

CHILDREN'S BOARD OF HILLSBOROUGH COUNTY
ATTACHMENT 3 – FY 2025-2026
GENERAL TERMS AND CONDITIONS
STANDARD CONTRACT - COST REIMBURSEMENT

1. **Incorporation of Agreement Documents:** The Agreement between the CHILDREN'S BOARD and the PROVIDER consists of the following documents which are incorporated herein by reference:

- a) "Standard Agreement Cover Sheet"
- b) "Standard Agreement Definitions"
- c) Attachment (1) "Standard Agreement Scope of Service, Service and Performance Objectives"
- d) Attachment (2) "Budget"
- e) Attachment (3) these "CBHC General Terms and Conditions"
- f) Attachment (4) "Sub-contractors"
- g) Attachment (4a) "Roles and Responsibilities of Lead Agencies and Sub-Contracted Agencies" (if applicable)
- h) Attachment (5) "Addresses (Contact List)"
- i) Attachment (6) "List of Required Demographic Data"
- j) Attachment (7) "E-Verify Declaration"
- k) Attachment (8) "No Coercion for Labor or Services Declaration"
- l) Attachment (9) "Foreign Country of Concern Declaration"
- m) Attachment (10) "Matrix/Work Plan"

2. **Services:** The PROVIDER will provide the services described in Attachment (1), "Standard Agreement Scope of Service" (hereafter "Services") for the residents of those working or residing in Hillsborough County.

3. **Matrix:** A Work Plan (hereafter "Matrix") has been approved by the CHILDREN'S BOARD for this Agreement which is contained in Attachment 10 – "Matrix/Work Plan". The Matrix describes the program and evaluation design including activities, responsible parties, outcomes, indicators, and data sources, and time of measurement and data collection necessary. PROVIDER agrees to strictly comply with the terms and conditions contained in the Matrix.

4. **Service Area:** PROVIDER will maintain service sites that are accessible and convenient to the participants in the area indicated on the contract cover sheet and standard scope of service. The PROVIDER must submit a prior written request before changing any service area or site(s).

Outside-Area Emergency Services - PROVIDER shall provide all services in Hillsborough County based on Cover Sheet and Scope unless PROVIDER submits and the CHILDREN'S BOARD accepts an Amendment or Matrix Modification.

5. **Sub-Contractors:** PROVIDER may not delegate its obligations under this Agreement to another party or sub-contract any of the work unless the PROVIDER obtains the prior written approval of the CHILDREN'S BOARD and completes Attachment (4) "Sub-contractors" and Attachment (4a) "Roles and Responsibilities of Lead Agencies and Sub-Contracted Agencies".

All sub-contracts will incorporate and be subject to the terms and conditions of this Agreement. PROVIDER shall submit a signed copy of all sub-contractor agreement(s) within thirty (30) days of execution of the Agreement with the CHILDREN'S BOARD and all sub-contract agreements must be in place and signed by PROVIDER and sub-contractor prior to services being rendered by sub-contractor.

All such sub-contract agreements must include a budget as Attachment 2 "Budget" and a description of

contract deliverables from the Matrix Attachment 10. Sub-Contractors shall submit reimbursement requests in compliance with the Fiscal Reporting Requirements Handbook.

6. Term: PROVIDER will perform Services during the period designated in the “Standard Agreement Cover Sheet,” paragraph (6), Term. This Agreement will terminate at midnight on the last day of the term, unless extended by the CHILDREN'S BOARD.

7. Cost Reimbursement: General: During the term of this Agreement, funds described in Attachment (2) “Budget” will be used by PROVIDER solely for providing the Services described in Attachment (1) “Standard Contract Scope of Service, Service and Performance Objectives”. Misspent funds are funds received by the PROVIDER from the CHILDREN'S BOARD that are not spent in accordance with Attachment (2) “Budget” or the terms of this Agreement. Misspent funds are subject to Recovery or set off to the CHILDREN'S BOARD.

- a) Expenditures not in accordance with the Attachment (2) “Budget” will constitute a breach of this Agreement.
- b) The PROVIDER will promptly return to the CHILDREN'S BOARD any unearned funds. Unearned funds are funds paid to the PROVIDER that are not due to the PROVIDER under the attached budget or the terms of this Agreement.
- c) In addition to any other remedy, the CHILDREN'S BOARD may set off any unearned or misspent funds against any other funds due PROVIDER.

8. Payment: To receive payment, PROVIDER must perform the Services pursuant to this Agreement and provide proof of service delivery.

So long as PROVIDER is in full compliance with the Agreement, the CHILDREN'S BOARD will reimburse the PROVIDER for services provided and expenditures incurred and paid. Items purchased and Services provided must be received or performed during the Term. Reimbursement will be made according to the line-item budget described in Attachment (2), “Budget”. The final reimbursement form must be submitted to the CHILDREN'S BOARD no later than forty-five (45) days of the termination of this Agreement.

To receive payment, PROVIDER must complete, certify, and submit to the CHILDREN'S BOARD:

- The CHILDREN'S BOARD Reimbursement Request Forms; and
- Participant data collection and other reports or information required by Attachment (1), “Standard Scope of Services”.

9. Critical Incidents Requiring Immediate Notification: No later than one business day of PROVIDER knowing of a Critical Incident (defined below), related to services funded in whole or part by the CHILDREN'S BOARD, PROVIDER shall notify the CHILDREN'S BOARD by telephone and in writing and provide the CHILDREN'S BOARD with a description of the incident and such other information as the CHILDREN'S BOARD may request. All e-mail communications made or received by the CHILDREN'S BOARD are subject to the Florida Public Records Law, Chapter (119), Florida Statutes.

PROVIDER shall directly report required matters to state, federal, or non-CHILDREN'S BOARD local agencies or law enforcement agencies when such reporting is required by law, including reporting to the Florida Abuse Hotline.

The following critical incidents must be reported to the CHILDREN'S BOARD if it involves any of the

following identified persons (collectively referred to in this section as “individual(s)”) related to services funded in whole or part by the CHILDREN’S BOARD.

- i. A Participant means any person receiving any Service funded in whole or part by this Agreement.
- ii. An Employee means an individual employed by or volunteering for the PROVIDER or sub-contractor.
- iii. Board member means a person actively serving on the Board of Directors of a PROVIDER or sub-contractor.

A CRITICAL INCIDENT is any:

- a. Abduction—An incident in which an individual who does not have care and custody of another and is wrongfully taken.
- b. Abuse or Neglect – Reasonable cause to suspect that a Participant has been harmed or is believed to be threatened with harm.
- c. Arrest – an individual is arrested or accused of a potentially disqualifying offense under level (2) background screening requirements as defined in Chapter (435), Florida Statutes.
- d. Death – The death of any individual.
- e. Illness– A serious illness of a Participant that is life-threatening, contagious or the result of apparent abuse or neglect.
- f. Physical or Sexual Battery – Any credible allegation involving physical or sexual battery of a Participant.
- g. Suicide or suicide attempt.
- h. Law Enforcement involvement.
- i. An adverse media event in which the CHILDREN’S BOARD may be reasonably expected to provide a response.
- j. Class One Violations issued by the Department of Children and Families for Child Care Licensing.
- k. Other Serious Incidents – Any action, incident, misconduct, or malfeasance involving individual(s) providing or receiving Services under this Agreement.

10. Other Events Requiring Notification: The PROVIDER will notify the CHILDREN'S BOARD in writing as soon as reasonably possible if any of the following occurs:

- (1) Services are not initiated on the date of commencement described in the “Agreement”, or the PROVIDER knows that the Services will not continue throughout the Term of the Agreement;
- (2) the scope of a CHILDREN’S BOARD funded position, vendor or sub-contractor ceases or materially changes;
- (3) funds from third party sources that were budgeted to provide the Services are not available in the amounts or at the times planned;

- (4) the PROVIDER obtains third party funds to provide the Services, in addition to those which were budgeted, or the PROVIDER becomes aware of additional third party funds that are available to provide the Services;
- (5) the PROVIDER fails to provide the scope or level of Services in this Agreement;
- (6) individuals providing the Services are terminated, reassigned, or resign;
- (7) the Services are or may be adversely affected by any other situation or event including any media coverage, public inquiry, or regulatory inquiry, citation, or action against PROVIDER that may impact PROVIDER or services;
- (8) a written complaint by any person receiving Services funded in whole or in part by this Agreement, written notification to the CHILDREN'S BOARD must be given within five (5) days after PROVIDER'S receipt of the complaint;
- (10) A change in control evidenced by a majority of the PROVIDER'S Governing Board turning over or a change in the PROVIDER'S Executive Director (or other similar senior management position);.
- (11) any change to information listed on Attachment (5) "Addresses" (Contact List): and;
- (12) any PROVIDER or subcontractor is a victim of a cyber-attack, data or security breach, or a disruption to data backup procedures/systems.

After notice, the CHILDREN'S BOARD may conduct an investigation and PROVIDER shall cooperate in the investigation, make its employees and subcontractors available for interview and turn over documents to assist the CHILDREN'S BOARD in completing its investigation.

11. Modifications: This Agreement may only be amended or modified in writing. The PROVIDER may not rely on any verbal directive of any employee of the CHILDREN'S BOARD to amend or modify any part of this Agreement. No course of conduct by employees of the CHILDREN'S BOARD will act as a waiver of any part of this Agreement.

12. Required Audits: For any PROVIDER fiscal year ending during the term of this Agreement and for any fiscal year during which revenues or expenditures are recognized by the PROVIDER for the program covered by this Agreement, the PROVIDER will submit to the CHILDREN'S BOARD (within one hundred eighty (180) days after the close of its fiscal year) year-end Financial Statements of the PROVIDER audited by a Certified Public Accountant (CPA) and any related management letters, communications or reports on internal control and any reports on compliance with laws, rules or regulations. In the event that the PROVIDER is unable to comply with the 180-day requirement, a request for an extension of time must be submitted to the CHILDREN'S BOARD prior to the end of the 180-day period. Failure to furnish an audit shall be a basis for denial and/or refund to the CHILDREN'S BOARD of project funds by the PROVIDER. Failure to submit an audit disqualifies the PROVIDER from seeking future funding until the issue is resolved in the discretion of the CHILDREN'S BOARD. The audit shall separately identify for the program funded by this Agreement, the revenues by funding source, expenditures, and any refunds or transfers; and present this information either in the body of the Financial Statements, in the footnotes to the Financial Statements, or in a supplementary schedule. The auditor's report must include an opinion on all of the PROVIDER's financial statements. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America as promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA). All contracts with a term of less than six (6) months do not require the submission of an Audit.

- a. Payment for Required Audits: The cost of required audits may be paid for with funds from the CHILDREN'S BOARD as an administrative cost as included in the overhead/indirect cost expenditure in the attached Budget.
- b. Compliance Audit Performed by a CPA Firm Retained by the CHILDREN'S BOARD: In

addition to the required financial audit, the CHILDREN'S BOARD, at its discretion, may select and retain a CPA firm to conduct a compliance audit or other accounting review of the program funded under this Agreement. PROVIDER shall cooperate with the auditor and make its personnel and records available to the Auditor for inspection and copying.

- c. Payment for Compliance Audit Performed by a CPA Firm Retained by the CHILDREN'S BOARD: The CHILDREN'S BOARD will pay for the audit performed by a CPA firm retained by the CHILDREN'S BOARD, but the PROVIDER will reimburse the CHILDREN'S BOARD for the cost of the audit if more than twenty (20%) percent of disallowed costs are disclosed by the audit. The PROVIDER will reimburse the CHILDREN'S BOARD within sixty (60) days of the written notice from the CHILDREN'S BOARD. The CHILDREN'S BOARD may set off funds due under this Agreement as a means to recover the cost of the audit and any misspent funds.
- d. Survival of Paragraph: This paragraph will survive the termination of this Agreement. PROVIDER shall keep and maintain all business records for a period of five (5) years after receipt of final payment from the CHILDREN'S BOARD.
- e. Audits or Reviews of Newly Funded or Small PROVIDERs: If a PROVIDER is newly funded by the CHILDREN'S BOARD or is a PROVIDER with a current fiscal year budget of less than \$300,000, audit requirements, will be determined by the CHILDREN'S BOARD.

13. Budget Adjustments: Budget Adjustments Allowed Without Prior Approval (Notification): Subject to paragraph (2) Matrix/Work Plan Modifications below, PROVIDER is authorized to adjust the budget as follows without the prior approval of the CHILDREN'S BOARD. Subtotal line items may be increased or decreased up to \$1,000 or 15%, whichever is greater, so long as the total budget amount is not increased.

Budget Adjustments Requiring Prior Approval (Modification)- General Conditions: The PROVIDER may, at least ninety (90) days prior to the end of the agreement, request to make budget adjustments in excess of the limits described above in accordance with this Agreement and the CHILDREN'S BOARD'S Fiscal Handbook.

14. Matrix Modifications: If a Matrix has been approved for this Agreement, the Matrix may be modified only as follows:

- (1) The representatives of the CHILDREN'S BOARD and PROVIDER who are authorized to modify the Matrix are called the Matrix Representatives. Each party will designate its Matrix Representative by written notice to the other party upon execution of this Agreement. Either party may change its Matrix Representative upon written notice to the other party.
- (2) By written agreement of the Matrix Representatives, Columns 1-3 and 5-7 may be modified based upon a more current analysis of the appropriate methods to perform the Services, or to resolve problems in the administration of the Matrix without a contract amendment.
- (3) The Matrix cannot conflict, in whole or in part, with these General Terms and Conditions or the Budget, but in the event of a conflict, the provisions of these General Terms and Conditions and the Budget shall take precedence, as applicable.

15. Program Monitoring: The PROVIDER will submit progress reports and other information in such formats and at such times as may be requested by the CHILDREN'S BOARD, to the extent it is not prohibited by law and does not involve disclosure to the CHILDREN'S BOARD of information which is confidential pursuant to laws rules and regulations, including, but not limited to, Chapters (39) and (415), Florida Statutes.

The PROVIDER agrees to cooperate in all activities related to site visits and other on-site monitoring

(including, but not limited to: access to sites, participants, staff, fiscal and participants records and logs, and the provision of related information), submit reports on any monitoring of the program funded in whole or in part by the CHILDREN'S BOARD conducted by federal, state, or local governmental agencies or other funders.

16. Program Monitoring Reports: All reports or data narratives will contain information required by the CHILDREN'S BOARD. PROVIDER and CHILDREN'S BOARD shall communicate openly, follow an established schedule for reporting, and share information in the format as may be requested by the CHILDREN'S BOARD.

Program Monitoring Reports are part of planning level decisions of the CHILDREN'S BOARD as to how and where to allocate resources. Program Monitoring Reports are not used for operational level decisions of the CHILDREN'S BOARD as those categories relate to sovereign immunity.

17. Performance: In the event of default, noncompliance, violation of this Agreement or unsatisfactory performance by the PROVIDER, its sub-contractors, agents, consultants or suppliers, as determined by the CHILDREN'S BOARD, in its sole discretion, the CHILDREN'S BOARD may place PROVIDER on a Provider Improvement Plan, suspend payment or impose any other lawful remedy up to and including termination of this Agreement.

18. Termination: This Agreement may be terminated by the CHILDREN'S BOARD by giving seven (7) days' prior written notice and specifying the effective date thereof.

In addition, this Agreement may be terminated by the CHILDREN'S BOARD for any breach by PROVIDER upon twenty-four (24) hours written notice.

Any termination notice will be delivered by certified mail, return receipt requested; or in person to the offices of the PROVIDER. In the event of termination, the PROVIDER will be reimbursed according to the budgeted rates and terms of this Agreement for those Services satisfactorily performed prior to the effective date of termination. The term "budgeted rates" in this paragraph means those allocations and amounts contained in the Attachment (2) "Budget", or the most recent amended Budget approved in writing by the CHILDREN'S BOARD. All rights and remedies of the CHILDREN'S BOARD to enforce this Agreement will survive termination of this Agreement.

19. Records: The PROVIDER will maintain financial and accounting records (including electronic storage media), all original invoices and other documentation supporting the Reimbursement Request Forms submitted to the CHILDREN'S BOARD, and records to substantiate the eligibility of participants. The PROVIDER shall conduct transactions in accordance with generally accepted accounting principles and Florida Statutes. The PROVIDER will maintain such records and accounts, including programmatic, property, personnel, and financial records, as are deemed necessary by the CHILDREN'S BOARD to assure a proper accounting for all CHILDREN'S BOARD'S funds. The PROVIDER will maintain a separate record of revenues and expenses applicable to this Agreement for the purposes of review thereof. The PROVIDER will make, or cause to be made, available to the CHILDREN'S BOARD and its duly authorized representatives, for copying and examination, all such records with respect to any matters covered by this Agreement, and the PROVIDER will permit same to be copied and examined; excerpts or transcriptions to be made from such records; and reviews to be made of all agreements, invoices, materials, records of personnel and employment, and other data related to all matters covered by this Agreement. The Auditor General, Comptroller General and other agencies, whether local, state or federal will have the right to inspect and review the records of the PROVIDER. This paragraph will survive termination of this Agreement, and the PROVIDER will retain for examination, copying, and review all of its records and supporting documentation applicable to this Agreement for five (5) years after receipt of final payment from the CHILDREN'S BOARD. If a review has been initiated and findings have not been resolved at the end of five (5) years, the records will be retained, and this paragraph

will survive until resolution of the review findings.

20. Insurance - Public Liability, Bodily Injury, and Property Damage: The PROVIDER will procure, pay for, and maintain, throughout the period of this Agreement, on behalf of PROVIDER and the CHILDREN'S BOARD, the following insurance coverages with responsible and reputable insurance companies eligible to do business in the State of Florida, acceptable to the CHILDREN'S BOARD:

- a. Commercial General Liability for the premises and operations of the PROVIDER, including Bodily Injury, Personal Injury Liability and Property Damage under this Agreement which shall be considered primary insurance, with the CHILDREN'S BOARD included as an additional insured for the operations of the PROVIDER, with limits for Bodily Injury, Property Damage and Personal Injury of not less than:

○ Each Occurrence	\$1,000,000
○ Personal Injury	\$1,000,000
○ Aggregate	\$2,000,000
○ Products & Completed Operations	\$1,000,000
○ Damage to Rented Premises	\$50,000

- b. (1) Automobile Liability Insurance for PROVIDERS that own vehicles that may be used in carrying out this Agreement: Automobile Liability Insurance for the PROVIDER's operation, maintenance, and use of owned, non-owned, hired, and leased automobiles, with the CHILDREN'S BOARD included as an additional insured, with a limit of not less than:

Bodily Injury & Property
Damage Liability

\$500,000 Each Accident for entities with less than \$1,000,000 in assets
\$1,000,000 Each Accident for entities with \$1,000,000 or greater in assets

- (2) Automobile Liability Insurance for PROVIDERS that do not own vehicles used in carrying out this Agreement: Hired and Non-Owned Automobile Liability coverage with the CHILDREN'S BOARD included as an additional insured, with a limit of not less than:

Bodily Injury & Property
Damage Liability

\$500,000 Each Accident for entities with less than \$1,000,000 in assets
\$1,000,000 Each Accident for entities with \$1,000,000 or greater in assets

- c. Workers' Compensation Insurance in statutory amounts.
- d. Subrogation. PROVIDER shall obtain a waiver from its insurance carrier as to its rights of subrogation.

The PROVIDER will submit to the CHILDREN'S BOARD a certificate of insurance upon execution of this Agreement which describes the insurance maintained by the PROVIDER.

- PROVIDER agrees to obtain certificate of insurance upon the effective date of this agreement from PROVIDER'S subcontractors who transport Participants.
- The PROVIDER will provide written notice to the CHILDREN'S BOARD within fifteen (15) days of any cancellation or revision to the PROVIDER'S insurance.

- If PROVIDER certifies that any portion of the insurance requirements cannot be obtained or cannot be obtained at a commercially reasonable cost to the funded program and provides such other information as requested by the CHILDREN'S BOARD in writing, the CHILDREN'S BOARD may replace any portion of the insurance requirements with such other requirements and program restrictions as determined by the CHILDREN'S BOARD, in its sole discretion.

21. Indemnification: The PROVIDER shall indemnify and hold harmless the CHILDREN'S BOARD, its agents, officers, directors, attorneys and insurers employees from and against any and all liabilities, claims, judgments, or actions, including court costs and attorney's fees that may hereafter at any time be made or brought by anyone on account of any personal injury, property damage, loss of monies, civil rights violation, or discrimination allegedly caused or occurring in whole or in part arising out of or related to this Agreement, including the acts or omissions of PROVIDER'S subcontractors, if any. This section shall survive termination of this Agreement.

In no event will the PROVIDER be liable for or have any obligation to defend the CHILDREN'S BOARD against such liability, claims, judgments, or actions, including costs and attorney's fees, arising out of the sole negligent acts of the CHILDREN'S BOARD.

22. Insurance, Indemnification, Auditing, and Related Provisions for Governmental Entities: THE FOLLOWING TERMS APPLY ONLY TO A PROVIDER WHO IS A GOVERNMENTAL AGENCY, POLITICAL SUBDIVISION, CITY, SPECIAL DISTRICT OR OTHER GOVERNMENTAL BODY: (1) the PROVIDER may comply with the insurance requirements in this Agreement by submitting to the CHILDREN'S BOARD, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes, or a written description of the manner by which property is protected against loss or destruction; (2) the CHILDREN'S BOARD will not be entitled to recover fixed assets (if any) if PROVIDER is prohibited by law from allowing the contractual recovery of fixed assets; (3) the PROVIDER'S indemnification will only be required to the extent such indemnification is within the legal authority of the PROVIDER, and nothing in this Agreement shall require the PROVIDER to indemnify or insure the CHILDREN'S BOARD for the CHILDREN'S BOARD'S negligence or to assume any liability for the CHILDREN'S BOARD'S negligence; (4) the CHILDREN'S BOARD may not require an audit except for the program activities funded by the CHILDREN'S BOARD; (5) the PROVIDER will be notified in writing by the CHILDREN'S BOARD of any default, noncompliance or violation of this Agreement, and the PROVIDER will have fifteen (15) days to correct the default, noncompliance or violation; (6) the PROVIDER may assert in an action or proceeding to enforce this Agreement that it lacks the legal authority to agree to payment of attorney's fees and costs of litigation, but PROVIDER remains subject to payment of attorney's fees and costs if it is determined in such action or proceeding (including any appeal) that PROVIDER does have the legal authority to contractually agree to pay attorney's fees and costs; (7) the requirements of the provisions related to Conflict of Interest, apply only to the program funded under this Agreement; and (8) The provisions related to Patents, Trademarks, Copyrights, and Other Materials does not apply to a PROVIDER who is part of the state university system or an agency thereof (a UNIVERSITY PROVIDER). The copyright, patent, or trademark on or for Intellectual Property in which a UNIVERSITY PROVIDER develops, will be owned by the UNIVERSITY PROVIDER. Such Intellectual Property will be first subject to any policy, contract, or rule of the UNIVERSITY PROVIDER which is generally applicable to its employees and which governs ownership and income from Intellectual Property (the Intellectual Property Policy). Subject to the share for an employee of the UNIVERSITY PROVIDER described in an agreement made pursuant to the Intellectual Property Policy by the UNIVERSITY PROVIDER with an employee of the UNIVERSITY PROVIDER regarding the division of income from the Intellectual Property, the CHILDREN'S BOARD will receive fifty percent (50%) of the UNIVERSITY PROVIDER'S share of the income from the Intellectual Property. The amount payable to the CHILDREN'S BOARD will not exceed the total amount paid by the CHILDREN'S BOARD to the UNIVERSITY PROVIDER under this Agreement. Payment will be made within forty-five (45) days after receipt by the UNIVERSITY PROVIDER. Nothing in this Agreement is intended to be or will

be, deemed to be a waiver of either party's sovereign immunity. This paragraph will take precedence over any conflicting terms of this Agreement.

23. Employment of Staff: The PROVIDER, at its expense, will employ staff to perform the Services. Such individuals will not be considered employees of the CHILDREN'S BOARD and are subject to the supervision, personnel practices, and policies of the PROVIDER. Unless otherwise approved in writing by the CHILDREN'S BOARD, all staff must meet the qualifications stated in the application and any approved modifications. In compliance with s. 787.06(13), Florida Statutes, the PROVIDER will execute Attachment (8) "No Coercion for Labor or Services Declaration" as defined in s. 787.06(2)(a), Florida Statutes.

In compliance with Florida Statute s. 435, PROVIDER will maintain, update and enforce a policy, and related procedure, regarding mandatory Level 2 background screenings for employees, volunteers, sub-contractors and vendors related to services funded in whole or part by the CHILDREN'S BOARD. Background screening requirements must be completed and on file with provider agency prior to services being rendered. To ensure compliance with background screenings requirements, refer to <https://www.myflfamilies.com>.

In compliance with Florida Statute s. 448.095 E-VERIFY REQUIREMENT PROVIDER will execute Attachment (7) "E-Verify Declaration" as defined in s. 448.095- Florida Statutes: attesting that PROVIDER will verify the work authorization status of newly hired employees and will require subcontractors to submit an declaration to PROVIDER that they are in compliance with the E-Verify requirement.

24. Conflict of Interest: The PROVIDER represents that it presently has no conflicting interest, financial or otherwise, in the performance of this Agreement and will acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of the Services. The PROVIDER will not retain any subcontractor, individual or company with whom the PROVIDER or any individual member thereof has an apparent or actual conflict of interest.

25. Non-Discrimination: The PROVIDER represents to the CHILDREN'S BOARD that the PROVIDER is in compliance with all applicable federal, state, and local civil rights laws and laws that protect persons with disabilities. PROVIDER will not, on the basis of race, color, national origin, religion, sex, age, disability, sexual identity, gender identity, or marital status, or any other basis prohibited by law, discriminate in any form or manner against PROVIDER'S participants, applicants for Services, or employees or applicants for employment. Within ten (10) business days of PROVIDER receiving notice that a discrimination complaint has been filed against PROVIDER or any of its employees or sub-contractors, PROVIDER will notify the CHILDREN'S BOARD that a discrimination complaint or notice has been filed. The PROVIDER asserts that it has a procedure for handling discrimination complaints and has designated a staff person to receive such complaints.

26. Drug-Free Workplace: PROVIDER will comply with the Drug-free Workplace Act, Section 440.101, Florida Statutes.

27. Other Financial Support: The CHILDREN'S BOARD'S funds may not be used for expenditures for which funding is available from other sources, and the Children's Board reserves the right to set off or reduce funding to Provider if funding is available from another source. The PROVIDER may not use funds received from the CHILDREN'S BOARD to supplant funds previously or subsequently received from another source. The CHILDREN'S BOARD encourages the use of its funds as a financial match for securing funds from other sources. All PROVIDERS should strive to maintain financial sustainability through funding diversification from sources other than the CHILDREN'S BOARD.

28. PROVIDER Representations: The PROVIDER represents that it is and will be during the term of this Agreement a corporation, a not-for-profit corporation, or a governmental agency operating in the state of

Florida and serving the residents of Hillsborough County. In compliance with s. 287.138(4)(a), the PROVIDER will execute Attachment (9) "Foreign Country of Concern Declaration", attesting that it is not owned by the government of a foreign country of concern as identified in s. 287.138(1)(c), Florida Statutes; does not have a controlling interest in the PROVIDER and is not organized under the laws of, or has its principal place of business in a foreign country of concern.

29. Confidential Information: Unless required by the Florida Records Law, the PROVIDER will not disclose any information in writing to the CHILDREN'S BOARD which specifically identifies a participant for any purpose not required by federal, state, or local laws and related regulations, except by written consent of the participant, or his/her responsible parent or guardian where authorized by law. In addition, the Provider will have established policy and written procedures to protect hard copy and electronic program and fiscal records against loss or disclosure to unauthorized individuals or agencies.

30. Title to Patents, Trademarks, Copyrights, and Other Materials: If activities supported by this Agreement produce original writings, sound recordings, pictorials, reproductions, drawings or other graphic representations, and works of any similar nature (together called Intellectual Property), the CHILDREN'S BOARD may use, duplicate, and disclose such Intellectual Property, in whole or in part, in any manner, for any purpose whatsoever, and have others acting on behalf of the CHILDREN'S BOARD do so and PROVIDER grants CHILDREN'S BOARD a non-exclusive royalty free license to use such Intellectual Property. However, that to the extent that such Intellectual Property is confidential pursuant to law, rule or regulation, including, but not limited to, Chapters (39) and (415), Florida Statutes, said Intellectual Property will not be disclosed, or improperly used in any manner whatsoever by the CHILDREN'S BOARD. If the Intellectual Property is solely created by PROVIDER, title to Intellectual Property will vest in PROVIDER, but no copyright, trademark, or patent on or for Intellectual Property will be obtained in the name of the PROVIDER without the prior written approval of the CHILDREN'S BOARD. If the PROVIDER does not obtain title to the Intellectual Property, PROVIDER shall assign such Intellectual Property to CHILDREN'S BOARD for no additional consideration and the CHILDREN'S BOARD may obtain in its name and may own all copyrights, trademarks, or patents on or for Intellectual Property. If the CHILDREN'S BOARD owns the Intellectual Property, no person, firm, or corporation, including PROVIDER, may use copyrighted or patented Intellectual Property or trademark without the prior written consent of the CHILDREN'S BOARD. Intellectual Property will not be used for personal gain of the PROVIDER or its employees, sub-contractors, agents, or others, other than to perform the services described in this Agreement.

31. Publicizing of CHILDREN'S BOARD Support: The PROVIDER agrees to acknowledge the CHILDREN'S BOARD support on all program materials, either electronic or print, by publishing the CHILDREN'S BOARD logo with a statement such as "funding for services generously provided by the CHILDREN'S BOARD OF HILLSBOROUGH COUNTY".

PROVIDER agrees to utilize every reasonable opportunity to publicize the support received from the CHILDREN'S BOARD, including publishing the CHILDREN'S BOARD logo on the PROVIDER website home page, establishing a link to the CHILDREN'S BOARD website on the PROVIDER website, and displaying the CHILDREN'S BOARD logo in PROVIDER service locations and administrative offices.

PROVIDER agrees to request that media acknowledge the financial support received from the CHILDREN'S BOARD (e.g., radio, television, online publications or programs, or newspapers.) PROVIDER agrees to provide information about the CHILDREN'S BOARD each year to its employees and governing Board of Directors at regularly scheduled meetings. PROVIDER agrees to notify the CHILDREN'S BOARD of all outreach activities related to the services provided in this agreement in advance of the event.

32. Participation in 2-1-1 Human Services Data Base: The PROVIDER agrees to participate in the 2-1-1 human services database by listing and updating its agency and program information and profile with

www.211atyourfingertips.org during the term of this Agreement.

33. Continuity of Operations and Emergency Management Services: The PROVIDER must have an Emergency Services Work Plan. The PROVIDER will submit to the CHILDREN'S BOARD a Disaster Verification Form within thirty (30) days of receiving an executed contract which attests that an Emergency Services Work Plan is in place and up to date to ensure that PROVIDER's property and services are able to respond and recover from any natural and/or man-made disaster/event.

- a. In the event of a local, state, or federal government declaration of a state of emergency pursuant to Chapter (252), Florida Statutes, or similar authorization, for all or part of Hillsborough County, the PROVIDER and the CHILDREN'S BOARD may agree, in an Emergency Services Work Plan that all or part of the unperformed Services under this Agreement shall be suspended and/or that all or part of the unperformed Services shall be revised, modified, reorganized, or changed into services to carry out Emergency Management as defined in Chapter (252), Florida Statutes, or similar law, (called "Emergency Management Services" in this Agreement). Such Emergency Management Services shall be performed at locations designated by the CHILDREN'S BOARD. The Emergency Services Work Plan may provide that all or part of the unpaid payments by the CHILDREN'S BOARD under this Agreement shall be used to pay PROVIDER for such Emergency Management Services. The Emergency Management Services may be performed separately, or in coordination with, or under the direction of other government agencies as designated by the CHILDREN'S BOARD. The PROVIDER shall assist in Emergency Management Services to the best of its ability.
- b. The CHILDREN'S BOARD may continue to pay the PROVIDER for up to six (6) months after a declaration of emergency to assist the PROVIDER in recovering its financial and institutional capacity that may have been diminished in performing Emergency Management Services.
- c. The Emergency Services Work Plan and any amendment may be in writing or may be temporarily implemented by oral agreement recorded in any form of audio recording with the consent of all parties.
- d. PROVIDER shall incorporate this Continuity of Operations and Emergency Management Services clause in all sub-contracts so that PROVIDER's sub-contractors have the same obligations toward PROVIDER as PROVIDER assumes toward the CHILDREN'S BOARD.

34. Costs of Litigation: The prevailing party in any litigation, administrative, or other proceeding arising out of the enforcement or interpretation of this Agreement will be entitled to recover from the other party the following fees, costs, and expenses: (1) Attorney's fees in or prior to suit, mediation, trial court, appellate court, bankruptcy court or before any administrative body (including arbitration); (2) all court, mediation, and bankruptcy costs; (3) travel costs charged by the attorney, any consultant, or expert witness while working on the dispute or claim including travel costs for investigation, review, or analysis; or in preparing reports; or in preparing opinions, reviewing documents, contracts, or accounting records; or in preparing for or attending depositions, conferences, meetings, court, or mediation; (4) court reporter fees and litigation costs; (5) attorney, consultant or expert witness fees for all time spent in investigation, review, or analysis; or in preparing audits; or in preparing opinions, reviewing documents, contracts, or accounting records; or in research; or in preparing for or attending depositions, conferences, meetings, court, or mediation; (6) certified public accountant fees for all time spent working on the matter, including, but not limited to, time spent in investigation, review, or analysis; or on preparing audits; or in preparing opinions, reviewing documents, contracts, or accounting records; or in preparing for or attending depositions, conferences, meetings, court, or mediation; and (7) all costs charged by the attorney, any consultant, or expert witness for services or copying, postage, long distance telephone calls, or preparing exhibits and all costs and expenses incurred by the prevailing party in conducting

or defending the suit, action, or proceeding, including any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions), as well as costs not taxable thereunder and including all attorney's fees and expenses, and court costs even if not recoverable by law including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, reasonableness of the amount of attorney's fees and costs and post-judgment proceedings. The prevailing party shall be that party which shall have prevailed on a majority, but not necessarily all, of the material issues which were adjudicated in such proceedings. Nothing in this paragraph will be construed as requiring arbitration. This provision shall survive termination of this Agreement.

35. Public Entity Crimes: Per Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute s. 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

36. No Third-Party Beneficiaries: No third party will have any right to enforce this Agreement. This Agreement is intended for the sole benefit of the CHILDREN'S BOARD and the PROVIDER.

37. Governing Laws: This Agreement will be governed by the applicable laws, rules, and regulations of the State of Florida, Hillsborough County (without application of its conflict of laws provision) or the applicable laws, rules, and regulations of the United States when providing Services funded by the United States government.

38. Integration: This Agreement and the attachments referenced above contain the entire agreement between the parties. There are no other oral agreements which are inconsistent with the terms and conditions of this Agreement.

[SIGNATURES ON PAGE THAT FOLLOWS]