



JWB FINANCE COMMITTEE MEETING

**Wednesday, April 24, 2019
1:30 PM**

**Juvenile Welfare Board
14155 58th Street North
Clearwater, FL 33760**

MINUTES

CALL TO ORDER

JWB STAFF PRESENT: Marcie Biddleman, Lynda Leedy, Judith Warren, Brian Jaruszewski, Jennifer Artiaga, Karen Boggess, Anne Crawford, Cheryl Miller, Felicia Pizana, Diana Carro, Lori Lewis, Lynn De La Torre, Yaridis Garcia, Jeanine Evoli, Pam Needham, Lorraine Hayes, Joyce Sparrow

MEETING WAS CALLED TO ORDER BY MR. BERNIE MCCABE AT 1:32 PM.

Attendee Name	Title	Status
Brian Aungst	Board Chair	Present
Bob Dillinger	Public Defender – Finance Committee Member	Present
Bernie McCabe	State Attorney - Finance Committee Chair	Present
Michael Mikurak	Finance Committee Member	Absent
Rick Butler	Finance Committee Member	Absent
Susan Rolston	Finance Committee Member	Present

I. ACTION

A. Family Services Initiative (FSI) Utilization Management Staffing

Mr. Brian Jaruszewski, Chief Financial Officer, stated the contract with JWB and Central Florida Behavioral Health Network will be terminated effective end of June. As a result of this termination, JWB will need to source a new data system to facilitate the approval workflow for FSI incidental requests. The Board approved an award to WellSky to facilitate the new data system at the April 11, 2019 regular Board meeting.

In addition to the new data system, JWB needs to request re-staffing of two utilization management positions. This reallocation is budget neutral and will not impact the JWB administrative rate.

ACTION: Mr. Bob Dillinger made a motion to recommend, Mrs. Susan Rolston seconded. The recommendation is for the Board to approve the FSI Utilization Management Staffing at the May meeting. The motion passed unanimously.

B. Reduction of Surplus Inventory

Mr. Bernie McCabe opened the topic of the reduction of surplus inventory. Mr. McCabe invited fellow Finance Committee members to raise any questions or concerns. No questions or concerns were mentioned.

ACTION: Mr. Dillinger made a motion to recommend, Mrs. Susan Rolston seconded. The recommendation is for the Board to approve the reduction of surplus inventory. The motion passed unanimously.

C. UNITE Pinellas Contract Amendment

Mr. Jaruszewski introduced the UNITE Pinellas Contract Amendment. A spreadsheet was provided in order to answer questions regarding dollar amounts in the contract. Mr. Jaruszewski invited members of the Finance Committee to ask questions.

Mr. McCabe mentioned his concern with not knowing what the product is going to be for the second year. Dr. Biddleman stated this will be answered at an upcoming meeting. Mr. McCabe stated he is hesitant to approve funding for UNITE Pinellas prior to receiving additional information.

Mr. Dillinger stated his concern with the age and accuracy of the data reflected in the report. Most of the numbers were based on data from 2012 through 2016. Mr. Dillinger also stated the same conclusions about diversity could have been made without spending this money on a study. The important task is to decide what JWB and UNITE Pinellas are going to do in order to address the diversity issues shown in the study.

Mr. McCabe stated he is concerned with the amount of money allocated for the Chief Executive Officer's salary, especially with UNITE Pinellas being a start-up organization.

Dr. Biddleman stated it would be best not to decide on this topic today, but to wait until she can provide more information.

Mrs. Rolston stated it is important to determine what is going to be done with the data collected. She would like to see evidence of implementation of projects as a result of what was shared. Mrs. Rolston also echoed Mr. McCabe's concerns with the salary budget.

Dr. Marcie Biddleman stated there is an equity center being built in downtown St. Petersburg and UNITE Pinellas will be housed there.

Mr. McCabe stated the report was good in that it confirmed what is widely believed about diversity in Pinellas County.

ACTION: Mr. Dillinger made a motion to table any action on the UNITE Pinellas contract amendment, Mrs. Rolston seconded. The motion to table the item was passed unanimously.

II. DISCUSSION

A. FY20 Budget Calendar and Funding Parameters

Mr. Jaruszewski announced that preliminary property values will be available for the June 25, 2019 Finance Committee meeting. The FY20 budget calendar is currently set. TRIM hearings will be held in September; the exact dates have not yet been determined.

Mr. Jaruszewski described the outlined bullets in the five-year forecast.

Mr. McCabe invited questions from the Finance Committee. No one had any questions.

B. Program Monitoring Updates

Mr. McCabe stated that most agencies are doing well, two are not. Mr. Jaruszewski described the findings from the Agency Watch List provided to the Finance Committee.

The areas of concern are divided into two groups: Program Concerns and Agency Concerns. Some agencies have successful programs, but not doing well as a whole. Some agencies are doing well, but they just have a program requiring technical assistance.

Mr. McCabe inquired about the pending litigation for Directions for Living. Mr. Dillinger answered it is due to the death of a child.

Mr. McCabe asked why the James B. Sanderlin Neighborhood Family Center had a concern in their audit. Mr. Jaruszewski stated it was due to end of year period closing procedures and controls, and he expected the finding for the second year in

a row due to a difficult year. The concern was also due to an additional mortgage that was not reported.

Dr. Biddleman stated the reasoning behind creating the Agency Watch List is to keep the Board informed of any potential issues before they escalate.

Mrs. Rolston stated that agencies on the watch list should not be eligible for the proposed three percent program increase. She stated the importance of the Board being kept updated. Mrs. Rolston would like for the Board to be informed of audit findings or any other issues when they are first discovered.

Mr. Dillinger shared the countywide issue of food insecurity among youth. There is a concern with middle and high school students not getting enough food. The amount of food insecurity in Pinellas County is greater than what most people believe to be true. Ms. Lynda Leedy, Chief Administrative Officer, mentioned there are high schools that set up food banks in cooperation with Kohl's and Feeding Tampa Bay.

III. OPEN AGENDA

The Juvenile Welfare Board Finance Committee welcomes input from the public. Public Presentation Procedures are available to assist with addressing the Board. Requests for special funding are not appropriate during the Open Agenda.

IV. ADJOURN

The meeting was adjourned at 1:58 PM.

Attachments: JWB Financial Oversight List
UNITE Pinellas Three-Year Budget

JWB Financial Oversight List – 3/21/2019

Agency Level

Directions for Living

- Negative history of change in net assets -3 of 4 prior fiscal years resulted in a net operating loss for the agency.
- Possible pending litigation

Sanderlin NFC

- History of audit findings (material adjustments required for financial statements)
- Prior year compliance finding – activities not allowed for a 501 (c)(3)
- Current liabilities exceed current assets.
- Balance due to JWB of \$30,000

GRAYDI NFC

- History of audit findings (material adjustments required for financial statements)
- Annual operating loss for FY18
- Current financial position (\$829 in net assets)
- Staffing / turnover frequency

CASA

- Negative history of change in net assets – 3 of 4 prior fiscal years resulted in a net operating loss for the agency.
- Finance / Operations inconsistencies. Turnover in CFO position.
- Disallowed costs from FY18 of \$12,000

JWB Financial Oversight List – 4/24/2019

Agency Level

RCS

- Senior staff recent turnover, including Executive Director
- Lapse history in excess of 10%
- Loss of VOCA funding (recently recovered)
- Pending litigation.
- Program monitoring concerns with HR files and non-notice of key staff separations

Boys and Girls Club

- Agency financial performance history (net loss).
- Recent staff turnover (CFO / COO)
- Administrative cost structure concerns
- Fundraising concerns

Bethel – Truancy Intervention Program

- Current financial position (negative net assets)
- History of operating performance (3 consecutive years of net loss)

PARC

- Shared / split costs between programs not identifiable.
- CFO turnover rate
- Questioned use of capital funds.
- Excessive utilization of overtime in programs
- Excessive on-call costs

Unite Pinellas 3-year Budget

Funding	3-Year		
	FY18	FY19	Total
Foundation for a Healthy St. Pete	125,000	125,000	375,000
JWB	75,000	100,000	300,000
United Way	25,000	25,000	75,000
Total Funding	225,000	250,000	750,000

Expenses

UNITE Pinellas CEO Salary	120,000	150,000	150,000	420,000
UNITE Pinellas CEO Benefits	23,133	23,133	23,133	69,399
UNITE Pinellas Project Costs	81,867	76,867	101,867	260,601
Total Expenses	225,000	250,000	275,000	750,000

**Memorandum of Understanding
Foundation for a Healthy Saint Pete, Juvenile Welfare Board and
United Way Suncoast**

**On behalf of
Unite Pinellas Collective
January 1 – December 31, 2018**

This Memorandum of Understanding (hereafter referred to as "MOU") between the United Way of Suncoast (hereafter referred to as "UWS"), Foundation for a Healthy St. Pete, Inc. (hereafter referred to as "Foundation") and Juvenile Welfare Board (hereafter referred to as "JWB") outlines an agreement pertaining to each organization's role in providing support to the Unite Pinellas Collective.

Overview of Project

Unite Pinellas envisions a multi-sector (government, community, business, corporate, neighborhood) and multivariate approach to include education, health, employment, transportation, housing, built environments, jobs, environment, mental health, and food deserts. This group of leaders will commit resources and champion new architectures within our systems to support this transformation over time. The ultimate goal of Unite Pinellas is that all citizens within Pinellas County will equitably flourish, neighborhood by neighborhood. We will become the best County in the Southeast for all residents to live, work, and play because of equal opportunities for high quality life-long learning, employment income at livable wages and beyond, and healthy nutrition and access to exceptional health care.

A strong belief and principle of this group is that it will work at the leadership level but insist upon resident input through various systems along the way. The leadership group is working to hone aspirations that begin to move us toward the vision of an equitable Pinellas County. After meeting for over a year and half, Unite Pinellas is ready to hire a professional staff person to support the work of the collective, which is the reason for this MOU.

Under the terms of this MOU, all three organizations will contribute funds to support the inaugural Executive Director position and ongoing development of the collective's work. UWS will provide an administrative home for the position and the Foundation will provide a physical home.

Each organization agrees to provide financial support in the amounts listed below for the time period of (January 1 – June 30, 2018), agrees to provide leadership to serve as a member of the Collective's Operating Council and agrees to the additional specific responsibilities listed below:

Organization	Financial Commitment
Foundation for a Healthy St. Pete	\$125,000
Juvenile Welfare Board	\$100,000
United Way Suncoast	\$25,000

Memorandum of Understanding

Foundation for a Healthy St. Pete, Juvenile Welfare Board and United Way Suncoast for Unite Pinellas

November 2017

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Responsibilities of the Foundation

The Foundation agrees to:

- A. Provide leadership to serve as Co-Chair of the collective until alternate leadership is chosen.
- B. Provide organizational support through providing office space and furniture, office technology and communications, and day-to-day management support.

Responsibilities of UWS

United Way agrees to:

- A. Provide leadership to serve as Co-Chair of the collective until alternate leadership is chosen.
- B. Provide fiscal oversight through the CEO and VP of Finance, which includes maintaining current budget information for the initiative, receiving revenues on behalf of Unite Pinellas, paying approved expenses on behalf of Unite Pinellas, coordinating audits, and the like.
- C. Provide Human resources support which will require the Executive Director to receive regular communications through a secure United Way Suncoast email account, and will include the provision of benefits and health insurance and required regulatory compliance practices (i.e. safety protocols). Other activities, including recruiting, compensation determination, and performance management are the responsibility of the Unite Pinellas Collective (and must meet minimum State and Federal thresholds as well as those assigned by UWS's Preferred Employer Organization).

Reporting and Communications

The UWS CEO, Foundation CEO and JWB CEO will communicate with each other at least monthly by phone, email, or in-person on their respective responsibilities. The Co-Chairs will be responsible for communications with the Collective Leadership Council and will share responsibility for hosting and conducting Unite Pinellas meetings.

Insurance and Indemnification

All parties agree to indemnify, defend and hold harmless each other's officers, trustees, employees, representatives, and agents, from any and all claims, causes of action, costs, expenses, injuries, liabilities, attorneys' fees and costs, losses and damages of every kind and description resulting from or arising out of the performance of this Agreement by each other's employees, agents or subcontractors. All parties agree to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope their employment and agrees to be liable for any damages resulting from said negligence.

Intellectual Property and Credit

All materials generated by Unite Pinellas can be freely used by all parties in this MOU, and all of the members of the Collective.

Alteration

Either party may initiate alteration of the agreement by submitting changes in writing to the primary contact from the other party. Alterations must be agreed to by both parties to be added to an amended MOU.

Memorandum of Understanding

Foundation for a Healthy St. Pete, Juvenile Welfare Board and United Way Suncoast for Unite Pinellas

November 2017

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Termination

This MOU will be in effect beginning on the date of execution by the signatories until December 31, 2018. Each party has the right to terminate the MOD at any time and for any reason, with 30-days' notice. It is expected, though, that prior to a decision to terminate, all parties will discuss whether termination can be avoided.

Primary Contacts

To ensure that the work under this agreement is carried out efficiently, the parties designate Randy Russell for the Foundation, Marcie Biddleman for JWB and Suzanne McCormick for UWS primary contacts for the work that will be carried out under this Memorandum.



Marcie Biddleman

Juvenile Welfare Board

5/9/18

Date

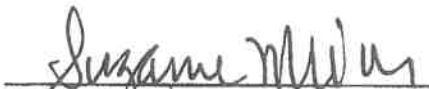


Randy Russell

Foundation for a Healthy St. Pete

4/27/18

Date



Suzanne McCormick

United Way Suncoast

5/9/18

Date

AGREEMENT
Between
THE JUVENILE WELFARE BOARD OF PINELLAS COUNTY
And
UNITED WAY SUNCOAST, INC.

The Juvenile Welfare Board of Pinellas County, hereinafter referred to as "JWB" and United Way Suncoast, hereinafter referred to as "UWS," enter into this mutual Agreement, including all Attachments referred to herein, for the period commencing January 1, 2018, and ending September 30, 2019 in order to jointly fund an Executive Director position for Unite Pinellas.

WITNESSETH:

WHEREAS, Unite Pinellas was formed after JWB's Children's Summit in December 2015. The Summit showcased, among other things, Alignment Nashville (social organizations within Nashville aligned to delivery services more effectively);

WHEREAS, Unite Pinellas's mission is to unite Pinellas County leadership in an unprecedented manner in order to diminish the economic and racial divide in Pinellas County;

WHEREAS, Unite Pinellas envisions a multi-sector (government, community, corporate, faith), multivariate approach to include education, health, employment, transportation, housing, built environments, jobs, environment, mental health, and nutritional food access and equity;

WHEREAS, after meeting for over a year and a half, Unite Pinellas desires to hire an Executive Director to develop and implement Unite Pinellas' initiatives;

NOW, THEREFORE, and in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

1. PURPOSE

That JWB and UWS enter into an Agreement to jointly fund an Executive Director position that will support and implement Unite Pinellas' initiatives which will benefit Pinellas County.

2. TERM

The term of this Agreement shall begin January 1, 2018 and expire on September 30, 2019.

3. JOINT RESPONSIBILITIES

- a. Agree to the responsibilities and conditions as detailed in this Agreement, pursuant to the General Conditions stated in Attachment 1.
- b. Jointly and equally fund the salary and fringe benefits of an Executive Director for Unite Pinellas, effective January 1, 2018, through and including September 30, 2019.
- c. Assist Unite Pinellas in the hiring of the Executive Director using the Job Description in Attachment 2.

4. UWS RESPONSIBILITIES

Unite Pinellas Executive Director Agreement 01.01.18-09.30.19

- a. The Executive Director of Unite Pinellas shall be an at-will employee of UWS and is subject to the human resources policies and procedures of UWS. UWS shall solely provide the day to day supervision and control of the Executive Director and JWB has no responsibility whatsoever for the supervision or control of the Unite Pinellas Executive Director and is not a joint employer.
- b. UWS will be the fiscal agent for Unite Pinellas and Unite Pinellas must follow all fiscal policies of UWS. UWS will be responsible for preparing quarterly and annual fiscal reports in a timely manner as required by Unite Pinellas.
- c. Office space, office supplies and equipment, travel, technology, and other related expenses for the Executive Director shall be provided or coordinated by UWS at the sole expense of UWS.

5. COMPENSATION


- a. JWB agrees to reimburse UWS for fifty percent (50%) of the Executive Director position's salary and fringe benefits in an amount not to exceed \$125,000 for the entire contract term in accordance with the budget in Attachment 3.
- b. UWS shall invoice JWB monthly for its portion of the Executive Director's salary and fringe benefits in accordance with the budget in Attachment 3.
- c. Invoices shall be submitted timely and only for allowable services and amounts per this Agreement. JWB will not be responsible for and will not make any payments for any period of time during this contract term that the United Pinellas Executive Director position is vacant. JWB will only fund its portion of the Executive Director position for any time that it is filled and any amounts will be prorated. Invoices shall be submitted timely and only for allowable costs per this Agreement. Invoices must be accompanied by the payroll register for the Executive Director and/or any other appropriate documentation as prescribed by JWB including, but not limited to proof of costs of fringe benefits, insurance retirement benefits, taxes, etc. The final invoice must be received by JWB no later than twenty-one (21) days after this Agreement expires.
- d. JWB shall reimburse UWS for allowable expenses within forty-five (45) days of receipt of Contractor's proper invoice, as provided in Florida Statutes Chapter 218 Part VII.
- e. To be deemed proper, all invoices must contain: (a) name and address of UWS; (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.

6. TERMINATION

- a. 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.
- b. 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 Contractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- c. 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

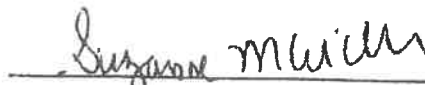
- of notice beyond the minimum time herein stated.
- d. In addition to the rights as set forth in paragraph 6.b above, this Agreement may be terminated by JWB for any reason whatsoever upon twenty-four (24) hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 - e. UWS 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.
 - f. UWS shall only be compensated for services performed prior to the termination date.
 - g. The above provisions shall not limit JWB's right to remedies at law or to damages.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this 8th day of May, 2018.


Dr. Marcie A. Biddleman,
Chief Executive Officer,
Juvenile Welfare Board of Pinellas County

5/9/18

Date


Suzanne McCormick
President and CEO
United Way Suncoast, Inc.

5/9/18

Date

**Attachment 1
General Conditions**

1. AMENDMENTS

This Agreement and its attachments constitute the contractual relationship between UWS and JWB. No amendment to this Agreement or its attachments may be made without the prior written approval of JWB and UWS.

2. WAIVER

Both parties reserve the right to waive requirements of this Agreement where warranted by special circumstances. Any waiver shall be in writing and signed by both parties.

3. COMMUNICATIONS

- a. UWS shall direct all communication to Lynda Leedy, JWB Chief Administrative Officer, 14155 58th Street North, Suite 100, Clearwater, FL 33760, telephone 727-453-5635, lleedy@jwbpinellas.org.
- b. Invoice Submission: If submitted electronically, please email to Lynda Leedy and Finance (FinanceInvoices@jwbpinellas.org). If mailed, please send to Attn: Lynda Leedy.
- c. JWB will direct all communication related to program to Suzanne McCormick, President and CEO, 5201 W. Kennedy Blvd., Suite 600, Tampa, FL, 33609, telephone 813-274-0907, smccormick@uwsuncoast.org.
- d. JWB will direct all communication related to finance to Mindy Forey, VP of Finance, 5201 W. Kennedy Blvd., Suite 600, Tampa, FL, 33609, telephone 813-274-0912, mforey@uwsuncoast.org.
- e. 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.

4. ASSIGNMENTS

- a. Neither UWS nor JWB shall assign the responsibility of this Agreement to another party without prior written approval of the other party.
- b. No such approval of any assignment shall be deemed in any event or in any manner to waive any obligation by JWB or UWS as to the obligations provided for in this Agreement. All such assignments shall be subject to the conditions of this Agreement.

5. CONFIDENTIAL INFORMATION

UWS must follow all laws regarding confidentiality of information including, but not limited to, HIPAA. UWS 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 UWS, UWS shall inform JWB of the improper disclosure and extent thereof within 2 business days of becoming aware of the improper disclosure. UWS shall cooperate fully with JWB and take all necessary steps to correct and remedy any damage caused by UWS's improper disclosure and to prevent future

improper disclosure. UWS 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. UWS 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.

6. PUBLIC RECORDS

JWB is a public entity subject to Florida's Public Records Law, which includes provisions relating to records retention, production and confidentiality. UWS will be referred to as Contractor in this section.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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, OR BY MAIL AT 14155 58TH STREET NORTH, #100; CLEARWATER, FL 33760.

Contractors 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 contractor 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 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 contractor under contract with JWB is exempt from disclosure (125.901(11)). There are many other exemptions in the law that Contractor should be cognizant exist. However, for all Contractors, any and all contracts between JWB and Contractor, program methodology, budgets, requests for reimbursements, emails, other written correspondence and any other documents exchanged between the Contractor 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. Contractors 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, Contractor 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 Contractor 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 Contractor will work together to respond to any such request. This provision shall survive termination of this Agreement.

7. SPECIAL SITUATION AND INCIDENTS

JWB and UWS agrees to inform the other Agency 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.

8. NONDISCRIMINATION

All actions performed by UWS and JWB shall be in conformity with all laws and regulations regarding nondiscrimination on the basis of race, gender, handicap, national origin, religion, marital status or political belief.

9. PUBLIC ENTITIES CRIME

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 36 months from the date of being placed on the convicted vendor list.

10. DISPUTE RESOLUTION

JWB and UWS agree to contact each other immediately upon the occurrence of any serious concern that emerges during the term of this Agreement that may affect the continuance of the project or their partnership. JWB and UWS agree that key staff will meet as quickly as is practical and reasonable to attempt to resolve any such concern or problem.

11. INDEMNIFICATION

UWS 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 UWS, its agents, employees, or subcontractors, arising out of or relating to its performance of this Agreement, including, but not limited to, any and all claims arising out of the actions or inactions of the Unite Pinellas Executive Director, or for UWS'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 UWS 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.

12. Certification that UWS is legally able to contract with JWB

In compliance with F.S. 287.135(a), an entity is ineligible to and may not enter into a contract with JWB if the entity 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, an entity is ineligible to and may not enter into a contract with JWB if the entity is (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.

DIRECTOR, UNITE PINELLAS JOB DESCRIPTION

Unite Pinellas, a multi-sector partnership of funders, government and private sector leaders, is seeking a dynamic individual to fill the inaugural position of Director. Unite Pinellas is a multi-sector (government, community, corporate, faith) and multivariate intervention for large systems and human care inclusive of but not limited to education, health, employment, transportation, housing, built environments, jobs, environment, mental health, and nutritional food access and equity. This group of leaders will commit resources and champion new architectures within our systems to support this transformation over time. The ultimate goal of Unite Pinellas is that all citizens within Pinellas County will equitably flourish, neighborhood by neighborhood. We will seek to become the best County in the Southeast for all residents to live, work, and play because of equal opportunities for high quality life-long learning, employment income at livable wages and beyond, and healthy nutrition and access to exceptional health care.

An exceptional position will require an exceptional inaugural Director. The position will report to an administering agent but will answer to the full Unite Pinellas Collective and a smaller Operating Council. In this new role, the Director, Unite Pinellas will support the work of the Unite Pinellas Collective in inaugural design and implementation of a county-wide group of leaders from government, community, faith, and corporate sectors. The initial year of work will require the director to:

- 1) develop and implement a plan advised by the Collective to establish a problem-solving inter-sector process while maximizing the unique cross-sector partnerships to tackle county-wide challenges prioritizing projects and scopes of work;
- 2) establish the ways the Collective identifies opportunities to drive impact to improve neighborhoods and communities, and
- 3) launch a new group of leaders not typically involved in working across sectors with one another.

The strategic communications, political environment, operations, leadership, and galvanizing of the newly formed Collective will also be the responsibility of the Director. The Director will work to align the Steering Committee's vision, develop a work plan, and lead this group's vision into reality to support achievement of the vision of an equitable Pinellas County. The successful candidate will be skilled at analyzing data to identify trends and overarching themes, convening multi-sector groups and supporting community impact-related programs and skilled in developing a forward-looking perspective on how to steward the Unite Pinellas vision operationally.

Responsibilities

- Establish Unite Pinellas across the county through a strategic communications plan.
- Seat the Unite Pinellas Collective to be representative of the various sectors with an integrated orientation plan.
- Present the Collective with a range of approaches and plans for the first year and establish and implement the operations plan to exceed the collective's established goals.
- Seek sustainability and ongoing funding through strategic fundraising that in no way competes with existing entities.
- Develop a strategic business plan and annual work program for Unite Pinellas.
- Present the range of approaches from around the country for the Collective to hear and understand and when possible hold retreats for the collective to dive deep into methodology of how the collective can be most productive

- Identify sources for and subsequently assess benchmarking data to shape direction of the plan and any corresponding initiatives.
- Partner with all existing work in this area including the Tampa Bay Partnership, funder networks, government work groups, child improvement entities, aging adult support, income equity providers, and work on race throughout the county.
- Establish how racial, income, age, and geography equity can be measured and what goals there may be over time.
- Drive the development of all marketing and/or public awareness campaigns that may arise from the recommendations of the Collective.

Qualifications:

- Direct experience as a leader of a diverse group of other leaders. It is a real plus if the candidate has been an inaugural director of a similar project.
- Highly resourceful problem solver and quick learner.
- Excellent strategic communication skills, verbal and written.
- Ability to demonstrate enthusiasm, a strong presence, confidence and leadership among peers, funders, and other stakeholders.
- Ability to critically analyze and summarize data at a systems level for meaningful deliberation
- Ability to think strategically and globally to pose scenarios and alternatives.
- Ability to communicate perspective and to pose scenarios and alternatives based on collaborative discussion.
- Ability to interact and communicate effectively with community leaders, executives, and public officials.
- Masters Degree required in business, urban planning, public policy, macro social work, public administration or related field.
- 7+ years of experience in leading, planning, performing, and delivering results on community-focused programs.

Finance Committee Meeting

April 24, 2019

Family Services Initiative (FSI) Utilization Management Staffing

Item I.A.

Recommended Action: Recommend approval of a budget amendment to reduce the Central Florida Behavioral Health Network allocation, and increase the FSI Program Support allocation

Strategic Plan Alignment: Prevention of Child Abuse and Neglect

The Family Services Initiative (FSI) is a collaboration with the Juvenile Welfare Board, 2-1-1 Tampa Bay Cares, Inc., Personal Enrichment through Mental Health Services (PEMHS), Gulf Coast Jewish Family and Community Services (Gulf Coast), and Central Florida Behavioral Health Network (CFBHN). The Initiative assists families in need by providing information and referrals, system navigation services, and the funding of incidental expenses when no other funding source exists.

On February 22, 2019, JWB received notice from CFBHN that they are terminating their contract with JWB effective June 28, 2019. The CFBHN contract, in the amount of \$214,103, funds 2.5 full time employees (two utilization management positions, and one-half position for IT support), and includes usage of CFBHN's Health Data System.

As a result of the termination of this contract, the following changes to the FSI system are necessary:

1. Sourcing of a new data system to facilitate the approval workflow for the incidental requests
2. Re-staffing of the two utilization management positions at an alternate agency
3. Providing for supervisory oversight of the utilization management function

At the April 11, 2019 JWB Board meeting, the Board approved an award to the WellSky company for the acquisition and implementation of a data system to replace the CFBHN system.

This budget amendment will reallocate the funds remaining in the CFBHN contract as of June 30, 2019 (approximately \$60,250) into the FSI Program Support budget line (JWB staff). The annualized impact of this reallocation will be less than the current CFBHN allocation of \$214,103. Additionally, because the utilization management positions are categorized as program support, the reallocation of funds will not impact the JWB administrative rate. Therefore, this reallocation is both budget neutral and admin rate neutral.

The supervisory oversight for these positions will be included in the position profile for the JWB FSI Director.

Staff Resource: Brian Jaruszewski
Judith Warren

Finance Committee Meeting

April 24, 2019

Reduction of Surplus Inventory

Item I.B.

Recommended Action: Approve Removal of Surplus and Obsolete Inventory

Strategic Plan Alignment: Administration

All JWB equipment is evaluated on a semi-annual basis to determine its usefulness and whether it meets current needs. The attached Surplus Property Report lists the unused equipment staff is requesting to remove from the building.

The report includes a description of surplus furniture and equipment to be removed, reason for removal, designation (intended method of disposal), and date of purchase. Items classified as inefficient are either outdated or do not match our current technology needs. Items classified as uneconomical are too costly to maintain or repair when considering the value the item brings.

Pursuant to s. 274.05, F.S., “Surplus Property,” a governmental unit shall have discretion to classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. Section 274.06, F.S., “Alternative Procedure”, specifically provides that “if the property is without commercial value it may be donated, destroyed, or abandoned.” Useable items will be donated to local nonprofit agencies as defined in 273.01(3), F.S.

Pending Board approval, JWB will offer items designated as *donate* to the JWB funded agencies on a first-come, first-serve basis. Remaining items will be donated to other 501(c)(3) organizations or disposed of in the appropriate manner such as recycling or waste disposal.

Staff Resource: Laura Peele

Asset ID	Description of Item	Reason for Removal	Purchase Date	Purchase Price	Net Book Value	Disposition
000788	Dell Projector	Inefficient	6/4/2008	\$499	\$0.00	Donate
000827, 000829	Sony Portable Wireless Microphone and Synthesized Tuner (2)	Broken	9/23/2011	\$461	\$0.00	Dispose
000844	HP Compaq 8000 Elite	Inefficient	4/8/2011	\$618	\$0.00	Donate
000922	Hitachi Projector	Broken	7/26/2012		\$0.00	Dispose
000963	Seiki 42 inch TV	Inefficient	9/28/2012	\$330	\$0.00	Donate
001254	HP Printer Laserjet CP2025dn	Inefficient	9/7/2011	\$420	\$0.00	Donate
001254	HP Color LaserJet CP2025dn	Inefficient	9/7/2011	\$420	\$0.00	Donate
001420	4Bay NAS Thecus	Inefficient	8/22/2014	\$450	\$0.00	Donate
001514, 001515	iPad (2)	Inefficient	5/1/2013	\$489	\$0.00	Donate
001533	Panasonic HD Camcorder	Inefficient	6/20/2013	\$4,360	\$0.00	Donate
001554	iPad 32gb	Inefficient	6/28/2013	\$729	\$0.00	Donate
002027	Philips HeartStart AED Unit	Inefficient	6/12/2008	\$1,681	\$0.00	Dispose
002144, 002151, 002152	iPad wifi 32GB (3)	Inefficient	6/30/2013	\$729	\$0.00	Donate
002164, 002165	Kodak Video Recorder (2)	Inefficient	8/19/2013	\$399	\$0.00	Donate
002223, 002226,	Aironet Wireless Point (2)	Inefficient	2/5/2013	\$762	\$0.00	Donate
002228, 002229, 002230	Aironet Wireless Point (3)	Inefficient	2/6/2013	\$558	\$0.00	Donate
002315, 002316, 002317, 002319	Lenovo S1 Yoga with docking station (4)	Inefficient	9/22/2014	\$1,428	\$0.00	Donate
002323	Lenovo T440S with docking station	Inefficient	9/8/2014	\$1,274	\$0.00	Donate
002325-002338	Lenovo E540 with docking station (14)	Inefficient	9/8/2014	\$824	\$0.00	Donate
002486	iPad Air 2	Inefficient	4/21/2016	\$399	\$0.00	Donate
002511	iPad 16GB	Inefficient	5/1/2013	\$489	\$0.00	Donate

Asset ID	Description of Item	Reason for Removal	Purchase Date	Purchase Price	Net Book Value	Disposition
002513-002517, 002523-002526, 002528-002529, 002531, 002532, 002534-002538, 002540- 002552,002554, 002562, 002564-002567, 002581-002583, 002586,002587, 002602	Verizon MIFI AC791L (50)	upgrade	10/14/2016	NA	\$0.00	Dispose
002531	Verizon MIFI	Item Stolen	11/28/2016	NA	\$0.00	NA
002571	iPad	Broken	3/7/2017	\$480	\$0.00	Dispose
1359	Cisco Catalyst 3750x 12 port switch	Inefficient	2/27/2012	\$9,999	\$0.00	Donate
2100/001016	HP Laptop6560B	Inefficient	3/30/2012	\$1,159	\$0.00	Dispose
	White Board (2)	Inefficient	Unknown	Unknown	\$0.00	Donate
	Paper folder	Inefficient	Donation From Chase	NA	\$0.00	Donate
	Round Table and 4 chairs	Inefficient	Donation From Chase	NA	\$0.00	Donate
	Small desk electric calculator	Inefficient	Unknown	Unknown	\$0.00	Donate
	Weather Radio	Inefficient	Unknown	Unknown	\$0.00	Donate
	file cabinet	Inefficient	Unknown	Unknown	\$0.00	Donate
	lateral file cabinet	Inefficient	Unknown	Unknown	\$0.00	Donate

Finance Committee Meeting

April 24, 2019

UNITE Pinellas Contract Amendment

Item I.C.

Recommended Action:	Recommend Approval of a contract amendment to increase funding for UNITE Pinellas
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Strategic Plan Alignment:	Strengthening Community
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UNITE Pinellas is a collaboration between JWB, United Way of the Suncoast, and the Foundation for a Healthy St. Petersburg. The collaboration began in 2017, and focuses on the systemic causes that, if they are changed, can answer the question: “What will it really take to achieve the desired long-term change where race is not consistently and predictably associated with disadvantage.” (Aspen Institute).

UNITE Pinellas works to mobilize resources to impact equity and fairness at their origins – Public Policy, Institutional Practices, and Changing the Narrative. By increasing the knowledge of the local dynamics and conditions, exposing the root causes that underlie the disparities, UNITE Pinellas will facilitate the capacity to influence these three areas.

The current contract between JWB and United Way of the Suncoast was executed in FY18 as a two year agreement, and provides for the funding of the Executive Director position. This position is staffed at the United Way, and the agreement in the amount of \$125,000 for the two year period (\$50,000 in FY18 and \$75,000 in FY19) commits JWB funding for 50% of the salary and benefits for this position. This request is to increase the contract amount for FY19 to \$100,000.

The current annual budget for UNITE Pinellas is \$100,000. As such, this contract amendment is budget neutral.

Staff Resource: Brian Jaruszewski
Lynda Leedy