

## CPD DISCLOSURE ITEMS FOR FLORIDA NETWORK OF CHILDREN'S ADVOCACY CENTER'S, INC.

## STANDARD SUBCONTRACT CAC26 AND SETTLEMENT AGREEMENT

ISSUE	CONTRACT LANGUAGE	COUNTY COMMENTS/ RESPONSE
<b>Term</b>	<ul style="list-style-type: none"> <li>That this Agreement shall be retroactive to July 1, 2017 and shall terminate at midnight on June 30, 2018 – Contract III A.</li> </ul>	
<b>Termination</b>	<ul style="list-style-type: none"> <li>That this Agreement may be terminated by the FNCAC without cause upon no less than a sixty (60) calendar day notice in writing to the other party unless a shorter time is mutually agreed upon in writing.</li> <li>The Agreement may be terminated by FNCAC upon no less than 24 hours written notice if funding becomes unavailable</li> <li>May be terminated by FNCAC upon no less than 24 hours written notice for non-performance or deficient performance – Contract, III D.</li> </ul>	Previous contractual agreements have never been terminated by state and the County has provided this service without interruption.
<b>Venue</b>	<ul style="list-style-type: none"> <li>Venue shall be Tallahassee, Florida – Contract I B.</li> </ul>	CPD notes this is a standard required condition of the grant
<b>Confidentiality</b>	<ul style="list-style-type: none"> <li>Requirement to safeguard confidential information – Contract I H</li> </ul>	CPD notes this is a standard required condition of the grant
<b>Indemnification</b>	<ul style="list-style-type: none"> <li>Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Recipient is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law – Contract I F</li> <li>To the extent permitted by law, required to indemnify tor copyright or patent violations – Contract I Q</li> </ul>	CPD notes this is a standard required condition of the grant.  CPD is not supplying any protected copyright, patent or other inventions to State CPD believes the risk to County is minimal given the history of this grant and the performance of the parties to date.

<p><b>Final Invoice</b></p>	<ul style="list-style-type: none"> <li>• Final payment forfeited if the invoice is not submitted in compliance with the contract time period – Contract I O</li> </ul>	<p>CPD notes this is a standard required condition of the grant.</p>
<p><b>Financial Consequences</b></p>	<ul style="list-style-type: none"> <li>• In the event a corrective action plan (cap) is imposed up to 25% of the monthly reimbursement may be withheld until compliance with the cap or the funds may be forfeited in the event of noncompliance with the cap – Attachment A, Section E</li> <li>• If the Recipient submits any of the deliverables by their due dates, the Recipient will be assessed a liquidated damages fee of \$50 for each day the deliverable is late, unless an extension is granted by the FNCAC – Attachment A, Section E</li> </ul>	<p>CPD notes this is a standard required condition of the grant.</p>