



Juvenile Welfare Board

Investing in children. Strengthening our community.

FY23 TOWN HALL

JULY 18, 2022

Presenters

Karen Boggess, Chief Program Officer

Megan Seales, *Performance and Evaluation Manager*

Laura Peele, *Director of Information Technology*

Laura Krueger Brock, *Chief Financial Officer*

Stacey Gill, *Program Finance Manager*

III. Services Methodology Submission

Removed reference to initial methodology submission due to changes in timeline. Methodologies should be on file and completed prior to start of the fiscal year.

~~“A program methodology update, or certification that no updates are needed, is due for submission thirty (30) calendars days after the effective date of this Agreement..... The Provider shall cooperate with JWB on the process for approval of program methodology updates by no later than...Any proposed changes in service delivery after January must be approved in writing by JWB in advance of making those changes and program methodologies shall subsequently be updated within thirty (30) calendar days of that approval. Costs associated with any unapproved changes in service delivery may not be reimbursed.”~~

V. Method of Payment

1. JWB issues reimbursements in accordance with the schedule listed on Attachment 3. ~~(or on the preceding working day in case of a holiday)~~. The Provider shall submit **an accurate** request for payment ~~at minimum of once a month~~. Reimbursements shall be made **in a timely manner** on pace throughout the fiscal year in order to allow for consistent and orderly delivery of services.

- Monthly reimbursements have not been submitted accurately and on a timely basis and has resulted in numerous returns, and requests for additional information.
- Submission due date will now be Wednesdays to allow time for our Financial Analysts to review, provide follow up questions and allow time for re-submission for completion by Friday afternoon

VI. Termination

Revised Termination notice requirements from 30 to 60 days to ensure orderly transition of services in the event of a contract termination.

#3. JWB shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management, to provide **sixty (60)** ~~thirty (30)~~ days' **written** notice for termination due to lack of funds. JWB shall be the final authority as to the availability of funds and extension of notice beyond the minimum time herein stated.

#5. Provider shall only be compensated for services performed prior to the termination date. Provider may only terminate this Agreement upon **sixty (60)** ~~thirty (30)~~ calendar days' written notice to JWB delivered in person, or by email, regular mail or delivery service.

VIII. General Condition: 2. Fiscal Responsibility

Revised – Identification of type of providers to include non-profit, government entity and for-profit

- a. **Non-profit** Providers and **government entity** Providers agree to maintain books and records in accordance with generally accepted accounting principles (GAAP) and practices which accurately and appropriately reflect all expenditures of funds listed in the approved budget on file at JWB.

- b. For-profit providers agree to maintain books, records and documents on an acceptable basis of accounting to include the cash basis of accounting known as Other Comprehensive Basis Of Accounting (OCBOA). The method of accounting should be consistent with industry practices which accurately and appropriately reflect all expenditures of funds listed in the approved budget on file at JWB.

Removed: ~~Provider agrees to submit Program Statement of Financial Activities reports within thirty (30) calendars days following the end of each quarter of JWB's fiscal year.~~

VIII. General Condition: 2. Fiscal Responsibility

Revised salary adjustment approval

c. Providers agrees that all financial records, **including personnel and salary information** and supporting documentation shall be subject at all times to inspection, review or audit by JWB personal or its duly authorized agent.

g. Provider **agrees that salary adjustments for staff that are submitted to JWB for approval in budgets or budget amendments have been reviewed and approved by the Provider in accordance with its fiscal policies and adjustments can be sustained in future fiscal years.** JWB shall not reimburse more than two (2) weeks of accrued leave for terminating employees. JWB shall not reimburse expenses not previously approved by JWB.

VIII. General Condition: 2. Fiscal Responsibility

Added Conflict of Interest policy requirement

- h. Provider agrees to have a written conflict of interest policy and to obtain appropriate signed statements from its governing board members, officers, and employees on an annual basis.

VIII. General Condition: 3. Audit and Management Letter

Revised language to include For-Profit Providers

Revised: “**Non-profit Providers** and **government entity Providers** agree to submit to JWB an independent audit of the financial statements of the entity in its entirety and any accompanying management letter(s) immediately upon receipt by the Provider's board, but within a period not to exceed one hundred and eighty (180) calendar days of the close of the Provider's fiscal year. The audit must be performed by a firm licensed to perform audits in the State of Florida and conducted in accordance with generally accepted auditing standards and standards established by the American Institute of Certified Public Accountants.”

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

VIII. General Condition: 6. Board Members and Training

Revised language to clarify when JWB would expect submissions of Board Rosters. Revised requirements for Rosters to include contact information for all board members vs. only the board chair.

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

~~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 start date of all members and, for board chair only, the email and physical address, phone number, and place of employment.~~

VIII. General Condition: 8. Publicizing of JWB Support - Endorsements

Revised language to clarify.

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 Chief Executive Officer

VIII. General Condition: 10. Assignments and Subcontracts

Revised language to remove direct links to JWB website and reinforce contractual insurance requirements for subcontract services.

Subcontracts for program service delivery described in the approved program methodology must be reviewed according to the Subcontract Assessment found [on the Provider page of the JWB website https://www.jwbpinellas.org/wp-content/uploads/2019/11/Subcontract-Assessment-Form.pdf](https://www.jwbpinellas.org/wp-content/uploads/2019/11/Subcontract-Assessment-Form.pdf).

To the extent Provider is permitted by JWB to subcontract any of provider's responsibilities under this agreement, the subcontracting entity or agency shall be obligated to assume all applicable obligations of the Provider under this agreement, including the obligation to preserve and maintain insurance as outlined in General Condition 25 and 26.

VIII. General Condition: 12. Public Records

Revised email address for Public Record inquiries.

New email address for Public Records publicrecords@jwbpinellas.org

VIII. General Condition: 14. Special Situations and Incidents

Revised to add a new incident category for Baker Act and to clarify reporting requirements.

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

Within one (1) business day of knowledge of any incident, 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 Program Officer within three (3) hours of knowledge of the incident.

VIII. General Condition: 18. Provider Staff Background Checks

Revised to add new requirements regarding requirement to obtain written consent relative to personnel records.

Those individuals must provide written consent to the Provider to have documentation released to JWB which confirms no disqualifying offenses listed in F.S. 435.04. for which they have not received an exemption in accordance with Florida law. All staff and volunteers must continue to qualify to pass a Level 2 screening at all times and must notify their employer if at any time they no longer qualify to pass a Level 2 screening. Proof of Level 2 background clearance, including current executed affidavits/attestations of good moral character, must be maintained at all times in the appropriate files and the screening repeated every five (5) years or more often in accordance with law or as requested by JWB. Provider must collect written consent for the release of this information to JWB for purposes of verification.

VIII. General Condition: 18. Provider Staff Background Checks

Clarification on what elements may be reviewed by JWB and restates added requirements to obtain written consent relative to personnel records.

Monitoring will include, but not be limited to, review of training logs, position descriptions, applications, resumes, [salary information](#), [Affidavits of Good Moral Character](#), [the results of background screenings](#) and Provider verification of staff credentials. [Consents executed by employees to release Affidavits of Good Moral Character and background screening results will be provided to JWB for review.](#)

VIII. General Condition: 19. Attendance

General Condition 19. Attendance no longer in use. Programs to work with the assigned Evaluator and Program Consultant relative to their specific data entry requirements.

19. Not Used Attendance

~~Provider is required to keep attendance records. If Attachment 5 requires a program to track participant attendance, attendance may be tracked in the JWB Database or other approved data system.~~

VIII. General Condition: 23. JWB Policies and Procedures

Removed reference to research policies no longer in use

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, JWB Financial Policies and Procedures for Funded Programs, ~~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.

VIII. General Condition: 25. Insurance Requirements – Basic Provisions

Revised formatting to include automobile coverage type. Assessment of insurance requirements remains unchanged. Contract now aligns to mirror recommendations included in completed Insurance Surveys.

~~FY22 Formatting~~

Combined single limit - (Vehicles transporting JWB Participants)	[\$See Matrix]
Combined single limit - (All other vehicles used in the performance of work under this Agreement)	[\$See Matrix]

New Formatting

Combined single limit - (Vehicles transporting JWB Participants)
Owned: \$5,000,000 \$3,000,000 \$2,000,000 \$1,000,000
 \$500,000 N/A Other:
Non-Owned: \$5,000,000 \$3,000,000 \$2,000,000 \$1,000,000
 \$500,000 N/A Other:
Hired: \$5,000,000 \$3,000,000 \$2,000,000 \$1,000,000
 \$500,000 N/A Other:

Combined single limit - (All other vehicles used in the performance of work under this Agreement)
Owned: \$5,000,000 \$3,000,000 \$2,000,000 \$1,000,000
 \$500,000 N/A Other:
Non-Owned: \$5,000,000 \$3,000,000 \$2,000,000 \$1,000,000
 \$500,000 N/A Other:
Hired: \$5,000,000 \$3,000,000 \$2,000,000 \$1,000,000
 \$500,000 N/A Other:

VIII. General Condition: 25. Insurance Requirements – Basic Provisions

Revised language to remove direct links to JWB website. Added language for Provider responsibility of notification when insurance evidence is unable to be provided in accordance with the agreement.

Providers that hire participant transportation services shall be required to maintain verification of transportation vendor's automobile liability insurance limits in the same amount that the Provider would be required to maintain if Provider were providing the transportation services directly. Such amount shall be determined by JWB based upon the maximum number of passengers per vehicle (including driver) in the vehicle being utilized. The applicable limits can be found [at ~~https://www.jwbpinellas.org/wp-content/uploads/2021/04/Automobile-Insurance-Requirements-1.pdf~~](https://www.jwbpinellas.org/wp-content/uploads/2021/04/Automobile-Insurance-Requirements-1.pdf) on JWB's website.

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

VIII. General Condition: 29. E-Verify

Revised language to remove direct links.

In accordance with F. S. 448.095, no later than the first date of the term Agreement, Provider must register with and use the U.S. Department of Homeland Security's E-Verify system, ~~https://e-verify.uscis.gov/emp,~~ to verify the work authorization status of all employees hired on or after the first date of the term Agreement and during the remainder of the term of this Agreement. Evidence may consist of, but is not limited to, providing notice of your E-Verify number. [Instructions on how to provide proof of participation/E-Verify enrollment is on the U.S Department of Homeland Security's E-Verify website.](#) ~~The link for instructions on how to provide proof of participation/E-Verify enrollment is https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify.~~

Performance Measures and Targeted Service Levels

- Slightly new format for Performance Measures within the contract.
- If there is a change to your specific performance measures, your assigned Evaluator has been in contact with you.
- Targeted Service Levels were included in the revised Methodology template and are part of the renewal process.



Final Modifications to FY23 Agreement

**FY23
Reimbursement
Schedule
WEDNESDAY**

**Updated
Document
Submittal Chart**

**This is an
example contract
only, please refer
to your special
conditions for
unique
requirements.**

Technology Updates - Amplifund

- Users are setup by the provider Organizational Admin
- You may be contacted to make changes to your provider/program information
- Updates to Amplifund





Technology Updates – Apricot360

- Contact provider-support@jwbpinellas.org for assistance.
- New user forms must be typed and sent to your Program Consultant for approval.
- Please don't send participant identifying information through email (use record IDs).
- For Archiving (deletions) of any records, include the participant ID, the record ID, and record type (i.e., service, survey, program/enrollment name).
- Look for updates in emails or on the JWB website (Providers tab).
- **Reminder all participant data is due to JWB by Close of Business Friday October 14, 2022**



Direct Data Uploads

- Reminder: Direct Data Uploads for participant data are due to JWB by Close of Business Thursday October 20, 2022.
- FY23 Final Deadline will be adjusted to the 15th of the month.

What is it and why does JWB encourage it?

How to get assistance with getting a system or getting started:

- Non-Operating and Capital Projects Request for Applications (1.75 million, released on 9/9/22 due by noon on 10/31/2022)
- Reach out to your Evaluator or me at lpeelee@jwbpinellas.org

Questions?

