

**EXHIBIT "A"**  
**GENERAL CONDITIONS**

The Agreement entered into between the **Children's Services Council of Palm Beach County** (the "Council") and the **Provider** shall be subject to these General Conditions.

**1. Administration**

- a. **Services Rendered.** The services to be rendered by the Provider shall be provided in compliance with all terms and conditions set forth in this Agreement, which incorporates by reference **Exhibits "A", "B", "C"** and (as applicable) **"D"**, as well as any other exhibits, attachments and appendices, if applicable. Provider shall not discriminate against an employee, volunteer, or client of Provider on the basis of race, color, gender, marital status, familial status, sexual orientation, gender identity or expression, religion, national origin, disability, age, or any other characteristic protected by law, except that programs may target services for specific target groups as may be defined in this Agreement. Provider shall implement these services in a manner deemed satisfactory to the Council.
- b. **Cultural Competency.** The Provider will make every effort to obtain staff that has the cultural competency and language skills to work successfully in the community with the population being served.
- c. **Screening.** All Provider staff whose compensation is funded in whole or in part by the Council and all volunteers working on the program funded under this Agreement whose job function may involve engagement, interaction, or communication with children in any way must complete a satisfactory Level 2 background screening (as defined in Section 435.04, F.S.) and be satisfactorily rescreened every five (5) years thereafter, trained and received ongoing supervision by qualified professionals. All Provider staff hired during the term of this Agreement whose compensation is funded in whole or in part by the Council shall be checked using the E-Verify Program of the Department of Homeland Security within three (3) days of being employed. (The Provider is encouraged to use E-Verify program for all new hires.) All documentation/results of the required background screenings for the Provider's staff and volunteers will be retained at the Provider's office location and will be produced upon request of the Council. (Where the level 2 screening has been done by the School District of Palm Beach County, a copy of the badge provided by the School District for each applicable employee will constitute the required documentation. Providers using this service will notify the School District if one of its screened employees is no longer an employee of the Provider and shall comply with any other School District requirements for such a situation.) Should any applicable employee's or volunteer's satisfactory background screening results change, the Council must be notified in writing within five (5) days of receipt by the Provider.
- d. **Child Abuse Reporting.** All staff working in Council-funded programs will follow the child abuse reporting requirements under Florida law. Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both Provider and its employees.
- e. **Changes.** The Provider shall:

- i. Notify the Council in writing within five (5) business days of any changes that affect the provision of the services, such as changes in the board chair or personnel (specifically including changes of the Executive Director, Chief Financial Officer, or Program Director [or their equivalent]).
  - ii. Obtain written Council approval for any proposed changes in the program prior to implementation.
  - iii. Obtain written Council approval for any proposed changes in the amount of the program budget prior to implementation.
  - iv. Notify the Council in writing of any changes in name, address, telephone number of Provider (including changes in administrative and service locations) and/or any cash flow shortage situation within ten (10) calendar days of such change. "Cash flow shortage" for the purposes of this Agreement is defined as the inability at the Provider agency level to pay, from cash on hand, any or all of its current obligations when due. "Current obligations" are defined as payroll and associated payroll taxes, payments to vendors for employer benefits, payments to vendors for operating expenses, payments against credit lines and other secured notes.
- f. **Meetings.** A designated Provider representative(s) shall attend and participate in all meetings called by the Council or its staff.
- g. **Code of Conduct/Doing Business with CSC.** Provider acknowledges reviewing and agrees to abide by the Council's "Code of Conduct" and "Doing Business with CSC" provisions, copies of which are available upon request and are also available on the Council's website and which are incorporated herein by reference.

## 2. Compliance with Laws and Policies

- a. **Compliance with laws.** The Provider agrees to comply with all applicable federal, state and local laws in effect at the time of execution of this Agreement and as amended thereafter during the term of this Agreement, and affirms that it has not been suspended or debarred from the receipt of federal, state or local funding as stipulated under Executive Orders 12549 and 12689.
- b. **Public Entities Crime Act.** Provider will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Provider, consultant or other provider and 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 the Council; may not be awarded or perform work as a Provider, supplier, sub-provider, or consultant under a contract with the Council, and may not transact any business with the Council in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- c. **Confidentiality.** The Provider shall not use or disclose any information concerning a client served under the Agreement for any purpose not in conformity with federal and state laws and regulations **except** with the written consent of the client or his/her responsible parent or guardian, or when authorized by law. The Provider agrees to establish and maintain reasonable procedures and controls for safeguarding records so that no information contained in the Provider's records, or obtained from others carrying out the terms of the Agreement, shall be used by or disclosed by the Provider, its agents, officers or employees, except as provided by law. It shall be the responsibility of the Provider to take all reasonable steps necessary to implement promptly such procedures and controls in order to protect the privacy of a client receiving services under a program provided

hereunder and in order to ensure the maintenance of confidentiality of any medical or other information pertaining to such client.

- d. **Certification.** The Provider authorizes Nonprofits First, Inc. (Nonprofits First) to share with the Council the results of the Agency Certification Tool and any reports generated from consequent technical assistance. The Provider will have obtained and shall maintain the basic level of certification with Nonprofits First during the term of this Agreement. Renewal of the Agreement will be at the discretion of the Council and shall be subject to the maintenance of such certification. If this is the first year of Council funding, the Provider shall have obtained the basic level of certification within the time frame pursuant to the policy established by the Council (and acknowledges receipt of that policy, including the time frames for the milestones to be met during the process of obtaining certification) and shall thereafter maintain certification in order to be eligible for renewed funding. This requirement does not apply to municipalities or other governmental entities.
- e. **Policies.** The Provider will comply with the Council's Nepotism policy.
- f. **Social Security Numbers.** The Provider agrees, upon request of the Council, to give to its clients the statement regarding social security numbers, prepared by (and available upon request from) the Council, at such time, if any, that the Provider collects social security numbers from its clients.
- g. **Inspector General.** The Provider is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement and in furtherance thereof may demand and obtain records and testimony from the Provider and its subcontractors and lower tier subcontractors. The Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Provider or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Council to be a material breach of this Agreement justifying its termination.
- h. **Scrutinized Companies.** In executing this Agreement, if it is for \$1 million or more, Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Provider agrees the Council may immediately terminate this Agreement for cause if the Provider is found to have submitted a false certification or if Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Agreement.
- i. **Corrective Action.** If, during the term of this Agreement, there are deficiencies with Provider's compliance with this Agreement, the Provider will be advised in writing about the requirements necessary to correct any non-compliance problems. Corrective action shall be taken by the Provider to correct identified deficiencies, produce recommended improvements or demonstrate that deficiencies or findings are either invalid or do not warrant action. If appropriate, as determined by the Council, the Provider may be required to submit a corrective action plan. Failure to comply with a corrective action plan may lead to termination of this Agreement.

### 3. Records/Access

The Provider agrees to comply with the following requirements:

- a. To maintain its financial books, records and documents in accordance with generally accepted accounting procedures and practices, so that they sufficiently and properly reflect all expenditures of funds provided by the Council under this Agreement.
- b. To ensure that these records are available for inspection, review or audit by persons duly authorized by the Council to make such inspection, review or audit.
- c. To retain all financial records, supporting documents, statistical records and any other documents pertinent to the Agreement for a period of six (6) years following termination of the Agreement or, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of all such audit findings.
- d. To preserve and permit public access to all records, papers, letters, or other documents made or received in conjunction with the Agreement and the provision of services pursuant to the Agreement pursuant to the provisions of Chapter 119, Florida Statutes. Public records that are confidential by law or otherwise restricted from disclosure by law, including as required pursuant to the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR, Parts 160 and 164, must be protected from disclosure.
- e. To permit persons duly authorized by the Council to have full access to and the right to examine:
  - i. Any of the materials described in section 3.a. – d. during the term of this Agreement; and
  - ii. The premises where the program funded by the Council is conducted, for purposes of monitoring said program.

#### **4. Reports/Submission of Information and Documents/Data Quality**

- a. **Reports.** The Provider shall maintain and file with the Council such progress, fiscal, inventory, and other reports as the Council may require during the terms of the Agreement.
- b. **Program Data.** The Provider shall submit to the Council program data, including (i) to the extent permitted by law, client identifiable data and (ii) status of program capacity (staff to client/child/family ratio) as required by the Council. The Provider shall also furnish the Council with: reports of the effectiveness of the program or the required data to determine effectiveness; statistics and data on the number of persons served; and such other reports, data, and information that the Council may require to evaluate the effectiveness of the program. These reports shall be made as requested from the effective date of the Agreement and in a format provided by the Council. The Provider shall also inform the Council of, and allow the Council to review and comment on, any evaluation of the program conducted by a third party.
- c. **Data Requirements.** As a data-informed organization, the Council expects the Provider to collect and use program data for the purposes of ensuring continuous quality improvement and accountability toward achieving the Program's outcomes. Provider will support these efforts by submitting high quality data. Data is considered of high quality when it is accurate, timely, and complete.

High quality data accurately reflects the client, his/her participation in the program and outcome status. Data that is of high quality does not contain: invalid values (e.g., dates of birth in the future, assessment scores out of range); information that is contradictory to other information submitted; duplicate cases; data that is entered in an inconsistent format; and similar errors.

Timely data is defined based upon the type of submission: manual (typically, cumulative data) and automated (real time data). Manual data submission includes quarterly reports, excel spreadsheets and ACCESS database files; timely is considered to be data that is provided on or before the specified due date. Automated data submission includes data provided through entry into a Council designated data system(s); timely data entry is defined as occurring within a specified timeframe from the date of the activity, set by the policies and procedures of the system in which they are operating. Provider agencies using Healthy Beginnings Data System (HBDS) must submit data within 3 business days of the activity; and Quality Counts Providers must submit within 2 business days of the activity. Timeliness of automated data submission will be monitored using the reporting functions of the various data systems.

Completeness of data refers to the extent to which all data fields that require data are completed, do not contain missing data, or a significant number of responses of "Unknown". Required data includes data that must be entered into an automated system in order to save the information as well as information that is requested by the Council for evaluation and program monitoring purposes.

Demographic, screening/assessment and participation and other related data is required for all clients enrolled in a program (data requirements for "Quality Counts" providers are set forth in Exhibit "B"). Outcome data must be collected and entered on all clients who received program services, regardless of whether the recommended dosage was given or not. Clients who are eligible for evaluation of outcome achievement include those who have received the recommended dosage and/or who have participated for a designated length of time as specified by the program model. This would include recommended length of services and/or follow-up periods designated (e.g., no abuses 12 months post program completion). For programs that do not have designated dosage, clients who are discharged with completed services are eligible for evaluation of outcome achievement. In order for outcomes to be evaluated, data for each outcome needs to be complete and accurate for 85% or more of the clients who are eligible to be assessed for each outcome. The Council will work with the Provider to make available resources and tools to assist with ensuring high quality data.

When poor quality data (inaccurate, incomplete, and/or late) is identified, it is the expectation that the Provider shall address and resolve the identified issue(s). If the issue(s) is not resolved within a specified time frame agreed upon with the Council's Program Officer, a Corrective Action Plan will be developed.

- d. **Threatened or Pending Litigation.** Provider shall report to the Council during the term of the Agreement any threatened or pending litigation against the Provider, including a description of the nature of the claims involved, and, upon request, to furnish information on the status of and copies of pleadings filed in such litigation.
- e. **All Revenues.** Provider shall accurately report to the Council, in a format deemed acceptable by the Council, all revenues regardless of source received by or for the program funded pursuant to this Agreement. Revenues include, but are not limited to, Medicaid or insurance reimbursement,

donations, grants, and program income; i.e., fees paid for services. In the event the Provider fails to properly report all program revenues and the Council subsequently learns that such income was not properly disclosed, the Council reserves the right to reduce the amount to be paid to the Provider by the Council by the amount not disclosed (or, if payment has already been made, to recover said amount), or to terminate the Agreement, or both.

- f. **Documentation.** Provider shall submit and maintain on file with the Council a current copy of the following, which shall state the Provider is “up to code” or similar language indicating that no licensing or certification issues exist:
  - i. Certificates of insurance, as required by section 10. Below;
  - ii. Service site(s) Fire Inspection Certificate(s);
  - iii. HIPAA Business Associate Agreement, if applicable;
  - iv. Audit, as required by section 5 below.

## 5. Audit

- a. **Non-Government Entities.** Provider shall submit, upon completion of the Agreement, a Generally Accepted Government Auditing Standards (GAGAS) (the “Yellow Book”) audit (“the Audit”) together with management letter or an OMB Circular A-133 (Single Audit), within one hundred eighty (180) days of the Provider's fiscal year end to Nonprofits First. In the event that the Provider's fiscal year end occurs prior to the completion of the term of the Agreement, the Provider will supply the Audit and accompanying management letter for each of the Provider's fiscal years occurring during the term of the Agreement, each such audit and management letter to be provided to Nonprofits First within one hundred eighty (180) days of the Provider's fiscal year end. Nonprofits First shall share its analysis of Provider's Audit with the Council along with a complete copy of the audited financials and management letter. If no report or management letter is prepared by the independent certified accounting firm, and this fact is not clearly stated in the Audit, then the independent certified accounting firm must confirm in writing to the Council that no such report was submitted to Provider.
- b. **Government Entities Only.** Provider shall submit, upon completion of the Agreement, a Generally Accepted Government Auditing Standards (GAGAS) (the “Yellow Book”) audit (“the Audit”) together with management letter or an OMB Circular A-133 (Single Audit) within the earlier of: i) ten (10) business days after the audit is submitted to the State of Florida Auditor General; or ii) one year from the date of the end of the fiscal year for which the Audit is being conducted. In the event that Provider's fiscal year end occurs prior to the completion of the term of the Agreement, the Provider will supply the Audit and accompanying management letter for each of the Provider's fiscal years occurring during the term of the Agreement, each such Audit and management letter to be provided within the earlier of: i) ten (10) business days after the Audit is submitted to the State of Florida Auditor General and ii) one year from the date of the end of the fiscal year for which the audit is being conducted. **This section 5.b. does not apply to State Agencies or subdivisions.**

## 6. Outreach/Education

- a. **Provider Participation.** The Council relies on all providers, to help ensure that our community recognizes the importance of the work we all do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the Council: who it is, its role in funding, how it works, and what they – the taxpayers – are funding. The names and logos of either (i) the Provider or program funded under this Agreement and (ii) the Council are to be

displayed in all communications, education and outreach materials. The Identity Manual guidelines are to be followed for identifying the Council and can be found with the logo at ([www.cscpbcc.org/logos](http://www.cscpbcc.org/logos)).

- b. **Specific Activities.** Specifically, Provider agrees that it shall:
- i. Distribute a press release announcing that it has been awarded funding by Children’s Services Council of Palm Beach County.
  - ii. Identify Council as a funder in media interviews.
  - iii. Display the Council’s logo according to the specific guidelines at the web address above:
    - On printed materials including stationery, brochures, flyers, posters, etc. describing or referring to a program or service funded by the Council.
    - On all materials distributed or displayed at events pertaining to program services funded by the Council.
    - Signs and banners at events that Provider sponsors or participates in, which are open to the general public (excluding fundraising events).
    - On Provider’s website – please refer to the guidelines for logo use and hyperlink to the Council’s website; include language linking the websites and names of Provider’s organization and the Council.
    - On signage provided by the Council to be placed in Provider’s office or lobby visible to the public.
  - iv. Notify the Council’s Communications Division of events open to the public that Provider will participate in or sponsor where services funded by the Council are represented. Notification should be made when date for the event is determined.
  - v. When Provider describes the Council in any of its written materials (including press releases), use the language provided below and on the Council’s website ([www.cscpbcc.org/logos](http://www.cscpbcc.org/logos)).  
*Children’s Services Council of Palm Beach County, a special district created by Palm Beach County voters, provides leadership, funding and research on behalf of the county’s children so they grow up healthy, safe and strong.*
  - vi. Provider shall notify the Council’s Communication Division of any press release or media interview relating to this Agreement or the program funded under this Agreement.
  - vii. **Contact the Council’s Communications Division regarding questions: 561-740-7000 or [communications@cscpbcc.org](mailto:communications@cscpbcc.org).**
- c. **Collateral Materials.** The Council will produce and supply to Provider, at no cost, collateral materials that highlight the system of services within which Provider’s program is funded. The Council will also supply to Provider, at no cost, translation services – Spanish and Creole – for printed materials related to the program funded by the Council under this Agreement.

## 7. Payments/Financial Guidelines

- a. **Fiscal Guidelines.** The fiscal administration of the Agreement will comply with the Council's then-current "General Administrative Fiscal Guidelines" [the “Fiscal Guidelines”], a copy of which is available on the Council’s website ([www.cscpbcc.org](http://www.cscpbcc.org)) and which are incorporated herein by reference.
- b. **Electronic Funds Transfer.** Payments for services rendered pursuant to the Agreement shall be made to the Provider monthly on a reimbursement basis by electronic funds transfer. The Provider shall provide the Council with the necessary banking information to receive such reimbursement.

- c. **Invoices.** The Provider shall submit an invoice to the Council by the tenth (10) day (or next business day) of each month following the month in which the services were provided. The invoice will include documentation reflecting all expenditures made by the Provider under the Agreement, in such form as may be reasonably required by Council. Subject to the availability of funds, the Council will provide reimbursement to the Provider within forty-five (45) days after receipt of the invoice. The Provider shall submit a final invoice to the Council no later than October 31, after the end of each year of the Agreement (with appropriate documentation). The Council will not reimburse the Provider for any expenditures made by the Provider under the Agreement that are submitted after the October 31 deadline.
- d. **Return of Payments.** The Provider agrees to return to the Council any overpayments made through inadvertence or miscalculation or because payment is later disallowed as not having been properly earned under the Agreement. Such funds shall be refunded in full by the Provider to the Council by the earlier of:
- i. Twenty (20) days from the date of written notification by the Council to the Provider of overpayment or disallowance; or
  - ii. Thirty (30) days following the end of the Agreement.
  - iii. The Council shall have the right to deduct, from any subsequent payment request submitted by the Provider, the amount of any overpayments or disallowed funds not previously refunded to the Council.
- e. **Re-determining Allocation.** Notwithstanding anything herein to the contrary, the parties agree that the dollar amount of funding set forth in the Agreement may be reduced in the event that the Council determines that the Provider will not spend the entire amount allocated by the end of the effective period of the Agreement; for example, as a result of the inability to maintain program capacity or to meet parameters in **Exhibit "B"**. This determination may be made (i) during the course of reviewing a budget revision submitted by the Provider pursuant to the Council's procedures or (ii) based upon the Council's monitoring of the Provider's program and its expenditure history. Before any such reduction becomes final, the Provider will be notified in writing of the proposed action and shall have the opportunity to address the Council's Board regarding the proposed reduction. The decision of the Council's Board on this issue shall be final. If the Council reduces the dollar amount, the Provider may, within the first 30 days after said Council action, terminate this Agreement upon 24 hours' notice. Subject to the provisions of the Agreement, Council shall reimburse the Provider for all monies expended up to and including the effective date of the termination.
- f. **5% Charge.** The Council may assess a charge amounting to five percent (5%) of the Provider's current month's request to the Council for reimbursement for each month that a program is out of compliance with the timely submission of fiscal and programmatic data as required by Sections 5. and 7.c. of the Agreement, utilizing the applicable procedures set forth in the "Fiscal Guidelines" (unless otherwise specified in the Guidelines, notification letters regarding overdue documents will be sent to the Provider's Executive Director [or equivalent position]). At the discretion of the Council's Program Review Committee a \$10.00 per day charge may be added to the 5% charge for items not submitted within sixty (60) days of the original due date. This charge may also apply if the program does not provide: (i) Nonprofits First (for Providers subject to section 5.a. above) its Audit and management letter, or (ii) the Council (for Providers subject to section 5.b. above) its Audit and management letter and (iii) for all programs, the Council with current copies of the following documents (as applicable):
- i. Certificates of Insurance, as required by Section 10. below;



- ii. Service site(s) Fire Inspection Certificate(s), if applicable
- iii. HIPAA Business Associate Agreement, if applicable

## 8. Capital Items

- a. **Restrictions.** Capital items acquired by the Provider, the costs of which are or were reimbursed by the Council pursuant to its policies, shall be subject to the following requirements:
  - i. said items may not be mortgaged, pledged, or hypothecated without the prior written approval of the Council;
  - ii. said items shall be maintained in operable condition; and
  - iii. said items will be insured against loss or theft.
- b. **Return upon Termination.** Upon termination or earlier cancellation of the Agreement, at the Council's request (unless there is specific prior notification that this requirement is waived by the Council), capital items acquired by the Provider and reimbursed by the Council handled pursuant to the Council's "Fiscal Guidelines". The Council retains its rights to all non-consumable, non-disposable supplies, equipment, curricula and/or other materials purchased with the Council's funding. Should this Agreement be terminated or not renewed, any or all such materials shall be returned to the Council, or its designee(s) upon request, subject to the provision of the preceding sentence for capital items.

## 9. Responsibility For Program

- a. **Provider Responsible.** The Provider agrees that, as between the parties to the Agreement, it is solely responsible for operation and management of the program funded hereunder and that the Council has not and will not be involved in any way in such operation and management. To the extent permitted by Florida law, the Provider agrees to indemnify and hold harmless the Council from liability on account of any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments and damages accruing, including court costs and reasonable attorneys' fees (at the trial, appellate, post-judgment or bankruptcy procedure level) as a result of: a breach of the provisions of the Agreement, services performed or not performed or any negligent act by the Provider, arising from funding granted or not granted by the Council, or any action arising out of the operation of the Agreement.
- b. **Independent Contractor.** The Provider is performing the services and duties required hereunder as an independent contractor and not as an employee, agent, partner of, or joint venture with the Council. The Provider shall assume sole and exclusive responsibility for the payment of wages, including overtime, to all its employees for services performed by them under this Agreement and shall at all times adhere to the requirements set forth in the Fair Labor Standards Act. The Provider shall, with respect to said employees, be responsible for withholding federal income taxes, FICA and any other applicable withholding, paying federal social security taxes, maintaining unemployment insurance and maintaining worker's compensation coverage in amounts required by applicable federal and state law, and paying for any benefits under Provider's personnel policies.

## 10. Insurance

The Provider shall be responsible for providing general liability insurance coverage at a minimum of \$1 million and whatever other insurance coverages are deemed reasonably necessary by the Council, which insurance shall be maintained at all times during the existence of the Agreement and shall name the

Council as an "additional insured" thereunder. Upon execution of the Agreement, the Provider shall furnish the Council with written verification of the existence of such insurance coverage. In the event that the Provider transports children in connection with the program (or any portion thereof) funded by the Council, the Provider shall at all relevant times have and maintain general automobile insurance. **This section does not apply to State Agencies or subdivisions.**

#### **11. Restrictions on Subcontracting or Assignment**

- a. **Approval and Other Requirements.** The Agreement may not be assigned or subcontracted to any other party by the Provider without the prior written approval of the Council. Any such subcontract shall comply with (i) the "Lead Agency Administrative Guide" (unless specifically stated in this Agreement as not having lead agency responsibilities) and (ii) subcontract provisions required by the Council (these documents are available upon request to the Council). The Provider shall submit to the Council and maintain a copy of all subcontracts related to the operation or management (or both) of the program. The Provider shall provide the Council with periodic monitoring reports related to any subcontracts, pursuant to the monitoring schedule set forth in **Exhibit "B"**. Provider acknowledges and agrees that the Council and any subcontractor to this Agreement have authority to communicate and exchange information about contract, program, and/or fiscal issues. Provider waives any and all claims, demands and/or legal action based upon any such communications.

Provider shall be responsible for all services performed, and all expenses incurred, under this Agreement including services provided and expenses incurred by any and all subcontractors. The Council shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract. Provider shall be solely liable for any expenses or liabilities incurred under any subcontract. Provider shall hold harmless and defend, at Provider's expense, the Council against any claims, demands or actions related to any subcontract.

- b. **Documentation Requirement.** The Provider shall include the record keeping reports, and audit requirements of sections 3 through 5 of this Agreement in all approved subcontracts and assignments.

#### **12. Non-Exclusive Basis**

The services provided by the Provider hereunder are provided on a non-exclusive basis, and the Council specifically reserves the right to contract with others for similar services. The Agreement shall give no rights to any person or entity who is not a party hereto.

#### **13. Termination / Suspension**

- a. **Unavailability of Funding.** In the event funds to finance the Agreement become unavailable to the Council, the Council may terminate the Agreement upon no less than five (5) days written notice to the Provider. The Council shall be the final authority as to the availability of funds.
- b. **Breach.** Notwithstanding any other provision of the Agreement, the Council may terminate the Agreement for any breach by the Provider. If the Council intends to terminate the Agreement, notice shall be provided in writing to the Provider no less than twenty-four (24) hours prior to the effective date of the termination.

- c. **Suspension of Payment.** Alternatively, at its discretion, the Council may, for reasonable cause, suspend the payment of funds pending (i) corrective action by the Provider or (ii) a decision by the Council to terminate the Agreement. The Council may, for reasonable cause, inform the Provider that the Council will have no further obligation to reimburse the Provider for any expenses the Provider incurs, pending corrective action by the Provider or a decision to terminate the Agreement. The suspension of payment of funds or obligation for further reimbursement may apply to all or part of the Provider's operations funded by the Council.
- d. **No Waiver.** The Council's failure to terminate or suspend a Provider for past breaches of the Agreement shall not be construed as a waiver of its right to demand strict compliance with the terms of the Agreement or to terminate for said breaches or similar breaches, and shall not be construed to be a modification of the terms of the Agreement.
- e. **Termination by Either Party.** Either party may terminate this Agreement with or without cause, provided that such party shall give sixty (60) days' notice in writing to the other party. Subject to the provisions of this Agreement, the Council shall reimburse the Provider for all monies expended pursuant to the Agreement up to and including the effective date of the termination.
- f. **The following sections shall survive termination of this Agreement: 2.g, 3.c., 3.d., 5., 7.d., 8., and 9**

#### 14. Entire Agreement /Amendment

The Agreement, which includes the attached **Exhibits "A", "B", "C"** and (as applicable) **"D"**, as well as any other exhibits, attachments, and/or appendices, if applicable, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or to bind any of the parties hereto. With the exception of any adjustment to funding pursuant to section 7.e. above, the Agreement shall not be modified unless in writing and signed by both parties hereto. The parties may sign the Agreement or any modifications to this Agreement by means of an "electronic signature", as defined in §668.50, Florida Statutes. The parties further agree that the Agreement and any modifications may be treated as an "electronic record" pursuant to §668.50, Florida Statutes.

#### 15. Miscellaneous

- a. **Applicable Law/Venue/No Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of law provisions. Any controversies or legal problems arising out of the terms of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida. **By entering into the Agreement, the parties hereby expressly waive any rights either party may have to trial by jury in any litigation of this Agreement.**
- b. **Notices.** Except as otherwise specified in this Agreement, whenever either party desires to give notice unto the other, such notice must be in writing, sent by United States Mail, postage prepaid or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party indicated on the Cover Page under the Notices section.

- c. **No Third Party beneficiaries.** Neither the Council nor Provider intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
  
- d. **Multiple Originals.** This Agreement may be fully executed in two (2) or more copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.