



SNAP® LICENSE AGREEMENT

THIS SNAP® LICENSE AGREEMENT (the “**Agreement**”) is made as of this 1st day of July, 2024 (the “**Effective Date**”).

BETWEEN:

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 six (6) 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 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 Institute 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. For any amount that is not paid when due under this Agreement, the Institute may charge late fees of the lesser of (a) 1% per month (12% per year, compounded monthly); and (b) the maximum rate permitted by Applicable Laws.
- (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[®] program is the training of qualified persons to deliver the SNAP[®] program. The Licensee agrees to comply with the training and consultation arrangements set forth in Schedule “B”. All SNAP[®] 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[®] 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 Institute 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
197 Euclid Ave
Toronto, Ontario, Canada M6J 2J8

Attn: Andrew Reddin
Title: Chief Executive Officer

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

To Licensee at:

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

Attn: Stacy Gromatski
Title: Chief Executive Officer

Fax: +1 (850) 921-1778
Email: Stacy@floridanetwork.org

- (b) Relationship of Parties. Nothing herein will be construed to place the Institute or Licensee in a relationship of principal and agent, partners, joint venturers, or similar relationship between the parties hereto, and neither the Institute nor Licensee will have the power to obligate or bind the other in any manner whatsoever.
- (c) Governing Law and Attornment; Arbitration.
- (i) This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (ii) The parties agree that any and all disagreements, disputes or controversies arising from or related to this Agreement (a “**Dispute**”), shall be finally settled by arbitration in accordance with the provisions of the *[Arbitration Act, 1991 (Ontario)]**[Ontario only parties]**/International Commercial Arbitration Act (Ontario)**[one party is outside Ontario]* except as varied herein. Arbitration may be commenced by any party by giving written notice (the “**Notice of Arbitration**”). The arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by mutual agreement between the parties or, if the parties are unable or unwilling to agree upon an arbitrator within 15 days following delivery of the Notice of Arbitration, the arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice sitting in the Judicial District of Toronto upon the application of any of the parties hereto. The arbitration shall be held in


the City of Toronto. The arbitrator shall be disinterested in the Dispute, shall have no connection with any party to the Dispute, shall have experience in industry and shall be qualified by education and training to pass upon the particular matter to be decided. The arbitration and all matters arising directly or indirectly (including all documents exchanged, the evidence and the award) shall be kept strictly confidential by the parties and shall not be disclosed to any third party, except as may be compelled by law. The procedure to be followed shall be agreed upon by the parties or, if the parties cannot come to an agreement, determined by the arbitrator. The arbitrator shall have the power to proceed with the arbitration and to deliver the award notwithstanding the default by any party in respect of any procedural order made by the arbitrator. The arbitrator will be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be delivered to the parties within sixty (60) days from the date of appointment of the arbitrator. The award of the arbitrator shall be in writing and shall include written reasons for the award. The award arrived at by the arbitrator, however constituted, shall be final and binding and no appeal shall lie therefrom. The judgment entered upon the award by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall initially pay all arbitration fees and expenses, including, without limitation, the arbitrator's compensation and administrative fees, in equal shares subject to allocation as determined by the arbitrator in the award.

- (iii) Each of the Institute and Licensee irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario for the purpose of any suit, 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 of 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: Andrew Reddin

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-V3 – Early Assessment Risk List

EARL-20B - Early Assessment Risk List for Boys

EARL-21G - Consultation Edition Early Assessment Risk List for Girls

SNAP® Boys Group Manual

SNAP Parent 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 for Youth Male Manual

SNAP for Youth Female Manual

SNAP for Youth Facilitator Guide

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 Community of Practice Membership

SNAP® is a Registered Trademark in:

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

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SCHEDULE “B” STANDARDS

SNAP® Licensee Standards

The Institute requires all professionals and organizations (SNAP Affiliates) delivering SNAP® to commit to the following implementation standards and principles:

1. Must enter into a formal SNAP® licensing agreement, renewed annually.
2. Organization’s treatment philosophy is consistent with the Institute’s (e.g., cognitive behavioural family-centred approach).
3. Has a strong history of collaboration with other social service programs and relevant stakeholders (e.g., child welfare, police, schools).
4. Ensure any adaptations to the model and/or program delivery must be first approved by the Institute.
5. Has the ability to provide/build a sustainability plan for SNAP®.

Licensing Criteria

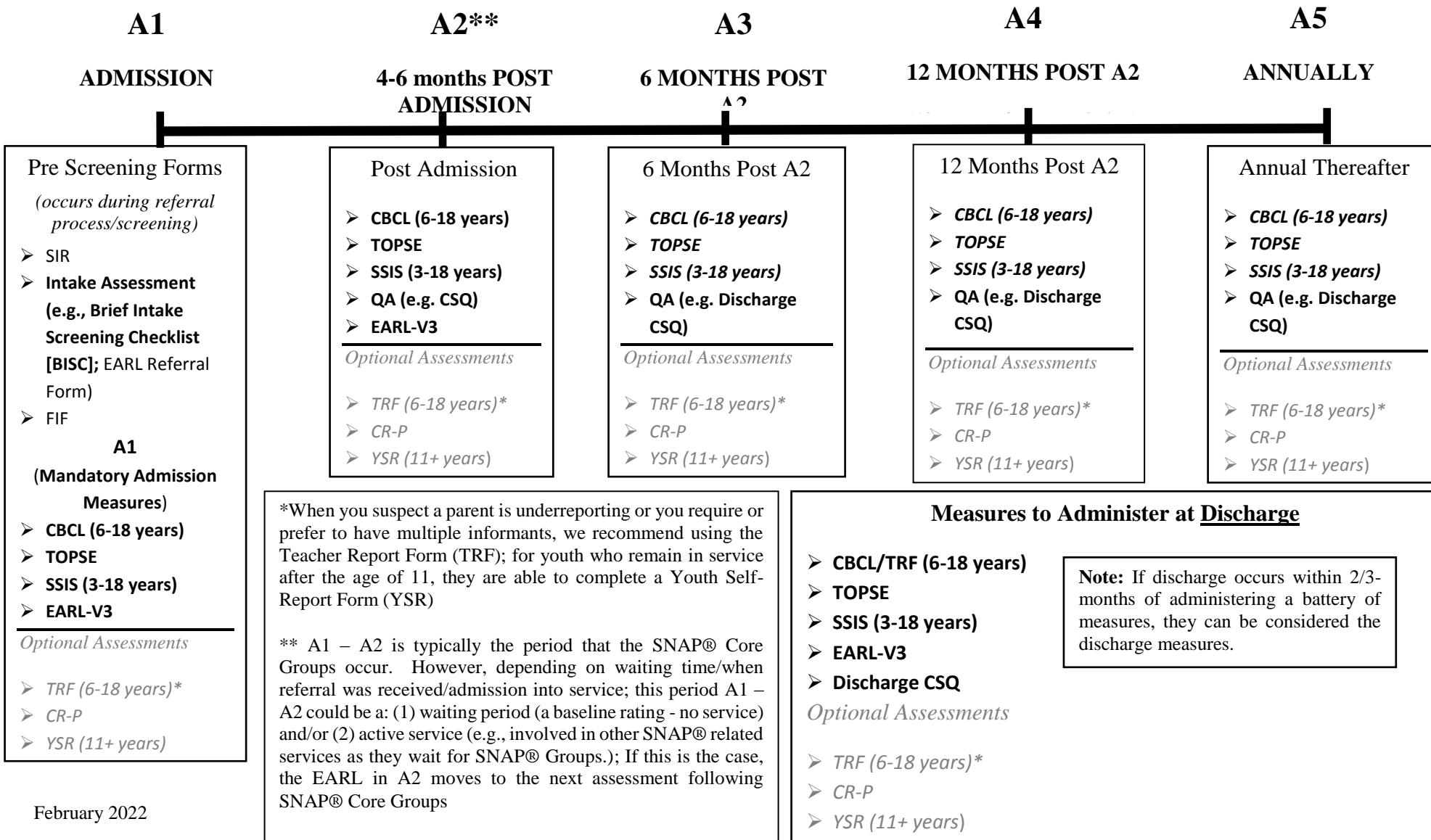
The following criteria are required by all SNAP® Affiliates operating the SNAP® Under 12 Clinical Model (SNAP® Boys and SNAP® Girls):

- I. Allocates dedicated and SNAP trained staff to operate programs.
- II. Participates in training and consultation provided by designated SNAP Trainer-Consultants built into a site-specific implementation plan including all required activities set out in Schedule C.
- III. Use SNAP manuals and materials to deliver gender-specific programs (group and individual services).
- IV. Affiliates are required to participate in fidelity activities in collaboration with the Institute:
 - IV.1 Training
 - IV.2 Pre-booked regular consultations
 - IV.3 Evaluation data collection activities guided by the SNAP Measures Timeline attached as Exhibit 1 SNAP Under 12 Clinical.
 - IV.4 Completion of annual program implementation and outcome review
 - IV.5 SNAP service plan reviews (Under 12 SNAP Clinical Model only)
- V. Affiliates are required to use the SNAP Implementation Tool (SNAPiT) to support and track their implementation and service delivery activities and evaluation activities: SNAPiT Implementation Manager, Video Portal and Evaluation Portal or Case Management. In cases where this is not feasible due to site overlap in data systems or when other measures are mandated by the agency, alternative arrangements will be made with the site to review and ensure data being collected is appropriate for SNAP treatment planning and evaluation. In these cases, we will work with the site to discuss and potentially develop a data sharing agreement. If not using the Evaluation Portal or Case Management however following SNAP’s evaluation process, sites are responsible for purchasing and scoring their own evaluation measures unless an approved arrangement has been made with CDI.

Exhibit 1

SNAP® Measures Assessment (A) Time Line – Licensed SNAP Affiliates

Measures bolded are mandatory for Licensed SNAP Affiliates – other items are negotiated based on site capacity and need.



**SCHEDULE "C"
FEES**

Mandatory	Cost
Annual SNAP License Fee (<i>\$1,750 per site @ 22 Sites</i>)	\$19,250

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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 Institute 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 Institute and its third party service providers to enable Institute 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 Institute’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.

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**SCHEDULE “E”
SUBCONTRACTORS**

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

Name of Organization	County Location	SNAP program
Anchorage Children’s Home	Bay County	Boys & Girls; Schools
Arnette House, Inc.	Marion County	Boys & Girls; Schools
Capital City Youth Services	Leon County	Boys & Girls; Schools
CDS Family & Behavioral Health Services- Gainesville	Alachua County	Boys & Girls; Schools
CDS Family & Behavioral Health Services- Lake City	Columbia County	Boys & Girls; Schools
Center for Child Counseling	Palm Beach County	Boys & Girls; Schools
Center for Family and Child Enrichment, Inc.	Miami-Dade County	Boys & Girls; Schools
Children’s Home Society Florida	Volusia County	Boys & Girls; Schools
Crosswinds Youth Services	Brevard County	Boys & Girls; Schools
Family Resources -Pinellas	Pinellas County	Boys & Girls; Schools
Family Resources - Manatee	Manatee County	Boys & Girls; Schools; Youth
Lutheran Services Florida - Southwest	Lee County	Boys & Girls; Schools
Lutheran Services Florida- Northwest	Escambia County	Boys & Girls; Schools
Orange County Family Counseling	Orange County	Boys & Girls; Schools; Youth
Prevention Central	Broward County	Boys & Girls; Schools; Youth
Prevention Central	St. Lucie County	Boys & Girls; Schools
Seminole County Sheriff’s Office	Seminole County	Boys & Girls; Schools; Youth
Youth Advocate Programs, Inc.	Hillsborough County	Boys & Girls; Schools; Youth
Youth and Family Alternatives - Polk	Polk County	Boys & Girls; Schools
Youth and Family Alternatives - Pasco	Pasco County	Boys & Girls; Schools
Youth Crisis Center- Duval	Duval County	Boys & Girls; Schools
Youth Crisis Center - St. Johns	St. Johns County	Boys & Girls; Schools

*As of July, 2024

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.

I have received a signed copy of the SNAP Licensing Agreement between **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.

Jerry L. Demings, Orange County Mayor

Name (print)

Board of County Commissioners

Organization (print)

Signature

Date