

1 Introduced by Council Member Boylan:  
2  
3

4 **ORDINANCE 2024-162**

5 AN ORDINANCE APPROPRIATING \$1,500,000,  
6 INCLUDING \$500,000 TO WE CARE JACKSONVILLE, INC.  
7 AND \$1,000,000 TO SIX CHARITABLE HEALTHCARE  
8 CLINICS, FROM A DESIGNATED CONTINGENCY ACCOUNT  
9 TO THE SUBSIDIES AND CONTRIBUTIONS TO PRIVATE  
10 ORGANIZATIONS ACCOUNT FOR THE PROVISION OF  
11 HEALTHCARE SERVICES TO UNINSURED RESIDENTS OF  
12 DUVAL COUNTY THROUGH THE JAXCARECONNECT PROGRAM  
13 (THE "PROGRAM"); PROVIDING FOR CARRYOVER TO  
14 FISCAL YEAR 2024-2025; INVOKING THE EXEMPTION IN  
15 SECTION 126.107(G) (EXEMPTIONS), PART 1 (GENERAL  
16 REGULATIONS), CHAPTER 126 (PROCUREMENT CODE),  
17 *ORDINANCE CODE*, TO ALLOW FOR A DIRECT CONTRACT  
18 WITH WE CARE JACKSONVILLE, INC. TO PROVIDE  
19 COMPREHENSIVE FISCAL AGENT SERVICES FOR THE  
20 PROGRAM; APPROVING, AND AUTHORIZING THE MAYOR,  
21 OR HER DESIGNEE, AND CORPORATION SECRETARY TO  
22 EXECUTE AND DELIVER, FOR AND ON BEHALF OF THE  
23 CITY, AN AGREEMENT BETWEEN THE CITY AND WE CARE  
24 JACKSONVILLE, INC. FOR THE PROVISION OF FISCAL  
25 AGENT SERVICES FOR THE PROGRAM; WAIVING SECTION  
26 118.107 (NONPROFITS TO RECEIVE FUNDING THROUGH  
27 A COMPETITIVE EVALUATED AWARD PROCESS), PART 1  
28 (GENERAL PROVISIONS), CHAPTER 118 (CITY GRANTS),  
29 *ORDINANCE CODE*, TO ALLOW FOR A DIRECT CONTRACT  
30 WITH WE CARE JACKSONVILLE, INC.; INVOKING THE  
31 EXEMPTION IN SECTION 126.107(G) (EXEMPTIONS),

1 PART 1 (GENERAL REGULATIONS), CHAPTER 126  
2 (PROCUREMENT CODE), *ORDINANCE CODE*, TO ALLOW FOR  
3 DIRECT CONTRACTS WITH AGAPE COMMUNITY HEALTH  
4 CENTER, INC. ("AGAPE"), WESTJAX OUTREACH, INC.  
5 (D/B/A COMMUNITY HEALTH OUTREACH) ("WESTJAX"),  
6 MUSLIM AMERICAN SOCIAL SERVICES, INC. ("MASS"),  
7 MISSION HOUSE, INC. ("MISSION HOUSE"), I.M.  
8 SULZBACHER CENTER FOR THE HOMELESS, INC.  
9 ("SULZBACHER"), AND VOLUNTEERS IN MEDICINE  
10 JACKSONVILLE, INC. ("VIM"), FOR THE PROVISION OF  
11 HEALTHCARE SERVICES FOR THE PROGRAM; APPROVING,  
12 AND AUTHORIZING THE MAYOR, OR HER DESIGNEE, AND  
13 CORPORATION SECRETARY TO EXECUTE AND DELIVER,  
14 FOR AND ON BEHALF OF THE CITY, AGREEMENTS  
15 BETWEEN THE CITY OF JACKSONVILLE AND AGAPE,  
16 WESTJAX, MASS, MISSION HOUSE, SULZBACHER, AND  
17 VIM FOR THE PROGRAM; WAIVING SECTION 118.107  
18 (NONPROFITS TO RECEIVE FUNDING THROUGH A  
19 COMPETITIVE EVALUATED AWARD PROCESS), PART 1  
20 (GENERAL PROVISIONS), CHAPTER 118 (CITY GRANTS),  
21 *ORDINANCE CODE*, TO ALLOW FOR DIRECT CONTRACTS  
22 WITH AGAPE, WESTJAX, MASS, MISSION HOUSE,  
23 SULZBACHER, AND VIM FOR THE PROGRAM; PROVIDING  
24 FOR OVERSIGHT BY THE GRANTS AND CONTRACTS  
25 COMPLIANCE DIVISION OF THE FINANCE AND  
26 ADMINISTRATION DEPARTMENT; REQUESTING ONE CYCLE  
27 EMERGENCY PASSAGE; PROVIDING AN EFFECTIVE DATE.

28  
29 **BE IT ORDAINED** by the Council of the City of Jacksonville:

30 **Section 1. Appropriation.** For the 2023-2024 fiscal year,  
31 within the City's budget, there is hereby appropriated the indicated

1 sum(s) from the account(s) listed in subsection (a) to the account(s)  
2 listed in subsection (b):

3 (The account information is attached hereto as **Exhibit 1** and  
4 incorporated herein by this reference)

5 (a) Appropriated from:

6 See **Exhibit 1** \$1,500,000

7 (b) Appropriated to:

8 See **Exhibit 1** \$1,500,000

9 (c) Explanation of Appropriation:

10 The funding above is an appropriation of \$1,500,000 from a  
11 Designated Contingency account to the Subsidies and  
12 Contributions to Private Organizations account to provide  
13 funding for the JaxCareConnect Program (the "Program"),  
14 including \$500,000 to We Care Jacksonville, Inc. ("We Care  
15 Jax") for the provision of fiscal agent services for the  
16 Program, and \$1,000,000 to be split amongst six charitable  
17 healthcare clinics for the provision of healthcare services  
18 to uninsured and under-resourced residents of Duval County  
19 through the Program to include Agape Community Health  
20 Center, Inc. ("Agape"), WestJax Outreach, Inc. (d/b/a  
21 Community Health Outreach) ("WestJax"), Muslim American  
22 Social Services, Inc. ("MASS"), Mission House, Inc.  
23 ("Mission House"), I.M. Sulzbacher Center for the Homeless,  
24 Inc. ("Sulzbacher") and Volunteers in Medicine  
25 Jacksonville, Inc. ("VIM").

26 **Section 2. Purpose.** The purpose of the appropriation in  
27 Section 1 is to provide funding from the City of Jacksonville to We  
28 Care Jax and six charitable healthcare clinics for the JaxCareConnect  
29 Program. The Program provides coordinated services by We Care Jax  
30 and the six healthcare clinics to provide uninsured and  
31 under-resourced residents of Duval County access to primary health

1 care, including preventative care, disease management and urgent  
2 care. The goal is to provide this healthcare in an effort to alleviate  
3 the need for those individuals served by the Program to seek emergency  
4 care through the hospital system. The Program will also strive to  
5 connect any person eligible for affordable health insurance with a  
6 suitable entity.

7 **Section 3. Carryover.** The funds appropriated herein shall  
8 not lapse but shall carryover to fiscal year 2024-2025.

9 **Section 4. Invoking the Exemption in Section 126.107(g),**  
10 **Ordinance Code, to Direct Contract with We Care Jacksonville, Inc.**

11 The City is hereby authorized to directly procure the professional  
12 services of We Care Jacksonville, Inc. to serve as the comprehensive  
13 fiscal agent for the Program. Pursuant to Section 126.107(g)  
14 (Exemptions), Part 1 (General Regulations), Chapter 126 (Procurement  
15 Code), *Ordinance Code*, such procurement is exempted from competitive  
16 solicitation because the supplies or services are to be provided by  
17 those specifically prescribed within authorizing legislation that  
18 appropriates the same. With the exception of the foregoing, all other  
19 provisions of Chapter 126, *Ordinance Code*, shall remain in full force  
20 and effect.

21 **Section 5. Approval and Authorization to Execute an**  
22 **Agreement with We Care Jacksonville, Inc.** There is hereby approved,  
23 and the Mayor, or her designee, and the Corporation Secretary are  
24 hereby authorized to execute and deliver on behalf of the City an  
25 agreement with We Care Jacksonville, Inc. in an amount not-to-exceed  
26 \$500,000, subject to the scope of services and budget more  
27 particularly described in **Exhibit 2**, attached hereto and incorporated  
28 herein by this reference, for a term commencing on March 1, 2024  
29 through February 28, 2025, and all other contracts and documents,  
30 including extensions, renewals and amendments to the agreement, and  
31 to otherwise take all action necessary to effectuate the intent of

1 this Ordinance, subject to appropriate legal review and approval by  
2 the General Counsel, or his or her designee, and the City's Risk  
3 Management Division for appropriate insurance and indemnification  
4 requirements in accordance with Section 128.601, *Ordinance Code*.

5 **Section 6. Waiver of Section 118.107, *Ordinance Code*, to**  
6 **Allow for Direct Contract with We Care Jacksonville, Inc.** The  
7 provisions of Section 118.107 (Nonprofits to receive funding through  
8 a competitive evaluated award process), Part 1 (General Provisions),  
9 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow  
10 for a direct contract with We Care Jacksonville, Inc. This waiver  
11 is justified because We Care Jax has successfully served as the  
12 comprehensive fiscal agent for the Program since 2021 and is prepared  
13 to continue serving in this capacity.

14 **Section 7. Invoking the Exemption in Section 126.107(g),**  
15 ***Ordinance Code*, to Direct Contract with Six Healthcare Clinics.** The  
16 City is hereby authorized to directly procure the professional  
17 services of Agape Community Health Center, Inc., WestJax Outreach,  
18 Inc. (d/b/a Community Health Outreach), Muslim American Social  
19 Services, Inc., Mission House, Inc., I.M. Sulzbacher Center for the  
20 Homeless, Inc. and Volunteers in Medicine Jacksonville, Inc., for the  
21 provision of healthcare services for the Program. Pursuant to Section  
22 126.107(g) (Exemptions), Part 1 (General Regulations), Chapter 126  
23 (Procurement Code), *Ordinance Code*, such procurement is exempted from  
24 competitive solicitation because the supplies or services are to be  
25 provided by those specifically prescribed within authorizing  
26 legislation that appropriates the same. With the exception of the  
27 foregoing, all other provisions of Chapter 126, *Ordinance Code*, shall  
28 remain in full force and effect.

29 **Section 8. Approval and Authorization to Execute Agreements**  
30 **with Six Healthcare Clinics.** There is hereby approved, and the Mayor,  
31 or her designee, and the Corporation Secretary are hereby authorized

1 to execute and deliver on behalf of the City, agreements with the  
2 following entities for the specified not-to-exceed amounts: (1) Agape  
3 Community Health Center, Inc. (\$166,666.67), (2) WestJax Outreach,  
4 Inc. (d/b/a Community Health Outreach) (\$166,666.67), Muslim American  
5 Social Services, Inc. (\$166,666.67), Mission House, Inc.  
6 (\$166,666.66), I.M. Sulzbacher Center for the Homeless, Inc.  
7 (\$166,666.66), and Volunteers in Medicine Jacksonville, Inc.  
8 (\$166,666.67), subject to the Term Sheets and budgets for the  
9 respective clinics placed **On File** with the Legislative Services  
10 Division and incorporated herein by this reference, for a term  
11 commencing on March 1, 2024 through February 28, 2025, and all other  
12 contracts and documents, including extensions, renewals and  
13 amendments to the agreements, and to otherwise take all action  
14 necessary to effectuate the intent of this Ordinance, subject to  
15 appropriate legal review and approval by the General Counsel, or his  
16 or her designee, and the City's Risk Management Division for  
17 appropriate insurance and indemnification requirements in accordance  
18 with Section 128.601, *Ordinance Code*.

19 **Section 9. Waiver of Section 118.107, Ordinance Code, to**  
20 **Allow for Direct Contracts with Six Healthcare Clinics.** The  
21 provisions of Section 118.107 (Nonprofits to receive funding through  
22 a competitive evaluated award process), Part 1 (General Provisions),  
23 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow  
24 for direct contracts with Agape, WestJax, MASS, Mission House,  
25 Sulzbacher and VIM. This waiver is justified because each of these  
26 charitable healthcare clinics have provided quality healthcare to  
27 uninsured residents of Duval County for a number of years. In  
28 addition, these clinics have provided coordinated healthcare services  
29 as part of the JaxCareConnect Program since 2021 and have indicated  
30 their ability and desire to continue taking part in the Program.

31 **Section 10. Oversight Department.** The Grants and

1 Contract Compliance Division of the Finance and Administration  
2 Department shall oversee the project described herein.

3       **Section 11. Requesting One Cycle Emergency Passage Pursuant**  
4 **to Council Rule 4.901 Emergency.** One cycle emergency passage of this  
5 legislation is requested. The nature of the emergency is that there  
6 is a significant and immediate need to provide improved access to  
7 high-quality, comprehensive healthcare to those who are uninsured or  
8 under-resourced. Emergency passage of this legislation will allow the  
9 City funds to be distributed more quickly, to continue supporting the  
10 important services the recipients provide.

11       **Section 12. Effective Date.** This Ordinance shall become  
12 effective upon signature by the Mayor or upon becoming effective  
13 without the Mayor's signature.

14  
15 Form Approved:

16  
17           /s/ Mary E. Staffopoulos          

18 Office of General Counsel

19 Legislation Prepared By: Mary E. Staffopoulos

20 GC-#1604024-v3-JaxCareConnect\_Approp\_(Boylan).docx