

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of August 25, 2016

TO: City Council Chair & Members of City Council

SUBJECT:

A resolution authorizing the Mayor or his designee to execute an Agreement between The Juvenile Welfare Board and City Of St. Petersburg, Florida (OPROV16) TASCO Center Based Teen Programs-OST for a term of one year ("Agreement") that provides for: 1) a partnership between the City of St. Petersburg, Florida ("City") and Juvenile Welfare Board of Pinellas County ("JWB") for \$1,000,000 for youth services in specific areas at a cost of \$500,000 to both the City and JWB, and 2) accepting a grant from JWB in the amount of \$1,397,014 for the Teen Arts, Sports and Cultural Opportunities (TASCO) Center based teen programs; authorizing the Mayor or his designee to execute all other documents necessary to effectuate the agreement; and providing an effective date.

EXPLANATION:

On May 19, 2011 City Council convened as the Committee of the Whole (COW) to consider funding options to expand youth services programs. In addition to administration's overview of the youth services currently provided, the Juvenile Welfare Board of Pinellas County (JWB) suggested there may be an opportunity for them to match dollars that the City might provide to implement programs that assist at-risk youth. However, such matching opportunity would be subject to the approval of the JWB board. City Council also requested that Administration meet with JWB staff to further research viable program enhancement opportunities.

City staff met with JWB staff on Monday, June 6, 2011, to discuss expanding our collaborative efforts in the youth services area. There were four specific youth services program enhancements that were discussed as viable options. JWB staff indicated that, based on the unique demographics of the City of St. Petersburg and the potential positive impact of the four (4) program components, that these initiatives would be consistent with JWB's strategic goals and that there may be an opportunity for the City to receive matching funds from JWB. The four component areas include expansion and/or enhancement for the Pre-Teen Year Round Out of School Time program, the Middle School Year Round Out of School Time program, the Middle School Summer Teen Camp program, and Year Round Teen Employment Opportunities.

The JWB board met on June 9, 2011 and voted unanimously to approve an allocation of up to \$500,000 (annualized) to match funding to be provided by the City up to \$500,000 for these proposed youth service enhancements. The matched partnership between the City and JWB is an ongoing agreement which is renewed annually at the discretion of both parties.

JWB has also awarded a seventeenth year of funding for a grant to the City of St. Petersburg Parks and Recreation Department in the amount of \$1,397,014 to provide Teen Arts, Sports and Cultural Opportunities (TASCO) Center Based Teen Programs which includes the TASCO Summer Teen Camp and the Middle School Before and After School Program. JWB has decided to merge the two programs into one agreement. The funding is for the period from October 1, 2016 to September 30, 2017.

TASCO Summer Teen Camp provides summer teen camp programs at twelve recreation sites: Shore Acres, Gladden Park, Frank Pierce, Lake Vista, Campbell Park, Childs Park, Thomas "Jet"

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Jackson, J.W. Cate, Camp Redbird, Roberts, Walter Fuller and Willis S. Johns. TASCO Summer Teen Camps are 10 weeks long from May 30 until August 4, 2017. St. Petersburg continues to be a leader in providing programming for teens that stimulates and develops youth. Youth completing the sixth grade through ninth grade are eligible to participate in the camps.

TASCO Center Based Teen Programs also provides Middle School Before and After School programs at eleven Recreation Centers: Campbell Park, Childs Park, J.W. Cate, Shore Acres, Thomas "Jet" Jackson, Willis S. Johns, Frank Pierce, Lake Vista, Roberts, Walter Fuller and Gladden. This grant funds 17 full time positions and 49 part-time positions to implement programming. Five core areas designed by the teens for programming include school readiness, parent involvement, leadership development, community service, and powerful and productive adult interaction. Drug, alcohol and tobacco use prevention, building resiliency, and reducing risk-taking behaviors will be the main program focus.

RECOMMENDATION:

Administration recommends this Council adopt the attached resolution authorizing the Mayor or his designee to execute an Agreement between The Juvenile Welfare Board and City Of St. Petersburg, Florida (OPROV16) TASCO Center Based Teen Programs-OST for a term of one year ("Agreement") that provides for: 1) a partnership between the City of St. Petersburg, Florida ("City") and Juvenile Welfare Board of Pinellas County ("JWB") for \$1,000,000 for youth services in specific areas at a cost of \$500,000 to both the City and JWB, and 2) accepting a grant from JWB in the amount of \$1,397,014 for the Teen Arts, Sports and Cultural Opportunities (TASCO) Center based teen programs; authorizing the Mayor or his designee to execute all other documents necessary to effectuate the agreement; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:

The Agreement is contingent on adoption of the City of St. Petersburg FY 17 Budget that includes funding required by the Agreement. Funds will be available in the FY 17 Operating Budget, after its approval by City Council, in the General Fund (0001), Parks and Recreation Department (190), Parks and Recreation Administration Division (1573).

ATTACHMENTS:

Resolution

Approvals:

Legal: 
Legal: 00283211.doc V. 2

Administration: 

Budget: 

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE JUVENILE WELFARE BOARD AND CITY OF ST. PETERSBURG, FLORIDA (OPROV16) TASCOCENTER BASED TEEN PROGRAMS-OST FOR A TERM OF ONE YEAR ("AGREEMENT") THAT PROVIDES FOR: 1) A PARTNERSHIP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND JUVENILE WELFARE BOARD OF PINELLAS COUNTY ("JWB") FOR \$1,000,000 FOR YOUTH SERVICES IN SPECIFIC AREAS AT A COST OF \$500,000 TO BOTH THE CITY AND JWB, AND 2) ACCEPTING A GRANT FROM JWB IN THE AMOUNT OF \$1,397,014 FOR THE TEEN ARTS, SPORTS AND CULTURAL OPPORTUNITIES (TASCOCENTER BASED TEEN PROGRAMS); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg's youth are an important and valuable resource; and

WHEREAS, the City of St. Petersburg, Florida ("City") and Juvenile Welfare Board of Pinellas County ("JWB") have entered into an Agreement between The Juvenile Welfare Board and City of St. Petersburg, Florida (Oprov16) TASCOCenter Based Teen Programs-OST for a term of one year ("Agreement") subject to City Council approval, that provides for: 1) a partnership between the City of St. Petersburg, Florida ("City") and Juvenile Welfare Board of Pinellas County ("JWB") For \$1,000,000 for youth services in specific areas ("Partnership") and 2) accepting a grant from JWB in the amount of \$1,397,014 for the Teen Arts, Sports and Cultural Opportunities (TASCOCenter Based Teen Programs ("Grant");and

WHEREAS, the City and JWB have agreed that JWB will reimburse the City in the amount of \$500,000, for youth services in specific areas, which is half of the costs and expenses of the Partnership; and

WHEREAS, the Grant funds will be used to fund the Teen Arts, Sports and Cultural Opportunities ("TASCOCenter Based Teen Programs); and

WHEREAS, the funds will be available in the FY 17 Operating Budget, after its approval by City Council, in the General Fund (0001), Parks and Recreation Department (190) Parks and Recreation Administration Division (1573); and

WHEREAS, The Agreement is contingent on adoption of the City of St. Petersburg FY 17 Budget that includes funding required by the Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute an Agreement between The Juvenile Welfare Board and City of St. Petersburg, Florida (Oprov16) Tascocenter Based Teen Programs-OST for a term of one year ("Agreement") that provides for: 1) a partnership between the City of St. Petersburg, Florida ("City") and Juvenile Welfare Board of Pinellas County ("JWB") for \$1,000,000 for youth services in specific areas at a cost of \$500,000 to both the City

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and JWB, and 2) accepting a grant from JWB in the amount of \$1,397,014 for the Teen Arts, Sports and Cultural Opportunities (TASCO) Center based teen programs; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all other documents necessary to effectuate the Agreement.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: ASS
Legal: 00282715.doc V. 2

Administration: Shy K McBer

Budget: TR JS

AGREEMENT

Between

THE JUVENILE WELFARE BOARD

and

City of St. Petersburg, Florida (OPROV16)

TASCO Center Based Teen Programs-OST

I. PURPOSE

The Juvenile Welfare Board of Pinellas County, hereinafter referred to as "JWB", and City of St. Petersburg, Florida (OPROV16), hereinafter referred to as "Provider", enter into this mutual Agreement, including all attachments referred to herein, for the period commencing October 1, 2016 and extending through September 30, 2017. 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 staff shall meet qualifications as stated in the approved job descriptions on file at JWB and any approved revisions which are submitted for FY 16-17 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 stated in Section VIII and Special Conditions listed in Attachment 1.

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 \$1,897,014 for TASCO Center Based Teen Programs-OST 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 elect to submit a request for payment either every other week or once a month. Reimbursements shall be made 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 children's 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, 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 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 by certified mail, return receipt requested, or in person with proof of delivery.
5. Provider shall 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 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. 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 the approved budget on file at JWB.
- 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 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 Recover Pinellas. 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 shall reimburse JWB for any amounts received from FEMA and insurance that have previously been funded by JWB. 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 shall not reimburse more than two weeks of accrued leave for terminating employees. JWB shall 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 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 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 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 years. The audit will separately identify JWB revenues, fees and donations, and expenditures by program.

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.

5. Program Monitoring

Provider agrees to submit monitoring, site visit, accreditation and licensing reports supplied by funding, accreditation and licensing entities, as applicable, to JWB upon 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 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 shall adhere to JWB's Data Quality Manual and Financial Guidelines 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 shall notify support@mosaic-network.com for GEMS support and help@jwbpinellas.org for JWB Secure Portal support. Provider shall notify the JWB Contract Manager and complete the designated form within two (2) business days whenever a Provider staff person's access must be inactivated due to the reasons outlined in JWB's Data Quality Manual. 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, Training, and Financial Review

Within thirty (30) calendar days of approval or a change of Board composition, Provider shall submit to JWB an updated list of Board Members to include the address and place of employment of the Board Chair.

Submission of Provider policies and procedures regarding Board review of Provider finances shall be required within thirty (30) calendar days of this Agreement and upon revision and approval by the Provider's Board.

Training of new board members 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 that are governmental entities, higher education institutions, and hospitals are exempt from this policy.

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 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 the JWB Board 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 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 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 and Provider will be notified by JWB when this occurs.

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 the approved budget on file at JWB, 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 shall 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. Once executed, this signed statement does not require subsequent renewal.

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. 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. In accordance with JWB Breach Procedures, 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. In accordance with JWB Breach Procedures, 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.

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
communications@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 maintain 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 from a person responsible for the care of the child.

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

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 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.

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.

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, 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. In the event of a participant death please contact by phone the JWB Chief Operating Officer within three (3) hours of knowledge of the incident.

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.

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 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 or waiver process.

19. Attendance

Provider is 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.

20. Link to JWB's Websites

Provider website shall include links to the JWB website (www.jwbpinellas.org) and include the JWB logo.

21. Drug-Free Workplace

The Provider shall have and enforce a Drug and Alcohol Free Workplace Policy.

22. 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.

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 and which are incorporated into this Agreement in their entirety. Said policies include, but are not limited to, all Board policies, funding policies, Financial Guidelines for Funded Programs, JWB Breach Procedures, research policies, 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. 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
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Sexual Abuse and Molestation:

Each occurrence	\$1,000,000
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Automobile (to include owned, hired and non-owned autos):

Bodily Injury and Property damage	\$500,000
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<u>Directors and Officers Liability</u> <u>with Employment Practices Liability Insurance:</u>	\$1,000,000
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Workers Compensation	\$500,000
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Recommended, but not presently required coverage:

Cyber Liability

\$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 shall 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.

25. 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 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, 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.

26. Certification that Provider is legally able to contract with JWB

In compliance with F.S. 287.135, for contracts of \$1 million or more, a Provider is ineligible to and may not enter into a contract with JWB if the Provider is (a) on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; (b) 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, (c) 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.

IX. SIGNATURES

Executive Director: Juvenile Welfare Board
of Pinellas County

Dr. Marcie A. Biddleman

Date

Authorized Representative, Provider

Gary Cornwell

Please Print or Type Name

Date

Attest: _____
Chandra Srinivasa, City Clerk

Approved as to Content and Form:

City Attorney (Designee)

By: _____
Assistant City Attorney

Legal: 00283205.doc V. 2

Attachment 1

Special Conditions of the Agreement

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

--- TASCOCenter Based Teen Programs-OST

PROGSC44-JWB may report performance information such as, but not limited to: State Standardized Testing, 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.

PROGSC45-The second sentence in Section V. Method of Payment that reads as follows: "The Provider shall elect to submit a request for payment either every other week or once a month." is amended to read: "The Provider shall submit a request for payment on at least a quarterly basis."

PROGSC48-The Provider shall maintain and submit documentation to JWB as evidence that JWB funding does not supplant City of St. Petersburg funding.

PROGSC157-General Condition # 11-Confidential Information- The second paragraph of this section that reads, "Provider shall 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. Once executed, this signed statement does not require subsequent renewal." is waived.

PROGSC182- Data Quality Manual Exception-"Collection of Social Security Numbers"(SSN) is waived.

The following condition(s) applies to the following Agency (OPROV16):

--- City of St Petersburg

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

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

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

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

PROVSC18-General Condition #24 - Insurance, Public Liability, Bodily Injury, and Property Damage are waived.

PROVSC25-General Condition #25 - 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."

PROVSC154-General Condition # 8- Publicizing of JWB Support- Endorsements is waived.

PROVSC167-General Condition#11- Confidential Information- The third and fourth sentences of the fourth paragraph are replaced with: "JWB shall not be responsible for any damages caused by the Provider's improper disclosure of any confidential information as defined by law including, but not limited to personally identifiable information (PII) and protected health information (PHI) as required under HIPPA, HITECH and FIPA regulations or other information that is confidential and/or exempt from disclosure per F.S. 119."

THIS AGREEMENT is contingent on adoption of the City of St. Petersburg FY 17 Budget that includes funding required by this Agreement.

Attachment 2
City of St. Petersburg, Florida (OPROV16)
TASCO Center Based Teen Programs-OST (OPROG31)
Performance Measurements & Service Levels
FY 2016-2017

Participant Level Performance Measurements

All 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 OPROG31

Target(Measurable): Number of community engagement events

Target Definition Id	TRGT1142
Short Target Title	Number of community engagement events
Target Text	Each site will participate or coordinate an average of 12 community engagement events.
Target Type	Service Based Target
Projected Value	132
Projected Start Date	10/01/2016
Projected End Date	09/30/2017
Notes	

Target(Measurable): Academic Goals

Target Definition Id	TRGT1315
Short Target Title	Academic Goals
Target Text	Percent of students who achieve 50% or more of their academic goals established at intake. (Baseline)
Target Type	R&R (Surveys and Tools) Based Target
Projected Value	
Projected Start Date	10/01/2016
Projected End Date	09/30/2017
Notes	(Baseline)

Target(Measurable): Annual participation - child

Target Definition Id	TRGT1211
Short Target Title	Annual participation - child
Target Text	The percent of participants who continue in the afterschool program for more than one year
Target Type	R&R (Surveys and Tools) Based Target
Projected Value	50

Projected Start Date	10/01/2016
Projected End Date	09/30/2017
Notes	

Target(Measurable): Individual children receiving OST Survey

Target Definition Id	TRGT1304
Short Target Title	Individual children receiving OST Survey
Target Text	90% of currently enrolled OST participants will be given the OST survey during the administration windows (Oct 2016 and May 2017).
Target Type	R&R (Surveys and Tools) Based Target
Projected Value	316
Projected Start Date	10/01/2016
Projected End Date	09/30/2017
Notes	The provider will capture information with the JWB database survey.

Target(Measurable): Percent of days attended

Target Definition Id	TRGT1360
Short Target Title	Percent of days attended
Target Text	The OST program will have 70% of the youth attend 70% of the program days.
Target Type	Milestone Based Target
Projected Value	70
Projected Start Date	10/01/2016
Projected End Date	09/30/2017
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 OPROG31

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	Participants are eligible Countywide	Participants are eligible who reside in the following zip codes or the following geographical areas (list all zip codes of the target area or describe the geographical area)
TASCO Center Based Teen Programs-OST	X	

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Attachment 5

FY 2016-2017 Accounts Payable Schedule		
Pay#	Submission Due Date	Reimbursement Date
1	09/30/16	10/07/16
2	10/14/16	10/21/16
3	10/28/16	11/04/16
4	11/11/16	11/18/16
5	11/25/16	12/02/16
6	12/09/17	12/16/16
7	12/23/16	12/30/16
8	01/06/17	01/13/17
9	01/20/17	01/27/17
10	02/03/17	02/10/17
11	02/17/17	02/24/17
12	03/03/17	03/10/17
13	03/17/17	03/24/17
14	03/31/17	04/07/17
15	04/14/17	04/21/17
17	04/28/17	05/05/17
17	05/12/17	05/19/17
18	05/26/17	06/02/17
19	06/09/17	06/16/17
20	06/23/17	06/30/17
21	07/07/17	07/14/17
22	07/21/17	07/28/17
23	08/04/17	08/11/17
24	08/18/17	08/25/17
25	09/01/17	09/08/17
26	09/15/17	09/22/17
27	09/29/17	10/05/17(<i>September business</i>)
28	10/13/17	10/19/17(<i>September business</i>)

Attachment 6 Document Submittal Chart

Provider Document	Time Frame	Submit To
COOP-Waived	Within thirty (30) days of effective date of agreement	Agency Specific JWB Secure Portal Site
Most Recent Audit-Waived	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
Monitoring, Site Visit, Accreditation and Licensing Reports	Upon receipt	Agency Specific JWB Secure Portal Site
Board Member List-Waived	Within thirty (30) calendar days of approval or a change of Board composition	Agency Specific JWB Secure Portal Site
Policy and procedure regarding Board review of Provider finances-Waived	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
Board Approved Merit Compensation Plan (Board minutes showing approval)-Waived	If applicable, then prior to budget submission or subsequent amendment	Agency Specific JWB Secure Portal Site
Board Training (Outline of topics, members in attendance and who provided training)-Waived	For new board members, prior to issuance of subsequent year's contract or August 1 st of current fiscal year, whichever occurs first	Agency Specific JWB Secure Portal Site
Incident Reports	Within one (1) business day of occurrence	IRreviewteam@jwbpinellas.org
Liability Insurance Documentation-Waived	Throughout the period of the agreement.	Agency Specific JWB Secure Portal Site
User Access	Notify the JWB Contract Manager and complete the designated form within two (2) business days when a staff person's access must be inactivated	JWB Contract Manager