SUBJECT: SCHOOL BEHAVIORAL HEALTH – PROOF OF CONCEPT

BID # ESC-0434-15 **OPEN DATE: 4/29/15**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: July 1, 2015 through June 30, 2016 with two (2) one (1) year renewal options

FOR: JACKSONVILLE CHILDREN'S COMMISSION

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: **22** NUMBER RECEIVED: **5** OTHER: **1**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to amend the contract with Children's Home Society of Florida to remove Chapter 118 and Unit of Service language as outlined in the attached memo for the period ending June 30, 2018. Total not to exceed expenditure amount of $1,284,000.00 will remain unchanged.

Funding Source: JCOD191RG-08201 - To be executed by formal contract as amendment through the Office of General Counsel (Contract #7095-24)

Attachments: Recommendation Memo and Previous Award(s)

ANALYST Annette Burney

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Colin Murphy, Senior Director of Operations, Jacksonville Children's Commission

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Children's Commission

Helping Jacksonville Grow Great Kids

MEMORANDUM

TO: Gregory Pease, Chief of Procurement
Procurement Division

FROM: Jon Heymann, Executive Director/CEO
Jacksonville Children's Commission

Colin Murphy, Senior Director of Operations
Jacksonville Children's Commission

SUBJECT: **BID# ESC-0434-15** – School Behavioral Health – Proof of Concept/Plus
#JCOD0191RG Contract #7095-24

DATE: **December 1, 2017**

The Jacksonville Children's Commission respectfully request to make the following amendments to remove the Chapter 118 and Units of Service language from the July 1, 2015 to June 30, 2018 School Behavioral Health-Proof of Concept/Plus contract:

1. Delete Section 2.1 (a)
2. Delete Section 3.5
3. Delete reference to Chapter 118, Ordinance Code, in Section 7.1
4. Delete Article VIII relating to required Audits
5. Delete first sentence of Section B of Exhibit C
6. Delete reference to Units of Service, Article III Payments, in Section 3.8
7. Delete reference to Units of Service in Exhibit A

The Chapter 118 language was not included in the Request for Proposal, nor was it the intent of the Children's Commission to do so; nevertheless, it was inadvertently put into the contract.

In addition, language regarding Units of Service, and/or the penalty for not meeting the proposed Units of Service was not included in the Request for Proposal. The JCC Board voted on June 14, 2017 to waive Unit of Service penalties for the above mentioned program.

If you need additional information, please let us know. Thank you for your consideration.

Cc: Annette L. Burney, Purchasing Analyst, Procurement
Cynthia Nixon, Director, Finance
Colin Murphy, Senior Director of Operations
Chandra Brown, Jacksonville Children's Commission

JACKSONVILLE CHILDREN'S COMMISSION
CONTRACT FOR CHILDREN'S SERVICES
School Behavioral Health - Proof of Concept

THIS JACKSONVILLE CHILDREN'S COMMISSION CONTRACT FOR CHILDREN'S SERVICES ("Agreement") is made and entered into in duplicate on this **1st** day of **July, 2015** by and between the **JACKSONVILLE CHILDREN'S COMMISSION,** an autonomous board within the Executive Branch of the Consolidated Government for and on the behalf of the **CITY OF JACKSONVILLE,** a municipal corporation in Duval County, State of Florida (hereinafter referred to as the *"Commission"*), and **THE CHILDREN'S HOME SOCIETY OF FLORIDA,** a non-profit Florida corporation with principal office located at **1485 S. Semoran Blvd, Suite 1448, Winter Park, FL 32792** (hereinafter referred to as the *"Provider"*) for the **School Behavioral Health Proof of Concept Program.**

RECITALS:

WHEREAS, pursuant to Section 51.104(c), *Ordinance Code*, the Commission is authorized to provide funding to agencies, in the City of Jacksonville, that are operated for the benefit of children, provided such agencies are not under the exclusive jurisdiction of the public school system; and

WHEREAS, pursuant to Section 51.104(j), *Ordinance Code*, the Commission is authorized to contract, on behalf of the City of Jacksonville with entities providing services for children; and

WHEREAS, the Commission prepared a Request for Proposals (RFP #ESC-0434-15) for School Behavioral Health – Proof of Concept (the "***RFP***"), a copy of which is on file with the City of Jacksonville and incorporated herein by reference; and

WHEREAS, Provider submitted its proposal in response to RFP (the "***Program Proposal***") and was awarded this Contract in accordance with the City of Jacksonville's purchasing and procurement provisions as evidenced by the Competitive Sealed Proposal Evaluation Committee (CSPEC) Award dated June 25, 2015 (the "***RFP Award***");

WHEREAS, Provider desires to operate the **School Behavioral Health Proof of Concept Program** (the "***Program***") at the Service Locations listed in Section 6 of **Exhibit A** (Scope of Services) to this Agreement (collectively, the "***Sites***" or individually, a "***Site***"); and

NOW, THEREFORE, in consideration of the mutual premises and covenants, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
SERVICES AND CONTRACT DOCUMENTS

1.1 Provider shall implement and deliver the Program at the Sites in accordance with the RFP and the Scope of Services attached hereto as **Exhibit A** (the "***Services***").

1.2 This Agreement consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments;
- The RFP Award;
- Any amendments to the RFP;
- The RFP, including the General Conditions and Supplemental Conditions thereof; and
- The Program Proposal, provided that any terms in the Program Proposal that are prohibited under the RFP shall not be included in this Agreement.

ARTICLE II
SERVICES TO BE PERFORMED

2.1 Provider shall:

a) To accept the funds provided by the Commission pursuant to the terms of this Agreement, the provisions of the Budget Ordinances and Parts 1-5, Chapter 118 of the *Ordinance Code* of the City of Jacksonville, as amended from time to time, a copy of which can be obtained by Provider online at http://library.municode.com/, and by this reference is made a part hereof and incorporated herein; such funds shall be used only for the Program and for no other purpose; and

b) To abide by Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as amended from time to time, a copy of which can be obtained by Provider online at http://www.leg.state.fl.us/Statutes/, and by this reference is made a part hereof and incorporated herein, by considering all documents relative to this Agreement and the funding thereunder to be public records, as defined in said Chapter 119, Florida Statutes; and

c) To abide by the background screening requirements found in Section 2.6 of the RFP and incorporated herein by reference; and

d) To abide by the Commission's Standards and SAMIS Reporting Requirements, copies of which Provider acknowledges receipt and review of by execution of this Agreement, as such standards and requirements may from time to time be amended by the Commission; and

e) To acknowledge receipt and review of the City of Jacksonville's Voice and Image Release Requirements, including completion of a Voice and Image Release Form, granting the City of Jacksonville the right to perpetually use, publish and copyright an individual's name, voice, picture, portrait, likeness, occupation and testimonial in all media for the City of Jacksonville, prior to publishing any activities involving children participating in the Program, by executing a Voice and Image Release Form simultaneously with the execution of this Agreement; and

f) To abide by the representations, terms and conditions contained in the Program Proposal.

2.2. If any services, functions or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement. Provider shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. In providing the Services under this Agreement, Provider, including its officers, employees, agents and subcontractors, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services.

2.3. Provider shall accept technical assistance related to reporting from the Commission and make any reasonable changes in its reporting procedures, which will better facilitate the documentation of program efficiency and effectiveness. Technical assistance could include, but would not be limited to, pilot testing, programmatic issues concerning the provision of services, and conversion to a new database system.

2.4. Provider shall notify the Commission if sufficient staff, facilities and equipment necessary to deliver the agreed upon Services cannot be maintained. Failure to notify the Commission of any such deficiencies or to adequately provide the Services described in each Program Proposal and the Commission Standards shall be a breach of this Agreement and grounds for termination under Article IV, in the sole and exclusive discretion of the Commission.

2.5. As a provider agency of the Commission, Provider shall participate in all Commission meetings and any other community activities reasonably requested by the Executive Director/CEO of the Commission.

2.6. Any change in top management or personnel provided shall be put in memorandum form and submitted for approval to the Commission's Contract Administrator designated in Section 2.9 below, thirty (30) days prior to such changes. Failure to properly notify the Commission shall constitute a breach of this Agreement and grounds for termination under Article IV, in the sole and exclusive discretion of the Commission.

2.7. In the provision of the Services, for the Program, Provider shall comply with any and all applicable Federal, State and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall also include, but are not limited to obtaining and maintaining all licenses and certifications, and obtaining all background checks of Provider's officers, employees, agents, contractors and subcontractors, that are required to perform the Services for each Program, as contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

2.8. Provider has obtained all necessary licenses or permits necessary to operate the Program and upon request by the Commission, shall provide the Commission with evidence of the same.

2.9. Commission shall designate, for the Services received, a Contract Administrator who will, on behalf of the Commission, coordinate with Provider and administer this Agreement according to the terms and conditions contained herein and in the exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of Provider to coordinate all Program related

activities with the designated Contract Administrator. The Commission's Contract Administrator shall be: **Chandra Brown,** 1095 A. Philip Randolph Blvd., Jacksonville, Florida 32206, Phone Number (904) 630-7260.

ARTICLE III
PAYMENTS

3.1 The maximum indebtedness of the Commission under this Agreement shall not exceed **FOUR HUNDRED TWENTY-EIGHT THOUSAND DOLLARS ($428,000.00)** ("***Maximum Indebtedness***"). All payments to Provider under this Agreement are contingent upon the existence of lawfully appropriated funds. At the time of execution of this Agreement, only twenty-five percent (25%) of the funding for the Program shall be encumbered and available to Provider and seventy-five percent (75%) of the funding for the Services is contingent upon approval and appropriation of such funding in the City of Jacksonville's 2015-2016 Fiscal Year annual budget ordinance. If funding for this Agreement comes from grant funds from a funding agency not a part of the City of Jacksonville, payment by the Commission is further contingent upon the Commission actually receiving such grant funds and those funds being appropriated by the City Council. In the event, City Council approves less than one hundred percent (100%) of the Maximum Indebtedness, Provider agrees to execute, within ten (10) days of demand thereof, any amendments to this Agreement which the Commission, in its sole discretion, deems necessary or appropriate.

3.2 The Commission shall make payments to Provider only in accordance with the budget attached hereto as **Exhibit B** (the "***Approved Program Budget***") and the Fiscal Programatic Requirements of Section 2.5 of the RFP. Provider shall only be reimbursed for Services provided during the Service Period (as defined in Section 4.1 of this Agreement).

3.3 The Commission shall make payments via Automated Clearing House (ACH) method of payment and Provider agrees to timely complete and submit to the Commission such forms as necessary to establish such payment method.

3.4 Provider agrees that any funds provided by the Commission for Services under this Agreement which are residual funds remaining unspent or unencumbered by any existing legal obligation at the conclusion of this Agreement shall be returned to the Commission in the form of a negotiable instrument not later than thirty (30) days after the close of the Service Period.

3.5 Provider shall comply with all applicable provisions of Chapter 118, City Ordinance Code, including but not limited to, the provisions in Sections 118.201 and 118.202 which provisions are by this reference incorporated herein; *provided however*, wherever the term 'Public Service Grant Council' is used, said term shall refer to the Jacksonville Children's Commission.

3.6 The Commission, in its sole discretion, may make an advance payment to Provider up to and not to exceed fifteen percent (15%) of the Maximum Indebtedness. Provider may request an advance payment by certifying in writing that such advance payment is necessary to commence the Services. Any such advancement shall be recouped as a credit against amounts otherwise payable to Provider under this Agreement.

3.7 The Commission shall make payments to Provider based on the Monthly/Quarterly Expenditure Report and Invoice Expenditure Report (the "***Expenditure Reports***") submitted in

accordance with the requirements of **Exhibit C** to this Agreement and contingent on receipt and approval of all supporting documentation required by the Commission. Such payments shall be made within twenty (20) days of the Commission's approval of the Expenditure Report. Provider shall be subject to penalties for failure to submit Expenditure Reports in a timely manner as set forth in Exhibit C. Continued failure to submit an Expenditure Report shall be deemed to be a material breach of this Agreement and may be grounds for termination of this Agreement, in the sole and exclusive discretion of the Commission.

3.8 Provider shall be paid according to the units of service (UOS) and number of children served (NCS) outlined in Exhibit A to this Agreement. If Provider reaches 90% to 100% of the UOS and the NCS, then contract shall be funded at 100%. If Provider reaches 89% and below of the UOS and NCS, the contract shall be funded based on the percentage of the UOS and NCS reached.

3.10 In the event Provider receives or uses any portion of funds received from Commission in a manner inconsistent with the terms of this Agreement (which shall include funds reimbursed to Provider by the Commission in error) or any applicable federal, state or local law, rule, regulation or policy, then Provider shall immediately refund and return all such funds to the Commission. Provider shall reimburse the Commission for all costs, expenses and fees, including attorneys' fees and court costs, incurred or expended by the Commission in connection with any collection efforts to recover any funds due Commission pursuant to this Agreement. The Commission may immediately terminate this Agreement if funds are improperly spent, and such termination may be provided orally with a written notice to follow.

ARTICLE IV
TERM OF AGREEMENT, TERMINATION AND SUSPENSION

4.1 This Agreement shall be effective as of **July 1, 2015** and shall continue through **June 30, 2016** (the "***Term***" or the "***Service Period***"). This Agreement may be renewed, at the discretion of the Commission, for up to two (2) one (1) year periods subject to the availability of lawfully appropriated funds.

4.2 Should either party default in its obligations under this Agreement, the non-defaulting party shall provide written notice, to the defaulting party of the default. The defaulting party shall be given ten (10) business days, from receipt of the notice of default (or any such other amount of time agreed to by the parties, in writing) to remedy the default. If the default is not remedied within such time frame, the non-defaulting party may terminate this Agreement, by giving the defaulting party thirty (30) days' advance written notice of termination.

4.3 Notwithstanding any provision of this Agreement to the contrary, the Commission may terminate this Agreement at any time in the event of loss of funding for any reason by giving Provider twenty-four (24) hours' oral notice with written confirmation following.

4.4 Notwithstanding any provision of this Agreement to the contrary, in the event of a default, the non-defaulting party shall be entitled to all available remedies at law or equity.

4.5 Notwithstanding any provision of this Agreement to the contrary, the Commission has the absolute right to terminate this Agreement for convenience, at any time.

4.6 In the event this Agreement is terminated for any reason, Provider shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, and for reasonable costs and fees associated with an orderly close-out of the work to the extent authorized in writing by the Commission. In the event this Agreement is terminated, Provider shall return to the Commission, within five (5) business days of receipt of a notice of termination, any funds that the Commission determines have not been earned.

ARTICLE V
ASSIGNMENT AND SUBCONTRACTS

5.1 Provider shall not assign or subcontract any rights or duties under this Agreement to any other party without the prior written consent of the Commission, which consent shall not be unreasonably withheld. If Provider attempts to assign any rights or duties without securing prior written permission, this Agreement may be terminated by the Commission, upon no less than twenty-four (24) hours' written notice.

ARTICLE VI
INDEMNIFICATION, SAFETY AND INSURANCE

6.1 Indemnification. Provider and its subsidiaries shall be subject to the Indemnification provisions contained in Section 2.6.2 of the RFP.

6.2 Protection of Persons and Property. Provider shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its Services or performance of its operations under this Agreement. Provider shall comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders bearing on the safety of persons or property or their protection from damage, injury or loss.

6.3 Insurance. Provider shall be subject to the provisions of Section 2.6.3 of the RFP, including, but not limited to maintaining the insurance coverage required therein at all times.

ARTICLE VII
RECORDS

7.1 In addition to the requirements in Section 10.14 of this Agreement, Provider shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles, as required in Chapter 118, *Ordinance Code* and Florida Statutes. All of Provider's financial records shall be maintained in such a manner so as to permit positive and ready identification at all times of any funds received by Provider from Commission from the time such funds are actually received by Provider until the time they are actually expended or disbursed by Provider according to the terms of this Agreement. Office of Management and Budget (OMB) Circulars including A-102, A-87, A-110, A-122, and A-21 may be used as a guide concerning records to be maintained. Provider's records shall be made available for audit, copying or inspection purposes at any time during normal business hours and as often as the Commission or the City of Jacksonville Council Auditor may deem necessary.

7.3Failure of Provider to keep and maintain records as required in this Agreement shall be a material breach of this Agreement and shall justify termination by the Commission, in the sole and exclusive discretion of the Commission.

ARTICLE VIII
AUDIT

8.1. A Provider receiving City funding less than $100,000 from the City of Jacksonville (the "*City*"), shall furnish an annual report of receipts and expenditures of City funds in such form as the Council Auditor shall prescribe. This report shall be certified as to its accuracy by the Financial Officer/Treasurer or Provider. This report shall be on a fiscal year of October 1 through September 30 and shall be due on November 15 of each year.

8.2 A Provider receiving City funding, either from one City funding source or cumulatively from several City funding sources, an amount from $100,000 to $500,000, shall furnish the Commission and the City a copy of an audit report in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA). This report shall be due within 120 days of the close of Provider's fiscal year and this report shall present information based on the City's fiscal year of October 1 through September 30.

8.3 A Provider receiving City funding, either from one City funding source or cumulatively from several City funding sources, an amount in excess of $500,000 shall furnish the Commission and the City a copy of an audit report conducted in accordance with both GAAS and Government Auditing Standards (GAS) issued by the Comptroller General of the United States, and if applicable the provisions of Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations", of its financial affairs for its fiscal year ending within the current fiscal year of the City made by an independent certified public accountant. This report shall be due within 120 days of the close of Provider's fiscal year and, in addition to the information described above, this report shall present information regarding its use of the Commission and City funding based on the City's fiscal year of October 1 through September 30.

8.4 The independent auditor's report shall include a separate statement which identifies the source and use of each appropriation approved by the Commission/City of Jacksonville pursuant to this Chapter, based on City of Jacksonville's fiscal year. The statement should present the actual receipts and expenditures of Commission/City of Jacksonville funds as compared to the budget. The statement should use the budget as reflected within Provider's grant contract. Any approved changes to the original budget should be appropriately reflected on the statement.

8.5 The Commission shall not provide reimbursement for contractual expenses during the period of time that Provider's audit report is delinquent.

ARTICLE IX
CIVIL RIGHTS

9.1 Provider shall not discriminate against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap, marital status or Veteran's status in the performance of this Agreement.

9.2 Provider shall comply with Title VI of the Civil Rights Act of 1964 in regard to the persons served and employees or applicants for employment.

9.3 Provider shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.

9.4 Provider shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) in regard to employees and persons served.

9.5 It is expressly understood that, upon receipt of evidence of any discrimination in violation of this Article IX, the Commission shall have the right to terminate this Agreement.

ARTICLE X
GENERAL CONDITIONS

10.1 Amendments and Counterparts. This Agreement may be amended or modified only by a written instrument executed by the authorized officer, agent or representative of each party to this Agreement. The parties agree to amend this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary. This Agreement may be executed by the parties in counterparts, each of which when taken together shall be deemed one original agreement.

10.2 Funding Statement. When referencing the Program, Provider shall include the statement "This program is funded in whole or in part by the Jacksonville Children's Commission of the City of Jacksonville" or similar language agreed to in writing by both parties.

10.3 Use of Funds. Provider shall use every dollar provided by the Commission only for the Program and for no other purpose. Provider shall not use funds received under this Agreement in any manner or for any purpose whatsoever in connection with an agency program that delivers training or teaching that is purely religious in nature.

10.5 Severability. Should any provision(s) of this Agreement be deemed to be unenforceable or illegal, by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.

10.6 Construction. Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement.

10.7 Governing Law and Venue. This Agreement shall be governed by and interpreted exclusively under the laws of the State of Florida. Venue for litigation under this Agreement shall be in Jacksonville, Duval County, Florida.

10.8 Notice. All notices shall be in writing and shall be deemed duly given (a) on the date of delivery, if delivered personally, (b) if sent by a nationally recognized overnight courier service, with charges paid by the sending party, on the scheduled date of delivery by such service or (c) on the fifth business day following the date of mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid to the party to receive such notice, at the following

addresses, or such other address as a party may designate from time to time by notice in accordance with this Section:

If to the Commission:	If to Provider:
Jacksonville Children's Commission	The Children's Home Society of Florida, Inc.
Jon Heymann, Executive Director/CEO	Kymberly Cook, Executive Director
1095 A. Philip Randolph Boulevard	1485 S. Semoran Boulevard, Suite #1448
Jacksonville, Florida 32206	Winter Park, Florida 32792

10.9 Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between Commission and Provider with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, between Commission and Provider with respect to the subject matter hereof and thereof.

10.10 Non-waiver. Failure by either party to insist upon strict performance of any of the provisions of this Agreement, either party's failure or delay in exercising any rights or remedies provided herein, the Commission's payment for the Services or any part thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

10.11 Independent Contractor. Provider shall perform the Services as an independent contractor and not as an agent, employee, partner, joint venturer or associate of the Commission. Provider shall be solely responsible for the means, methods, techniques, sequences and procedures used in the performance of this Agreement.

10.12 Retention of Records/Audit. In addition to other record keeping and audit requirements::

10.12.1 Provider shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services and all other documents, in whatsoever form or format including, but not limited to electronic storage media, sufficient to reflect all receipt and expenditures of funds provided by the Commission under this Agreement (the "***Records***").

10.12.2. Provider shall retain all Records for a period of six (6) years after the last day of the Program. If an audit has been initiated and audit findings have not been resolved at the end of six years, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the Commission. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

10.12.3. Upon demand, at no additional cost to the Commission, Provider shall facilitate the duplication and transfer of any Records during the required retention period in Section 10.12.2 hereof.

10.12.4. Provider shall provide these Records at all reasonable times for inspection, review, copying or audit by the Commission.

10.12.5. At all reasonable times for as long as the Records are maintained, Provider shall allow persons duly authorized by the Commission to have full access to and the right to examine any of the Records, regardless of the form in which kept.

10.12.6. Provider, at its sole and exclusive cost and expense, shall provide audits or reports as requested by the Commission, and shall insure that all related party transactions are disclosed to the auditor.

10.12.7. To comply and cooperate immediately with any inspections, reviews, investigations, deemed necessary by the Commission.

10.12.8. Provider shall permit the Commission to interview any employees, subcontractors and subcontractor employees of Provider to assure the Commission of the satisfactory performance of the terms and conditions of this Agreement. Following such review, if performance of Provider is, in the opinion of the Commission, deficient, the Commission will deliver to Provider a written report of the deficiencies and request for development by Provider of a corrective action plan. Provider hereby agrees to prepare and submit, to the Commission, said corrective plan within ten (10) days of receiving the written report. Thereafter, Provider shall correct all deficiencies in the corrective action plan, within ten (10) days from the Commission's receipt of the corrective action plan.

10.12.9. All reports, audits, and other information provided by Provider pursuant to this Section shall contain the following statement: "The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes."

10.12.10. To the extent that Provider uses subcontractors in the performance of the Services under this Agreement, or assigns this Agreement with prior Commission consent, Provider shall include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

10.13 Provider defined. As used in this Agreement, the term "Provider" shall include, but not be limited to, Provider, its officers, employees, agents, subcontractors and other persons, firms, partnerships, corporations or other entities working for it or on its behalf.

10.14 Conflict of Interest. The parties shall follow the provisions of Section 126.112, *Ordinance Code* with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the Commission, to the extent the parties are aware of such conflict.

10.15 Ethics in Agreements. Provider represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*, as amended from time to time, copies of which can be obtained by Provider online at http://library.municode.com/, and by this reference is made a part hereof and incorporated herein.

10.16 Non-Discrimination Provisions. In conformity with the requirements of Section 126.404, *Ordinance Code*: Provider represents that it has adopted and shall maintain a policy of non-

discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. Provider agrees that, on written request, it shall permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided however*, that Provider shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. Provider agrees that, if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

10.17 Prompt Payment:

10.17.1 *Generally*. When Provider receives payment from the Commission for labor, services or materials furnished by subcontractors and suppliers hired by Provider, Provider shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Provider's receipt of payment from the Commission. Nothing herein shall prohibit Provider from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Provider may dispute the disputed portion of any such payment only after Provider has provided notice to the Commission and to the subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the Commission and said subcontractor or supplier within ten (10) calendar days after Provider's receipt of payment from the Commission. Provider shall pay all undisputed amounts due within the time limits imposed by this Section.

10.17.2 *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation*. Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (referred hereinafter as the "***Code***"), Provider shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("***JSEB***") and Minority Business Enterprises ("***MBE***"), as defined therein, their pro rata share of their earned portion of the progress payments made by the Commission, under this Agreement, within seven (7) business days after Provider's receipt of payment from the Commission(less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Provider, Provider shall provide to the Commission, with its requisition for payment, documentation that sufficiently demonstrates that Provider has made proper payments to its certified JSEB's or MBE's from all prior payments Provider has received from the Commission. Provider shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to Provider. If Provider withholds payment to its certified JSEB's or MBE's, which payment has been made by the Commission to Provider, Provider shall return said payment to the Commission. Provider shall provide notice to the Commission and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) shall be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the Commission and said JSEBs or MBEs within five (5) calendar days after Provider's receipt of payment from the Commission. Provider shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEBs or MBEs within seven (7) business days shall be a

breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld, by the Commission, not as a penalty, but as liquidated damages to compensate for the additional contract administration by the Commission.

10.17.3 *Third Party Liability.* The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between the Commission and any subconsultant, subcontractor, supplier, JSEB or MBE or any third party or create any Commission liability for Provider's failure to make timely payments hereunder. However, Provider's failure to comply with the Prompt Payment requirements shall constitute a material breach of Provider's contractual obligations to the Commission. As a result of said breach, the Commission, without waiving any other available remedy it may have against Provider, may: (i) issue joint checks; and (ii) charge Provider a 0.2% daily late payment interest charge or charges specified in said Chapter 126 of the Code for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or MBE's, whichever is greater.

[Remainder of this page is left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year as indicated below.

ATTEST:

JACKSONVILLE CHILDREN'S COMMISSION
for and on the behalf of the ***CITY OF JACKSONVILLE***, a *Florida municipal corporation*

BY: _____ Witness

BY: _____ Jon Heymann, Executive Director/CEO

DATE: 8/12/2015

ATTEST:

THE CHILDREN'S HOME SOCIETY OF FLORIDA

BY: Gargulya Brown Witness

BY: _____ Authorized Official (SEAL)

DATE: 8-4-2015

Kymberly Cook
(Printed Name of Signer)

Executive Director
Title

In compliance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the current year portion of the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

Program
FY 2015:JCOD191RG - $107,000.00
FY 2016:JCOD191RG - $321,000.00
Total Encumbrance - $428,000.00
Sub Object: 08201

Acting Director of Finance
Contract # 7095-24

Form Approved:

Office of General Counsel

g:\gen\operations\jdays\jcc\school behavioral health - proof of concept\children's home society clean.doc

EXHIBIT A

SCOPE OF SERVICES

Provider: Children's Home Society
Program: School Behavioral Health Proof of Concept

In addition to any services stipulated by Provider in the Application, the Provider shall perform the following services:

1. **Program Design Requirements**:
   - Provide mental and behavioral health prevention and intervention services for students to address issues related to depression, stress and trauma, anger management/domestic violence, child abuse/neglect, parent/child bonding, attachment, emotional competence, attention/hyperactivity and other issues
   - Providers will provide age appropriate therapeutic and behavioral service approaches
   - The referral process will be easy to navigate; students can refer themselves or be referred by peers, parents, teachers, school officials, or other community agencies
   - Promote the engagement of students, families and teachers in therapy services
   - Will use a multi-tiered support system to provide interventions that best serve the mental health needs of students and their families
   - Interventions can be delivered individually, in a group setting, in a classroom or with the student's family
   - Services will be solutions-based and driven by the needs and desires of the youth and family
   - Provider will participate in collaborative coordination efforts with other partners in the school, particularly with the SBH/POC United Way Coordinator and the SBH/POC Social Worker: to include regular meetings to discuss program implementation
   - Provider will comply with the Proof of Concept Service Model as indicated in the RFP ESC-0434-15
   - A master level therapist will be housed in each of the participating schools
   - Providers will maintain caseloads of at least 30-35 students
   - 75% of students will be served up to six (6) months or 26 sessions and no more than 25% of students' treatments require more than six (6) months or more than 27 sessions
   - All service types will take place on the school grounds
   - Services will continue throughout the summer and when school is not in session
   - See Program Proposal and/or RFP for further details

2. **Staffing Requirements:**
   - 12 master level therapists and one Licensed Supervisor
   - Staff is diverse, culturally competent, and multi-lingual that reflects the school that they are servicing
   - All staff is trained in System of Care Core Values
   - Shall require Level 2 Screening as a condition of employment and continued employment of all Covered Persons. Provider shall repeat the Level 2 Screening at least every 5 years from the date of the initial Level 2 screening or re-screening

- Provider shall submit a signed affidavit declaring that a Level 2 Screening has been completed and is current for all Covered Persons at least annually, as defined in its contract with the Commission
- See Program Proposal and/or RFP for further details

3. **Chart Documentation:**
   - Client records must include program consents, demographic information, referral source, presenting problem, financial eligibility (Medicaid, private insurance, none) and the name of the individual with primary responsibility for treatment, screening and assessment information, service plan, progress notes, medication profile, release of confidential information, summary discharge reports, treatment plans, parent and teacher contact, and outcome measures

4. **Number of Children Served**
   - Services will be provided to 100 children per school site (12 school sites) for a total of 1,200 children
   - 1,080 and/or 90% of the projected number of children to be served will be served by the end of the contractual agreement – Failure to reach may result to a reduction in funding
   - 50% or 8,704 units of service will be reached by December 31, 2015 – failure to reach by this date may result in the Total Program Score being below Satisfactory. The program may also be placed on Probation and required to submit and follow a Corrective Action Plan
   - 15,667 and/or 90% of the projected (17,408) units of service will be reached by the end of the contractual agreement – Failure to reach may result to a reduction of funding.
   - See Program Proposal and/or RFP for further details

5. **Payer of Last Resort**
   - The Jacksonville Children's Commission will be the funder of last resort. Clients eligible to receive payment coverage through private insurance, Medicaid, or other independent sources of coverage must receive coverage through that payer. However, the Commission will provide payment for services to clients referred to Full Service Schools when another payer source is not available and participants are unable to self-pay

6. **Service Location(s):**
   - Ribault High School – 3701 Winton Drive, 32208
   - Raines High School – 3663 Raines Ave., 32209
   - A.Philip Randolph High School – 1157 Golfair Blvd., 32209
   - Northwestern Middle – 2100 W 45th St., 32209
   - Ribault Middle – 3610 Ribault Scenic Dr., 32208
   - Carter G. Woodson Elementary – 2334 Butler Ave., 32209
   - Martin Luther King Jr., Elementary – 8801 Lake Placid Dr., 32208
   - Rufus E. Payne Elementary – 6725 Hema Rd., 32209
   - Rutledge Pearson Elementary – 4346 Roanoke Blvd., 32208
   - S.A. Hull Elementary – 7528 Hull St., 32209
   - St. Clair Evans Elementary – 5443 Moncrief Rd., 32209
   - Sallye B. Mathis Elementary – 3501 Winton Drive, 32208

7. **Additional Program Services Provided by Agency:**
    - See Program Proposal for further details

8. **Term of Agreement**:
    - July 1, 2015 through June 30, 2016

EXHIBIT B

Jacksonville Children's Commission Funding Application: Program Budget

School Behavioral Health - Proof of Concept

ESC-0423-15

Categories and line Items	Prior Year Funding PY 12/13	Current Year Budget PY 13/14	Total Program Cost PY 14/15	Jacksonville Children's Commission Request	Medicaid	All Other Funding Sources for Program
Personnel Expenses						
Salaries and Wages						
Regular Salaries and Wages			$493,000	$305,500	$187,500	
Subtotal Salaries and Wages	$0.00	$0.00	$493,000	$305,500	$187,500	$0.00
Payroll Taxes and Benefits						
FICA			$37,715	$23,371	$14,344	
Life and Health Insurance			$78,929	$48,911	$30,019	
Retirement Contributions			$0			
Unemployment Compensation			$3,698	$2,291	$1,406	
Workers Compensation			$8,825	$5,468	$3,356	
Subtotal Payroll Taxes and Benefits	$0.00	$0.00	$129,166	$80,041	$49,125	$0.00
Total Personnel Expenses	**$0.00**	**$0.00**	**$622,166**	**$385,541**	**$236,625**	**$0.00**
Operating Expenses						
Special Contracts and Consultants						
Program Consultants and Contractual			$1,417		$1,417	
Special Contracts and Consultants	$0.00	$0.00	$1,417	$0	$1,417	$0.00
Programmatic Supplies & Assistance						
Educational Materials						
Program Supplies			$3,000		$3,000	
Student Field Trip Entrance Fees, Memberships, Scholarships						
Student Transportation (including field trip transportation)						
Snack or Food						
Subtotal of Programmatic Supplies & Assistance	$0.00	$0.00	$3,000	$0	$3,000	$0.00
Office Expenses						
Telephone			$15,776	$3,550	$12,226	
Utilities			$761		$761	
Postage, Shipping, Delivery			$1,000		$1,000	
Supplies					$0	
Copying			$5		$5	
Subtotal of Office Expenses	$0.00	$0.00	$17,542	$3,550	$13,992	$0.00
Capital Outlay						
Operating Capital Outlay - Computers			$5,000		$5,000	
Operating Capital Outlay - Other						
Subtotal of Capital Outlay Expenses	$0.00	$0.00	$5,000	$0	$5,000	$0.00
Rentals & Maintenance Contracts						
Lease Rent - Equipment			$1,304		$1,304	
Lease Rent - Building			$2,183		$2,183	
Maintenance - Equipment			$1,200		$1,200	
Maintenance - Building			$1,033		$1,033	
Subtotal of Rentals & Maintenance Expenses	$0.00	$0.00	$5,720	$0	$5,720	$0.00
Insurance Expenses						
Insurance - Insurance other			$9,197		$9,197	
Subtotal of Insurance Expenses	$0.00	$0.00	$9,197	$0	$9,197	$0.00
Professional Development						
Staff Travel			$1,000		$1,000	
Conferences and Staff Development			$71		$71	
Background and Drug Screenings			$1,000		$1,000	
Membership Fees and Subscriptions (Staff)			$351		$351	
Subtotal of Professional Development Expenses	$0.00	$0.00	$2,421	$0	$2,421	$0.00
Other Operating Expenses						
Depreciation			$6,214		$6,214	
Special events			$489		$489	
Financial management			$254		$254	
Outreach to Families						
Outside Printing and Artwork						
Local Mileage Reimbursement			$4,000	$0	$4,000	
Other Allowable Costs						
Subtotal of Other Operating Expenses	$0.00	$0.00	$10,956	$0	$10,956	$0.00
Total Operating Expenses	**$0.00**	**$0.00**	**$55,254**	**$3,550**	**$51,704**	**$0.00**
Total Direct Costs (Personnel and Operating Expenses)	**$0.00**	**$0.00**	**$677,420**	**$389,091**	**$288,329**	**$0.00**
Indirect Costs						
Allocated Management & General Indirect Costs *(not to exceed 12% of total Direct Expenses)*						
Total Indirect Costs	**$0.00**	**$0.00**	**$69,647**	**$38,909**	**$30,738**	**$0.00**
Grand Total (Direct & Indirect Costs)	**$0.00**	**$0.00**	**$747,067**	**$428,000**	**$319,067**	**$0.00**
Percent of the Budget			100 %			

All items must be included in the narrative section of the Budget

JCC Funding Application
Budget Narrative (Max. 3 Pages)
Proposed Funding Period: PY 2015-16

REVENUE: Describe and list all "Other Funding Sources" for this program

Agency Provided Funding **Jacksonville Children's Commission**

EXPENSES:

Please provide a narrative description for all categories for which you are seeking funding and explain relevant mathematical calculations. See "Budget Information" pages for additional guidance.

Please feel free to add additional lines as necessary to provide explanations

Personnel Expenses

NOTE: Each position classification (i.e. "Teacher", "Case Worker") should be listed individually with portion to be funded by JCC grant noted (i.e. 2 FTE, 1.25 FTE)

Salary & Wages		**Salary**	
Lcnsd Supervisor	1 FTE	$43,000.00	JCC grant
Clinical Counselor	6 FTEs X 37,500	$262,500.00	JCC grant

Direct Costs are those costs that can be identified specifically with particular cost objectives such as a grant, contract, project function or activity

Benefits (listed)

Payroll Taxes & Benefits		JCC grant	FICA	RETIREMENT	W/C	HEALTH	UNEMP
FICA	7.65%	20,070.75					
Workers compensation	1.79%	5,468.45					
Unemployment compensation	0.75%	2,291.25					
Thrift match	2.28%	6,965.40					
Health Insurance	9.92%	30,305.60					
Pension	3.50%	10,692.50					
Disability insurance	0.17%	519.35					
Life insurance	0.14%	427.70					
		80,041.00					

Operating Expenses

Office Expenses

Cellular Telephone Service	data phones for staff 13 FTE x$85.00x12-$13,260. JCC will cover $3,550 of this ex	9,690.00
Special Contracts & Consultants		$0.00
Programmatic Supplies & Assistance		$0.00
Educational Materials		
Program Supplies		
Student Transportation		$0.00
Office Expenses		
Telephone		$0.00
Utilities		$0.00
Supplies		$0
Capital Outlay		$0.00
Rental & Maintenance Contracts		$0.00
Insurance Expenses		$0.00
Professional Development		$0.00

Other Operating Expenses

Local Mileage Reimbursement
.90/permile

Indirect Costs: _____ is based on a 10% $38 909 00

Indirect Costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project, function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs. These costs are grouped into common pools and distributed to benefiting activities by a cost allocation process.

For additional information on developing an indirect cost rate, see http://rates.psc.gov/fms/dca/np_exall2.html.

EXHIBIT C

SPECIAL PROVISIONS

A. Monitoring

Provider shall:

1. Provide progress reports, including data reporting requirements as specified in this **Exhibit C.** These reports will be used for monitoring progress or performance of the Services.

2. Provide access to, or furnish whatever information is necessary to effect this monitoring.

3. Permit the City and/or the Commission to monitor the service program operated by Provider or approved subcontractor or assignee according to applicable local, state and federal laws and regulations. Such permission shall include access to all client records and records of all personnel who have access to clients.

B. Unallowable Expenditures

Provider shall immediately return to the Commission all funds expended for disallowed expenditures as determined in accordance with Parts 3 and 4 of Chapter 118 of the City Ordinance Code. **Appropriation moneys may not be expended for the purposes listed in Section 2.5.7 of the RFP.** The Commission shall not reimburse Provider for other unallowable expenditures as determined by the Commission.

C. Bank Accounts

Provider shall maintain separate bank demand and/or time deposit accounts and deposit the Commission funds received, and no other funds, in such accounts and make all disbursements of Commission funds from such accounts, or with the approval of the **CITY COUNCIL AUDITOR'S OFFICE**, maintain a separate budgetary accounting system so that the receipt and disbursement of Commission funds can be accurately and adequately determined by reference to the books of accounts of Provider.

D. Non-Expendable Property

Any tangible personal property purchased by Provider with funds received from the Commission, which has a value of $1,000 or more, shall have a useful life of one (1) year or more. Provider shall retain property inventory records, acquisition documents and inventory such property at least annually. **Provider shall forward a copy of the purchase related documents and the annual inventory to the Contract Administrator.** Upon the expiration of the useful life of such property or upon the expiration of the Program, whichever occurs first, such property shall be transferred free and clear of all liens and encumbrances to the Commission or disposed of as authorized in writing by the Commission.

E. Funding Acknowledgment

Provider agrees to display the Jacksonville Children's Commission logo on all letterhead, published materials, vehicles, buildings, etc. The logo should be accompanied by the statement:

"Funded in whole or in part by the Jacksonville Children's Commission." Appropriate logo artwork is available, upon request, from the Commission.

F. REPORTING REQUIREMENTS

Quarterly Activity Report and Invoice/Expenditure Report

1. On or before the 15th day of the month following the end of each calendar month or quarter in the Service Period as determined by the agency's elected reporting period of monthly or quarterly (see outlined below), Provider shall submit to the Commission the SAMIS Invoice/Expenditure Report, through an existing web-based (internet) system. The SAMIS Invoice/Expenditure Report, shall detail, for each line item, the approved budget, the expenditures against that budget for the reporting period, the expenditures year-to-date, and the balance remaining.

Monthly/Quarterly Activity Report and Invoice/Expenditure Report Deadlines for the Service Period (July 1, 2015 through June 30, 2016)

Reporting Period	Monthly Report Due	Quarterly Report Due
July 31st	August 15th	
August 31st	September 15th	
September 30th	October 15th	October 15th
October 31st	November 15th	
November 30th	December 15th	
December 31st	January 15th	January 15th
January 31st	February 15th	
February 28th	March 15th	
March 31st	April 15th	April 15th
April 30th	May 15th	
May 31st	June 15th	
June 30th	July 15th	July 15th

2. The penalty for late submission of SAMIS Invoice/Expenditure Report will be a reduction to the current reimbursement request for each site as outlined below:

a. Up to ten (10) days after the due date specified in the contract – 5% reduction
b. Eleven (11) days and up to thirty (30) days – 10% reduction
c.. After thirty (30) days – 10% reduction and the payment will be delayed until the next quarterly reimbursement request is submitted.

3. Provider shall track the progress on a quarterly basis and provide a year-end summary report to the Commission.

4. The Commission, as well as the City Council and Mayor's Office, want to ensure program effectiveness and excellent outcomes. Therefore, specific outcome measurements have been developed and Provider shall be expected to reach established targeted goals, ranging in the eightieth or ninetieth percentile. Poor Program outcomes could adversely impact Provider's future funding opportunities for the next year. The Program is expected to reach the following Goals.

a. 90% of the projected number of students will receive therapeutic and/or behavioral services
b. 85% of students who complete treatment will improve their social/emotional functioning as evidenced by the Children's Functional Assessment Rating Scale (CFARS) pre/post assessment
c. 85% of parents will indicate the mental health services received were beneficial, via survey instruments
d. 85% of teaches or referral source will indicate that the mental health services received were beneficial, via survey instruments
e. 75% of students will be served up to six (6) months or 26 sessions and no more than 25% of students' treatments require more than six (6) months or more than 27 sessions
f. 90% of UOS will be maintained
g.

G. Budget Revisions Reporting

1. Provider shall submit all expenditure and revision reports in the format approved by the Commission.

2. Provider shall expend funds through the terms of this contract as detailed in the approved line item budget for services to be provided under this Agreement.

3. Provider shall provide justification for any requested changes to the Approved Budget. Such changes among line items shall be approved through SAMIS (web-based system) by the Commission prior to expenditure of funds. Changes to the Approved Budget shall meet the following conditions:

a. The changes do not increase or decrease the original dollar amount of this Agreement.
b. There is another line item in the budget from which funds will be shifted.
c. The change does not involve establishing a new line item category or totally eliminating a line item category.
d. Proposed amount of dollars to be transferred from one line item to another line item does not exceed 10% of the total dollar amount of the Agreement.
e. Any year-end budget amendments shall be submitted to the Commission prior to **May 31, 2016.**

4. Budget changes initiated by Provider, which involve an increase or decrease of $25,000 or 10% of the original contract amount, whichever is less, subject to budgetary constraints and funds availability to meet unanticipated needs, shall require a properly executed contract amendment, signed by Provider and the Commission before the effective date for implementation of the specific change.

5. Budget transfers between programs and/or sites are not allowed.

H. Incident Reporting

1. Provider shall establish procedures to facilitate reporting of incidents to program management and to the Commission.

2. Provider shall notify the Commission's Contract Administrator via telephone, email and/or fax immediately upon learning of an out-of-the-ordinary incident and after being assured that any remaining hazards have been eliminated and any necessary emergency assistance has been obtained. After such notification, Provider shall submit the required written report.

3. All incidents shall be reported on a form provided by the Commission no later than forty-eight hours after occurrence.

4. The Commission requires reporting of all incidents, occurrences or events within funded programs which:
   a. Place clients or employees at risk;
   b. Result in serious injury to clients or employees;
   c. Require the direct intervention of program or agency management staff; or
   d. Could generate favorable or negative public reaction or media attention.

4. Examples of reportable incidents include, but are not limited to:
   a. Notable client achievements
   b. Abduction/kidnapping of a client
   a. Auto accident resulting in injury
   b. Bomb threat
   c. Employee misconduct including law violations
   d. Epidemic or other public health emergency
   e. Fire, flood or other disaster
   f. Injury to client or employee requiring medical attention
   g. Media coverage – actual or potential
   h. Missing client/runaway

5. Incidents or allegations of Abuse, Neglect or Exploitation shall be reported immediately to the Abuse Registry at 1-800-96-ABUSE, as well as to the Commission within 48 hours.

I. Calendar Items

Provider shall provide the Commission a monthly report of all calendar activity items that relate to this Agreement. This report should include all activity items scheduled for the upcoming month and be submitted ten (10) days prior to the beginning of the month reported on.

J. End of Year Report

Provider shall submit to the Commission, thirty (30) days after the close of this Agreement, a final report in a format to be supplied by the Commission. Such report shall summarize all contract activities, services provided, clients served, and outcomes documented to date. The report shall also contain current demographic data, the levels of achievement attained for each client performance indicator and outcome measures, including a description of the data and methodology used to determine the reported outcomes (see Application for Funding for details). Outcomes requiring a one-year follow-up of clients shall be reported again to the Commission no later than thirty (30) days after the end of the ensuing contract year.

K. Voice and Image Release Reporting

Provider shall ensure that a Voice and Image Release form, a copy of which has been provided to Provider, is completed prior to publishing any activities involving children participating in the Program.

SUBJECT: SCHOOL BEHAVIORAL HEALTH – PROOF OF CONCEPT

BID # ESC-0434-15 OPEN DATE: 4/29/15

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: July 1, 2015 through June 30, 2016 with two (2) one (1) year renewal options

FOR: JACKSONVILLE CHILDREN'S COMMISSION

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 22 NUMBER RECEIVED: 5 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the first of two (2) renewal options with Children's Home Society of Florida for the period of July 1, 2016 through June 30, 2017. Total revised estimated annual expenditure in the amount of $428,000.00, for a not to exceed expenditure amount of $856,000.00.

Funding Source: JCOD191RG-08201 – To be executed by formal contract amendment #1 through the Office of General Counsel (Contract #7095-24)

Attachments: Recommendation Memo, Vendor Letter and Previous Award(s)

ANALYST ANNETTE BURNEY RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: COLIN MURPHY, SENIOR DIRECTOR OF OPERATIONS, JCC

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING _____ DATE: 5-19-16

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 5/19/16

APPROVED ✓ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

SUBJECT: SCHOOL BEHAVIORAL HEALTH – PROOF OF CONCEPT

BID # ESC-0434-15 OPEN DATE: 4/29/15

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: July 1, 2015 through June 30, 2016 with two (2) one (1) year renewal options

FOR: JACKSONVILLE CHILDREN'S COMMISSION

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 22 NUMBER RECEIVED: 5 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Approval was granted 6/5/15 to conduct interviews with Children's Home Society of Florida, Daniel Memorial, Inc. and Child Guidance. Recommend approval to rescind the request to conduct interviews as they were not held in accordance with Chapter 126.204 of the Procurement Code. JCC requests to use the highest score based on the evaluation criteria as the basis of award.

Recommend approval of award to the highest ranked firm, Children's Home Society of Florida, as the provider for School Behavioral Health Proof of Concept service location, Ribault Family Resource Center. Period of service is from July 1, 2015 through June 30, 2016 in the total not to exceed expenditure amount of $428,000.00.

Funding Source: JCOD191RG-08201 – To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Tabulation, Evaluation Matrix and Scoring Sheet, Scope of Work

ANALYST _____ ANNETTE BURNEY

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: COLIN MURPHY, SENIOR DIRECTOR OF OPERATIONS, JCC

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING _____ DATE: 06/25/15

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 6/25/15

APPROVED _____ DISAPPROVED: _____

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

OTHER: _____

SIGNATURE OF AUTHENTICATION _____