



**PROGRAM CONTRACT/AMENDMENT REVIEW AND APPROVAL FORM**

<b>Agency Name:</b>	City of Clearwater
<b>Program Name:</b>	Charting the Course for Youth
<b>Type of Document:</b>	FY23 Agreement
<b>Annualized Contract Amount:</b>	\$ 468,897
<b>Brief Explanation:</b>	FY23 Agreement for City of Clearwater - Charting the Course for Youth program.

**INSTRUCTIONS**

1. The contract/amendment referenced above is attached and submitted for review and comment.
2. If you have suggested edits or concerns, please contact Karen Boggess at kboggess@jwbpinellas.org to discuss.
3. Contract/amendment will be routed for signature via DocuSign workflow.
4. Administrative Specialist will archive **review form** and **contract/amendment**.

<b>REVIEWER TITLE</b>	<b>SIGNATURE</b>	<b>DATE</b>
<u>Program Administration Mgr.</u>	n/a	
<u>Program Evaluation Mgr.</u> (if applicable) <b>M. Seales</b>	<i>Megan Seales</i>	8/25/2022   2:58 PM EDT
<u>For Senior Manager, Program Finance (if applicable)</u> <b>S. Gill</b>	<i>Stacey Gill</i>	8/25/2022   3:05 PM EDT
<u>Chief Program Officer</u> <b>K. Boggess</b>	<i>Karen Boggess</i>	8/25/2022   3:09 PM EDT
<u>Chief Financial Officer</u> <b>L. Krueger Brock</b>	<i>Laura Krueger Brock</i>	8/26/2022   2:31 PM EDT
<u>Chief Evaluation &amp; Innovation Officer</u> <b>B. Morrison-Rodriguez</b>	<i>Dr. Barbara Morrison-Rodriguez</i>	8/26/2022   2:42 PM EDT

**AGREEMENT**  
**Between**  
**THE JUVENILE WELFARE BOARD**  
**And**  
**City of Clearwater**  
**Charting the Course for Youth**

**I. PURPOSE**

The Juvenile Welfare Board of Pinellas County, hereinafter referred to as "JWB", and City of Clearwater, hereinafter referred to as "Provider", enter into this mutual Agreement, including all attachments referred to herein, for the period commencing October 1, 2022 and extending through September 30, 2023. This Agreement does not take effect and JWB has no responsibility for any of its obligations hereunder until this Agreement is executed by all parties to this Agreement.

**II. STAFF**

Provider agrees to employ staff, at its own 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 Provider staff shall meet qualifications as stated in the approved position profile on file at JWB and any approved revisions which are submitted for FY23 funding.

**III. SERVICES**

Provider offers after school programs for youth in North Pinellas County. The Ross Norton and North Greenwood Recreation Complexes serve children aged 6 through 18 year-round. The program incorporates enrichment activities that promote school success and healthy lifestyles, improve social skills, increase athletic abilities, and develop leadership skills. All activities include aspects of positive character development including courage, teamwork, compassion and community service.

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 5, as determined by JWB, according to service areas stated in Attachment 2, and pursuant to the General Conditions stated in Section VIII and Special Conditions listed in Attachment 1. Any proposed changes in service delivery must be approved in writing by JWB in advance of making those changes and program methodologies shall subsequently be updated within thirty (30) calendar days of that approval. Costs associated with any unapproved changes in service delivery may not be reimbursed.

**IV. FUNDS**

The program budget for both JWB and other funds (if any) for accomplishing the above stated services must be approved in the JWB data system or other designated format before payment will commence. JWB agrees to reimburse up to \$468,897 for services rendered pursuant to this Agreement.

## **V. METHOD OF PAYMENT**

1. JWB issues reimbursements in accordance with the schedule listed on Attachment 3. The Provider shall submit an accurate request for payment once a month. Reimbursements shall be made in timely manner on pace throughout the fiscal year in order to allow for a consistent and orderly delivery of services. Reimbursement requests shall be submitted timely and only for amounts actually incurred 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 JWB to ensure a consistent and orderly delivery of services. It is the further intent of JWB to terminate Agreements in those situations where such action is essential to the protection of its interests and the interests of children and families served by JWB, 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 in person, or by email, regular mail or delivery service.
3. JWB shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management, to provide sixty (60) days' written notice for termination due to 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 in person, or by email, regular mail or delivery service.
5. Provider shall only be compensated for services performed prior to the termination date. Provider may only terminate this Agreement upon sixty (60) calendar days' written notice to JWB delivered in person, or by email, regular mail or delivery service.
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 shall not be made for services rendered prior to the effective date of this Agreement.

## **VIII. GENERAL CONDITIONS**

### **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 amendment 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. Non-profit Providers and government entity Providers agree 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 the approved budget on file at JWB.
- b. For-profit Providers agree to maintain books, records, and documents on an acceptable basis of accounting to include the cash basis of accounting known as Other Comprehensive Basis of Accounting (OCBOA). The method of accounting should be consistent with industry practices which accurately and appropriately reflect all expenditures of funds listed in the approved budget on file at JWB.
- c. Provider agrees that all financial records, including personnel and salary information and supporting documentation shall be subject at all times to inspection, review, or audit by JWB personnel or its duly authorized agent.
- d. Provider agrees to maintain and file with JWB in a timely fashion reports related to services provided under this Agreement.
- e. 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.
- f. Payments during Disaster Recovery: JWB agrees to support funded programs that are unable to provide normal services for a period of at least sixty (60) calendar days after a disaster has been declared, provided the program agrees to comply with requests of JWB. This period may be extended at the discretion of the Board upon recommendation of the Chief Executive Officer. Provider must file insurance and may file FEMA claims or apply for other federal funding and shall reimburse JWB for any amounts received from these sources that have previously been funded by JWB. The Provider must submit to JWB a copy of the Provider's Continuity of Operations Plan within thirty (30) calendar days of the effective date of this Agreement.
- g. Provider agrees that salary adjustments for staff that are submitted to JWB for approval in budgets or budget amendments have been reviewed and approved by the Provider in accordance with its fiscal policies and adjustments can be sustained in future fiscal years. JWB shall not reimburse more than two (2) weeks of accrued leave for terminating employees. JWB shall not reimburse expenses not previously approved by JWB.
- h. Provider agrees to have a written conflict of interest policy and to obtain appropriate signed statements from its governing board members, officers, and employees on an annual basis.

## **3. Audit and Management Letter**

Non-profit Providers and government entity Providers agree 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 eighty (180) calendar 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 must comply with the Independence Rule and comply with the General Requirements for Performing Nonattest Services and Documentation Requirements When Providing Nonattest Services. Such nonattest services include:

(1) financial statement preparation; (2) cash to accrual conversions; (3) reconciliations; (4) advisory services; (5) appraisal, valuation and actuarial services; (6) benefit plan administration; (7) bookkeeping, payroll and other disbursements including proposed standard, adjusting or correcting journal entries; (8) preparation of depreciation schedules; (9) business risk consulting; (10) corporate finance consulting (11) executive or employee recruiting; (12) forensic accounting; (13) hosting services; (14) information systems design, implementation or integration; (15) internal audit; (16) investment advisory or management; (17) tax services.

The Provider is required to engage an audit firm that follows Government /Non-Profit Audit Standards when conducting the financial audit and that shows evidence of a peer review report completed every three (3) years.

For-profit Providers agree to submit annual financial statements based on industry OCBOA standards prepared by an independent Certified Public Accounting Firm within a period not to exceed one hundred and eighty (180) calendar days of the close of the Provider's fiscal year. The financial statements must be prepared in accordance with applicable Preparation, Compilation and Review Standards.

#### **4. Other Financial Support**

- a. Provider shall report within ninety (90) calendar days any major changes in non-JWB revenue which would impact targeted service levels in JWB funded programs during the fiscal year.
- b. JWB funds shall 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.
- e. Programs charging a fee for services supported by JWB funding must forward a copy of the fee schedule to JWB within thirty (30) calendar days of the effective date of this agreement and upon making changes to the fee schedule.

#### **5. Program Monitoring and Data Quality**

Provider agrees to submit monitoring, site visit, accreditation, and licensing reports supplied by funding, accreditation, and licensing entities, as applicable, to JWB no more than thirty (30) calendar days following Provider receipt. 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, JWB Secure Portals, and Provider specific data collection systems), and to cooperate in monitoring activities including, but not limited to, access to sites, staff, fiscal and participant records, logs, participant rights and responsibilities policies, participant handbooks, grievance and complaint procedures, and the provision of related participant and participant rights information. Provider shall maintain and have available for audit inspection participant records for five (5) years post termination of services. Provider agrees to abide by the JWB Board Policy Section IV: JWB Funded Program Monitoring.

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. Youth participants will only be interviewed in group settings or with staff present unless parental consent is obtained.

Provider staff shall adhere to JWB's Data Quality Manual and JWB's Financial Policies and Procedures for Funded Programs, and all staff who have any responsibility (supervisory or direct) for data entry shall 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 Secure Portal User Access to ensure that all users are active employees with access to appropriate data systems and modules. 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 access and workflow approval throughout the fiscal year.

Provider shall notify JWB no less than ninety (90) days prior to implementation of data system(s) used for participant and/or financial information that are used to share data with JWB.

## **6. Board Members and Training**

Provider shall submit to JWB an updated roster of board members to include the start date of all members within thirty (30) calendar days of the effective date of this Agreement and within thirty (30) calendar days of any change to board composition. Board member rosters shall also include the email, physical address, phone number, and place of employment for all board members.

Orientation of new board members shall occur within two (2) months of the member joining the board and evidence of this orientation maintained in Provider files. Training of new board members by an external trainer is required within six (6) months of joining the Provider board. Evidence of training must be provided to JWB within 30 days of the training. Training must consist of the following topics: nonprofit governance, fiduciary risks, and liabilities. Documentation of this training shall include an outline of topics covered, the board members in attendance, date the board member joined the board, and who provided the training. Providers that are governmental entities, higher education institutions, and hospitals are exempt from this training requirement.

## **7. Nondiscrimination**

Providers 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, pregnancy, and genetic information, or any other legally protected category except that programs may target services for specific participant groups as defined in the application. Additionally, Providers 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 shall be submitted to JWB for its consideration. However, endorsements which do not require JWB resources may be given to those Providers that support the focus and priorities of the JWB Board, at the discretion of the JWB Chief Executive Officer.

JWB's logo must be visible at Provider's administrative and program sites, be featured on the Provider's website, and be present on the following Provider materials as an acknowledgement of support:

- Annual report
- Program brochures and marketing materials
- Program stationery

JWB's logo may not be used on any other publications requiring JWB resources without JWB 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 Chief Executive Officer.

## **9. Not Used**

## **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, including transportation of participants, without prior written approval of JWB through an approved budget or other written approval on file at 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. JWB shall have the right to require the Provider to replace any Subcontractor found, in the reasonable judgment of JWB, to be unacceptable.

All such assignments or subcontracts shall be subject as applicable to the terms and General Conditions of this Agreement and to any conditions of approval that JWB shall deem necessary. Subcontracts for program service delivery described in the approved program methodology must be reviewed according to the Subcontract Assessment found on the Provider page of the JWB website. The assessment outlines elements that must be included in subcontracts. Subcontracts and the corresponding Subcontract Assessment shall be submitted to JWB within thirty (30) calendar days of the effective date of this Agreement and upon revision, amendment and execution of the subcontract thereafter.

To the extent Provider is permitted by JWB to subcontract any of provider's responsibilities under this agreement, the subcontracting entity or agency shall be obligated to assume all applicable obligations of the Provider under this agreement, including the obligation to preserve and maintain insurance as outlined in General Condition 25 and 26. Provider shall have full responsibility for the successful performance and completion of all subcontracted duties under this Agreement to the same extent as if the Provider performed such duties. The Provider shall be the sole point of contact for subcontracts with regard to all matters under this Agreement. Provider is responsible for monitoring subcontracts of JWB funded programs unless otherwise specified in a Special Condition of this Agreement. Documentation of monitoring of subcontracts shall be submitted to JWB no more than thirty (30) calendar days following completion of the monitoring activities.

## **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

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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.

The Provider shall 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 shall 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. JWB has full discretion as to the use of data and JWB owns all data once transferred to JWB.

Provider shall obtain permission and license for the use of any and all photographs, videotaping, audio recordings, or written interviews/stories of participants, to include use of name, image and other identifiable information in connection with a press release, news story, testimonial, or story that may be viewed by the general public, and that the participant will not receive compensation for participation in the use of this information. For youth under the age of eighteen (18), Providers will obtain the signature of a parent or legal guardian.

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 shall inform JWB of the improper disclosure and extent thereof within two (2) business days of becoming aware of the improper disclosure. Provider shall 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 shall 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. Provider shall defend, indemnify and hold harmless JWB from any and all damages caused by the improper disclosure as defined by law of any information including but not limited to personally identifiable information (PII) and protected health information (PHI) as required under HIPAA, HITECH and FIPA regulations or other information that is confidential and/or exempt from disclosure per F.S. 119. This provision shall survive the termination of this Agreement.

Likewise, in the event of an improper disclosure of Provider's participant information by JWB, JWB shall inform Provider of the improper disclosure and extent thereof within two (2) business days of becoming aware of the improper disclosure. JWB shall 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 shall defend, indemnify and hold harmless Provider from any and all damages caused by JWB's 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. Public Records**

JWB is a public entity subject to Florida's Public Records Law, which includes provisions relating to records retention, production, and confidentiality. For purposes of this section, Provider is also referred to as Contractor. Provider subcontracts that arise out of this Agreement must apply the entirety of this public records condition to the Subcontractor.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Juvenile Welfare Board of Pinellas County**  
**14155 58th St. No., Ste. 100**  
**Clearwater, FL 33760**  
**(727) 453-5600**  
[publicrecords@jwbpinellas.org](mailto:publicrecords@jwbpinellas.org)

Contractors acting on behalf of JWB must comply with 119.0701 and must:

- a. Keep and maintain public records required by JWB to perform the service.
- b. Upon request from JWB's custodian of public records, provide JWB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in F.S. 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to JWB all public records in possession of Contractor or keep and maintain public records required by JWB to perform the service. If the Contractor transfers all public records to JWB upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to JWB, upon request from JWB's custodian of public records, in a format that is compatible with the information technology systems of JWB.

In addition, Contractors should be aware that Social Security numbers are confidential and exempt from disclosure (119.071(5)) and personal identifying information of a child or the parent or guardian of the child held by JWB or service provider under contract with JWB is exempt from disclosure (125.901(11)). There are many other exemptions in the law that Provider should be cognizant exist. However, for all Providers, any and all contracts between JWB and Provider, program methodology, budgets, requests for reimbursements, emails, other written correspondence and any other documents exchanged between the Provider and JWB are generally public records and will be disclosed in the sole discretion of JWB and must be retained in accordance with Florida's record retention policy. Providers should not provide any documents to JWB containing Trade Secrets, as defined by F.S. 812.08, or exempt or confidential and exempt information to JWB without specifically marking such document. By submitting any documents or information whatsoever to JWB, Provider agrees that JWB may use and disclose all information and documents submitted for any purpose JWB sees fit and that it is within JWB's sole discretion to determine if any information submitted is exempt from disclosure.

Any Provider who receives a public records request for records pertaining to JWB or services funded by JWB, must advise JWB within two (2) business days of the records request and JWB and Provider will work together to respond to any such request. This provision shall survive termination of this Agreement.

### **13. Return of Funds**

Provider agrees to return to JWB any overpayment due to costs not incurred or costs disallowed pursuant to the terms of this Agreement 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 shall 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. This provision survives termination of this Agreement and return of funds for overpayment or disallowance will be required even if the overpayment or disallowance is discovered after this Agreement is terminated.

### **14. 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. Participant 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 while in the Provider's care.

Baker Act – A participant is involuntarily admitted for psychiatric care under Florida law for Baker Act during the course of service delivery regardless if the incident occurred while under Provider's care.

Breach of Information - Sensitive, protected or confidential data has potentially been viewed, stolen or used by an individual unauthorized to do so.

Elopement- When a minor participant leaves a setting without permission or authorization.

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.

Investigation or Lawsuit - Any formal investigation or legal action brought against Provider which relates to the services funded by JWB or which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement.

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 Death - The death of any participant receiving JWB services, regardless if the death occurred while under Provider's care.

Participant Illness - An illness of a participant requiring a response by Emergency Medical Services AND transport to a medical facility due to the severity of the illness while participant is attending the program.

Participant Injury - A medical condition of a participant requiring a response by Emergency Medical Services AND transport to the hospital due to the severity of the medical condition or injury while the participant is attending the program.

*Note in both instances of Participant Illness and Participant Injury the parents may use Emergency Medical Services as transportation to the hospital - if it is used solely for this purpose an incident report is not required. In the event that the participant leaves the program and requires emergency care due to an injury or illness incurred at the program, an incident report should be completed when the program becomes aware.*

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, agent or volunteer on participant, and participant on employee, agent or volunteer.

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.

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 of knowledge of any incident, the Provider must submit electronically a completed Incident Report to [IRreviewteam@jwbpinellas.org](mailto:IRreviewteam@jwbpinellas.org) with full details and disposition of the incident, excluding identifying information such as name, date of birth, and address. In the event of a participant death please contact by phone the JWB Chief Program Officer within three (3) hours of knowledge of the incident.

All email 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.

Provider must adhere to the reporting requirements hereunder after the termination of this Agreement if Provider becomes aware of a Critical Incident after the termination of the Agreement if the Critical Incident occurred during the term of the Agreement and/or relates to the services funded by JWB.

## **15. Provider Staff Membership on Board**

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

## **16. Waiver**

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

## **17. 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.

## **18. Provider Staff Background Checks**

All program staff and Provider staff (including employees, independent contractors, and staff of subcontractors), volunteers and those who may have access to youth participants 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 provide written consent to the Provider to have documentation released to JWB which confirms no disqualifying offenses listed in F.S. 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. Provider must collect written consent for the release of this information to JWB for purposes of verification. This requirement applies to employees regardless of the funder supporting the position and all volunteers and subcontractors who may have access to youth. Volunteers and subcontractors who assist on an intermittent basis for less than ten (10) hours per month do not have to be screened if a person who meets the screening requirement of this section is always present and has the volunteer and subcontractor 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.

The Florida Department of Children and Families provides an exemption process under this statute. JWB does not provide an exemption or waiver process.

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. Only in the event the Provider does not qualify to receive a national Level 2 background check in accordance with F.S. 435 and is not eligible to participate in VECHS, then the Provider must engage a third-party vendor to conduct a national background check and must comply with the standards as set forth in F.S. 435.

Providers using VECHS, or any other third-party vendor which does not allow the release of background screening results to JWB, must sign and provide to JWB an affidavit which ensures compliance with the entirety of this section. This affidavit must be renewed annually by the Provider's Executive Director or equivalent and submitted within thirty (30) calendar days of the effective date of this Agreement and upon change of staff in this position. Provider must also provide a written procedure within thirty (30) calendar days of the effective date of this Agreement which outlines the process by which compliance is ensured with the entirety of this section, including the person responsible for conducting verification between results of VECHS information and the disqualifying offenses according to F.S 435. Personnel and volunteer files shall reflect who verified whether the employee or volunteer candidate passed the background screening according to F.S. 435.04.

Provider agrees to submit to monitoring of personnel and volunteer files and other required documents to ensure compliance with this section. Monitoring will include, but not be limited to, review of training logs, position descriptions, applications, resumes, salary information, Affidavits of Good Moral Character, the results of background screenings and Provider verification of staff credentials. Consents executed by employees to release Affidavits of Good Moral Character and background screening results will be provided to JWB for review. Providers shall not release Protected Health Information to JWB and Providers shall keep this information separate from personnel and volunteer files. Parental consent for JWB monitoring activities must be evident in the personnel and volunteer files of minors.

### **19. Not Used**

### **20. Link to JWB's Website**

Provider website shall include the JWB logo that links to the JWB website ([www.jwbpinellas.org](http://www.jwbpinellas.org)).

### **21. Drug-Free Workplace**

The Provider shall have and enforce a Drug and Alcohol Free Workplace Policy. This policy shall be submitted to JWB within thirty (30) calendar days of the execution of this Agreement.

### **22. Public Entity Crimes**

Per Section 287.133, F.S., 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.

### **23. 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](http://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, JWB Financial Policies and Procedures for Funded

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Programs, security policies, JWB Data Quality Manual, 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 thirty (30) calendar days' notice to the Provider and it is the responsibility of the Provider to be in compliance with 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.

**24. Conflict of Interest**

The Provider must have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Provider further represents that no person having any such interest shall be employed or subcontracted by the Provider during the Agreement term and any extensions.

The Provider shall promptly notify JWB, in person, or by email, regular mail or delivery service, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Providers judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Provider may undertake and request an opinion of the JWB Chief Executive Officer as to whether the association, interest or circumstance would, in the opinion of JWB, constitute a conflict of interest if entered into by the Provider. JWB agrees to notify the Provider of its opinion, in person, or by email, regular mail or delivery service, within thirty (30) days of receipt of notification by the Provider.

**25. Insurance Requirements - Basic Provisions**

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 basic insurance coverage with responsible companies, eligible to do business in the State of Florida, which maintain a rating of A-(IX) or higher with A.M. Best.

a. **Workers' Compensation**

Part One:	"Statutory"
Part Two: Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation

Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

**b. Commercial General Liability**

General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Each Occurrence	\$3,000,000

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

JWB and JWB's Board members, employees, volunteers, and agents shall be included as an "Additional Insured" on the Commercial General Liability coverage a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Provider).

**c. Automobile** Such insurance shall cover all owned, hired and non-owned vehicles operated by, or on behalf of, the Provider.

Combined single limit - (Vehicles transporting JWB Participants)

- Owned:**  \$5,000,000  \$3,000,000  \$2,000,000  \$1,000,000  \$500,000  N/A  Other:
- Non-Owned:**  \$5,000,000  \$3,000,000  \$2,000,000  \$1,000,000  \$500,000  N/A  Other:
- Hired:**  \$5,000,000  \$3,000,000  \$2,000,000  \$1,000,000  \$500,000  N/A  Other:

Combined single limit - (All other vehicles used in the performance of work under this Agreement)

- Owned:**  \$5,000,000  \$3,000,000  \$2,000,000  \$1,000,000  \$500,000  N/A  Other:
- Non-Owned:**  \$5,000,000  \$3,000,000  \$2,000,000  \$1,000,000  \$500,000  N/A  Other:
- Hired:**  \$5,000,000  \$3,000,000  \$2,000,000  \$1,000,000  \$500,000  N/A  Other:

[The determination of which of the Provider's vehicles will be subject to the limit stated above for "Vehicles transporting JWB Participants" and will be based upon the responses given by the Provider in the most recent JWB Insurance Survey.]

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in the performance of the work under this Agreement.

Providers that transport JWB Participants will be required to insure any vehicle used for such Participant transportation in the amount shown in the Participant Transportation section of the Automobile Insurance Requirements matrix. Such amount shall be determined by JWB based upon the maximum number of passengers per vehicle (including driver) in the vehicle being utilized. All other Provider vehicles are required to be insured in the amount shown in the matrix which corresponds to the rest of the Providers operations, excluding participant transportation.

Providers that hire participant transportation services shall be required to maintain verification of transportation vendor's automobile liability insurance limits in the same amount that the Provider would be required to maintain if Provider were providing the transportation services directly. Such amount shall be determined by JWB based upon the maximum number of passengers per vehicle (including driver) in the vehicle being utilized. The applicable limits can be found on JWB's website.

d. **Excess or Umbrella Insurance:**

All required limits of insurance may be satisfied by the use of any combination of primary and excess/umbrella liability insurance coverages. All Certificates of Insurance for umbrella and excess liability policies should clearly indicate which underlying policies such excess or umbrella liability policies are applicable to on an excess basis.

e. **Evidence of Insurance:**

Provider shall not commence work until the required insurance is in force and evidence of insurance meeting all of the requirements set forth herein has been provided to JWB.

JWB at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the Provider hereby agrees to provide same. An appropriate Certificate of Insurance signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance signed by an authorized representative of the insurer, and copies of the actual additional insured endorsement(s) as issued on the policy(ies), shall be satisfactory evidence of such insurance.

The evidence of insurance provided by Provider must include a disclosure of the amount(s) of all deductibles or self-insured retentions applicable to any policy of insurance required under this section.

Until such insurance is no longer required by this Agreement, Provider shall provide JWB with renewal or replacement evidence of insurance at least fifteen (15) calendar days prior to the expiration or termination of such insurance.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to JWB, if requested by JWB, Provider shall, within thirty (30) calendar days after receipt of a written request from JWB, provide JWB with a certified copy(ies) of the policy(ies) providing the coverage required herein. Provider may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

f. **Notice of Cancellation:**

All required policies must be endorsed to provide JWB with thirty (30) calendar days' prior notice of cancellation.

g. **Primary and Non-Contributory:**

The insurance provided by the Provider shall apply on a primary basis to and shall not require contribution from, any insurance maintained by JWB. Any insurance or self-insurance maintained by JWB shall be in excess of, and shall not contribute with, the insurance provided by Provider.

h. **Deductibles/Self-Insured Retentions:**

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any insurance required of Provider pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without prior approval of JWB), Provider shall be solely responsible for paying any such deductible or self-insured retention.

i. **Non-Waiver/Remedies:**

Compliance with these insurance requirements shall not limit the liability of Provider, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to JWB or JWB's Board members, employees, volunteers, and agents by the insurance provided by Provider shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Provider) available to JWB under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Provider shall relieve Provider from the responsibility to provide insurance as required by this Agreement.

Provider shall provide JWB with renewal or replacement evidence of insurance at least fifteen (15) calendar days prior to the expiration or termination of such insurance. If Provider cannot meet this timeline, notification must be made to the assigned JWB Program Consultant and maintain communication until such time as evidence of insurance can be submitted to JWB.

**26. Insurance Requirements - Additional Coverages**

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 additional insurance coverage with responsible companies, eligible to do business in the State of Florida, which maintain a rating of A-(IX) or higher with A.M. Best.

a. **Professional Liability**

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Maximum Deductible or Maximum Self-Insured Retention	\$25,000

Such insurance shall be on a form acceptable to JWB and shall cover Provider for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement.

If the Professional Liability is provided on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required.

**b. Cyber Liability**

Each Claim	\$500,000
Annual Aggregate	\$500,000
Maximum Deductible or Maximum Self-Insured Retention	\$25,000

The Cyber Liability insurance shall be on a form acceptable to JWB and shall cover Security & Privacy Liability and Breach Response Coverage, including Notification Expenses.

If the Cyber Liability is provided on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required.

The required Cyber Liability coverage may be included as part of the Professional Liability coverage and limits required above.

**c. Abuse and Molestation Liability**

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Maximum Deductible or Maximum Self-Insured Retention	\$25,000

Such insurance shall be on a form acceptable to JWB and shall cover Provider and its employees for liability arising out of any occurrence of abuse or molestation in relation to the work provided by Provider under the Agreement.

If the Abuse and Molestation coverage is provided on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required.

**d. Directors and Officers/Employment Practices Liability**

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Maximum Deductible or Maximum Self-Insured Retention	\$25,000

Such insurance shall be on a form acceptable to JWB and shall cover Provider and its directors, officers and employees for liability arising out of "Wrongful Acts" in the performance of their duties as directors, officers and employees of Provider. In addition, coverage shall be included for "Wrongful Acts" of Provider arising out of Provider's employment practices.

If the coverage is provided on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required

**e. Crime Insurance**

Such insurance shall be on a form acceptable to JWB and shall provide the following coverages in the following amounts:

Employee Dishonesty:	\$300,000
Forgery or Alteration:	\$300,000
Robbery (on or off premises):	\$300,000
Computer Fraud:	\$300,000
Funds Transfer Fraud:	\$300,000
Maximum Deductible or Maximum Self-Insured Retention	\$25,000

**f. Watercraft Liability**

To the extent watercraft are utilized, Provider shall purchase and maintain insurance which shall, at a minimum, cover Provider for injuries or damage arising out of the use of all owned, non-owned, and hired watercraft.

The insurance shall include JWB and JWB's Board members, employees, volunteers, and agents as additional insureds.

The limits applicable to watercraft liability shall be:

Each Occurrence/Annual Aggregate	N/A
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**g. Pollution Legal Liability**

Such insurance shall cover Provider for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for cleanup of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	N/A
Annual Aggregate	N/A
Maximum Deductible or Maximum Self-Insured Retention	\$25,000

JWB and JWB's Board members, employees, volunteers, and agents shall be included as an "Additional Insureds" on the policy.

**h. Excess or Umbrella Insurance:**

All required limits of insurance may be satisfied by the use of any combination of primary and excess/umbrella liability insurance coverages. All Certificates of Insurance for umbrella and excess liability policies should clearly indicate which underlying policies such excess or umbrella liability policies are applicable to on an excess basis.

**i. Evidence of Insurance:**

Provider shall not commence work until the required insurance is in force and evidence of insurance meeting all of the requirements set forth herein has been provided to JWB.

JWB at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the Provider hereby agrees to provide same. An appropriate Certificate of Insurance signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance signed by an authorized representative of the insurer, and copies of the actual additional insured endorsement(s) as issued on the policy(ies), shall be satisfactory evidence of such insurance.

The evidence of insurance provided by Provider must include a disclosure of the amount(s) of all deductibles or self-insured retentions applicable to any policy of insurance required under this section.

Until such insurance is no longer required by this Agreement, Provider shall provide JWB with renewal or replacement evidence of insurance at least fifteen (15) calendar days prior to the expiration or termination of such insurance.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to JWB, if requested by JWB, Provider shall, within thirty (30) calendar days after receipt of a written request from JWB, provide JWB with a certified copy(ies) of the policy(ies) providing the coverage required herein. Provider may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

**j. Notice of Cancellation:**

All required policies must be endorsed to provide JWB with thirty (30) calendar days' prior notice of cancellation.

k. **Primary and Non-Contributory:**

The insurance provided by the Provider shall apply on a primary basis to and shall not require contribution from, any insurance maintained by JWB. Any insurance or self-insurance maintained by JWB shall be in excess of, and shall not contribute with, the insurance provided by Provider.

l. **Deductibles/Self-Insured Retentions:**

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any insurance required of Provider pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without prior approval of JWB), Provider shall be solely responsible for paying any such deductible or self-insured retention.

m. **Non-Waiver/Remedies:**

Compliance with these insurance requirements shall not limit the liability of Provider, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to JWB or JWB's Board members, employees, volunteers, and agents by the insurance provided by Provider shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Provider) available to JWB under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Provider shall relieve Provider from the responsibility to provide insurance as required by this Agreement.

Provider shall provide JWB with renewal or replacement evidence of insurance at least fifteen (15) calendar days prior to the expiration or termination of such insurance. If Provider cannot meet this timeline, notification must be made to the assigned JWB Program Consultant and maintain communication until such time as evidence of insurance can be submitted to JWB.

**27. Indemnification**

Provider shall defend, indemnify, and hold harmless JWB, its agents, and employees from and against any and all liabilities, claims, judgments, or actions including, but not limited to, attorney's fees and all costs 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, arising out of or relating to its performance of this Agreement or for Provider's improper disclosure of confidential and/or exempt information, or failure to comply with F.S. 119 or any other applicable law, rule or regulation. 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. This provision survives termination of the Agreement.

## **28. Certification that Provider is legally able to contract with JWB**

In compliance with F.S. 287.135(a), a Provider is ineligible to and may not enter into a contract with JWB if the Provider is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel. In compliance with F.S. 287.135(b), for contracts of \$1 million or more, a Provider is ineligible to and may not enter into a contract with JWB if the Provider (1) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to s. 215.473 or, (2) is engaged in business operations in Cuba or Syria. By entering into this Agreement, you are certifying that you are eligible to contract with JWB and are not participating in a boycott of Israel, are not on the Scrutinized Companies with Activities in Sudan List, are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that you do not have business operations in Cuba or Syria. In addition, this Agreement may be terminated if Provider (1) has found to have submitted a false certification, (2) has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, (3) has been placed on the Scrutinized Companies with Activities In Sudan List or the Scrutinized Companies with Activities in The Iran Petroleum Energy Sector List; or (4) has been engaged in business operations in Cuba or Syria.

## **29. E-Verify**

In accordance with F. S. 448.095, no later than the first date of the term Agreement, Provider must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after the first date of the term Agreement and during the remainder of the term of this Agreement. Evidence may consist of, but is not limited to, providing notice of your E-Verify number. Instructions on how to provide proof of participation/E-Verify enrollment is on the U.S Department of Homeland Security's E-Verify website.

The statute also applies to subcontractors performing work under this Agreement. The subcontractor must use the E-Verify system for any employees it may hire during the term of this Agreement. The Subcontractors must provide affidavits stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by F. S. § 448.095(k). Subcontractors are defined in Florida Statute as both individuals and legal entities. Provider must maintain copies of all subcontractor affidavits for the duration of the JWB Agreement and these affidavits shall be subject at all times to inspection, review, or audit by JWB personnel or its duly authorized agent.

Notwithstanding any other terms of this Agreement, if JWB has a good faith belief that you have knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States, JWB shall terminate this Agreement. Provider may be liable for all costs associated with JWB securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute, Provider may not be awarded a public contract for a period of one (1) year after the date of termination.

**IX. SIGNATURES**

*Beth Houghton*

\_\_\_\_\_  
Chief Executive Officer: Juvenile Welfare Board  
of Pinellas County

Beth A. Houghton

8/26/2022 | 4:25 PM EDT

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager: City of Clearwater

Jon Jennings

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Rosemarie Call  
City Clerk

APPROVED AS TO FORM AND CONTENT

\_\_\_\_\_  
Owen Kohler  
Lead Assistant City Attorney

## **Attachment 1**

### **Special Conditions of the Agreement**

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

Charting the Course for Youth

Provider approved COST program shall adhere to the JWB approved Program Service Matrix Model Program Components for Out of School Time Programming.

The Provider will work with the assigned JWB Evaluator to implement the Florida Afterschool Network Quality Self-Assessment. The provider must identify a self-assessment coordinator who will work with the JWB Evaluator to conduct the self-assessment. The self-assessment must be completed and associated performance improvement plan (as appropriate) must be established by the end of the fiscal year.

The Provider and all facilities legally required to be licensed must maintain valid licensure. Facilities not required to be licensed must maintain a Certificate of Substantial Compliance issued by the Pinellas County License Board (PCLB). Facilities operated during the summer only are considered Summer Day Camps pursuant to PCLB current regulations. Should any Provider or facility's license or certification be revoked, not renewed, or suspended during the time services are being provided hereunder, the Provider must immediately notify JWB within twenty-four (24) hours in writing and said Provider or facility is no longer qualified to provide services to the Recipients under the terms of this Agreement. At all times during this Agreement, Provider and/or facility's license must be considered in Good Standing, which is defined as having no probationary license status within the preceding twelve (12) months. Should Provider be a party to any written agreement with the Early Learning Coalition (ELC) during the term of this Agreement, Provider must advise JWB in writing of the contract. If Provider's contract with ELC is terminated or suspended at any time during this Agreement, Provider must, within twenty-four (24) hours, notify JWB in writing and Provider or facility may no longer be qualified to provide the services pursuant to this Agreement. Provider authorizes JWB to speak with PCLB, ELC and any other entity regulating the Provider about anything relevant to Provider's child care license, history of providing care or anything else deemed relevant by JWB.

General Condition #10 - Assignments and Subcontracts- The last sentence of paragraph two and of paragraph three in this section are waived: Provider is exempted from submitting Subcontracts, Subcontract Assessments and Subcontract monitoring documentation for individual (not incorporated) providers of overlay services and tutoring services if said individuals of those services are not left alone with children. All other terms of General Condition #10 shall remain the same.

General Condition #18 - Provider is waived from personnel file monitoring with JWB wherein the Provider has no non-compliances on PCLB's most recent monitoring report/inspection checklist/complaint investigation in the area of Personnel and at the time of JWB monitoring is in full compliance with all PCLB regulations pertaining to Personnel, including, but not limited to, personnel records and background screening. JWB reserves the right to monitor personnel files at any time, including if a non-compliance is noted during PCLB's monitoring/inspection/investigation and at any time JWB deems necessary. Provider will give JWB staff access to all PCLB monitoring reports/inspection checklist/complaint investigations. All other provisions of the Condition remain.

Provider shall upload Quarterly Status Reports inclusive of staff turnover and vacancy rates. Quarterly reports shall be uploaded to JWB's Secure Portal by the 20th of the month following the reporting period (i.e. January 20th, April 20th, July 20th, and October 20th). The reports and calculations shall be made using the rate calculators provided in the Workforce Stabilization application.

Provider will ensure that any and all required certifications and credentials for water safety or swim instruction are current throughout the term Agreement period for all applicable staff.

Provider will ensure that all pool facilities used by Provider comply with all applicable laws, rules and regulations and maintain current inspections, permits and licenses for safe operation of a public swimming pool in accordance with the Florida Department of Health in Pinellas County.

JWB funding is contingent upon the Provider reporting the number of participants that receive swim lessons, time period the lessons are provided, the type of certification held by Life guard/Water Instructor, hourly wage and the number of hours allocated to the activity.

All vehicles used by the Provider to transport any program participants in a JWB funded program must be equipped with an alarm system approved by the Department of Children and Families and meeting the criteria in the CC/SS Facility Handbook that prompts the driver to inspect the vehicle for the presence of children before exiting the vehicle. Alarms must be installed and maintained according to the manufacturer's recommendations.

The program will be measured using the standardized assessment for English Language Arts as identified by Pinellas County Schools.

The program will be measured using the standardized assessment for Math as identified by Pinellas County Schools.

**The following condition(s) applies to the Provider:**

City of Clearwater

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

General Condition #2h - The sentence is waived: Due to the Provider being subject to the Code of Ethics for Public Officers and Employees, adopted by the Legislature as Part III of Chapter 112, Florida Statutes, the Provider is not required to have a written conflict of interest policy and to obtain appropriate signed statements from its governing board members, officers, and employees on an annual basis.

General Condition #6 - Board Members and Training is waived.

General Condition #11 - Confidential Information- fifth paragraph, the sentence that states, "Provider shall 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." is stricken and replaced with the following: "Provider shall defend, indemnify, and hold harmless JWB from any and all damages caused by the

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provider's 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."

General Conditions #25 and #26- Insurance Requirements are waived wherein the Provider maintains responsibility for the delivery of services. Should the Provider assign or subcontract any of the work contemplated under this Agreement to a non-governmental entity, or to a non-Florida governmental entity, this Insurance Requirements waiver is not applicable to the subcontracted services portion of the contract. Nongovernmental subcontractors and non-Florida governmental subcontractors must demonstrate compliance with the insurance requirements for all subcontracted services performed for Provider for JWB-funded programs. Provider is solely responsible for ensuring subcontractors of the Agreement are in compliance with the minimum insurance requirements as described in General Conditions #25 and #26.

General Condition #27 - 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."

## Attachment 2 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	Participants are eligible Countywide	Participants are eligible who reside in the following ZIP codes:	Participants are eligible from the following service areas:
Charting the Course for Youth		Participants will primarily reside in zip codes 33755, and 33756. In addition, participants can reside in the following zip codes: 33763, 33764, 33765, 33770, 33778, 34677, 34695 and 34698.	



## Attachment 3

\*In order to receive payment on the Reimbursement Date, invoices/reimbursement requests must be submitted to JWB by the Submission Due Date (Wednesday), to allow for proper review, and approval by JWB staff.

### ACCOUNTS PAYABLE SCHEDULE - FY 2023

Pay#	Submission Due Date * (Wednesday)	Reimbursement Date (Friday)
1	10/05/22	10/14/22
2	10/19/22	10/28/22
3	11/02/22	11/11/22
4	11/16/22	11/25/22
5	11/30/22	12/09/22
6	12/14/22	12/23/22
7	12/28/22	01/06/23
8	01/11/23	01/20/23
9	01/25/23	02/03/23
10	02/08/23	02/17/23
11	02/22/23	03/03/23
12	03/08/23	03/17/23
13	03/22/23	03/31/23
14	04/05/23	04/14/23
15	04/19/23	04/28/23
16	05/03/23	05/12/23
17	05/17/23	05/26/23
18	05/31/23	06/09/23
19	06/14/23	06/23/23
20	06/28/23	07/07/23
21	07/12/23	07/21/23
22	07/26/23	08/04/23
23	08/09/23	08/18/23
24	08/23/23	09/01/23
25	09/06/23	09/15/23
26	09/20/23	09/29/23
27	10/04/23	10/12/2023 (September business)

28	10/18/23	10/26/2023 (September business)
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## Attachment 4

### Document Submittal Chart

**This chart is intended as a guide. Submittals required in the General and Special Conditions of the Agreement supersede this guide.**

Provider Document	Time Frame	Submit To
Approved program methodology	Throughout the period of the Agreement	Agency Specific JWB Secure Portal Site
<b>COOP – WAIVED</b>	Within thirty (30) calendar days of effective date of Agreement	Agency Specific JWB Secure Portal Site
Most Recent Audit	Immediately upon receipt by the Provider's board or not to exceed 180 days of the close of the Provider's fiscal year	Agency Specific JWB Secure Portal Site
Fee Schedules	Within thirty (30) calendar days of the effective date of this agreement and upon making changes to the fee schedule	Agency Specific JWB Secure Portal Site
Monitoring, Site Visit, Accreditation and Licensing Reports	No more than thirty (30) calendar days following Provider receipt	Agency Specific JWB Secure Portal Site
Notification of Change in Participant and/or Finance Data Base	Within ninety (90) calendar days in advance of any changes	Email to JWB Chief Executive Officer
Board Member List – <b>WAIVED</b>	Within thirty (30) calendar days of the effective date of this agreement and approval of any change of board composition	Agency Specific JWB Secure Portal Site
Board Training (Outline of topics, members in attendance, and who provided training) - <b>WAIVED</b>	Within six (6) months of joining the Provider board, evidence of training new board members must be provided to JWB within 30 days of the training.	Agency Specific JWB Secure Portal Site
<b>Subcontracts - Waived in the case of independent providers of tutoring and overlay providers</b>	Within thirty (30) calendar days of the effective date of this Agreement and upon revision, amendment and execution thereafter.	Agency Specific JWB Secure Portal Site
<b>Subcontract Assessment - Waived in the case of independent providers of tutoring and overlay providers</b>	Within thirty (30) calendar days of the effective date of this Agreement and upon revision, amendment and execution thereafter.	Agency Specific JWB Secure Portal Site

Subcontract Monitoring Documentation - <b>Waived in the case of independent providers of tutoring and overlay providers</b>	No more than thirty (30) calendar days following completion of the monitoring activities.	Agency Specific JWB Secure Portal Site
Incident Reports	Within one (1) business day of knowledge of any incident	IRreviewteam@jwbpinellas.org
Executive Director Affidavit (Providers using VECHS) - <b>Not applicable</b>	Within thirty (30) calendar days of the effective date of this Agreement and upon change of staff in this position	Agency Specific JWB Secure Portal Site
Procedure for General Condition #18 - Provider Staff Background Checks (Providers using VECHS) - <b>Not applicable</b>	Within thirty (30) calendar days of the effective date of this Agreement	Agency Specific JWB Secure Portal Site
Drug-Free Workplace policy	Within thirty (30) calendar days of effective date of Agreement and upon revision and approval by the Provider's board	Agency Specific JWB Secure Portal Site
Insurance Documentation - <b>WAIVED – Unless services are Subcontracted</b>	Throughout the period of the Agreement and with renewal or replacement at least fifteen (15) calendar days prior to the expiration or termination of such insurance.	Agency Specific JWB Secure Portal Site

# Attachment 5

## City of Clearwater

### Charting the Course for Youth

### Performance Measurement

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#### Outcome Measure

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2022-10-01 - 2023-09-30

Target Description	Notes
90% of eligible participants will indicate satisfaction in all applicable domains in the program's OST survey.	The survey assesses participant opinions about satisfaction in the program, including in the domains of program engagement, SEL, leadership, academics, STEAM, and healthy decision making. Eligibility is defined as being enrolled in grades 3 or higher, enrolled before January, and active during the administration period (May). The denominator includes all participants who are eligible, while the numerator counts the number of people, out of those eligible, who took the survey. Applicable domains include program engagement, SEL, academics, and STEAM.
95% of participants will miss less than 10% of school days	This will include both excused and unexcused absences from school. Eligibility: Participants who are enrolled between the months of Aug of the prior FY and May who have at least 30 days of programmatic attendance.

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#### Process Measure

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2022-10-01 - 2023-09-30

Target Description	Notes
65% of eligible participants continued in the program for at least two consecutive years.	Eligibility: Any participant who could return to the program. Initially in the program 30 days. Currently in the program 30 days or more. Consecutive years: Served in two fiscal years back to back.
70% of eligible participants will attend 70% of program days or more	Eligibility: Participants who attend the program for at least 30 days

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