3

SUBJECT: Juvenile Justice Diversion Program

BID #: ESC-0464-20 **OPEN DATE: 8/5/2020**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – September 1, 2020 through September 30, 2021 with four (4) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 7 **NUMBER RECEIVED:** 6 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend the award with Managed Access to Child Health, Inc. (MATCH), contract number 70407-20, to extend through August 31, 2022. Total expenditure amount will remain the same, not to exceed $1,990,132.00.

Funding Source – 10901.181001.582001.000000.00000457.00000.0000000 – To be executed by formal contract amendment through the Office of General Counsel

Attachments: Recommendation Memo and Previous Award

ANALYST: _____ JACLYN STAMOS

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Saralyn Grass, Chief Administrative Officer, Kids Hope Alliance

(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 _____

Board of Directors

Dr. Marvin Wells
Chair

Tyra Tutor
Vice Chair & Treasurer

Rose Conry
Secretary

Rebekah Davis

Kevin Gay

Marsha Oliver

Jenny Vipperman

Board Liaisons

Duval County Public Schools

Jacksonville City Council

Jacksonville Sheriff's Office

Public Defender's Office

State Attorney's Office

Executive Staff

Mike Weinstein, J.D.
Chief Executive Officer

Saralyn Grass, Ed.D.
Chief Administrative Officer

Kenneth Darity
Chief Programs Officer

KIDS HOPE ALLIANCE

MEMORANDUM

TO: Gregory Pease, Chief of Procurement

FROM: Michael Weinstein, Chief Executive Officer
Kids Hope Alliance (KHA)

CC: Saralyn Grass, Chief Administrative Officer
Kids Hope Alliance (KHA)

Kenneth Darity, Chief Programs Officer,
Kids Hope Alliance (KHA)

SUBJECT: Request to Amend Contract #70407-20 –Managed Access for Child Health, Inc. dba Partnership for Child Health – Diversion program to provide a no-cost extension to extend the contract to August 31, 2022.

DATE: July 22, 2022

Kids Hope Alliance, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("KHA") respectfully requests the following:

Request to Amend Contract #70407-20 –Managed Access for Child Health, Inc. dba Partnership for Child Health – Diversion program to provide a no-cost extension to extend the contract to August 31, 2022. The No Cost Extension is to ensure that MATCH Diversion program is able to spend the remainder of their allocated funds for their program which is approximately $306,000.

Upon approval of the request, the contract will be executed by City of Jacksonville Office of General Counsel.

KHA anticipates funding as follows:

Fund	Center	Account	Project	Activity	Interfund	Future
10901	181001	582001	000000	00000457	00000	0000000

No Cost Extension/Total Funding **$1,990,132.**

If you desire additional information, please contact Tyrica Young at 904-255-4423 or e-mail, tyricay@coj.net.

Cc: Benjamin Kemp, Buyer
Jessica Pitts, Director Finance
Joyce Watson, Director, Administration, Contracts, and Purchasing
Tyrica Young, Director, Research & Grant

1095 A. Philip Randolph Blvd., Jacksonville, FL 32206 | (904) 255-4400 | Fax: (904) 255-4502

Rec'd 6/21/22

KIDS HOPE ALLIANCE

MEMORANDUM

TO: Gregory Pease, Chief of Procurement

FROM: Saralyn Grass, Chief Administrative Officer, Kids Hope Alliance (KHA)

Michael Weinstein, Chief Executive Officer Kids Hope Alliance (KHA)

Kenneth Darity, Chief Programs Officer, Kids Hope Alliance (KHA)

SUBJECT: Request to Amend Contract #70407-20 –Managed Access for Child Health, Inc. dba Partnership for Child Health – Diversion program to extend the contract term to August 31, 2022. Amendment #2.

DATE: June 14, 2022

Kids Hope Alliance, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("KHA") respectfully requests approval of the following:

1) Amend the existing Contract #70407-20 – Managed Access for Child Health, Inc. dba Partnership for Child Health – Diversion program to extend the contract term to August 31, 2022.

Upon approval of this request, the contract amendment will be executed by the City of Jacksonville Office of General Counsel.

Fund	Center	Account	Project	Activity	Interfund	Future
10901	181001	582001	000000	00000457	00000	0000000

No Cost Extension/Total Funding **$1,990,132.00**

If you desire additional information, please contact Tyrica Young at 904-255-4423 or e-mail me at tyricay@coj.net

Cc: Benjamin Kemp, Buyer
Jessica Pitts, Director, Finance
Joyce Watson, Director, Administration, Contracts, and Purchasing
Tyrica Young, Director, Research and Grants

FIRST AMENDMENT TO
SERVICES CONTRACT
BETWEEN
KIDS HOPE ALLIANCE
AND
MANAGED ACCESS TO CHILD HEALTH, INC.
FOR
(JUVENILE JUSTICE DIVERSION)

70407-20
Amd #1

THIS FIRST AMENDMENT TO SERVICES CONTRACT (this "**Amendment**") is effective as of the 1st day of October, 2021 (the "**Effective Date**") by and between the **KIDS HOPE ALLIANCE**, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("**KHA**"), and **MANAGED ACCESS TO CHILD HEALTH, INC.**, a Florida not-for-profit corporation with its principal offices at 910 North Jefferson street, Jacksonville, Florida 32209 ("**Contractor**").

RECITALS

WHEREAS, KHA and Contractor are parties to that certain Services Contract for Juvenile Justice Diversion Program dated as of September 1, 2020 (City Contract #70407-20; BID #ESC-0464-20) (the "**Contract**"); and

WHEREAS, KHA desires to exercise its first renewal option to extend the Contract term for an additional nine (9) months through June 30, 2022 and to increase the maximum indebtedness by $990,132.00 for Contractor's continued provision of Services under the Contract; and

WHEREAS, the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee and Mayor approved of the renewal and increase to the maximum indebtedness pursuant to an award dated October 8, 2021.

NOW, THEREFORE, in mutual consideration of the provisions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. Capitalized Terms. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Contract.

3. Amendment to Section 3, Compensation. Section 3 of the Contract is deleted in its entirety and replaced with the following provisions:

3. Compensation. KHA will pay Contractor for the Services monthly on a cost reimbursement basis for expenses incurred by Contractor in connection with providing the Services during the prior month in accordance with the program budget attached to this

Amendment as **Exhibit A** (the "Approved Program Budget"), upon receipt of a proper invoice therefor as provided in the RFP.

4. Amendment to Maximum Indebtedness. Section 4 of the Contract is hereby deleted in its entirety and shall be replaced with the following:

4. Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, KHA's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed ONE MILLION NINE HUNDRED NINETY THOUSAND ONE HUNDRED THIRTY-TWO AND 00/100 DOLLARS ($1,990,132.00). KHA's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract. If funding for this Agreement comes from grant funds from a funding agency not a part of the City of Jacksonville, payment by the KHA is further contingent upon the KHA actually receiving such grant funds and those funds being appropriated by Jacksonville's City Council. If the KHA does not receive the grant funds or City Council appropriates less than one hundred percent (100%) of the Maximum Indebtedness, the Contractor agrees to execute any necessary amendments to this Agreement as required by the KHA to reduce the Maximum Indebtedness accordingly, the Services to be provided, the Approved Program Budget, goals and objectives, and to execute any other documents required by the KHA within ten days of demand thereof.

5. Amendment to Term. Section 5 of the Contract is hereby deleted in its entirety and shall be replaced with the following provisions:

5. Term. The Term of this Contract shall commence on the Effective Date and shall continue through June 30, 2022, unless sooner terminated by either party in accordance with the terms of the RFP. KHA shall have the option, in its sole discretion, to renew this Contract for three (3) additional terms of up to one (1) year each. For purposes of clarification and the avoidance od doubt, KHA may terminate this Agreement for its convenience, with or without cause, at any time upon written notice to the Contractor.

6. Amendment to Insurance. Section 8 of the Contract is hereby deleted in its entirety and shall be replaced with the following provisions:

8. Insurance Requirements. The Insurance Requirements set forth in Attachment G to the RFP shall be deleted in its entirety and shall not apply to this Contract. Contractor shall comply with the Insurance Requirements set forth in Exhibit B to this Amendment.

7. Authority. Contractor represents and warrants to KHA that Contractor has full right and authority to execute and perform its obligations under this Amendment and the Contract, and Contractor and the person(s) signing this Amendment on Contractor's behalf represent and warrant to KHA that such person(s) are duly authorized to execute this Amendment on Contractor's behalf without further consent or approval by anyone. Contractor shall deliver to KHA promptly upon request all documents reasonably requested by KHA to evidence such authority.

8. Ratification of the Contract. The provisions of the Contract shall remain in full force and effect except as expressly provided in this Amendment.

9. Entire Agreement. This Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein, and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

10. Counterparts. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

[Remainder of this page intentionally blank. Signature page immediately following.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the Effective Date.

WITNESS:

KIDS HOPE ALLIANCE, *a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida.*

By: _____
Michael Weinstein, CEO

WITNESS:

MANAGED ACCESS TO CHILD HEALTH, INC., *a Florida not-for-profit corporation*

By: _____ I MD
Bethany Atkins, M.D., Chairman

Encumbrance and funding information for internal City use:

Account or PO Number:

Amount.....$ 990,132.00

New Total Maximum Indebtedness: $1,990,132.00

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequent purchase order, as specified in said Contract.

_____
Director of Finance
City Contract #70407-20, Amend #1

Form Approved:

_____
Office of General Counsel

EXHIBIT A

APPROVED PROGRAM BUDGET
[Immediately following]

Kids Hope Alliance Funding Application: Program Budget

KIDS HOPE ALLIANCE

Program Budget

Fiscal Year 2021 - 2022

Name of Agency: Managed Access To Child Health, Inc

Program Title: Duval County Juvenile Justice Diversion System of Care

Effective Date: October 1, 2021 - June 30, 2022

Categories and line Items	Total Program Cost	Kids Hope Alliance Budget	All Other Funding Sources for Program
Personnel Expenses			
[illegible]	[illegible]	[illegible]	[illegible]
Regular Salaries and Wages (List each position in narrative)	$328,872.00	$328,872.00	
[illegible]	[illegible]	[illegible]	$0.00
[illegible]	[illegible]	[illegible]	[illegible]
FICA	$25,159.00	$25,159.00	
Life and Health Insurance	$90,000.00	$90,000.00	
Retirement Contributions	$29,599.00	$29,599.00	
Unemployment Compensation	$2,250.00	$2,250.00	
Workers Compensation	$593.00	$593.00	
[illegible]	[illegible]	[illegible]	$0.00
[illegible]	[illegible]	[illegible]	$0.00
Operating Expenses:			
[illegible]	[illegible]	[illegible]	[illegible]
Program Consultants and Contractual	$363,427.00	$363,427.00	
Program Contractual (Security, Janitorial, Other)	$0.00	$0.00	
Other (specify): CJMHSA / JDAP (Inkind Match)	$611,250.00	$0.00	$611,250.00
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
After Care Services	$3,750.00	$3,750.00	
Language Line	$3,750.00	$3,750.00	
Educational Materials	$3,750.00	$3,750.00	
Other (specify): Youth Stipends	$75.00	$75.00	
[illegible]	[illegible]	[illegible]	$0.00
[illegible]	[illegible]	[illegible]	[illegible]
Local Mileage Reimbursement	$5,625.00	$5,625.00	
Travel - Hotels and Per Diem	$0.00	$0.00	
Staff Conferences, Training and Prof Development	$3,750.00	$3,750.00	
	$0.00	$0.00	
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Background and Drug Screenings	$0.00	$0.00	
Advertising	$0.00	$0.00	
Other (specify):	$0.00	$0.00	
	$0.00	$0.00	
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Food or Snack (Limited to 2% of KHA total amount)	$0.00	$0.00	

Subtotal of Field Trips	$0.00	$0.00	$0.00
Other Consumables			
Transportation	$1,125.00	$1,125.00	
Field Trip Entrances Fees	$0.00	$0.00	
Other Student Transportation (Travel to Program and Home)	$0.00	$0.00	
Subtotal of Field Trips and Consumables	$1,125.00	$1,125.00	$0.00
Other Expenses			
Telephone	$4,860.00	$4,860.00	
IT Network	$16,200.00	$16,200.00	
Postage, Shipping, Delivery	$110.00	$110.00	
Office Supplies	$5,625.00	$5,625.00	
Membership Fees and Subscriptions (Staff)	$5,000.00	$5,000.00	
Copying	$0.00	$0.00	
Other (specify):	$0.00	$0.00	
Subtotal of Other Expenses	$31,795.00	$31,795.00	$0.00
Equipment (Items over $1,000)			
Other Eletronics(TVs, Cameras, Videos, Gaming Systems, etc.)	$3,000.00	$3,000.00	
	$0.00	$0.00	
Subtotal of Equipment (Items over $1,000)	$3,000.00	$3,000.00	$0.00
Insurance			
Insurance - Insurance other	$0.00	$0.00	
Subtotal of Insurance Expenses	$0.00	$0.00	$0.00
Facility & Maintenance Expenses			
Lease/Rent - Equipment	$3,600.00	$3,600.00	
Lease/Rent - Building	$0.00	$0.00	
Maintenance - Equipment	$0.00	$0.00	
Maintenance - Building	$0.00	$0.00	
Utilities	$0.00	$0.00	
Facility Insurance	$0.00	$0.00	
Subtotal of Facility & Maintenance Expenses	$3,600.00	$3,600.00	$0.00
Total Other Direct Expenses	[illegible]	[illegible]	[illegible]
Subtotal Direct Expenses and Operating Expenses	[illegible]	[illegible]	[illegible]
Indirect Costs (Limited to 10%)			
Allocated Management & General / Indirect Costs Administrative salaries & Other allowable indirect	$90,012.00	$90,012.00	
Subtotal Indirect Costs	$90,012.00	$90,012.00	$0.00
Grand Total Expenditures	[illegible]	[illegible]	[illegible]
Reconciliation Budget	0.00%	0.00%	0.00%

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

Kids Hope Alliance Funding Application
Budget Narrative (Max. 3 Pages)

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

Agency Provided Funding Kids Hope Alliance

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 Break Down
Amy Read, Director Juvenile Justice Programs (1.0 FTE)	$55,582.00	Full-time position
Shi Ann Atkins-Rickets, Diversion Case Manager (1.0 FTE)	$31,827.00	Full-time position
Kellie Anderson; Diversion Case Manager (1.0 FTE)	$29,355.00	Full-time position
Emaycee Jones, Diversion Case Manager (1.0 FTE)	$32,250.00	Full-time position
Shardae Porter; Diversion Case Manager (1.0 FTE)	$29,250.00	Full-time position
Brandy Finley, Diversion Case Manager (1.0 FTE)	$30,900.00	Full-time position
Hanna Mitchell, Diversion Assessor/CM (1.0 FTE)	$29,355.00	Full-time position
Heather Castillo, Office Manager (1.0 FTE)	$34,103.00	Full-time position
TBD; Data /QI Specialist (1.0 FTE)	$30,000.00	Full-time position (Heather will be full-time in Year 2)
Family Lead Partner TBD (1.0 FTE)	$26,250.00	Full-time position
		Full-time position

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
Payroll Taxes & Benefits

		Explanation
FICA	$25,159.00	7.65%
Retirement	$29,599.00	9.00%
Workers Comp	$593.00	0.0018%
Health	$90,000.00	$12,000 per FTE - health ($934), life ($14), dental $22), LTD ($30)
Unemployment	$2,250.00	$300 per FTE

Operating Expenses

Special Contracts & Consultants
Program Consultants and Contractual

BAYS, FL	$231,351.00	Functional-Family Therapy for Tier 3 Diversion Services. Includes 2 FFT therapists / .75FTE site director $185,561, Other program costs $45,790 = $231,351
Center for Children's Rights	$85,476.00	Educational-Legal Advocacy/Restorative Justice across the continuum of all three tiers. Includes 1 FTE Ed-legal advocate ($57,200); 1 FTE Paralegal advocate ($15,000); and 1 FTE Restorative Justice Facilitator ($41,768) We are currently working on revising all of CCR's contracts to determine what these contracts will encompass, but the contract will be detailed with appropriate FTEs and we understand that we need to provide the proper supporting documentation moving forward. Also, I didn't update the narrative when we reduced from a full year to 9 months, so that's why the numbers don't match We will provide you a copy of the contract as soon as we finalize it for the amount listed
Middlelayers	$15,000.00	C35 Software (did not reduce - paid all at one time)
Plan of Care Needs / Treatment Dollars	$31,600.00	This will encompass payments for Treatment Services (mental health) and Plan of Care needs, i.e. meeting basic needs (quality of life/necessity of life), plus Non billable Services.
CJMHSA (WINS) - In-kind Match	$300,000.00	In-Kind Diversion Services for Tier 2 and Tier 3 use
JDAP - In-kind Match	$311,250.00	In-Kind Diversion Services for Tier 2 use

Programmatic Supplies & Assistance

After Care Services	$3,750.00	To provide aftercare services for youth that successfully complete the program Services could include: •Community-based sports (football, basketball, soccer, baseball, etc. - $25-160 per youth, costs will vary depending on the club the youth is enrolled with, Arts (dance, drawing, painting, photography, music classes, etc. - $ 25-160 per youth, costs will vary depending on the studio the youth 's taking classes with; Expungement services: FDLE filing fee cost is $75/youth
Language Line	$3,750.00	Provides on-demand and onsite language interpretation and document translation services worldwide for law enforcement, healthcare organizations, legal courts, schools, and bus nesses in over 240 languages. Rates are fee-for-service.
Educational Materials	$3,750.00	Added - Court Solutions Online Programs to offer educational classes for participants - 400 classes at $10 each

Incentives	$75.00	$25 each (4)
Gas Cards	$0.00	
Assessments	$0.00	

Professional Development

Staff Travel		
Conferences, Training and Staff Development	$3,750.00	YLS - $550, GAIN - $600, CPR - $150 per FTE x 3; Prof Dev @ $550 per FTE x 2
Membership Fees and Subscriptions (Staff)		
Local Mileage Reimbursement	$5,625.00	50 miles per week x 50 weeks @ $0 per mile x 6 staff

Other Operating Expenses

Background and Drug Screenings		
Outside Printing and Artwork		
Local Mileage Reimbursement		

Food-Expense

Food or Snack (2% limit)		

Field Trips and Transpiration

Transportation (Bus Passes)	$1,125.00	Bus Passes
Field Trip Entrances Fees		
Other Student Transportation (Travel to Program and Home)		

Office Expenses

Telephone	$4,860.00	Cellphone Stipends - $20 per month x 2 Office FTE, Cell Phone plans for CM's and Director - $60 per month for 7 FTE, JAC Router data plan - $80 per month.
IT Network	$16,200.00	$180 per month, per FTE
Postage, Shipping, Delivery	$110.00	4 rolls of stamps @ $55 each
Supplies	$5,625.00	Paper, printing ink cartridges, envelopes, pens, etc
Copying		
Memberships and Subscriptions	$5,000.00	Adobe $16.99 pm x 8 FTE $1,631/ Zoom $150 x 4 accts $450/ Gain $342 per 8 FTE annually $2,736 (did not reduce)

Equipment Under-$1000.00 (Trackable)

Other Electronics (TVs, Cameras, Videos, Gaming Systems, etc.)	$3,000.00	$1,500 x 3 staff laptops and printers

Insurance Expenses

Insurance - Insurance other		

Facility & Maintenance Expenses

Lease/Rent - Equipment	$3,600.00	Leasing of Networked Copier/Printer $400 per month
Lease/Rent - Building		
Maintenance - Equipment		
Maintenance - Building		
Utilities		
Facility Insurance		

Indirect Costs:

Specify:	$90,012.00	10% of $900,120 Direct Costs for administrative oversight and financial management of program

EXHIBIT B

INSURANCE REQUIREMENTS
[Immediately following]

EXHIBIT B

Insurance Requirements

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$200,000	Each Occurrence
	$300,000	General Aggregate
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses
	If apply:	
	$100,000	Products & Comp. Ops. Agg.
	$100,000	Personal/Advertising Injury

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's

Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Professional Liability $1,000,000 per Claim
(Including Medical Malpractice when applicable) $1,000,000 Aggregate

Any entity hired to perform professional services as a part of this Contract shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Sexual Molestation $1,000,000 Per Claim
$2,000,000 Aggregate

(Only if program includes direct supervision of children, special needs, and/or senior citizens)
Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Accident Medical, Dismemberment and Death $15,000 per participant
Policy for any sport or physical activities

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver to the City Certificates of Insurance that

show the corresponding City Contract or Bid Number in the Description, if known, Additional Insureds Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured: All insurance except Worker's Compensation, Professional Liability and AD&D shall be endorsed to name the City of Jacksonville and the City's members, officers, officials, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies except AD&D shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville its members, officers, officials, employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Contractor's Insurance Primary. The insurance provided by Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville its members, officers, officials, employees and agents.

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville its members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

G. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City of Jacksonville or others. Any remedy provided the City of Jacksonville or the City's members, officers, officials, employees and agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

I. Notice. Contractor shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not

provided, the Contractor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its members, officers, officials, employees and agents also be named as an additional insured.

L. Special Provision: Prior to executing this Contract, Contractor shall present this Contract and its insurance requirements to its Insurance Agent affirming: (1) that the Agent has personally reviewed the insurance requirements of this Contract, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

SUBJECT: Juvenile Justice Diversion Program

BID #: ESC-0464-20

OPEN DATE: 8/5/2020

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – September 1, 2020 through September 30, 2021 with four (4) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 7 **NUMBER RECEIVED:** 6 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the first of four (4) renewal options with Managed Access to Child Health, Inc. (MATCH) Period of service is from October 1, 2021 through June 30, 2022. Total revised estimated annual expenditure amount is $990,132.00, for a total expenditure amount not to exceed $1,990,132.00.

Funding Source – 10901.181001.582001.000000.00000457.00000.0000000 – To be executed by formal contract amendment through the Office of General Counsel

Attachments: Recommendation Memo, Vendor Letter and Previous Award

ANALYST Annette Burney **RESPECTFULLY SUBMITTED** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Saralyn Grass, Chief Administrative Officer, Kids Hope Alliance

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 10/7/2021

OTHER.

ACTION OF AWARDING AUTHORITY DATE 10-8-21

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02