

# AGREEMENT

Between

THE JUVENILE WELFARE BOARD OF PINELLAS COUNTY

And

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## **I. PURPOSE**

The Juvenile Welfare Board of Pinellas County, hereinafter referred to as "JWB", and \_\_\_\_\_ hereinafter referred to as "Recipient", enter into this mutual Agreement, including all attachments referred to herein, for the period commencing \_\_\_\_\_ and extending through September 30, 2018. 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**

Recipient 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 Recipient. Recipient will ensure that assigned individuals meet the qualifications necessary to successfully complete the assignment; any change in assignment of work must be with prior written approval of JWB.

## **III. GOODS AND/OR SERVICES**

Recipient agrees to purchase goods and/or services, as defined in Attachment 2, pursuant to the General Conditions stated in section XIII and any special conditions as stated in Attachment 1 of this Agreement.

## **IV. FUNDS**

JWB agrees to reimburse the recipient up to \$ \_\_\_\_\_ for the goods and/or services as identified in Attachment 2.

## **V. METHOD OF PAYMENT**

1. Recipient shall submit invoices for payment within thirty (30) days of payment by the Recipient. Invoices shall be submitted timely and only for allowable costs per this Agreement. All goods and/or services must be purchased, paid, and received/delivered prior to invoicing JWB and prior to the expiration of this Agreement. Invoices must be accompanied by the appropriate documentation as prescribed by JWB. Receipts must be retained by the Recipient and submitted with the original invoice, proper approval and backup documentation. Documentation will be reviewed and approved by JWB prior to reimbursement. The final invoice must be received by JWB no later than fifteen (15) days after this Agreement expires.

2. Payment shall be made in arrears for allowable expenses within forty-five (45) days of receipt of Recipient's proper invoice, as provided in Florida Statutes Chapter 218 Part VII.
3. To be deemed proper, all invoices must contain: (a) name and address of the Recipient; (b) invoice date; (c) an accurate description of goods and/or services delivered; (d) the correct quantity, unit price and total cost of goods and services delivered; (e) purchase order number and any discounts, when applicable; and (f) address to which payment should be mailed.

## **VI. TERMINATION**

1. 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 Recipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
2. 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.
3. 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.
4. Recipient may terminate this Agreement for any reason whatsoever upon thirty (30) days written notice to JWB delivered in person, by facsimile or by US mail, return receipt requested.
5. Recipient shall only be compensated for goods and/or services permitted by this Agreement that are received by Recipient prior to the termination date.
6. The above provisions shall not limit JWB's right to remedies at law or to damages, nor shall it limit JWB's right to return of funds for any overpayment or costs not allowed even if such overpayment or disallowance is discovered after this Agreement is terminated.

## **VII. COMMENCEMENT OF PAYMENT**

Unless specifically authorized by JWB, payment shall not be made for goods and/or services 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 Recipient 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 Recipient.

### **2. 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.

### **3. Fiscal Responsibility**

- a. Recipient 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. Recipient 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. Recipient 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.

### **4. Communications**

- a. The Recipient shall direct all communication and work products to: \_\_\_\_\_, 14155 58<sup>th</sup> St. N., Suite 100; Clearwater, FL 33760, telephone 727-453-\_\_\_\_\_, email \_\_\_\_\_.
- b. Invoice Submission: If submitted electronically, please email to \_\_\_\_\_@jwbpinellas.org and copy Finance ([FinanceInvoices@jwbpinellas.org](mailto:FinanceInvoices@jwbpinellas.org)). If mailed, please send to Attn: \_\_\_\_\_.
- c. JWB will direct all communication to \_\_\_\_\_, \_\_\_\_\_, telephone \_\_\_\_\_, email \_\_\_\_\_.
- d. Either party may change its address or other contact information by giving the other party prior written notice of the new address or other contact information and date upon which such change will become effective.

### **5. JWB Policies and Procedures**

Recipient 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, 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 Recipient and it is the responsibility of the Recipient to be in compliance with all policies and procedures at all times.

### **6. Procurement and Conflict of Interest**

Recipient must comply with their written procurement policies and procedures, and all applicable State and local laws and regulations. Procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Recipient shall not allow organizational conflicts of interest as well as non-competitive practices among Recipients

that may restrict or eliminate competition or otherwise restrain trade.

## **7. Monitoring**

Recipient agrees to cooperate in on-site review (including, but not limited to, access to sites, staff, financial records, logs, and the provision of related information.). Recipient agrees that supporting documentation for purchases listed in Attachment 2 shall be subject at all times to inspection, review, or audit by JWB personnel or its duly authorized agent.

## **8. Publicizing of JWB Support-Endorsements**

JWB reserves the right to film, promote, and advertise purchases made. Recipient agrees, upon request, to prominently display the JWB logo and/or branded signage, to be provided by JWB, as appropriate. Additionally, Recipient agrees to collaborate with the JWB communications team to celebrate milestones as they relate to the projects funded by this award. JWB's logo may not be used without written approval from JWB.

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

Recipient website shall include link to the JWB website ([www.jwbpinellas.org](http://www.jwbpinellas.org)) and include the JWB logo.

## **10. 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.

## **11. Assignments and Subcontracts**

Recipient shall not assign this Agreement or delegate any of its duties and obligations hereunder to another party, and is prohibited from subcontracting for any of the work contemplated under this Agreement without prior written approval of JWB. No such approval by JWB of any assignment or subcontract shall cause JWB to incur any additional financial obligations with respect to the Services beyond 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. In the event that the Recipient is merged or acquired, the acquiring entity shall honor all of the terms of the existing Agreement.

## **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.

**IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JWB, BY PHONE AT 727-453-5677, BY EMAIL AT [COMMUNICATIONS@JWBPINELLAS.ORG](mailto:COMMUNICATIONS@JWBPINELLAS.ORG), OR BY MAIL AT 14155 58<sup>TH</sup> STREET NORTH, #100; CLEARWATER, FL 33760.**

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

- (1) Keep and maintain public records required by JWB to perform the service.
- (2) 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.
- (3) 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 recipient does not transfer the records to the public agency.
- (4) Upon completion of the contract, transfer, at no cost, to JWB all public records in possession of Recipient or keep and maintain public records required by JWB to perform the service. If the Recipient transfers all public records to JWB upon completion of the contract, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintain public records upon completion of the contract, the Recipient 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, Recipients 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 recipient under contract with JWB is exempt from disclosure (125.901(11)). There are many other exemptions in the law that Recipient should be cognizant exist. However, for all Recipients, any and all contracts between JWB and Recipient, program methodology, budgets, requests for reimbursements, emails, other written correspondence and any other documents exchanged between the Recipient 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. Recipients 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, Recipient 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 Recipient 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 Recipient will work together to respond to any such request. This provision shall survive termination of this Agreement.

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

Recipient 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 Recipient fail to return said funds, Recipient 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**

Recipient 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.

### **15. Nondiscrimination**

Recipients receiving funding from JWB shall not discriminate against an employee, volunteer, or participant of the Recipients 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, Recipient 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.

### **16. Drug-Free Workplace**

The Recipient 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.

### **17. Insurance, Public Liability, Bodily Injury, and Property Damage**

The Recipient will procure, pay for, and maintain, throughout the period of this Agreement, on behalf of the Recipient 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.

Worker's Compensation, as required by Florida Law

**General Liability**

Each occurrence \$1,000,000

JWB must be listed as an additional insured for the operations of the Recipient on all coverage except Workers Compensation. The Recipient shall submit to JWB a certificate of insurance which describes the insurance maintained by the Recipient throughout the term of this Agreement. Recipient 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.

**18. Indemnification**

Recipient 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 Recipient, its agents, employees, or subcontractors, arising out of or relating to its performance of this Agreement or for Recipient'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 Recipient 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.

**19. Confidential Information**

Recipient must follow all laws regarding confidentiality of information including, but not limited to, HIPAA. Recipient shall not use or disclose any information which specifically identifies a subject, respondent, or any individual providing confidential information for this project under this Agreement and for any purpose not in conformity with federal, state, or local law and related regulations.

In the event of an improper disclosure of participant information by Recipient, Recipient shall inform JWB of the improper disclosure and extent thereof within 2 business days of becoming aware of the improper disclosure. Recipient shall cooperate fully with JWB and take all necessary steps to correct and remedy any damage caused by the Recipient's improper disclosure and to prevent future improper disclosure. Recipient 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. Recipient will 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.

**20. Background Checks**

Recipient staff (including employees, independent contractors and staff of subcontractors) and volunteers 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 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 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 Recipient'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 Recipient not be statutorily authorized to receive a national Level 2 background check in accordance with F.S. 435, the Recipient 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.

**21. Recipient and Program Data Maintained In 2-1-1 Database**

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

**IX. SIGNATURES**

\_\_\_\_\_  
Dr. Marcie A. Biddleman  
Executive Director,  
Juvenile Welfare Board of Pinellas County

\_\_\_\_\_  
Authorized signor  
Title  
Agency Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## ATTACHMENT 1 - SPECIAL CONDITIONS

1. Construction work must be performed by a licensed and insured contractor and in conformance with all laws, rules, and regulations including, but not limited to, obtaining required bonds or permits, as applicable.
2. Recipient must inspect all items received to ensure compliance with the specifications and that they are in good working order. JWB funds will not be used for any cost related to rework, repair, or revision of items purchased that do not conform to specifications.

SAMPLE

**ATTACHMENT 2 – STATEMENT OF WORK**

The Recipient is approved to purchase the following goods and/or services as identified in the application submitted in response to the Non-Operating and Capital Project RFA and as approved by JWB.

<b><u>Goods and/or Services Approved for Purchase</u></b>	<b><u>Maximum JWB Reimbursement</u></b>

SAMPLE