

**SERVICES CONTRACT
BETWEEN
KIDS HOPE ALLIANCE
AND
FOURTH JUDICIAL CIRCUIT COURTS OF FLORIDA**

This Services Contract (this “**Contract**”) is effective as of the ___ day of _____, 2020 (the “**Effective Date**”), by and between the **KIDS HOPE ALLIANCE**, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (“**KHA**”), and the **FOURTH JUDICIAL CIRCUIT COURTS OF FLORIDA** (the “**Contractor**”).

RECITALS

WHEREAS, in Ordinance 2020-____-E, the Jacksonville City Council appropriated \$140,000.00 to KHA to provide funding for additional Case Managers for the Teen Court program described in Exhibit A to this Contract and authorized KHA to contract directly with Contractor; and

WHEREAS, Contractor has agreed to provide the services on the terms and conditions contained in this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained in this Contract, the parties agree as follows:

1. **Engagement and Performance of Services.** Contractor shall perform the Services in accordance with all of terms and conditions of this Contract, including, but not limited to the Scope of Services attached to this Contract as **Exhibit A** (the “**Services**”).

2. **Compensation.** KHA shall reimburse Contractor monthly for expenses incurred by Contractor during the prior month in accordance with the Budget attached to this Contract as **Exhibit B** and the other terms and conditions of this Contract. KHA shall provide Contractor with an advance of 25% of the maximum indebtedness under this Contract within 45 days of the Effective Date. This advance shall be recouped in accordance with KHA’s advance payments policy, a copy of which has been provided to Contractor.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, KHA’s maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed **One Hundred Forty Thousand and No/100 Dollars (\$140,000.00)**. All payments to Contractor under this Contract are contingent upon the existence of lawfully appropriated funds.

4. **Term.** The term of this Contract shall commence on the Effective Date and shall continue for a period of one year (the “**Term**”), unless sooner terminated by either party in accordance with the terms of this Contract.

5. **Exhibits.** This Contract includes the following Exhibits which are hereby

incorporated herein:

- Exhibit A – Program Summary
- Exhibit B – Program Budget
- Exhibit C – General Terms and Conditions
- Exhibit D – Program Outcomes and Deliverables
- Exhibit E – Indemnification
- Exhibit F – Insurance Requirements

6. **Notices.** All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other method of delivery with confirmation of 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, Florida 32202
Attn: Corporation Secretary

As to Contractor:

Fourth Judicial Circuit Courts of Florida
501 West Adams Street
Jacksonville, Florida 32202
Attention: Chief Judge Mark H. Mahon

All notices shall be deemed to be effective when given to (or tender to and rejection by) the intended recipient or other person at the address specified for the intended recipient.

7. **Contract Managers.** KHA and Contractor will each designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee performance of KHA's and Contractor's respective duties and obligations under this Agreement. As of the Effective Date, KHA's Contract Manager is _____, 1095 A. Philip Randolph Boulevard, Jacksonville, Florida 32206; Phone # (904) 255-4427, and Contractor's Contract Manager is Stacy Peterson, 501 West Adams Street, Jacksonville, Florida 32202; Phone # 904-255-1032. 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.

8. **Entire Agreement.** This Contract constitutes the entire agreement between KHA and Contractor for the Services. No statement, representation, writing, understanding, agreement or course of conduct made by either party or any representative of either party, which is not expressed in this Contract shall be binding. Contractor may not unilaterally modify the terms of

this Contract by including such terms on a purchase order, invoice or any other document. Contractor is entering into this Contract for its own purposes and not for the benefit of any third party.

9. Amendments. All changes to, additions to, modifications of, or amendments 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.

10. Counterparts. This Contract, and all amendments hereto, 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.

[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

By: _____
Michael Weinstein, CEO

FOURTH JUDICIAL CIRCUIT COURTS OF FLORIDA

Witness

By: _____
Joseph G. Stelma, Jr.
Trial Court Administrator

Form Approved:

By: _____
Office of General Counsel

Encumbrance and funding information for internal City use:

Account or PO Number:

Amount..... **\$140,000.00**

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
Contract #

GC-#1402218-v4A-Fourth_Judicial_Circuit_Court_Contract_for_Teen_Court_Case_Managers.docx

EXHIBIT A PROGRAM SUMMARY

Teen Court provides sanctions and clinical services to provide accountability and resources to young people up to the age of 18 who have been issued a civil citation for a misdemeanor offense in lieu of being arrested. From 2016 to 2019, referrals increased from 351 to 696 youth referred, a 68% increase in the number of referrals received by Teen Court. However, there has not been an increase in funding to provide additional case managers to oversee the cases. Based upon current trends, there will be an annual estimated increase in referrals of 35 youth. The \$140,000 being requested will fund two full-time case managers and one part-time case manager. Any remaining funds will be used to purchase sessions of specialized counseling modalities.

Case Managers are a critical component of the Teen Court Program. The primary function of the position is to provide oversight to the youth in the program. The Case Managers are the first line of contact with the youth and families and serve as a continuous source of guidance, support, encouragement and structure as the families proceed through the program. In addition to other duties, the Case Managers are responsible for conducting intake and assessment, formulating contracts, providing clinical referrals, maintaining weekly contact with youth and families, working with families and youth to overcome obstacles and maintaining all youth documentation. Specifically:

- Additional Case Managers will allow the program to operate at a higher capacity. Based on the current trends, anticipated referrals will increase by approximately 35 youths this year.
- Existing Case Managers will have reduced caseloads of youths and be able to provide more intensive case management allowing them to have more frequent interactions with the youth and better oversight. This will directly impact positive outcomes for the youth. Currently, each Case Manager has approximately 63 youth to oversee. The additional positions will allow Case Managers to maintain a caseload of approximately 40 youths each. Currently the U.S. Children's Bureau and the National Council on Crime and Delinquency endorse a 35 case standard.
- Additional funding for counseling services will allow the program to expand the use of Family Coaching services and Psychosexual Counseling. Both of these modalities are expensive and specialized to address the needs of some of the most high risk youth in the program.
- Cost savings estimates of issuing a civil citation rather than an arrest range from \$1,467 on the low end to \$4,614 per pre-arrest diversion.

According to a study conducted by the Caruther's Institute in 2018, high utilization of civil citations in Duval County drastically reduced racial disparity in the arrests of black youth. The current program demographics of Duval County Teen Court are: 66% black, 27% white, 7% other race and 57% male, 43% female.

**EXHIBIT B
PROGRAM BUDGET
(Immediately Following)**

Proposing Contractor: Duval County Teen Court

Categories and Line Items	Total Cost of Program	KHA Funding	Budget Narrative
A. Program Consultants and Contractual			
Full Time Contract Case Manager	\$52,000.00	\$52,000.00	Full Time Case Managers are to be paid \$25/hour for 40 hours/week up to 52 year with no paid benefits. Part Time Case Manager is to be paid \$25/hour for
Full Time Contract Case Manager	\$52,000.00	\$52,000.00	
Part Time Contract Case Manager	\$26,000.00	\$26,000.00	20 hours/week up to 52 weeks per year with no paid benefits.
Subtotal Program Consultants & Contractual	\$130,000.00	\$130,000.00	
B. Other Consultants and Contractual			
MARISEL Family Coaching	\$7,875.00	\$7,875.00	45 additional hours of Family Coaching per year at \$175/hour additional funding for specialized psychosexual counseling as needed
Chemical Dependency Counseling Inc	\$2,125.00	\$2,125.00	
Subtotal Other Consultants and Contractual	\$10,000.00	\$10,000.00	
DIRECT EXPENSES TOTAL	\$140,000.00	\$140,000.00	

EXHIBIT C
GENERAL TERMS AND CONDITIONS

C1. Provision of Services.

If any services, functions or responsibilities are not specifically described in Exhibit A or elsewhere in the Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

C2. Relationship of the Parties.

In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of KHA. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

C3. KHA's Right to Make Changes.

KHA may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. KHA will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. KHA and Contractor will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

C4. Service Warranties.

Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with KHA for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by KHA shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Services that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Services in a manner or for any purpose other than those contemplated in the Contract. **EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING**

**MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
CONTRACTOR'S WARRANTIES EXTEND SOLELY TO KHA.**

C5. KHA Will Assist Contractor.

At Contractor's request, KHA will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. KHA will also designate a Contract Manager who will, on behalf of KHA, work with Contractor and administer the Contract in accordance with its terms.

C6. Intentionally Omitted

C7. Use of Subcontractors; Flow-Down Provisions.

Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

C8. Meetings and Reports.

Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by KHA and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as KHA reasonably requests.

C9. Intellectual Property.

(a) Contractor grants to KHA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to KHA) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for KHA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior

to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service Contractor. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should KHA, or any third party obtaining such Work through KHA, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at KHA's and such third party's sole risk.

C10. Intentionally Omitted.

C11. Limitation of Warranty for KHA-Furnished Software.

In lieu of any other warranty expressed or implied herein, KHA warrants that any programming aids and software packages supplied for Contractor use as KHA-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by KHA from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should KHA furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify KHA and supply documentation regarding any defects and their effect on progress on the Contract. KHA will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by KHA-furnished property in accordance with the procedures provided for in Section C3 above (KHA's Right to Make Changes).

C12. Loss of Data.

If any KHA data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by KHA. This remedy shall be in addition to any other remedy KHA may be entitled to by law or the Contract.

C13. Purchase Orders.

If the Contract requires a Service to be ordered by KHA via purchase order, Contractor shall not deliver or furnish the Service until a KHA transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by KHA directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to KHA.

C14. Invoicing and Payment.

(a) Unless otherwise specified in the Contract, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. KHA may require any other information from Contractor that KHA deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. KHA does not pay service charges, interest or late fees unless required by law.

(b) To the extent Contractor's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

(c) KHA's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

C15. Taxes.

KHA is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to KHA.

C16. Right of Setoff.

KHA may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by KHA (or any other local government entity or authority located in Duval County, Florida) against Contractor.

C17. Retention of Records / Audits.

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to KHA. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must

allow persons duly authorized by KHA (including KHA's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge KHA for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and KHA shall be permitted to bring its photocopying equipment if KHA so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by KHA, and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit KHA to interview any of Contractor's employees, subcontractors and subcontractor employees to assure KHA of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or KHA is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge KHA for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of KHA, deficient, KHA will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to KHA, said corrective plan within ten (10) business days of receiving KHA's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after KHA's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse KHA for the reasonable costs of investigation incurred by KHA for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

C18. Indemnification.

Contractor shall comply with the indemnification requirements set forth in Exhibit E to this Contract.

C19. Insurance.

Without limiting its liability under this Contract, Contractor shall at all times during the

term of this Contract comply with the insurance requirements set forth in Exhibit F to this Contract.

C20. KHA's Right to Suspend Work.

KHA may in its sole discretion suspend any or all activities under this Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, KHA shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate this Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

C21. KHA's Right to Terminate for Convenience.

KHA reserves the right to terminate this Contract at any time and for any reason by giving written notice to Contractor. If this Contract is terminated for convenience as provided herein, KHA will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to KHA after the termination of this Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate this Contract for convenience; it being understood that KHA's payment for Services forms the consideration for Contractor not having this right. In the event of KHA's termination of this Contract, KHA (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section C.24 below.

C22. KHA's Remedies Upon Contractor Default.

Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in this Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of this Contract, (3) Contractor fails to honor any other material term of this Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. KHA may extend the 10-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector.

Upon an “Event of Default” on the part of Contractor, KHA will be entitled to terminate this Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to KHA under this Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

C23. Contractor Remedies Upon KHA Default.

KHA shall be in default if KHA fails to honor any material term of this Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of KHA’s default, Contractor will be entitled to terminate this Contract and pursue such other remedies available at law or equity as it deems appropriate. **Except as expressly provided elsewhere in this Contract, Contractor will not be entitled to recover any lost profits or consequential damages.** The rights and remedies available to Contractor under this Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

C24. Transition Services.

At any time prior to the date this Contract expires or terminates for any reason (the “Termination Date”), KHA may direct Contractor to provide reasonable transition assistance services (“Transition Assistance”). Contractor shall provide such Transition Assistance until such time as KHA notifies Contractor that KHA no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service Contractor (either KHA itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by KHA, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to KHA. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if KHA terminates this Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to KHA, and (ii) KHA will be entitled

to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if KHA does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of this Contract.

C25. Force Majeure, Notice of Delay, and No Damages for Delay.

Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify KHA in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, KHA will give Contractor a reasonable extension of time to perform; provided, however, that KHA may elect to terminate this Contract in whole or in part if KHA determines, in its sole judgment, that such a delay will significantly impair the value of this Contract to KHA. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against KHA. Contractor shall not be entitled to an increase in this Contract price or payment of any kind from KHA for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

C26. No Waiver.

The delay or failure by a party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, KHA's payment for the Services shall not release Contractor of its obligations under this Contract and shall not be deemed a waiver of KHA's right to insist upon strict performance hereof.

C27. Qualification of Contractor Employees, Subcontractors, and Agents.

All Contractor employees, subcontractors and agents performing work under this Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under this Contract must comply with all reasonable administrative requirements of KHA and with all controlling laws and regulations relevant to the services they are providing under this Contract. KHA may conduct, and Contractor shall cooperate in, a security background screening or other assessment of any employee, subcontractor or agent furnished by Contractor. KHA may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of KHA. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than KHA.

As a condition to providing services to KHA, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of this Contract. Proof of enrollment and participation will be made available to KHA upon request.

C28. Security Procedures.

Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and KHA in performance of this Contract. KHA agrees that any security procedures imposed by KHA specifically for this Contract will be reasonable and will not impose any unreasonable costs or hardships.

C29. Restrictions on the Use or Disclosure of KHA's Information.

Subject to the terms of Chapter 119, Florida Statutes and Florida Rules of Judicial Administration, under Rule 2.420, *Public Access to and Protection of Judicial Branch Records*, Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of KHA. At KHA's request, all information furnished by KHA will be returned to KHA upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on KHA's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive this Contract.

C30. Protection of Contractor's Trade Secrets and Other Confidential Information.

All documents received by KHA in connection with this Contract are subject to Chapter 119, Florida Statutes and Florida Rules of Judicial Administration, under Rule 2.420, *Public Access to and Protection of Judicial Branch Records* (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to KHA. KHA agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, KHA may release the requested information. Such

release shall be deemed for purposes of this Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

C31. Assignment.

Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Contract. Contractor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under this Contract without the prior written consent of KHA. In the event of any assignment, Contractor shall remain liable for performance of this Contract unless KHA expressly waives such liability. KHA may assign this Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of KHA.

C32. Notice and Approval of Changes in Ownership.

Because the award of this Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require KHA's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of this Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

C33. Assignment of Antitrust Claims.

Contractor and KHA recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by KHA. Therefore, Contractor hereby assigns to KHA any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with this Contract.

C34. Equal Employment Opportunity.

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to KHA.

C35. Other Non-Discrimination Provisions.

As required by Section 126.404, Jacksonville Ordinance Code, Contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations KHA, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of this Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to this Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

C36. Prompt Payment to Subcontractors and Suppliers.

The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Section C.36 shall not apply:

(a) *Generally.* When Contractor receives payment from KHA for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from KHA. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to KHA and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to KHA and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from KHA. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by KHA under this Contract within seven (7) business days after Contractor's receipt of payment from KHA (less

proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to KHA, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's or MBE's from all prior payments Contractor has received from KHA. Contractor shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's or MBE's, which payment has been made by KHA to Contractor, Contractor shall return said payment to KHA. Contractor shall provide notice to KHA and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to KHA and said JSEB's or MBE's within five (5) calendar days after Contractor's receipt of payment from KHA. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of this Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by KHA, not as a penalty, but as liquidated damages to compensate for the additional contract administration by KHA.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between KHA and any subcontractor, supplier, JSEB or MBE or any third party or create any KHA liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to KHA. As a result of said breach, KHA, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126 of the Jacksonville Ordinance Code for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or MBE's, whichever is greater.

C37. Conflicts of Interest.

Contractor acknowledges that Section 126.110 of the Jacksonville Ordinance 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, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

C38. Intentionally Omitted.

C39. Truth in Negotiation Certificate.

The execution of this Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current

at the time of contracting. Further Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

C40. Compliance with Applicable Laws.

Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

Contractor has all necessary licenses and permits necessary to operate the Program(s) and, upon request from KHA, shall provide KHA with evidence of such licenses and permits.

C41. Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between KHA and Contractor, and KHA shall not be a party to such transactions.

C42. Warranty of Ability to Perform.

Contractor warrants that (i) it is ready, willing and able to perform its obligations under this Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify KHA in writing if its ability to perform is compromised in any manner during the term of this Contract.

C43. Warranty of Authority to Sign Contract.

Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to this Contract.

C44. Governing State Law/Severability/Venue/Waiver of Jury Trial.

The rights, obligations and remedies of the parties as specified under this Contract shall be

interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under this Contract.

C45. Construction.

Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in this Contract. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

C46. Public Records.

In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- (a) Keep and maintain public records required by KHA to perform the Services; and
- (b) Upon request from KHA's custodian of public records, provide KHA with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Contract if Contractor does not transfer the records to KHA; and
- (d) Upon completion of this Contract, transfer to KHA at no cost all public records in possession of Contractor or keep and maintain public records required by KHA to perform the service. If Contractor transfers all public records to KHA upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to KHA upon request from KHA's custodian of public records in a format that is compatible with KHA's information technology systems.

The above requirements apply to Contractor only if Contractor is a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF JACKSONVILLE'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678;

**PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214
N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.**

EXHIBIT D

Program Outcomes and Deliverables

KHA has compiled research on the current state of Juvenile Diversion outcomes in Florida and Duval County.

RESULTS BASED ACCOUNTABILITY FRAMEWORK

In order to achieve sustained, community-wide improvements in child and family well-being, Contractors and programs need to participate in collective impact processes. Collective impact includes sharing results, sharing data, sharing strategies and best practices, and mutual accountability (Kania & Kramer, 2011). The Results Based Accountability (RBA) (Friedman, 2015) framework is used to help measure KHA's collective impact process. RBA provides a plain language framework comprised of two perspectives – population level results and agency performance measures. In KHA procurements, the Story Behind the Indicator Data provides an overview of the characteristics and needs of the population to be served. "What Works" are strategies to improve results, which include evidence-informed practices, program components, and approaches that have research pointing towards their effectiveness. Agency performance measures are required for all funded proposals to answer three key questions: How much did we do? How well did we do it? Is anybody better off? These required program evaluation components provide data to the KHA and the collective impact process on the effectiveness of the agency's program including the number of youth served, the amount of services provided, program monitoring, satisfaction surveys and measures to show improvement in the knowledge, skills, attitude, behavior, and circumstances of children and caregivers served.

Contractors will be expected to meet Outcome Measures. Contractors shall ensure that pre, mid, and post-testing is administered at the appropriate intervals as directed by the KHA using approved tools. **Pre, mid, and post test data must be submitted via the SAMIS Performance Measurement Module, in accordance with timeframes as prescribed by the KHA and referenced in all funded contracts.** Failure to conduct pre, mid, and post-testing and/or provide subsequent performance measure data may result in a moratorium on KHA funding.

1. How Much Did We Do?

a. Statistical Demographic Report: The Contractor agrees to maintain and report monthly (where applicable) information on client demographics which includes partial social security number, age, gender, race, cultural influence, ethnicity, language spoken at home, country of birth, parental marital status, education levels and status in SAMIS or other format provided by, or approved in writing by, the KHA. The Contractor agrees to track overall client household income, other benefits received, types of services provided, and other information as required by the KHA.

b. Internal Documentation

- Services provided and appropriate backup documentation
- Client files as required, and other service documentation
- Client billing and payment records to include any third party reimbursement
- Personnel files including hiring records, job descriptions, policies, training records, and evaluations
- Client/parent information release forms

2. How Well Did We Do It?

a. **Monitoring:** Monitoring of programs contracted through this competitive solicitation will be conducted by KHA staff and/or outsourced KHA consultants. However, as a supporter of local social service joint monitoring initiatives, KHA monitoring may be conducted in collaboration with other funding bodies, with the intent to reduce duplication and promote cooperation.

The Contractor shall submit pre, mid, and post-test data via the SAMIS Performance Measurement (PM) Module in accordance with timeframes prescribed by the KHA. Additionally, the Contractor shall close cases via the SAMIS Case Data Gatherer (CDG) Module in a timely manner and with accurate closing reasons.

The Contractor shall make all records and services pertaining to eligible clients, subject at all times to inspection, review and/or audit at any location or service delivery site as specified by KHA. Required internal documentation may include, but is not limited to, the following: Sign in/sign out service documentation; Personnel records of staff involved with program; Training modules; Pre, mid, and post evaluations and/or outcome tools (as applicable); Follow-up/statistical data logs; Client files; and Client information data files.

Monitoring and other reports as determined by KHA and/or other social service funding agencies and achievement of contract and performance requirements, timeliness of requested information and fiscal stability shall be considered factors in evaluating future funding requests.

b. **Client Satisfaction Surveys:** KHA conducts random satisfaction surveys with caregivers and youth which are collected, analyzed, and shared with the Contractor to encourage program improvements.

3. Is Anyone Better Off?

The Contractor shall submit client Outcome Measurement data, in SAMIS and/or other format provided by the KHA, within time frames specified by the KHA. The Contractor shall also report any barriers experienced in outcome achievement. The report should also include any noteworthy activities that have occurred during the term of this Agreement. Contractors will use the KHA Data Quality Assurance Report and/or the SAMIS Consolidated Reports to ensure administration points are completed, service components are attached, and cases are appropriately closed.

KHA has established Outcome Measures for all Diversion programming, as displayed on the following chart. The measures are subject to change and may be added to, deleted or edited as the program progresses.

PERFORMANCE MEASURES

The Contractor will be required to submit client performance measure data, in the SAMIS Performance Measure (PM) Module, within the time frames specified by KHA. The Contractor shall also report any barriers experienced in performance measure achievement, as required. The report should also include any noteworthy activities that have occurred during the term of this Agreement, as requested. Contractors will use the KHA Data Quality Assurance Report to ensure administration points are completed and service components are attached.

DESIRED RESULT: *Reduce juvenile delinquent behavior.*

Results based accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:

Key Question	Performance	KHA Goal*	Evaluation Tool	Admin Schedule
How Much Did We Do?	% of contracted youth actually served.	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
	% of funded allocation utilized.	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
How Well Did We Do It?	Program Services Monitoring	Meets Expectations	Monitoring and Site Visits	1 st Year – Quarterly 2 nd & 3 rd Year – Bi-Annually
	Data Integrity	95%	SAMIS Quality Assurance Report	Analyzed on Semi-Annual Schedule
Is Anybody Better Off?	% of youth who successfully completed the program.	80%	SAMIS Case Closure Reason	Program Completion
	% of youth who increased their level of resilience.	80%	Appropriate tool to be mutually agreed upon with Contractor	Pretest (within 2 weeks of program entry) & Posttest (program completion)
	% of youth who had no law violations during program participation.	85%	Face sheets retrieved from the Juvenile Justice Information System (youth under 18 yrs) and Duval County Clerk of Courts (youth over 18 yrs)	Program completion (based on face sheets collected every 30 days while in program)
	% of youth who had no re-offenses* 3, 6, and 12 months after program completion.	85%	Face sheets retrieved from the Juvenile Justice Information System (youth under 18 yrs) and Duval County Clerk of Courts (youth over 18 yrs)	3, 6, and 12 months post-program completion
	% of youth maintaining or increasing school attendance during program participation	Output only	SAMIS Data	Program Completion (based on school attendance pulled monthly)
	% of youth who had law violations prior to program entry and/or acquired new charges* while in the program	Output only	SAMIS Data	Program Entry & Program Completion

* Definition of goals, re-offenses and new charges will be determined in conjunction with contractor as recidivism definitions vary. The intent it to make these achievable and reasonable.

Monthly Deliverables

Deliverable	Description	Frequency	Method	Date Due
Invoice/ Expense Report	Detail, for each line item in the approved budget, the expenditures against that budget.	Monthly	SAMIS (document repository)	10 th of the following month.
Fiscal/Compliance Audit	Fiscal and Compliance Audit	Once	SAMIS (document repository)	180 Days after Fiscal Year
Certificate of Insurance	Proof of Insurance Coverage	Once	Contract Manager	Start of the Contract and upon certificate renewal.
Clients Served	Detailed reporting of the number of students served, broken out by demographic information.	Monthly	SAMIS (document repository)	10 th of the following month.
Activities	Narrative description of services provided during the program, including response times and outreach methods.	Monthly	SAMIS (document repository)	10 th of the following month.
Staff/Trainings	Evidence of up to date Staff Training and Level 2 Background Screening. Affidavit (letter) outlining screening of all staff and volunteers <i>This letter is on agency letterhead and clearly states that all staff and volunteers have completed the screening, complete affidavits of good moral character, prior to the commencement of the program</i>	Yearly/Hiring New Staff	SAMIS (document repository)	Start of the Program and as needed.
Quarterly Narrative Reports	Summary (to-date) of the program's services/analysis of outcomes, issues that occurred, solutions to the issues, and general lessons learned. Specific connectivity to identified quantifiable and qualitative outcomes; KHA Essential Services Plan; and KHA Continuum of Service goals. Other reports and information as requested.	Four times each year/Upon Request	SAMIS (document repository)	Last workday in the month of March, June, Sep, and Dec.
End of Program Report	Summary of the program's services/analysis of outcomes, issues that occurred, solutions to the issues, and general lessons learned. Specific connectivity to identified quantifiable and qualitative outcomes; KHA Essential Services Plan; and KHA Continuum of Services goals.	Once	SAMIS (document repository)	45 days after the conclusion of the program.

EXHIBIT E
INDEMNIFICATION

KHA and Contractor agree that, subject to the provisions and limitations of section 768.28, Florida Statutes (which provisions are not expanded, altered or waived), each party shall indemnify and hold harmless the other, its respective members, officials, officers, employees and agents from suits, actions, proceedings, claims, judgments, costs, damages and expenses, at law or in equity, caused by their own negligent acts or omissions in the performance of this Contract. Nothing contained in this paragraph shall be construed as a waiver, expansion, or alteration of either party's sovereign immunity beyond the limitations stated in section 768.28, Florida Statutes.

EXHIBIT F
INSURANCE REQUIREMENTS

It is agreed by both KHA and Contractor that, subject to the provisions and limitations of Section 768.28, Florida Statutes, both KHA and Contractor shall at all times during the term of this agreement carry and maintain a valid program of self-insurance, as authorized by section 768.28, Florida Statutes.

If Contractor subcontracts any or all of the Services provided for under this Contract, Contractor shall require its subcontractor(s) to carry insurance of the types and amounts reasonably acceptable to KHA and all such insurance carried by the subcontractor shall be endorsed to name KHA, the City of Jacksonville and City's members, officials, officers, employees and agents as additional insureds.