

PUBLIC NOTICE
PSEC AGENDA
PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING
Thursday, October 19, 2023, 11:00 a.m.
 Eighth Floor, Conference Room 851
 Ed Ball Building, 214 N. Hogan Street
 Jacksonville, FL 32202

Join Teams Meeting

For Teams link, please visit cql.net/department/finance/procurement

The Chief of the Procurement Division offers the following items for the PSEC Agenda. The posting of this agenda serves as an official notice of the City's intended decision for all recommended actions above the formal threshold. Please refer to 126.106(e), if you wish to protest any of these items.

Committee Members: **Robert Waremburg, Chairman**
 Brennan Merrill, Treasury
 James McCain, Jr., OGC

Subcommittee Members	ITEM #	BID/RFP #	TITLE & ACTION	MOTION	CONTRACT EXP	OUTCOME
Sariyn Grass Kenneth Darity	1	P-17-22	Contract Amendment No. 2 Security and Privacy Assessment/Security and Privacy Framework Development Kids Hope Alliance	That Contract No. 72043-23 between the Kids Hope Alliance and Novus Insight, Inc. for Security and Privacy Assessment/Security and Privacy Framework be amended to ratify the contract from October 1, 2023 thru date of award and exercise the first renewal option extending the period of service thru September 30, 2024, with three (3) renewals remaining, and increase the maximum indebtedness by \$60,000,000 to a new not-to-exceed amount of \$120,000,000. All other terms and conditions shall remain unchanged.	10/01/23	
Steven Long Robin Smith	2	P-14-19	Contract Amendment No. 2 Professional Engineering Services for Minor Drainage Improvement Project Department of Public Works/Engineering and Construction Management Division	That Contract No. 7077-16 between the City of Jacksonville and Walz & Moye, Inc., for Professional Engineering Services for Professional Engineering Services for Minor Drainage Improvement Projects – Annual Contract, be amended to extend the period of service from November 4, 2023 thru November 3, 2025, and to increase the maximum indebtedness by \$3,000,000.00 to a new not-to-exceed maximum indebtedness of \$6,000,000.00. All other terms and conditions as previously amended shall remain unchanged.	11/04/23	
Nina Sickler Christopher LeDew	3	P-06-21	Contract Amendment No. 1 Traffic Studies and Other Engineering Services Department of Public Works/Traffic Engineering Services	That Contract No. 71458-22 between the City of Jacksonville and Osiris 9 Consulting for Traffic Studies and Other Engineering Services be amended to exercise the first renewal option extending the period of services from December 16, 2023, thru December 15, 2025, with one (1) renewal option remaining, and increase the maximum indebtedness by \$1,500,000.00 to a new not-to-exceed amount of \$3,000,000.00. All other terms and conditions shall remain unchanged.	12/15/23	
Steve Long Robin Smith	4	P-40-16	Contract Amendment No. 14 Master Stormwater Management Plan (MSMP) Program Management Services – Annual Contract Department of Public Works	That Contract No. 6354-16, originally executed June 23, 2017, between the City of Jacksonville and CDM Smith Inc., for Master Stormwater Management Plan (MSMP) Program Management Services-Annual Contract is amended to extend the contract date from December 21, 2023, to June 21, 2024. All other terms and conditions as previously amended shall remain the same.	12/21/23	

<p>Mary DiPerna Carolina Ocegueda</p>	<p>5</p>	<p>F-12-22</p>	<p>Contract Amendment No. 2 Medical ASO Pharmacy Benefit Management Services, Stop Loss, EAP, Wellbeing & Chronic Condition Management Services Employee Services Department</p>	<p>That Contract No. 70233-22 between the City of Jacksonville and Blue Cross and Blue Shield of Florida, INC., for Medical ASO Pharmacy Benefit Management Services, Stop Loss, EAP, Wellbeing & Chronic Condition Management Services, be amended to incorporate the attached Scope of Services identified as Exhibit 'A-1' and Contract Fee Summary identified as Exhibit 'B-2'; exercise the first renewal option extending the period of service from January 1, 2024 thru December 31, 2024, with three (3) renewal options remains at terms mutually agreeable; increasing the maximum indebtedness by \$2,500,000.00 to a new not-to-exceed amount of \$5,200,000.00. All other terms and conditions as previously amended shall remain the same.</p>	<p>12/31/23</p>	
<p>Meeting Adjourned _____</p>						

"The next PSEC meeting is scheduled to be held on Thursday, November 2, 2023."



MEMORANDUM

TO: Dustin Freeman, Chief of Procurement

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

CC: Kenneth Darity, Chief Programs Officer

SUBJECT: Request to amend BID #P-17-22, Security and Privacy Assessment / Security and Privacy Framework, Contract #72043-23, Novus Insight, Inc. -- \$60,000.00.

DATE: September 28, 2023

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:

1. Request to amend BID #P-17-22, Security and Privacy Assessment / Security and Privacy Framework, to utilize the first of four (4) one-year renewal options for Contract #72043-23, Amendment I, Novus Insight, Inc. for the term of October 1, 2023 through September 30, 2024 in the amount of \$60,000.00. The revised total expenditure amount shall be \$120,000.00.

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

KHA anticipates funding as follows:

ID	Account Name	Fund	Center	Account	Project	Activity	Interfund	Future
67	Professional Services	10901	181005	531090	000000	00000000	00000	0000000

Total Funding **\$60,000.00**

Attachment(s): Memo Correspondence dated 8/18/23
 Scope of Work
 BID #P-17-22 Approved 8/29/22

For additional information, please contact Kenneth Darity at (904) 255-4422 or KDarity@coj.net.

Cc: Olive Wallace- Cohen, Buyer
 Jessica Pitts, Director Finance
 Joyce Watson, Director, Administration, Contracts, and Purchasing

172043-22

**SERVICES CONTRACT
FOR**

Security and Privacy Assessment / Security and Privacy Framework Development

THIS SERVICES CONTRACT (this "Contract") is made and entered into as of the 1st day of October, 2022 (the "Effective Date"), by and between **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 **Novus Insight, Inc.**, a foreign profit corporation with its principal offices located at 222 Pitkin Street, East Hartford, CT 06108 (the "Contractor").

WHEREAS, KHA issued Request for Proposal BID P-17-22, dated April 14, 2022 for certain Security and Privacy Assessment / Security and Privacy Framework Development in Duval County, Florida (the "RFP"); and

WHEREAS, based on Contractor's response to the RFP (the "Response"), KHA has awarded this Contract to the Contractor; and

WHEREAS, the City of Jacksonville's Professional Services Evaluation Committee and City Administration approved the award on June 6, 2022;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. Recitals and Defined Terms. The recitals set forth above are true and correct and incorporated in this Contract by reference. Capitalized terms used in this Contract without specific definition shall have the meanings given to them in the RFP.

2. Performance of Services. Contractor shall perform the Services as specified in the RFP and the Response (the "Services"), identified as **Exhibit A**, attached hereto.

3. Compensation. KHA shall compensate Contractor for services based on the Contract Fee Summary identified as **Exhibit B, Fee Schedule**. No payments will be made until all applicable deliverables are received and approved by KHA in accordance with the RFP.

4. Maximum Indebtedness. KHA's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed **SIXTY THOUSAND DOLLARS AND NO/100 CENTS (\$60,000.00)**. All amounts payable under this Agreement shall be subject to the availability of lawfully appropriated funds therefor. If funding for this Contract comes from grant funds from a funding agency not a part of the City of Jacksonville, payment by KHA is further contingent upon KHA actually receiving such grant funds and those funds being appropriated by the Jacksonville City Council. In the event the City Council appropriates less than one hundred percent (100%) of the Maximum Indebtedness or KHA fails to receive any applicable grant funding, Contractor agrees to execute any amendments to this Contract and any other documents required by KHA within ten (10) days of KHA's request.

5. **Term.** The term of this Contract shall commence on the Effective Date, and shall continue through September 30, 2023, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to four (4) one (1) year renewal options available at terms mutually agreeable.

6. **Contract Documents.** This Contract 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
- Any amendments to the RFP
- Specific Information Regarding the RFP (Section 1 of the RFP)
- Description and Services and Deliverables (Section 4 of the RFP)
- General Instructions (Section 2 of the RFP)
- General Terms and Conditions of Agreement (Section 3 of the RFP)
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

7. **Notices.** All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to KHA:

Kids Hope Alliance
1095 A. Philip Randolph Blvd.
Jacksonville, Florida 32206
Attn: Michael Weinstein, CEO

With a Copy to:
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, FL 32202
Attn: Corporation Secretary

As to the Contractor:

Novus Insight, Inc.
222 Pitkin Street
East Hartford, CT 06108
Attn: Dan Salazar, President

8. Contract Managers. Each party will designate an individual to serve as Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, KHA's Contract Manager is Rodger Belcher, 1095 A. Philip Randolph Blvd., Jacksonville, Florida 32206; Phone (904) 255-4411, and the Contractor's Contract Manager is Dan Salazar, 222 Pitkin Street, East Hartford, CT 06108; Phone (860) 282-4200. Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

9. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to KHA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

10. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.


11. Counterparts. This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A signed copy of this Contract sent by email, facsimile or other method of electronic transmission shall be deemed to have the same legal effect as a signed original of this Contract.

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

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

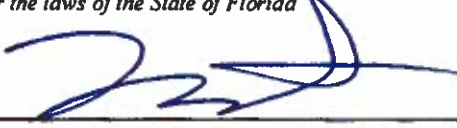
KIDS HOPE ALLIANCE, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

WITNESS:



Signature
Cory Armstrong


Print Name

By: 

Michael Weinstein, CEO
Date: 10/3/22


NOVUS INSIGHT, INC., a foreign profit company

WITNESS:



Signature
Melanie Harrison

Print Name

By: 

Dan Salazar, President
Date: 9/27/2022

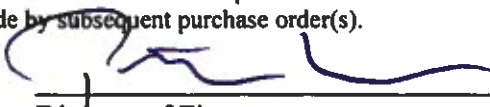
Encumbrance and funding information for internal City use:

Account or PO Number:

Amount.....\$60,000

This 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 (1) or more subsequently issued purchase orders(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

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



Director of Finance
City Contract # 72043-22

Form Approver:



Office of General Counsel

EXHIBIT A
SCOPE OF SERVICES
(Immediately following)



SECTION 1: Title Page

Response to:

**P-17-22 Security and Privacy Assessment / Security and Privacy Framework Development
Kids Hope Alliance (KHA)**

Response from:

**Novus Insight, Inc.
222 Pitkin Street
East Hartford, CT 06108**

**Novus Insight, Inc.
Jacksonville Office
40 E Adams Street, Suite LL20
Jacksonville, FL 32202**

Security and Privacy Assessment / Security and Privacy Framework Development

Signature:

A handwritten signature in black ink, appearing to read "Dan Salazar", written over a horizontal line.

**Dan Salazar, CEO
Novus Insight**

This document is strictly private, confidential, and personal to its recipients and should not be copied, distributed, or reproduced in whole or in part, nor passed to any third party.

SECTION 2: Required Forms

Required Form 1 – Price Sheet

Form 1 – Price Sheet

NAME OF CONSULTANT Novus Insight, Inc.
Proposal Number P-17-22 Security and Privacy Assessment - Security and Privacy Framework Development Kda Hope Alliance (KHA)

SCHEDULE OF PROPOSED PRICES/RATES

1. **Total Fee for Services (payable upon completion of project or upon completion of listed deliverables):**

\$153,121

2. **If additional work is requested (beyond deliverables listed below) what are your charges based on hours worked, the hourly direct labor rates (without Fringe Benefits)? (You may or may not have different rates - that is up to you.)**

Principal (Partner or Senior Officers): \$ 205 /hr.

Project Manager (Responsible Professional): \$ 175 /hr.

3. **Estimated percentage of total fee to be performed by sub-contractors** NA %

4. **Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel:**

NA

5. **Project Costs per Deliverable:**

On a separate sheet provide timeline and cost breakdown for each deliverable by Section and Phase.

Required Form 2 – Budget by Deliverables

Section 1	1	Data classification summary, asset map of sensitive information, map of key data flows and handling practices, and a summary of regulatory requirements with associated security and privacy requirements.	\$18,860
	2	Data security and privacy framework gap analysis report. Novus will assemble the gaps into a risk register to help inform the plan of action development.	\$18,860
	3	Plan of action and recommendations for remediation.	\$14,145
Section 2	1	An inventory of KHA third-party organizations that will be subject to the security and privacy framework.	\$7,072
	2	Draft security and privacy framework.	\$16,387
	3	Gap analysis report outlining potential challenges related to implementing the framework across the tiers of third-party contractors identified in SECTION 2, Phase 1.	\$28,290
	4	Final security and privacy framework.	\$18,860
	5	Draft communications for informing the network of third-party organizations of the requirements of the framework. Identification of capacity building resources to assist agencies with adopting the framework.	\$11,787
	6	Rollout plan for security and compliance framework. Training materials, quick reference guides, draft communications, and associated resource plans. Requirements for maintaining and supporting the implementation of the framework. Continuous evaluation program requirements.	\$18,860

Required Form 3 – Conflict of Interest Form

**FORM 2
CONFLICT OF INTEREST CERTIFICATE**

RFP No. P-17-22

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.


Signature

Den Salazar, CEO
Name of Official (Type or Print)

Novus Insight, Inc.
Company Name

222 Pitkin Street
Business Address

East Hartford, CT 06108
City, State, Zip Code

SECTION II

I hereby certify that the following named City official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title or Position	Date of Filing
<u>NA</u>	<u></u>	<u></u>


Signature

Den Salazar, CEO
Name of Official (Type or Print)

Novus Insight, Inc.
Company Name

222 Pitkin Street
Business Address

East Hartford, CT 06108
City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official

Position Held:

Position or Relationship with Bidder:

Required Form 4 – Business References

Jessie Ball duPont Fund
Mark Walker
Knowledge Management & Technology Officer
mwalker@dupontfund.org
(904) 353 0890 x1470
40 East Adams Street
Jacksonville, FL 32202

Capitol Region Council of Governments
Pauline Yoder
Chief Operating Officer, COO
pyoder@crcog.org
(860) 522-2217
241 Main Street
Hartford, CT 06106

Town of Manchester
Steve Stephanou
Deputy General Manager
860-647-3123
sstephanou@manchesterct.gov
41 Center St
Manchester, CT 06040

The Village for Children & Families, Hartford CT
Marty Morrissey
Chief Financial Officer, CFO
mmorrissey@thevillage.org
(860) 236-4511
1680 Albany Avenue
Hartford, CT 06105

Oak Hill
Barry Simon
CEO
860-242-2274
barry.simon@oakhillct.org
120 Holcomb Street
Hartford, CT 06112

P-17-22 Security and Privacy Assessment / Security and Privacy Framework Development KHA

Molly Jackson-Watts
Principal Planner
413-561-1600
mjackson-watts@pvpc.org
60 Congress Street - Floor 1
Springfield, MA 01104-3419

Amanda Doster
Regional Projects Coordinator
413 774 3167 x120
ADoster@frcog.org
12 Olive St - 2nd floor
Greenfield, MA 01301

Required Form 5 – Equal Business Opportunity Program Forms

These forms are not applicable for this engagement.

SECTION 3: Proof of Minimum Requirements

1. Copy of "Active" status with the FL Dept. of State (www.sunbiz.org)

Novus is in the process of registering their business in Florida with the Florida Department of State. Paperwork and necessary documentation have been submitted for registration and is currently being processed by the state.

2. Copy of previous work that demonstrates product related to training and/ or capacity building projects with nonprofit organizations

See **Appendix A.**

SECTION 4: Statement of Qualifications

1. **COMPETENCE.** *Provide a concise description of the Contractor, including history, years of operation, general service mission, and primary services provided. If the Response includes partnerships with other agencies, describe the roles of each partner and the areas of expertise that they contribute to the proposed services. (Maximum 10 points)*

Novus Insight specializes in serving the technology needs of nonprofits, municipalities, schools, and manufacturers. Since 2009, Novus Insight has served hundreds of organizations in Connecticut, Florida, and around the country. For some customers, we function as their IT department. For others, we are a go-to resource for technology-related advice and individual projects.

Our services include:

- Technology infrastructure strategy and planning
- Data consulting, focused on workflow automation
- Cybersecurity assessments, remediation, and continuous monitoring
- On-premises virtual, hybrid, and cloud solution migrations, management, and ongoing support
- Hardware deployment and ongoing support
- Network design, installation, management, and support
- Full back-up, business continuity, and disaster recovery services
- Private cloud services including infrastructure-as-a-service and application hosting
- Application development, focused on B2B web app design & development

Until 2020, Novus was part of the Connecticut Center for Advanced Technology (CCAT), a non-profit formed in 2004 to focus on supporting the concentration of aerospace and defense manufacturing in the state. Through this close affiliation with CCAT, we gained in-depth knowledge of how organizations operate in support of schools, municipalities, and industry, witnessing their IT needs and challenges, and the increased importance of data protection in a time where organizations are constantly under threat from bad actors.

In 2015, Novus began working in Jacksonville, as the implementer of the IT infrastructure at the new Jessie Ball duPont Center (located in the former Haydon Burns Library). We created a system giving each tenant its own security zone, with firewalls that Novus has managed since the building opened. Important to the technology design is redundancy -- the wireless controllers, firewalls and switching systems are all redundant, as is the last mile loop. We also oversaw the installation of uninterruptible power with generator backups in case of a major grid failure. We continue today to be a tenant of the building, providing managed IT support for the building itself and many of the tenants.

Our consultative approach focuses on four main pillars of success: reliability, usability, security, and sustainability. Our goal is to ensure organizations have a strategy to achieve transformation in each of the four areas and have a structure for continuous monitoring and improvement.

Transformation is a journey that encompasses more than just technology components. It's also about culture, efficiency, capacity building and organizational change, and one of Novus' main areas of focus is helping to guide clients through this process.

2. **CURRENT WORKLOAD.** *Provide the number and size of the projects currently being performed. Discuss past ability to deliver projects on a timely basis under similar current workload conditions. (Maximum 5 points)*

Currently, the Novus Consulting team has approximately 12 ongoing projects of varying size, ranging from just a few hours per month to several hours per week. The workload is divided over three primary Consulting employees, with additional project support provided by up to 10 other Novus employees. Since the Consulting team was formed as its own unit in early 2020, we have always met the delivery expectations of our clients for every project we've done.

3. **FINANCIAL RESPONSIBILITY.** *Describe form of business, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference(s); past, present, pending and/or threatened legal proceedings within any forum; and any other information the Contractor may wish to supply to demonstrate financial responsibility. Failure to provide all listed information and documentation will result in score less than maximum for this criterion. (Maximum 5 points)*

Novus began as the IT department of the Connecticut Center for Advanced Technology (CCAT) in 2004. In 2017, Novus was spun-off as a wholly owned subsidiary C corporation of CCAT. In March 2020, Novus became a fully independently owned and operated corporation. Since becoming an independent entity, there has been no change in ownership. In that time, and at present, there have been and there are no pending and/or threatened legal proceedings.

BANK REFERENCE	
Company:	NBT Bank
Address:	52 South Broad Street, Norwich NY
Phone:	860-416-7353
Fax:	
Contact name:	Andreas Kapetanopoulos
Contact email:	AKapetanopoulos@nbt.com

4. **ABILITY TO OBSERVE AND ADVISE WHETHER PLANS AND SPECIFICATIONS ARE BEING COMPLIED WITH, WHERE APPLICABLE.** *Describe your agency/organization's qualifications including experience of key personnel assigned to the project in performing work of a similar nature. Specific past performance related to Security & Privacy Assessment and Framework Development (Maximum 20 points).*

Greg Bugbee – Chief Technology Officer

Greg is Chief Technology Officer and Consulting Practice Lead at Novus Insight. He is ISC2 CISSP-certified and oversees most of our IT consulting work that includes a cybersecurity component. Greg is both a technology advisor and practitioner, with over 20 years of experience working with local government, manufacturing, and nonprofits. His consultative approach focuses on how technology impacts business processes and overall operations and how security posture can be strengthened through better technology risk management. He also is heavily involved in selecting viable solution options (when needed) that align business workflows to secure data handling guidelines.

Jason Anderson – Security Architect

Jason is an experienced security, communications, and ISC2 CISSP-certified consultant with specialization in the Microsoft and Microsoft cloud ecosystem (M365 and Azure). He brings over a decade of IT experience and over 8 years in the technology consulting space with a focus on small to enterprise-size clients. Blending deep technical knowledge with security principles, he strives to develop solutions that can meet both technical and organizational needs.

Calvin Brown – Business Analyst

Calvin is a business analyst who works closely with business process owners to document existing processes and analyze the impact of technology and process change on business workflows. He spent a number of years working on Workforce Development programs at the former nonprofit parent company of Novus Insight, the Connecticut Center for Advanced Technology (CCAT). He also has several years of experience working in municipal and state government, with a recent focus on digital transformation projects.

Joe McGrattan – Director, Strategic Relationships

Joe manages Novus' strategic relationships with partners and several clients. He also works on Novus projects that involve advising organizations on how they can better manage and leverage their critical data. His background includes over 3 decades in the technology services field, with particular focus on helping organizations automate business processes by securely integrating data between internal and external systems.

Brandon Cyr – Manager of Professional Services, Jacksonville Office

Brandon manages Novus' Jacksonville Office in the Jessie Ball duPont Center. He has worked with numerous nonprofit organizations, in the Jacksonville area and beyond, on digital transformation projects, organizational change, and technology capacity building. Brandon has developed and delivered extensive security and privacy training programs to the nonprofit community and has developed a trusted advisor relationship with many nonprofits in northeast Florida.

5. PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS WITH CITY AGENCIES AND OTHERS. *Provide a list of completed projects that are similar in nature and scope to the project under consideration with references to include owner's contact person and telephone number. Describe any outstanding accomplishments that relate to specific*

services being sought. Responding to this evaluation criterion necessitates that Contractors include statements of their past and present record of professional accomplishments or performance with the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of Buyer and an independent agency required by law or voluntarily requesting to utilize for services of the (Procurement) Division"; and with any of Buyer's "Independent Authorities"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. (Maximum 10 points)

Kids Hope Alliance Juvenile Justice Diversion Program Assessment

Contact -- Dr. Saralyn Grass, (904) 255-4400

In 2020, Novus Insight, as a subcontractor to NLP Logix, conducted a comprehensive data assessment of Jacksonville's Juvenile Justice Diversion Program. As part of this process, Novus interviewed stakeholders including city agencies, the State Attorney's Office, and nonprofit agencies participating in the diversion process. The resulting assessment and data map was developed to provide a roadmap for implementing an integrated data system, allowing for relevant data to be shared amongst agencies participating in the diversion program, thereby streamlining the process, and creating a better experience for youth and families. A focal point of the assessment was the data handling practices of the agencies and security protections related to the storage, processing, and transmission of sensitive criminal justice data and mental health information. A series of findings and recommendations related to data security were included within that assessment.

Kids Hope Alliance Juvenile Justice Diversion Program Consulting

Contact -- Dr. Saralyn Grass, (904) 255-4400

In 2021, Novus Insight worked with Kid's Hope Alliance to assess data handling practices associated with the Juvenile Justice Diversion Program. This comprehensive assessment involved working with nonprofit partner agencies to assess data handling practices and information system risk.

**Franklin County Regional Council of Governments Cyber Security Training Program --
Greenfield, Massachusetts**

Contact -- Amanda Doster, (413) 774-3167 x120

In 2021, Novus Insight conducted a series of workshops on cybersecurity best practices for municipal government and municipal agencies. These workshops addressed topics that included sensitive data handling, record retention and e-discovery, cyber insurance, third-party vendor management, policies and procedures, privacy regulations including HIPAA, PCI, PHI, PII, FERPA, Massachusetts Data Privacy, and cyber security best practices.

Southern Connecticut Regional Council of Governments Cyber Security Training Program & Vulnerability Assessment Program -- North Haven, Connecticut

Contact -- Andy Cirioli, (203) 234-7555

2020-ongoing -- Development and delivery of cyber security training program for municipal government Information Technology leadership. Developed and delivered end user training program for municipal employees. Employee training topics have included phishing awareness and simulation, sensitive data handling, and incident detection and response.

In addition to the training program, Novus has also developed a vulnerability assessment program for municipalities and is currently assessing the on-premises technical infrastructure of multiple towns in the region.

The Village for Children and Families -- Business Process and Security Assessment -- Hartford, Connecticut

Contact -- Marty Morrissey, (860) 236-4511

In 2019, Novus conducted a business process and security assessment for The Village, a nonprofit mental health provider and educational institution in Hartford Connecticut. As part of this assessment, Novus investigated key data workflows, security and compliance, technical support services, and technical infrastructure. The assessment and implementation of the recommendations has enabled the Village to strengthen their security and compliance program and save significant money through tool consolidation and process refinement.

Town of Manchester Business Process and Security Assessment -- Manchester, Connecticut

Contact -- Steve Stephanou, (860) 647-3123

In 2021, Novus conducted a business process and security assessment for the Town of Manchester. The assessment focused on four main principles: reliability of the information system, usability of the technology platforms and associated workflows, security of information handled by the municipality, and the sustainability of the IT program. The net result of the assessment was a strategic shift for the municipality from an on-premises legacy system to more modern, integrated cloud systems.

Ashford Public Schools Security Assessment -- Ashford, Connecticut

Contact -- Craig Creller, (860) 429-6419

In late 2021 through earlier this year, Novus conducted a data security and privacy assessment with a focus on PII, FERPA, and the Connecticut Student Data Privacy Act. We inventoried all systems and processes related to the handling of regulated data,

conducted a gap analysis, and then developed a security and privacy roadmap for the district to implement.

Columbia Public Schools Security Assessment and Data Privacy Framework Development -- Columbia, Connecticut

Contact -- Maria Geryk, (860) 228-9493

From 2019- 2022, Novus conducted a data security and privacy assessment with a focus on PII, FERPA, and the Connecticut Student Data Privacy Act. Novus inventoried all systems and processes related to the handling of regulated data, conducted a gap analysis, and developed a security and privacy roadmap for the district to implement.

As part of an ongoing VCISO (Virtual Chief Information Security Officer) program, Novus developed and assisted with the implementation of a data governance structure, provided staff training on data handling procedures and basic cyber security, and developed a 3rd party vendor management program for compliance with the Connecticut Student Data Privacy Act.

Nonprofit Center of Northeast Florida Data Security and Privacy Workshops -- Jacksonville, Florida

Contact -- Rena Coughlin, (904) 425-1182

Since 2016, Novus has developed and delivered multiple data privacy and security capacity building workshops to the Jacksonville nonprofit community on behalf of the Nonprofit Center. Topics have included security and privacy, best practices for nonprofit information system security, and end user security awareness.

Jessie Ball duPont Fund -- Data Security and Privacy Workshops- Jacksonville, Florida

Contact -- Mark Walker, (904) 353-0890

Since 2016, Novus has also developed and delivered data security and privacy workshops to the duPont Fund eligible grantees. These workshops included representatives from the cyber insurance industry, legal field, and technology.

- 6. PROXIMITY TO THE PROJECT.** *Document the location of Contractor's corporate headquarters, which, if located in Jacksonville, Florida, no further information is required under this criterion and maximum points will be awarded. If Contractor's corporate headquarters are not located in Jacksonville, Florida, please document the location and the nature of business of Contractor's branch office(s), if any, that are located in and/or that are closest to Jacksonville, Florida, the number of employees assigned thereto and the period of continuous existence thereof. Additionally, Contractors are requested to demonstrate, define, and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to show that a local*

office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded. (Maximum 5 points)

Novus's corporate headquarters is located at 222 Pitkin Street, East Hartford, Connecticut 06108. Novus has also had a branch office located in Jacksonville, Florida inside the Jessie Ball DuPont Center, 40 E Adams Street, Jacksonville, Florida 32202. Since 2015, Novus has had a successful hybrid staffing arrangement between our Connecticut and Jacksonville offices. Currently, Novus has 2 (two) full time employees assigned to the Jacksonville branch office. An additional person is planned to be hired during this calendar year.

This project will be staffed by members from both the Connecticut and Florida Novus offices. Novus' historical knowledge of the Jacksonville area and our working relationship with community organizations like JBDF, Non-profit Center, Community Foundation, and others provides us with detailed, unique knowledge of the landscape of the community and relevant stakeholders. Combining that with the project team's expertise in the development of security and privacy frameworks, we believe that Novus has all of the knowledge and expertise necessary to satisfactorily perform the services of this project without project staff needing to maintain a consistent, physical presence in the city.

7. PAST AND PRESENT DEMONSTRATED COMMITMENT TO SMALL AND EMERGING BUSINESSES AND CONTRIBUTIONS TOWARD A DIVERSE MARKET PLACE. *Responding to this evaluation criterion necessitates that Contractors indicate their past and present commitment to minority, women-owned, small, and emerging businesses. More specifically, responses to this evaluation criterion should include, without limitation, statements that document the Contractor's: (i) commitment to diversity among the directors, officers, members and/or employees that make up its firm; (ii) commitment to diversity within its community and beyond; (iii) commitment to and/or utilization of minority, women-owned, small and emerging businesses on past projects; and (iv) commitment to and/or utilization of minority, women-owned, small and emerging businesses, certified JSEBs in particular, for the project solicitation in question. (Maximum 10 points)*

Novus is and has always been committed to minority, women-owned, small, and emerging businesses.

- i. Novus employs a diverse range of people from different races, ethnicities, creeds, countries of origin, and veteran and disabled statuses. Novus does not discriminate on the basis of any federally protected class in its hiring practices.
- ii. Novus is actively committed to diversity in the workplace and in our community, and beyond.
- iii. Novus is itself a small and emerging business. We utilize small and emerging businesses to provide us with financial services, maintenance support, and a range of other activities. Specifically, Novus has a long-standing working relationship with

Elizabeth Grim Consulting, LLC, a small, emerging, woman-owned business. This partner organization has been an integral contributor on previous engagements with KHA.

- iv. While Novus is committed to minority, women-owned, small and emerging businesses, the utilization of JSEBs is not relevant to the scope and requirements of this project.

8. ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT

REQUIREMENTS. *Please include a detailed timeframe, along with who will be responsible for each step for the proposed project, including each Deliverable identified in Section 4.3 of this RFP. (Maximum 20 points).*

Overview

Purpose of engagement

The purpose of this engagement is to perform a security and privacy assessment on KHA, its systems and processes, and then use that information to assist KHA in developing a data privacy framework that will help to ensure that sensitive personal information of vulnerable and at-risk youth in KHA-managed programs is protected. To that end, Novus proposes the development of a data privacy framework that sets a minimum requirement for secure data handling by all organizations doing business with KHA, and one that also prescribes even higher privacy standards for those organizations handling certain types of "sensitive information," including, but not limited to personally identifiable information (PII), personal health information (PHI), Criminal Justice Information Services data (CJIS), etc.

Approach

Novus proposes to take a risk-based approach to developing the data privacy framework. The risk-based approach involves conducting a thorough analysis of the risk presented by the current data handling practices, current systems used to store, transmit, and process information, and the governance and implementation of the data security and privacy programs.

This project will be divided into two sections. The first section will be a security and privacy assessment, and the second section will be security and privacy framework development.

SECTION 1 will have three (3) phases:

- i. **Discovery.** This phase will identify confidential data types and catalog and examine the regulations that are related to these data types. Novus will examine data types in use by KHA and by third parties doing business with KHA. The purpose of this phase will be to map data flows and handling practices associated with sensitive data to document how information flows across KHA's various programs. This discovery will include cataloging and inventorying internal data handling practices and the interface of KHA with various external programs and partner organizations. Part of this phase will also include interviewing key personnel to evaluate individual perceptions about the organization's current security posture. Novus will also catalog, inventory, and review policies and

procedures related to data handling and third-party data management, technical systems that store, process and transmit sensitive information, and other relevant aspects of the information system as it pertains to security and privacy.

Deliverable: Data classification summary, asset map of sensitive information, map of key data flows and handling practices, and a summary of regulatory requirements with associated security and privacy requirements.

- II. **Gap analysis and Risk Assessment.** Based on the regulatory requirements related to the sensitive data types outlined in the first phase, Novus will conduct a gap analysis against the requirements and associated frameworks. We will evaluate both internal and external data systems and measure them against cybersecurity best practices using the National Institute of Science & Technology Cybersecurity Framework (NIST CSF) as a baseline. This will include, but is not limited to, the review of third-party attestation reports, evaluation of internal systems, configurations, processes and practices, and the identification of risk areas associated with KHA's information systems and data handling practices. Novus will categorize the risk areas using a standard scale with consistent measurement of likelihood and impact. We will take these areas and all the information learned to develop a gap analysis report.

Deliverable: Data security and privacy framework gap analysis report. Novus will assemble the gaps into a risk register to help inform the plan of action development.

- III. **Plan of action development.** Novus will create a prioritized roadmap of suggested remediation items that address both technology gaps and procedural deficiencies. The plan of action will address the risk areas identified in the gap analysis. The recommendations will be broad and will focus on process and technological remediation. Novus will develop a proposed labor plan for implementation, rough order of magnitude budget for remediation projects, and provide a sequence for implementation.

Deliverable: Plan of action and recommendations for remediation.

SECTION 2 will have six (6) phases:

- I. **Inventory and classification.** Novus will use the data identified in the first three phases under SECTION 1 of this project to inventory and classify data, paying particular attention to 3rd party information handling. We will work with KHA to identify all third-party organizations and segment them into the following categories:
 - Tier 4 – Large organizations with multiple programs handling multiple data types under multiple regulatory frameworks
 - Tier 3 – Medium-sized organizations supporting only a few programs with only a few data types under a few regulatory frameworks
 - Tier 2 – Small organizations supporting only one program with only one data type under a single regulatory framework

- **Tier 1** – Any other organizations providing services to or on behalf of KHA that may or may not handle certain data types with certain regulatory requirements. Next, Novus will determine which regulatory frameworks apply to each party (e.g., FERPA, HIPAA, CJIS, etc.).

Deliverable: An inventory of KHA third-party organizations that will be subject to the security and privacy framework.

- II. Develop security and privacy framework.** Novus will develop a framework that accounts for the secure flow of data between KHA and organizations in each tier described/identified in SECTION 2, Phase I. The framework will take into consideration the requirements of each discovered, applicable regulatory framework. The security and privacy framework that is developed will establish a base-level security and privacy standard that can then be applied to all entities doing business with KHA as a set of requirements to which those entities must adhere. The framework will increase in complexity and requirements based on the tiered system described above.

Deliverable: Draft security and privacy framework.

- III. Gap analysis.** Novus will work with KHA to choose a representative sample of sixteen (16) organizations based on the four tiers described in SECTION 2, Phase I. After a representative sample is determined, we will perform a gap analysis with each of the sixteen organizations against the security and privacy framework developed in SECTION 2, Phase II. The purpose of this gap analysis will be to assess each organization's current security and privacy practices against those outlined in the framework.

Also, as part of this phase, Novus will survey each of the sixteen organizations to understand the level of effort that will be required for each of them to move from their current state to the new requirements. This data will be used to establish a baseline for a phased implementation of the framework and will also drive a set of minimum immediate requirements vs. long-term requirements.

Deliverable: Gap analysis report outlining potential challenges related to implementing the framework across the tiers of third-party contractors identified in SECTION 2, Phase 1.

- IV. Framework refinement.** Based on feedback gathered in the previous phase, Novus will refine the requirements tied to the framework writ large and/or to individual levels as necessary. For any refinements that need to be made, Novus will design those changes so that the security and privacy framework is still robust, yet achievable and sustainable for the organizations within the KHA ecosystem.

Deliverable: Final security and privacy framework.

- V. **Awareness campaign and resource development.** In this phase, Novus will develop an awareness campaign of the new security and privacy framework, its requirements, and how it applies to the four different tiers of organizations described in SECTION 2, Phase I. Novus will also develop a resource plan for disseminating information throughout the network of third-party organizations and work with KHA on developing a plan to prepare the ecosystem for rollout of the framework.

Deliverable: Draft communications for informing the network of third-party organizations of the requirements of the framework. Identification of capacity building resources to assist agencies with adopting the framework.

- VI. **Rollout and continuous improvement.** Novus will develop a phased rollout plan of the security and privacy framework to contractor organizations within the KHA ecosystem. Novus will work with KHA to create a resource plan to support the rollout. We will also develop a roadmap for continuous evaluation and improvement of the framework.

Deliverable: Rollout plan for security and compliance framework. Training materials, quick reference guides, draft communications, and associated resource plans. Requirements for maintaining and supporting the implementation of the framework. Continuous evaluation program requirements.

Timeline and Roles/Responsibilities

Phase	Description	Estimated Timeline	Novus Responsible Parties	KHA Responsible Parties
Section I: KHA Security and Privacy Assessment				
1	Kickoff and Discovery	Weeks 1-4	Novus project lead & project manager	KHA executive & department level leadership. KHA technical staff.
2	Gap Analysis	Weeks 5-8	Novus project lead & project manager	No anticipated KHA involvement
3	Plan of Action	Weeks 9-12	Novus project lead & project manager	KHA executive & department level leadership. KHA technical staff.
Section II: Development of Security and Privacy Frameworks				
1	Inventory and Classification	Weeks 13-14	Novus project lead & project manager	KHA executive & department level leadership. KHA technical staff.
2	Develop Security and Privacy Framework	Weeks 15-17	Novus project lead, project manager, & security/compliance SME	No anticipated KHA involvement
3	Gap Analysis	Weeks 18-21	Novus project lead, Novus project manager, Novus Jacksonville coordinator	KHA executive & department level leadership. External KHA contract organizations
4	Framework Refinement	Weeks 22-24	Novus project lead, Novus project manager	No anticipated KHA involvement
5	Awareness Campaign and Resource Development	Weeks 25-28	Novus project lead, Novus project manager, Novus Jacksonville Coordinator	KHA executive & department level leadership. External KHA contract organizations
6	Rollout and Continuous Improvement	Weeks 29-32	Novus project lead, Novus project manager, Novus Jacksonville Coordinator	KHA executive & department level leadership. External KHA contract organizations

9. QUOTATION OF RATES, FEES OR CHARGES AND OTHER DETAILED COST PROPOSAL OR COST BREAKDOWN INFORMATION. *Form 1 – Price Sheet, provide a line item budget which includes dollar amount for each Deliverable identified in Section 4.3 of this RFP along with an estimated timeframe for delivery of each Deliverable. All budget items must relate to the services described in the proposal and must reflect reasonable costs. (Maximum 20 points)*

Phase	Description	Estimated Timeline	Budget
Section I – KHA Security and Privacy Assessment			
1	Kickoff and Discovery	Weeks 1-4	\$18,860
2	Gap Analysis	Weeks 5-8	\$18,860
3	Plan of Action	Weeks 9-12	\$14,145
		Section I Total	\$51,865.00
Section II – Development of Security and Privacy Framework			
1	Inventory and Classification	Weeks 13-14	\$7,072
2	Develop Security and Privacy Framework	Weeks 15-17	\$16,387
3	Gap Analysis	Weeks 18-21	\$28,290
4	Framework Refinement	Weeks 22-24	\$18,860
5	Awareness Campaign and Resource Development	Weeks 25-28	\$11,787
6	Rollout and Continuous Improvement	Weeks 29-32	\$18,860
		Section II Total	\$101,256.00
		Grand Total	\$153,121.00

10. THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES SHALL BE CONSIDERED A MINUS FACTOR. *Provide a list of all local government projects including the fees awarded for each on which Contractor has been awarded during the past five (5) years. Include only those projects on which Contractor was the Prime Contractor (do not delete fees paid to subcontractors or others). Such list shall include all work for the City of Jacksonville and its various “using agencies,” which is defined in the Jacksonville Ordinance Code as “a department, division, office, board, agency, commission or other unit of Buyer and independent agency required by law or voluntarily requesting to utilize the services of the [Procurement] Division”; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. If the Contractor has not performed work for any of these agencies during the past five (5) years, the response should so clearly state the minus factor methodology for this criterion will be based on the fees awarded. The higher the volume of fees the lower the score, less volume of fees the higher the score. (5 points maximum score)*

P-17-22 Security and Privacy Assessment / Security and Privacy Framework Development KHA

Project	Agency	Date	Fee
City of Jacksonville Using Agencies*			
Data and security consulting	Kids Hope Alliance	2021	\$21,575.00
Other Related Municipal Work			
Municipal cyber security training program	Franklin County Regional Council of Governments	2021	\$50,155.00
Jacksonville JJIS Assessment	NLP Logix	2022	\$48,655.00
Municipal cyber security training program and vulnerability assessment program	Southern Connecticut Regional Council of Governments	2022	\$63,500.00
Business process and security assessment	The Village for Children and Families	2019	\$31,775.00
Business process and security assessment	Town of Manchester, Connecticut	2021	\$19,680.00
Education security assessment	Ashford Public Schools, Ashford, Connecticut	2022	\$18,325.00
Education security assessment and data privacy framework development	Columbia Public Schools, Columbia, Connecticut	2019	\$33,250.00 - Assessment \$19,680 - Privacy framework development
WFO Related Work			
Data Security and Privacy Workshops	Nonprofit Center of Northeast Florida, Jacksonville, Florida	2016-present	Pro bono
Data Security and Privacy Workshops	Jessie Ball duPont Fund, Jacksonville Florida	2016-present	Pro bono

*Based on the provided methodology, minus points should only apply to this category of work.

Appendix A - Copy of previous work that demonstrates product related to training and/ or capacity building projects with nonprofit organizations

In 2021, Novus provided a series of workshops to municipalities in the Franklin, MA Regional Council of Governments (FRCOG). The workshops focused on cybersecurity best practices for municipal government and municipal agencies. The purpose of the workshops was to build knowledge and capacity among municipal leaders on a range of topics, including sensitive data handling; record retention and e-discovery; cyber insurance; third-party vendor management; policies and procedures; privacy regulations, including HIPAA, PCI, PHI, PII, FERPA, Massachusetts Data Privacy; and cyber security best practices.

A link to a recording of each workshop has been provided below. These can also be found on FRCOG's website: Cybersecurity for Municipalities Workshop Series - Fall 2021 - FRCOG

- **Workshop 1: Positioning Technology & Cybersecurity as a Strategic Imperative**
 - **Session 1 – Support and Planning**
 - **Recording:** https://us02web.zoom.us/rec/share/GW8w57-pleYtxyGZzphZaEGfME2Bj5L1mH4obEHu3yH1viSTXnVk-PTrrGXBemxi.COhPhJulNsa_TIJR
 - **Slides:** <https://frcog.org/wp-content/uploads/2021/09/FRCOG-Positioning-Technology-and-Cybersecurity-as-a-Strategic-Imperative-9.14.21.pdf>
 - **Session 2 – Internal Change Management**
 - **Recording:** <https://www.youtube.com/watch?v=qW-goJvKHeU&t=17s>
 - **Slides:** <https://frcog.org/wp-content/uploads/2021/10/FRCOG-Positioning-Technology-and-Cybersecurity-as-a-Strategic-Imperative-Part-II-Internal-Change-Management-9.30.2021.pdf>

- **Workshop 2: Best Practices in IT/Cybersecurity Policies and Procedures Workshop**
 - **Session 1 – Overview of a Cybersecurity Program**
 - **Recording:** https://us02web.zoom.us/rec/share/hxFrbJPcfxCdTRL_b3sub4hnygtivl7roJboWNI66-Vs92dqodJWsOgZQ4P5x59.prRrQafHwn4-MMll
 - **Slides:** <https://frcog.org/wp-content/uploads/2021/10/FRCOG-Best-Practices-in-IT-Cybersecurity-Policies-and-Procedures-10.14.2021.pdf>
 - **Session 2 – Building a Cybersecurity Program**
 - **Recording:** <https://us02web.zoom.us/rec/share/ltjwsMsWJTfIBs5bW4Sp6oi9o1Nzr7DuGX12h0LC1gonR4K3ounp8cffi4P9IKS.48bJ4JUP3Dv-AB3y>
 - **Slides:** <https://frcog.org/wp-content/uploads/2021/10/FRCOG-4-Best-Practices-in-IT-Cybersecurity-Policies-and-Procedures-10.26.2021.pdf>

- **Workshop 3: Incident Response Planning Workshop**
 - **Session 1 – Introduction of the cyber incident response plan template and implementation checklist tool**
 - **Recording:**
https://us02web.zoom.us/rec/share/j0mFvpkajBmxhP1RCs5nGJQxV6Bspywd4CZxRGu5hqRwROF5t8iYBZJQ_2Tjga8Z.s7QHsZpBA-vB15-A
 - **Slides:** <https://frcog.org/wp-content/uploads/2021/11/updated-FRCOG-Incident-Response-Planning-Session-1-Introduction-of-the-cyber-incident-response-plan-template-11.3.2021.pdf>
 - **Session 2 – Implementing an IRP and addressing tool implementation barriers and questions**
 - **Recording:**
https://us02web.zoom.us/rec/share/Rlqlkm04FVdxlluYIkNB19cchlRXCX9b79WYpMeX7q4ugQJDvTr1RYoD_-xY3xd.msUtsvTJbmGa28Km
 - **Slides:** <https://frcog.org/wp-content/uploads/2021/11/FRCOG-6-Incident-Response-Planning-Session-2-Cyber-Insurance-and-Incident-Response-Planning-11.17.2021.pdf>
- **Workshop 4: Security and Compliance Workshop**
 - **Recording:**
https://us02web.zoom.us/rec/share/HMwNL5HT63a2JIGPrk6sHek8rGuZ311j-DbwqHi6BWWecju3WOoE_qHtRD6udNfS.gdKPLb0SdRkmSGKu
 - **Slides:** <https://frcog.org/wp-content/uploads/2021/12/FRCOG-Security-and-Compliance-for-Municipal-Government-12.2.2021.pdf>
- **Workshop 5: State IT/Cybersecurity Efforts and Resources Workshop**
 - **Recording:** https://us02web.zoom.us/rec/share/5fomAI5RK7IShrrwluak_pJUxI-MXGVOXDAuWyPJ_ZbDXRBVXQiwLKBxSMYLV2ae.93x7ziFBz73BCCv9
 - **Slides:** <https://frcog.org/wp-content/uploads/2021/12/FRCOG-8-State-IT-Cybersecurity-Efforts-Resources-12.16.2021.pdf>

EXHIBIT B
FEE SCHEDULE
(Immediately following)

Pricing Document

KHA P-17-22 Security and Privacy Assessment / Security and Privacy Framework Development

FY	Phase	Description	Estimated Timeline	Hours	Budget
Section I- KHA Security and Privacy Assessment					
22/23	1	Kickoff and Discovery	Weeks 1-4	92	\$18,860
	2	Gap Analysis	Weeks 5-8	92	\$18,860
	3	Plan of Action	Weeks 9-12	69	\$14,145
		<i>Reserved for changes in scope</i>	-		\$8,135
			Section I Total		\$51,865.00
			<i>Sec 1. maximum total with contingency</i>		<i>\$60,000.00</i>
Section II- Development of Security and Privacy Framework					
23/24	1	Inventory and Classification	Weeks 13-14	34	\$7,072
	2	Develop Security and Privacy Framework	Weeks 15-17	80	\$16,387
	3	Gap Analysis	Weeks 18-21	138	\$28,290
		<i>Reserved for changes in scope</i>	-		\$8,251
			FY 23/24 Total		\$51,749.00
			<i>FY 23/24 maximum total with contingency</i>		<i>\$60,000.00</i>
24/25	4	Framework Refinement	Weeks 22-24	92	\$18,860
	5	Awareness Campaign and Resource Development	Weeks 25-28	57	\$11,787
	6	Rollout and Continuous Improvement	Weeks 29-32	92	\$18,860
		<i>Reserved for changes in scope</i>	-		\$10,493
			FY 24/25 Total		\$49,507.00
			<i>FY 24/25 maximum total with contingency</i>		<i>\$60,000.00</i>
			Section II Total		\$101,256.00
			<i>Sec 2. maximum total with contingency</i>		<i>\$120,000.00</i>
			GRAND TOTAL		\$153,121.00
			<i>Grand Total maximum total with contingency</i>		<i>\$180,000.00</i>

Novus will bill based on actual costs. Out of scope contingency will require change order.

Contract Purchase Agreement POA-72043-22



Agreement	POA-72043-22
Agreement Date	13-SEP-2022
Revision	0
Agreement Amount	60,000.00 USD
Solicitation Number	P-17-22


Sold To **City of Jacksonville**
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier **Novus Insight Inc.**
772 Pitkin Street, Suite 101
HARTFORD, CONNECTICUT 06108

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
26711	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date	Contact To		
30-Sep-2022	29-Sep-2023	Alexandria Baker abaker@coj.net Phone 904-2558830		

DRAFT

This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief Procurement Division 
--	--



City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

August 25, 2022

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

**Ref: P-17-22 Security and Privacy Assessment/Security & Privacy Framework Development
Kids Hope Alliance**


The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above-captioned project.

The following motion/recommendation was adopted:

That the City of Jacksonville on behalf of Kids Hope Alliance enter into a contract with Novus Insight, Inc., for Security and Privacy Assessment and Security and Privacy Framework Development to incorporate the attached Scope of Services identified as Exhibit A and Fee Schedule identified as Exhibit B; the period of service will be from execution of the contract thru September 30, 2023, with four (4) one-year renewal options available at terms mutually agreeable; the maximum indebtedness is a not-to-exceed amount of \$60,000.00; all other terms and conditions are per the RFP and the City's standard contract language.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,


Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee *cm*

APPROVED:


Lenny Curry, Mayor

This 25 day of August 2022

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

GP: ab

cc: Council Auditor
James McCon Jr. OGC
Subcommittee Members

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



A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

October 10, 2023

COJ PROCUREMENT

TO: Dustin Freeman, Chairman
Professional Services Evaluation Committee

'23 OCT 16 PM 2:19:22

THRU: Nina Sickler, P. E. 
Director of Public Works

FROM: Steven D. Long, Jr., P.E. 
Director of Operations

Robin G. Smith, P.E. 
Chief, Engineering and Construction Management

SUBJECT: Amendment 2 P-14-19 Contract 7077-16
Waitz & Moye, Inc.
Professional Engineering Services for Minor Drainage Imp. Projects - Annual Contract

Contract 7077-16 is set to expire November 3, 2023. All work has been performed satisfactorily for the past two years. Section 1.2 of the contract allows for two, two year renewals. Therefore, we wish to extend the contract for the 2nd of the two year renewals. There is no rate increase associated with this amendment. Waitz & Moye, Inc. is committed to meeting the 20% JSEB goals for this contract.

Accordingly, this is to recommend that Contract 7077-16, originally executed November 5, 2019, between the City of Jacksonville and Waitz & Moye, Inc. for Professional Engineering Services for Minor Drainage Improvement Projects - Annual Contract, be amended to extend the period of service from November 4, 2023 thru November 3, 2025 and to increase the maximum indebtedness by \$3,000,000.00 to a new maximum of \$6,000,000.00, with all other terms and conditions of the Agreement as previously amended, remaining unchanged.

NS/lw

From: [John Moye](#)
To: [West, Lori](#); [Arellys Moye](#)
Cc: [Hahn, David](#)
Subject: RE: P-14-19 Minor Drainage Imp.
Date: Tuesday, October 3, 2023 8:59:57 AM
Attachments: [image001.png](#)

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Lori,

Please accept this email as our request to exercise our renewal option. Our rates will remain the same.

Kindest Regards,

John H. Moye, P.E.



Phone (904) 642-8311, Ext. 105

Email: jmoye@wmice.com

3738 Southside Boulevard Suite 101, Jacksonville, FL 32216

From: West, Lori <LWEST@coj.net>
Sent: Tuesday, October 3, 2023 7:07 AM
To: Arellys Moye <amoye@wmice.com>; John Moye <jmoye@wmice.com>
Cc: Hahn, David <HAHN@coj.net>
Subject: P-14-19 Minor Drainage Imp.

This contract is set to expire 11/4/23 with 1 additional 2 year renewal remaining. Please send a request to exercise your final renewal option and if you are requesting a rate increase or leaving the rates as is so I can submit the renewal request for processing.

Thank you,

Lori A. West
Engineering Contract Manager
City of Jacksonville | Engineering and Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
Phone: 904-255-8759
Fax: 904-357-5923



ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works

Traffic Engineering Division

1007 Superior Street

Jacksonville, FL 32254

(904) 255-7533

www.coj.net

'23 OCT 16 PM 2:19:31

DATE: October 2, 2023

TO: Dustin L. Freeman, Chairman
Professional Services Evaluation Committee

COJ PROCUREMENT

THROUGH: Nina Sickler P.E., Acting Director
Department of Public Works

FROM: Christopher LeDew, P.E., Chief
Traffic Engineering

SUBJECT: Amendment #1 - Renewal and NTE Increase Request - Contract #71458-22, Bid #P-^{P.16-}~~06-21~~
Osiris 9 Consulting
Traffic Studies & Other Engineering Services

The Department of Public Works, Traffic Engineering has received a request from Osiris 9 Consulting, to exercise the first, two year renewal option for Contract #71458-22.

Accordingly, we recommend approval of the renewal option requested by Osiris 9 Consulting for the two (2) year service period from December 16, 2023, to December 15, 2025, in the amount of \$1,500,000.00. The revised contract amount will be \$3,000,000.00.

Work will continue to be performed under purchase orders issued during the fiscal year from accounts generated by the fiscal year budget administration beginning October 1, 2023.

Please contact Fay Deschenes at 255-7542 with any questions.

Attachments



10199 Southside Boulevard, Suite 104
Jacksonville, FL 32256
www.osiris9.com

Contract Renewal Request Letter

September 28, 2023

Fay Deschenes
Traffic Engineering Administration Manager
Public Works - Traffic Engineering Division
City of Jacksonville
1007 Superior Street
Jacksonville, FL 32254
Email: fayd@coj.net
Ph: 904.255.7542

Subject:
1st Renewal of Contract No. 71458-22 (P-16-21) – Traffic Studies & Other Engineering Services Contract

Dear Ms. Deschenes:

Osiris 9 Consulting, LLC, a locally headquartered DBE/SBE firm, has been serving the City of Jacksonville's Traffic Engineering Studies needs for the past two (2) years on numerous assignments (traffic operational evaluations, safety studies, lane repurposing studies, conceptual design, etc.) and successfully completed them through Contract No. 71458-22 (P-16-21) signed on December 14, 2023. As one of our most valued clients, we trust that you have been satisfied by our services over these past two (2) years.


The contract (71458-22) is due to expire on December 15, 2021, and can be renewed for up to two (2) additional two (2) year periods upon provisions, terms, and conditions that are mutually acceptable. We would like to request renewal of this contract so we can continue to provide exceptional traffic engineering services to the City of Jacksonville.


We look forward to your response and hope to renew Contract No. 71458-22 for the first two (2) year extension through December 15, 2025. This renewal will extend the period of service from December 16, 2023, to December 15, 2025. If you have any questions or need additional information during the renewal process, please do not hesitate to contact us.

We look forward to your positive response.

Thank you very much.

Sincerely,
Osiris 9 Consulting, LLC


Sadya Kolluru, P.E.
Project Manager


Imran Ghani, P.E., AICP
President



City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

October 21, 2021

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-16-21 Traffic Studies and Other Engineering Services
Department of Public Works/Traffic Engineering Division


The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above-captioned project.

The following motion/recommendation was adopted:

That the City of Jacksonville enter into a contract with Osiris 9 Consulting, LLC, to provide Traffic Studies and Other Engineering Services that incorporates the attached Scope of Services identified as Exhibit 'A' and Fee Schedule identified as Exhibit 'B'; the period of service is from execution of the contract through two (2) years, with two (2) two-year renewal options available at terms mutually agreeable; The maximum indebtedness is a not-to-exceed amount of \$1,500,000.00. All other terms and conditions are per the RFP and the City's standard contract language.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,


Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:


Lenny Curry, Mayor

This 25th day of October, 2021

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

GP ob

cc: Council Auditor
James McCon, Jr. OGC
Subcommittee Members



ONE CITY ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Traffic Engineering Division
1007 Superior Street
Jacksonville, FL 32254
(904) 255-7533
www.coj.net

MEMORANDUM

October 13, 2021

TO: Gregory W. Pease, Chairman
Professional Services Evaluation Committee (PSEC)

THRU: John Pappas, P.E., Director
Public Works *John Pappas*

FROM: Christopher W. LeDew, P.E., Chief
Traffic Engineering Division *Ch W LeDew*

Lee Durban, Traffic Studies Engineer
Traffic Engineering Division *Lee Durban*

SUBJECT: P-16-21 – Traffic Studies and Other Engineering Services

Traffic Engineering has negotiated with the number one ranked consultant that submitted a proposal and was selected to provide Traffic Studies and Other Engineering Services resulting in the attached Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B.

Accordingly, this is to recommend that the City of Jacksonville enter a contract with Osiris 9 Consulting, LLC, to provide Traffic Studies and Other Engineering Services which incorporates the attached Scope of Services identified as Exhibit A and Fee Schedule identified as Exhibit B. The initial contract period will be for two years from date of execution of contract, with two (2) two-year renewals at terms mutually agreeable. The maximum indebtedness is a not-to-exceed amount of \$1,500,000. All other terms and conditions of the Contract are per the City's standard contract language and as provided in the Request for Proposals.

Attachments: Exhibits A & B

LB

EXHIBIT A

SECTION 4 Description of Services and Deliverables

These various Traffic Engineering services that may be requested under this contract include, but are not limited to the following:

- Conduct Standard Traffic Studies from Manual on Uniform Traffic Control Devices (MUTCD) and Manual on Uniform Traffic Studies (MUTS)
- Roadway Design
- Intersection Design
- Traffic Control Warrant Analysis
- Related CEI work as related to Traffic Engineering
- Crash Analysis with Mitigation Plans
- Speed Studies
- Signing and Pavement Marking Schematics
- Access Management Plans
- Traffic Safety Studies with Mitigation Plans
- Traffic Impact Studies
- Evaluating and/or conducting traffic operational/safety studies
- Travel Time and Delay Studies
- Bicycle and Pedestrian Improvements
- ADA / PROWAG Improvements
- Parking Studies
- Cost Estimates
- Traffic Capacity Analysis Software (not limited to: HCS, Synchro, SIDRA, CAD, MicroStation, etc.)
- Field Reviews
- Condition Diagrams
- Traffic Calming Studies/Plans
- Traffic Impact Studies for large scale development
- Traffic Circulation or Routing Plans (Airports, Truck Route Study, Multi-route Transit Network)
- Development, review and revision of Engineering and Planning Documents
- Public Notifications and/ or Public Information Meetings
- All other related engineering tasks as needed

A. Performance

A major objective of this contract is for the consultant to provide the requested Traffic Engineering Services as expeditiously as possible while maintaining a high degree of thoroughness and professionalism. The Consultant shall be aware that multiple Purchase Orders can be open concurrently.

The Consultant shall ensure that all tasks and studies requiring field activities are conducted professionally and in a manner that utilizes accepted safety methods and practices. The safety of the traveling public and the Consultant's field staff shall be an essential goal of each field study activity.

B. General Guidelines

At a minimum, the latest edition of the following reference manuals will apply to the design of traffic operational improvements:

1. Manual on Uniform Traffic Control Devices (MUTCD)
2. Florida Manual on Uniform Traffic Studies (MUTS)
3. FDOT Minimum Standards for Design, Construction and Maintenance of Streets and Highways
4. Florida's Design Criteria for Resurfacing, Restoration and Rehabilitation (RRR) of Streets and Highways
5. FDOT Design Standard Index
6. FDOT Florida Design Manual
7. The City of Jacksonville Land Development Code
8. ITE Trip Generation Manual

Exhibit B
CONTRACT FEE SUMMARY FORMAT FOR TRAFFIC ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Traffic Studies & Other Traffic Engineering Services	2. Proposal No. / Contract No. P-16-21 / TBD
3. Name of Consultant or Subconsultant: Osiris 9 Consulting, LLC	4. Date of Proposal October 5, 2021

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer or QA/QC Manager	\$ 85.00		\$ 0.00	
Project Manager	\$ 75.00		\$ 0.00	
Senior Engineer	\$ 65.00		\$ 0.00	
Engineer	\$ 48.00		\$ 0.00	
Engineering Intern	\$ 33.00		\$ 0.00	
Engineering Technician	\$ 31.00		\$ 0.00	
Chief Designer	\$ 55.00		\$ 0.00	
Drafter / Designer	\$ 45.00		\$ 0.00	
Design Intern	\$ 18.00		\$ 0.00	
Senior Planner	\$ 45.00		\$ 0.00	
Secretary/Clerical	\$ 25.00		\$ 0.00	
TOTAL DIRECT LABOR	#DIV/0!	0	\$ -	
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate			160.00 % x Total Direct Labor	\$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ -
8. PROFIT: Labor Related Costs (Item 7)				\$ -
			x 10.00%	\$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)	\$	
	\$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		\$ -
10. SUBCONSULTANTS (Lump Sum)	\$	
	\$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		\$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
SUB-TOTAL REIMBURSABLES		\$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	\$ -
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Exhibit B
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Traffic Studies & Other Traffic Engineering Services	2. Proposal No. / Contract No. P-16-21 / TBD
3. Name of Consultant or Subconsultant: England-Thims & Miller, Inc.	4. Date of Proposal October 5, 2021

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Senior Engineer	\$ 69.71		\$ 0.00	
Engineer	\$ 42.34		\$ 0.00	
Senior Planner	\$ 61.80		\$ 0.00	
Planner	\$ 37.11		\$ 0.00	
Senior Designer	\$ 40.97		\$ 0.00	
Designer	\$ 30.10		\$ 0.00	
Senior Traffic Technician	\$ 41.73		\$ 0.00	
TOTAL DIRECT LABOR	#DIV/0!	0		\$ -
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate			200.00 % x Total Direct Labor	\$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ -
8. PROFIT: Labor Related Costs (Item 7)				\$ -
			x 10.00%	\$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)	\$	
	\$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		\$ -
10. SUBCONSULTANTS (Lump Sum)	\$	
	\$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		\$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
SUB-TOTAL REIMBURSABLES		\$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	\$ -
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Exhibit B
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Traffic Studies & Other Traffic Engineering Services	2. Proposal No. / Contract No. P-16-21 / TBD
3. Name of Consultant or Subconsultant: Peters and Yaffee	4. Date of Proposal October 5, 2021

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Chief Engineer	\$ 74.98		\$ 0.00	
Senior Engineer	\$ 63.41		\$ 0.00	
Project Engineer	\$ 45.11		\$ 0.00	
Senior Designer	\$ 33.09		\$ 0.00	
Engineering Intern	\$ 32.27		\$ 0.00	
Engineering Technician	\$ 30.08		\$ 0.00	
Secretary/Clerical	\$ 27.15		\$ 0.00	
TOTAL DIRECT LABOR	#DIV/0!	0		\$ -
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate			170.957 % x Total Direct Labor	\$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ -
8. PROFIT: Labor Related Costs (Item 7)			x 10.00%	\$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)	\$	
	\$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		\$ -
10. SUBCONSULTANTS (Lump Sum)	\$	
	\$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		\$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
SUB-TOTAL REIMBURSABLES		\$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	\$ -
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Exhibit B
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Traffic Studies & Other Traffic Engineering Services	2. Proposal No. / Contract No. P-16-21 / TBD
3. Name of Consultant or Subconsultant: Chindalur Traffic Solutions, Inc	4. Date of Proposal October 5, 2021

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer	\$ 86.65		\$ 0.00	
Traffic Engineer/Project Manager	\$ 67.55		\$ 0.00	
Chief Designer	\$ 60.00		\$ 0.00	
Senior Designer	\$ 50.00		\$ 0.00	
Contract Coordinator	\$ 35.00		\$ 0.00	
TOTAL DIRECT LABOR	#DIV/0!	0		\$ -
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate			150.00 % x Total Direct Labor	\$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ -
8. PROFIT: Labor Related Costs (Item 7)			x 10.00%	\$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)	\$	
	\$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		\$ -
10. SUBCONSULTANTS (Lump Sum)		
	\$	
	\$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		\$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
SUB-TOTAL REIMBURSABLES		\$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	\$ -
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Exhibit B
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Traffic Studies & Other Traffic Engineering Services	2. Proposal No. / Contract No. P-16-21 / TBD
3. Name of Consultant or Subconsultant: AE Engineering, Inc.	4. Date of Proposal October 5, 2021

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
CEI Senior Project Engineer	\$ 82.50		\$ 0.00	
Senior Planner	\$ 42.50		\$ 0.00	
Planner	\$ 32.50		\$ 0.00	
Project Administrator	\$ 48.50		\$ 0.00	
CEI Senior Inspector	\$ 39.25		\$ 0.00	
CEI Inspector	\$ 28.00		\$ 0.00	
TOTAL DIRECT LABOR	#DIV/0!	0		\$ -
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate			153.371 % x Total Direct Labor	\$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ -
8. PROFIT: Labor Related Costs (Item 7)				\$ -
			x	10.00%

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)	\$	
	\$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		\$ -
10. SUBCONSULTANTS (Lump Sum)	\$	
	\$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		\$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
SUB-TOTAL REIMBURSABLES		\$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	\$ -
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Exhibit B
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Traffic Studies & Other Traffic Engineering Services	2. Proposal No. / Contract No. P-16-21 / TBD
3. Name of Consultant or Subconsultant: HNTB Corporation	4. Date of Proposal October 5, 2021

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Chief Engineer 1	\$ 97.00		\$ 0.00	
Senior Engineer 2	\$ 85.00		\$ 0.00	
Engineer 2	\$ 62.00		\$ 0.00	
Engineer 1	\$ 44.00		\$ 0.00	
Engineering Intern	\$ 40.00		\$ 0.00	
Engineering Technician	\$ 36.00		\$ 0.00	
Transportation Data Scientist (Systems Eng)	\$ 74.00		\$ 0.00	
Secretary/Clerical	\$ 25.00		\$ 0.00	
TOTAL DIRECT LABOR	#DIV/0!	0		\$ -
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate			150.00 % x Total Direct Labor	\$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ -
8. PROFIT: Labor Related Costs (Item 7)			x 10.00%	\$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)	\$		
	\$		
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			\$ -
10. SUBCONSULTANTS (Lump Sum)	\$		
	\$		
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)			\$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
SUB-TOTAL REIMBURSABLES			\$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	\$ -
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Exhibit B
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Traffic Studies & Other Traffic Engineering Services	2. Proposal No. / Contract No. P-16-21 / TBD
3. Name of Consultant or Subconsultant: Alfred Benesch & Company	4. Date of Proposal October 5, 2021

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer	\$ 82.67		\$ 0.00	
Project Manager	\$ 71.40		\$ 0.00	
Sr. Engineer 2	\$ 73.25		\$ 0.00	
Sr. Engineer 1	\$ 64.50		\$ 0.00	
Engineer 2	\$ 46.40		\$ 0.00	
Engineer 1	\$ 44.50		\$ 0.00	
Sr. Designer	\$ 42.60		\$ 0.00	
Designer	\$ 40.25		\$ 0.00	
Engineering Intern	\$ 35.46		\$ 0.00	
Sr. Planner	\$ 51.10		\$ 0.00	
Secretary/Clerical	\$ 26.00		\$ 0.00	
TOTAL DIRECT LABOR	#DIV/0!	0		\$ -
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate			161.07 % x Total Direct Labor	\$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ -
8. PROFIT: Labor Related Costs (Item 7)				x 10.00% \$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)				
	\$			
	\$			
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ -
10. SUBCONSULTANTS (Lump Sum)				
	\$			
	\$			
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)				\$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)				
Mileage	\$			
	\$			
	\$			
	\$			
	\$			
	\$			
SUB-TOTAL REIMBURSABLES				\$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	\$ -
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Exhibit B
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Traffic Studies & Other Traffic Engineering Services	2. Proposal No. / Contract No. P-16-21 / TBD
3. Name of Consultant or Subconsultant: Smith Surveying Group, LLC	4. Date of Proposal October 5, 2021

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Engineer	\$ 65.46		\$ 0.00	
Project Manager	\$ 60.00		\$ 0.00	
SUR Project Surveyor	\$ 54.55		\$ 0.00	
Three Man Survey Crew	\$ 63.64		\$ 0.00	
Two Man Survey Crew	\$ 60.00		\$ 0.00	
CADD Technician	\$ 40.00		\$ 0.00	
SUR Secretary/Clerical	\$ 16.37		\$ 0.00	
TOTAL DIRECT LABOR	#DIV/0!	0		\$ -
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate			150.00 % x Total Direct Labor	\$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ -
8. PROFIT: Labor Related Costs (Item 7)			x 10.00%	\$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)	\$	
	\$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		
		\$ -
10. SUBCONSULTANTS (Lump Sum)	\$	
	\$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		
		\$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
SUB-TOTAL REIMBURSABLES		
		\$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	\$ -
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

**Exhibit B
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA**

PART I - GENERAL

1. Project Traffic Studies & Other Traffic Engineering Services	2. Proposal No. / Contract No. P 16-21/TBD
3. Name of Consultant or Subconsultant: Peggy Malone & Associates	4. Date of Proposal October 5, 2021

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Manager	\$ 56.85		\$ 0.00	
Field Crew Supervisor / Manager	\$ 39.66		\$ 0.00	
Field Technician	\$ 23.88		\$ 0.00	
Office Processor-Clerical	\$ 20.19		\$ 0.00	
TOTAL DIRECT LABOR	#DIV/D¹	0		\$ -
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	203.84 % x Total Direct Labor			\$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ -
8. PROFIT: Labor Related Costs (Item 7)				\$ -
		x	10.00%	

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
1-24 hr Class and/or Speed (per lane)	\$	195 00
1-24 hr Loop Class or Volume Count	\$	390 00
1-24 hr Volume Count 1 Direction	\$	175 00
1-24 hr Volume Count 2 Directions	\$	195 00
1-4 hr Intersection Delay Count (Per Approach)	\$	390 00
1-4 hr Queue Study (Per Person)	\$	625 00
1-4 hr Turning Movement	\$	390 00
1-4 hr Turning Movement - Multi Unit	\$	467 00
1-4 hr Turning Movement - Round-About Double	\$	600 00
25-48 hr Class and/or Speed (per lane)	\$	285 00
25-48 hr Loop Class or Volume Count	\$	545 00
25-48 hr Volume Count 1 Direction	\$	250 00
25-48 hr Volume Count 2 Directions	\$	285 00
49-72 hr Class and/or Speed (per lane)	\$	385 00
49-72 hr Loop Class or Volume Count	\$	593 00
49-72 hr Volume Count 1 Direction	\$	330 00
49-72 hr Volume Count 2 Directions	\$	385 00
5-8 hr Intersection Delay Count (Per Approach)	\$	555 00
5-8 hr Queue Study (Per Person)	\$	1,005 00
5-8 hr Turning Movement	\$	524 00
5-8 Turning Movement - Multi Unit	\$	565 00
5-8 Turning Movement - Round-About - Double	\$	638 00
73-168 hr Class and/or Speed	\$	500 00
73-168 hr Loop Class or Volume	\$	620 00
73-168 hr Volume Count 1 Direction	\$	500 00
73-168 hr Volume Count 2 Directions	\$	570 00
9-12 hr Turning Movement	\$	612 00
9-12 hr Turning Movement - Multi Unit	\$	665 00
9-12 hr Turning Movement - Round-About - Double	\$	710 00
Speed & Delay (Travel Time Study 4-8 hrs)	\$	995 00
Approach Picture	\$	15 00
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	\$	-

10. SUBCONSULTANTS (Lump Sum)	\$	
	\$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)	\$	-
11. SUBCONTRACTS (Reimbursable/Not to Exceed)	\$	
	\$	
	\$	
	\$	
	\$	
SUB-TOTAL REIMBURSABLES	\$	-

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 9, 10, and 11)	\$	-
12. TOTAL PRIOR CONTRACT AMOUNT		N.A.
TOTAL AMENDED CONTRACT AMOUNT		N.A.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

July 5, 2021

Christopher Wilkey, Chief Financial Officer
ENGLAND, THIMS & MILLER, INC.
14775 Old St. Augustine Road
Jacksonville, Florida 32258

Dear Mr. Wilkey:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design

- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing

- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.3 - Signalization

- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
 - 10.5.1 - Major Bridge CEI - Concrete
 - 10.5.2 - Major Bridge CEI - Steel

- Group 13 - Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering

- Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2022, for contracting purposes.

Approved Rates

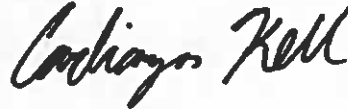
Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
217.42%	174.41%	0.345%	Reimbursed	No	3.68%	8.89%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator



A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
214 N. Hogan St., 10th floor
Jacksonville, FL 32202
(904) 255-8786
www.coj.net

October 10, 2023

TO: Dustin Freeman, Chairman
Professional Services Evaluation Committee

THRU: Nina Sickler, P. E. *Nina Sickler*
Acting Director of Public Works

FROM: Steven D. Long, Jr., P.E. *Steven D. Long*
Director of Operations

Robin G. Smith, P.E. *Robin G. Smith*
Chief, Engineering and Construction Management

'23 OCT 16 PM 2:19:39

COJ PROCUREMENT

SUBJECT: Amendment 14 P-40-16 Contract 6354-16/PO 612416-21
CDM Smith, Inc.
Master Stormwater Management Plan (MSMP) Program Management Services- Annual Contract

Contract # 6354-16 is set to expire December 21, 2023, with no further renewal options. The Request for Proposals was readvertised to include federal language is pending responses. Continued services are needed until the replacement contract is executed. There is no rate increase associated with this amendment. CDM Smith, Inc. is committed to meeting the 15% JSEB participation goals established for this contract.

Accordingly, this is to recommend that Contract No. 6354-16, originally executed June 23, 2017, between the City of Jacksonville and CDM Smith Inc. for Master Stormwater Management Plan (MSMP) Program Management Services- Annual Contract be amended to ratify the dates and extend the expiration date from December 21, 2023 to June 21, 2024. All other terms and conditions of the Agreement remain unchanged.

RGS/lw

cc: Nikita Reed, P.E., Engineering and Construction Management



City of Jacksonville, Florida

Employee Services Department
Employee Benefits Division
City Hall, 117 West Duval St., Suite 150
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

TO: Dustin Freeman, Chairperson
Professional Services Evaluation Committee

FROM: Mary DiPerna, Division Chief, Compensation and Benefits
Carolina Teran-Oceguera, Manager, Compensation and Benefits

SUBJECT: P12-22 Medical, Stop Loss and Pharmacy Services
Amendment #2

DATE: October 5, 2023

This is to recommend that the City approve the second amendment to the contract with Florida Blue for Medical, Stop Loss and Pharmacy services. The contract shall be for a one-year period effective January 1, 2024 through December 31, 2024; administrative and Employee Assistance Program rates will remain the same. Stop Loss rates will increase to \$19.20 PEPM. We are adding a Medicare Advantage plan for retirees. This plan will be at no cost to the City but will be an additional health insurance offering that retirees can enroll in for 2024. The total indebtedness for CY 2024 shall not exceed \$2,500,000; the maximum indebtedness shall not exceed \$5,200,000.

All other terms and conditions shall remain the same as proposed. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

Thanks.

Attachment: Florida Blue letters



An Independent Licensee of the
Blue Cross and Blue Shield Association

**STOP LOSS PROPOSAL FOR
The City of Jacksonville**

Sales Representative: Andrew Carroll
Broker: GALLAGHER BENEFIT SERVICES INC
Claims Administrator: Florida Blue
Provider Network(s): Florida Blue
Utilization Review Vendor(s): Florida Blue
Retirees: Both Medicare Retirees and Under 65 Retirees Included

Proposed Effective Date: 01/01/2024
Through Date: 12/31/2024
RFP Situs State: FL

Specific (Check one option)	Lives	Current	<input type="checkbox"/> Renewal	<input type="checkbox"/> Option 1	<input type="checkbox"/> Option 2
Specific Deductible (per Covered Participant)		\$800,000	\$800,000	\$825,000	\$850,000
Policy Year Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Eligible Claims Expenses		Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
Specific Premium					
Composite Rate	4,038	\$14.12	\$19.20	\$18.30	\$17.53
Total Lives	4,038				
Estimated Policy Term Specific Premium		\$684,199	\$930,355	\$886,745	\$849,434
Specific Covered Claims Basis		108/12	120/12	120/12	120/12
Commission		0.00%	0.00%	0.00%	0.00%

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:

EXHIBIT 'B-1'

PROPOSAL NOTES

- The rates in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include: age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- Human Organ Transplant benefits are payable in accordance with the Covered Underlying Plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- At renewal We will not apply any new Special Risk Limitations including, but not limited to, an Alternate Specific Deductible or Excluded Claim Expense unless requested.
- HMIG agrees to accept the employer’s plan document for the purpose of the reimbursement of claims.

PROPOSAL ACCEPTANCE

To consider a group for coverage we will require submission of all underlying documentation regarding member eligibility and termination as well as the group Leave of Absence Policy. If there is no Leave of Absence Policy in place, we will require a statement from the Plan Sponsor stating there is no Leave of Absence available. Additionally, we will require an approved benefit book within 60 days of Benefit Book release by FL Blue for group approval.

Please acknowledge acceptance of the terms in this proposal by signing and returning by 10/20/2023. Please also indicate which option is chosen by checking the appropriate box on the previous page. All payments after the effective date of this policy, found on the previous page, must use the rates selected. Any deviation from the rates specified could result in an underpayment leading to a possible policy cancellation. **Failure to remit the signed agreement by 10/20/2023 will result in this proposal being considered expired.**

Signature: _____ Title: _____

Accepted on the _____ day of _____, 20_____

EXHIBIT 'B-1'

Coverage is underwritten by Florida Blue, Jacksonville, FL and is administered by HM Life Insurance Company, Pittsburgh, PA. HM Life Insurance Company is an independent company providing only administrative services.

initials: _____ date: _____

BASIS OF OFFER

Assumptions

- This proposal is subject to revision if there is a change in Proposed Effective or Renewal Dates or a change in the Covered Underlying Plan.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed in this proposal.
- This proposal assumes the Covered Underlying Plan includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by HM; employee and dependent census data; submission of any requested claim information; and any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates will be modified, and the Specific claims will be adjusted accordingly.
- Surcharges (including the bad debt and charity surcharge portion of the New York Reform Act applicable to services are rendered in New York State), pool charges, and/or covered lives assessments may be covered under the Stop Loss Policy if such charges are considered a claim cost. HM is not responsible for the filing and/or payment of any assessment for which HM is not directly liable including, but not limited to, the New Hampshire Vaccine Assessment as modified by NH HB 664.
- All standard policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- This proposal will expire on the Proposed Effective Date.
- Unless otherwise limited or excluded by the Stop Loss Policy or under the Individual Special Requirements, Eligible Claim expenses under the Stop Loss Policy will follow the Covered Underlying Plan, up to the proposed Maximum Specific Benefit.
- The Agent is properly licensed and appointed by HM.
- The initial rates are guaranteed for the proposed Policy Term unless otherwise noted.
- There are no more than 15% COBRA participants.

Qualifications

- Any Stop Loss insurance requested and the Proposed Effective Date of that coverage must be approved by HM under Our current rules and practices.
- The premium rates are subject to change should the number of Covered Units change by 10% or more, either in total and/or by single/family mix.
- If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, an updated Summary Plan Document or other acceptable plan description is required within 60 days of the Effective Date, and the premium rates may be subject to re-rating, retro-active to the Effective Date.
- This quote assumes the Covered Underlying Plan will include standard industry provisions and definitions including, but not limited to, eligibility, HIPAA, termination, leave of absence or disability, FMLA, subrogation, transplants and COB; and exclusions for job-related injuries, treatments that are experimental and/or investigational, cosmetic, not medically necessary, war, felonies, charges in excess of usual and customary, and foreign medical care when traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Summary Plan Document is not available within 60 days from the Proposed Effective Date, We reserve the right to issue the policy assuming standard exclusions will apply.
- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health Care Operations." HM will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.
- The rates in this proposal are based on the Disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by HM must be acknowledged before terms of coverage for such individuals are included under HM's Stop Loss Policy.
- Any Stop Loss Policy issued by HM may be rescinded or re-underwritten if any information requested in connection with this proposal was intentionally concealed or misrepresented by or on behalf of the Policyholder and/or the Policyholder's Agent, or if the Policyholder and/or the Policyholder's Agent commits fraud.

EXHIBIT 'B-1'

Coverage is underwritten by Florida Blue, Jacksonville, FL and is administered by HM Life Insurance Company, Pittsburgh, PA. HM Life Insurance Company is an independent company providing only administrative services.

- As used above: An "Agent" is the prospective Policyholder's representative including, but not limited to, the agent, producer or broker of record, or Claims Administrator. A "Claims Administrator" is a third party administrator (TPA) designated by the Policyholder and approved by Us. Disclosure or Disclosed means to provide Claim Information and any other documentation or data requested by Us including, but not limited to, Census and Demographic Information and the estimated number of Covered Units prior to the beginning of the Policy Term.

EXHIBIT 'B-1'

Coverage is underwritten by Florida Blue, Jacksonville, FL and is administered by HM Life Insurance Company, Pittsburgh, PA. HM Life Insurance Company is an independent company providing only administrative services.



BLUEMEDICARE GROUP MASTER AGREEMENT

SECTION 1: INTRODUCTION

This BlueMedicare Group Master Agreement (this "Agreement") describes the rights and obligations which you and Blue Cross and Blue Shield of Florida, Inc. ("Florida Blue") have with respect to the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan (hereinafter, "Medicare Plan(s)") coverage to be provided by us to your Covered Retirees and Covered Dependents.

References to "we", "us", "our," and Florida Blue throughout this Agreement refer to Blue Cross and Blue Shield of Florida, Inc. In exchange for your payment of the Premium, we agree to provide the coverage and/or benefits specified in the Evidence of Coverage for the Medicare Plan(s) ("Evidence of Coverage"), a copy of which is attached to this Agreement. The coverage to be provided by us under the Group Plan which you have established is described in the Evidence of Coverage.

SECTION 2: DEFINITIONS

Certain terms defined in the Agreement are also used and defined (for the convenience of Covered Persons) in the Evidence of Coverage. If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title, or a defined term. The following defined terms apply to this Agreement:

Anniversary Date means the date one year after the Effective Date of coverage and subsequent annual anniversaries or such other date as mutually agreed to in writing by the parties.

Appeal means a request submitted by or on behalf of a Covered Person for a review of our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs.

CMS means the Centers for Medicare and Medicaid Services.

CMS Requirements means the provisions of Parts C and D of Title XVIII of the Social Security Act, CMS Medicare Part C and D regulations at 42 C.F.R. Parts 422 and 423, the CMS Managed Care and Prescription Drug Benefit Manuals, other CMS instructions and guidance and the provisions of Florida Blue's contracts with CMS to offer the Medicare Plans.

Covered Dependent means an Eligible Dependent who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Retiree.

Covered Person means a Covered Retiree or a Covered Dependent.

Covered Retiree means an Eligible Retiree, who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Dependent.

Effective Date for the Group means 12:01 a.m. on the date specified on the last page of this Agreement and for Covered Persons means 12:01 a.m. on the date coverage will begin as specified in the Evidence of Coverage.

Eligible Dependent means an individual who meets and continues to meet all of the eligibility requirements described in the Evidence of Coverage.

Eligible Retiree means an individual who meets and continues to meet all of the eligibility requirements set forth in the Evidence of Coverage and is eligible to enroll as a Covered Retiree. An Eligible Retiree is not a Covered Retiree until actually enrolled and accepted for coverage as a Covered Retiree by us.

Enrollment Forms means those forms, electronic or paper, which are approved by us and used to maintain accurate enrollment files under the Agreement.

Grace Period means the sixty (60) calendar day period beginning on the date the Premium is due.

Grievance means a type of complaint submitted by a Covered Person (or other person eligible under CMS Requirements to submit a Grievance) about us or one of our network providers or pharmacies, including a complaint concerning the quality of care. This type of complaint does not involve coverage or payment disputes.

Group means the employer, labor union, association, partnership, corporation, department, other organization or entity through which coverage and benefits are issued by us.

Note: References to "you" or "your" throughout the first part of this Agreement also refer to the Group. References to "you" or "your" in the Evidence of Coverage refer to Eligible Retirees, Eligible Dependents, Covered Retirees and/or Covered Dependents depending on the context and intent of the specific provision.

Group Master Agreement or Agreement means the written document which is evidence of the entire agreement between the Group and Florida Blue whereby coverage and benefits are provided to Covered Persons.

Late Enrollment Penalty ("LEP") means an amount added to the Part D Premium of an individual who did not have Part D coverage or other creditable prescription drug plan when the individual first became eligible for Part D or who had a break in Part D or other creditable prescription drug coverage for at least 63 days.

Low Income Subsidy ("LIS") means the premium subsidy amount paid to us by CMS for qualifying Covered Persons with Medicare Part D coverage.

Medicare Plan means the group Medicare Advantage Plan, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan that you select.

Premium means the amount required to be paid by the Group to us for coverage under this Agreement.

Service Area means a geographic area where a Medicare Plan accepts members.

SECTION 3: ELIGIBILITY, ENROLLMENT, AND DISENROLLMENT

A. Eligibility Determination

Determination of whether an individual is an Eligible Retiree or Eligible Dependent will be a two-step process:

1. You will determine whether the individual is eligible to participate in the retiree group health benefit plan that you sponsor. For individuals meeting your eligibility criteria, you will promptly forward completed applications to us. You are responsible for complying with all applicable laws and regulations, including but not limited to the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, in making this eligibility determination. You must also comply with all eligibility guidelines included in the benefit administrative guide and Evidence of Coverage.
2. After receiving a complete application, we will process the application in accordance with CMS Requirements. An application must be approved by us and accepted by CMS for an individual to be enrolled in a Medicare Plan.

B. Distribution of Enrollment Materials

You may only distribute materials describing the Medicare Plan that we have provided to you or that we have approved in writing. You will distribute any pre-enrollment materials that we provide to you to each potential enrollee before collecting enrollment applications. Nothing in this Section will preclude you from making additional disclosures about your group health benefit plan as applicable to comply with ERISA, such as a wrap-around summary plan description or other plan document. If applicable, you are solely responsible for compliance with ERISA disclosure requirements in connection with the Medicare Plan(s).

C. Group Disenrollment

If you decide to disenroll all Covered Persons from a Medicare Plan, you must:

1. Notify all beneficiaries that you intend to disenroll them from the Medicare Plan. You will provide this notice at least twenty one (21) calendar days before the disenrollment. This notice will explain how to contact Medicare for information about other plan options that may be available. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.
2. Provide us with all information necessary to submit a complete disenrollment request transaction to CMS in accordance with CMS Requirements.
3. In the event of termination of this Agreement, provide advanced notice in accordance with Section 4 of this Agreement.

D. Individual Covered Person Disenrollment

Covered Persons may be disenrolled from a Medicare Plan by Florida Blue if they become ineligible for continued enrollment. Covered Persons may also be disenrolled if this Agreement terminates or if you

inform us that they are no longer eligible to participate in your retiree group health plan. If Florida Blue determines that a Covered Person is ineligible for continued enrollment or if you instruct us to disenroll an individual, you must:

1. Provide us with at least thirty (30) calendar days advanced notice of the ineligibility or disenrollment election of an individual; and
2. Provide the Covered Person(s) who will be disenrolled with at least twenty one (21) calendar days advanced notice of the termination and of other insurance options that are available to them. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

The Covered Person will have the opportunity to elect another plan offered by us or by you, join Original Medicare, or join another carrier's Medicare Plan (by submitting an enrollment request to that organization).

SECTION 4: TERM AND TERMINATION

A. Term of Agreement and Renewal Process

This Agreement shall become effective as of the Effective Date provided: (1) that we accept your Group Application; and (2) that you pay the required initial Premium specified by us.

This Agreement shall continue in effect until the first Anniversary Date following the Effective Date unless terminated earlier as permitted by its terms. After the initial term, this Agreement shall automatically renew each succeeding year on the Anniversary Date for an additional one-year period unless:

1. At least sixty (60) calendar days prior to such Anniversary Date, you notify us that you do not want the Agreement to automatically renew; or
2. It is terminated as permitted by its terms.

At least ninety (90) calendar days before each Anniversary Date, we will provide you with notice of changes in Premium and benefits under the Medicare Plan for the upcoming year (the "Renewal Notice").

If this Agreement renews as specified above, all of its terms and provisions (including the Premium due) shall be amended to include the terms of the Renewal Notice, and the amended Agreement shall govern coverage as of the Anniversary Date. Payment of the new charges shall constitute acceptance of the change in Premium rates. This Agreement is conditionally renewable. This means that it automatically renews each year on your Anniversary Date unless terminated earlier in accordance with its terms.

B. Termination by Group

The Group may cancel this Agreement on its Anniversary Date by giving written notice to us at least sixty (60) calendar days in advance, unless we have initiated a termination for any of the reasons stated below.

C. Termination by Florida Blue

We may terminate this Agreement or refuse to renew for the following reasons:

1. **Failure to Pay Premiums.** You do not pay Premiums in accordance with its terms or we have not received timely Premium payments prior to the end of the Grace Period. Termination of this Agreement for failure to pay premiums shall be effective as of the end of the Grace Period. In the event of such termination, you are obligated to pay the following:
 - a. Any portion of the Premium due for coverage provided by us prior to termination; and
 - b. Any amounts otherwise due us.
2. **Fraud or Intentional Misrepresentation of Material Fact.** You perform an act, or engage in any practice, that constitutes fraud or make an intentional misrepresentation of material fact.
3. **Group Contribution and Participation and CMS Rules.** You do not comply with: (1) a material provision which relates to rules for Group contributions or Covered Person participation; or (2) any provision in this Agreement which relates to LIS or other CMS Requirements.
4. **Service Area.** There is no longer any Covered Person who lives, resides, or works in the Service Area.
5. **Termination or Non-renewal of the CMS Contract.** We will provide you with at least ninety (90) calendar days' notice upon termination or non-renewal of our contract with CMS.

Except as specifically provided in this Subsection 4.C, if we decide to terminate or not renew the Agreement based on one or more of the circumstances mentioned above, we will give you at least forty-five (45) calendar days advance written notice.

D. Notification of Termination to Covered Retirees

It is your obligation to immediately notify each Covered Person of any such termination of this Agreement for any reason, consistent with the requirements of Section 3 of this Agreement.

E. Representations Made By, and Obligations of, the Group

In agreeing to provide coverage in accordance with the terms of this Agreement, we rely on the representations you made when you applied for coverage with us and your representation that you have authority to act on behalf of all Covered Persons with respect to this Agreement. Consequently, every act by, agreement with, or notice given to, you will be binding on all Covered Persons. You agree that you shall offer to all Eligible Retirees the opportunity to become a Covered Person under this Agreement. You agree that, if requested by us, you will distribute the Evidence of Coverage and other coverage materials to Covered Persons.

SECTION 5: PAYMENT PROVISIONS

A. Monthly Invoice

We will prepare a monthly invoice of the Premium due on or before the due date. This monthly invoice will also reflect any prorated charges and credits resulting from changes in the number of Covered Persons and changes in the types of coverage that took place in the previous or current month.

If you become aware that a Covered Person will become ineligible, you must provide us with written notice of such ineligibility as described in Section 3 of this Agreement. You shall be liable to us for the Premium due for each individual enrolled in a Medicare Plan under this Agreement until the effective date of disenrollment, which is set by CMS Requirements.

You must pay the total amount of the invoice. Do not add names to an invoice, change coverage or pay for a retiree or dependent whose name does not appear on the invoice. No changes can be made to a Group invoice unless a signed application form is on file and submitted to Florida Blue. Payment shall be for the total amount of the Group invoice.

B. Payment Due Date

The first Premium payment is due before the Effective Date of the Agreement. Each following payment is due monthly unless you agree with us in writing on some other method and/or frequency of payment. The Premium is due and payable on or before the first day of each succeeding calendar month to which such payments apply.

C. Grace Period

This Agreement has a sixty (60) calendar day Premium payment Grace Period, which begins on the date the Premium payment is due. If we do not receive the required Premium payment on or before the date it is due, it may be paid during this Grace Period. Coverage will stay in force during the Grace Period. If Premium payments are not received by the end of the Grace Period, we will terminate this Agreement and proceed with the disenrollment of Covered Persons as described in Section 3 of this Agreement.

D. Changes in Premium

Premium rates may be changed on your Anniversary Date as described in Section 4.A above regarding renewal.

E. Other Rules Regarding the Payment of Premiums

1. CMS rules govern the effective date of any disenrollment of a Covered Person under this Agreement, and we are not required to retroactively terminate this Agreement or coverage for any Covered Person.
2. If full payment of the Premium is not paid when due, this Agreement may be terminated as described in Section 4 of this Agreement.

F. Premium Subsidization

You may subsidize Premium amounts charged to Eligible Retirees. You are responsible for compliance with all applicable laws and regulations relating to your subsidy of Premiums, including ERISA and CMS Requirements, as applicable. You acknowledge and agree that Premium subsidization may vary for different classes of Eligible Retirees only if such classes are reasonable and based on objective business criteria. You represent and warrant that you will not vary Premium subsidization based on any Covered Person's eligibility for LIS. Further, you will not vary Premium subsidization for individuals within a given class of Eligible Retirees. In no case will you charge an Eligible Retiree more than the sum of the monthly Premium that we charge you for the Medicare Plan benefits.

G. Low Income Subsidy

You will comply with the following requirements in connection with LIS:

1. You are required to pass through any LIS payments received from CMS to reduce the Premium amount that the Covered Retiree pays. You will first apply any LIS amounts to a Covered Person's share of Premium. You may not benefit from any LIS amount until the Premium for a Covered Person (including amounts for the non-drug benefits in a combined Medicare Advantage Prescription Drug Plan) paid by a Covered Retiree is reduced to zero (\$0.00).
2. You are responsible for reducing up-front Premium contributions that you collect from Covered Retirees for any Covered Persons eligible for LIS. In limited situations where you are unable to reduce the up-front Premium contribution (*e.g.* if LIS is awarded retroactively), you will directly refund the LIS amount to the Eligible Retiree within fifteen (15) calendar days of the date you receive the LIS amount from Florida Blue.

H. Late Enrollment Penalty (LEP)

The Premium for an individual Covered Person may be higher if the Covered Person is assessed an LEP for not enrolling in Part B in a timely manner. This higher Premium will be reflected on the bill you receive from us.

I. Premium Billing

You will be responsible for the payment of the "Total Monthly Premium per Covered Retiree" of all Group members. The Total Monthly Premium may be less for Covered Persons who qualify for LIS as defined by CMS. You will also be responsible for any LEP charges that Group members have been assessed by CMS. The first Premium charge is payable before the Effective Date of this Agreement. Monthly charges are payable on the first day of each following month during the time this Agreement is in effect.

J. Retroactive Premium Adjustment

The monthly charge will be determined from our records by the number of Covered Retirees who have been confirmed through the CMS enrollment transaction process. Retroactive adjustments will be made for additions and terminations of Covered Retirees and for Covered Retirees who have been confirmed through the CMS enrollment transaction process after the initial billing statement. Any refund that is owed to a Covered Retiree must come from the Group, unless the Covered Retiree is billed directly by us. Florida Blue will only adjust the amount due of a Group and will not refund Premium(s) paid to a Covered Retiree, unless we mutually agree that a Covered Retiree is to be directly billed by Florida Blue. You must refund to Covered Retirees any amounts received from us that are due to Covered Retirees in a timely manner.

SECTION 6: HOST BLUE PLANS

A. Out-of-Area Services – Medicare Advantage

We have relationships with other Blue Cross and/or Blue Shield Licensees ("Host Blues") referred to generally as the "Inter-Plan Medicare Advantage Program." This Program operates under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). When members access

healthcare services outside the geographic area we serve, the claim for those services will be processed through the Inter-Plan Medicare Advantage Program. The Inter-Plan Medicare Advantage Program available to members under this agreement is described generally below.

B. Member Liability Calculation

When you receive Covered Services outside of our service area from a Medicare Advantage PPO network provider, the cost of the service, on which member liability (copayment/coinsurance) is based, will be either:

- The Medicare allowable amount for covered services; or
- The amount either we negotiate with the provider or the Host Blue negotiates with its provider on behalf of our members, if applicable. The amount negotiated may be either higher than, lower than, or equal to the Medicare allowable amount.

C. Nonparticipating Healthcare Providers Outside Our Service Area

When Covered Services are provided outside of our service area by nonparticipating healthcare providers, the amount(s) a member pays for such services will be based on either the payment arrangements, described above, for Medicare Advantage PPO network providers, Medicare's limiting charge where applicable or the provider's billed charge. In these situations, the member may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment we will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

SECTION 7: GENERAL PROVISIONS

A. Administration and Record Retention

You must provide us with any information we need to administer the coverage and/or benefits to be provided or needed to compute the Premium due. While this coverage is in force, we have the right, at any reasonable time, to examine your records on any issues necessary to verify information provided by you. You must retain all records relating to this Agreement, including but not limited to those relating to LIS administration, for the current calendar year plus an additional ten (10) years.

B. Assignment and Delegation

You may not assign, delegate or otherwise transfer this Agreement and the obligations hereunder without our written consent. Any assignment, delegation, or transfer made in violation of this provision shall be void. We may assign, delegate, or otherwise transfer this Agreement to our successor in interest or an affiliated entity without your consent at any time.

C. Authorization

Where this Agreement requires that an act involving the administration of coverage and/or benefits be authorized or approved by us, such authorization or approval shall be considered given when provided in writing by a duly authorized officer of Florida Blue or his or her designee.

D. Evidence of Coverage

We will provide an Evidence of Coverage and ID Card for each Covered Retiree. The Evidence of Coverage will describe the coverage and benefits to be provided to Covered Persons by us.

You agree that, if requested by us, you will distribute the Evidence of Coverage (and any Endorsements to it) and other coverage materials to Covered Persons.

E. Grievance and Appeals Process

We have established and will maintain a process for hearing and resolving Grievances and Appeals raised by Covered Persons in accordance with CMS requirements. Details regarding this process are provided in the Evidence of Coverage.

F. Changes to the Agreement

Florida Blue may make any changes to this Agreement that are necessary to meet CMS Requirements (“CMS Mandated Amendments”) with sixty (60) calendar days advanced written notice to you. Such changes shall become effective as amendments to this Agreement upon expiration of this sixty (60) calendar day notice period.

Except in the case of (a) CMS Mandated Amendments or (b) Renewal Notices as described in Section 4.A., no person may change, modify, or revise the written terms or provisions of this Agreement unless such change is made by a written amendment signed by one of our duly authorized officers. For example, no Eligible Retiree or agent of Florida Blue or the Group can change or waive the written terms or provisions of this Agreement except as stated in the first sentence of this paragraph.

G. Furnishing and Maintaining Enrollment Records

You must provide any information required by us for the purpose of creating and maintaining enrollment records, processing terminations, and recording changes in family status. In addition, you and each Eligible Retiree must submit accurate and complete Enrollment Forms on a timely basis. You are responsible for collecting the Enrollment Forms, reviewing them for accuracy and completeness, and forwarding them to us, along with the applicable Premium payment. All enrollment record information which is relevant to the eligibility or coverage status of any individual must be made available to us for inspection and copying upon request.

H. Errors or Delays

Clerical errors or delays by us in maintaining enrollment records regarding Covered Persons will not invalidate coverage which would otherwise be validly in force or continue coverage which would otherwise be validly terminated, provided you have furnished us with timely and accurate enrollment information. Errors or delays by you in furnishing accurate enrollment information to us will not affect our right to strictly enforce any and all eligibility requirements.

I. Entire Agreement

This Agreement sets forth the exclusive and entire understanding and agreement between the parties and shall be binding upon the Covered Persons, the parties, and any of their subsidiaries, affiliates, successors,

heirs, and permitted assigns. All prior negotiations, agreements, and understandings are superseded hereby. No oral statements, representations, or understanding by any person can change, alter, delete, add or otherwise modify the express written terms of this Agreement, which includes the terms of coverage and/or benefits set forth in the Evidence of Coverage, the Schedule of Benefits, and any other attachments, amendments or riders.

J. Financial Responsibilities of the Group

We reserve the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Our recovery efforts may relate to benefit payments made for health care services rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination is required to be made by you. Your cooperation with and support such recovery efforts is required.

In the event that you do not comply with the notice requirements set forth in Subsection 5.A (Monthly Invoice), you shall be solely liable to us for Premium due until the effective date established by CMS for a Covered Person's disenrollment.

K. Indemnification

You shall hold harmless and indemnify Florida Blue, against all claims, demands, liabilities, or expenses (including reasonable attorney fees and court costs), which are related to, arise out of, or are in connection with any of your acts or omissions, or acts or omissions of any of your employees, retirees or agents, in the performance of your obligations under this Agreement. We are not your agent, nor are you our agent, for any purpose. This paragraph shall only apply to the extent allowed under Florida Statutes § 768.28.

L. Representations on the Group Application and the Enrollment Forms

We rely on the information you and your Eligible Retirees provide to determine whether to issue coverage; the appropriate Premium and financing method; and eligibility for coverage. All such information must be accurate, truthful, and complete. Statements made on the Enrollment Forms are representations and not warranties.

We may cancel, terminate, or void this Agreement if the information which you provide is fraudulent, or if you make an intentional misrepresentation.

M. Reservation of Right to Contract

We reserve the right to contract with any individuals, corporations, associations, partnerships, or other entities for assistance with the servicing of coverage and benefits to be provided by us or obligations due, under this Agreement.

N. Service Mark

You, on behalf of the Group and its Covered Retirees, hereby expressly acknowledge your understanding that this Agreement constitutes a contract solely between you and Florida Blue. We are an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting us to use the Blue Cross and Blue Shield Service Mark in the state of Florida and that we are not contracting as the agent of the

Association. You further acknowledge and agree that you have not entered into this contract based upon representations by any person other than us and that no person, entity, or organization other than us shall be held accountable or liable to you for any of our obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on our part other than those obligations created under other provisions of this Agreement.

O. Third Party Beneficiary

This Agreement was entered into solely and specifically for the benefit of Florida Blue and the Group. The terms and provisions of the Agreement shall be binding solely upon, and inure solely to the benefit of, Florida Blue and the Group, and no other person shall have any rights, interest or claims under this Agreement, including the Evidence of Coverage, or be entitled to sue for a breach thereof as a third-party beneficiary or otherwise. Florida Blue and the Group hereby specifically express their intent that health care providers that have not entered into contracts with Florida Blue to participate in Florida Blue’s provider networks shall not be third-party beneficiaries under this Agreement, including the Evidence of Coverage.

P. Inspection and Audit

You shall permit CMS, The U.S. Department of Health and Human Services, the Comptroller General, or their designees, to inspect, evaluate, and audit any of your books, contracts, medical records, patient care documentation, documents, papers, and other records pertaining to coverage by providing records to Florida Blue, which will submit the records to CMS. This right to inspect, evaluate, and audit shall extend ten (10) years from the expiration or termination of the Agreement or completion of final audit, whichever is later, unless otherwise required by applicable law.

Q. Benefit Administrator Guide

We will provide you with a Benefit Administrator Guide, which provides details related to how your plan is administered and your responsibilities as a benefit administrator.

R. Member Communications and Campaigns

We may send CMS required or Florida Blue member communications without your consent. Samples of all required materials are available upon request for informational purposes.

We may also contact Covered Persons by telephone regarding any Florida Blue campaign and any campaign approved by the Florida Office of Insurance Regulation and/or CMS, as applicable. We will notify you of the campaign prior to making contact with members.

S. COBRA

You are solely responsible for determining when individuals are eligible for coverage under a Medicare Plan pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”). You will notify us promptly of any COBRA elections. For more information on your COBRA responsibilities refer to the Benefit Administrator Guide.

* * * * *

In consideration of the payment of Premiums when due and subject to all of the terms of this Agreement, Blue Cross Blue Shield of Florida, Inc. hereby agrees to provide each enrollee of *City of Jacksonville*. The benefits of this Agreement as set forth in the Evidence of Coverage beginning on each enrollee's effective date.

The Group has selected the following plan and premium:

Elite PPO w/DHV *\$279.08*

The Group's Agreement is effective as of *1/1/2024*.

IN WITNESS WHEREOF, the parties have executed this Agreement as of dates listed below.

Blue Cross Blue Shield of Florida, Inc.
(DBA Florida Blue)

City of Jacksonville #B3267

By: _____
(Signature)

By: _____
(Signature)

Name: Alisha Pieraccini
(Please Print or Type)

Name: _____
(Please Print or Type)

Title: Vice President, Medicare Prod Strat & Dvmt

Date: _____

Date: _____



4800 Deerwood Campus
Parkway Building 200, 6th
Floor
Jacksonville, FL 32246

T 904-905-8068 F 904-301-1605
E Andy.Carroll@floridablue.com

September 28, 2023

Mary DiPerna
117 West Duval Street
Suite 150
Jacksonville, FL 32202

RE: 1-1-24 ASO INFORMATION – RFP P-12-22

Dear Mary:

Within our RFP response to RFP P-12-22 Florida Blue has committed to the following fees and parameters effective 1/1/2024.

- Administrative Fee (Guaranteed for 5 years 2023-2027)
 - 1-1-24 – 12-31-24 \$28.90
- The Administration Fees to be charged after the termination of this contract will be billed as follows:
 - 1-1-24 – 12-31-24 0% of Run-off Claims
- The \$800,000 Specific StopLoss Premium based on a 120/12 contract is as follows:
 - \$19.20

We will also agree to continue the \$200,000 wellness contribution in 2024 to support the City's Wellness Initiatives.

No changes, additions or deletions have been provided from what we provided in our response to RFP P-12-22 on 6/22/2022.

Please review these details and let me know if you need anything else.

Thank you for your continued support of Florida Blue.

Respectfully,

A handwritten signature in blue ink, appearing to read "Andy Carroll".

Andy Carroll, Strategic Account Executive – Public Sector

EXHIBIT 'B-1'

Sales Representative: Andrew Carroll
Broker: GALLAGHER BENEFIT SERVICES INC
Claims Administrator: Florida Blue
Provider Network(s): Florida Blue
Utilization Review Vendor(s): Florida Blue
Retirees: Both Medicare Retirees and Under 65 Retirees Included

Proposed Effective Date: 01/01/2024
Through Date: 12/31/2024
RFP Situs State: FL

Specific (Check one option)	Lives	Current	<input type="checkbox"/> Renewal	<input type="checkbox"/> Option 1	<input type="checkbox"/> Option 2
Specific Deductible (per Covered Participant)		\$800,000	\$800,000	\$825,000	\$850,000
Policy Year Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Eligible Claims Expenses		Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
Specific Premium					
Composite Rate	4,038	\$14.12	\$19.20	\$18.30	\$17.53
Total Lives	4,038				
Estimated Policy Term Specific Premium		\$684,199	\$930,355	\$886,745	\$849,434
Specific Covered Claims Basis		108/12	120/12	120/12	120/12
Commission		0.00%	0.00%	0.00%	0.00%

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:

PROPOSAL NOTES

- The rates in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include: age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- Human Organ Transplant benefits are payable in accordance with the Covered Underlying Plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- At renewal We will not apply any new Special Risk Limitations including, but not limited to, an Alternate Specific Deductible or Excluded Claim Expense unless requested.
- HMIG agrees to accept the employer's plan document for the purpose of the reimbursement of claims.

PROPOSAL ACCEPTANCE

To consider a group for coverage we will require submission of all underlying documentation regarding member eligibility and termination as well as the group Leave of Absence Policy. If there is no Leave of Absence Policy in place, we will require a statement from the Plan Sponsor stating there is no Leave of Absence available. Additionally, we will require an approved benefit book within 60 days of Benefit Book release by FL Blue for group approval.

Please acknowledge acceptance of the terms in this proposal by signing and returning by 10/20/2023. Please also indicate which option is chosen by checking the appropriate box on the previous page. All payments after the effective date of this policy, found on the previous page, must use the rates selected. Any deviation from the rates specified could result in an underpayment leading to a possible policy cancellation. **Failure to remit the signed agreement by 10/20/2023 will result in this proposal being considered expired.**

Signature: _____ Title: _____

Accepted on the _____ day of _____, 20_____

initials: _____ date: _____

BASIS OF OFFER

Assumptions

- This proposal is subject to revision if there is a change in Proposed Effective or Renewal Dates or a change in the Covered Underlying Plan.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed in this proposal.
- This proposal assumes the Covered Underlying Plan includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by HM; employee and dependent census data; submission of any requested claim information; and any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates will be modified, and the Specific claims will be adjusted accordingly.
- Surcharges (including the bad debt and charity surcharge portion of the New York Reform Act applicable to services are rendered in New York State), pool charges, and/or covered lives assessments may be covered under the Stop Loss Policy if such charges are considered a claim cost. HM is not responsible for the filing and/or payment of any assessment for which HM is not directly liable including, but not limited to, the New Hampshire Vaccine Assessment as modified by NH HB 664.
- All standard policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- This proposal will expire on the Proposed Effective Date.
- Unless otherwise limited or excluded by the Stop Loss Policy or under the Individual Special Requirements, Eligible Claim expenses under the Stop Loss Policy will follow the Covered Underlying Plan, up to the proposed Maximum Specific Benefit.
- The Agent is properly licensed and appointed by HM.
- The initial rates are guaranteed for the proposed Policy Term unless otherwise noted.
- There are no more than 15% COBRA participants.

Qualifications

- Any Stop Loss insurance requested and the Proposed Effective Date of that coverage must be approved by HM under Our current rules and practices.
- The premium rates are subject to change should the number of Covered Units change by 10% or more, either in total and/or by single/family mix.
- If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, an updated Summary Plan Document or other acceptable plan description is required within 60 days of the Effective Date, and the premium rates may be subject to re-rating, retro-active to the Effective Date.
- This quote assumes the Covered Underlying Plan will include standard industry provisions and definitions including, but not limited to, eligibility, HIPAA, termination, leave of absence or disability, FMLA, subrogation, transplants and COB; and exclusions for job-related injuries, treatments that are experimental and/or investigational, cosmetic, not medically necessary, war, felonies, charges in excess of usual and customary, and foreign medical care when traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Summary Plan Document is not available within 60 days from the Proposed Effective Date, We reserve the right to issue the policy assuming standard exclusions will apply.
- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health Care Operations." HM will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.
- The rates in this proposal are based on the Disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by HM must be acknowledged before terms of coverage for such individuals are included under HM's Stop Loss Policy.
- Any Stop Loss Policy issued by HM may be rescinded or re-underwritten if any information requested in connection with this proposal was intentionally concealed or misrepresented by or on behalf of the Policyholder and/or the Policyholder's Agent, or if the Policyholder and/or the Policyholder's Agent commits fraud.

Coverage is underwritten by Florida Blue, Jacksonville, FL and is administered by HM Life Insurance Company, Pittsburgh, PA. HM Life Insurance Company is an independent company providing only administrative services.

- As used above: An "Agent" is the prospective Policyholder's representative including, but not limited to, the agent, producer or broker of record, or Claims Administrator. A "Claims Administrator" is a third party administrator (TPA) designated by the Policyholder and approved by Us. Disclosure or Disclosed means to provide Claim Information and any other documentation or data requested by Us including, but not limited to, Census and Demographic Information and the estimated number of Covered Units prior to the beginning of the Policy Term.

**FIRST AMENDMENT TO SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.
FOR
MEDICAL ASO, PHARMACY BENEFIT MANAGEMENT SERVICES,
STOP LOSS, EAP, WELLBEING & CHRONIC CONDITION MANAGEMENT SERVICES**

THIS FIRST AMENDMENT to Contract for Medical ASO, Pharmacy Benefit Management Services, Stop Loss, EAP, Wellbeing and Chronic Condition Management Services (the "Services") is made and entered into this 7th day of April, 2023, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC., d/b/a FLORIDA BLUE**, a Florida profit corporation with its principal offices at 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 (the "Contractor").

WHEREAS, on January 1, 2023, City and Contractor made and entered into City of Jacksonville Contract No. 72033-22 for the Services (the "Contract"); and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by clarifying the amount of rebates to be retained by Contractor, and by increasing the fee to be charged by Contractor per employee per month in the period of service from January 1, 2023, through December 31, 2027, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below, and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. The third paragraph of Section 3.8 of the Administrative Services Agreement, attached to said Contract as Appendix A, is amended by clarifying the amount of rebates to be retained by Contractor, and as amended shall read as follows:

"Florida Blue and HOI may receive a portion of the Rebates on a prepaid, estimated basis before any drug claims are filed and paid. To the extent that Florida Blue and HOI receive prepaid, estimated rebate amounts, Florida Blue and HOI retain, as part of its compensation, the interest earned on such amounts from the time it receives such prepayments until it forwards the Employer's Rebates. This time period is generally nine to twelve months. Florida Blue and HOI expect to earn interest at the rate of 1.25% per annum. Florida Blue will retain rebates up to \$7.00 per employee per month as part of its base administrative fee. All rebated exceeding \$7.00 per employee per month will be passed through to the employer on an annual basis."

3. Subsection A of Section IV of Exhibit B to the Administrative Services Agreement is amended by increasing the fee to be charged by Contractor per employee per month in the period of service from January 1, 2023, through December 31, 2027, and as amended shall read as follows:

“A. Administrative fees during the term of the Agreement:

\$28.90 per employee per month from January 1, 2023, through December 31, 2027. This fee includes \$1.20 per employee per month for Teladoc services. This fee also includes a \$7.00 reduction in fee from Florida Blue and HOI for withholding 100% of pharmacy rebates.”

SAVE AND EXCEPT as expressly amended in and by this instrument the provisions, terms, and conditions of the Administrative Services Agreement shall remain unchanged and shall continue in full force and effect.

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

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

WITNESS:

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

By: Ashley Shilling
Ashley Shilling (Mar 15, 2023 12:30 EDT)

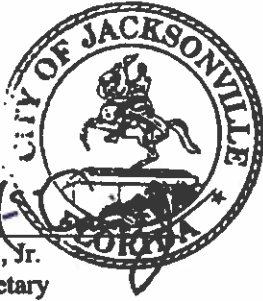
Ashley Shilling
Print/Type Name

By: Rachel Bechtel
Rachel Bechtel (Mar 15, 2023 12:23 EDT)

Rachel Bechtel
Print/Type Name

ATTEST:

By: James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE

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

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

[Signature]
Director of Finance
City Contract No. 72033-22

Form Approved:

By: James R. McCain, Jr.
Office of General Counsel

