Recommend strategic directions aligned with Client priorities and funder historical preference.
- Quantitative Needs Assessment: Develop a comprehensive needs assessment for the proposed service area.
- Budget Justification: Prepare a one-year budget justification and provider productivity for compliance and upload to EHB.
- Proposal Writing: Draft all parts of the proposal narrative.
- Progress Reporting: Provide progress reports to the Client.
- Attachments: Ensure all grant components are compliant with the funding announcement.
- Compliance Assessment: Complete the required compliance assessment for the application.
- Application Submission: Upload the application to grant specific interface.
- Application Copy: Furnish the Client with an electronic PDF copy of the completed application.

Exhibit B: Invoices and Fees

Project Name: HRSA FY25 New Access Point (NAP)
Project Number: Project Number: CHW2402

Rates:

- The cost of the NAP agreement shall be **\$30,000**.
- 50% non-refundable deposit to be made within 10 days
- 25% due with substantial draft
- 25% due when final versions submitted to client

Invoices:

- Invoices shall be generated monthly for services rendered.
- Any invoices not paid within 45 days will incur a late charge of 1.5%.

Client: Coastal Health and Wellness

J2 Strategic Solutions, Inc.

Signature: _____

Signature: _____

Name: _____

Name: Jennifer Jones Santos

Title: Authorized Representative

Title: President

Date:

Date:

Name: _____

Email: _____

Client Billing Contact

Name: _____

Email: _____

Client Programmatic Contact



NAP Funding Cycles by Year

2010/2011

100% J2 clients funded

250 awards out of ~800 applications

2013/2014

100%

HRSA funded 32 in the first round and 236 in the second round out of ~1000 applications

2015 (HRSA scoring system changed)

80% J2 clients funded

HRSA funded 164 awards out of ~1200 applications

2019

30% J2 clients funded. HRSA had planned to award more applications in 2020 from this cycle, but COVID struck in 2020. HRSA funded 77 awards with 12 going to Puerto Rico due to Hurricane Maria. Approx ~1200 total applications. HRSA funded 5% of applications from the States (excluding Puerto Rico). Although disappointed, the 30% J2 rate was higher than the HRSA award rate, which we still considered a success.



References

Clients with at least 5+ years' experience with J2.

Alicia Donoghue (Public entity; FQHC Look-Alike; New Access Point)
Vice President and Chief of Staff
AltaPointe Health Systems
Mobile, AL
Email: adonoghue@altapointe.org

Bill Schlesinger (General community and homeless)
Executive Director
Project Vida Health Center
El Paso, TX
Office: (915) 465-1191 x 207
Email: w.schlesinger@pvida.net

Diem Nguyen, PharmD (General community and migrant seasonal farmworker)
Executive Director
NOELA Community Health Center
New Orleans, LA
Office: 504-309-8403
Email: diemnguyen.mqvncdc@gmail.com

Meagan Marshall (General community and migrant seasonal farmworker)
CEO
ResourceCare
Albany, TX 76430
Office: 325-762-2447 Ext 110
Email: mmarshall@resourcecare.org

Carl Coyle (FQHC Look-Alike)
CEO
Liberty Resources
Syracuse, NY
Office: (315) 425-1004
Email: ccoyle@liberty-resources.org

Michael Griffin, MSPH, DSc, FACHE
CEO
DePaul Community Health Centers
New Orleans, LA
Office: (504) 482-2080 X2205
Email: mgriffin@dcsno.org

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Network Refresh

Why is it needed?

Due to the unprecedented growth that both CHW and GCHD have had recently, we have begun experiencing issues with our network equipment across all departments. While investigating the issues and troubleshooting we found that our current network equipment has been discontinued with no replacement planned. Due to this we are unable to swap out equipment with off-the-shelf replacements. This is not necessarily a bad thing as our current equipment is of consumer/small business grade and not rated for enterprise use. This means that it was never meant to be used for an organization as big as ours.

Home / Ubiquiti US-48-750W EdgeSwitch PoE+ 48 (750W) (Discontinued)

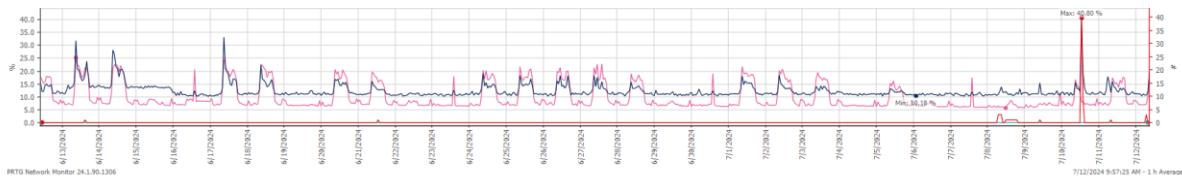


Ubiquiti US-48-750W EdgeSwitch PoE+ 48 (750W) (Discontinued)



The Ubiquiti US-48-750W EdgeSwitch PoE+ 48 (750W) has been discontinued by the manufacturer. For a comparable product please see the [Ubiquiti USW-Pro-48-POE 48-Port PoE UniFi Switch Flex](#)

Being consumer grade, the equipment was not able to handle our amount of internet use and would cause spikes in the network as shown by the blue line on the first quarter of the graph below. The means that when everyone would log in when arriving at work in the mornings the network would slow down and become unusable at times. To temporarily mitigate this, we used what little spare equipment we had on hand to establish a second network inside of the Mid County Annex/Texas City Clinic. You can see on the graph when we got that fine-tuned and the blue spikes began to diminish, and users stopped having as many issues.



How do we proceed?

Our network team has been working diligently with vendors to get budgetary pricing, researched equipment, and designed a new network before we brought this to you. They were able to find a vendor that offered a leasing option for 5 years with an estimated total annual cost of \$160,000 and CHW's portion for this would be approximately \$50,000 annually. With your approval and approval of the UBOH we will agree to terms under a prenegotiated pricing structure through the state's DIR program. Work will begin immediately with no payments due until October 2024.

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