

**JACKSONVILLE CHILDREN'S COMMISSION
CONTRACT FOR CHILDREN'S SERVICES
BASICS Afterschool Program**

THIS JACKSONVILLE CHILDREN'S COMMISSION CONTRACT FOR CHILDREN'S SERVICES ("Agreement") is made and entered into in duplicate on this **1st** day of **July 2014** by and between the **JACKSONVILLE CHILDREN'S COMMISSION**, an autonomous board within the Executive Branch of the Consolidated Government for and on the behalf of the **CITY OF JACKSONVILLE**, a municipal corporation in Duval County, State of Florida (hereinafter referred to as the "*Commission*"), and **HOPE HAVEN ASSOCIATION, INCORPORATED.**, a non-profit Florida corporation with principal office located at **4600 Beach Boulevard, Jacksonville, FL 32207** (hereinafter referred to as the "*Provider*") for the **BASICS After School Program.**

RECITALS:

WHEREAS, pursuant to Section 51.104(c), *Ordinance Code*, the Commission is authorized to provide funding to agencies, in the City of Jacksonville, that are operated for the benefit of children, provided such agencies are not under the exclusive jurisdiction of the public school system; and

WHEREAS, pursuant to Section 51.104(j), *Ordinance Code*, the Commission is authorized to contract, on behalf of the City of Jacksonville with entities providing services for children; and

WHEREAS, the Provider desires to operate the BASICS After School Program (collectively the "*Programs*" or individually "*Program*") at each of the locations listed on **Exhibit A** (collectively the "*Sites*" or individually, "*Site*"); and

WHEREAS, the Provider submitted an Application for Funding ("*Application*") for each Program, copies of which are contained on file with the Commission and incorporated herein by this reference; and

WHEREAS, the Provider was recommended by the Commission to administer each Program; and

WHEREAS, pursuant to the authority and appropriation set forth in Annual Budget Ordinance No. 2013-464-E for Fiscal Year 2013-2014 and Annual Budget Ordinance for Fiscal 2014-2015, subject to approval by City Council (collectively, the "*Budget Ordinances*"), Section 51.104(j), *Ordinance Code*, and incorporated herein by reference, the Commission hereby engages the services of the Provider to perform the scope of services attached hereto as **Exhibit B** (the "*Services*") at the Facilities (as defined herein); and

NOW, THEREFORE, in consideration of the mutual premises and covenants, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
INCORPORATION OF RECITALS AND EXHIBITS**

1.1. The above Recitals are true and correct and, by this reference, are incorporated herein and made a part hereof.

1.2. The Exhibits attached to this Agreement are incorporated herein and made a part hereof.

**ARTICLE II
SERVICES TO BE PERFORMED**

2.1. The Provider must provide the Services in accordance with the budget contained in the Application for each Program attached hereto as **Exhibit C** (collectively, the “**Approved Program Budgets**”). The Service Period shall be as defined in Section 4.1 herein. Provider shall only be reimbursed for Services provided for each Program during the Service Period.

2.2. Provider agrees to do as follows:

a) To accept the funds provided by the Commission pursuant to the terms of this Agreement, the provisions of the Budget Ordinances and Parts 1-5, Chapter 118 of the *Ordinance Code* of the City of Jacksonville, as amended from time to time, a copy of which can be obtained by Provider online at <http://library.municode.com/>, and by this reference is made a part hereof and incorporated herein; such funds shall be used only for the Programs and for no other purpose; and

b) To abide by Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as amended from time to time, a copy of which can be obtained by Provider online at <http://www.leg.state.fl.us/Statutes/>, and by this reference is made a part hereof and incorporated herein, by considering all documents relative to this Agreement and the funding thereunder to be public records, as defined in said Chapter 119, Florida Statutes; and

c) To abide by the background screening and fingerprinting requirements and all other applicable requirements as a provider of children’s services in Chapters 394, 435, and 837, Florida Statutes, as amended from time to time, copies of which can be obtained by Provider online at <http://www.leg.state.fl.us/Statutes/>, and by this reference is made a part hereof and incorporated herein; and

d) To abide by the Commission’s Standards and SAMIS Reporting Requirements, copies of which Provider acknowledges receipt and review of by execution of this Agreement, as such standards and requirements may from time to time be amended by the Commission; and

e) To grant the Commission the right to perpetually use, publish and copyright Provider’s name, voice, picture, portrait, likeness, occupation and testimonial in all media for the City of Jacksonville or the City Council or any other department, division or office of the City by executing a Voice and Image Release Form simultaneously with the execution of this Agreement; and

f) To abide by the representations, terms and conditions contained in the Application.

2.3. If any services, functions or responsibilities not specifically described in this Agreement 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 in this Agreement and/or the Services. The Provider shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. In providing the Services under this Agreement, the Provider, including its officers, employees, agents and subcontractors, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services.

2.4. The Provider must accept technical assistance related to reporting from the Commission 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.

2.5. The Provider must notify the Commission if sufficient staff, facilities and equipment necessary to deliver the agreed upon Services at each Site cannot be maintained. Failure to notify the Commission of any such deficiencies or to adequately provide the Services described in each Program Application and the Commission Standards shall be a breach of this Agreement and grounds for termination under Article IV, in the sole and exclusive discretion of the Commission.

2.6. As a provider agency of the Commission, the Provider must participate in all Commission meetings and any other community activities reasonably requested by the Executive Director of the Commission.

2.7. Any change in personnel provided must be put in memorandum form and submitted for approval to the Contract Administrator designated in Section 2.08 below, thirty (30) days prior to said changes. Failure to properly notify the Commission will constitute a breach of this Agreement and grounds for termination under Article IV, in the sole and exclusive discretion of the Commission.

2.8. In the provision of the Services, for the Programs, the Provider must comply with any and all applicable Federal, State and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances must also include, but are not limited to obtaining and maintaining all licenses and certifications, an obtaining all background checks of Provider's officers, employees, agents, contractors and subcontractors, that are required to perform the Services for each Program, as contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

2.9. The Provider has obtained all necessary licenses or permits necessary to operate the Programs at the Sites and upon request by the Commission, shall provide the Commission with evidence of the same.

2.10. Commission shall designate, for the Services received, a Contract Administrator who will, on behalf of the Commission, coordinate with Provider and administer this Agreement according to the terms and conditions contained herein and in the exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of Provider to coordinate all Program related activities with the designated Contract Administrator. The Commission's Contract Administrator shall be: **Kenneth Darity**, 1095 A. Philip Randolph Blvd, Jacksonville, Florida 32206, Phone Number (904) 630-2695.

**ARTICLE III
PAYMENTS**

3.1. The Commission shall pay to the Provider an amount not to exceed **\$120,000.00** as outlined in the table below for Services performed by Provider for each Program at each Site ("**Maximum Indebtedness**") during the Service Period, contingent upon the existence of lawfully appropriated funds, for the Contract. At the time of execution of this Agreement, Provider acknowledges and understands by execution of this Agreement that only twenty-five (25%) of the funding for each Program shall be encumbered and available to the Provider for such Program. If funding for this Agreement comes from grant funds from a funding agency not a part of the City of Jacksonville, payment by the Commission is further contingent upon the Commission actually receiving such grant funds and those funds being appropriated by the City Council. Provider understands and acknowledges by execution of this Agreement that seventy-five percent (75%) of the Maximum Indebtedness is contingent upon the approval and appropriation of said funding by the City Council in the 2014-2015 Fiscal Year annual budget ordinance (the "**FY15 Budget Ordinance**"). In the event, City Council approves less than one hundred percent (100%) of the original Grant Funding Portfolio approved by the Commission for each Program, or the Maximum Indebtedness above, in the FY15 Budget Ordinance, Provider agrees to execute any necessary amendments to this Agreement as required by the Commission to reduce the Maximum Indebtedness accordingly, the Services to be provided, the Approved Program Budgets, goals and objectives, and any other documents required by the Commission within ten (10) days of demand thereof.

The Maximum Indebtedness under this Agreement shall be allocated to each Program as follows:

Site Location	Program Allocation Amounts	15% Allowed Advance (upon request)
BASICS Afterschool – Clinic	120,000.00	\$18,000.10
Total	\$120,000.00	\$18,000.00

3.2. The Commission shall render payments to the Provider based on cost reimbursement of the Services provided as described in each Program Application and in accordance with the line item expenditures defined therein, subject to the availability of lawfully appropriated funds for the Programs. Requests for payment for Services performed must (i) contain the following statement: "This request for payment is subject to Section 837.06, Florida Statutes"; (ii) must

describe the services provided by the Provider and (iii) must provide all documentation of provision of such services upon request. Acceptable documentation includes, but is not limited to purchase orders, paid vouchers, invoices and any other documentation deemed necessary and approved by the Commission, for release of payments under this Agreement.

3.3. The Commission will make payments via Automated Clearing House (ACH) method of payment and the Provider agrees to timely complete and submit to the Commission such forms as necessary to establish such payment method.

3.4. The Provider agrees that any funds provided by the Commission for Services under this Agreement which are residual funds remaining unspent or unencumbered by any existing legal obligation at the conclusion of this Agreement, shall be returned to the Commission in the form of a negotiable instrument not later than thirty (30) days after the close of the aforesaid Service period.

3.5. The Commission agrees to pay the Provider the Maximum Indebtedness (pursuant to each Program allocation amount in Section 3.1 above), and subject to the terms and conditions in Section 3.1 above, for the Programs, payable as follows:

3.5.1. The Provider must comply with all applicable provisions of Chapter 118, City Ordinance Code, including but not limited to, the provisions in Sections 118.201 and 118.202; Chapter 118, which provisions are by this reference incorporated herein; *provided however*, wherever the term 'Public Service Grant Council' is used, said term shall refer to the Jacksonville Children's Commission.

3.5.2. The Commission, in its sole discretion, may make an advance payment to the Provider up to and not to exceed fifteen percent (15%) of the Maximum Indebtedness allocated to each Program as provided in Section 3.1 above. Provider may request an advance payment for each Program in writing and certifying that such advance payment is necessary to commence the Services to be provided by Provider with respect to such Program. The Commission shall review and approve of the same within fifteen (15) business days of receiving said written request. Any request for advance payment under this Section 3.5.2 must be submitted to the Commission prior to May 31, 2015. Such advancement shall be recouped pursuant to Paragraph 3.5.3 of this Section.

3.5.3. Further payments under this Agreement will be made by the Commission to the Provider based on the calendar Monthly/Quarterly Invoice/Expenditure Report ("***Expenditure Report***") submitted in accordance with the requirements of **Exhibit D** (the "***Special Provisions***") and contingent on receipt and approval of all reports. Such payments will be made within twenty (20) days of the approval of the Expenditure Report. Failure to submit such report shall be deemed to be a material breach of this Agreement and may be grounds for termination of this Agreement under Article IV, in the sole and exclusive discretion of the Commission. Any advance of funding will be collected and recouped from the third calendar Expenditure Report.

3.5.4. The Provider will be paid according to the average daily attendance (ADA) outlined in the Application. If the Provider reaches 90% to 100% of the ADA, then contract will be funded at 100%. If the Provider reaches 89% and below of the ADA, the contract will be funded based on the percentage of the ADA reached.

3.5.5. The Provider that fails to comply with the contract dates for submitting its Expenditure Report will be penalized for late submission as outlined in the Special Provisions contained on **Exhibit D** of this Agreement.

3.6. If Provider has an existing agreement with the Commission to provide services to children for summer camp programs, by execution of this Agreement Provider acknowledges that Provider shall not request reimbursement for any expenses in connection with Provider's summer camp program based upon the funding provided for the afterschool program in this Agreement. Provider's use of any of the funding provided hereunder for summer camp program expenditures shall be deemed a material breach of this Agreement and immediate cause for termination of this Agreement by the Commission.

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

ARTICLE IV TERM OF AGREEMENT, TERMINATION AND SUSPENSION

4.1. The term of this Agreement shall be **July 1, 2014** through **June 30, 2015** ("*Service Period*"). This Agreement may be renewed on an annual basis for a maximum of one (1) one (1) year renewal periods, upon mutually agreeable provisions, at the discretion of the Commission, subject to the availability of lawfully appropriated funds and the agreement of the Provider.

4.2. This Agreement may be terminated for convenience without cause and without penalty by the Commission, upon no less than thirty (30) calendar days notice, unless a lesser time is mutually agreed upon by both parties.

4.3. In the event funds to finance this Agreement become unavailable, for any reason whatsoever, the Commission may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the Provider. The Commission shall be the final authority as to the availability of funds.

4.4. The Provider shall be in default of the Agreement in any of the following events:

- A. If the Provider fails to provide Services called for by this Agreement within the time specified herein or any mutually agreed upon extension thereof; or
- B. If the Provider spends public funds provided, by the Commission, under this Agreement for any purpose other than for the Programs; or

- C. If the Provider fails to perform, violates or otherwise breaches any of the other provisions of this Agreement.

4.5. In the event of a default, as described in Section 4.4 above, the Commission shall give the Provider written notice of the Default, by Certified Mail, return receipt requested or by any other form of delivery with written receipt. The Provider shall be given five (5) business days to correct the default. If the default has not been corrected within said five day period, the Commission, may, in its discretion, terminate this Agreement. Termination shall be upon no less than twenty-four (24) hours notice in writing, by any form of delivery with written receipt.

4.6. Upon receipt of a notice of termination and, except as otherwise directed, the Provider shall:

- A. Cease providing Services under this Agreement on the date and to the extent specified in the notice of termination.
- B. Place no further orders or subcontracts to the extent that they relate to the performance of the Services that were terminated.
- C. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services that were terminated.
- D. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including the final report without reimbursement for services rendered in completing said reports beyond the termination date.
- E. If default and termination is for a breach of any provision of this Agreement, the Provider must refund to the Commission all funding that remains unspent upon receipt of the written notice of termination; provided however, if such default and termination is for improper expenditure of funds, then and in such event the Provider must refund to the Commission, all funds received by Provider, under this Agreement. Such refund shall be made within fifteen (15) business days from receipt of such Notice of Termination.

4.7. In the event of termination of this Agreement, the Provider shall be paid for all Services actually performed up to the receipt of the notice of termination.

4.8. In the event of termination of this Agreement, the Provider must return any unspent or unencumbered funds to the Commission, in a negotiable instrument within five (5) business days from receipt of the notice of termination.

4.9. The Commission may suspend the performance of the Services rendered for the Programs, individually or collectively, by providing five (5) days written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the Provider shall resume the full performance of the Services when directed in writing to do so by the Contract Administrator. Suspension of Services for reasons other than the Provider's negligence or failure to perform, shall not affect the Provider's compensation as outlined in this Agreement.

**ARTICLE V
ASSIGNMENT AND SUBCONTRACTS**

5.1. The Provider must not assign any rights or duties under this Agreement to any other party without the prior written permission of the Commission, which permission shall not be unreasonably withheld. If the Provider attempts to assign any rights or duties without securing prior written permission, this Agreement shall be terminated by the Commission, upon no less than twenty-four (24) hours written notice, and the Provider thereupon agrees to remit to the Commission all payments that have not been earned, as determined by the Commission.

5.2. The Provider must not enter into any subcontracts for any of the Services contemplated under this Agreement without obtaining the prior written approval of the Commission, which written approval shall not be unreasonably withheld. Said written approval shall be attached to the original Agreement and subject to such reasonable conditions and provisions as the Commission may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for purchase by the Provider of such articles, supplies, equipment and services which are both necessary and incidental to the performance of the Services required under this Agreement; and provided further, however, that no provision of this clause and no such approval by the Commission of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of the Commission in addition to or in excess of the Maximum Indebtedness of this Agreement.

**ARTICLE VI
INDEMNITY, SAFETY AND INSURANCE**

6.1. Indemnities.

6.1.1. The Provider, and without limitation, its officers, directors, employees, members, partners, agents, affiliates, sub-consultants, contractors, subcontractors and representatives, (individually or collectively referred to as the "*Indemnifying Parties*"), shall hold harmless, indemnify, and defend the Commission and the City of Jacksonville, Florida, including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (individually or collectively referred to as the "*Indemnified Parties*") and shall reimburse the Indemnified Parties from and against:

- A. General Tort Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, (a) arising directly or indirectly out of any of the Indemnifying Parties' operations, work or services performed in connection with this Agreement including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligent act or omission on the part of the Indemnifying Parties, regardless of where the damage, injury or death occurred, or (b) arising out of the failure of the Indemnifying Parties to keep, observe or perform any obligations under this Agreement or in any other document or instrument delivered by the Indemnifying Parties, pursuant to this Agreement); and

- B. Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from, allegedly arising from or based upon the violation of any federal, state, or municipal laws, statutes, ordinances, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and
- C. Liability from Breach of Representations, Warranties and Obligations, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by any of the Indemnifying Parties in connection with this Agreement or in any certificate, document, writing or other instrument delivered by any of the Indemnifying Parties pursuant to this Agreement or (b) any breach of any covenant or obligation of any of the Indemnifying Parties set forth in this Agreement or any other certificate, document, writing or other instrument delivered by any of the Indemnifying Parties pursuant to this Agreement.

6.1.2. The indemnifications Section Article VI, is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Article VI, of this Agreement, relating to Indemnification shall survive the term of this Agreement, and any holdover and/or Agreement extensions thereto, whether such term expires naturally by the passage of time or is earlier terminated pursuant to the provisions of this Agreement.

6.2. Protection of Persons and Property.

- A. The Provider must be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its Services or performance of its operations under this Agreement.
- B. The Provider must comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders bearing on the safety of persons or property or their protection from damage, injury or loss.

6.3. Insurance.

6.3.1. Without limiting its liability under this Agreement, the Provider and its subcontractors shall at all times during the term of this Agreement either (i) procure and maintain a valid insurance program or self-insurance or (ii) procure and maintain at its sole expense, during the term of the Agreement. Provider shall require its contractors, subcontractors, laborers, materialmen and suppliers to provide, as applicable, insurance of the types and in the minimum amounts stated below, and prior to work commencement provide a certificate on a form that is acceptable to the City's Division of Risk Management evidencing the following required coverages to the Commission:

SCHEDULE

Workers' Compensation
Employers' Liability (including
appropriate Federal Acts)

LIMITS

Florida Statutory Coverage
\$100,000 Each Accident
\$500,000 Disease/Policy Limit
\$100,000 Each Employee/Disease

The Provider insurance shall cover the Provider (and to the extent its subcontractors and sub-contractors 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 09), 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.

Commercial General Liability
(Including Premises Operations
and Blanket Contractual 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 Fire Damage
\$ 5,000 Medical Expenses

ISO Form CG0001 as filed for use in the State of Florida without any restrictions 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 filed with ISO (i.e., mandatory endorsement).

Automobile Liability
(All automobiles and other motor vehicles-
owned, hired or non-owned)

\$1,000,000 Combined Single Limit

Sexual Molestation – the Provider and subcontractors will provide Sexual Molestation coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate.

Accident Medical, Dismemberment and Death \$15,000 Per Participant

In addition to the above-described insurance coverage, the Provider shall provide any additional insurance coverage as requested by City of Jacksonville/Jacksonville Children's Commission. The Provider shall include a Waiver of Subrogation on all required insurance in favor of the City and Jacksonville Children's Commission.

6.3.2. Said insurance shall be written by an insurer holding a current certificate of authority issued by the Department of Insurance of the State of Florida pursuant to Chapter 624, Florida Statutes. Insurer must meet minimal requirements of A.M. Best, Financial Strength Rating of A-(Excellent) and Financial Size Rating of no less than VII. Prior to entering the Property, Certificates of Insurance approved by City of Jacksonville's Risk Management Division evidencing the maintenance of said insurance shall be furnished to the City of

Jacksonville/Jacksonville Children's Commission. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City of Jacksonville/Jacksonville Children's Commission. Any indemnification provisions in this Agreement are separate and apart and in no way limited by the insurance amounts stated above.

6.3.3. Anything to the contrary notwithstanding, the liability of the Provider under this Agreement, shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval or failure to disapprove insurance furnished by the Provider shall relieve the Provider or its subcontractors from responsibility to provide insurance as required by this Agreement.

ARTICLE VII RECORDS

7.1. In addition to the requirements in Section 10.16 of this Agreement, the Provider shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles, as required in Chapter 118, *Ordinance Code* and Florida Statutes. All Provider's financial records shall be maintained in such a manner so as to permit positive and ready identification at all times of any funds received by Provider from Commission from the time such funds are actually received by Provider until the time they are actually expended or disbursed by Provider according to the terms of this Agreement. Office of Management and Budget (OMB) Circulars including A-102, A-87, A-110, A-122, and A-21 may be used as a guide concerning records to be maintained.

7.2. The aforesaid records shall be made available for audit, copying or inspection purposes at any time during normal business hours and as often as the Commission or the City of Jacksonville Council Auditor may deem necessary.

7.3. The Provider shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for six (6) years after receipt of final payment from the Commission.

7.4. Failure of Provider to keep and maintain records as required in this Agreement shall be a material breach of this Agreement and will justify termination by the Commission, in the sole and exclusive discretion of the Commission.

ARTICLE VIII AUDIT

8.1. In addition to the requirements in Section 10.16 of this Agreement, a Provider receiving funding less than \$100,000 from City of Jacksonville ("City"), shall furnish an annual report of receipts and expenditures of City funds in such form as the Council Auditor shall prescribe. This report shall be certified as to its accuracy by the Financial Officer/Treasurer or the recipient's organization. This report shall be on a fiscal year October 1 through September 30 and shall be due on November 15 of each year.

8.2. A Provider receiving funding, either from one City funding source or cumulatively from several City funding sources, an amount from \$100,000 to \$500,000, shall furnish the

Commission and the City of Jacksonville a copy of an audit report in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA). This report shall be due within 120 days of the close of the Provider's fiscal year and this report shall present information based on the City's fiscal year of October 1 through September 30.

8.3. A Provider receiving funding, either from one City funding source or cumulatively from several City funding sources, an amount in excess of \$500,000 shall furnish the Commission and the City of Jacksonville a copy of an audit report conducted in accordance with both GAAS and Government Auditing Standards (GAS) issued by the Comptroller General of the United States, and if applicable the provisions of Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations", of its financial affairs for its fiscal year ending within the current fiscal year of the City made by an independent certified public accountant. This report shall be due within 120 days of the close of the Provider's fiscal year and, in addition to the information described above, this report shall present information regarding its use of the Commission and City funding based on the City's fiscal year of October 1 through September 30.

8.4. The independent auditor's report shall include separate statement which identifies the source and use of each appropriation approved by the Commission/City of Jacksonville pursuant to this Chapter, based on City of Jacksonville's fiscal year. The statement should present the actual receipts and expenditures of Commission/City of Jacksonville funds as compared to the budget. The statement should use the budget as reflected within the Provider's grant contract. Any approved changes to the original budget should be appropriately reflected on the statement.

8.5. The Commission will not provide reimbursement for contractual expenses during the period of time that the Provider's audit report is delinquent.

ARTICLE IX CIVIL RIGHTS

9.1. The Provider must not discriminate against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap, marital status or Veteran's status in the performance of this Agreement.

9.2. The Provider must shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to the persons served.

9.3. The Provider must comply with Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment.

9.4. The Provider must comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.

9.5. The Provider must comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) in regard to employees and persons served.

9.6. It is expressly understood that, upon receipt of evidence of such discrimination, as indicated above, the Commission shall have the right to terminate this Agreement.

ARTICLE X GENERAL CONDITIONS

10.1. Amendments and Counterparts. Any amendments, alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement. Any amendments alterations, variations, modifications, or waivers must be submitted in writing to the Contract Administrator. The parties agree to amend this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary. This Agreement may be executed by the parties in counterparts, each of which when taken together shall be deemed one original agreement.

10.2. Funding Statement. With respect to each Program, the Provider must include the statement "This program is funded in whole or in part by the Jacksonville Children's Commission of the City of Jacksonville" or similar language agreed to in writing by both parties when referencing this program.

10.3. Use of Funds. The Provider must use every dollar provided by the Commission only for the Programs (and in accordance with the allocations set forth in Section 3.1 herein) and for no other purpose. The Provider must not use funds received pursuant to the terms of this Agreement in any manner or for any purpose whatsoever in connection with an agency program that delivers training or teaching that is purely religious in nature.

10.4. Public Records and Other Laws. The Provider must abide by and be governed by any and all applicable federal, state or local laws, ordinances, rules and regulations, including, but not limited to, the Florida Public Records Law, as codified in Chapter 119, Florida Statutes with respect to all records, of whatsoever kind or nature, that relates to receipt and expenditure of Commission funds hereunder or that relate to any work or services performed under this Agreement. The provisions of said Chapter 119 are, by this reference, made a part hereof.

10.5. Severability. Should any provision(s) of this Agreement be deemed to be unenforceable or illegal, by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.

10.6. Construction. Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "*Fortius Contra Proferentum*" shall not be applied to the interpretation of this Agreement.

10.7. Governing Law and Venue. This Agreement must be governed and interpreted exclusively under the laws of the State of Florida. Venue for litigation under this Agreement must be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

10.8. Article and Section Headings. The article and section headings used in this Agreement are for convenience only. Neither the article headings nor section headings shall be used to interpret or construe the text of this Agreement.

10.9. Order of Precedence. In the event of any conflict between the provisions of this Agreement and those of the Exhibits/attachments attached hereto or amendments, the priority shall be (i) fully executed amendments, (ii) exhibits/attachments and lastly (iii) the provisions of this Agreement, in decreasing order of precedence.

10.10. Notice. All written notices under this Agreement must be delivered by certified mail, return receipt requested, or by other delivery with written receipt or other proof of delivery to the following:

As to the Commission:

Jon Heymann, Executive Director/CEO
1095 A. Philip Randolph Boulevard
Jacksonville, Florida 32206

As to the Provider:

Joanne M. Robertson, CEO
4600 Beach Boulevard
Jacksonville, Florida 32207

10.11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Provider hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding.

10.12. Non-waiver. Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the Commission's payment for the services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

10.13. Independent Contractor. In the performance of this Agreement, the Provider shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of the Commission. The Provider shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

10.14. Retention of Records/Audit. For purposes of this Agreement, in addition to other record keeping and audit requirements:

10.14.1. The Provider must establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services and all other documents, in whatsoever form or format including, but not limited to electronic storage media, (for purposes of Article VII, hereinafter referred to as the "Records") sufficient to reflect all receipt and expenditures of funds provided by the Commission under this Agreement.

10.14.2. The Provider must retain all Program Records pertinent to this Agreement for a period of six (6) years after completion of the Program. If an audit has been initiated and audit findings have not been resolved at the end of six years, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this

Agreement, at no additional cost to the Commission. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

10.14.3. Upon demand, at no additional cost to the Commission, the Provider must facilitate the duplication and transfer of any Records during the required retention period in Section 16.02 hereof.

10.14.4. The Provider must provide these Records at all reasonable times for inspection, review, copying or audit by the Commission.

10.14.5. At all reasonable times for as long as the Records are maintained, the Provider must allow persons duly authorized by the Commission to have full access to and the right to examine any of the Provider's Records, relative to the Program, regardless of the form in which kept.

10.14.6. The Provider, at its sole and exclusive cost and expense, must provide audits or reports as requested by the Commission, and must insure that all related party transactions are disclosed to the auditor.

10.14.7. To comply and cooperate immediately with any inspections, reviews, investigations, deemed necessary by the Commission.

10.14.8. The Provider must permit the Commission to interview any employees, subcontractors and subcontractor employees of the Provider to assure the Commission of the satisfactory performance of the terms and conditions of this Agreement. Following such review, if performance of the Provider is, in the opinion of the Commission, deficient, the Commission will deliver to the Provider a written report of the deficiencies and request for development by the Provider of a corrective action plan. The Provider hereby agrees to prepare and submit, to the Commission, said corrective plan within ten (10) days of receiving the written report. Thereafter, the Provider must correct all deficiencies in the corrective action plan, within ten (10) days from the Commission's receipt of the corrective action plan.

10.14.9. All reports, audits, and other information provided by the Provider pursuant to this Section shall contain the following statement: "The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes."

10.14.10. To the extent that the Provider uses subcontractors in the performance of the Services under this Agreement, or assigns this Agreement with prior Commission consent, the Provider must include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

10.15. Provider defined. As used in this Agreement, the term "Provider" shall include, but not be limited to **HOPE HAVEN ASSOCIATION, INCORPORATED**, its officers, employees, agents, subcontractors and other persons, firms, partnerships, corporations or other entities working for it or on its behalf.

10.16. Conflict of Interest. The parties will follow the provisions of Section 126.112, *Ordinance Code* with respect to required disclosures by public officials who have or acquire a

financial interest in a bid or contract with the Commission, to the extent the parties are aware of the same.

10.17. Ethics in Agreements. The Provider represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*, as amended from time to time, copies of which can be obtained by Provider online at <http://library.municode.com/>, and by this reference is made a part hereof and incorporated herein.

10.18. Non-Discrimination Provisions. In conformity with the requirements of Section 126.404, *Ordinance Code*: The Provider represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. The Provider 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 Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided however*, that the Provider shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. The Provider agrees that, if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

10.19. Prompt Payment: To the extent that the Provider uses Jacksonville Small Emerging Businesses and Minority Business Enterprises for subcontractors for the services provided under this Agreement, then this Section shall apply. To the extent the Provider does not use such subcontractors for services provided under this Agreement, then this Section 14 shall apply. As required by Chapter 126, Part 6, *Ordinance Code*:

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

10.19.2. *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (referred hereinafter as the "Code"), Provider must pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by the Commission, under this Agreement, within seven (7) business

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


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


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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year as indicated below.

JACKSONVILLE CHILDREN'S COMMISSION
for and on the behalf of the CITY OF JACKSONVILLE, a Florida municipal corporation

ATTEST:

BY: 
Witness

BY: 
Jon Heymann, Executive Director/CEO 

DATE: 8/28/2014

ATTEST:

HOPE HAVEN ASSOCIATION, INCORPORATED

BY: 
Witness

BY: 
Authorized Official (SEAL)

DATE: 8/25/14



Joanne M. Robertson
(Printed Name of Signer)

Chief Executive Officer
Title

In compliance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the current year portion of the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

Program

FY 2014: JCOD191RG - \$ 30,000.00
FY 2015: JCOD191RG - \$ 90,000.00
Total Encumbrance - \$ 120,000.00
Sub Object: 08201


Director of Finance
Contract # 8532-40


Form Approved:

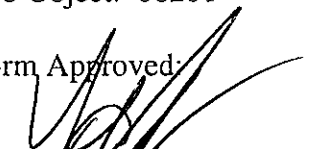

Office of General Counsel

EXHIBIT A

Sites

Site Location	Program Address	Zip Code
BASICS Afterschool Program	4600 Beach Boulevard	32207

EXHIBIT B
SCOPE OF SERVICES

EXHIBIT B

SCOPE OF SERVICES

Provider: Hope Haven Children's Clinic and Family Center

Program: BASICS After School

In addition to any services stipulated by Provider in the Application, the Provider shall perform the following services:

1. Program Design Requirements:

- **Academics:** The curriculum focuses on educational and recreational activities to improve academics and promote independent living skills. Children and adults ages 5-22 participating may have Down syndrome, autism, other developmental delays or physical challenges that impact brain function.
- Academics include Functional Academics, communication Social Skills, Independent Living Skills, Job/Employment Skills
- Must operate Monday through Friday, 4 hours per day from 2:00pm to 6:00pm.
- The BASICS program, established at Hope Haven in 2004, is designed to provide an after-school enrichment setting for school-aged youth with physical and/or developmental disabilities.
- **Enrichment Activities:** This program strives to develop well-rounded children and adults (5-22) who will be able to have successful life experiences. The broad range of areas addressed includes:
 - Yoga, art therapy, music therapy, sports & games, arts & craft & computer training.
 - See the Application for further details
- **Meals:** Must offer a nutritious snack and/or supper meals to the children every week day.

2. Staffing Requirements:

- Must ensure the services will be provided by trained professional staff, with effective youth development opportunities including social, recreational, cultural and other activities.
- Must ensure the paid staff to child ratio of 1:5 or better.
- All staff that supervises a group of children must be 18 years of age to be included in the mandated staff to child ratio.
- Must ensure each staff will participate in a minimum of 20 hours of professional development training. This training may be acquired via the Commission free of charge or obtained via approved vendor(s).
- All staff working in the Program shall pass a Level II background screening prior to working in the Program and shall be rescreened by the Provider annually.

3. Number of Students Served - Requirements:

- Must be from ages 5 to 22
- Number of Children Served:

EXHIBIT B

- At least 35 children attending 30 days or more.
 - At least 35 children attending 60 days or more.
 - 90% of projected (32) number of children served will be reached by the end of the contractual agreement – Failure to reach may result to a reduction in funding.
- Required Average Daily Attendance (ADA):
 - Maintain a projected ADA of 25.
 - Maintain at least 90% of ADA equal to 23 children
 - Agree to a reduction in funding if program does not reach 90% ADA.
- 4. Service Time and Period Requirements:**
- Service Period: August 18, 2014 – June 5, 2015
 - Days of Week: Monday – Friday
 - Number of days: 340 days (All Year Around excluding Holidays)
 - Number of hours: 4 hours
 - Time: 2:00 pm – 6:00 pm
- 5. Location:**
- BASICS After School
 - Program Address: 4600 Beach Boulevard, Jacksonville, Florida 32207
- 6. Safety Requirements:**
- All staff must pass background screening prior to working in program.
 - Must provide a system to keep unauthorized people from taking children from the program and to ensure their safety at all times.
 - All staff working in the program must be certified in CPR and first aid.
 - The facility must be safe from hazards and all necessary safety equipment is available and in working order.
 - Must adhere to occupancy capacity of the facility.
- 7. Student Engagement Requirement:**
- Must ensure children will be involved in governance.
- 8. Parental Engagement Requirement:**
- Must ensure parental, community, and volunteers involvement and input in the Afterschool Program.
- 9. Transportation Requirement:**
- Shall ensure that transportation is safe, reliable and lawful.
 - All Drivers must have a “valid” certification.
 - See the Application for further details.
- 10. Additional Program Services Provided by Agency:**
- See the Application for further details.

Jacksonville Children's Commission Funding Application: Program Budget

Agency Name:
Hope Haven Children's Clinic

Program Name:
BASICS

Categories and line Items	Prior Year Funding PY 12/13	Current Year Budget PY 13/14	Total Program Cost PY 14/15	Jacksonville Children's Commission Request	Medicaid	All Other Funding Sources for Program
Personnel Expenses						
Salaries and Wages						
Regular Salaries and Wages	\$ 130,000.00	\$ 135,000.00	\$ 135,000.00	\$ 95,000.00		\$ 40,000.00
Subtotal Salaries and Wages	\$ 130,000.00	\$ 135,000.00	\$ 135,000.00	\$ 95,000.00	\$ -	\$ 40,000.00
Payroll Taxes and Benefits						
FICA	\$ 9,945.00	\$ 10,330.00	\$ 10,300.00	\$ 7,200.00		\$ 3,100.00
Life and Health Insurance	\$ 11,415.00	\$ 11,415.00	\$ 12,000.00	\$ 3,500.00		\$ 8,500.00
Retirement Contributions	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 600.00		\$ 14,400.00
Unemployment Compensation	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -		\$ 1,500.00
Workers Compensation	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 300.00		\$ 700.00
Subtotal Payroll Taxes and Benefits	\$ 40,860.00	\$ 39,245.00	\$ 39,800.00	\$ 11,600.00	\$ -	\$ 28,200.00
Total Personnel Expenses	\$ 170,860.00	\$ 174,245.00	\$ 174,800.00	\$ 106,600.00	\$ -	\$ 68,200.00
Operating Expenses						
Special Contracts and Consultants						
Program Consultants and Contractual	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,800.00		\$ 200.00
Special Contracts and Consultants	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,800.00	\$ -	\$ 200.00
Programmatic Supplies & Assistance						
Educational Materials	\$ 3,500.00	\$ 3,000.00	\$ 3,500.00	\$ 1,800.00		\$ 1,700.00
Program Supplies	\$ 100.00	\$ 100.00	\$ 100.00	\$ -		\$ 100.00
Student Field Trip Entrance Fees, Memberships, Scholarships	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00		\$ 1,000.00
Student Transportation (including field trip transportation)	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00		\$ 4,000.00
Snack or Food	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,800.00		\$ 2,200.00
Subtotal of Programmatic Supplies & Assistance	\$ 7,600.00	\$ 14,600.00	\$ 15,100.00	\$ 6,100.00	\$ -	\$ 9,000.00
Office Expenses						
Telephone	\$ 1,400.00	\$ 1,400.00	\$ 1,000.00	\$ -		\$ 1,000.00
Utilities	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ -		\$ 1,800.00
Postage, Shipping, Delivery	\$ 350.00	\$ 350.00	\$ 350.00	\$ -		\$ 350.00
Supplies	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00		\$ 4,500.00
Copying	\$ 500.00	\$ 500.00	\$ 500.00	\$ -		\$ 500.00
Subtotal of Office Expenses	\$ 13,050.00	\$ 9,050.00	\$ 8,650.00	\$ 500.00	\$ -	\$ 8,150.00
Capital Outlay						
Operating Capital Outlay - Computers	\$ -	\$ -	\$ -	\$ -		\$ -
Operating Capital Outlay - Other	\$ -	\$ -	\$ -	\$ -		\$ -
Subtotal of Capital Outlay Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Jacksonville Children's Commission Funding Application: Program Budget

Agency Name:
Hope Haven Children's Clinic

Program Name:
BASICS

Categories and line Items	Prior Year Funding PY 12/13	Current Year Budget PY 13/14	Total Program Cost PY 14/15	Jacksonville Children's Commission Request	Medicaid	All Other Funding Sources for Program
Rentals & Maintenance Contracts						
Lease/Rent - Equipment	\$ -	\$ -	\$ -	\$ -		\$ -
Lease/Rent - Building	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ -		\$ 4,500.00
Maintenance - Equipment	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -		\$ 1,500.00
Maintenance - Building	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -		\$ 1,000.00
Subtotal of Rentals & Maintenance Expenses	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00
Insurance Expenses						
Insurance - Insurance other	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 2,000.00		\$ 7,800.00
Subtotal of Insurance Expenses	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 2,000.00	\$ -	\$ 7,800.00
Professional Development						
Staff Travel	\$ 200.00	\$ 100.00	\$ 100.00	\$ 100.00		\$ -
Conferences and Staff Development	\$ 2,000.00	\$ 300.00	\$ 200.00	\$ 100.00		\$ 100.00
Background and Drug Screenings	\$ -	\$ 120.00	\$ 120.00	\$ 100.00		\$ 20.00
Membership Fees and Subscriptions (Staff)	\$ -	\$ -	\$ -			\$ -
Subtotal of Professional Development Expenses	\$ 2,200.00	\$ 520.00	\$ 420.00	\$ 300.00	\$ -	\$ 120.00
Other Operating Expenses						
Outreach to Families	\$ 500.00	\$ -	\$ -	\$ -		\$ -
Outside Printing and Artwork	\$ 1,500.00	\$ -	\$ -	\$ -		\$ -
Local Mileage Reimbursement	\$ 1,600.00	\$ 1,000.00	\$ 1,000.00	\$ 300.00		\$ 700.00
Other Allowable Costs	\$ 15,200.00	\$ -	\$ -	\$ -		\$ -
Subtotal of Other Operating Expenses	\$ 18,800.00	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ -	\$ 700.00
Total Operating Expenses	\$ 62,450.00	\$ 45,970.00	\$ 45,970.00	\$ 13,000.00	\$ -	\$ 32,970.00
Total Direct Costs (Personnel and Operating Expenses)	\$ 233,310.00	\$ 220,215.00	\$ 220,770.00	\$ 119,600.00	\$ -	\$ 101,170.00
Indirect Costs						
Allocated Management & General / Indirect Costs (<i>not to exceed 12% of total Direct Expenses</i>)	\$ 12,500.00	\$ 12,500.00	\$ 12,000.00	\$ 400.00		\$ 11,600.00
Total Indirect Costs	\$ 12,500.00	\$ 12,500.00	\$ 12,000.00	\$ 400.00	\$ -	\$ 11,600.00
Grand Total (Direct & Indirect Costs)	\$ 245,810.00	\$ 232,715.00	\$ 232,770.00	\$ 120,000.00	\$ -	\$ 112,770.00
<i>Percent of the Budget</i>			100 %			

All items must be included in the narrative section of the Budget

EXHIBIT C
JCC Funding Application
Budget Narrative (Max. 3 Pages)
Proposed Funding Period: PY 2014-15

Agency: Hope Haven Children's Clinic

Program Name: BASICS

REVENUE: Describe and list all "Other Funding Sources" for this program

United Way	\$26,465.00
Agency Provided Funding	\$58,193.00
All Other Program Revenues	\$28,112.00

EXPENSES:

Please provide a narrative description for all categories for which you are seeking funding, and explain relevant mathematical calculations. See "Budget Information" pages for additional guidance.

Please feel free to add additional lines as necessary to provide explanations.

Direct Costs:

Direct Costs are those costs that can be identified specifically with particular cost objectives such as a grant, contract, project

Personnel Expenses

NOTE: Each position classification (i.e. "Teacher", "Case Worker") should be listed individually, with portion to be funded by JCC grant noted (i.e. 2 FTE, 1.25 FTE).

Salary & Wages

	FTE		AMOUNTS
Program Director/Lead Instructor	0.8		\$ 36,300.00
Assistant Instructors	1.0	each	\$ 58,700.00
			<u>\$ 95,000.00</u>

Payroll Taxes & Benefits

FICA	\$ 7,200.00
Life and Health Insurance	\$ 3,500.00
Retirement Contributions	\$ 600.00
Workers Compensation	\$ 300.00
	<u>\$ 106,600.00</u>

Special Contracts & Consultants

Yoga classes, music, karate, etc	\$ 3,800.00
----------------------------------	-------------

Programmatic Supplies & Assistance

Educational Materials	\$ 1,800.00
Program Supplies	\$ -
Student Field Trip Entrance Fees, Memberships, Scholarships	\$ 1,500.00
Student Transportation (including field trip transportation)	\$ 1,000.00
Snack or Food	\$ 1,800.00

Office Expenses

Supplies - paper, paints, markers, etc.	\$ 500.00
---	-----------

Capital Outlay

Rental & Maintenance Contracts

Insurance Expenses

EXHIBIT C
JCC Funding Application
Budget Narrative (Max. 3 Pages)
Proposed Funding Period: PY 2014-15

Agency: Hope Haven Children's Clinic

Program Name: BASICS

Insurance - other - Vehicle insurance for 2 vans \$ 2,000.00

Professional Development

Staff Travel	\$ 100.00
Conferences and Staff Development	\$ 100.00
Background and Drug Screenings	\$ 100.00

Other Operating Expenses

Local Mileage Reimbursement	\$ 300.00
-----------------------------	-----------

\$ 13,000.00

Indirect Costs:

G&A .34%

\$ 400.00

TOTAL

\$ 120,000.00

Indirect Costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project, function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs. These costs are grouped into common pools and distributed to benefiting activities by a cost allocation process.

For additional information on developing an indirect cost rate, see http://rates.psc.gov/fms/dca/np_exall2.html.

EXHIBIT D

SPECIAL PROVISIONS

A. Monitoring

The Provider will:

1. Provide progress reports, including data reporting requirements as specified in this Exhibit D. These reports will be used for monitoring progress or performance of the services as specified in the attached application for funding. All report formats and examples will be provided prior to commencement of the contract.
2. Provide access to, or furnish whatever information is necessary to affect this monitoring.
3. Permit the City and/or the Commission to monitor the service program operated by the Provider or approved subcontractor or assignee according to applicable regulations of the city, state and federal governments. Said monitoring will include access to all client records and records of all personnel who have access to clients.
4. Will report any major changes in top management and program personnel assigned to each Program as outlined in each Program Application for Funding and this Agreement to the Contract Administrator, see Article II, 2.10.

B. Background Screening/Licensing Reportings

The Provider will:

1. The Provider agrees to comply with Sections 435.04, Florida Statutes and Section 394.4572, Florida Statutes, and provide for the fingerprinting and screening (Level II Screening) of all employees, staff and volunteers coming into contact with minor children and developmentally disabled persons prior to beginning any work in the Programs and provide that all employees, staff and volunteers must be rescreened on an annual basis. The Provider further agrees to ensure compliance by all subcontractors with the above statutes, as to employees and volunteers of the subcontractors who come into direct contact with minor children and developmentally disabled persons. Payment of City Funds under this Agreement shall be conditioned on the Provider adhering to the requirements of this Section B. A breach by Provider of the requirements of this Section B.1 during the Agreement term shall constitute a material breach of this Agreement and cause for the Commission to immediately terminate this Agreement.
2. Child-care personnel for the purposes of this contract is defined as, all operators, full and part-time employees, and volunteers working in a Jacksonville Children's Commission funded programs that provides services directly to children.
3. Staff under eighteen (18) years of age and who are not eligible to be background screened should sign an Affidavit of Good Moral Character. This form is available at

the Florida Department of Children and Families (DCF) Website: <http://www.dcf.state.fl.us/publications/eforms/1649.pdf>.

4. Will submit a signed affidavit declaring that **an annual** Level II, Background Screening for all part and full-time employees and volunteers who work directly with children with a list of all employees screened attached. The provision that governs a determination of good moral character is outlined Section 435, Florida Statutes.
5. If the Provider's programs are in partnership with the Duval County Public Schools (DCPS) and operates its programs within a school, all employees identified as a Non-DCPS Employees must be fingerprinted per the requirements outlined in Florida Statutes 1012.465-1012.468 (Jessica Lunsford Act) through the DCPS Human Resource Background Office.
6. Notwithstanding Section 4.5 of this Agreement, failure by the Provider to adhere to the requirements of this Section B shall be deemed a material breach of this Agreement, and, upon such breach by the Provider, the Commission, in its sole discretion, may terminate this Agreement immediately.

C. Unallowable Expenditures

1. The Provider will immediately return to the Commission all funds expended for disallowed expenditures as determined in accordance with Parts 3 and 4 of Chapter 118 of the City Ordinance Code. **Appropriation moneys may not be expended for the following purposes:**

- a. "**Bad Debts**" - losses arising from uncollectible accounts and other claims, and related costs are not allowable.
- b. "**Contingencies**" - contributions to a contingency reserve or any similar provision for unforeseen events are not allowable.
- c. "**Contributions and Donations**" - contributions and donations are not allowable.
- d. "**Entertainment**" - costs of amusements, social activities and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation and gratuities are not allowable. This does not mean that food may not be served as a part of a program.
- e. "**Fines and Penalties**" - costs resulting from violations of or failure to comply with Federal, State and Local laws and regulations, are not allowable.
- f. "**Governor's Expenses**" - the salaries and costs of the Office of the Governor of a state or the chief executive of a political subdivision. These costs are considered a cost of general State or local government and, are not allowable.
- g. "**Legislative Expenses**" - the salaries and other costs of the Legislature or similar local governmental bodies such as county commissioners, city councils, school boards, whether incurred for purposes of legislation or executive direction, are not allowable.
- h. "**Interest on Borrowing**" - interest on borrowing (however represented), bond discounts, costs of financing and refinancing operations and legal and professional fees paid in connection therewith, are not allowable.
- i. "**Audit Costs**" - Costs of any audits required under this Chapter, are not allowable.
- j. "**Non-cash Expenses**" - Non-cash Expenses means a non-cash charge to income (such as depreciation), an accrual for estimates (such as bad debt expense) and general overhead (such as indirect costs). **Only General overhead, including specified allocations or items, is allowable as specified by contract.**

2. The Commission will not reimburse the Provider for sales tax because the Commission/City of Jacksonville has a tax exempt status.

3. The Commission will not reimburse the Provider for other unallowable expenditures as determined by the Commission.

D. Bank Accounts

The Provider will maintain separate bank demand and/or time deposit accounts and deposit the Commission funds received and no other funds in the accounts and make all disbursements of Commission funds from the accounts, or with the approval of the **CITY COUNCIL AUDITOR'S OFFICE**, maintain a separate budgetary accounting system so that the receipt and disbursement of Commission funds can be accurately and adequately determined by reference to the books of accounts of the Provider.

E. Non-Expendable Property

Any tangible personal property purchased by the Provider with a value of \$1,000 must have a useful life of one (1) year or more and must be inventoried by the Provider. The Provider shall retain property inventory records, acquisition documents and inventoried at least annually. **The Provider must forward a copy of the purchase related documents and the annual inventory record to the Contract Administrator.** Upon the expiration of the useful life of such property or upon the expiration of the aforementioned programs or activity, whichever occurs first, such property shall be transferred free and clear of all liens and encumbrances to the Commission or disposed of as authorized in writing by the Commission.

F. Funding Acknowledgment

The Provider agrees to display the Jacksonville Children's Commission logo on all letterhead, published materials, vehicles, buildings, etc. The logo should be accompanied by the statement: "Funded in whole or in part by the Jacksonville Children's Commission." Appropriate logo artwork is available, upon request, from the Commission.

G. REPORTING REQUIREMENTS

Monthly/Quarterly Activity Report and Invoice/Expenditure Report

1. On or before the 15th day of the month following the end of each calendar month or quarter in the Service Period as determined by the agency's elected reporting period of monthly or quarterly (see outlined below), the Provider must submit to the Commission the SAMIS Invoice/Expenditure Report, through an existing web-based (internet) system. The SAMIS Invoice/Expenditure Report, must detail, for each line item, the approved budget, the expenditures against that budget for the reporting period, the expenditures year-to-date, and the balance remaining. See below reporting periods:

Monthly/Quarterly Activity Report and Invoice/Expenditure Report Deadlines for the Service Period (July 1, 2014 through June 30, 2015)

Reporting Period	Monthly Report Due	Quarterly Report Due
July 31 st	August 15 th	
August 31 st	September 15 th	
September 30 th	October 15 th	October 15 th
October 31 st	November 15 th	
November 30 th	December 15 th	
December 31 st	January 15 th	January 15 th
January 31 st	February 15 th	
February 28 th	March 15 th	
March 31 st	April 15 th	April 15 th
April 30 th	May 15 th	
May 31 st	June 15 th	
June 30 th	July 15 th	July 15 th

2. The penalty for late submission of SAMIS Invoice/Expenditure Report will be a reduction to the current reimbursement request for each site as outlined below:

- a. Up to ten (10) days after the due date specified in the contract – 5% reduction
- b. Eleven (11) days and up to thirty (30) days – 10% reduction
- c. After thirty (30) days – 10% reduction and the payment will be delayed until the next quarterly reimbursement request is submitted.

3. The Provider must track teacher progress notes, report cards, grades, bench mark tests, if appropriate, on a quarterly basis for each student and provide a year-end summary report for the Commission, as follows:

- a. Percentage of students who improved or maintained their academic achievement or reading skills as revealed by report cards, teacher progress notes, grades and bench mark tests.
- b. Percentage of students who improved or maintained their academic achievement or math skills as revealed by report cards, teacher program notes, grades and bench mark tests.

4. The Commission, as well as the City Council and Mayor’s Office, want to ensure program effectiveness and excellent outcomes. Therefore, specific outcome measurements have been developed and Provider will be expected to reach established targeted goals, ranging in the eightieth or ninetieth percentile. Poor Program outcomes could adversely impact the Provider’s future funding opportunities for the next year. All Programs are expected to reach the following Goals:

- a. 98% of students attending after school programs will be free from physical harm and arrest.
- b. 85% of students attending after school programs for 60 days or more will be promoted to the next grade level.
- c. 85% of students attending after school programs for 60 days or more will be absent from school less than 21 days.
- d. 90% of the program’s Average Daily Attendance will be maintained.

H. Budget Revisions Reporting

1. The Provider will submit all expenditure and revision reports as specified in the format approved by the Commission.
2. The Provider shall expend funds through the terms of this contract as detailed in the approved line item budget for services to be provided under this Agreement.
3. The Provider must provide justification for any requested changes to the approved budget. Such changes among line items must be approved through SAMIS (web-based system) by the Commission prior to expenditure of funds. Changes to the budget must meet the following conditions:
 - a. The changes do not increase or decrease the original dollar amount of this Agreement.
 - b. There is another line item in the budget from which funds will be shifted.
 - c. The change does not involve establishing a new line item category or totally eliminating a line item category.
 - d. Proposed amount of dollars to be transferred from one line item to another line item does not exceed 10% of the total dollar amount of the Agreement.
 - e. Any year-end budget amendments must be submitted to the Commission prior to **May 31, 2015**.
4. Budget changes initiated by the Provider, which increase or decrease of \$25,000 or 10% of the original contract amount, whichever is less, subject to budgetary constraints and funds availability to meet unanticipated needs, will require a properly executed contract amendment, signed by the Provider and the Commission before the effective date for implementation of the specific change.
5. Budget transfers between programs and/or sites are not allowed.

I. Incident Reporting

1. The Provider is to establish procedures within the each program to facilitate reporting of incidents to program management and to the Commission.
2. The Provider will notify the Commission's Contract Administrator via telephone and/or fax immediately upon learning of an out-of-the-ordinary incident and after being assured that any remaining hazards have been eliminated and any necessary emergency assistance has been obtained. After such notification, the Provider will submit the required written report as required in this **Exhibit C**.
3. The Provider must comply with the "Incident Reporting" requirements as outline hereto. All incidents must be reported on the form provided by the Commission and reported in no case later than forty-eight hours after occurrence. The Commission requires reporting of incidents, occurrences or events within funded programs which:
 - a. Place clients or employees at risk
 - b. Result in serious injury to clients or employees
 - c. Require the direct intervention of program or agency management staff
 - d. Could generate favorable or negative public reaction or media attention.
4. Reportable incidents include, but are not limited to, the following examples:

- a. Notable client achievement(s)
- b. Abduction/kidnapping of a client
- c. Auto accident resulting in injury
- d. Bomb threat
- e. Employee misconduct including law violations
- f. Epidemic or other public health emergency
- g. Fire, flood or other disaster
- h. Injury to client or employee requiring medical attention
- i. Media coverage – actual or potential
- j. Missing client/runaway

5. Any incidents or Allegations of Abuse, Neglect or Exploitation:

Incidents or allegations must be reported immediately to the Abuse Registry at 1-800-96-ABUSE, as well as to the Commission within 48 hours.

J. Calendar Items

The Provider shall provide the Commission a monthly report of all calendar activity items that are relative to this Agreement. This report should include all activity items scheduled for the upcoming month and be submitted ten (10) days prior to the beginning of the month reported on.

K. End of Year Report

The Provider shall submit to the Commission, thirty (30) days after the close of this Agreement, a final report in a format to be supplied by the Commission. Such report will summarize all contract activities, services provided, clients served, and outcomes documented to date. The report will also contain current demographic data, the levels of achievement attained for each client performance indicator and outcome measures, including a description of the data and methodology used to determine the reported outcomes (see Application for Funding for details). Outcomes requiring a one-year follow-up of clients will be reported again to the Commission no later than thirty (30) days after the end of the ensuing contract year.

L. Client Information System Reporting

The Provider will refer to SAMIS reporting requirements, a copy of which has been provided to Provider.

M. Voice and Image Release Reporting

The Provider shall ensure that a Voice and Image Release form, a copy of which has been provided to Provider, is completed prior to publishing and copyrighting any activities involving children participating in the Program.