

AGREEMENT
Between
THE JUVENILE WELFARE BOARD
and
City of Clearwater (AGN274)
Community Out of School Time (COST)

I. PURPOSE

The Juvenile Welfare Board of Pinellas County, hereinafter referred to as "JWB", and City of Clearwater (AGN274), hereinafter referred to as "Provider", enter into this mutual Agreement, including all attachments referred to herein, for the period commencing October 1, 2014 and extending through September 30, 2014 *10/31/2015*. This Agreement does not take effect and JWB has no responsibility for any of its obligations hereunder until this Agreement is fully and completely executed by all parties to this Agreement.

II. STAFF

Provider agrees to employ staff, at its expense, to execute services provided in accordance with this Agreement. Such individuals shall not be considered employees of JWB, and are subject to the supervision, personnel practices and policies of the Provider. Unless otherwise approved by JWB, all staff shall meet qualifications as stated in the approved job descriptions on file at JWB and any approved revisions which are submitted for FY 14-15 funding.

III. SERVICES

Provider agrees to deliver services as stated in the currently approved program methodology on file at JWB and to accomplish performance measures stated in Attachment 2, as determined by JWB, in service areas stated in Attachment 3, and pursuant to the General Conditions listed in Attachment 1, and any special conditions as stated in Section I, subsection VIII of this Agreement.

IV. FUNDS

The program budget for both JWB and other funds (if any) for accomplishing the above stated services shall be as set forth in Attachment 4. JWB agrees to reimburse up to \$402,442 for Community Out of School Time (COST) for services rendered pursuant to this Agreement.

V. METHOD OF PAYMENT

1. JWB issues reimbursements in accordance with the schedule listed on Attachment 5 (or on the preceding working day in case of a holiday). The Provider shall select to submit a request for payment either every other week or once a month. Reimbursement Requests shall be submitted timely and only for amounts that should properly be reimbursed per this Agreement within reasonably needed amounts based on the

budget and other funding sources. Request for payment must be accompanied by the appropriate documentation as prescribed by JWB.

2. Requests for advance funds may be made, consistent with JWB policy.

VI. TERMINATION

1. It is the intent of the JWB to assure a consistent and orderly delivery of children's services. It is the further intent of JWB to terminate Agreements in those situations where such action is essential to protection of its interests and the interests of children, as determined solely by JWB.
2. In the event funds to finance this Agreement become unavailable, JWB may terminate the Agreement upon no less than twenty-four (24) hours' notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
3. JWB shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management to provide thirty (30) days' notice for termination for lack of funds. JWB shall be the final authority as to the availability of funds and extension of notice beyond the minimum time herein stated.
4. In addition to the rights as set forth in paragraph VI. 2 above, this Agreement may be terminated by JWB for any reason whatsoever upon twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
5. Provider will only be compensated for services performed prior to the termination date. Provider may only terminate this Agreement upon thirty (30) days written notice to JWB delivered in person, by facsimile or by US mail, return receipt requested.
6. The above provisions shall not limit JWB's right to remedies at law or to damages.

VII. COMMENCEMENT OF PAYMENT

Unless specifically authorized by JWB, payment for services rendered under this Agreement shall not commence prior to the effective date of this Agreement.

VIII. SPECIAL CONDITIONS

The following condition(s) applies to the following program(s):

--- Community Out of School Time (COST)

PROGSC122-Provider approved COST program shall adhere to JWB quality standards for Out of School Time programming, develop community partnerships and work with JWB in the planning and implementation of a quality model for COST program(s).

PROGSC123-Provider approved COST program site shall cooperate with the JWB regarding policies and procedures related to the delivery of enrichment overlays and incorporate JWB funded enrichment overlays with the JWB approved quality COST Model Program Components.

PROGSC124-Provider approved COST program site will complete the Florida Afterschool Network Quality Self-Assessment & Improvement Guide at the beginning of the JWB Fiscal Year and subsequent Program Improvement Guide as applicable.

PROGSC125-JWB may report performance information such as, but not limited to: FCAT scores/DSS, GPA, or school disciplinary information. This data is reported as dashboard, baseline, or pilot information intended to gain a better understanding of the program's impact on specific community indicators.

The following condition(s) applies to the following Agency(AGN274):

--- City of Clearwater

PROVSC10-General Condition #2E - The last sentence is waived: Provider is not required to submit a Continuity of Operations Plan to JWB.

PROVSC12-General Condition #3 - Audit and Management Letter are waived.

PROVSC14-General Condition #8 - Publicizing of JWB Support-Endorsements is waived.

PROVSC15-General Condition #11 - Confidential Information- The last sentence of paragraph 4 is replaced with the following: "Provider shall defend, indemnify, and hold harmless JWB from any and all damages caused by the improper disclosure of any information including, but not limited to, Protected Health Information under HIPAA and any and all costs associated with remedying the disclosure subject to the doctrine of sovereign immunity and limitations set forth in F.S. 768.28."

PROVSC25-General Condition #24 - Indemnification is replaced with "The Provider agrees to be fully responsible for all claims arising out of its own acts of negligence or its respective employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages proximately caused thereby; provided, however, that the Provider's liability is subject to the monetary limitations and defenses imposed by section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Provider, nor shall anything herein be construed as consent by the Provider to be sued by any third party for any cause or matter arising out of or related to this Agreement except to the extent provided by 768.28, F.S."

PROVSC13-General Condition #6 - Board Members, Meetings, and Financial Review are waived.

PROVSC133-General Condition #23 - All insurance requirements are waived.

PROVSC11-General Condition #2F - Merit Plan is waived.

IX. SIGNATURES

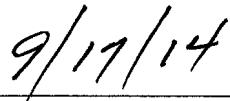


Executive Director: Juvenile Welfare Board
of Pinellas County

Authorized Representative, Provider



Please Print or Type Name



Date

Date

City Signature Page for Agreement between
The Juvenile Welfare Board and
City of Clearwater
Community Out of School Time (COST)

Countersigned:

George N. Cretekos
Mayor

CITY OF CLEARWATER, FLORIDA

By: _____
William B. Horne, II
City Manager

Approved as to form:

Laura Lipowski Mahony
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

Attachment 1

General Conditions of the Agreement

1. Agreement Revisions

This Agreement, and its attachments constitute the contractual relationship between the Provider and JWB. If there is any discrepancy between program-related documents, this agreement preempts all other documents. No amendments to this Agreement or its attachments may be made without the prior written approval of JWB and Provider, except as may be provided in General Condition #4.

2. Fiscal Responsibility

- a. Provider agrees to maintain books, records and documents in accordance with generally accepted accounting principles and practices which accurately and appropriately reflect all expenditures of funds listed in Attachment 4.
- b. Provider agrees that all financial records and supporting documentation shall be subject at all times to inspection, review, or audit by JWB personnel or its duly authorized agent.
- c. Provider agrees to maintain and file with JWB in a timely fashion reports related to services provided under this Agreement.
- d. Provider agrees to retain all financial records, supporting documentation, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, all records shall be retained until resolution of audit findings.
- e. Payments during Disaster Recovery: JWB agrees to support previously approved funded programs that are unable to provide normal services for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to comply with requests of JWB and the Human Services Disaster Recovery Leadership Network. This period may be extended at the discretion of the Board upon recommendation of the Executive Director. Provider must file an insurance and FEMA claim and will reimburse JWB for any amounts received from FEMA and insurance. The Provider must submit to JWB a copy of the Provider's Continuity of Operations Plan (see Attachment 6 for an outline of all document submittals) within thirty (30) days of the effective date of this Agreement.
- f. The Provider agrees to provide prior to their budget submission or subsequent amendment, Board meeting minutes that show explanation and approval of a compensation plan, if JWB funds are to be utilized to pay merit increases, cost of living adjustments bonuses, incentives or retention payments of any kind, or if annualized salary or benefit changes may impact future budgets. JWB will not reimburse more than two weeks of accrued leave for terminating employees. JWB will not reimburse expenses not previously approved by JWB.

3. Audit and Management Letter

The Provider agrees to submit to JWB an independent audit of the financial statements of the entity in its entirety and any accompanying management letter(s) immediately upon receipt by the Provider's board, but within a period not to exceed one hundred and fifty (150) days of the close of the Provider's fiscal year. The audit must be performed by a firm licensed to perform audits in the State of Florida and conducted in accordance with generally accepted auditing standards and standards established by the American Institute of Certified Public Accountants.

The Provider's auditor shall not provide any non-audit service to an issuer contemporaneously with the audit, including:

(1) bookkeeping or other services related to the accounting records or financial statements of the audit client; (2) financial information systems design and implementation; (3) appraisal or valuation services, fairness opinions, or contribution-in-kind reports; (4) actuarial services; (5) internal audit outsourcing services; (6) management functions or human resources; (7) broker or dealer, investment adviser, or investment banking services; (8) legal services and expert services unrelated to the audit. The audit will separately identify JWB revenues, fees and donations, and expenditures by program.

The Provider is required to engage an audit firm which follows Government Audit Standards when conducting the financial audit and which shows evidence of a peer review report completed every three years.

4. Other Financial Support

- a. Provider will report within ninety (90) calendar days any major changes in non-JWB revenue which would impact contracted service levels in JWB funded programs during the fiscal year.
- b. JWB funds will not be used for expenditures also funded by other sources. JWB funds shall not be used to supplant other sources of revenue.
- c. Generally, JWB encourages use of its funds as financial match for securing funds from other sources. However, in such instances, Provider is required to obtain prior written approval to submit an application with JWB committed funds.
- d. Revenues earned in a JWB funded program must remain in that program as a condition of funding.

5. Program Monitoring

Provider agrees to submit progress reports and other information in such format and at such times as may be prescribed by JWB (including JWB Databases, SharePoint and Provider specific data collection systems), and to cooperate in site visits and other on-site monitoring (including, but not limited to, access to sites, staff, fiscal and participant records, and logs and the provision of related information). Provider agrees to cooperate with Monitoring JWB Funded Program policy and procedures. Provider agrees to provide JWB representatives access, without presence of the Provider supervisor, to staff or program participants during any monitoring with or without advance notice. Programs charging a fee for services supported by JWB funding must forward a copy of the fee schedule to JWB. Lead agencies are responsible for monitoring subcontracts funded by JWB unless otherwise specified in a Special Condition of this Agreement. Governmental entities are exempt from fiscal and personnel file review.

Program staff will adhere to JWB's Data Business Rules and Fiscal Guidelines for Funded Programs and all staff who have any responsibility (supervisory or direct) for data entry will be trained within thirty (30) calendar days of hire. The Provider is responsible for maintaining written policies and procedures for providing data to JWB in a timely manner. The Provider is responsible for reviewing JWB Database and JWB SharePoint User Access to ensure that all users are active employees with access to appropriate data systems and modules. The Provider will notify the support@mosaic-network.com for GEMS support and help@jwbpinellas.org for SharePoint support. Provider shall notify JWB within two (2) business days whenever a Provider staff person's access must be inactivated due to the reasons outlined in JWB's Data Business Rules. The Provider is responsible for implementing appropriate procedures into their data policies to protect data and prevent accidental or malicious disclosure of participant information. The Provider is responsible for maintaining fiscal workflow approval prior to creation of a program budget.

6. Board Members, Meetings, and Financial Review

Within thirty (30) calendar days of approval or a change of Board composition, Provider will submit to JWB an updated list of Board Members. Submission of Provider policies and procedures regarding Board review of Provider finances will be required within thirty (30) calendar days of this Agreement and upon revision and approval by the Provider's Board. Board training by an external trainer is required prior to issuance of a funding contract or by August 1st of the current fiscal year, whichever occurs first. Training must consist of the following topics: non-profit governance, fiduciary risks, and liabilities. Documentation of this training shall include an outline of topics covered, the Board members in attendance and who provided the training. Providers who are governmental entities, higher education institutions, and hospitals are exempt from this policy.

7. Nondiscrimination

Programs receiving funding from JWB shall not discriminate against an employee, volunteer, or participant of the Provider on the basis of race, color, gender, religion, national origin, citizenship, disability, marital status, age, veteran status, sexual orientation or any other legally protected category except that programs may target services for specific participant groups as defined in the application. Additionally, agencies receiving funds shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, and ethnic backgrounds.

8. Publicizing of JWB Support — Endorsements

Requests for endorsements that require a commitment of JWB resources will be submitted to the JWB Board for its consideration. However, endorsements, which do not require JWB resources, may be given to those Providers which support the focus and priorities of the JWB Board, at the discretion of the JWB Executive Director. JWB's logo must be present on the following Provider materials as an acknowledgement of support:

- Annual Report
- Program Brochures
- Stationery

JWB's logo may not be used on any other publications requiring JWB resources without JWB Board approval. However, if a publication does not require a monetary commitment or indicate sponsorship, use of the JWB logo may be authorized at the sole discretion of the JWB Executive Director.

9. Publications

Provider agrees to supply JWB, without charge, up to three (3) copies of any publication developed in connection with implementation of programs addressed by this Agreement. Such publications will state that the program is supported by JWB. Provider agrees that JWB will have unlimited use of copyrighted materials developed under this Agreement.

10. Assignments and Subcontracts

Provider shall not assign the responsibility of this Agreement to another party nor subcontract for any of the work contemplated under this Agreement, unless so specified in Attachment 4, without prior written approval of JWB. No such approval by JWB of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by JWB in addition to the total dollar amount stated in

this Agreement. All such assignments or subcontracts shall be subject to the conditions of this Agreement and to any conditions of approval that JWB shall deem necessary.

11. Confidential Information

Provider must follow all laws regarding confidentiality of information including, but not limited to, HIPAA. Provider shall not use or disclose any information which specifically identifies a recipient of services under this Agreement, and shall adopt appropriate procedures for employees' handling of confidential data with the following exceptions: a) such information may be revealed as may be necessary to conform to Fiscal Responsibility and Program Monitoring requirements as stated in the General Conditions of this agreement; b) such information may be revealed as may be necessary pursuant to applicable federal, state, or local law and related regulations; and c) such information may be revealed with the written consent (authorization) of the recipient, or the recipient's responsible parent or guardian, where authorized by law. Provider is responsible to adopt appropriate policies, notifications, authorizations, and other relevant information that allows for the sharing of confidential information with JWB.

Providers will adhere to JWB's written statement of purpose for collection of confidential data in compliance with Section 119.071(5), Florida Statutes. Provider must distribute a copy of this statement to recipients of JWB-funded programs and services and obtain the signature of the recipient or recipient's responsible parent or guardian. A copy of this signed statement must be maintained in case files for each participant for whom confidential data is collected. This statement does not require renewal.

The Provider will also maintain in participant files a completed copy of a JWB-approved form for authorizing client consent to release information for each participant receiving services. As allowed by law and Provider policy, the Provider will add JWB to consent forms including HIPAA consent forms to facilitate data sharing and implement the Fiscal Responsibility and Program Monitoring requirements as stated in the General Conditions of this agreement and advise JWB within two (2) business days if a participant has withdrawn consent to share data and note this withdrawal of consent in the case file. In no event should participant identifying information ever be emailed or faxed to JWB.

In the event of an improper disclosure of participant information by Provider, Provider will inform JWB of the improper disclosure and extent thereof within two (2) business days of becoming aware of the improper disclosure. In accordance with JWB Breach Procedures, Provider will cooperate fully with JWB and take all necessary steps to correct and remedy any damage caused by the Provider's improper disclosure and to prevent future improper disclosure. Provider will defend, indemnify and hold harmless JWB from any and all damages caused by the improper disclosure of any confidential information as defined by law including, but not limited to, Protected Health Information under HIPAA and any and all costs associated with remedying the disclosure.

Likewise, in the event of an improper disclosure of Provider's participant information by JWB, JWB will inform Provider of the improper disclosure and extent thereof within two (2) business days of becoming aware of the improper disclosure. In accordance with JWB Breach Procedures, JWB will cooperate fully with Provider and take all necessary steps to correct and remedy any damage caused by JWB's improper disclosure and to prevent future improper disclosure. JWB will defend, indemnify and hold harmless Provider from any and all damages caused by the improper disclosure and any and all costs associated with remedying the disclosure subject to the doctrine of sovereign immunity and limitations set forth in F.S. 768.28.

12. Return of Funds

Provider agrees to return to JWB any overpayment due to unearned funds or funds disallowed pursuant to the

terms of this Agreement that were disbursed to Provider by JWB, and such funds shall be considered JWB funds and shall be refunded to JWB in accordance with its instructions. Should Provider fail to return said funds, Provider will be responsible for all costs and fees of collection incurred by JWB, including, but not limited to attorney fees and court costs including any pre-suit collections fees and costs.

13. Special Situations and Incidents

Provider agrees to inform JWB within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Incidents are required to be reported for situations that occur only while under the Provider's care and includes anything that may reflect negatively or critically upon JWB. Certain personnel are mandated by law to report their suspicions of child abuse, neglect, or abandonment to the Florida Abuse Hotline (1-800-96-ABUSE). All concerns regarding suspected abuse, neglect, or abandonment of a child or vulnerable adult by the Provider shall first be reported to the Florida Abuse Hotline and then reported to JWB. Incident reporting does not preclude mandated reporting requirements

Critical Incidents are defined as follows:

Abduction - An incident in which an individual who does not have care and custody of a child has taken the child. Concerns of child abductions shall immediately be reported to the appropriate law enforcement personnel.

Abuse or Neglect - reasonable cause to suspect that a child has been harmed or is believed to be threatened with harm from a person responsible for the care of the child.

Participant Death - The death of any participant receiving JWB services.

Media Coverage or Public Inquiry - Media coverage or public reaction that may have an impact on the Provider or JWB's ability to protect and serve its participants, or other significant effect on the Provider or JWB.

Participant Illness - An illness of a participant receiving services determined by a licensed health care professional to be life-threatening or the result of apparent abuse or neglect.

Participant Injury - A medical condition of a participant determined by a licensed health care professional to be life-threatening or the result of apparent abuse or neglect.

Employee Arrest - Employee conduct or activity that results in potential liability to the Provider or JWB; death or harm to a participant; or results in a law violation, including falsification of official records. If an arrest is made for a potentially disqualifying offense under Level 2 background screening requirements, or if the arrest occurred while in the performance of an employee's official duties, the incident should be reported immediately.

Suicide Attempt - An act which clearly reflects the physical attempt by an active participant to cause his or her own death, which results in bodily injury requiring medical treatment by a licensed health care professional.

Sexual Battery - An allegation of sexual battery involving a participant or employee as evidenced by medical evidence or law enforcement involvement. Sexual battery includes participant on participant incidents, employee on participant, and participant on employee.

In addition, the Provider shall notify JWB immediately upon knowledge of any action or incident involving Provider staff or volunteers that could potentially jeopardize the terms of this Agreement which includes

misconduct, malfeasance during working hours, or any conduct that results in the arrest of a staff member or volunteer after hours.

Within one (1) business day, the Provider must submit electronically a completed Incident Report to IRreviewteam@jwbpinellas.org with full details and disposition of the incident, excluding identifying information such as name, date of birth, and address. All e-mail communications made or received by JWB members or staff are considered public records and are retained and, upon request, made available to the public and media in accordance with Chapter 119, Florida Statutes.

14. Provider Staff Membership on Board

Provider agrees that Provider staff shall not serve as members of the Provider's governing board.

15. Waiver

JWB reserves the right to waive requirements of this Agreement and General Conditions where warranted by special circumstances. Any waiver will be in writing and signed by JWB.

16. Provider & Program Data Maintained In 2-1-1 Database

Provider agrees to maintain accurate and up-to-date Provider and program data in the 2-1-1 Tampa Bay Cares database. The Provider will review and update (as necessary) this data at least once annually. The Provider will list data for newly funded program(s) within thirty (30) calendar days of the date that JWB funds the program. This requirement applies to all programs accepting 2-1-1 referrals.

17. Funded Provider Staff Background Checks

All program and Provider staff (including employees, independent contractors and staff of subcontractors), volunteers and those who may have access to youth participants supported through JWB funding are required to undergo and pass a national Level 2 background check that complies with the standards set forth in F.S. 435. Those individuals must have no disqualifying offenses listed in Florida Statute 435.04, for which they have not received an exemption in accordance with Florida law. All staff and volunteers must continue to qualify to pass a Level 2 screening at all times and must notify their employer if at any time they no longer qualify to pass a Level 2 screening. Proof of Level 2 background clearance, including current executed affidavits/attestations of good moral character, must be maintained at all times in the appropriate files and the screening repeated every five (5) years or more often in accordance with law or as requested by JWB. This requirement applies to employees regardless of the funder supporting the position and all volunteers who may have access to youth. A volunteer who assists on an intermittent basis for less than ten (10) hours per month does not have to be screened if a person who meets the screening requirement of this section is always present and has the volunteer within his or her line of sight. The Provider is required to clearly document which volunteers meet the criteria for a Level 2 background screening and affidavits of good moral character, and which are exempt according to the terms of this Agreement. The Provider's policy and practice for background screening must provide for adequate protection and must comply with all applicable laws and implementing regulations including, but not limited to F.S. 435. Should a Provider not be statutorily authorized to receive a national Level 2 background check in accordance with F.S. 435, the Provider must still comply with the standards set forth in F.S. 435 through VECHS background screening. The Florida Department of Children and Families provides an exemption process under this statute. JWB does not provide an exemption process.

18. Attendance

All Programs are required to keep attendance records. If Attachment 2 requires a program to track participant attendance, attendance may be tracked in the JWB Database or other approved data system.

19. Link to JWB's Websites

Providers with an Provider website will include links on their website to the JWB website (www.jwbpinellas.org) and include the JWB logo.

20. Drug-Free Workplace

As applicable, the Provider will comply with the Drug-Free Workplace Act, Section 440.101, Florida Statutes.

21. Public Entity Crimes

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

22. JWB Policies and Procedures

Provider agrees to follow all JWB policies and procedures which can be located on the JWB website at www.jwbpinellas.org/ and which are incorporated into this Agreement in their entirety. Said policies include, but are not limited to, all Board policies, funding policies, Fiscal Guidelines for Funded Programs, JWB Breach Procedures, research policies, security policies, JWB Data Business Rules and policies that may be promulgated by JWB within its sole discretion from time to time. JWB reserves the right to change these policies from time to time within its sole discretion. JWB will provide a minimum of ten (10) business days' notice to the Provider and it is the responsibility of the Provider to be in compliance will all policies and procedures at all times.

Provider is encouraged to provide certification of current accreditation by a recognized national accrediting body appropriate to the programming funded by JWB.

Regardless of accreditation, the Provider must meet the highest professional standards established through its specific field.

23. Insurance, Public Liability, Bodily Injury, and Property Damage

The Provider will procure, pay for, and maintain, throughout the period of this Agreement, on behalf of the Provider and JWB, the following MINIMUM limits of insurance coverage with responsible companies, eligible to do business in the State of Florida, which maintain a rating of A-IX or higher with AM Best.

Commercial General Liability

Each occurrence	\$1,000,000
Personal Injury	\$1,000,000
General Aggregate	\$1,000,000
Property Damage	\$1,000,000
Products & Completed Operations	\$1,000,000
Fire Legal Liability	\$50,000

Professional Liability

Each occurrence \$1,000,000

Sexual Abuse and Molestation:

Each occurrence \$1,000,000

Automobile (to include owned, hired and non-owned autos):

Bodily Injury and Property damage \$500,000

Directors and Officers Liability with Employment Practices Liability Insurance: \$1,000,000

Recommended, but not presently required coverage:

CyberLiability \$1,000,000

JWB must be listed as an additional insured for the operations of the Provider on all coverage except Directors and Officers Liability. The Provider will submit to JWB a certificate of insurance which describes the insurance maintained by the Provider. Provider will give JWB written notice within three (3) business days of it becoming aware that any of its insurance coverage will be cancelled, decreased or changed in any way.

24. Indemnification

The Provider will defend, indemnify, and hold harmless the JWB, its agents, and employees from and against any and all liabilities, claims, judgments, or actions including court costs and attorney's fees that may hereafter at any time be made or brought by any person or entity on account of any claim including but not limited to,

personal injury, property damage, loss of monies, civil rights violation, or discrimination allegedly caused in whole or part by any act or omission, including but not limited to, breach of contract, negligent act, wrongful act, intentional act, omission, and any acts of fraud or defalcation, of the Provider, its agents, employees, or subcontractors, during performance under this Agreement. In no event will the Provider be liable for or have any obligation to defend JWB against such liability, claims, judgments, or actions, including costs and attorney's fees, arising out of the sole negligent acts of JWB.

Attachment 2
City of Clearwater (AGN274)
Community Out of School Time (COST) (PROG478)
Performance Measurements & Service Levels
FY 2014-2015

Participant Level Performance Measurements

All Primary Participants will be measured through the Performance Measurement reporting module in GEMS within the contract period. Measured is defined as each participant having all the appropriate administration points required during the fiscal year based on the language of each Performance Measurement.

Targets Information for PROG478

Target(Measurable): Annual participation - child	
TargetDefinitionId	TRGT1211
ShortTargetTitle	Annual participation - child
TargetText	Number of Participants who continue in the afterschool program for more than one year. (Baseline)
TargetType	Milestone Based Target
ProjectedValue	
ProjectedStartDate	10/01/2014
ProjectedEndDate	09/30/2015
Notes	

Target(Measurable): Number of children receiving OST Survey

Target(Measurable): Number of children receiving OST Survey	
TargetDefinitionId	TRGT932
ShortTargetTitle	Number of children receiving OST Survey
TargetText	Number of currently enrolled participants will be given the OST Survey during the administration windows (October 2014 and May 2015) and captured with JWB database milestone. (Baseline)
TargetType	Milestone Based Target
ProjectedValue	
ProjectedStartDate	10/01/2014
ProjectedEndDate	09/30/2015
Notes	

Target(Measurable): OST Quality Matrix Level

Target(Measurable): OST Quality Matrix Level	
TargetDefinitionId	TRGT1147
ShortTargetTitle	OST Quality Matrix Level
TargetText	Funded program sites will maintain a Quality Matrix Level 4, as documented in site visit reports.

TargetType	Milestone Based Target
ProjectedValue	4
ProjectedStartDate	10/01/2014
ProjectedEndDate	09/30/2015
Notes	

Target(Measurable): Percent of days attended	
TargetDefinitionId	TRGT945
ShortTargetTitle	Percent of days attended
TargetText	The program will have 70% of the youth attend 70% of the program days tracked on a monthly basis as demonstrated by JWB database attendance report. (Baseline)
TargetType	Milestone Based Target
ProjectedValue	
ProjectedStartDate	10/01/2014
ProjectedEndDate	09/30/2015
Notes	

Services Not Associated with Any Targets in Program's SOW

Milestones Not Associated with Any Targets in Program's SOW

R & R Definitions Information for PROG478

Attachment 3

Geographical Service Area

Provider agrees whenever possible to maintain service sites which are accessible by public transportation and convenient to the target participant group. Provider will advise JWB of any changes made in service sites.

The geographical service area for this agreement is as follows:

Program Name	Service Will be Provided Countywide	Services will be provided less than countywide. Services will be provided in the following zip codes or the following geographical areas (list all zip codes of the target area or describe the geographical area)
Community Out of School Time (COST)		33755,33756

Attachment 4: BUDGET(S)

The provider will deliver services according to the budget(s) following this page.

Revised budgets should be submitted by the provider in accordance with JWB policies and procedures.

Provider may make budget amendments during the fiscal year in accordance with JWB forms and procedures as delineated in the Fiscal Guidelines for Funded Programs found on the JWB website at www.jwbpinellas.org.

For all amendments, the following guidelines apply:

- A. Funded programs shall make adjustments in accordance with forms and procedures as established by JWB staff.
- B. Equipment purchased will be considered the inventory of the Provider. Equipment purchased will be accounted for and controlled by the Provider. Inventory reports shall be made available to JWB upon request. JWB may physically inspect equipment at their discretion. Once equipment is fully depreciated it becomes the property of the Provider. JWB will accept the depreciation schedule of the Provider's auditor.
- C. Any adjustments made by funded agencies which are not in accordance with JWB policy shall be subject to reimbursement of JWB at the discretion of JWB.

No adjustment may be made after the budget amendment closing date.

Form 1
Community Out of School Time (COST) (PROG478)
Current & Proposed Operating Budget

		Total Program Budget				JWB Budget			
Category	Subcategory	Prior Fiscal Year	Current Fiscal Year	Difference from Prior Year (\$)	Difference from Prior Year (%)	Prior Fiscal Year	Current Fiscal Year	Difference from Prior Year (\$)	Difference from Prior Year (%)
Salaries	Salaries	\$0	\$168,272	\$168,272	100%	\$0	\$0	\$0	--
	Subtotal Salaries	\$0	\$168,272	\$168,272	100%	\$0	\$0	\$0	--
Benefits	FICA	\$0	\$6,155	\$6,155	100%	\$0	\$0	\$0	--
	Retirement	\$0	\$26,006	\$26,006	100%	\$0	\$0	\$0	--
	Group Insurance	\$0	\$25,211	\$25,211	100%	\$0	\$0	\$0	--
	Workers Comp	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Unemployment Comp	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Subtotal Benefits	\$0	\$57,372	\$57,372	100%	\$0	\$0	\$0	--
Total Salary and Benefits		\$0	\$225,644	\$225,644	100%	\$0	\$0	\$0	--
Professional Services	Professional Services	\$0	\$81,100	\$81,100	100%	\$0	\$25,600	\$25,600	100%
	Audit/Accounting	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Court/Legal Services	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Other Services	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Investigations	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Subtotal Professional Services	\$0	\$81,100	\$81,100	100%	\$0	\$25,600	\$25,600	100%
Rent Expense	Rental & Leases	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Subtotal Rent Expense	\$0	\$0	\$0	--	\$0	\$0	\$0	--
Repairs/Maintenance	Repairs & Maintenance	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Subtotal Repairs/Maintenance	\$0	\$0	\$0	--	\$0	\$0	\$0	--
Utilities	Communications	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Utilities	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Subtotal Utilities	\$0	\$0	\$0	--	\$0	\$0	\$0	--
Operating Expenses	Freight and Postage	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Printing & Binding	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Advertising	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Office Supplies	\$0	\$2,200	\$2,200	100%	\$0	\$0	\$0	--

		Total Program Budget					JWB Budget				
Category	Subcategory	Prior Fiscal Year	Current Fiscal Year	Difference from Prior Year (\$)	Difference from Prior Year (%)	Prior Fiscal Year	Current Fiscal Year	Difference from Prior Year (\$)	Difference from Prior Year (%)		
	Operating Supplies	\$0	\$49,472	\$49,472	100%	\$0	\$0	\$0	\$0	--	--
	Subtotal Operating Expenses	\$0	\$51,672	\$51,672	100%	\$0	\$0	\$0	\$0	--	--
Participant Expenses	Participant Transportation	\$0	\$21,800	\$21,800	100%	\$0	\$0	\$0	\$0	--	--
	Participant Expense	\$0	\$67,550	\$67,550	100%	\$0	\$0	\$0	\$0	--	--
	Participant Food & Nutrition	\$0	\$56,450	\$56,450	100%	\$0	\$0	\$0	\$0	--	--
	Participant Books	\$0	\$0	\$0	--	\$0	\$0	\$0	\$0	--	--
	Participant Educ. Materials	\$0	\$10,000	\$10,000	100%	\$0	\$0	\$0	\$0	--	--
	Subtotal Participant Expenses	\$0	\$155,800	\$155,800	100%	\$0	\$0	\$0	\$0	--	--
Education	Books, Subscriptions Dues & Memberships	\$0	\$0	\$0	--	\$0	\$0	\$0	\$0	--	--
	Training	\$0	\$2,500	\$2,500	100%	\$0	\$0	\$0	\$0	--	--
	Subtotal Educational	\$0	\$2,500	\$2,500	100%	\$0	\$0	\$0	\$0	--	--
Travel/Conference	Travel & Per Diem	\$0	\$0	\$0	--	\$0	\$0	\$0	\$0	--	--
	Conference	\$0	\$0	\$0	--	\$0	\$0	\$0	\$0	--	--
	Subtotal Travel/Conference	\$0	\$0	\$0	--	\$0	\$0	\$0	\$0	--	--
Promotional	Promotional	\$0	\$0	\$0	--	\$0	\$0	\$0	\$0	--	--
	Subtotal Promotional	\$0	\$0	\$0	--	\$0	\$0	\$0	\$0	--	--
Administrative Cost	Administrative Cost	\$0	\$27,572	\$27,572	100%	\$0	\$0	\$0	\$0	--	--
	Subtotal Administrative Cost	\$0	\$27,572	\$27,572	100%	\$0	\$0	\$0	\$0	--	--
Depreciation	Depreciation Expense	\$0	\$0	\$0	--	\$0	\$0	\$0	\$0	--	--
	Subtotal Depreciation	\$0	\$0	\$0	--	\$0	\$0	\$0	\$0	--	--
Insurance	Insurance Expense	\$0	\$0	\$0	--	\$0	\$0	\$0	\$0	--	--
	Subtotal Insurance	\$0	\$0	\$0	--	\$0	\$0	\$0	\$0	--	--
Miscellaneous	Bank Service	\$0	\$0	\$0	--	\$0	\$0	\$0	\$0	--	--

		Total Program Budget				JWB Budget			
Category	Subcategory	Prior Fiscal Year	Current Fiscal Year	Difference from Prior Year (\$)	Difference from Prior Year (%)	Prior Fiscal Year	Current Fiscal Year	Difference from Prior Year (\$)	Difference from Prior Year (%)
	Other/Miscellaneous	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Subtotal Miscellaneous	\$0	\$0	\$0	--	\$0	\$0	\$0	--
Capital	Machinery & Equipment-Capital	\$0	\$0	\$0	--	\$0	\$0	\$0	--
	Subtotal Capital	\$0	\$0	\$0	--	\$0	\$0	\$0	--
Unit of Costs	Out of School Time (OST)	\$0	\$0	\$0	--	\$0	\$376,842	\$376,842	100%
Grand Total		\$0	\$544,288	\$544,288	100%	\$0	\$402,442	\$402,442	100%

Form 2

Community Out of School Time (COST) (PROG478)
Salary and Fringe Preparation
FY 2014-2015

Position	Staff	FTE			Salaries			FICA			Retirement			Group Insurance			Workers Comp			Unemployment Comp			Total Salary & Benefits	
		P o s	Staff	PRG	JWB	PRG	JWB	PRG	JWB	PRG	PRG	JWB	PRG	JWB	PRG	JWB	PRG	JWB	PRG	JWB	PRG	JWB		
POS1709 - Recreation Coordinator	PRSNL1924 - Kathy LaTerza	0.1	0.1	\$6,971	\$0	\$101	\$0	\$1,673	\$0	\$1,004	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,749	\$0	
POS1725 - Recreation Leader	PRSNL1938 - Sawang Phommaleuth	1	1	\$22,916	\$0	\$332	\$0	\$5,500	\$0	\$7,794	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,542	\$0	
POS1729 - Recreation Leader	PRSNL1942 - Marcia Terry	0.6	0.6	\$14,624	\$0	\$1,119	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,743	\$0
POS1732 - Recreation Leader-JW	PRSNL1943 - vacant	0.25	0.25	\$6,142	\$0	\$470	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,612	\$0
POS1731 - Recreation Leader-PPT	PRSNL1947 - vacant	0.6	0.6	\$14,624	\$0	\$1,119	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,743	\$0
POS1730 - Recreation Leader-PPT	PRSNL1945 - vacant	0.6	0.6	\$14,624	\$0	\$1,119	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,743	\$0
POS1734 - Recreation Leader-seas	PRSNL1946 - vacant	0.2	0.2	\$4,950	\$0	\$379	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,329	\$0
POS1733 - Recreation Leader-seas	PRSNL1944 - vacant	0.2	0.2	\$4,950	\$0	\$379	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,329	\$0
POS1727 - Recreation Programmer	PRSNL1940 - Freda Dixon	1	1	\$31,130	\$0	\$451	\$0	\$7,471	\$0	\$7,819	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,871	\$0	
POS1726 - Recreation Specialist	PRSNL1939 - Kevin Whitlow	1	0.8	\$31,252	\$0	\$453	\$0	\$7,501	\$0	\$6,244	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,450	\$0	
POS1728 - Recreation Supervisor	PRSNL1941 - Karen Sowada	0.3	0.3	\$16,089	\$0	\$233	\$0	\$3,861	\$0	\$2,350	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,533	\$0	
TOTAL				\$168,272	\$0	\$6,155	\$0	\$26,006	\$0	\$25,211	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$225,644	\$0	

Form 3

Community Out of School Time (COST) (PROG478)

Operational Narratives

Category	Subcategory	Line Items	Amount	Narrative
Professional Services	Professional Services	Professional services	\$81,100	<p>Enrichment Overlay Services at \$400 per number of assigned participant scholarships (64). $\\$400 \times 64 \text{ participants} = \\$25,600 \text{ annually}$</p> <p><u>Summer Instructors</u> Fitness/nutrition \$5000 x 2 centers Youth development \$5,000 x 2 centers STEM \$5,000 x 2 centers Speakers \$3,000</p> <p><u>Afterschool</u> Leagues: \$35/hr x 4 hrs x 2 centers x 5 wk/session x 7 sessions (6wk ea) = \$9,800 Fitness \$25/hr x 42 wks x 2 centers x 2 hr/wk = \$4,200 Journaling/spoken word \$5,000 Step/dance \$5,000 STEM \$5,000 x 2 centers Skateboard lessons \$25/hr x 42 wks x 2 hr/wk = \$2,100 Gender specific \$5,000 Tennis lessons \$2,000 Golf lessons \$2,000 Misc speakers \$3,000</p>
Operating Expenses	Office Supplies	office supplies	\$2,200	<p>150 Notebooks / dividers 500</p> <p>Pencils/Pens/Paper/3x5 cards and holders 700</p> <p>20 x \$50 Color Printer Cartridges 1,000</p>

Category	Subcategory	Line Items	Amount	Narrative
	Operating Supplies	operating supplies	\$49,472	T-shirts 3,000 board games 1,000 6 card tables x \$250 1,500 Sports equipment 3,172 Awards 2,500 Movies 40 x \$20 800 Swim gear 2,000 photo paper, supplies 1,500 tablets and storage cabinet 5,000 Fitness equipment 5,000 Sports equipment 6,000 Games-video 5,000 Uniforms 3,000 Storage cabinets 5,000 Game consoles 2,000 Furniture-sofas, chairs, desks 10,000 Book bags/school/homework supplies 5,000
Participant Expenses	Participant Transportation	Transportation	\$21,800	Summer 35 buses x \$350 ave each = \$14,000 Afterschool van/bus rental 18 trips x \$300 ea = \$5,400 Holiday camp van/bus rental = \$2400

Participant Expense	Field trips	\$67,550	<p>Busch Gardens \$95 x 105 kids = \$9,975</p> <p>Celebration station \$30 x 105 kids = \$3,150</p> <p>Skating \$10 x 105 = \$1050</p> <p>Weeki Wachee/Buccaneer Bay \$13 x \$1,365</p> <p>Movies \$10 x 105 = \$1,050</p> <p>Game time \$17 x 105 = \$1,785</p> <p>MOSI \$8 x 105 = \$840</p> <p>Threshers \$7 x 105 = \$735</p> <p>Adventure Island \$80 x 105 = \$8400</p> <p>Paintball \$30 x 105 = \$3150</p> <p>Bowling \$12 x 105 = \$1260</p> <p>Afterschool-1 trips/mo x 9 mo x \$15 ea x 70 kids/staff =\$18,900</p> <p><u>holiday and spring break camps</u></p> <p>movies x 3 x 70 kids x \$10 = \$2,100</p> <p>paintball x 2 x 70 x \$30 = \$4,200</p> <p>busch gardens \$95 x 70 = \$6,650</p> <p>Bowling \$12 x 70 = \$840</p>
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Category	Subcategory	Line Items	Amount	Narrative
				celebration station \$30 x 70 = \$2,100
	Participant Food & Nutrition	Food and nutrition	\$56,450	<p>hot dogs \$1,000 pizza \$2,000 Ice Cream Sundae makings \$1,500 Chips / Potato Salad / Baked Beans \$1,500 Chicken Wings \$2,000 Drinks \$5,000 Snacks \$200/wk x 10 wks = \$2,000 Summer Parent banquet 150 kids + 2 guests ea x \$15= \$6,750 Lunches/snack when food program ends \$10,000 Snacks \$100 wk/site x 42 wks = \$ 4200</p> <p>Nutrition class supplies \$50/wk x 30 wks = \$1,500 Holiday celebrations \$5,000 Drinks-afterschool \$4,000 Lunches for school out days/holidays \$10,000</p>
	Participant Educ. Materials	Educational material	\$10,000	Educational materials STEM materials \$3,000 x 2 centers Language arts supplies \$2,000 x 2 centers
Educational	Training	Staff training	\$2,500	Staff training 10 staff x \$250 = \$2,500
Administrative Cost	Administrative Cost	Facility use	\$27,572	Based on square footage costs at facilities.
Unit of Costs	Out of School Time (OST)	FY 2014-2015 Scholarship Allocation	\$0	Scholarship allocations for FY 14-15 22.56 daily per diem rate times 64 participant scholarships times up to 261 reimbursable days. \$22.56 x 64 participants x 261 days = \$376,842
Total Operating Cost			\$318,644	

Form 4
Community Out of School Time (COST) (PROG478)
Other Program Funding

Other Program Funding Fiscal Year Comparison			
Funder Type/Funder	FY 2013-2014 Total	FY 2014-2015 Total	% Increase/Decrease
City Government (in Pinellas)	\$0	\$141,846	100%
Grand Total	\$0	\$141,846	100%

Total Budget Summary	
Total JWB Allocations	\$402,442
Total Other Funding	\$141,846
Total Program Funding:	\$544,288
Total Program Budget	\$544,288
Difference	\$0

Form 5
Community Out of School Time (COST) (PROG478)
Other Program Funding Narrative

Funding Amount:	Other Funding Source:	Narrative:
\$141,846	City Government (in Pinellas)	City of Clearwater contribution to program. Parks and Recreation Dept budget is primarily from the General Fund which comes from Ad Velorem taxes. salary & benefits \$114,274 facility use \$27,572

**END OF PROGRAM BUDGET FOR
Community Out of School Time (COST) (PROG478)**

Attachment 5

JWB Reimbursement Schedule

Juvenile Welfare Board FY 2014-2015 Accounts Payable Schedule		
Pay#	Submission Due Date	Reimbursement Date
1	10-03-14	10-10-14
2	10-17-14	10-24-14
3	10-31-14	11-07-14
4	11-14-14	11-21-14
5	11-28-14	12-05-14
6	12-12-14	12-19-14
7	12-26-14	01-02-15
8	01-09-15	01-16-15
9	01-23-15	01-30-15
10	02-06-15	02-13-15
11	02-20-15	02-27-15
12	03-06-15	03-13-15
13	03-20-15	03-27-15
14	04-03-15	04-10-15
15	04-17-15	04-24-15
16	05-01-15	05-08-15
17	05-15-15	05-22-15
18	05-29-15	06-05-15
19	06-12-15	06-19-15
20	06-26-15	07-03-15
21	07-10-15	07-17-15
22	07-24-15	07-31-15
23	08-07-15	08-14-15
24	08-21-15	08-28-15
25	09-04-15	09-11-15
26	09-18-15	09-25-15
27	10-02-15	10-09-15
28	10-16-15	10-23-15

Attachment 6

Document Submittal Chart

Provider Document	Time Frame	Submit To
COOP	Within thirty (30) days of effective date of agreement	Waived
Most Recent Audit	Immediately upon receipt by the Provider's Board or not to exceed 150 days of the close of the Provider's fiscal year	Waived
Board Member List	Within thirty (30) calendar days of approval or a change of Board composition	Waived
Policy and procedure regarding Board review of Provider finances	Within thirty (30) calendar days of effective date of agreement and upon revision and approval by the Provider's board	Waived
Board Approved Merit Compensation Plan (Board minutes showing approval)	If applicable, then prior to budget submission or subsequent amendment	Waived
Board Training (Outline of topics, members in attendance and who provided training)	Prior to issuance of subsequent year's contract or August 1 st of current fiscal year, whichever occurs first	Waived
Incident Reports	Within one (1) business day of occurrence	IRReviewteam@jwbpinellas.org
Liability Insurance Documentation	Throughout the period of the agreement.	Waived
User Access	Notify within two (2) business days when a staff person's access must be inactivated	support@mosaic-network.com