SECOND AMENDMENT TO JACKSONVILLE CHILDREN'S COMMISSION CONTRACT FOR CHILDREN'S SERVICES (Criminal Justice Mental Health and Substance Abuse Reinvestment Grant Program)

THIS SECOND AMENDMENT TO JACKSONVILLE CHILDREN'S COMMISSION CONTRACT FOR CHILDREN'S SERVICES is effective as of the 1st day of May, 2016, by and between the JACKSONVILLE CHILDREN'S COMMISSION, an autonomous board within the Executive Branch of the Consolidated Government for and on the behalf of the CITY OF JACKSONVILLE, a municipal corporation in Duval County, State of Florida (the "Commission"), pursuant to Sections 51.104(c) & (j), Ordinance Code and MANAGED ACCESS TO CHILD HEALTH, INC., a non-profit Florida corporation with principal office located at 921 North Jefferson Street, Jacksonville, FL 32209 (the "Provider") for the Criminal Justice Mental Health and Substance Abuse Reinvestment Grant Program.

BACKGROUND FACTS

- A. Commission and Provider entered into that certain Jacksonville Children's Commission Contract for Children's Services (Criminal Justice Mental Health and Substance Abuse Reinvestment Grant Program) dated May 1, 2015, Contract No. 9458-08, as amended by that certain First Amendment to Jacksonville Children's Commission Contract for Children's Services dated December 7, 2015 (the "Agreement"); and
- B. Commission and Provider desire to amend the terms of the Agreement to extend the Agreement for one year which coincides with the third and final year of the Grant Agreement (Contract No. LHZ43) between The Florida Department of Children and Families and the City of Jacksonville; and
- C. The City of Jacksonville's Procurement Division approved the Commission's request for an Administrative Award (AD-0665-14) on May 12, 2016, authorizing the extension of the Agreement.
- **NOW, THEREFORE**, in mutual consideration of the provisions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:
- 1. <u>Background Facts</u>. The Background Facts set forth above are true and correct and incorporated herein by this reference.
- 2. <u>Capitalized Terms</u>. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.
- 3. Amendment to Exhibit B (Scope of Services). Exhibit B of the Agreement is deleted in its entirety and replaced with the revised Exhibit B attached hereto.
- 4. Amendment to Exhibit C (Program Budget). Exhibit C of the Agreement is deleted in its entirety and replaced with the revised Exhibit C attached hereto.

- 5. <u>Amendment to Section 3.1 of the Agreement</u>. Section 3.1 of the Agreement is deleted in its entirety and replaced with the following provisions:
 - The Commission shall pay to the Provider an amount not to 3.1 exceed the total cumulative sum of FIVE HUNDRED EIGHTY TWO THOUSAND SEVEN HUNDRED SIXTY SEVEN AND 00/100 DOLLARS (\$582,767.00) (the "Maximum Indebtedness"), contingent upon the existence of lawfully appropriated funds; provided, however, that the maximum indebtedness for the period from May 1, 2015 through April 30, 2016 shall not exceed \$279,027.00, and the maximum indebtedness for the period from May 1, 2016 through April 30, 2017 shall not exceed \$303,740.00. If funding for this Agreement comes from grant funds from a funding agency not a part of the City of Jacksonville, payment by the Commission is further contingent upon the Commission actually receiving such grant funds and those funds being appropriated by Jacksonville's City Council. If the Commission does not receive the grant funds, the Provider agrees to execute any necessary amendments to this Agreement as required by the Commission to accordingly reduce the Maximum Indebtedness, the Services to be provided, the Approved Program Budget, goals and objectives, and to execute any other documents required by the Commission within ten days of demand thereof.
- 6. <u>Amendment to Section 3.5.4 of the Agreement</u>. Section 3.5.4 of the Agreement is deleted in its entirety.
- 7. <u>Amendment to Section 4.1 of the Agreement</u>. Section 4.1 of the Agreement is deleted in its entirety and replaced with the following provision:
 - 4.1. The term of this Agreement is effective as of May 1, 2015 and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, through April 30, 2017, unless sooner terminated as provided in this Agreement..
- 8. Advance. The Commission, in its sole discretion, may make an advance payment to the Provider up to and not to exceed fifteen percent (15%) of the Maximum Indebtedness for the period from May 1, 2016 through April 30, 2017. Provider may request an advance payment in writing certifying that such advance payment is necessary to commence the Services to be provided by Provider in connection with this Amendment. The Commission shall review and respond within fifteen (15) business days of receiving such written request. Any such advance shall be recouped pursuant to Section 3.5.3 of the Agreement.
- 9. <u>Authority</u>. Provider represents and warrants to Commission that Provider has full right and authority to execute and perform its obligations under this Amendment and the Agreement, and Provider and the person(s) signing this Amendment on Provider's behalf represent and warrant to Commission that such person(s) are duly authorized to execute this Amendment on Provider's behalf without further consent or approval by anyone. Provider shall deliver to Commission promptly upon request all documents reasonably requested by Commission to evidence such authority.

- 10. Ratification of the Agreement. The provisions of the Agreement shall remain in full force and effect except as expressly provided in this Amendment.
- 11. <u>Entire Agreement</u>. This Amendment is the entire agreement of the parties regarding the modifications to the Agreement provided herein, and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.
- 12. <u>Counterpart Execution</u>. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

[remainder of page intentionally left blank]

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

ATTEST:	CITY OF JACKSONVILLE, FLORIDA
DATE: 6/22/16	BY: Jon Heymann, Executive Director/CEO For and on the behalf of the CITY OF JACKSONVILLE, pursuant to Section 51.104(j), Ordinance Code.
ATTEST: BY: January	MANAGED ACCESS TO CHILD HEALTH, INC. BY:
DATE: 6/22/16	Authorized Official (SEAL) Thomas Chiu, MD (Printed Name of Signer) Board Chairman
	Title
certify that there is an unexpended, uner appropriation sufficient to cover the curr	f the Ordinance Code of the City of Jacksonville, I do neumbered and unimpounded balance in the rent year portion of the foregoing Agreement and that at of the monies provided therein to be paid.
FY2016: JCPS192CJR JCP039 \$ 303	740.00,740.00 Director of Finance 9458-08 Amd 2 M
Form Approved: Office of General Counsel	

Exhibit B

Scope of Services

Provider: Managed Access To Child Health
Program: Criminal Justice Reinvestment Grant

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

o Program Design Requirements:

- o This is a three year grant agreement for MATCH to provide oversight and quality improvement for the Centralized Coordination Program (CCP). The CCP shall train entities working with the Target Population in identifying and delivering services that adhere to Systems of Care core values of being family-driven, youth guided and culturally and linguistically responsive; that focus on recovery; increase access to treatment for the Target Population; increase public safety by decreasing arrests among the Target Population; increase the number of youth in the Target Population who are diverted from the juvenile justice system; and improve the crisis intervention skills of law enforcement officers and other first responders using the Crisis Intervention Training (CIT) model.
 - Program Coordinator will convene and coordinate monthly Criminal Justice
 Reinvestment Grant meetings and submit minutes within 5 days of the meeting;
 - Program Coordinator will provide oversight of the Criminal Justice Reinvestment Grant;
 - o Program Coordinator will submit a monthly status report to the Grantee (JCC) by the 15th of the month reporting any barriers or incidents with the CCP;
 - Program Coordinator will review and submit all invoices for reimbursement by the 10th of the month;
 - o Program Coordinator will submit the CJRG State Quarterly Report to the grantee by the required deadline;

o Staffing Requirements:

- MATCH will employ one full-time Program Coordinator to provide necessary oversight for the proper delivery of services;
- o All staff working in the Program shall pass a Level II background screening prior to working in the Program and shall be rescreened by the Provider annually.

o Service Time and Period Requirements

- o Program will operate year round except holiday, weekends and closures for severe weather.
- o Primary operation times will be 8:00a.m. 5:00p.m. Monday-Friday.

Deliverables:

o Program Coordinator will develop a oversight tool for the CCP by May 30th 2016;

- Program Coordinator will provide grantee a monthly status report by the 15th of each month, regarding the CCP with recommendations for improvement to be submitted with reimbursements;
- o Program Coordinator will meet monthly with JCC contract manager to develop any required action plans;
- MATCH Program Coordinator will submit all reimbursements in at the required contract timeframe;
- o MATCH will report to JCC monthly:
 - o Data regarding program goals;
 - o Barriers or issues facing CCP;
- o MATCH will report to JCC quarterly:
 - o Program Goals and Outcomes with the Performance Measures

Exhibit C Program Budget

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Agency - Program:

Managed Access To Child H - Criminal Justice Mental Health & Substance

Abuse Reinv.

Fiscal Year:

16/17 May to April

Contract #:

CSC Program Allocation:

\$607,481

Budget Status:

Submitted

Reviewed By:

rbelcherus

Preliminary Budget?:

No

Salary Accounts

Salary Accou	Title		Original Program Budget	Original CSC Budget	Amended CSC Budget
569.120	Regular Salaries and Wages		50,000.00	50,000.00	50,000.00
569.210	FICA		3,825.00	3,825.00	3,825.00
569.220	Retirement Contributions		4,501.00	4,501.00	4,501.00
569.230	Life and Health Insurance		13,596.00	13,596.00	13,596.00
569.240	Workers Compensation		235.00	235.00	235.00
569.250	Unemployment Compensation		250.00	250.00	250.00
		Salary Totals:	72,407.00	72,407.00	72,407.00

Expense Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
0256	FICA 6.2%	0.00	0.00	0.00
2036	Medicare 1.45%	0.00	0.00	0.00
290.1	Contractual Custodians	0.00	0.00	0.00
290.2	Contractual - SRO	0.00	0.00	0.00
290.3	Contractual - Enrichment Specialists	0.00	0.00	0.00
390.1	Field Trip Transportation	0.00	0.00	0.00
390.2	Recreation Transportation	0.00	0.00	0.00
590	Family Literacy/Enrichment Activities	0.00	0.00	0.00
730	Program Consultants and Contractual	202,757.00	202,757.00	202,757.00
730	Field Trip Entrance Fees	0.00	0.00	0.00
735	Per Diem for Professional Services	0.00	0.00	0.00
735.2	Units of Service	0.00	0.00	0.00
740	Other Consultants and Contractual Legal	0.00	0.00	0.00
741	Other Consultants and Contractual Audit	0.00	0.00	0.00
750	Participant Educational Materials	0.00	0.00	0.00
760	Consumable Program Supplies	0.00	0.00	0.00
770	Assistance to Participants - Rental Assistance	0.00	0.00	0.00
770	Other Program Supplies	0.00	0.00	0.00
771	Assistance to Participants - Emergency Food	0.00	0.00	0.00
771	Student Transportation	0.00	0.00	0.00
771	Snack or Food	0.00	0.00	0.00
771	Local (In County) Staff Development or Training	0.00	0.00	0.00

	Grand Totals:	303,740.00	303,740.00	303,740.00
	Expense Totals:	231,333.00	231,333.00	231,333.00
890	Allocated Management and & General (Indirect) Expenses (Admin.)	27,612.00	27,612.00	27,612.00
885	Wrap Around	0.00	0.00	0.00
880	Other Allowable Costs	0.00	0.00	0.00
875	Local Mileage Reimbursement	99.00	99.00	99.00
870	Outside Printing and Artwork	0.00	0.00	0.00
860	Advertising	0.00	0.00	0.00
850	Membership Fees and Subscriptions	0.00	0.00	0.00
840	Conferences and Staff Development	0.00	0.00	0.00
830	Staff Travel	505.00	505.00	505.00
821	Insurance - Insurance other	0.00	0.00	0.00
820	Insurance - Employee or payroll related	0.00	0.00	0.00
811	Maintenance - Building	0.00	0.00	0.00
810	Maintenance - Equipment	0.00	0.00	0.00
801	Lease/Rent - Building	0.00	0.00	0.00
800	Lease/Rent - Equipment	360.00	360.00	360.00
793	Childcare Scholarships	0.00	0.00	0.00
792	College Scholarships	0.00	0.00	0.00
791	Operating Capital Outlay - Other	0.00	0.00	0.00
790	Operating Capital Outlay - Computers	0.00	0.00	0.00
785	Electronics (Under \$1,000)	0.00	0.00	0.00
783 784	Office Expenses - Copying	0.00	0.00	0.00
782 783	Office Expenses - Postage, Shipping, Delivery Office Expenses - Supplies	0.00	0.00	0.00
781	Office Expenses - Postage, Shipping, Delivery	0.00	0.00	0.00
780	Office Expenses - Telephone Office Expenses - Utilities	0.00	0.00	0.00
772	Background and Drug Screenings Office Expenses - Telephone	0.00	0.00	0.00

^{*} To add a detail level program funder click on any general ledger account.

Program Funders

No Funders have been added to this budget.

Narrative Log

	<u></u>	
Date	User	Narrative

Email Comment:

* Email will only be sent for approvals and rejections unless it was checked in the Approval Chain S

Preliminary Budget? No

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PROGRAM BUDGET REPORT MANAGED ACCESS TO CHILD H CRIMINAL JUSTICE MENTAL HEALTH & SUBSTANCE ABUSE REINV. FISCAL YEAR 16/17 May to April

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
alary and Fr	inge Narrative				
569.120	Regular Salaries and Wages		50,000.00	50,000.00	0.00
		New			
	Other Funders				
	Funding Organization		Amount		
		Tot			
569.210	FICA		3,825.00	3,825.00	0.00
	Other Funders Funding Organization		Amount		
		Tol	:		
569.220	Retirement Contributions		4,501.00	4,501.00	0.00
	Other Funders Funding Organization		Amount		
		То	:		
569.230	Life and Health Insurance		13,596.00	13,596.00	0.00

Agency:

Managed Access To Child H

DB: Jacksonville Page 1 of 4 6/1/2016 4:55:34PM

Account#	Account Name	Narrative		Program Budget	CSC Allocation	Amended CSC
	Other Funders					
	Funding Organization		Amount			
		Total:				
569.240	Workers Compensation			235.00	235.00	0.00
	Other Funders Funding Organization		Amount			
		Total:				
569.250	Unemployment Compensation			250.00	250.00	0.00
	Other Funders Funding Organization		Amount			
		Total:				
		iotai.				
		Salary and Fringe To	otals:	72,407.00	72,407.00	0.00
perating Ex	xpense Budget Narrative			202,757.00	202,757.00	0.00
730	Program Consultants and Contractual			202,737.00	202,707.00	5.00
		New Original Budget Calculation =202757				
	Other Funders Funding Organization		Amount			

		Total:				
800	Lease/Rent - Equipment			360.00	360.00	0.00

New

Agency:

Managed Access To Child H

DB: Jacksonville Page 2 of 4

	Narrative		Program Budget	CSC Allocation	Amended CSC
	Original Budget Calculation =360				
Other Funders		Amount			
Funding Organization		Amount			
	Total:				
Staff Travel	-		505.00	505.00	0.00
	New Original Budget Calculation				
	=505				
Other Funders Funding Organization		Amount			
	Total:				
Allocated Management and & General (Indirect) Expenses (Admin.)			27,612.00	27,612.00	0.00
	New Original Budget Calculation =27612				
Other Funders Funding Organization		Amount			
	Total:				
Local Mileage Reimbursement			99.00	99.00	0.00
	New				
_	Staff Travel Other Funders Funding Organization Allocated Management and & General (Indirect) Expenses (Admin.) Other Funders Funding Organization	Other Funders Funding Organization Total: Staff Travel New Original Budget Calculation =505 Other Funders Funding Organization Total: Allocated Management and & General (Indirect) Expenses (Admin.) New Original Budget Calculation =27612 Other Funders Funding Organization Total:	Other Funders Funding Organization Staff Travel New Original Budget Calculation =505 Other Funders Funding Organization Amount Total: Allocated Management and & General (Indirect) Expenses (Admin.) New Original Budget Calculation =27612 Other Funders Funding Organization Amount New Original Budget Calculation =27612 Amount Total:	Other Funders Amount Total: Staff Travel 505.00 New Original Budget Calculation = 505 Other Funders Amount Funding Organization Amount Allocated Management and & General (Indirect) Expenses (Admin.) 27,812.00 New Original Budget Calculation = 27612 Amount Other Funders Funding Organization Amount Total: 100	Staff Travel St

=99

Agency: Managed Access To Child H

DB: Jacksonville

Amended CSC Program Budget CSC Allocation Account Name Narrative Account # Other Funders **Amount Funding Organization** Total: 0.00 231,333.00 **Operating Expense Total:** 231,333.00 0.00 303,740.00

Other Funders

Funding Organization

Amount

Grand Total:

303,740.00

Audit Trail

JVENIARD is surrogate for Jveniard created document - May 16 2016 11:41AM JVENIARD forwarded document to - kwilkins - May 16 2016 11:49AM kwilkins submitted document to CSC for approval - May 16 2016 11:51AM rbelcher moved document from ruthw to Rbelcher using the Approval Chain Setup function. - Jun 1 2016 4:41PM rbelcher rejected document - sent back to - Jveniard - Jun 1 2016 4:41PM

> Rejected

rbelcherus moved document from Jveniard to rbelcherus using the Approval Chain Setup function. - Jun 1 2016 4:45PM rbelcherus moved document from rbelcherus to Jveniard using the Approval Chain Setup function. - Jun 1 2016 4:48PM rbelcherus moved document from Jveniard to rbelcherus using the Approval Chain Setup function. - Jun 1 2016 4:50PM rbelcherus forwarded document to - rbelcherus - Jun 1 2016 4:51PM rbelcherus submitted document to CSC for approval - Jun 1 2016 4:51PM

Agency:

Managed Access To Child H

DB: Jacksonville