Docusign Envelope ID: 7924D497-7F4E-4785-947F-DA7B61DFBA31

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Request for renewal for Early Learning Coalition of Duval, Inc., Early Learning Programming -- $3,400,000.00

Requested Action/Authority:

Request to amend Administrative Award BID # POA-70575-23 to make retroactive from 7/1/24 through date of award.
Request to exercise the first of three renewals for Contract # 70575-23, Amd.2, for Early Learning Coalition of Duval, Inc., Early Learning Programming and increase the maximum indebtedness by $3,400,000.00. The term shall be 7/1/24 through 6/30/25. The NTE is $6,500,000.00.

Justification/Explanation:

This program provides services through Scholarships for Families to provide childcare assistance, Family Engagement, Developmental Health and Inclusion, Workforce Development, and Reach Out & Read.

Legal Contract #:	70575-23	Contract Date:	07/01/2023	Change Order/AMD #:	2	
PO/Release #:	N/A	Bid Date:	07/01/2023	Awarded Supplier:	Early Learning Coalition of Duval, Inc.	
Licenses Verified:	N/A	Effective Date:	07/01/2024	Basis of Award:	N/A	
Federally Funded:	No	No. of Bids:	N/A	Responses Received:	N/A	Attachments:
Solicitation:	N/A - N/A - N/A			Procurement Contract #:	POA - 70575-23	
Executed By:	Office of General Counsel					

PoP:Base:	4 years	Options:	First of three renewal options	Extension(s):	N/A
JSEB Rec.:	N/A	%:	N/A	Bonds Waived Pursuant To:	N/A

Fund:	10901	Center:	181001	Acct:	582001	Proj:	000000	Activity:	00000458	$	3400000.00
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 6500000.00	Contingent Amount:	$ 0.00	DMP/ODPO Amount:	$ 0.00

Using Agency/BU:	JCOD:OFFICE_OF_THE_DIRECTOR			
Concurrence:	DocuSigned by: Sandra Hauss E35E806A4AF9438...	Title:	KHA - CHIEF EXECUTIVE OFFICER	7/24/2024
Concurrence:		Title:		
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: Olivia Wallace Cohen A7A7DE8878BC4DD...	Chief of Procurement:	Signed by: Robert Waremburg for Dustin Freeman 4912CA1D431247A...
Name:	Olivia Wallace Cohen	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

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PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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KIDS HOPE ALLIANCE

MEMORANDUM

TO: Dustin Freeman, Chief of Procurement

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

Saralyn Grass

CC: Kenneth Darity, Chief Programs Officer

SUBJECT: Request for renewal for Early Learning Coalition of Duval, Inc., Early Learning Programming -- $3,400,000.00

DATE: July 24, 2024

Kids Hope Alliance, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("KHA") respectfully requests the following:

1. Request to amend Administrative Award BID # POA-70575-23 to make retroactive from July 1, 2024 through date of award.

2. Request to exercise the first of three renewals for Contract # 70575-23, Amendment 2, for Early Learning Coalition of Duval, Inc., Early Learning Programming and increase the maximum indebtedness by $3,400,000.00. The term shall be July 1, 2024 through June 30, 2025. The revised maximum indebtedness not to exceed shall be $6,500,000.00.

   This program provides services through Scholarships for Families to provide childcare assistance, Family Engagement, Developmental Health and Inclusion, Workforce Development, and Reach Out & Read.

These services are classified as a Procurement Exemption and may be approved in accordance with the Procurement Exemptions set forth in *Section 126.108 (a)*, Ordinance Code without competition.

Any exempt contractual services or commodities described under Section 287.057, F.S., as applicable.

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

KHA anticipates funding as follows:

Account Name	Fund	Center	Account	Project	Activity	Interfund	Future
ESP - Early Learning	10901	181001	582001	000000	00000458	00000	0000000

Total Funding **$3,400,000.00**

Attachment(s): Letter of Intent Dated 7/11/24
Scope of Services FY24-25
Previous Award Dated 12/12/23

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

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

1095 A. Philip Randolph Blvd., Jacksonville, FL 32206 | (904) 255-4400 | Fax: (904) 255-4502

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Letter of Intent
Agency Award Information: FY24-25

ESC	Contract #	Agency

7/11/2024
Angel Carro, CEO
Early Learning Coalition of Duval
6500 Bowden Rd. Suite 290 Jacksonville, FL 32216

RE: Letter of Intent

Dear Kids Hope Alliance Contract Manager:

Please accept this letter as notice of **Early Learning Coalition of Duval** intent to continue services for the FY2024-25 Contract Year at the following:

Program Location(s) (Please list all locations)	6500 Bowden Rd. Suite 290 Jacksonville, FL 32216
Program Start Date	7/1/2024
Program End Date	6/30/2025
Contract Amount (12month budget)	$3,400,000

We appreciate the opportunity to be a program provider for another year and look forward to working with the Kids Hope Alliance (KHA).
Sincerely,

Angel Carro
904-208-2040
acarro@elcduval.org
President & CEO

***Must be the authorized signer for the agency**

Approved by: Date:

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FY 24-25 Scope of Services	
ESC	**Agency**

FY24-25 Contract Year: June 1, 2024 -May 31, 2025

Funding Approved for FY24-25: $3,400,000

Number of Proposed Children/Youth 24/25: 4,500

Please copy and paste your approved scope from last year below. If any changes are made, please highlight the changes.

2024-2025 ELC Scope of Services

Scholarships for Families
Family Engagement
Developmental Health and Inclusion
Workforce Development
Reach Out & Read

Scholarships for Families

1. Child Care Match Funds
   Increase family access to high quality early childhood programs by utilizing this funding to provide childcare assistance and to draw down a 1:1 match of school readiness funding from the State of Florida. This funding will provide childcare scholarships for approximately 325 children each month. The amount of the scholarship award will be based on the age of the School Readiness (SR) child and the type of scholarship provided.
2. Child Care Enhancement Scholarships
   a. Enhanced "Gap" Scholarships to access High Quality Programs
      Provide childcare scholarships to cover the differential between School Readiness (SR) and market rate to approximately 125 children attending up to six (6) selected 3, 4 and 5 -Star rated childcare centers. The amount of the scholarship for the family will be based on the age of the School Readiness (SR) child and the type of scholarship provided. These scholarships cover the differential between the school readiness reimbursement rate and the actual market rate charged by the provider so that children can remain in high quality child care programs at no cost to parents, and providers have their full revenue to maintain higher standards for service provision. While receiving funding, these programs are required to begin the process for or maintain a national accreditation as recognition of their commitment to provide the highest quality of instruction and care and support family engagement. KHA will give final approval of the programs selected.
   b. Foster Care (BG1-13) Family Scholarships
      Provide childcare scholarships to foster care families. The amount of the scholarship for the family will be based on the age of the School Readiness (SR) child and the type of scholarship provided.
   c. Scholarships for "Ineligible" Families
      Provide childcare to ineligible families while a parent completes verifiable steps toward employment and eligibility for school readiness funding. These steps can include obtaining a GED or completing a job training program. This funding can also bridge a period of ineligibility for a

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family that was previously eligible.

d. Post-VPK "Summer" Scholarships
Provide Post-VPK summer scholarships to non-school readiness children for the opportunity to remain in a learning program during the summer until kindergarten begins. Ongoing instruction prevents "summer learning loss" and supports higher Kindergarten readiness outcomes.

e. Incentive Scholarships for Programs in the Accreditation Initiative
Participants in the active cohort of KHA's Accreditation Academy Initiative will receive additional scholarship enhancement up to 20% of the school readiness rating, upon completing work and meeting benchmark measures in the process of becoming accredited in a national early childhood organization identified by the State of Florida Gold Seal program.

Family Engagement

1. **Communities of High Need** – Support outreach to unserved or underserved children and families living in up to ~~five (5)~~ six (6) communities of high need. This outreach is to increase the tools parents have to support their child's healthy development and school readiness, to promote literacy in the family, and ~~to show the value of a child's attendance at a high-quality childcare program.~~ encourage positive parent/child relationships.
Activities will be offered in communities at ~~least twice a~~ quarterly during the year, and can include:
   a. Parent/child activity sessions around literacy and language development
   b. Offering Parent Empowerment Workshops and/or Parent Cafes'.
   c. Partnering with other community resources to meet family needs and to support and strengthen family protective factors including resilience, social connections, knowledge of parenting, economic essentials, and social and emotional competence.
   d. Providing parent education on child development and learning while promoting participation in VPK and building relationships with local high-quality childcare programs.
   e. Planning and promoting special events and activities for parents only, such as Healthy Heart, Nutrition, Mental Health, Help Me Grow, and Father Engagement.
   f. Supporting social events to help families build "community", such as holiday activities or other family events.
2. **Child Care Centers** – Up to six (6) childcare programs receiving enhancement funding will be supported in providing services to families and outreach to the community. Programs will hold at least three family engagement, outreach, or education activities during the year.
Activities a program can offer for family engagement include:
   a. Providing a Parent Café ~~(virtual or face-to-face)~~ and hosting parenting discussions based on protective factors to promote positive parent-child relationships and healthy family dynamics;
   b. Providing a Parent Empowerment Workshop ~~(virtual or face-to-face) –~~ on Literacy and Child Development;
   c. Supporting the center in providing a Kindergarten transition activity for families to begin building relationships with local elementary schools;

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d. Meet the family engagement requirements of a national accreditation as the program achieves or maintains this recognition of a commitment to provide families and children with the highest quality of instruction, child care, and support;
e. Planning a Father/Male engagement activity that promotes male involvement in the child's learning and development, and fosters positive father-child relationships; and
f. Maintaining and/or strengthening a parent/child lending library to promote reading and learning at home.
g. Promoting and supporting parental access to a learning app that features educational activities and videos for children, and parent/child conversation starters and tips.

~~Developmental Health and Inclusion~~

1. ~~Ages & Stages Questionnaires: Social Emotional-2 (ASQ: SE-2) or autism screenings will be conducted with the children by the families in up to five (5) childcare programs receiving enhancement funding.~~
2. ~~Help Me Grow will conduct at least 1 "Books, Balls, and Blocks" screening event (virtual or in-person).~~
3. ~~Each teacher in the childcare enhancement program will receive social/emotional materials to encourage positive social-emotional learning in the classroom."~~
4. ~~Calm Classroom will be a required training for each classroom.~~

Workforce Development

Episcopal Children's Services~~, Lutheran Services Florida,~~ and other appropriate agencies will provide professional development such as in-classroom coaching, onsite training, and other services that support the goal of improving program quality, for up to 100 early learning childcare centers and family childcare homes. The priority in allocating resources and service provision shall be programs in "high opportunity" neighborhoods and those with a high percentage of school readiness children. All providers must have a program assessment conducted and meet the contract minimum threshold prior to executing a School Readiness Contract. The provider must receive a minimum program assessment composite score of 4.00 to participate in School Readiness Program.

Episcopal Children's Services~~, Lutheran Services Florida,~~ and other appropriate agencies will work to strengthen the programs in six key areas:

1. Director Leadership
2. CLASS Standards
3. Curriculum Implementation
4. Classroom Environment
5. Family Support
6. Kindergarten Transition

Activities will include:

1. Director Leadership:
   a. The ~~Early Learning Specialists (ELS)~~ Education Specialists (ES) will invite directors and owners to attend an informational meeting, schedule regular visits, conduct side-by-side CLASS observations, and model during feedback sessions to strengthen leadership skills and knowledge of the CLASS tool.

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b. The ~~ELS~~ ES will create and facilitate ~~Communities of Practice (CoP) sessions~~ trainings with topics focused on leadership skills and implementation of the CLASS tool.

c. The ~~ELS~~ ES will offer ~~in-person and virtual~~ coaching support for directors ~~support~~.

2. CLASS Standards:

a. All ~~Early Learning Specialists (ELS)~~ Education Specialists (ES) will maintain CLASS certifications for infant, toddler, and pre-k ages.

b. In newly acquired centers, the ~~ELS~~ ES ~~will begin by completing~~ will complete 20-minute cycles to establish a baseline of classroom practices to be used to discover strengths and areas for growth in coached classrooms.

~~c. The ELS will continue to work with established center teachers and leaders on previously agreed-upon areas of CLASS.~~

d. The ~~ELS~~ ES will create and facilitate ~~Communities of Practice (CoP) sessions~~ trainings that build on CLASS practices.

e. The ~~ELS~~ ES will offer ~~in-person and virtual teacher~~ coaching support for both teachers and directors on the CLASS Assessment tool.

3. Curriculum Implementation:

a. The ~~Early Learning Specialists (ELS)~~ Education Specialists (ES) will provide support on curriculum ~~implementation along with offering CoP sessions~~ which will include how to integrate early learning standards in lesson planning.

~~a. The ELS will provide curriculum support from an adopted curriculum to classroom teachers.~~ The ES will provide support to classroom teachers using the adopted curriculum.

4. Classroom Environment

a. The ~~Early Learning Specialists (ELS)~~ Education Specialists (ES) will provide support in creating an optimal learning environment.

~~b. The ELS will also support classroom practices for a healthy learning environment including steps to reduce the spread of infection and COVID-19.~~

c. The ~~ELS~~ ES will support teachers in using Conscious Discipline or other models of positive guidance that focus on a child's emotional well-being and their ability for self-regulation.

5. Family Support

a. ~~The Early Learning Specialists (ELS) will continue to partner with the DCPS Parent Academy and other parent education models to offer virtual or face-to-face parent classes and events.~~ The Education Specialists (ES) will offer the Division of Early Learning training, *It's Okay to Play in VPK*, to families.

b. The ~~(ELS)~~ (ES) will provide family resources for learning leaders and teachers to share with families to encourage family engagement within the centers.

6. Kindergarten Transition

a. The ~~Early Learning Specialists (ELS)~~ Education Specialists (ES) will connect centers with necessary print and community resources related to kindergarten transition.

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b. The ~~ELS~~ ES will offer support for planned parent meetings, kindergarten transition support events, and trainings.
c. The ~~ELS~~ ES will provide all transitioning VPK families with a storybook and resources to help with the kindergarten transition.

Reach Out & Read

Reach Out and Read aims to reach underserved communities and provide access to quality books for young children.

This project will support their ongoing work with participating clinics in Duval County, expand the model to serve all children beginning at birth, provide extensive technical assistance and training to program staff, and ensure that clinics have a book distribution rate of at least 85% across all sites to achieve high fidelity of the program model. Reach Out & Read will continue to support nine active medical sites in Duval County, that incorporate Reach Out and Read into their well-child visits. At these sites, they serve an average of 6,160 well-child visits per year. Reach Out & Read will be working towards expanding operations in Duval County and forming a partnership with Angel Kids Pediatrics to integrate their 9 clinics into the Reach Out and Read network. Reach Out and Read will:

1. Provide technical assistance and direct program support for providers and admin staff.
2. Provide training for medical providers and admin staff.
3. Provide program evaluation and assessment.

Outcomes and Measures:

The Early Learning Coalition of Duval will track data monthly on the number of children receiving scholarships, the number of children enrolled in the classrooms where teachers are receiving coaching support to improve the quality of their instruction and interactions, parent participation in family engagement activities and the number of children receiving social and emotional screenings. The ELC of Duval will track bi-annually the number of children participating in Reach Out & Read, the number of books distributed, and the demographics of the patient population served. The ELC of Duval will submit data into SAMIS and provide quarterly program reports. Quarterly reimbursement requests to the Kids Hope Alliance are supported by the SAMIS data and quarterly reports. The service provider will present reports in KHA board meetings upon request.

Overall Service Provision
An annual Customer Satisfaction survey will show eighty-five percent (85%) of families, providers and teachers rate the KHA-funded services or supports provided by the ELC or its contracted agenci "highly effective" or "excellent".
Scholarships for Families:
Eighty percent (80%) of scholarships from Child Care Match funds will be provided to families in desigr zip codes.
Ninety percent (90%) of the Child Care Enhancement scholarship funding will be provided to famil designated zip codes.
Family Engagement:
Eighty percent (80%) of the communities and programs supported under the Child Care Enhancement funding will offer at least three different family engagement activities during the year.

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A hundred percent (100%) of the child care programs receiving Enhanced "Gap" Scholarships will receive assistance in meeting the family engagement requirements of the national accreditation they are obtaining or of their existing accreditation while receiving funding.
~~**Help Me Grow**~~
~~Seventy-five percent (75%) of children receiving a referral from a Help Me Grow or autism screening will access services.~~
Program Quality & Workforce Development:
Seventy-five percent (75%) of the Workforce Development Providers currently participating in the Guiding Stars (GS) of Duval Quality Rating and Improvement System will complete the star rating tool with a CLASS composite score of 4.0 or higher needed to qualify for a 3, 4 or 5-star rating. (CLASS, DL, CE)
Ninety percent (90%) of teachers receiving support will show improvement in the quality of their interactions and instructional skills as measured by the Infant, Toddler, and Pre-K Classroom Assessment Scoring System tools and center composite scores.
Eighty percent (80%) of the school readiness directors and/or owners being served participate in coaching, small and large group training sessions, and communities of practice experiences.
Reach Out & Read
Ninety percent (90%) of the participating clinics will have a book distribution rate of at least eighty-five (85%) across all sites to achieve high fidelity of the program model.
Eighty percent (80%) of participating clinics will be classified in the Average Program Implementation or Strong Program Implementation categories on the annual Site Quality Classifications.

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Administrative Award
Bid No.: POA-70575-23

DESCRIPITION OF GOODS/SERVICES:

Recommend approval to amend Contract # 70575-23, Amendment 1, for Early Learning Coalition of Duval, Inc. for Early Learning Programming to increase the maximum indebtedness by $100,000.00. The increase will fund scholarships to parents who receive vouchers from the state. This program provides services through family engagement, early childhood workforce, and scholarships to support the program. Period of service to remain July 1, 2023 through June 30, 2024, with three (3) one-year renewal options. The revised total expenditure amount shall be $3,100,000.00.

FUNDING SOURCE: Upon approval of this request, the contract amendment will be executed by formal contract amendment through the Office of General Counsel.
10901.181001.582001.000000.00000458.00000.0000000

FOR AGENCY/DEPARTMENT: Kids Hope Alliance

REQUISITION NUMBER: KHOD-500781-24

NUMBER FIRMS SOLICITED: N/A **NUMBER FIRMS BIDDING:** N/A

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:
Per Procurement Code 126.107 (g)

RECOMMEND AWARD TO: Early Learning Coalition of Duval, Inc.

CONCURENCE BY: Saralyn Grass, Chief Executive Officer, Kids Hope Alliance

PRICE: $3,100,000.00 **TERMS:** Net 30

Renata Barnett
Buyer

Marilyn Lands
Mgr. of Purchasing Services

12/11/2023
Date

12/12/23
Date

APPROVAL:

RW
Dustin Freeman, Chief, Procurement Division

12/12/2023
Date

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KIDS HOPE ALLIANCE

MEMORANDUM

TO: Dustin Freeman, Chief of Procurement

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

Saralyn Grass

CC: Kenneth Darity, Chief Administrative Officer

SUBJECT: Request to amend Contract # 70575-23, Early Learning Coalition of Duval, Inc. -- $100,000.00

DATE: November 29, 2023

Kids Hope Alliance, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("KHA") respectfully requests the following:

1. Request to amend Contract # 70575-23, Amendment 1, for Early Learning Coalition of Duval, Inc. for Early Learning Programming to increase the maximum indebtedness by $100,000.00. The increase will fund scholarships to parents who receive vouchers from the state. This program provides services through family engagement, early childhood workforce, and scholarships to support the program. Period of service to remain July 1, 2023 through June 30, 2024, with three (3) one-year renewal options. The revised total expenditure amount shall be $3,100,000.00.

   The services are classified as a Procurement Exemption and may be approved in accordance with the Procurement Exemptions set forth in *Section 126.107*, Ordinance Code without competition.

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

KHA anticipates funding as follows:

ID	Account Name	Fund	Center	Account	Project	Activity	Interfund	Future
54	ESP - Early Learning	10901	181001	582001	000000	00000458	00000	0000000

Total Funding **$100,000.00**

Attachment(s): Scope of Services
Previous Award Dated 7/14/23

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

Cc: Renatta Barnett, Buyer
Jessica Pitts, Director, Finance
Joyce Watson, Director, Administration, Contracts, and Purchasing

1095 A. Philip Randolph Blvd., Jacksonville, FL 32206 | (904) 255-4400 | Fax: (904) 255-4502

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Administrative Award

POA-70575-23

DESCRIPITION OF GOODS/SERVICES:

Recommend approval to ratify period of service from July 1st, 2023, to date of award.

Recommend approval of award to Early Learning Coalition of Duval Inc., to provide early learning programs and to provide support outreach to unserved or underserved children and families living in up to five (5) communities of high need. This outreach is to increase the tools parents need to support their child's healthy development and school readiness, to promote literacy in the family, and to show the value of a child's attendance at a high-quality childcare program. Period of Service from date of award through June 30th, 2024 with three (3) one-year renewal options. Total expenditure did not exceed $3,000,000.00.

Funding source: Upon approval of request, the contract will be executed by the City of Jacksonville Office of General Counsel.

10901.181001.582001.000000.00000458.00000.0000000

FOR AGENCY/DEPARTMENT: Kids Hope Alliance (KHA)

REQUISITION NUMBER: KHOD-500413-23

NUMBER FIRMS SOLICITED: N/A **NUMBER FIRMS BIDDING: N/A**

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:

Procurement code 126.107 (g): Supplies or services to be provided by those specifically prescribed within authorizing legislation that appropriates the same.

RECOMMEND AWARD TO: Early Learning Coalition of Duval Inc.

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

PRICE: $3,000,000.00 **TERMS:** Net 30

Buyer

Asst. Mgr. of Purchasing Services

7/11/2023
Date

7/12/23
Date

APPROVAL:

Dustin Freeman, Chief, Procurement Division

7/14/2023
Date

Docusign Envelope ID: 7924D497-7F4E-4785-947F-DA7B61DFBA31

KIDS HOPE ALLIANCE

MEMORANDUM

TO: Dustin Freeman, Chief of Procurement

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

CC: Kenneth Darity, Chief Programs Officer

SUBJECT: Request for an Administrative Award, Early Learning Coalition of Duval, Inc., Early Learning Programming – $3,000,000.00, Exemption.

DATE: July 1, 2023

Kids Hope Alliance, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("KHA") respectfully requests the following:

1. Request an Administrative Award for Early Learning Coalition of Duval, Inc., Early Learning Programming, to provide early learning programs in accordance with Ordinance 2022-511-E. Period of service is July 1, 2023 through June 30, 2024, with three (3) one-year renewal options. The total expenditure amount is $3,000,000.00.

The continuation of this programming can be continued through a Procurement exemption from competitive solicitation as outline in *Section 7(F)(7)* of the City of Jacksonville's Procurement Manual; April 2022, because the services meet one of the three following exemption criteria:

(7) Supplies or services to be provided by those specifically prescribed within authorizing legislation that appropriates the same.

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

KHA anticipates funding as follows:

ID	Account Name	Fund	Center	Account	Project	Activity	Interfund	Future
54	ESP - Early Learning	10901	181001	582001	000000	00000458	00000	0000000

Total Funding **$3,000,000.00**

Attachment(s): Exhibit 1: Scope of Services

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

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

1095 A. Philip Randolph Blvd., Jacksonville, FL 32206 | (904) 255-4400 | Fax: (904) 255-4502

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BOARD ACTION ITEM: CONTRACT EXEMPTIONS

ESSENTIAL SERVICES CATEGORY: EARLY LEARNING, OST, JUVENILE JUSTICE, SPECIAL NEEDS

- ☐ **GOVERNANCE MEETING: APRIL 3, 2023**
- ☐ **FINANCE MEETING: APRIL 5, 2023**
- ☐ **BOARD MEETING: APRIL 12, 2023**

TO: **KIDS HOPE ALLIANCE BOARD OF DIRECTORS**

FROM: **MIKE WEINSTEIN, CHIEF EXECUTIVE OFFICER**

REQUESTED ACTION:

The Board is asked to:

1) Approve new contracts based on Procurement exemptions for the following programs. These exemptions are for the first year contract dates listed in the chart below for the 2022-2023 and 2023-2024 budget years. The first year amount is $3,705,209 and for subsequent years (contracts will be pro-rated the first year) in the amount of $4,446,250, with up to three (3) annual renewal options. Each subsequent year's option will be based on an evaluation of the effectiveness of the prior year.

ESC	*AGENCY*	*PROGRAM*	*CONTRACT START DATE*	*1st YEAR CONTRACT END DATE*	*10 Month FUNDING (if applicable)*	*12 Month FUNDING*	*Corresponding Exemption #*
EL	Early Learning Coalition of Duval, Inc.	Childcare Enhancement Workforce Development and Childcare Match	7/1/2023	6/30/2024		$3,000,000	7
EL	Lutheran Services Florida, Inc.	EduCare	5/1/2023	4/30/2024		$200,000	7
OST	Boys and Girls Club of Northeast Florida, Inc.	Nutrition Program	6/1/2023	5/31/2024		$506,250	8
JJ	The District Board of Trustees of Florida State College of Jacksonville	Teen Violence Prevention Academy	8/1/2023	5/31/2024	$241,667	$290,000	6
SN	Hope Street, Inc.	TBRI Training	8/1/2023	5/31/2024	$229,167	$275,000	5
SN	Youth Crisis Center, Inc.	Residential Care Center	8/1/2023	5/31/2024	$145,833	$175,000	5
				Total	$3,705,209	$4,446,250	

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2) Authorize the CEO to execute contracts in the amounts above with up to a 10% increase variance and any other documents necessary to accomplish the purposes of the approval in (1) above.

NARRATIVE:

The above program services provided by listed agencies have operated successfully for the past three years. Programming can be continued through a Procurement exemption from competitive solicitation as outlined in Section VII of the City of Jacksonville's Procurement Manual; October 2020, because the services meet one of the following exemption criteria:

(5) Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated not-for-profit corporations. (In acquiring such services, the ability of the vendor, past performance, willingness to meet time requirements and price shall be considered in an effort to obtain the highest quality services at the greatest economic value to the City.);

(6) Supplies or services or commodities provided by governmental entities or agencies;

(7) Supplies or services to be provided by those specifically prescribed within authorizing legislation that appropriates the same;

(8) Supplies or services procured utilizing General Services Administration, State of Florida, and other contracts and agreements that have been competitively procured, awarded, and contracted by a federal, state, municipal, county, or local governmental entity, body politic or using agency, provided that said procurement is not otherwise prohibited by law.

Although KHA will attempt to execute these contracts using the exemption method, they are a sole source for the type of service they are provided. By using the exemption method rather than sole source, KHA is able to create these contracts for multiple years rather than one year at a time. If an exemption request is not approved by procurement, a sole source request will be issued instead.

A brief overview of each program is provided in the attached document.

FISCAL IMPACT:

These providers will receive funding as indicated above or up to a 10% increase, as necessary. KHA may reduce contracts accordingly depending on reduced need or unspent funds.

OPTIONS:

- ☐ Vote to approve action items.
- ☐ Decline to approve action items.
- ☐ Vote to approve action items with amendments. If checked, the following amendment to the item is approved:

_____

_____

Board Secretary Signature: _____

(in the event the Board Secretary is not present the Board Chair may sign and authority shall pass down accordingly)

Print Name and Title: _____

Date: _____

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Early Learning Essential Services Area
Agency/Vendor: Early Learning Coalition of Duval (ELC)
Program: Child Care Enhancement Grant
Contract Manager: Chardae Chaney
Time Period: 7/1/2023 to 6/30/2024, a 12-month contract
Funding: $3,000,000

2023-2024 ELC Scope of Services

Scholarships for Families
Family Engagement
Developmental Health and Inclusion
Workforce Development

Scholarships for Families

1. Child Care Match Funds

Increase family access to high quality early childhood programs by utilizing this funding to provide childcare assistance and to draw down a 1:1 match of school readiness funding from the State of Florida. This funding will provide childcare scholarships for approximately 325 children each month. The amount of the scholarship award will be based on the age of the School Readiness (SR) child and the type of scholarship provided.

2. Child Care Enhancement Scholarships

a. Enhanced "Gap" Scholarships to access High Quality Programs

Provide childcare scholarships to cover the differential between School Readiness (SR) and market rate to approximately 125 children attending up to six (6) selected 3, 4 and 5 -Star rated childcare centers. The amount of the scholarship for the family will be based on the age of the School Readiness (SR) child and the type of scholarship provided. These scholarships cover the differential between the school readiness reimbursement rate and the actual market rate charged by the provider so that children can remain in high quality child care programs at no cost to parents, and providers have their full revenue to maintain higher standards for service provision. While receiving funding, these programs are required to begin the process for or maintain a national accreditation as recognition of their commitment to provide the highest quality of instruction and care and support family engagement. KHA will give final approval of the programs selected.

b. Foster Care (BG1-13) Family Scholarships

Provide childcare scholarships to foster care families. The amount of the scholarship for the family will be based on the age of the School Readiness (SR) child and the type of scholarship provided.

c. Scholarships for "Ineligible" Families

Provide childcare to ineligible families while a parent completes verifiable steps toward employment and eligibility for school readiness funding. These steps can include obtaining a GED or completing a job training program. This funding can also bridge a period of ineligibility for a family that was previously eligible.

d. Post-VPK "Summer" Scholarships

Provide Post-VPK summer scholarships to non-school readiness children for the opportunity to remain in a learning program during the summer until kindergarten begins. Ongoing instruction prevents "summer learning loss" and supports higher Kindergarten readiness outcomes.

e. Incentive Scholarships for Programs in the Accreditation Initiative

Participants in the active cohort of KHA's Accreditation Academy Initiative will receive additional scholarship enhancement up to 20% of the school readiness rating, upon completing work and meeting benchmark measures in the process of becoming accredited in a national early childhood organization identified by the State of Florida Gold Seal program.

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Family Engagement

1. **Communities of High Need** – Support outreach to unserved or underserved children and families living in up to five (5) ~~specific~~ communities of high need. This outreach is to increase the tools parents have to support their child's healthy development and school readiness, to promote literacy in the family, and to show the value of a child's attendance at a high-quality childcare program.

Activities will be offered in communities at least twice a year, and can include:

- Parent/child activity sessions around literacy and language development
- Offering Parent Empowerment Workshops and/or Parent Cafes'.
- Partnering with other community resources to meet family needs and to support and strengthen family protective factors including resilience, social connections, knowledge of parenting, economic essentials, and social and emotional competence.
- Providing parent education on child development and learning while promoting participation in VPK and building relationships with local high-quality childcare programs.
- Planning and promoting special events and activities for parents only, such as Healthy Heart, Nutrition, Mental Health, Help Me Grow, and Father Engagement.
- Supporting social events to help families build "community", such as holiday activities or other family events.

2. **Child Care Centers** – Up to six (6) childcare programs receiving enhancement funding will be supported in providing services to families and outreach to the community. Programs will hold at least three family engagement, outreach, or education activities during the year.

Activities a program can offer for family engagement include:

- Providing a Parent Café (virtual or face-to-face) and hosting parenting discussions based on protective factors to promote positive parent-child relationships and healthy family dynamics.
- Provide a Parent Empowerment Workshop (virtual or face-to-face) – on Literacy and Child Development
- Supporting the center in providing a Kindergarten transition activity for families to begin building relationships with local elementary schools.
- Meet the family engagement requirements of a national accreditation as the program achieves or maintains this recognition of a commitment to provide families and children with the highest quality of instruction, child care, and support.
- Planning a Father/Male engagement activity that promotes male involvement in the child's learning and development, and fosters positive father-child relationships.
- Maintaining and/or strengthening a parent/child lending library to promote reading and learning at home.

Developmental Health and Inclusion

- Ages & Stages Questionnaires: Social Emotional-2 (ASQ: SE-2) or autism screenings will be conducted with the children by the families in up to five (5) childcare programs receiving enhancement funding.
- Help Me Grow will conduct at least 1 "Books, Balls, and Blocks" screening event (virtual or in-person).
- Each teacher in the childcare enhancement program will receive social/emotional materials to encourage positive social-emotional learning in the classroom."
- Calm Classroom will be a required training for each classroom.

Workforce Development

Episcopal Children's Services, Lutheran Services Florida, and other appropriate agencies will provide professional development such as in-classroom coaching, onsite training, and other services that support the goal of improving program quality, for up to 100 early learning childcare centers and family childcare homes. The priority in allocating resources and service provision shall be programs in "high opportunity" neighborhoods and those with a high percentage of school readiness children. All providers must have a program assessment conducted and meet the contract minimum threshold prior to executing a School Readiness Contract. The provider must receive a minimum program assessment composite score of 4.00 to participate in School Readiness Program.

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Episcopal Children's Services, Lutheran Services Florida, and other appropriate agencies will work to strengthen the programs in six key areas:

- Director Leadership
- CLASS Standards
- Curriculum Implementation
- Classroom Environment
- Family Support
- Kindergarten Transition

Activities will include:

- Director Leadership:
  - The Early Learning Specialists (ELS) will invite directors and owners to attend an informational meeting, schedule regular visits, conduct side-by-side CLASS observations, and model during feedback sessions to strengthen leadership skills and knowledge of the CLASS tool.
  - The ELS will create and facilitate Communities of Practice (CoP) sessions with topics focused on leadership skills and implementation of the CLASS tool.
  - The ELS will offer in-person and virtual director support.
- CLASS Standards:
  - All Early Learning Specialists (ELS) will maintain CLASS certifications for infant, toddler, and pre-k ages.
  - In newly acquired centers, the ELS will begin by completing 20-minute cycles to establish a baseline of classroom practices to be used to discover strengths and areas for growth in coached classrooms.
  - The ELS will continue to work with established center teachers and leaders on previously agreed-upon areas of CLASS.
  - The ELS will create and facilitate Communities of Practice (CoP) sessions that build on CLASS practices.
  - The ELS will offer in-person and virtual teacher support.
- Curriculum Implementation:
  - The Early Learning Specialists (ELS) will provide support on curriculum implementation along with offering CoP sessions which will include how to integrate early learning standards in lesson planning.
  - The ELS will provide curriculum support from an adopted curriculum to classroom teachers.
- Classroom Environment
  - The Early Learning Specialists (ELS) will provide support in creating an optimal learning environment.
  - The ELS will also support classroom practices for a healthy learning environment including steps to reduce the spread of infection and COVID-19.
  - The ELS will support teachers in using Conscious Discipline or other models of positive guidance that focus on a child's emotional well-being and their ability for self-regulation.
- Family Support
  - The ELS will continue to partner with the DCPS Parent Academy and other parent education models to offer virtual or face-to-face parent classes and events.
  - Early Learning Specialists (ELS) will provide family resources for learning leaders and teachers to share with families to encourage family engagement within the centers.
- Kindergarten Transition
  - The Early Learning Specialists (ELS) will connect centers with necessary print and community resources related to kindergarten transition.
  - The ELS will offer support for planned parent meetings, transition support events, and trainings.
  - The ELS will provide all transitioning VPK families with a storybook and resources to help with the kindergarten transition.

Outcomes and Measures:

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The Early Learning Coalition of Duval will track data monthly on the number of children receiving scholarships, the number of children enrolled in the classrooms where teachers are receiving coaching support to improve the quality of their instruction and interactions, parent participation in family engagement activities and the number of children receiving social and emotional screenings. The ELC of Duval will submit data into SAMIS and provide quarterly program reports. Quarterly reimbursement requests to the Kids Hope Alliance are supported by the SAMIS data and quarterly reports. The service provider will present reports in KHA board meetings upon request.

Overall Service Provision
An annual Customer Satisfaction survey will show eighty-five percent (85%) of families, providers and teachers rate the KHA-funded services or supports provided by the ELC or its contracted agencies as "highly effective" or "excellent".
Scholarships for Families:
Eighty percent (80%) of scholarships from Child Care Match funds will be provided to families in designated zip codes.
Ninety percent (90%) of the Child Care Enhancement scholarship funding will be provided to families in designated zip codes.
Family Engagement:
Eighty percent (80%) of the communities and programs supported under the Child Care Enhancement funding will offer at least three different family engagement activities during the year.
A hundred percent (100%) of the child care programs receiving Enhanced "Gap" Scholarships will receive assistance in meeting the family engagement requirements of the national accreditation they are obtaining or of their existing accreditation while receiving funding.
Help Me Grow
Seventy-five percent (75%) of children receiving a referral from a Help Me Grow or autism screening will access services.
Program Quality & Workforce Development:
Seventy-five percent (75%) of the Workforce Development Providers currently participating in the Guiding Stars (GS) of Duval Quality Rating and Improvement System will complete the star rating tool with a CLASS composite score of 4.0 or higher needed to qualify for a 3, 4 or 5-star rating. (CLASS, DL, CE)
Ninety percent (90%) of teachers receiving support will show improvement in the quality of their interactions and instructional skills as measured by the Infant, Toddler, and Pre-K Classroom Assessment Scoring System tools and center composite scores.
Eighty percent (80%) of the school readiness directors and/or owners being served participate in coaching, small and large group training sessions, and communities of practice experiences.

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Introduced by Council President Freeman and amended by the Finance Committee:

ORDINANCE 2022-511-E

AN ORDINANCE APPROPRIATING $37,525,760 FROM SPECIAL COUNCIL CONTINGENCY - KHA AND $400,000 FROM SPECIAL COUNCIL CONTINGENCY FOR A TOTAL APPROPRIATION OF $37,925,760 TO THE KIDS HOPE ALLIANCE (KHA); PROVIDING FOR THE KIDS HOPE ALLIANCE COMPREHENSIVE BUDGET TRANSFER POWERS; APPROVING AND AUTHORIZING EXECUTION OF AGREEMENTS BY THE MAYOR, OR HIS DESIGNEE, AND THE CORPORATION SECRETARY WITH NAMED GRANT RECIPIENTS; AUTHORIZING THE PROCUREMENT OF SERVICES PURSUANT TO THE COMPETITIVE SOLICITATION EXEMPTIONS LISTED IN SECTION 126.107 (EXEMPTIONS), PART 1 (GENERAL REGULATIONS), CHAPTER 126 (PROCUREMENT CODE), *ORDINANCE CODE;* AUTHORIZING THE PROCUREMENT OF SERVICES PURSUANT TO SINGLE-SOURCE AWARD PROVISIONS CONTAINED IN SECTIONS 126.206 (SINGLE-SOURCE, NONCOMPETITIVE PURCHASES) AND 126.312 (SINGLE-SOURCE NONCOMPETITIVE PURCHASE OF PROFESSIONAL SERVICES), CHAPTER 126 (PROCUREMENT CODE), *ORDINANCE CODE;* PROVIDING FOR WAIVER OF SECTION 77.111(A) (PROVIDER CONTRACTS), CHAPTER 77 (KIDS HOPE ALLIANCE), *ORDINANCE CODE;* PROVIDING FOR WAIVER OF SECTION 77.113 (ANNUAL OPERATING BUDGET; BUDGET TRANSFERS), CHAPTER 77 (KIDS HOPE ALLIANCE),

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ORDINANCE CODE, AND SECTION 106.304 (MAYOR'S TRANSFER POWER), CHAPTER 106 (BUDGET AND ACCOUNTING CODE), *ORDINANCE CODE*, TO ALLOW FOR BUDGET TRANSFERS WITHIN THE PLAN; AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY THE CHIEF EXECUTIVE OFFICER OF THE KHA; AUTHORIZING THE OFFICE OF GENERAL COUNSEL AND THE COUNCIL AUDITOR'S OFFICE TO MAKE ALL CHANGES NECESSARY TO EFFECTUATE THE COUNCIL'S ACTION; PROVIDING AN EFFECTIVE DATE.

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

Section 1. Appropriation. For the 2022-2023 fiscal year, within the City's budget, there are hereby appropriated the indicated sum(s) from the account(s) listed in subsection (a) to the account(s) listed in subsection (b):

(Account information is attached hereto as **Revised Exhibit 1**, labeled as "Revised Exhibit 1, Rev B.T., September 20, 2022 - Finance" and incorporated herein by this reference)

(a) Appropriated from:

See **Revised Exhibit 1** $37,925,760

(b) Appropriated to:

See **Revised Exhibit 1** $37,925,760

(c) **Explanation of Appropriation**: the appropriation above is appropriating $37,525,760 from Special Council Contingency - KHA and $400,000 from Special Council Contingency for a total appropriation of $37,925,760 to the Kids Hope Alliance for subsidies and contributions to private organizations of which $400,000 will be used for the Career Pathways Enhancement.

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Section 2. Kids Hope Alliance Comprehensive Budget Approved; Grant and budget transfers authorized. The Kids Hope Alliance fiscal year 2022-2023 budget of $37,525,760 for subsidies and contributions to private organizations comprised of federal, state, City and private funding, is herein appropriated as provided in **Revised Exhibit 1**. Kids Hope Alliance is authorized to receive grants and make budget transfers in the manner described below:

(a) Grants Received by Kids Hope Alliance. The Kids Hope Alliance is authorized and directed to follow the grant approval process as outlined in Section 1.3 (e)(1) & (2) in the City Budget Ordinance, 2022-504-E.

(b) Kids Hope Alliance transfer authority within the Plan. The Kids Hope Alliance is authorized to transfer, through a transfer directive approved by the Mayor's Budget Review Committee, (i) appropriations within each of the Essential Services Plan Categories; and (ii) appropriations between Essential Services Plan Categories, provided that cumulative transfers out of an Essential Service Category do not exceed 25% of the individual Essential Services Category budget from which the funds are being transferred. Any transfer out of an Essential Services Category that results in more than 25% of an individual Essential Services Category budget being transferred out shall require City Council approval. In addition to the transfer authority provided in the preceding sentences of this subsection (b), the Kids Hope Alliance is authorized to transfer to any Essential Services Category, through a transfer directive approved by the Mayor's Budget Review Committee, excess funds remaining after completion or termination of a contract for children's services. Such transfers of excess funds shall not be included in the calculation of, and shall not be subject to, the 25% limitation provided in this section (b). There shall be provided to the Council Auditor, the Council Finance Committee, and the Mayor's Budget Review

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Committee at the end of each month a report detailing all transfers made during that month.

Section 3. Approval and Authorization to execute agreements with named grant recipients and invoking the exemption in Section 126.107(g), *Ordinance Code*. Subject to the authorization terms in Grant Agreements, the Mayor, or his designee, and the Corporation Secretary and/or the Chief Executive Officer of the Kids Hope Alliance ("CEO") are hereby authorized to contract directly with the entities listed in the grant awards for grants received from the Department of Health & Human Services (SAMHSA) and the Department of Justice - Comprehensive Anti-Gang Program for Youth grant, as shown in **Revised Schedule M** attached hereto as **Revised Exhibit 2**, labeled as "Revised Exhibit 2, Rev Schedule M, September 20, 2022 - Finance" and incorporated herein by this reference, and to extend or renew such contracts to the extent that the underlying grant is extended or renewed. Pursuant to Section 126.107(g) (Exemptions), Part 1 (General Regulations), Chapter 126 (Procurement Code), *Ordinance Code*, such services are exempted from competitive solicitation because the services to be provided are being approved via authorizing legislation pursuant to this Ordinance.

Section 4. Authorization to procure services pursuant to the single-source award provisions contained in Sections 126.206 (Single-source, noncompetitive purchases) and 126.312 (Single-source, noncompetitive purchase of professional services), Chapter 126 (Procurement Code), *Ordinance Code*. Kids Hope Alliance is authorized to procure supplies, professional services and contractual services, including but not limited to, children and youth services pursuant to the single-source award provisions contained in Sections 126.206 (Single-source, noncompetitive purchases) and 126.312 (Single-source noncompetitive purchase of professional services), Chapter 126 (Procurement Code), *Ordinance Code*, as needed. All such services

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procured by Kids Hope Alliance pursuant to Sections 126.206 and 126.312, *Ordinance Code*, shall be consistent with the purposes of Chapter 77 (Kids Hope Alliance), *Ordinance Code*, and awarded in accordance with Chapter 126, *Ordinance Code*.

Section 5. Authorization to procure services pursuant to the competitive solicitation exemptions contained in Section 126.107 (Exemptions), Part 1 (General Regulations), Chapter 126 (Procurement Code), Ordinance Code. Kids Hope Alliance is authorized to procure supplies, professional services and contractual services, including but not limited to, children and youth services pursuant to the competitive solicitation exemptions listed in Section 126.107 (Exemptions), Part 1 (General Regulations), Chapter 126 (Procurement Code), *Ordinance Code*, as needed. All such services procured by Kids Hope Alliance pursuant to Section 126.107, *Ordinance Code*, shall be consistent with the purposes of Chapter 77 (Kids Hope Alliance), *Ordinance Code*, and awarded in accordance with Chapter 126, *Ordinance Code*.

Section 6. Waiver of the provisions in Section 77.111(a) (Provider Contracts), Chapter 77 (Kids Hope Alliance), *Ordinance Code*. The City hereby waives the provisions in Section 77.111(a) (Provider Contracts), Chapter 77 (Kids Hope Alliance), *Ordinance Code*, with respect to the authorizations described in Sections 3 through 5 above. Section 77.111(a) requires contracts for children's services to be competitively procured by Kids Hope Alliance via an evaluated bid process. The waiver is needed in order to allow Kids Hope Alliance to (i) enter into direct contracts with the entities described in Section 3 above; (ii) procure supplies, professional services and contractual services, including but not limited to, children and youth services pursuant to the single-source award provisions contained in Sections 126.206 and 126.312, *Ordinance Code*, as needed, as described in Section 4 above; and (iii) procure

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supplies, professional services and contractual services, including but not limited to, children and youth services pursuant to the competitive solicitation exemptions contained in Section 126.107, *Ordinance Code*, as needed, as described in Section 5 above.

Section 7. Waiver of Section 77.113 (Annual operating budget; budget transfers), Chapter 77 (Kids Hope Alliance), *Ordinance Code*, and Section 106.304 (Mayor's Transfer Power), Chapter 106 (Budget and Accounting Code), *Ordinance Code*. Section 77.113 (Annual operating budget; budget transfers), Chapter 77 (Kids Hope Alliance), *Ordinance Code*, regarding the Kids Hope Alliance budget transfer authority, Section 106.304 (Mayor's Transfer Power), Chapter 106 (Budget and Accounting Code), *Ordinance Code*, regarding the Mayor's transfer authority, are hereby waived. The provisions for Kids Hope Alliance budget transfers are permitted by compliance with Section 2(b) herein of this Ordinance.

Section 8. Office of General Counsel and Council Auditor's Office Authorization. The Office of General Counsel and the Council Auditor's Office are hereby authorized to make all changes to titles, tables of content, Ordinance Code, journal entries, schedules, attachments, editorial and text changes consistent with the changes set forth herein to Ordinance 2022-504 and Ordinance 2022-511 to effectuate the Council's action.

Section 9. Effective Date. This ordinance shall become effective upon signature by the Mayor or upon becoming effective without the Mayor's signature.

Form Approved:

/s/ Mary E. Staffopoulos

Office of General Counsel

Legislation prepared by: Mary E. Staffopoulos

GC-#1528324-v1-2022-511-E.docx

City of Jacksonville, Florida
Request for Budget Transfer Form

Kids Hope Alliance
Department or Area Responsible for Contract / Compliance / Oversight

Council District(s)

Reversion of Funds: (if applicable) N/A
Fund / Center / Account / Project * / Activity / Interfund / Future

Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): _____

Justification for Waiver

Justification for / Description of Transfer:

Appropriating program funding within the Kids Hope Alliance from the Special Council Contingency - KHA

Net Amount Appropriated and/or Transferred: $37,525,760.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____ CM's District: _____

Requesting Council Member: _____ CM's District: _____

Prepared By: _____ Ordinance: _____

OFFICE OF THE MAYOR

☐ BUDGET ORDINANCE ☐ TRANSFER DIRECTIVE

TD / BT Number: _____

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head				
Mayor's Office				
Accounting Division				
Budget Division				

Date of Action By Mayor: _____ Approved: _____

Division Chief: _____ Date Initiated: _____

Prepared By: _____ Phone Number: _____

Initiated / Requested By (if other than Department): _____

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Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Total: $37,525,760.00

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Accounting Codes						
					Fund	Center	Account	Project *	Activity	Interfund	Future
Exp	Kids Hope Alliance	Special Council Contingency - KHA	Contingency	$37,525,760.00	10901	195107	599100	000000	00000000	00000	0000000

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Total: $37,525,760.00

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Accounting Codes						
					Fund	Center	Account	Project *	Activity	Interfund	Future
Exp	Kids Hope Alliance	ESP - Out-Of-School-Time	Subsidies & Contributions To Private Org	$17,240,848.00	10901	181001	582001	000000	00000455	00000	0000000
Exp	Kids Hope Alliance	ESP-Juv Justice Prevention&Intervention	Subsidies & Contributions To Private Org	$2,800,907.00	10901	181001	582001	000000	00000457	00000	0000000
Exp	Kids Hope Alliance	Essential Service Plan-Early Learning	Subsidies & Contributions To Private Org	$6,137,626.00	10901	181001	582001	000000	00000458	00000	0000000
Exp	Kids Hope Alliance	Essential Service Plan-Special Needs	Subsidies & Contributions To Private Org	$6,748,107.00	10901	181001	582001	000000	00000459	00000	0000000
Exp	Kids Hope Alliance	Grief Counseling - Burial Costs	Subsidies & Contributions To Private Org	$42,732.00	10901	181001	582001	000000	00000536	00000	0000000
Exp	Kids Hope Alliance	ESP - Preteen And Teen Programming	Subsidies & Contributions To Private Org	$4,555,540.00	10901	181001	582001	000000	00001824	00000	0000000

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DocuSign Envelope ID: C7DFC056-FCCE-4C1D-B54D-DC40D6A1E842

SERVICES CONTRACT
FOR
EARLY LEARNING PROGRAMMING

This Services Contract ("***Contract***") is effective as of the 1st day of July, 2023 (the "***Effective Date***"), by and between **KIDS HOPE ALLIANCE**, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("***KHA***"), and **EARLY LEARNING COALITION OF DUVAL, INC.,** a Florida not for profit corporation with its principal offices at 6500 Bowden Road, Suite 290, Jacksonville, Florida 32216 (the "***Contractor***").

RECITALS

WHEREAS, in an Administrative Award POA-70575-23 approved on July 14, 2023, the City's Procurement division authorized the execution of this Contract by KHA; and

WHEREAS, Contractor has agreed to provide the early learning programming services described in **Exhibit A** (the "***Services***") on the terms and conditions contained in this Contract.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Engagement and Performance of Services**. Contractor shall perform the Services in accordance with the terms and conditions of this Contract and the Scope of Services attached as **Exhibit A** to this Contract.

2. **Compensation**. KHA shall reimburse Contractor quarterly for expenses incurred by Contractor during the prior quarter in accordance with the Budget and Budget Narrative attached to this Contract as **Exhibit B** and the other terms and conditions of this Contract, and KHA's receipt of a proper invoice therefore from Contractor as specified in this Contract. For purposes of this Contract, the term "Acceptance" shall mean KHA's determination, in its sole discretion, that a deliverable has been satisfactorily completed by 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 **THREE MILLION AND NO/100 DOLLARS ($3,000,000.00)**. All payments to Contractor under this Contract are contingent upon the existence of lawfully appropriated funds. If funding for this Contract comes from grant funds from a funding agency not a part of the City of Jacksonville, payment by KHA is further contingent upon KHA actually receiving such grant funds and those funds being appropriated by the Jacksonville City Council. In the event the City Council appropriates less than one hundred percent (100%) of the Maximum Indebtedness or KHA fails to receive any applicable grant funding, Contractor agrees to execute any amendments to this Contract and any other documents required by KHA within ten days of KHA's request.

4. **Term**. The term of this Contract shall commence on July 1, 2023 and shall continue through June 30, 2024 (the "***Term***"), unless sooner terminated by either party in accordance with the terms of this Contract. This Contract may be renewed by KHA, in its sole discretion, for up to

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three additional one-year periods.

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

Exhibit A – Scope of Services
Exhibit B – Budget and Budget Narrative
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions
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: Saralyn Grass, Ed.D., CEO

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

As to Contractor:
Early Learning Coalition of Duval, Inc.
6500 Bowden Road, Suite 290
Jacksonville, Florida 32216
Attn: Angel Carro, CEO

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 Chardae Chaney, 1095 A. Philip Randolph Boulevard, Jacksonville, Florida 32206; Phone # (904) 255-4426, and Contractor's Contract Manager is Angel Carro, 6500 Bowden Road, Suite 290, Jacksonville, Florida 32216; Phone # (904) 208-2040. 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.

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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 thereto, may be executed electronically and in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute one agreement.

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

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

EARLY LEARNING COALITION OF DUVAL, INC., *a Florida not for profit corporation*

DocuSigned by:
By: Angel Carro
DC57B06E3AB34EC...
Angel Carro, CEO

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,*

DocuSigned by:
By: Saralyn Grass
E35E806A4AE9438...
Saralyn Grass, Ed.D., Chief Executive Officer

Form Approved:

DocuSigned by:
By:
B7ABF7155CE1462...
Office of General Counsel

Encumbrance and funding information for internal City use:

Account or PO Number: POA-70575-23

Award Amount $3,000,000.00

Maximum Indebtedness Amount..... **$3,000,000.00**

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).

DocuSigned by:
Mike Weinstein, CFO
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Director of Finance
Contract #: 70575-23

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EXHIBIT A
SCOPE OF SERVICES
(Immediately following)

Proposing Contractor: ELC

J Riggins approved 6/22/23

Project Name: CHILDCARE ENHANCEMENT WORKFORCE

Fiscal Year: 2023-2024

Categories and Line Items	Total Cost of Program	KHA Funding	Other Funding	Budget Narrat
Direct Expenses				
A. Salaries and Wages				
1 Family Engagement Director	$3,696.00	$3,696.00	$0.00	.05 FTE at 12 months
2 Family Engagement Trainer	$33,075.00	$33,075.00	$0.00	.70 FTE at 12 months for Family Engagement trainings
3 HMG Coordinator	$26,667.00	$26,667.00	$0.00	.5 FTE at 12 months to work on Help Me Grow
4 Director of Developmental Health & Inclusion	$3,719.00	$3,719.00	$0.00	.05 FTE at 12 months
5 Program Manager- Workforce Development	$70,949.00	$0.00	$70,949.00	1 FTE at 12 months to oversee Workforce Development - paid by
Subtotal Salaries and Wages	**$138,106.00**	**$67,157.00**	**$70,949.00**	
B. Payroll Taxes and Benefits (%)				
1 FICA	$10,566.00	$5,138.00	$5,428.00	7.65% FICa
2 Retirement	$4,143.00	$2,015.00	$2,128.00	3% of salaries
3 Life and Health Insurance	$22,246.00	$12,574.00	$9,672.00	$806 a month per FTE
4 Workers Compensation	$700.00	$500.00	$200.00	
5 Unemployment Compensation	$0.00	$0.00	$0.00	
6 Other Benefits	$0.00	$0.00	$0.00	
Subtotal Payroll Taxes and Benefits	**$37,655.00**	**$20,227.00**	**$17,428.00**	
C. Program Consultants and Contractual				
1 Family Consultants and Childcare for Families	$7,100.00	$7,100.00	$0.00	Childcare for family meetings at HUD complex at $5 at Palmeto Glenn
2 COMPASS MSP	$900.00	$900.00	$0.00	IT Services estimate
3 Episcopal	$1,390,194.00	$1,390,194.00	$0.00	Contract with ECS for Workforce Development
4 Lutheran Services of Florida	$50,000.00	$50,000.00	$0.00	Contract with LSF for Workforce Development
Subtotal Program Consultants & Contractual	**$1,448,194.00**	**$1,448,194.00**	**$0.00**	
D. Travel				
1 Local Mileage	$900.00	$900.00	$0.00	Estimated local mileage at $75 a month
2 Staff Travel	$0.00	$0.00	$0.00	
3 Student Transportation	$0.00	$0.00	$0.00	
4 Field Trip Travel	$0.00	$0.00	$0.00	
Subtotal Travel	**$900.00**	**$900.00**	**$0.00**	

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Subtotal Assistance to Participants	**$4,053,662.00**	**$1,428,662.00**	**$2,625,000.00**	
H. Food	**$2,000.00**	**$2,000.00**	**$0.00**	Food for Family Events
I. Office Expenses				
1 Telephone	$700.00	$700.00	$0.00	Yearly allocation estimate for telephone
2 Utilities	$500.00	$500.00	$0.00	Yearly allocation estimate for utilities
3 Postage and Shipping	$200.00	$200.00	$0.00	Yearly allocation estimate for postage
4 Supplies	$500.00	$500.00	$0.00	Estimate of $500 a year per FTE
5 Copying	$700.00	$700.00	$0.00	Yearly allocation estimate for copying
Subtotal Office Expenses	**$2,600.00**	**$2,600.00**	**$0.00**	
J. Operating Capital Outlay				
1 Machinery & Equipment	$0.00	$0.00	$0.00	
2 Computers & Software	$0.00	$0.00	$0.00	
Subtotal Operating Capital Outlay	**$0.00**	**$0.00**	**$0.00**	
K. Lease/Rent				
1 Equipment	$0.00	$0.00	$0.00	
2 Building	$5,000.00	$5,000.00	$0.00	Yearly allocation estimate for rent
Subtotal Lease/Rent	**$5,000.00**	**$5,000.00**	**$0.00**	
L. Maintenance	**$0.00**	**$0.00**	**$0.00**	
M. Insurance	**$0.00**	**$0.00**	**$0.00**	
N. Conferences and Staff Training	**$0.00**	**$0.00**	**$0.00**	
O. Membership Fees and Subscriptions	**$0.00**	**$0.00**	**$0.00**	
P. Advertising	**$0.00**	**$0.00**	**$0.00**	
Q. Food (limit to 2% of budget)	**$0.00**	**$0.00**	**$0.00**	
R. Other Allowable Costs				
1. Background and Drug Screenings	$260.00	$260.00	$0.00	Four background screenings at $65
2	$0.00	$0.00	$0.00	

1. Complete the funding period, agency information, project name and contract number at the top of the form.

2. Enter line items in categories where appropriate
   Enter line items that relate to your program in categories such as Salaries and Wages, Program Consultants, Other Consultants, Assistance to Participants and Other rows that remain accurate. are hidden if you need more than what is shown. Please unhide the rows rather than create them so that the formulas will remain accurate

3. Enter budget amounts in the KHA Funding and Match columns (you can include here Cash Contributions as well as the value of In-kind Contributions.
   Only enter amounts in black cells. Red cells denote formulas. Please do not make any entries in red cells.

4. Enter a narrative for each line item in the cell located on the same row of that line item.
   Use only one narrative cell per line item. Type as much information in that cell to completely describe the budget for that line item.
   For cells that have lengthy narratives, you will have to widen the "row" so that it reveals all of the text of that cell.

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Early Learning Essential Services Area
Agency/Vendor: Early Learning Coalition of Duval (ELC)
Program: Child Care Enhancement Grant
Contract Manager: Chardae Chaney
Time Period: 7/1/2023 to 6/30/2024, a 12-month contract
Funding: $3,000,000

2023-2024 ELC Scope of Services

Scholarships for Families
Family Engagement
Developmental Health and Inclusion
Workforce Development

Scholarships for Families

1. Child Care Match Funds

Increase family access to high quality early childhood programs by utilizing this funding to provide childcare assistance and to draw down a 1:1 match of school readiness funding from the State of Florida. This funding will provide childcare scholarships for approximately 325 children each month. The amount of the scholarship award will be based on the age of the School Readiness (SR) child and the type of scholarship provided.

2. Child Care Enhancement Scholarships
    a. Enhanced "Gap" Scholarships to access High Quality Programs

Provide childcare scholarships to cover the differential between School Readiness (SR) and market rate to approximately 125 children attending up to six (6) selected 3, 4 and 5 -Star rated childcare centers. The amount of the scholarship for the family will be based on the age of the School Readiness (SR) child and the type of scholarship provided. These scholarships cover the differential between the school readiness reimbursement rate and the actual market rate charged by the provider so that children can remain in high quality child care programs at no cost to parents, and providers have their full revenue to maintain higher standards for service provision. While receiving funding, these programs are required to begin the process for or maintain a national accreditation as recognition of their commitment to provide the highest quality of instruction and care and support family engagement. KHA will give final approval of the programs selected.

    b. Foster Care (BG1-13) Family Scholarships

Provide childcare scholarships to foster care families. The amount of the scholarship for the family will be based on the age of the School Readiness (SR) child and the type of scholarship provided.

    c. Scholarships for "Ineligible" Families

Provide childcare to ineligible families while a parent completes verifiable steps toward employment and eligibility for school readiness funding. These steps can include obtaining a GED or completing a job training program. This funding can also bridge a period of ineligibility for a family that was previously eligible.

    d. Post-VPK "Summer" Scholarships

Provide Post-VPK summer scholarships to non-school readiness children for the opportunity to remain in a learning program during the summer until kindergarten begins. Ongoing instruction prevents "summer learning loss" and supports higher Kindergarten readiness outcomes.

    e. Incentive Scholarships for Programs in the Accreditation Initiative

Participants in the active cohort of KHA's Accreditation Academy Initiative will receive additional scholarship enhancement up to 20% of the school readiness rating, upon completing work and meeting benchmark measures in the process of becoming accredited in a national early childhood organization identified by the State of Florida Gold Seal program.

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Family Engagement

1. **Communities of High Need** – Support outreach to unserved or underserved children and families living in up to five (5) ~~specific~~ communities of high need. This outreach is to increase the tools parents have to support their child's healthy development and school readiness, to promote literacy in the family, and to show the value of a child's attendance at a high-quality childcare program.

Activities will be offered in communities at least twice a year, and can include:

- Parent/child activity sessions around literacy and language development
- Offering Parent Empowerment Workshops and/or Parent Cafes'.
- Partnering with other community resources to meet family needs and to support and strengthen family protective factors including resilience, social connections, knowledge of parenting, economic essentials, and social and emotional competence.
- Providing parent education on child development and learning while promoting participation in VPK and building relationships with local high-quality childcare programs.
- Planning and promoting special events and activities for parents only, such as Healthy Heart, Nutrition, Mental Health, Help Me Grow, and Father Engagement.
- Supporting social events to help families build "community", such as holiday activities or other family events.

2. **Child Care Centers** – Up to six (6) childcare programs receiving enhancement funding will be supported in providing services to families and outreach to the community. Programs will hold at least three family engagement, outreach, or education activities during the year.

Activities a program can offer for family engagement include:

- Providing a Parent Café (virtual or face-to-face) and hosting parenting discussions based on protective factors to promote positive parent-child relationships and healthy family dynamics.
- Provide a Parent Empowerment Workshop (virtual or face-to-face) – on Literacy and Child Development
- Supporting the center in providing a Kindergarten transition activity for families to begin building relationships with local elementary schools.
- Meet the family engagement requirements of a national accreditation as the program achieves or maintains this recognition of a commitment to provide families and children with the highest quality of instruction, child care, and support.
- Planning a Father/Male engagement activity that promotes male involvement in the child's learning and development, and fosters positive father-child relationships.
- Maintaining and/or strengthening a parent/child lending library to promote reading and learning at home.

Developmental Health and Inclusion

- Ages & Stages Questionnaires: Social Emotional-2 (ASQ: SE-2) or autism screenings will be conducted with the children by the families in up to five (5) childcare programs receiving enhancement funding.
- Help Me Grow will conduct at least 1 "Books, Balls, and Blocks" screening event (virtual or in-person).
- Each teacher in the childcare enhancement program will receive social/emotional materials to encourage positive social-emotional learning in the classroom."
- Calm Classroom will be a required training for each classroom.

Workforce Development

Episcopal Children's Services, Lutheran Services Florida, and other appropriate agencies will provide professional development such as in-classroom coaching, onsite training, and other services that support the goal of improving program quality, for up to 100 early learning childcare centers and family childcare homes. The priority in allocating resources and service provision shall be programs in "high opportunity" neighborhoods and those with a high percentage of school readiness children. All providers must have a program assessment conducted and meet the contract minimum threshold prior to executing a School Readiness Contract. The provider must receive a minimum program assessment composite score of 4.00 to participate in School Readiness Program.

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Episcopal Children's Services, Lutheran Services Florida, and other appropriate agencies will work to strengthen the programs in six key areas:

- Director Leadership
- CLASS Standards
- Curriculum Implementation
- Classroom Environment
- Family Support
- Kindergarten Transition

Activities will include:

- Director Leadership:
  - The Early Learning Specialists (ELS) will invite directors and owners to attend an informational meeting, schedule regular visits, conduct side-by-side CLASS observations, and model during feedback sessions to strengthen leadership skills and knowledge of the CLASS tool.
  - The ELS will create and facilitate Communities of Practice (CoP) sessions with topics focused on leadership skills and implementation of the CLASS tool.
  - The ELS will offer in-person and virtual director support.
- CLASS Standards:
  - All Early Learning Specialists (ELS) will maintain CLASS certifications for infant, toddler, and pre-k ages.
  - In newly acquired centers, the ELS will begin by completing 20-minute cycles to establish a baseline of classroom practices to be used to discover strengths and areas for growth in coached classrooms.
  - The ELS will continue to work with established center teachers and leaders on previously agreed-upon areas of CLASS.
  - The ELS will create and facilitate Communities of Practice (CoP) sessions that build on CLASS practices.
  - The ELS will offer in-person and virtual teacher support.
- Curriculum Implementation:
  - The Early Learning Specialists (ELS) will provide support on curriculum implementation along with offering CoP sessions which will include how to integrate early learning standards in lesson planning.
  - The ELS will provide curriculum support from an adopted curriculum to classroom teachers.
- Classroom Environment
  - The Early Learning Specialists (ELS) will provide support in creating an optimal learning environment.
  - The ELS will also support classroom practices for a healthy learning environment including steps to reduce the spread of infection and COVID-19.
  - The ELS will support teachers in using Conscious Discipline or other models of positive guidance that focus on a child's emotional well-being and their ability for self-regulation.
- Family Support
  - The ELS will continue to partner with the DCPS Parent Academy and other parent education models to offer virtual or face-to-face parent classes and events.
  - Early Learning Specialists (ELS) will provide family resources for learning leaders and teachers to share with families to encourage family engagement within the centers.
- Kindergarten Transition
  - The Early Learning Specialists (ELS) will connect centers with necessary print and community resources related to kindergarten transition.
  - The ELS will offer support for planned parent meetings, transition support events, and trainings.
  - The ELS will provide all transitioning VPK families with a storybook and resources to help with the kindergarten transition.

Outcomes and Measures:

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The Early Learning Coalition of Duval will track data monthly on the number of children receiving scholarships, the number of children enrolled in the classrooms where teachers are receiving coaching support to improve the quality of their instruction and interactions, parent participation in family engagement activities and the number of children receiving social and emotional screenings. The ELC of Duval will submit data into SAMIS and provide quarterly program reports. Quarterly reimbursement requests to the Kids Hope Alliance are supported by the SAMIS data and quarterly reports. The service provider will present reports in KHA board meetings upon request.

Overall Service Provision
An annual Customer Satisfaction survey will show eighty-five percent (85%) of families, providers and teachers rate the KHA-funded services or supports provided by the ELC or its contracted agencies as "highly effective" or "excellent".
Scholarships for Families:
Eighty percent (80%) of scholarships from Child Care Match funds will be provided to families in designated zip codes.
Ninety percent (90%) of the Child Care Enhancement scholarship funding will be provided to families in designated zip codes.
Family Engagement:
Eighty percent (80%) of the communities and programs supported under the Child Care Enhancement funding will offer at least three different family engagement activities during the year.
A hundred percent (100%) of the child care programs receiving Enhanced "Gap" Scholarships will receive assistance in meeting the family engagement requirements of the national accreditation they are obtaining or of their existing accreditation while receiving funding.
Help Me Grow
Seventy-five percent (75%) of children receiving a referral from a Help Me Grow or autism screening will access services.
Program Quality & Workforce Development:
Seventy-five percent (75%) of the Workforce Development Providers currently participating in the Guiding Stars (GS) of Duval Quality Rating and Improvement System will complete the star rating tool with a CLASS composite score of 4.0 or higher needed to qualify for a 3, 4 or 5-star rating. (CLASS, DL, CE)
Ninety percent (90%) of teachers receiving support will show improvement in the quality of their interactions and instructional skills as measured by the Infant, Toddler, and Pre-K Classroom Assessment Scoring System tools and center composite scores.
Eighty percent (80%) of the school readiness directors and/or owners being served participate in coaching, small and large group training sessions, and communities of practice experiences.

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EXHIBIT B

BUDGET AND BUDGET NARRATIVE

(Immediately following)

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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**

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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. Location Requirements for Services.

Unless otherwise stated in the Contract, the majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if KHA determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

C7. Use of Subcontractors; Flow-Down Provisions.

Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder without the prior written consent of KHA. 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.

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(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. Software Development Processes and Standards.
To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially-accepted software development and documentation processes and standards.

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.

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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

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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, Council Auditor's Office 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.

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C18. Indemnification.
Contractor shall comply with the indemnification requirements set forth in Exhibit F 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 G 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.

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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

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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

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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, 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 (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

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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.

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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 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 subcontractor and suppliers. In the event of such dispute, 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 of the 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 by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise.* 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"), as defined therein, their pro-rata share of their earned potion 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, material and

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equipment furnished, or services performed by the certified JSEB 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 payment to its certified JSEB's from all prior payments Contractor has received from KHA, Contractor shall not unreasonably withhold payments to certified JSEB's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB'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 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; (iv) be delivered to KHA and said JSEB'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 within seven (7) business days shall be a breach of this Contract, compensable by one percent (1%) of the outstanding invoice being held by KHA, not as a penalty, but as liquidation 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 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 obligation 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 and in Chapter 218, Florida Statute, for non-JSEB's, whichever is greater.

C37. <u>Conflicts of Interest</u>.

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. <u>Contingent Fees Prohibited</u>.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona-fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For the

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breach or violation of these provisions, the City shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

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.

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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.

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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 ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT (904) 255-7674; PRRGOVQA@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

D1. Background

The Kids Hope Alliance Board consists of seven (7) members appointed by the Mayor and confirmed by the City Council. There are also five (5) liaisons representing the Sheriff, State Attorney, Public Defender, Duval County Public Schools and a member of the City Council present at all Board meetings.

Our Vision

Every child and youth will reach their academic, career and civic potential.

Our Mission

To build and ensure access to a continuum of comprehensive and integrated programs, services and activities that address the critical needs of children and youth.

D2. KHA Essential Services Plan.

The KHA Essential Service Plan is a comprehensive guide which details the mission of KHA and functions as a guide for programs and activities coordinated and funded under KHA. The Essential Service Plan document can be downloaded from the Kids Hope Alliance website: **www.kidshopealliance.org**.

D3. Use of Funds.

Contractor must use every dollar provided by KHA only for the Services and for no other purpose.

D4. Protection of Data.

Contractor will only authorize properly trained personnel who have signed a non-disclosure statement approved by KHA to access data provided by KHA to Contractor.

If Contractor experiences a security breach concerning any information covered by this Contract, then Contractor will immediately notify KHA and take immediate steps to limit and mitigate such security breach to the extent possible. Any breach of the confidentiality obligation set forth in the Contract may, at KHA's discretion, result in cancellation of further consideration for contract award for a period determined by KHA. In addition, Contractor agrees to indemnify and hold KHA harmless for all losses, costs, damages and expenses suffered by KHA as a result of such breach, including but not limited to the cost of notification of affected persons as a direct result of the unauthorized disclosure of information provided by KHA.

Upon termination of the Contract, if requested by KHA and consistent with the retention requirements of Florida's public records laws, Contractor shall destroy all data or information that contains personal information collected and stored under the Contract. Furthermore, Contractor shall ensure that the destruction of that data or information maintains the confidentiality of the

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contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

D5. Technical Assistance.

Contractor must accept technical assistance related to reporting from KHA and make any reasonable changes in its reporting procedures, which will better facilitate the documentation of program efficiency and effectiveness. Technical assistance could include, but would not be limited to, pilot testing, programmatic issues concerning the provision of services, and conversion to a new database system.

D6. Sufficient Staff; Facilities and Equipment.

Contractor must notify KHA if sufficient staff, facilities and equipment necessary to deliver the Services cannot be maintained. Failure to notify KHA of any such deficiencies or to adequately provide the Services in accordance with all KHA Standards shall be a breach of this Contract and grounds for termination, in the sole and exclusive discretion of KHA.

D7. Changes in Management Personnel.

Any change in top management personnel must be put in memorandum form and submitted for approval to the Contract Manager thirty (30) days prior to said changes. Failure to properly notify KHA will constitute a breach of this Contract and grounds for termination of this Contract, in the sole and exclusive discretion of KHA.

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EXHIBIT E - PAYMENTS

E1. Payments.

KHA shall make payments to the Contractor for the Services based on KHA's Acceptance of the deliverables specified in **Exhibit A**.

All payments are contingent on meeting all of the deliverables and approval of all supporting documentation required by KHA. The submission of accurate, timely documentation and other requested information as required by KHA may be considered a factor in evaluating future funding requests. Invoices and/or documentation returned to Contractor for corrections may not be considered as submitted and shall be cause for delay in payment.

E2. Provision for Unspent Funds.

Contractor shall return any funds provided by KHA under this Contract that are residual funds remaining unspent or unencumbered by any existing legal obligation at the conclusion of the contract term to KHA in the form of a negotiable instrument not later than thirty (30) days after the close of the contract term.

E3. Provision for Unallowable Expenditures.

In the event Contractor receives and/or expends any portion of the funds received from KHA in a manner inconsistent with the terms of this Contract (which shall include any funds reimbursed to Contractor by KHA in error) or any applicable and governing federal, state or local law, rule regulation or policy, then Contractor shall immediately refund and return all such funds to KHA. Contractor shall also reimburse KHA for all costs, expenses and fees, including attorneys' fees and court costs, incurred or expended by KHA in connection with any collection efforts to recover any funds due KHA pursuant to this Contract. KHA may immediately terminate this Contract if funds are improperly spent, and such termination may be provided orally with a written notice to follow.

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EXHIBIT F
INDEMNIFICATION

Contractor and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the "**Indemnified Parties**") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the **Agreement**, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this **Agreement** contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the **Agreement**; and

3. Intellectual Property Liability, to the extent this **Agreement** contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this **Agreement** (the "**Service(s)**"), any product generated by the Services, or any part of the Services as contemplated in this **Agreement**, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Agreement**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or

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725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

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EXHIBIT G
INSURANCE REQUIREMENTS

Without limiting its liability under this Agreement, Applicant and its subcontractors shall always during the term of this Agreement procure prior to commencement of work to maintain coverages for the life of this Agreement and shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Insurance Coverages

Schedule	Limits	
Worker's Compensation	Florida Statutory Coverage	
Employer's Liability	$100,000	Each Accident
	$500,000	Disease Policy Limit
	$100,000	Each Employee/Disease

This insurance shall cover the **Contractor** (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Damage to Rented Premises
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract) Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as

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filed with ISO (i.e., mandatory endorsement).

Professional Liability	$1,000,000 per Claim and Aggregate

The Professional Liability insurance shall include coverage for Technology Errors and Omissions Liability and must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such Claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Sexual Molestation	$1,000,000 Per Claim $2,000,000 Aggregate

(Only if program includes direct supervision of children, special needs, and/or senior citizens) Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

A. Certificates of Insurance. **Contractor** shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract, Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.

B. Additional Insured. All insurance except Worker's Compensation and Professional Lia. shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG20 IO and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials, employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Applicant Insurance Primary. The insurance provided by Applicant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees

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and agents.

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Applicant. Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Contract.

G. Agreement Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Applicant or its subcontractors, employees or agents to the City of Jacksonville its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by Applicant shall relieve Applicant of Applicant's full responsibility to provide insurance as required under this Contract.

I. Notice. The Applicant shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Applicant, shall provide said thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Applicant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.

L. Special Provision: Prior to executing this Agreement, Applicant shall present this Agreement and insurance requirements to its Insurance Agent Affirming: (1) that the agent has personally reviewed the insurance requirements of the Agreement Documents, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contract.

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Early Learning Essential Services Area
Agency/Vendor: Early Learning Coalition of Duval (ELC)
Program: Child Care Enhancement Grant
Contract Manager: Chardae Chaney
Time Period: 7/1/2023 to 6/30/2024, a 12-month contract
Funding: $3,100,000

2023-2024 ELC Scope of Services

Scholarships for Families
Family Engagement
Developmental Health and Inclusion
Workforce Development
Reach Out & Read

Scholarships for Families

1. Child Care Match Funds
   Increase family access to high quality early childhood programs by utilizing this funding to provide childcare assistance and to draw down a 1:1 match of school readiness funding from the State of Florida. This funding will provide childcare scholarships for approximately 325 children each month. The amount of the scholarship award will be based on the age of the School Readiness (SR) child and the type of scholarship provided.
2. Child Care Enhancement Scholarships
   a. Enhanced "Gap" Scholarships to access High Quality Programs
      Provide childcare scholarships to cover the differential between School Readiness (SR) and market rate to approximately 125 children attending up to six (6) selected 3, 4 and 5 -Star rated childcare centers. The amount of the scholarship for the family will be based on the age of the School Readiness (SR) child and the type of scholarship provided. These scholarships cover the differential between the school readiness reimbursement rate and the actual market rate charged by the provider so that children can remain in high quality child care programs at no cost to parents, and providers have their full revenue to maintain higher standards for service provision. While receiving funding, these programs are required to begin the process for or maintain a national accreditation as recognition of their commitment to provide the highest quality of instruction and care and support family engagement. KHA will give final approval of the programs selected.
   b. Foster Care (BG1-13) Family Scholarships
      Provide childcare scholarships to foster care families. The amount of the scholarship for the family will be based on the age of the School Readiness (SR) child and the type of scholarship provided.
   c. Scholarships for "Ineligible" Families
      Provide childcare to ineligible families while a parent completes verifiable steps toward employment and eligibility for school readiness funding. These steps can include obtaining a GED or completing a job training program. This funding can also bridge a period of ineligibility for a family that was previously eligible.
   d. Post-VPK "Summer" Scholarships
      Provide Post-VPK summer scholarships to non-school readiness children for the opportunity to remain in a learning program during the summer until kindergarten begins. Ongoing instruction prevents "summer learning loss" and supports higher Kindergarten readiness outcomes.
   e. Incentive Scholarships for Programs in the Accreditation Initiative
      Participants in the active cohort of KHA's Accreditation Academy Initiative will receive additional scholarship enhancement up to 20% of the school readiness rating, upon completing work and meeting benchmark measures in the process of becoming accredited in a national early childhood organization identified by the State of Florida Gold Seal program.

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Family Engagement

1. **Communities of High Need** – Support outreach to unserved or underserved children and families living in up to five (5) ~~specific~~ communities of high need. This outreach is to increase the tools parents have to support their child's healthy development and school readiness, to promote literacy in the family, and to show the value of a child's attendance at a high-quality childcare program.
   Activities will be offered in communities at least twice a year, and can include:
   a. Parent/child activity sessions around literacy and language development
   b. Offering Parent Empowerment Workshops and/or Parent Cafes'.
   c. Partnering with other community resources to meet family needs and to support and strengthen family protective factors including resilience, social connections, knowledge of parenting, economic essentials, and social and emotional competence.
   d. Providing parent education on child development and learning while promoting participation in VPK and building relationships with local high-quality childcare programs.
   e. Planning and promoting special events and activities for parents only, such as Healthy Heart, Nutrition, Mental Health, Help Me Grow, and Father Engagement.
   f. Supporting social events to help families build "community", such as holiday activities or other family events.
2. **Child Care Centers** – Up to six (6) childcare programs receiving enhancement funding will be supported in providing services to families and outreach to the community. Programs will hold at least three family engagement, outreach, or education activities during the year.
   Activities a program can offer for family engagement include:
   a. Providing a Parent Café (virtual or face-to-face) and hosting parenting discussions based on protective factors to promote positive parent-child relationships and healthy family dynamics.
   b. Provide a Parent Empowerment Workshop (virtual or face-to-face) – on Literacy and Child Development
   c. Supporting the center in providing a Kindergarten transition activity for families to begin building relationships with local elementary schools.
   d. Meet the family engagement requirements of a national accreditation as the program achieves or maintains this recognition of a commitment to provide families and children with the highest quality of instruction, child care, and support.
   e. Planning a Father/Male engagement activity that promotes male involvement in the child's learning and development, and fosters positive father-child relationships.
   f. Maintaining and/or strengthening a parent/child lending library to promote reading and learning at home.

Developmental Health and Inclusion

1. Ages & Stages Questionnaires: Social Emotional-2 (ASQ: SE-2) or autism screenings will be conducted with the children by the families in up to five (5) childcare programs receiving enhancement funding.
2. Help Me Grow will conduct at least 1 "Books, Balls, and Blocks" screening event (virtual or in-person).
3. Each teacher in the childcare enhancement program will receive social/emotional materials to encourage positive social-emotional learning in the classroom."
4. Calm Classroom will be a required training for each classroom.

Workforce Development

Episcopal Children's Services, Lutheran Services Florida, and other appropriate agencies will provide professional development such as in-classroom coaching, onsite training, and other services that support the goal of improving program quality, for up to 100 early learning childcare centers and family childcare homes. The priority in allocating

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resources and service provision shall be programs in "high opportunity" neighborhoods and those with a high percentage of school readiness children. All providers must have a program assessment conducted and meet the contract minimum threshold prior to executing a School Readiness Contract. The provider must receive a minimum program assessment composite score of 4.00 to participate in School Readiness Program.

Episcopal Children's Services, Lutheran Services Florida, and other appropriate agencies will work to strengthen the programs in six key areas:

1. Director Leadership
2. CLASS Standards
3. Curriculum Implementation
4. Classroom Environment
5. Family Support
6. Kindergarten Transition

Activities will include:

1. Director Leadership:
    a. The Early Learning Specialists (ELS) will invite directors and owners to attend an informational meeting, schedule regular visits, conduct side-by-side CLASS observations, and model during feedback sessions to strengthen leadership skills and knowledge of the CLASS tool.
    b. The ELS will create and facilitate Communities of Practice (CoP) sessions with topics focused on leadership skills and implementation of the CLASS tool.
    c. The ELS will offer in-person and virtual director support.
    2. CLASS Standards:
    a. All Early Learning Specialists (ELS) will maintain CLASS certifications for infant, toddler, and pre-k ages.
    b. In newly acquired centers, the ELS will begin by completing 20-minute cycles to establish a baseline of classroom practices to be used to discover strengths and areas for growth in coached classrooms.
    c. The ELS will continue to work with established center teachers and leaders on previously agreed-upon areas of CLASS.
    d. The ELS will create and facilitate Communities of Practice (CoP) sessions that build on CLASS practices.
    e. The ELS will offer in-person and virtual teacher support.
    3. Curriculum Implementation:
    a. The Early Learning Specialists (ELS) will provide support on curriculum implementation along with offering CoP sessions which will include how to integrate early learning standards in lesson planning.
    b. The ELS will provide curriculum support from an adopted curriculum to classroom teachers.
    4. Classroom Environment
    a. The Early Learning Specialists (ELS) will provide support in creating an optimal learning environment.
    b. The ELS will also support classroom practices for a healthy learning environment including steps to reduce the spread of infection and COVID-19.
    c. The ELS will support teachers in using Conscious Discipline or other models of positive guidance that focus on a child's emotional well-being and their ability for self-regulation.
5. Family Support
    a. The ELS will continue to partner with the DCPS Parent Academy and other parent education models to offer virtual or face-to-face parent classes and events.

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b. Early Learning Specialists (ELS) will provide family resources for learning leaders and teachers to share with families to encourage family engagement within the centers.

6. Kindergarten Transition
   a. The Early Learning Specialists (ELS) will connect centers with necessary print and community resources related to kindergarten transition.
   b. The ELS will offer support for planned parent meetings, transition support events, and trainings.
   c. The ELS will provide all transitioning VPK families with a storybook and resources to help with the kindergarten transition.

Reach Out & Read

Reach Out and Read aims to reach underserved communities and provide access to quality books for young children. This project will support their ongoing work with participating clinics in Duval County, expand the model to serve all children beginning at birth, provide extensive technical assistance and training to program staff, and ensure that clinics have a book distribution rate of at least 85% across all sites to achieve high fidelity of the program model. Reach Out & Read will continue to support nine active medical sites in Duval County, that incorporate Reach Out and Read into their well-child visits. At these sites, they serve an average of 6,160 well-child visits per year. Reach Out & Read will be working towards expanding operations in Duval County and forming a partnership with Angel Kids Pediatrics to integrate their 9 clinics into the Reach Out and Read network. Reach Out and Read will:

1. Provide technical assistance and direct program support for providers and admin staff.
2. Provide training for medical providers and admin staff.
3. Provide program evaluation and assessment.

Outcomes and Measures:

The Early Learning Coalition of Duval will track data monthly on the number of children receiving scholarships, the number of children enrolled in the classrooms where teachers are receiving coaching support to improve the quality of their instruction and interactions, parent participation in family engagement activities and the number of children receiving social and emotional screenings. The ELC of Duval will track bi-annually the number of children participating in Reach Out & Read, the number of books distributed, and the demographics of the patient population served. The ELC of Duval will submit data into SAMIS and provide quarterly program reports. Quarterly reimbursement requests to the Kids Hope Alliance are supported by the SAMIS data and quarterly reports. The service provider will present reports in KHA board meetings upon request.

Overall Service Provision
An annual Customer Satisfaction survey will show eighty-five percent (85%) of families, providers and teachers rate the KHA-funded services or supports provided by the ELC or its contracted agencies as "highly effective" or "excellent".
Scholarships for Families:
Eighty percent (80%) of scholarships from Child Care Match funds will be provided to families in designated zip codes.
Ninety percent (90%) of the Child Care Enhancement scholarship funding will be provided to families in designated zip codes.
Family Engagement:
Eighty percent (80%) of the communities and programs supported under the Child Care Enhancement funding will offer at least three different family engagement activities during the year.
A hundred percent (100%) of the child care programs receiving Enhanced "Gap" Scholarships will receive assistance in meeting the family engagement requirements of the national accreditation they are obtaining

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or of their existing accreditation while receiving funding.
Help Me Grow
Seventy-five percent (75%) of children receiving a referral from a Help Me Grow or autism screening will access services.
Program Quality & Workforce Development:
Seventy-five percent (75%) of the Workforce Development Providers currently participating in the Guiding Stars (GS) of Duval Quality Rating and Improvement System will complete the star rating tool with a CLASS composite score of 4.0 or higher needed to qualify for a 3, 4 or 5-star rating. (CLASS, DL, CE)
Ninety percent (90%) of teachers receiving support will show improvement in the quality of their interactions and instructional skills as measured by the Infant, Toddler, and Pre-K Classroom Assessment Scoring System tools and center composite scores.
Eighty percent (80%) of the school readiness directors and/or owners being served participate in coaching, small and large group training sessions, and communities of practice experiences.
Reach Out & Read
Ninety percent (90%) of the participating clinics will have a book distribution rate of at least eighty-five (85%) across all sites to achieve high fidelity of the program model.
Eighty percent (80%) of participating clinics will be classified in the Average Program Implementation or Strong Program Implementation categories on the annual Site Quality Classifications.