

1 Introduced by Council Member Boylan and Co-Sponsored by Council  
2 Member Salem:

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5 **ORDINANCE 2021-22**

6 AN ORDINANCE APPROPRIATING \$200,000 FROM THE  
7 SOCIAL JUSTICE AND COMMUNITY INVESTMENT  
8 SPECIAL COMMITTEE CONTINGENCY FOR THE  
9 JAXCARECONNECT PROGRAM (\$80,000 TO WE CARE  
10 JACKSONVILLE, INC. AND \$120,000 TO SIX CLINICS  
11 (\$20,000 TO EACH CLINIC)); APPROVING, AND  
12 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND  
13 CORPORATION SECRETARY TO EXECUTE AND DELIVER,  
14 AN AGREEMENT BETWEEN THE CITY OF JACKSONVILLE  
15 AND WE CARE JACKSONVILLE, INC.; INVOKING THE  
16 EXCEPTION IN SECTION 126.107(G), *ORDINANCE*  
17 *CODE*, TO ALLOW DIRECT CONTRACT WITH WE CARE  
18 JACKSONVILLE, INC. TO PROVIDE THE SERVICES FOR  
19 JAXCARECONNECT; APPROVING, AND AUTHORIZING THE  
20 MAYOR, OR HIS DESIGNEE, AND CORPORATION  
21 SECRETARY TO EXECUTE AND DELIVER, AGREEMENTS  
22 BETWEEN THE CITY OF JACKSONVILLE AND AGAPE  
23 COMMUNITY HEALTH CENTER, INC., WESTJAX  
24 OUTREACH DBA COMMUNITY HEALTH OUTREACH, MUSLIM  
25 AMERICAN SOCIAL SERVICES (MASS), MISSION  
26 HOUSE, I.M. SULZBACHER CENTER FOR THE  
27 HOMELESS, INC. AND VOLUNTEERS IN MEDICINE;  
28 INVOKING THE EXCEPTION IN SECTION 126.107(G),  
29 *ORDINANCE CODE*, TO ALLOW DIRECT CONTRACT WITH  
30 THE SIX CLINICS; PROVIDING FOR OVERSIGHT BY  
31 THE OFFICE OF GRANTS AND CONTRACT COMPLIANCE;

1 PROVIDING AN EFFECTIVE DATE.

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3 **BE IT ORDAINED** by the Council of the City of Jacksonville:

4 **Section 1. Appropriation.** For the 2020-2021 fiscal year,  
5 within the City's budget, there are hereby appropriated the  
6 indicated sum(s) from the account(s) listed in subsection (a) to  
7 the account(s) listed in subsection (b):

8 (The account information is attached hereto as **Exhibit 1**, and  
9 incorporated herein by this reference)

10 (a) Appropriated from:

11 See attached **Exhibit 1** \$200,000

12 (b) Appropriated to:

13 See attached **Exhibit 1** \$200,000

14 (c) **Explanation of Appropriation** - The funding above is being  
15 appropriated from the Social Justice and Community  
16 Investment Special Committee Contingency and to be  
17 utilized by We Care Jacksonville, Inc. for the  
18 JaxCareConnect program.

19 **Section 2. Purpose.** The purpose of the appropriation in  
20 Section 1 is to provide funding for JaxCareConnect, as more fully  
21 described in **Exhibit 2** attached hereto. The JaxCareConnect program  
22 will provide funding to enhance the interoperability in  
23 collaborative member Electronic Health Records System (\$30,000);  
24 add a third Patient Health Advocate in Year 1, including salary,  
25 benefits and equipment (\$50,000); and, support capacity building at  
26 each of the six clinic sites to optimize clinic workflows, offer  
27 training, and add staffing hours (\$20,000 per clinic for a total of  
28 \$120,000).

29 **Section 3. Agreement approved and execution authorized.**

30 There is hereby approved, and the Mayor, or his designee, and  
31 Corporation Secretary are hereby authorized to execute and deliver,

1 the Funding Agreement between the City of Jacksonville and We Care  
2 Jacksonville, Inc., in substantially the form as attached hereto as  
3 **On File**, and incorporated herein by this reference (the  
4 "Agreement"). The Agreement may include such additions, deletions  
5 and changes as may be reasonable, necessary and incidental for  
6 carrying out the purposes thereof, as may be acceptable to the  
7 Mayor, or his designee, with such inclusion and acceptance being  
8 evidenced by execution of the Agreement by the Mayor, or his  
9 designee; provided however, no modification to the Agreement may  
10 increase the financial obligations or liability of the City to an  
11 amount in excess of the amount stated in the Agreement or decrease  
12 the duties and obligations of the We Care Jacksonville, Inc. as  
13 stated in the Agreement, and any such modification shall be  
14 technical only and shall be subject to appropriate legal review and  
15 approval by the Office of General Counsel. For the purposes of this  
16 Ordinance, the term "technical changes" is defined as those changes  
17 having no financial impact to the City and any other non-  
18 substantive changes that do not substantively increase the duties  
19 and responsibilities of the City under the provisions of the  
20 Agreement.

21 **Section 4. Invoking the exception to Section 126.107(g),**  
22 **Ordinance Code.** The City is hereby authorized to procure the use of  
23 the professional services of We Care Jacksonville, Inc., to provide  
24 services for the JaxCareConnect program. Pursuant to Section  
25 126.107(g) (Exemptions), Part 1 (General Regulations), Chapter 126  
26 (Procurement Code), *Ordinance Code*, such procurement is exempted  
27 from competitive solicitation because the supplies or services are  
28 to be provided by those specifically prescribed within authorizing  
29 legislation that appropriates the same. With the exception of the  
30 foregoing, all other provisions of Chapter 126, *Ordinance Code*,  
31 shall remain in full force and effect.

1           **Section 5.       Agreements approved and execution authorized.**

2   There is hereby approved, and the Mayor, or his designee, and  
3   Corporation Secretary are hereby authorized to execute and deliver,  
4   the Service Agreement between the City of Jacksonville and six  
5   clinics (Agape Community Health Center, Inc., WestJax Outreach dba  
6   Community Health Outreach, Muslim American Social Services (MASS),  
7   Mission House, I.M. Sulzbacher Center for the Homeless, Inc., and  
8   Volunteers in Medicine), in substantially the form as **On File** with  
9   the Legislative Services Division, and incorporated herein by this  
10  reference (the "Agreement") to provide services for the  
11  JaxCareConnect program. The Agreements may include such additions,  
12  deletions and changes as may be reasonable, necessary and  
13  incidental for carrying out the purposes thereof, as may be  
14  acceptable to the Mayor, or his designee, with such inclusion and  
15  acceptance being evidenced by execution of the Agreements by the  
16  Mayor, or his designee; provided however, no modification to the  
17  Agreements may increase the financial obligations or liability of  
18  the City to an amount in excess of the amount stated in the  
19  Agreements or decrease the duties and obligations of the six  
20  clinics as stated in the Agreements, and any such modification  
21  shall be technical only and shall be subject to appropriate legal  
22  review and approval by the Office of General Counsel. For the  
23  purposes of this Ordinance, the term "technical changes" is defined  
24  as those changes having no financial impact to the City and any  
25  other non-substantive changes that do not substantively increase  
26  the duties and responsibilities of the City under the provisions of  
27  the Agreement.

28           **Section 6.       Invoking the exception to Section 126.107(g),**  
29 **Ordinance Code.** The City is hereby authorized to procure the use of  
30  the professional services of six clinics (Agape Community Health  
31  Center, Inc., WestJax Outreach dba Community Health Outreach,

1 Muslim American Social Services (MASS), Mission House, I.M.  
2 Sulzbacher Center for the Homeless, Inc., and Volunteers in  
3 Medicine) to provide services for the JaxCareConnect program.  
4 Pursuant to Section 126.107(g) (Exemptions), Part 1 (General  
5 Regulations), Chapter 126 (Procurement Code), *Ordinance Code*, such  
6 procurement is exempted from competitive solicitation because the  
7 supplies or services are to be provided by those specifically  
8 prescribed within authorizing legislation that appropriates the  
9 same. With the exception of the foregoing, all other provisions of  
10 Chapter 126, *Ordinance Code*, shall remain in full force and effect.

11 **Section 7. Oversight.** The Mayor is requested to appoint  
12 the Office of Grants and Contract Compliance to oversee the project  
13 in Section 2 above and to ensure compliance with all other  
14 appropriate laws.

15 **Section 8. Effective Date.** This Ordinance shall become  
16 effective upon signature by the Mayor or upon becoming effective  
17 without the Mayor's signature.

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19 Form Approved:

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21 /s/ Margaret M. Sidman

22 Office of General Counsel

23 Legislation prepared by: Margaret M. Sidman

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