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SINGLE SOURCE AWARD **BID # SS-14790-24**

Subject: PROGRAMMING IMPACT ANALYST BETWEEN KHA AND DCPS

Department: Kids Hope Alliance

Description of Purchase: Recommend approval to retroact the period of service from October 1, 2023 through date of award.

Recommend approval of single source award to NLP Logix, LLC for Statistical Analysis of KHA Programming using academic data from Duval County Public School (DCPS). This will be year four (4) of the study based on the Interagency and Data Sharing MOU between the two agencies where NLP Logix, LLC is the agreed 3rd party data science vendor for the analysis. The analysis and supporting tools are necessary to determine the efficacy of KHA funded programs and required educational research to DCPS for OST programming. Period of service is from date of award through June 30, 2024. Total not to exceed expenditure amount is $135,450.00.

Funding Source: 10901.181005.531090.000000.00000000.00000.0000000

Single Source Award To: NLP Logix, LLC

Price Justification: See Attached

Total Award: $135,450.00 **Requisition #:** KHOD-500674-24

Attachments: Recommendation Memo, Single Source Form, Inter-Agency MOU, Statement of Work

Certification as to Single Source: Saralyn Grass, CEO, Kids Hope Alliance

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Olive Wallace-Cohen

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

MEMORANDUM

TO: Dustin Freeman, Chief of Procurement

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

Kenneth Darity, Chief Programs Officer

SUBJECT: Request for a Single Source award for NLP Logix, LLC, Programming Impact Analysis -- $135,450.00

DATE: October 11, 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 approval of the following:

1) Request for a Single Source award for NLP Logix, LLC for Programming Impact Analysis as per the attached Statement of Work in the amount of $135,450.00 for the period of October 1, 2023 through June 30, 2024. This will be year 4 of the study based on the Interagency and Data Sharing MOU (attached) between KHA and DCPS where NLP Logix, LLC is the agreed 3rd party data science vendor for the analysis.

   Statistical analysis of KHA programming using academic data from DCPS to include descriptive statistics, bivariate analysis comparing students who attended KHA programming with comparative groups (ReadJax Impact Analysis, Tableau Dashboard highlighting impacts, OST Analysis, Budget Book). The analysis and supporting tools are necessary to determine the efficacy of our funded programs and required educational research to DCPS for OST programming.

Upon approval of this request a Purchase Order will be executed by the City of Jacksonville Procurement Department.

Fund	Center	Account	Project	Activity	Interfund	Future
10901	181005	531090	000000	00000000	00000	0000000

Total Funding: **$135,450.00**

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

Attachment(s): Interagency and Data Sharing MOU dated 12/1/2020
Statement of Work dated 8/17/2023
Single Source Justification

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

JUSTIFICATION FOR SINGLE SOURCE (JSS)	
Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.	
1. Requesting Agency:	Kids Hope Alliance
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the City need these particular goods or services?***	Statistical analysis of Kids Hope Alliance programming using academic data from DCPS to include descriptive statistics, bivariate analysis comparing students who attended KHA programming with comparative groups. ReadJax Impact Analysis, Tableau Dashboard highlighting impacts, OST Analysis, Budget Book. The analysis and supporting tools are necessary to determine the efficacy of our funded programs and required educational research to DCPS for OST programming.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	This will be year 3 of the study based on our Data Sharing MOU with DCPS where NLP Logix is the agreed 3rd party data science vendor for the analysis.
4. Date of Request	10/01/2023

5. ***Summary of Market Research***
   - DCPS has approved NLP Logix as the authorized data science research vendor through the Data Sharing Agreement and through the Institutional Review Board (IRB). No other organization can conduct the research under this agreement and protocol. Market research was conducted prior to the signing of the DSA and NLP was found to be best suited for the 3 year study in terms of expertise, local and cost..

6. ***Other Documentation (Check and attach all that apply) Webauthor Quote, Webauthor letter.***
   - NLP Scope/Quote document
   - Procurement Request Form

Sacalyn Grass

INTERAGENCY AND DATA SHARING
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into effective December 1, 2020 (the "Effective Date"), and is by and between The School Board of Duval County, Florida, a body politic and corporate (the "District"), and Kids Hope Alliance ("KHA") (the District and KHA are sometimes referred to as a "Party" or the "Parties").

WHEREAS, Section 1, Article IX of the Constitution of the State of Florida (the "Florida Constitution") provides that "[t]he education of children is a fundamental value of the people of the State of Florida" and establishes a "paramount duty of the state to make adequate provision for the education of all children residing within its borders;" and

WHEREAS, Section 4, Article IX, Florida Constitution, provides that the school districts are established to "operate, control and supervise all free public schools within the school district" so as to provide the high quality education guaranteed to the children of the State of Florida by Article IX, Florida Constitution; and

WHEREAS, the KHA has been established pursuant to the City of Jacksonville Ordinance 2017-563-3, to provide a continuum of services for the City's children, youth and families in Duval County, Florida; and

WHEREAS, the District has been established to provide the high quality system of free public schools for Duval County required by the Florida Constitution
and

WHEREAS, it is necessary and appropriate that KHA and the District collaborate and coordinate with one another in the best interest of quality education for all children residing in Duval County, and

WHEREAS, to improve and assure the delivery of high quality education K-12, it is necessary for the District and KHA to study student afterschool programs as a form of student aid and improvement of student instruction so as to determine the impact of those programs on student performance K-12 and to identify improvements and alignment of a high quality K-12 education system; and

WHEREAS, to improve and assure the delivery of the highest quality education, it is necessary for KHA to study student data for grades K through 12 so as to determine the efficacy and benefits of various afterschool programs and interventions and to identify improvements and alignment of a high quality system of K-12 education; and

WHEREAS, it is essential to carrying out the education purposes of the Florida Constitution, that KHA and the District collaborate in performing studies and sharing the result of studies and assessments of student progress so as to identify areas in need of improvement and best practices so as to assure the delivery of a high quality education of children; and

WHEREAS, it is expressly provided under the provisions of the Family Educational and Privacy Rights Act ("FERPA") that school systems and local organizations such as the District and KHA, respectively, share and disclose to one another personally identifiable information ("PII") set forth in student education records for the purpose of KHA conducting studies in order to provide for the administration and continuous improvement of student aid and student instruction programs in the form of afterschool and out-of-school-time programming publicly funded through the KHA.

NOW, THEREFORE, the parties hereto enter into this MOU to carry out the aforestated purposes and to assure the protection and confidentiality of student records as provided by FERPA and Florida law.

In consideration of the mutual covenants embodied herein and other valuable considerations, the Parties to this MOU mutually agree as follows:

1. Recitals. The Parties agree that the foregoing recitals are true and correct and that each recital is incorporated herein by reference.

2. Purpose of the MOU. The purpose of this MOU is to provide for the Parties' sharing of certain respective PII from student education records, pursuant to s. 34 CFR 99.31(a)(6), in order that the KHA may conduct a study or studies for the purpose the administration and continuous improvement of student aid and student instruction in the form of afterschool and or out-of-school-time programs for grades K-12. Each Party will designate a representative responsible for the oversight and implementation of this MOU, and each Party agrees to disseminate this MOU to appropriate personnel in each Party's agency and to provide training and technical assistance in the implementation of the MOU

3. Scope of the MOU; PII to be Disclosed. Attached hereto as Exhibit A, and incorporated herein by this reference, is the scope of the study. Exhibit A sets forth the PII to be disclosed and provides for the general format of reporting to be shared in order to implement the purpose of this MOU. In order to support continued collaboration, each Party's authorized representative(s) will meet at least twice annually to share and review interim information and review KHA's final annual written report, which is due no later than December 31 of each year, and Parties may appoint workgroups consisting of authorized representatives to meet on an as-needed basis. Areas of work shall specifically include but not be limited to the programs identified in Exhibit A.

4. Information Sharing; Student Records.

a. With respect to information sharing set forth in Exhibit A, the Parties agree to the following:

1) To promote to the fullest extent permissible and in compliance with federal law and Florida Statutes (including but not limited Sections 1002.22, Florida

Statutes, and FERPA codified at 20 U.S.C. 1232g and its regulations codified at 34 CFR part 99) regarding the sharing of PII in student education records and information relevant to the purpose of this MOU.

2) That for purposes of this MOU, each Party shall function as an agent of the other Party with regard to accessing student record information necessary for each Party's performance of its program and alignment of the programs to facilitate improving instruction and quality education. Each Party agrees to the following conditions, as required by 20 U.S.C. section 1232g and 34 C.F.R. section 99.31 (FERPA): (a) Each Party is performing a service or function for which the other Party would otherwise use its employees; (2) Each Party is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) each Party is subject to the requirements of 34 C.F.R. section 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

3) That each Party shall use the PII received from the other Party in partnership in the legitimate educational interest of evaluating, developing and improving student aid and student instruction in the form of afterschool programming to District students, by reviewing the PII to identify best practices and effects on student outcomes, which students need supports and to modify those supports in response to data, aligned with the requirements listed in 34 C.F.R. section 99.31 of FERPA. Each Party understands and agrees that the use of the PII shall only be for the express purposes set forth in this MOU, and no other use is authorized.

b. With respect to PII within the student education records to be shared pursuant to the terms of this MOU, each Party to this MOU agrees to protect the rights of students and clients with respect to records created, maintained, and used by each Party in accordance with state and federal law. It is intended that parents/guardians, students and clients have the rights of access, challenge and privacy with respect to educational records and reports, and that there shall be strict adherence to all applicable laws and regulations pertaining to those rights. To effectuate compliance with legal requirements, the Parties agree to the following regarding the student information to be shared pursuant to this MOU:

1) The Parties hereby agree to share electronic student PII across systems, in full compliance with state and federal confidentiality requirements, particularly FERPA, for purposes of each Party's educational studies and for the improvement of student aid and student instruction in the form of afterschool programs to support student education.

2) The Parties acknowledge that, during the term of this MOU, confidential information of a special and unique nature will be disclosed to each other. Each Party will protect confidential information received from the other Party in a manner that will not permit the personal identification of a child or his or her parent, including foster parent, by persons other than those authorized

to receive the records, and each Party shall protect the confidential information from unauthorized access, use or re-disclosure.

3) Each Party shall establish a mutually agreed upon limitation regarding the number of users with access to the student information, it being understood that each Party's authorized personnel (whether paid or non-paid staff) must be under the direct control of the Party with respect to the use and maintenance of the records to be disclosed pursuant to this MOU. Each Party shall deliver in writing its respective authorized representative(s), each of whom shall be only those person(s) who need the confidential information to perform their official duties in connection with the uses of the data authorized in this MOU and each Party's authorized representative(s) (whether paid or non-paid staff) must be under the direct control of the Party with respect to the use and maintenance of the records to be disclosed pursuant to this MOU.

4) Any use, disclosure, or re-disclosure of the confidential information provided by each Party to the other Party not expressly permitted by this MOU is unauthorized and prohibited. Each Party must ensure that their respective authorized personnel are informed about and aware of the prohibitions regarding the use, disclosure, and re-disclosure of any confidential information provided pursuant to this MOU. Notwithstanding the terms of this section, either Party may disclose confidential information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing Party must provide the other Party prompt notice of the order and at the other Party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

5) Each Party shall take all steps necessary to safeguard the confidentiality of the data received. Each Party must develop, implement, maintain and use reasonable and appropriate administrative and internal controls, and technical and physical security measures to preserve the confidentiality, integrity, and availability of all data electronically maintained, used, stored, or transmitted pursuant to this MOU to include password protected files retained exclusively in a secure access directory under the authority of the City of Jacksonville's (COJ) Information Technology Department's (ITD) network security control team. Access will be limited to the defined authorized KHA employees. Due to the confidential nature of the PII student records, these files will not be eligible for public records requests and will be destroyed within one hundred eighty (180) days or less of the termination or expiration of this MOU, whichever occurs first except to the extent required to be maintained in order for a Party to comply with Florida laws relating to public records. The electronic transmission of the files between the District and KHA will be accomplished through the COJ's Secure FTP Server system known as Serv-U utilizing the Serv-U automatic time delayed deletion of transmitted files.

6) Each Party represents to the other Party that each Party: (a) will take appropriate measures to bind each authorized representative of such Party to the

requirements of this MOU, and (b) has adopted appropriate disciplinary policies for any of each Party's respective authorized employees who may violate the requirements set forth in this MOU (including, in appropriate circumstances, termination of employment).

7) The confidential information of either Party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that Party. Neither Party shall possess nor assert any lien or other right against or to confidential information of the other Party.

8) Each Party agrees to report in writing within two (2) business days to the other Party any use, disclosure, or re-disclosure of confidential information not authorized by this MOU. Such report must identify: (i) the nature of the unauthorized use, disclosure, or re-disclosure; (ii) the data used, disclosed, or re-disclosed; (iii) the person or entity, if known, who made the unauthorized use or received the unauthorized disclosure, or re-disclosure; (iv) what the reporting Party has done or will do to notify affected persons and to mitigate any deleterious effect of the unauthorized use, disclosure, or re-disclosure; and (v) what corrective action the Party has taken or will take to prevent future similar unauthorized use, disclosure, or re-disclosure.

9) KHA agrees that the District shall have the right to review, prior to KHA publishing any report or findings related to the study, in order for the District to verify proper techniques are used to avoid any authorized disclosure of PII (it being understood that the PII of students and parents/guardians are to be shared with each Party's authorized representative(s) for the limited purpose of conducting the study pursuant to this MOU, but that results of the study shall not be published in any manner that violates the privacy or confidentiality of the parents and students involved).

10) Pursuant to section 34 CFR 99.32, the District shall maintain a record of each KHA request for access to and each disclosure of PII to KHA pursuant to this MOU. The District will maintain this record with the education records of each student as long as the records are maintained, and the District will make such record available in response to a parent's or eligible student's request to review the record. For each disclosure, the District's record must include KHA as receiving the PII, and the legitimate interest of KHA in obtaining the PII from the education records.

11) Upon the expiration or termination of this MOU, each Party shall, within one hundred eighty (180) days, destroy any and all records containing PII received from the other Party except to the extent required to be maintained in order for a Party to comply with Florida laws relating to public records. Each Party shall send written notice to the other Party confirming this requirement has been achieved. This covenant shall survive the expiration or termination of this MOU.

5. Term; Renewals. The term of this MOU commences on the Effective

Date and expires June 30, 2021. Notwithstanding the foregoing, the Parties agree that the term of this MOU shall be automatically renewed and extended for three (3) additional one year renewal periods (with the last potential renewal expiring June 30, 2024), unless either Party provides ninety (90) days written notice to the other Party to terminate this MOU, with such termination date to be effective in ninety (90) days or such subsequent date specified in the notice. If this MOU is terminated for convenience as provided herein, both Parties will be relieved of all obligations under this MOU except for those obligations that expressly survive the expiration or termination of this MOU.

6. Default. In addition to the termination for convenience provisions set forth in section 5 above, this MOU may be terminated upon an uncured event of default. Upon an event of default, the non-breaching Party shall send written notice to the breaching Party specifying the default. The breaching Party shall have ten (10) days to cure the default, and if the default cannot reasonably be cured within ten (10) days, the breaching Party shall initiate and diligently pursue the cure of the default until completion within thirty (30) days. If the default is not cured, then the non-breaching Party may immediately terminate this MOU upon written notice take such other action as may be necessary and appropriate to protect the interests of the affected parties.

7. No Fees. Neither Party shall be responsible for the payment of fees or expenses to the other Party for the performance of this MOU; it being understood that each Party shall be responsible for payment of its own respective costs (if any) to implement the provisions of this MOU.

8. Indemnification; Insurance. Subject to the limitations of §768.28, Florida Statutes, the District agrees to indemnify and hold harmless KHA from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the District arising out of or in connection with the provisions of this MOU. Subject to the limitations of §768.28, Florida Statutes, KHA agrees to indemnify and hold harmless the District from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of KHA arising out of or in connection with the provisions of this MOU. Nothing herein shall be constructed to extend either Party's liability beyond that provided in §768.28, Florida Statutes. Each Party certifies that it is self-insured pursuant to the provisions of §768.28(16), Florida Statutes, for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Each Party shall insure that the other Party receives immediate notification of reduction in or cancellation of coverage.). If KHA utilizes the services of any private entity subcontractors, then KHA shall ensure that its subcontractor indemnifies and holds harmless the District and its subcontractor has the types and levels of insurance according to the requirements of Exhibit B, and such subcontractor shall provide immediate notice to the District in the event of any cancellation or reduction of coverage.

9. Background Checks. All District and KHA employees, appointees, or agents who come into contact with students as part of the MOU must submit a background check, in a manner prescribed by District (including compliance with sections 1012.315 and

1012.467, Florida Statutes). Any non-District personnel associated with the MOU and who may come into contact with students as part of the MOU will be screened at KHA's expense. KHA shall not permit persons to have contact with any students if any such person does not meet the standards under Florida law and District hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this MOU.

10. No Third Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by a third parties in any manner arising out of this MOU.

11. Non-Discrimination. Each Party represents and warrants to the other Party that such Party does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with such Party's respective performance under the MOU on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Each Party further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the MOU.

12. Records. Each Party shall maintain its own respective records and documents associated with this MOU in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law. Each Party shall comply with confidentiality requirements pursuant to Federal and State law including but not limited to applicable sections of the Health Insurance Portability and Accountability Act (HIPAA) and FERPA. With respect to public records laws, each Party understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, KHA agrees to:

a. Keep and maintain public records required by the District in order to perform the service.

b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statues or as otherwise provided by law.

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 MOU term and following completion of the MOU if KHA does not transfer the records to the District.

d. Upon completion of the MOU, transfer, at no cost, to the District all public records in possession of KHA or keep and maintain public records required by the District to perform the service. If KHA transfers all public records to the District upon completion of the MOU, KHA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If KHA keeps and maintains public records upon completion of the MOU, KHA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF KHA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO KHA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.

13. Inspection; Audit. Each Party has the right and at its own expense, upon prior reasonable notice to the other Party, to conduct an inspection or an audit of the other Party's policies, procedures, practices, and systems, related to the implementation of this MOU.

14. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this MOU that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

15. Amendments. This MOU will be reviewed annually, and either Party may request amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each Party hereto.

16. Preparation of MOU. The Parties acknowledge that they have each sought and obtained advice and counsel as was necessary to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

17. Waiver. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this MOU and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this MOU shall not be deemed a waiver of such provision or modification of this MOU. A waiver of any breach of a provision of this MOU shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this MOU.

18. Compliance with Laws. Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.

19. Governing Law; Venue. This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and federal law. Any controversy or legal problems arising out of this MOU and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive venue and jurisdiction of Duval County, Florida.

20. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the MOU, by way of example only, the indemnification and confidentiality provisions, shall survive the expiration, cancellation or termination of the MOU.

21. Binding Effect. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

22. Assignment. Neither this MOU nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party, which consent may be withheld in the Party's sole and absolute discretion.

23. Subcontractors. If KHA is permitted to subcontract any of the work set forth in the MOU, then KHA shall ensure that each subcontractor complies with all provisions of the MOU. KHA will remain liable for the acts and omissions of such subcontractor(s) and the proper performance of services set forth in the MOU. It is the policy of the District that directly negotiated contracted services authorized by District Policy 7.41 shall not be brokered. Specifically, KHA must perform at least fifty percent (50%) of the services to be provided to the District in lieu of said services being provided by any subcontractor(s). Inasmuch as this MOU is authorized by the District to be signed pursuant to Policy 7.41,

KHA represents and warrants to the District that at least fifty percent (50%) of the services to be provided under this MOU will be provided directly by KHA.

24. Employment Eligibility. To the extent applicable, each Party will comply with each Party's respective requirements set forth in section 448.095, Florida Statutes (effective January 1, 2021).

25. Force Majeure. Neither Party shall be obligated to perform any duty, requirement or obligation under this MOU if such performance is prevented by fire, hurricane, tornado, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes or other labor disputes, riot or civil commotion's, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense.

26. Severability. In case any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalid, illegal, unlawful, unenforceable or void nature of that provision shall not affect any other provision and this MOU shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

27. Notices; Agency Administrator. Every notice, approval, consent or other communication authorized or required by this MOU shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other Party at its address provided below or such other address as either Party may designate by notice from time to time in accordance herewith:

If to KHA
Mike Weinstein, CEO
1095 A. Phillip Randolph
Jacksonville, FL 32206
Phone: (904) 255-4477

With copy to:
Saralynn Grass, Ed.D., CP
1095 A. Phillip Randolph
Jacksonville, FL 32206
Phone: (904) 255-4404

If to District:
The School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Phone: (904) 390-2115
Attn: Dr. Diana Greene, Superintendent

With copy to:
Office of General Counsel
c/o 1701 Prudential Drive
Room 340
Jacksonville, FL 32207
Phone: (904) 390-2032

Notwithstanding the foregoing, the Parties agree that all communications relating to the day-to-day activities shall be exchanged promptly in writing between the respective representatives of the District and KHA. Once so designated, each Party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the MOU, as well as the process for routine or administrative communications. The Parties shall also reasonably cooperate as to the development (including content and format) of the reports to be provided as set forth in

this MOU.

Duval County Public Schools
Attn: Jason Bloom
4037 Boulevard Center Dr
Jacksonville, FL 32207
(904) 348-5760

28. Captions. The captions, section numbers, article numbers, title and headings in this MOU are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.

29. Authority. Each person signing this MOU on behalf of each Party individually warrants that he or she has full legal power to execute this MOU on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this MOU.

30. No Gifts or Contingent Fees. Each Party warrants to the other Party that neither Party has employed or retained any company or person, other than a bona fide employee working solely for such Party, to solicit or secure the MOU, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for such Party, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the MOU. For the breach or violation of these provisions, the non-breaching Party shall have the right to terminate the MOU without liability.

31. Disclosure of Employment of Former District Employees. Pursuant to District Policy all contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the contractor, and who within the last two (2) years, have been or are employees of the District. And all contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the MOU, KHA certifies to the District that there are no names to disclose to the District pursuant to this section.

32. Publicity. Neither Party shall use the other Party's name, logo or other likeness in any public event, press release, marketing materials or other public announcement, nor host nor stage events at the other Party's location(s), without receiving the other Party's prior written approval.

33. Facsimile/Counterpart Signatures. This MOU may be signed via facsimile

signature and counterpart signatures, the facsimiles and counterparts of which, when taken together, shall be deemed to constitute an entire and original MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives.

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Dr. Diana Greene,
Superintendent of Schools and
Ex-Officio Secretary to the Board

Form Approved:

By: Karen M. Chastain
Office of General Counsel

By: *[Signature not required per Board Policy 7.41]*
Elizabeth Andersen, Chairman

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*

By: _____
Michael Weinstein,
Chief Executive Officer

Form Approved:

_____
Office of General Counsel

EXHIBIT A
SCOPE OF STUDY, AND PII TO BE DISCLOSED

Purpose of Study: The purpose of the study is to determine the impact of student afterschool programs as a form of efficacious student aid and student instruction, and to support continuous improvement of those programs to provide positive academic support and enrichment opportunities for District students through out-of-school time programs through the City of Jacksonville and facilitated by KHA.

To carry out a statistically valid analysis to assess the academic, behavioral and school attendance outcome of students K-12 who participate in KHA funded afterschool programs as a means to identify successful or unsuccessful strategies, performance measures and other relevant factors of student aid and student instruction assistance in the form of afterschool programs so as to provide and improve performance and enrichment opportunities of participating students through the delivery of services funded through KHA.

For purposes of the study, a student will be deemed to have participated in KHA funded afterschool programs if the student attends at least one full session of a KHA funded afterschool program.

Information to be Shared: KHA will provide the District file containing the name, date of birth, gender and student identification number and the afterschool program site location of District students participating in KHA funded afterschool programs for the purpose of receiving from the District a data file or files with the academic, behavioral and school attendance records appended or merged to the original KHA file or other format as is convenient for the District in order that the parties may study and assess performance of students at the afterschool program site level. The specific personally identifiable student information to be shared pursuant to this MOU is as follows for the current or most recent school year and the preceding year when applicable to allow for a year to year analysis. It is understood that some data fields such as GPA will not be applicable to all grade levels of participants:

1. District Student ID
2. Last Name
3. First Name
4. Middle Initial
5. Gender
6. Race
7. Ethnicity Hispanic or Latin
8. Birthdate
9. Grade Level
10. School Name
11. School Number

12. ESE
13. ELL
14. School Year
15. Calculated GPA
16. Cumulative Credits
17. Free Reduced Meals Code
18. IEP EP Service Plan Date
19. IEP Expiration Date
20. Current School Matrix
21. Infraction Class (Class I, II or III)
22. Infraction Code (3 digit referral code)
23. Infraction Location (3 character abbreviation for infraction location)
24. Referral Count/Number of Referrals
25. Monthly Attendance Rates (Daily Attendance Rates by Month)
26. Present/Attendance count (days)
27. Absent count (days)
28. Rate (Days Present/Total Days)
29. Test Code (IRD, ACH, FSA, etc.)
30. Test Date
31. Test Name (e.g., iReady, Reading or Math, Achieve 3000, FSA)
32. Test Component Code (DX, DV, C5, RI, RK, etc.)
33. AI Score
34. SS Score
35. RS Score
36. LX Score
37. PA Score
38. TS Score
39. DS Score
40. Alpha Score
41. FY Grade
42. Course Number
43. Course Name
44. S1 Grade
45. S2 Grade
46. Q1 Grade

Comparative Analysis Data

For the purpose of comparing District students that participate in KHA funded afterschool programs with their peers of similar demographic backgrounds that are not participating in the funded afterschool programs, the following de-identified or aggregate data is necessary to perform a non-biased analysis.

Where possible, de-identified data in the same format and for the same fields listed in Exhibit A will be chosen by the District's Research department to perform program comparative site analysis

Aggregated Data Needs

1. School population of schools where de-identified student data is included.
2. Average School Attendance (mean number of days attended)
3. ADA on days enrolled
4. Median school attendance (median number of days attended)
5. Percent of students with 10 or more absences
6. Percent of students with 21 or more absences
7. Promotion rate for the most recent school year
8. Promotion rate for the school year preceding the most recent school year
9. Average minor school conduct offenses (Level 1)
10. Median minor school conduct offenses (Level 1)
11. Average intermediate school conduct offenses (Level 2)
12. Median intermediate school conduct offenses (Level 2)
13. Average major school conduct offenses (Level 3 and Level 4)
14. Median major school conduct offenses (Level 3 and Level 4)
15. Average school conduct offenses by grade level
16. Median school conduct offenses by grade level

Exhibit B
Insurance Requirements

A. Description of Contractor Required Insurance. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this MOU by the District (herein. "DCSB") and shall be maintained in force throughout the term of this MOU

1. Workers' Compensation/Employers' Liability The Workers' Compensation/Employers' Liability insurance provided by the Contractor shall conform to the requirements set forth herein.

(a) The Contractor's insurance shall cover the Contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-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 and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against DCSB, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCSB, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall be not less than:

$1,000,000 Each Accident

$1,000,000	Disease - Each Employee
$1,000,000	Disease - Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

(a) The Contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this MOU.

The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be not less than:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

(c) The Contractor shall include DCSB and the DCSB's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCSB and the DCSB's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this MOU, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The Contractor shall pay on behalf of DCSB or the DCSB's member,

official, officer or employee any such deductible or self-insured retention applicable to a claim against DCSB or the DCSB's member, official, officer or employee for which the DCSB or the DCSB's member, official, officer or employee is insured as an additional insured.

3. Professional Liability. The professional liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

(a) The professional liability insurance shall be on a form acceptable to the DCSB and shall apply to those claims which arise out of Services performed by or on behalf of the Contractor pursuant to this MOU which are first reported to the Contractor within four years after the expiration or termination of this MOU.

(b) If the insurance maintained by the Contractor also applies to services other than Services under this MOU, the limits of insurance maintained by the Contractor shall be not less than $1,000,000 per claim/annual aggregate. If the insurance maintained by the Contractor applies exclusively to the Services under this MOU, the limits of insurance maintained by the Contractor shall be not less than $1,000,000 per claim/annual aggregate.

(c) Except as otherwise specifically authorized in this MOU, the insurance may be subject to a deductible not to exceed $15,000 per claim.

(d) The Contractor shall maintain the professional liability insurance until the end of the term of this MOU. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this MOU which are reported to the Contractor or the insurer within four years after the expiration or termination of this MOU.

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this MOU by DCSB and shall be maintained in force throughout the term of this MOU. The Contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the Contractor shall furnish DCSB with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCSB, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of DCSB, identify this MOU, and provide that DCSB shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCSB on the Commercial General Liability insurance, the Contractor shall furnish DCSB with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCSB and the DCSB's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the Contractor as set forth in this MOU, the Contractor shall provide DCSB with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCSB, if requested by DCSB, the Contractor shall, within thirty (30) days after receipt of a written request from DCSB, provide DCSB with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this MOU.

C. Qualification of the Contractor's Insurers

1. Insurers providing the insurance required by this MOU for the Contractors must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this MOU, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure, the Contractor shall immediately notify DCSB and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to DCSB, the Contractor shall be in default of this MOU.

D. The Contractor's Insurance Primary and Non-Contributory. The insurance provided

by the Contractor pursuant to this MOU shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCSB or the DCSB's member, official, officer or employee.

E. The Contractor's Insurance as Additional Remedy. Compliance with the insurance requirements of this MOU shall not limit the liability of the Contractor, or its Subcontractors or Sub-subcontractors, employees or agents to DCSB or others. Any remedy provided to DCSB or the DCSB's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this MOU or otherwise.

F. No Waiver by DCSB Approval/Disapproval. Neither approval by DCSB nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by this MOU.

Kids Hope Alliance

Programming Impact Analysis

Statement of Work

08.17.2023

Prepared by: NLP Logix

NLP LOGIX
AI REALIZED

Statement of Work

Programming Impact Analysis

Prepared By:	Sarah Wong	**Request By:**	Rodger Belcher
Date Prepared:	08.17.2023	**Request Date:**	08.17.2023

Summary: The purpose of the SOW is to outline the scope, terms, and conditions for analysis into the impact of Kids Hope Alliance (KHA) Programming.

SUMMARY

SCOPE OF WORK

KHA Programing Impact Analysis

NLP Logix will provide KHA with a statistical Programing Impact Analysis of KHA programming to include teen/pre-teen, juvenile justice, summer camp, and after-school. Data from Kids Hope Alliance around KHA Programing will be combined with data from DCPS. The analysis will include descriptive statistics, a bivariate analysis comparing students who attended KHA Programming, and a comparative group. Work will be compiled using KHAs existing Institutional Review Board (IRB) with DCPS.

As part of the initial Programming Impact Analysis project, NLP Logix will create a Tableau Dashboard that includes teen/pre-teen, juvenile justice, summer camp, and after-school program data combined with data from DCPS. This Dashboard effort will be maintained and refreshed by NLP Logix as needed.

Deliverables

NLP Logix will deliver the following items at the end of this work effort:

- 2023-2024 Out-of-School Time Analysis Report
- Programming Impact Analysis by Goal for incorporation into the Budget Book
- Dashboard highlighting programming impact

ReadJax Programming Impact Analysis

NLP Logix will provide KHA with a statistical analytical reporting plan that includes program data unifying after-school and Literacy/Tutoring components.

As part of the Read Jax Programming Impact Analysis project, NLP Logix will create a Tableau Dashboard that includes unifying after-school and Literacy/Tutoring components. This Dashboard effort will be maintained and refreshed by NLP Logix as needed.

Deliverables

NLP Logix will deliver the following items at the end of this work effort:

- ReadJax Programming Impact Analysis Report with Graphic Designer
- Dashboard highlighting programming Impact

Report Design

Graphic design work for reports and Budget Book per year. Assumption: KHA will provide graphic images to be utilized. KHA will request a version for print, a website version, or both on a per-project basis.

PRICING

TIMING & PAYMENT TERMS

Project	Hours (Low)	Hours (High)	Rate	Cost (Low)	Cost (High)
PIA Out of School Report Analysis	61	91.5	$150	$ 9,150.00	$ 13,725.00
PIA Incorporated to Budget Book *	168	252	$150	$ 25,200.00	$ 37,800.00
PIA Dashboard	120	180	$150	$ 18,000.00	$ 27,000.00
ReadJax Analysis Reporting w/ Graphic Designer	192	288	$150	$ 28,800.00	$ 43,200.00
ReadJax Dashboard	61	91.5	$150	$ 9,150.00	$ 13,725.00
Total	602	903		$ 90,300	$ 135,450

- 30% of the total cost ($40,635) will be due upon SOW acceptance. Hours incurred beyond the deposit will be billed monthly thereafter with payment due net 15 from receipt of invoice.
- Hours to incorporate the Program Impact Analysis to the Budget Book will be supplemented with approximately 270 low hours – 283.5 high hours from Community Needs and Gap Analysis (NAGA2) Project.
- Any additional hours needed above the estimate will require pre-approval by KHA Leadership.

This work effort will begin October 1, 2023, ending on June 30, 2024.

This work effort is expected to take between 10 and 12 weeks to complete from the time we receive the data needed to conduct the analysis.

SUPPORT AND MAINTENANCE

NLP Logix will provide ongoing support and maintenance for the report, along with minor enhancements or modifications after final report delivery as requested by KHA. Support and Maintenance activities, including dashboard refreshes, will be billed at $150 per hour.

TERMS AND CONDITIONS

The signatures of the Parties below indicate an understanding in the purpose and content of this document by those signing it. By signing this document, you indicate that you approve of the proposed project scope outlined above and the terms of the "SOW Agreement" as stated in the appendix of this document.

NLP Logix	**Kids Hope Alliance**
Name: Fallon Gorman	Name: Rodger Belcher
Title: Chief Operations Officer	Title: Director of Innovation and Data Systems
Signature: _____	Signature: _____
Date: _____	Date: _____

APPENDIX

SOW AGREEMENT

This Statement of Work (SOW) Agreement ("**Agreement**"), dated as of the date on the signature page ("**Effective Date**"), is by and between NLP Logix, LLC, a Florida limited liability company ("**Service Provider**") and the undersigned customer ("**Customer**"). In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. **Services**. Service Provider shall provide to Customer the services ("**Services**") described in a scope of work ("**Scope of Work**") as described in the Statement of Work in the above document.

2. **Fees**. Customer shall pay the assessment fee set forth in the Statement of Work. The Fees are payable pursuant to the payment terms set forth in the Pricing section.

3. **Taxes**. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

4. **Limited Warranty and Limitation of Liability**.

A. THE SERVICES AND ALL RESULTS THEREOF ARE PROVIDED AS-IS. WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

B. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

C. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT IN THE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

5. **Term and Survival**.

A. This Agreement shall commence as of the Effective Date and shall continue thereafter until the Completion Date, as defined in the SOW ("Term").

B. The rights and obligations of the parties set forth in this Section 5.B and in Section 4 (Limited Warranty and Limitation of Liability), and any right or obligation of the parties in this Agreement which,

by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

6. **Miscellaneous**.

A. **Entire Agreement**. This Agreement, together with any Mutual Non-Disclosure Agreements between the parties dated, and any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

B. **Amendments**. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

C. **Assignment**. Customer shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 6.C shall be null and void. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of service provider's assets without customer's consent. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

D. **Relationship of the Parties**. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.