



**Interoffice Memorandum**

April 25, 2019

**AGENDA ITEM**

TO: Mayor Jerry L. Demings  
-AND-  
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director  
Community and Family Services Department

FROM: Tracy Salem, Manager  
Youth and Family Services Division

CONTACT: **Keith Yannessa, Sr. Contract Administrator**  
**(407) 836-6521**

*Y/Bell for Lonnie*

**SUBJECT: Consent Agenda Item – May 7, 2019**  
Approval of Schedule F of the SNAP License Agreement between Earls court-Creche Child Development Institute and The Florida Network of Youth and Family Services, Inc.

On November 3, 2015, the Board approved Subcontract Amendment 2 with The Florida Network of Youth and Family Services, Inc. (Florida Network) to add the Stop Now and Plan (SNAP) program to the Children In Need of Services/Families In Need of Services contract through the Youth and Family Services Division's Family Counseling Program.

The SNAP program is an evidenced-based model that provides direct services to at-risk youth and families. SNAP is tailored to meet the needs of children ages 6 to 12. It is designed to intervene prior to the youth entering the juvenile justice system or going deeper into the system. Schedule F is to acknowledge that, as a provider of SNAP services, the County has received a copy of the License Agreement between Earls court-Creche Child Development Institute and The Florida Network of Youth and Family Services, Inc.

Consent Agenda Item – May 7, 2019  
Approval of Schedule F of SNAP License Agreement  
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**ACTION REQUESTED: Approval and execution of Schedule F of SNAP License Agreement between Earls court-Creche Child Development Institute and The Florida Network of Youth and Family Services, Inc.**

KY:jam

Attachment

c: Randy Singh, Deputy County Administrator  
Yolanda Brown, Fiscal Manager, Community and Family Services  
Johonna Brown, Sr. Program Manager, Youth and Family Services  
Diana Mendez, Medical and Mental Health Services Administrator, Youth and Family Services Division



## SNAP® LICENSE AGREEMENT

**THIS SNAP® LICENSE AGREEMENT** (the “**Agreement**”) is made as of this 1<sup>st</sup> day of October, 2018 (the “**Effective Date**”).

**BETWEEN:**

**EARLSCOURT-CRÈCHE CHILD DEVELOPMENT INSTITUTE**

carrying on business as

**CHILD DEVELOPMENT INSTITUTE**

a corporation incorporated without share capital  
pursuant to the laws of the Province of Ontario

(the “**Institute**”)

- and -

**THE FLORIDA NETWORK OF YOUTH AND FAMILY SERVICES, INC.**

having a place of business at

2850 Pablo Avenue, Tallahassee, Florida 32308 USA

(“**Licensee**”)

**WHEREAS** the Institute is the owner of certain proprietary resource materials (the “**Resource Materials**”) and trademarks (the “**Trademarks**”) as more particularly set out in Schedule “A”, as may be amended by the Institute in its sole discretion from time to time (the Resource Materials and Trademarks are collectively referred to as the “**Works**”);

**AND WHEREAS** the Institute uses the Works in connection with the provision of not-for-profit mental health and educational services to children;

**AND WHEREAS** the Institute wishes to license certain rights to the Works to persons providing not-for-profit mental health and educational services who have agreed to adhere to the Institute’s Standards (as defined in sub-Section 2(a));

**AND WHEREAS** the Licensee has agreed to adhere to the Standards and wishes to use the Works;

**AND WHEREAS** the parties wish to confirm their agreement with respect to the license of the Works upon the terms hereinafter set out;

**NOW THEREFORE** in consideration of the mutual agreements and covenants contained herein and other good and valuable considerations, the receipt and sufficiency, which is hereby acknowledged, the parties agree as follows:

**1. License.**

- (a) License. Subject to the terms and conditions set out in this Agreement, the Institute grants to Licensee, a limited, non-exclusive, non-transferable, revocable license in the Territory (defined in sub-Section (c)) to use the Works in association with providing not-for-profit mental health and/or educational services to children and families, comprising counselling, group therapy, the provision of day camps, providing teaching and education services, and the operation of residential facilities (collectively, the “**Services**”).

- (b) Subcontractors. The Institute agrees to allow the Licensee to retain certain permitted subcontractors to use the Works. The list of permitted subcontractors is listed in Schedule "E". Any additions or subtractions from Schedule "E" during this Agreement must be agreed upon in writing by both Parties. A representative from each Subcontractor must acknowledge receipt and understanding of this Agreement by signing Schedule "F".
- (c) Territory. Licensee may only use the Works in association with the Services it provides with and through the Subcontractors at their locations listed in Schedule "E" (the "**Territory**").
- (d) Term. The term of the license hereby granted will be effective for twelve (12) months from the Effective Date (the "**Term**"). This Agreement will automatically renew for successive terms of twelve months at the Fees (defined in sub-Section 2(c)) then in effect, unless terminated as set forth herein.

## 2. **Conditions of Use.**

- (a) Standards. The Licensee will use the Works in strict compliance with the applicable standards set forth in Schedule "B" and the manuals of the Institute as may be modified by the Institute from time to time (the "**Standards**").
- (b) SNAP® Affiliate. The Licensee agrees that its use and its Subcontractors' use of the Works will require them to strictly adhere to the Standards. Not less than once per calendar year, and more frequently if necessary, the Institute will determine, in its sole discretion, whether the Licensee and its Subcontractors have strictly met and adhered to the Standards. If the Institute is satisfied, in its sole discretion, that the Licensee and its Subcontractors have strictly met and adhered to the Standards, it will, on an annual basis, designate the Licensee and its Subcontractors as SNAP® Affiliates and the Licensee and its Subcontractors may designate themselves as such. Any failure (whether or not material) of the Licensee or its Subcontractors to meet the Standards to the sole satisfaction of the Institute may, in the Institute's sole discretion, result in the loss or suspension of the Licensee's and its Subcontractor's SNAP® Affiliate status and/or termination of this Agreement in the sole discretion of the Institute.
- (c) Fees. In consideration of the license granted in this Agreement, the Licensee agrees to pay the fees set out in Schedule "C" (the "**Fees**") within thirty (30) days of receipt of an invoice from the Institute. The Licensor may, in its sole discretion, amend the Fees at any time and from time to time in Schedule "C" by sending written notice to the Licensee at least thirty (30) days in advance of such amendment.
- (d) Licenses and Approvals. The Licensee represents, warrants and covenants that as of the Effective Date and throughout the Term that it holds all licenses, permits and approvals necessary under applicable laws, regulations, rules, policies, and professional and ethical guidelines (collectively, "**Applicable Laws**") applicable to the Services. Licensee agrees to provide the Services and use the Works in a professional manner and in compliance with all Applicable Laws, including, without limitation, the privacy requirements set out in Schedule "D".
- (e) Right to Inspect. The Licensee agrees that the Institute will, on a regular basis and on reasonable notice, be permitted to visit the premises of the Licensee and its Subcontractors to ensure compliance with the Standards and to observe the manner in which the Works are utilized and the Services provided. In addition, Licensee and its Subcontractors will submit to the Institute at

Licensee's sole expense a reasonable number of samples of Works and materials used in connection with the Services, including without limitation audio and/or visual recordings, Developments (as defined in sub-Section 2(f)) and advertising materials, upon the Institute's request.

- (f) Copying and Modification. The Licensee and its Subcontractors will not copy or modify the Works without the prior written approval of the Institute. All intellectual property arising out of or in connection with use of the Works, including, without limitation, any cultural adaptations, translations, modifications, improvements and enhancements of the Works (collectively "**Developments**"), will form part of the Works and will be the exclusive property of the Institute. Licensee hereby assigns and transfers and, to the extent any such assignment cannot be made at present, will assign and transfer, to the Institute and its successors and assigns all right, title and interest in all Developments and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights (whether registered or unregistered) in all countries and territories worldwide and under any international conventions and waives or agrees to cause those persons providing the Services to waive, all moral rights in such Developments in favour of the Institute and its designees.
- (g) Personnel. The Licensee will be responsible for ensuring that all of its personnel (including, without limitation, directors, officers, employees and independent contractors) (collectively, "**Personnel**") utilize the Works in accordance with the terms of this Agreement and will be responsible for any breaches of this Agreement by such Personnel.
- (h) Training. The Licensee acknowledges and agrees that an essential element of the SNAP<sup>®</sup> program is the training of qualified persons to deliver the SNAP<sup>®</sup> program. The Licensee agrees to comply with the training and consultation arrangements set forth in Schedule "B". All SNAP<sup>®</sup> service delivery Personnel will participate in formal training provided by the Institute or its designate. The Licensee represents, warrants and covenants that only persons who have been trained by the Institute or its designate in accordance with this Agreement may use and deliver the SNAP<sup>®</sup> program.

### 3. Intellectual Property.

- (a) Ownership. Licensee acknowledges and agrees that the Works are the sole property of the Institute and, except as expressly set out in this Agreement, Licensee does not acquire any rights therein.
- (b) Lawful Access. The Licensee will take all reasonable precautions to prevent access or use of the Works in any way that would constitute a breach of this Agreement, including, without limitation, taking such precautions to prevent unauthorized access to, distribution, copying, use or other exploitation of the Works as the Licensee takes to protect its own proprietary information, and in no case less than a reasonable level of protection consistent with similar service providers.
- (c) Confidential Information. The Licensee agrees only to use the Works in accordance with this Agreement and to keep in strict confidence the Works which the Institute has identified as confidential information, and not to disclose such materials to any third party without the Institute's prior written consent. The confidentiality obligations set out in this clause will not apply to any information which:

- (i) is in the public domain or has subsequently entered the public domain (otherwise than as a result of disclosure by Licensee or any of its officers, employees, agents, contractors or representatives);
  - (ii) was at the time of its receipt by Licensee already in the possession of Licensee free from any obligation of confidentiality towards the Institute, and had not been acquired previously by any person in breach of any obligation of confidentiality towards the Institute; or
  - (iii) has been disclosed to Licensee under an express written statement that it is not confidential.
- (d) Notices. Licensee will conspicuously mark all copies of the Works and related SNAP® materials (program and research) with the following notice:
- (i) Copyright © Child Development Institute, Toronto, Canada. All rights reserved.
  - (ii) SNAP and SNAP STOP NOW AND PLAN and associated logos and indicia are trademarks owned by or licensed to Child Development Institute and are used by **THE FLORIDA NETWORK OF YOUTH AND FAMILY SERVICES, INC. and its Subcontractors**, as listed in Schedule "E", under license.
- (e) Trademarks. Licensee will only be entitled to use the Trademarks on the Resource Materials and SNAP® program advertising and marketing as approved by the Institute from time to time. Licensee will use the Trademarks in accordance with this Agreement and any directions provided by the Institute to the Licensee from time to time. Any and all goodwill which arises by Licensee's use of the Trademarks will enure to the benefit of the Institute and Licensee hereby assigns and agrees to cause its Personnel to assign, all such goodwill to the Institute.
- (f) Changes and Suspension of Use. The Institute may, at any time in its sole discretion, require Licensee to modify or discontinue the use of all or any portion of the Works or to use one or more additional or substitute trade names or trademarks. Licensee will forthwith comply with the Institute's direction at Licensee's sole cost and expense.
- (g) Challenging the Institute's Rights. Licensee will not dispute or contest, directly or indirectly, the validity or enforceability of the Works, the ownership and title or any rights of Licensor in the Works, nor directly or indirectly attempt to depreciate the value of the goodwill attaching to the Works, nor counsel, procure or assist anyone else to do any of the foregoing. Licensee will not register or use any trademarks which dilute or are confusingly similar to the Trademarks.
- (h) Continuing Assistance. Licensee will co-operate and assist the Institute with respect to securing, maintaining and enforcing the Institute's rights in the Works against any third party. Licensee will execute, and cause all Personnel to execute, such documents, and do, and cause all Personnel to do, such acts and things as may, in the sole opinion of the Institute, be necessary to secure, maintain and enforce such rights.

#### 4. **Disclaimers, Limitation of Liability & Indemnity**

- (a) Use Disclaimer. The Licensee acknowledges and agrees that the Works are not intended to be used to diagnose any person or condition, but are provided merely as a tool for the early assessment of potential anti-social behaviour. The

Licensee acknowledges and agrees that the Works may only be used by those of its Personnel who have been trained in accordance with this Agreement and by clinicians and professionals having professional certification and experience in assessing anti-social behaviour.

- (b) GENERAL DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WORKS ARE PROVIDED "AS IS." THE INSTITUTE DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (I) IMPLIED WARRANTIES OF MERCHANTABILITY, (II) FITNESS FOR A PARTICULAR PURPOSE, (III) NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, AND (IV) THAT THE WORKS OR THE RESULTS DERIVED FROM THE WORKS WILL MEET LICENSEE'S OR ITS PERSONNEL'S OR ANY OTHER PERSON'S REQUIREMENTS OR EXPECTATIONS.
- (c) LIMITATION OF LIABILITY. OTHER THAN DIRECT DAMAGES AND SUBJECT TO THE PROVISIONS OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE INSTITUTE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS (COLLECTIVELY THE "THE INSTITUTE REPRESENTATIVES") BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF WORKS, INCLUDING, BUT NOT LIMITED TO, ANY USE AS PROVIDED FOR IN THIS AGREEMENT, EVEN IF THE INSTITUTE OR THE INSTITUTE REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS INTENDED TO APPLY AND DOES APPLY WITHOUT REGARD TO WHETHER SUCH DAMAGES ARE CLAIMED, ASSERTED OR BROUGHT IN AN ACTION OR CLAIM SOUNDING IN TORT OR CONTRACT, OR BASED ON THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR UNDER ANY OTHER LAW OR THEORY OF LIABILITY.
- (d) Indemnification. Licensee agrees to defend, indemnify and hold the Institute and the Institute Representatives harmless from any and all liabilities, claims, costs and expenses, including reasonable legal fees, related to or in connection with any use of the Works, including, but not limited to, any use by the Licensee, the Subcontractors or its Personnel as provided in this Agreement.
- (e) Insurance. Licensee will obtain, at its own cost and expense, insurance coverage including professional liability insurance and claims based coverage, for a minimum of \$2 million Canadian, the terms of which are reasonably acceptable to the Institute, and prior to any delivery of Services in association with the Works, licensee will submit to the Institute a certificate of insurance naming the Institute as an additional insured party within 10 business days (any day that is not a Saturday, Sunday or day that the commercial banks in the Province of Ontario are not open) from the Effective Date. Licensee will keep such policy in force during the term of this Agreement and for at least two (2) years thereafter, and will submit to the Institute proof of renewal at least 10 business days prior to the expiration of the original term of insurance and each renewal term thereafter.

If Licensee fails to obtain and/or maintain said insurance pursuant to the requirements of this sub-Section (e), the Institute may immediately terminate this Agreement by serving notice of such termination on Licensee.

The provisions of this paragraph and Licensee's obligations hereunder will survive the expiration or any other termination of this Agreement.

## 5. Termination

- (a) Right to Terminate. The Institute may terminate this Agreement:
  - (i) upon thirty (30) days prior written notice to Licensee;
  - (ii) immediately, if Licensee engages in any conduct or practice that, in the sole discretion of the Institute, reflects unfavourably upon or is detrimental or harmful to the Works, to the good name, goodwill or reputation of the Institute; or
  - (iii) if Licensee breaches any provision of this Agreement and fails or refuses to cure the same within fifteen (15) days' written notice from the Institute.
- (b) Right to Terminate. The Licensee may terminate this Agreement provided it is not in default of this Agreement upon thirty (30) days prior written notice to the Institute.
- (c) Obligations on Termination. Upon termination of this Agreement, Licensee will cease using the Works forthwith and will deliver up to the Institute or destroy all copies of all Works in its possession or under its control, and will within ten (10) days after such termination deliver to the Institute a declaration of an officer of Licensee stating that Licensee has returned or destroyed all such material.
- (d) Survival. The following provisions will survive the expiry or termination of this Agreement: Sections 3(a), 3(c), 3(e), 3(f), 4, 5(b), 5(c), 5(d) and 6 and any provisions necessary to give effect thereto.

## 6. General

- (a) Notice. All notices and other communication ("**Notices**") required or permitted under this Agreement will be in writing and, except as otherwise provided in this Agreement, will be deemed given on: the day when delivered personally; the day received when sent by registered or certified mail (return receipt requested) or sent by overnight courier; and on the day sent when transmitted by email or facsimile, to the following address, or to such other persons or places as the parties hereto from time to time may direct:

To the Institute at:

Child Development Institute  
46 St. Clair Gardens  
Toronto, Ontario, Canada M6E 3V4

Attn: Dr. Leena Augimeri  
Title: Director, SNAP® Scientific and Program Development

Fax: +1 (416) 654-8996  
Email: laugimeri@childdevelop.ca

To Licensee at:

The Florida Network of Youth and Family Services, Inc.  
2850 Pablo Avenue  
Tallahassee, Florida  
32308  
USA



action or other proceeding arising out of this Agreement or the subject matter hereof brought by either party or their successors or assigns.

- (d) Miscellaneous. No waiver hereunder may be granted except by a written instrument signed by the Institute or Licensee, as the case may be. No amendment to this Agreement will be effective unless made by written instrument signed by an authorized representative of the Institute and an authorized representative of Licensee.
- (e) Assignment. This Agreement will be binding upon and will enure to the benefit of and be enforceable by each of the parties, their respective successors and permitted assigns. Licensee will not assign all or any portion of this Agreement without the prior written consent of the Institute. The Institute may without the consent of Licensee assign this Agreement or any of its rights or obligations hereunder to any person, including, without limitation, an affiliate or a purchaser of all or substantially all of the Institute's assets.
- (f) Entire Agreement. This Agreement, together with any Schedules attached to this Agreement, constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of any of the parties in respect of the subject matter hereof. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein.
- (g) Severability. If any term or provision of this Agreement is held to be invalid, illegal or incapable of being enforced, all other terms and conditions will nevertheless remain in full force and effect.
- (h) Extended Meanings. In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include all genders.
- (i) Headings. The division of this Agreement into Articles, Sections, Subsections and Paragraphs and the insertion of headings are for convenience of reference only and will not affect its construction or interpretation.
- (j) References. References to a specified Section or Schedule will be construed as reference to that specified Section or Schedule to this Agreement unless the context otherwise requires.
- (k) Further Assurances. Each of the parties hereto will, from time to time and at all times hereafter upon every reasonable written request so to do, make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be necessary in the opinion of any party or counsel for any party acting reasonably, for implementing and carrying out the true intent and meaning of this Agreement.
- (l) Capitalized Terms. Capitalized words in this Agreement, unless otherwise defined, will have the meaning assigned to them by this Agreement.
- (m) Counterparts. This Agreement may be signed by facsimile or other electronic means and in counterparts and each of such electronic counterparts will constitute an original document and such electronic counterparts, taken together, will constitute one and the same instrument.

**EXECUTED AND DELIVERED** by the parties as of the date first set out above.

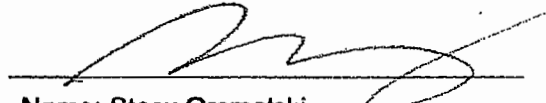
**CHILD DEVELOPMENT INSTITUTE**



Name: Lynn Ryan Mackenzie,

Title: Chief Executive Officer

**THE FLORIDA NETWORK OF YOUTH AND  
FAMILY SERVICES, INC.**



Name: Stacy Gromatski,

Title: Chief Executive Officer

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**SCHEDULE "A"**  
**INSTITUTE – INTELLECTUAL PROPERTY**  
**TRADEMARKS**

SNAP, U.S. Trademark Registration No. 3691071

**RESOURCE MATERIALS**

**Manuals**

EARL-20B - Early Assessment Risk List for Boys  
EARL-21G - Consultation Edition Early Assessment Risk List for Girls  
SNAP® Boys Group Manual  
SNAP® Boys Parent Group Manual  
SNAP® Girls Group Manual  
SNAP® Girls Parent Group Manual  
SNAPP Stop-Now-And-Plan Parenting  
SNAP® Schools Manual  
SNAP® Youth Leadership Manual  
SNAP® Girls Growing Up Healthy

**Booklets**

SNAP  
Stealing  
Lying  
Bullying  
Tips for Troubled Times

**Teaching Resource Materials**

The Story of SNAP the Dragon  
Posters - SNAP® Learning Log and SNAP Wheels of Self Control and Plans  
SNAP Puppet  
SNAP Toy  
SNAP Small Toy

**Technology**

SNAP Implementation Tool (SNAPiT - Data System)

**SNAP® is a Registered Trademark in:**

Canada, United States, Europe, Norway, Australia and New Zealand

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## **SCHEDULE "B" STANDARDS**

### **SNAP® Affiliate Site Standards**

The Institute requires all professionals and/or organizations delivering SNAP® to commit to the following implementation standards and principles:

1. Replication sites must enter into a formal SNAP® licensing agreement, renewed annually.
2. The organization's treatment philosophy is consistent with the Institute's (e.g., cognitive behavioural family-centred approach).
3. The replication site has a strong history of collaboration with other social service programs and relevant stakeholders (e.g., child welfare, police, schools).
4. Replication sites will allocate full-time, dedicated, and trained staff to operate programs.
5. Training and consultation will be built into the implementation plan.
6. Willingness to use manualized gender-specific programs (group and individual).
7. Any adaptations to the model and/or program delivery must be first approved by the Institute.
8. Evaluation must be an integral part of the replication.
9. Ability to provide/build a sustainability plan for SNAP®.

### **Licensing Criteria**

The following criteria are required by all SNAP® Licensed Affiliates:

#### **Operating SNAP® Model (SNAP® Boys and/or SNAP® Girls)**

- Participate in lead staff and core staff SNAP® training (e.g., 3 day Lead Staff and 5-9 day Core SNAP training plus additional site specific training to deal with implementation issues when needed). All training to be provided by the Institute's SNAP® Implementation Team or certified designate at the costs set out in Schedule "C".
- Participate in ongoing training and consultation activities, negotiated annually based on year of implementation and requirements set out in this Schedule "B".
- Participate in fidelity monitoring activities and program evaluation.



**SNAP<sup>®</sup> Boys & Girls Full - Continued Care Model (Clinical) Intervention  
Schedule "C"**

*(Schedule "C" – as included in SNAP<sup>®</sup> Licensing Agreement)*

PROGRAM LICENSE, MATERIALS, TRAINING & CONSULTATION FEES <i>(Direct Costs (Paid To CDI))</i>	Start-Up One-Time Cost	Base Year 1	Base Year 2	Base Year 3	Base Ongoing Year 4+	NOTES
						Sites are required to <b>ADD</b> applicable taxes to the TOTAL COST/Each Individual Stated Cost (e.g., GST, HST)
Pre-Implementation Consult	\$1,200					<ul style="list-style-type: none"> <li>Assistance with pre-Implementation activities between LOI/funding approval &amp; training (e.g., community mobilization, program development planning); ½ day free of cost; anything beyond this is charged at an hourly rate of \$150/hr; Estimated amount is for one full day/8 hrs</li> <li>Travel &amp; accommodations not included, if needed (charged at actual cost – not exceeding Treasury Board guidelines)</li> </ul>
SNAP <sup>®</sup> 3-day Lead Staff Training	\$7,200					<ul style="list-style-type: none"> <li>Rate: \$2,400/day (location – CDI, Toronto; Training: Site Administrators/Lead SNAP staff (program manager/supervisor) – covers operational details/other SNAP related components and aspects (e.g., hiring, site preparation, training and model review, viewing of SNAP group sessions, opportunity to speak to CDI SNAP staff) – this typically occurs at the SNAP Home Site (CDI), preferable before the SNAP Core Training and hiring of SNAP staff (please note – this is assuming that at least one lead SNAP staff is consistent between both models)</li> <li>Please note: there are specific staff hiring requirements for each model – please discuss with CDI in advance</li> </ul>
SNAP <sup>®</sup> 9-day Core Training to implement both a SNAP Boys and Girls model ** <i>(*see training schedules for full details)</i>	\$21,600					<ul style="list-style-type: none"> <li>Rate: \$2,400/day (location TBD based on trainee needs and funding – recommended initial core training occurs at SNAP Affiliate Site)</li> <li>The 9 days of SNAP training will include: SNAP Model Overview Boys/Girls &amp; SNAP strategy; SNAP Boy's and Girl's Group Component; SNAP Boys and Girls Parent Group Component; SNAP 1-1 and other service components for Boys and Girls: EARL-20B/21G; SNAP Implementation and paperwork - Please note: there are specific staff hiring requirements for each model – please discuss with CDI in advance</li> <li>Travel &amp; accommodations not included (charged at actual cost – will not exceed Treasury Board guidelines); Participant training packages included in the fee; Program manuals are not included in the cost (this is assumed under Base Ongoing Year 1 Supplies)</li> </ul>
Annual SNAP <sup>®</sup> Licensing Fee (one time annual fee/yr)		\$1,500	\$1,500	\$1,500	\$1,500	<ul style="list-style-type: none"> <li>License provides sites with authorization to deliver SNAP and the ability to access the SNAP Affiliate Site Login Area of the SNAP Website where they can download most recent forms, materials, and updates. A SNAP Fidelity/Integrity Site review is conducted by CDI – part of the licensing requirement; sites operating more than one SNAP model, alternate licensing fees are reduced by 50%.</li> </ul>
Consultation Fee Structure max/site/model SNAP <sup>®</sup> Boys  SNAP <sup>®</sup> Girls		\$4,500  \$4,500	\$3,900  \$3,900	\$3,000  \$3,000	\$1,000  \$1,000	<ul style="list-style-type: none"> <li>Rate: \$150/hr; Base Ongoing Yearly Amount is what is typically used/needed/SNAP model</li> <li>Stated amount represents/SNAP model: Year 1 = 30 hrs; Year 2= 26 hrs; Year 3= 20 hrs; and Year 4+ = 7 hrs; Site will be informed how many hours they have used when invoiced (e.g., activities/hours used); if they require more hours, this will have to be negotiated</li> <li>Consultation fees are charged to sites based on actual activities conducted – some sites may use fewer consultation hours based on negotiation with CDI. This may include fidelity/Integrity activities such as on site group observation or off site video reviews (these take approximately 3.5 hrs each), file audits, team discussion/meeting to discuss program implementation issues, clinical case reviews, program documentation, staffing issues, community mobilization, refresher sessions/training and/or support around the use of SNAP related forms.</li> <li>Travel &amp; accommodations not included, if needed (charged at actual cost – not exceeding Treasury Board guidelines)</li> </ul>
Supplies: SNAP <sup>®</sup> Resource Materials (for two models)		\$2,000	\$1,500	\$1,500	\$1,500	<ul style="list-style-type: none"> <li>The noted fees are estimates based on what a site should spend on a yearly basis for SNAP related materials. The fee may be slightly higher for Year 1 as this will also cover program manuals needed during training. Add 15% Shipping &amp; Handling.</li> </ul>
<b>TOTAL COST (Training, Consultation &amp; Licensing)</b>	<b>\$30,000</b>	<b>\$12,500</b>	<b>\$10,800</b>	<b>\$9,000</b>	<b>\$5,000</b>	<ul style="list-style-type: none"> <li>Canadian sites must <b>ADD</b> applicable taxes to the TOTAL COST/Each Individual Stated Cost (e.g., GST, HST)</li> </ul>

ADDITIONAL TRAINING NEEDS <i>(Beyond Year 1 as adequate local service numbers are achieved, the following items should be incorporated)</i>	Start-Up One-Time Cost	Base Year 1	Base Year 2	Base Year 3	Base Year 4+	NOTES
						Please ensure all applicable taxes are added as they are not included in the stated cost  The following service components are part of the SNAP model, however a site's capacity will dictate when these service components are incorporated into overall services.
1-day SNAP Strategy Training		\$2,400				• Rate: \$2,400/day; Offered to schools and other community organizations (e.g., Boys and Girls Clubs, recreation, afterschool programs) supporting SNAP services in their local community. This will help create a community approach to supporting children and families in SNAP by building awareness and a referral pipeline.
Tier 2 Training			\$4,800			• Rate: \$2,400/day; 2 days of training (all consultation will be included in the regular scheduled hours)
Girls Growing Up Healthy • Training • Consultation				\$2,400 \$1,800		• Rate: \$2,400/day for training and \$150/hr for consultation; 1 day of training + 8 prebriefs (30/45 mins each) = 2 video reviews and one team debrief = 12 hours of consultation (ongoing consultation will be included in the regular scheduled hours)
Youth Leadership • Training • Consultation					\$4,800 \$1,800	• Rate: \$2,400/day for training and \$150/hr for consultation; 2 days of training + 8 prebriefs (30/45 mins each) = 2 video reviews and one team debrief = 12 hours of consultation (ongoing consultation will be included in the regular scheduled hours)
Training for new staff (or refresher training for current staff if required - child or parent components)		\$825 <i>if required</i>	\$825 <i>if required</i>	\$825 <i>if required</i>	\$825 <i>if required</i>	• 5-day training module - Cost/staff/5-day training module at CDI or via web-ex/tele-conferencing/SKYPE (if needed) in the event new staff are hired and require training and/or existing staff require further training; please note, staff may require multiple training modules depending on their position (e.g., Family & Child Workers/Boys & Girls) • Travel & accommodations not included, if needed (charged at actual cost – not exceeding Treasury Board guidelines) • (Refresher training modules including SNAPIT can also be accessed in-house at CDI in 2 day modules at a cost of \$330/person)
Additional ONSITE Training / Consultation days (program and SNAPIT; if required)		\$2,400 <i>if required</i>	\$2,400 <i>if required</i>	\$2,400 <i>if required</i>	\$2,400 <i>if required</i>	• On an as-needed basis (determined by SNAP model fidelity/integrity rating process and licensing agreement) • Additional consultation may be required if a site has new staff and/or low adherence competency ratings • Travel and accommodations are charged at actual cost (based on Treasury Board Guidelines) and not included in this fee
<b>TOTAL COST (Additional Training Needs)</b>	<b>\$0</b>	<b>\$2,400 - \$5,625</b>	<b>\$4,800 - \$8,025</b>	<b>\$4,200 - \$7,425</b>	<b>\$6,600 - \$9,825</b>	

SNAPIT DATA SYSTEM & EVALUATION COSTS: Direct Costs (Paid To CDI)	Start-Up One- Time Cost	Base Year 1	Base Year 2	Base Year 3	Base Ongoing Year 4+	NOTES Please ensure all applicable taxes are added as they are not included in the stated cost
SNAPIT Annual User Fee		\$500	\$500	\$500	\$500	• Yearly user fee for access to the SNAPIT system (operations - implementation, client information, outcome and fidelity monitoring system) and CAFÉ (Video monitoring system)
SNAPIT Evaluation Portal		\$1,000 optional	\$1,000 optional	\$1,000 optional	\$1,000 optional	• SNAPIT Evaluation Portal allows Affiliates to collect initial assessment documents: EARLs, FIF, discharge forms, screening interviews and checklists, teacher and youth self-report forms. Collects and automatically scores standardized clinical measures: CBCL, SSIS, TOPSE, CR-P
SNAPIT Case Management Portal		\$1,000 optional	\$1,000 optional	\$1,000 optional	\$1,000 optional	• SNAPIT Digital Clinical Case File manages the client referral process from the first point of contact to discharge. Collects and stores standard digital consents; schedules and records all activities with the client including assessment, planning, and treatment; measures are collected and automatically scored in real-time to inform treatment planning and progress; standardized measures can be completed on-line, in-person, or via email; integration of standardized measure results into assessment and treatment planning activities; custom-built reports to inform program delivery and meet stakeholder reporting requirements
SNAPIT Training	\$1,000					• Start-Up cost includes 8 hrs of SNAPIT training (Web-Ex)
Evaluation & Data System (SNAPIT) Support		\$3,600 if required	\$2,400 if required	\$2,400 if required	\$2,400 if required	• Base Ongoing (variable) – we are estimating that sites will require approximately 8 hrs/quarter (3 months) = 24 hrs/year 1 with 16hrs Yr 2-3 and ongoing hours to be determined (TBD) and any required extra technical and evaluation support/yr (@\$150/hr) • Additional Evaluation support is available if need be (@\$150/hr)
Research/Evaluation Materials (e.g., measures, forms, software)* <i>*if the SNAPIT Evaluation Portal is not being used, SNAP Affiliates will need to purchase paper copies</i>		\$1,500*	\$1,500*	\$1,500*	\$1,500*	• These prices will vary depending on the # of children/families served and # evaluation periods (pre/post/follow-up). • Please see Intake/Evaluation Measures Dictionary for details • Costs associated with standardized measures (scoring software, copyright license, measures/forms) not created by CDI such as the ASEBA Tools - CBCL, TRF – Base Ongoing Yearly Cost – estimate to replenish measures (N=63-100 unique + carryover children/yr) • Approx. \$8-10/child/parent each evaluation period (costs increase from Year 1 onward due to #of kids served & ongoing follow-up periods)
<b>TOTAL COSTS (SNAPIT &amp; Evaluation)</b>	<b>\$1,000</b>	<b>\$1,500 - \$6,100</b>	<b>\$1,500 - \$4,900</b>	<b>\$1,500 - \$4,900</b>	<b>\$1,500 - \$4,900</b>	• The cost for Year 4+ is dependent on the amount of follow-up periods and the number of children served
<b>ONE TIME TECHNOLOGY AND EQUIPMENT PURCHASE COSTS: ESTIMATES</b>	\$5,000 – \$7,000					• Electronic Equipment: 3 laptop/tablet hybrid, 2 cameras, camcorder • Note: TV screens, other situation dependent items (e.g., Wireless access point) – SNAPIT technical requirement specifications to be provided. Consider budgeting in \$s in future years to replenish equipment. Some other group room equipment may be required such as furniture – costs may not be fully reflected.
<b>TOTAL COST</b>	<b>\$36,000 – \$38,000</b>	<b>\$16,400 – \$24,225</b>	<b>\$17,100 – \$23,725</b>	<b>\$14,700 – \$21,325</b>	<b>\$13,100 – \$19,725</b>	• In years 3 and 4 SNAP sites may add in Girls Growing Up Healthy and/or SNAP Youth Leadership – this will depend upon the number of clients requiring these services as well as the community capacity and resources available to deliver these services • Canadian sites must ADD applicable taxes to the TOTAL COST/Each Individual Stated Cost (e.g., GST, HST)

**Note:**

- All prices are subject to change by the institute. This Schedule C is designed to provide organizations with a comprehensive understanding of the activities required for successful implementation. Each organization/community is unique therefore local capacity, resources and need, will vary and influence the implementations process as well as timing of activities and associated costs.

## SCHEDULE "D" PRIVACY

### 1. PERSONAL INFORMATION

1.1. For purposes of this Schedule "D":

1.1.1. "**Personal Information**" means information relating to identifiable individuals or otherwise as defined by Applicable Laws, and includes personal health information.

1.1.2. "**Privacy Laws**" means any Applicable Laws that regulate the collection, use or disclosure of Personal Information.

1.2. If Licensee collects, uses or receives any Personal Information, whether involved in or connected to the Services or otherwise, Licensee will:

1.2.1. collect, use and disclose the Personal Information solely for the purposes for which that Personal Information was collected or permitted to be used or disclosed;

1.2.2. not collect, use or disclose any of that Personal Information for any purpose other than for which it was provided;

1.2.3. protect that Personal Information by security safeguards appropriate to the sensitivity of the information;

1.2.4. give effect to any withdrawal of consent made in accordance with Applicable Laws; and

1.2.5. only collect, use and disclose the Personal Information in accordance with Privacy Laws and otherwise comply with Privacy Laws in respect of such Personal Information.

1.3. Licensee represents, warrants and covenants that it has obtained and will obtain any written consent from each individual it engages or interacts with in providing the Services (each, a "**Client**") required by Privacy Laws in connection with the collection, use, storage, processing, holding and disclosure of such Client's Personal Information in connection with the Services, which written consent includes, without limitation:

1.3.1. disclosing that individual's Personal Information, including the information outlined above, to Licensor for purposes of assessing the Licensee's delivery of the Services or as required by any Applicable Laws to Governmental Authorities; and

1.3.2. videotaping, taping, or otherwise recording, in any medium (electronic, written, audio, digital or by any means whatsoever), and storing a Client's participation in and interaction with the Services and enabling the Licensee to share such information with Licensor and its third party service providers to enable Licensor to review and comment on the Client's, the Licensee's and the Personnel's interaction with and delivery of the Services.

1.4. Licensee represents, warrants and covenants that, in obtaining each Client's written consent to those actions set above, it informed and, where they have not yet been engaged, will inform, each member of Licensee's Personnel engaged to perform the Services prior to obtaining that consent, that certain of Licensor's third party services providers may provide that individual's Personal Information are located in countries outside of Canada whose laws provide for less protection for that individual's Personal Information and that the written consent it obtained from that Client also included the Client's written consent to the transfer of their Personal Information to any such countries.

1.5. Where Licensee is a data controller, it will, only hold or otherwise use Personal Information in accordance with Privacy Laws.



- 1.6. Without limiting its obligations under this Agreement, in respect of all Personal Information collected, used or disclosed on behalf of Client by Licensee in the performance of the Services (whether such Personal Information is provided by Client or otherwise), Licensee will:

*Processing purpose and instructions*

- 1.6.1. only collect, use and disclose such Personal Information for purpose of performing the Services and at all times in accordance with (a) Privacy Laws and (b) Client's instructions;
- 1.6.2. collect, use and disclose such Personal Information only to the extent necessary to perform the Services and will use reasonable efforts to ensure that such Personal Information is adequate, relevant and not excessive, and in respect of the Services, Licensee will discuss and agree with Client the Personal Information that is to be collected, used and/or disclosed and the extent thereof, including the maximum length of time such Personal Information should be retained by Licensee;

*Security measures*

- 1.6.3. put in place appropriate technical and organisational measures against unauthorised or unlawful collection, use or disclosure of such Personal Information and against accidental loss or destruction of, or damage to such Personal Information, and in respect of such measures Licensee will:
- 1.6.3.1. having regard to the state of technological development and the cost of implementing any measures, ensure a level of security appropriate to:
- 1.6.3.1.1. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
- 1.6.3.1.2. the nature of the Personal Information to be protected;
- 1.6.3.1.3. ensure that each and every access to such Personal Information is logged and such logs are retained by Licensee for at least six (6) years and a copy promptly provided to Client at its request; and
- 1.6.3.1.4. take all reasonable steps to ensure the reliability of Licensee's Personnel who have access to such Personal Information as permitted under this Agreement, including providing appropriate training to all such personnel and sub-contractors on the requirements of this Section and Privacy Laws in the context of this Agreement, and Licensee will ensure that such Personnel access such Personal Information only as necessary on a need-to-know basis and are bound by appropriate, written confidentiality obligations;
- 1.6.3.1.5. ensure that the appropriateness of the measures put in place by Licensee, their compliance with requirements of this Section and the status of their implementation are regularly audited by an independent, reputable and experienced data security organisation.

The obligations imposed by this Section will be perpetual.

**SCHEDULE "E"**  
**SUBCONTRACTORS**

The following independent organizations are Subcontractors of the Licensee to deliver the SNAP program under this Agreement.

<b>Name of Organization</b>	<b>County Location</b>	<b>SNAP program</b>
Lutheran Services Florida – Northwest	Escambia County	Boys and Girls; Schools
Anchorage Children’s Home	Bay County	Boys and Girls; Schools
CCYS	Leon County	Boys and Girls; Schools
CDS Family & Behavioral Health	Alachua County	Boys and Girls; Schools
CDS Family & Behavioral Health	Columbia County	Boys and Girls; Schools
Youth Crisis Center	St. Johns County	Boys and Girls; Schools
Youth Crisis Center	Duval County	Boys and Girls; Schools
Youth and Family Alternatives, Inc.	Polk County	Boys and Girls; Schools
Arnette House, Inc.	Marion County	Boys and Girls; Schools
Center for Family and Child Enrichment, Inc.	Miami-Dade County	Boys and Girls; Schools
Children’s Home Society – West Palm	Palm Beach County	Boys and Girls; Schools
Florida Keys Children Shelter	Monroe County	Boys and Girls; Schools
Seminole County Sheriff’s Office	Seminole County	Boys and Girls; Schools
Children’s Home Society – Treasure Coast	St. Lucie County	Boys and Girls; Schools
Lutheran Services Florida – Southwest	Lee County	Boys and Girls; Schools
Orange County Youth & Family Services	Orange County	Boys and Girls; Schools
Family Resources – Safe Place 2B Pinellas	Pinellas County	Boys and Girls; Schools
Family Resources – Safe Place 2B Manatee	Manatee County	Boys and Girls; Schools
Youth Advocate Program	Hillsborough County	Boys and Girls; Schools
Crosswinds Youth Services	Brevard County	Boys and Girls; Schools
Mount Bethel Human Services	Broward County	Boys and Girls; Schools

As of October 1, 2018

MAY 07 2019

SCHEDULE "F"

CONFIRMATION OF SUBCONTRACTORS RECEIVING A COPY OF AGREEMENT

Each Subcontractor must acknowledge receipt of a signed copy of this Agreement and understand the Conditions of Use stated herein.

Nothing in the SNAP Licensing Agreement shall constitute or be construed as requiring any Subcontractor to take any action or inaction that would violate or conflict with any United States federal laws or regulations or any Florida state laws or regulations.

In the event of a conflict between any provision of the SNAP Licensing Agreement and the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the requirements of HIPAA shall prevail.

In the event of a conflict between any provision of the SNAP Licensing Agreement and the requirements of the Florida Public Records Law, Chapter 119, Florida Statutes, the requirements of Florida Statutes shall prevail.

Nothing contained in the SNAP Licensing Agreement shall constitute, or be in any way construed to be, a waiver of sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

I have received a signed copy of the SNAP Licensing Agreement between **EARLSCOURT-CRÈCHE CHILD DEVELOPMENT INSTITUTE** and **THE FLORIDA NETWORK OF YOUTH AND FAMILY SERVICES, INC** and understand the requirements of my organization as a Subcontractor within this Agreement.

Byron W. Brooks

Name (print)

Orange County Government

Organization (print)

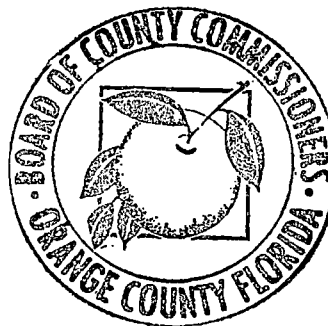
Byron W. Brooks

Signature

7 May 2019

Date

MAY 07 2019



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Beth A. Deck  
Name (print)

Lutheran Services FL - NW  
Organization (print)

Beth A. Deck  
Signature

2/13/19  
Date

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JOEL BOOTH

Name (print)

ANCHORAGE CHILDREN'S HOME

Organization (print)

  
Signature

1/8/2019

Date

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    *Kevin A. Priest*      
Name (print)

    *CCYS*      
Organization (print)

    *K. A. Priest*      
Signature

    *1/7/19*      
Date

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James F. Pearce

Name (print)

CDS Family & Behavioral Health Services, Inc.

Organization (print)

  
\_\_\_\_\_  
Signature

01/08/2019

Date

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Kim Sirdavan  
Name (print)

Youth Crisis Center  
Organization (print)

*Kim Sirdavan*  
Signature

01/8/19  
Date





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Cheer Pettitt

Name (print)

Azurette House, Inc

Organization (print)



Signature

11/7/19

Date

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J. Delores Dunn

Name (print)

Center for Family + Child Enrichment

Organization (print)

J. Delores Dunn

Signature

1/7/19

Date

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SARILIA SAMRSON

Name (print)

Childrens Home Society, of  
FLORIDA

Organization (print)

[Handwritten Signature]

Signature

1-25-2019

Date

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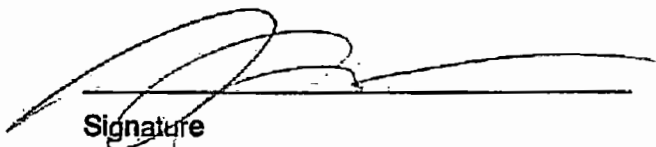
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Ben Kemmer

Name (print)

Florida Keys Children's Shelter

Organization (print)



Signature

1/8/2019

Date

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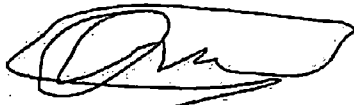
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Omar Mestre

Name (print)

Seminole County Sheriff's Office

Organization (print)



Signature

January 7, 2019

Date

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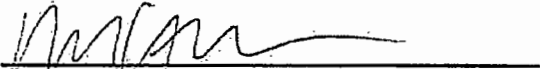
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Mike Carroll

Name (print)

Lutheran Services Florida, Inc.

Organization (print)



Signature

1/9/19

Date

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Andrew Coble

Name (print)

Family Resources

Organization (print)

AC

Signature

1/18/19

Date



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Felicia Wells

Name (print)

Youth Advocate Program, Inc.

Organization (print)

Felicia Wells

Signature

1/10/19

Date

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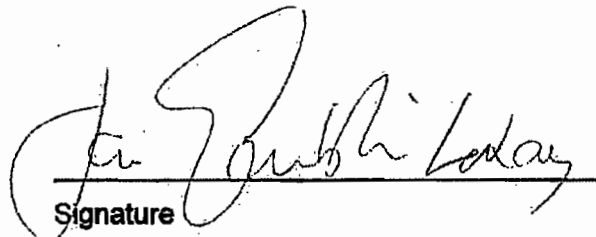
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Jan Lokay, President/CEO

Name (print)

Crosswinds Youth Services, Inc.

Organization (print)

  
Signature

11<sup>th</sup> January, 2019  
Date

**SCHEDULE "F"**

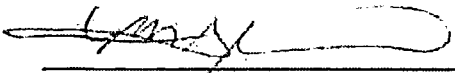
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Dr Ruby Glover  
Name (print)

Mount Bethel Human Services  
Organization (print)

  
Signature

1/18/19  
Date