

FY21 Proposed Contractual Elements for PCLB

Program Description (page 1, III. Services): The Provider ensures that all licensed homes and children centers are inspected, gives technical assistance when violations are cited, issues renewal licenses in a timely manner, offers trainings, conducts School Readiness inspections, follows leads on complaints and unlicensed care and enforces sanctions when necessary. Programs are located throughout Pinellas County and include regular and large Family Child Care Homes, Children's Centers, Religious Exempt providers and Non-Public entities.

Attachment 1

Special Conditions of the Agreement

The following condition(s) applies to the Provider (OPROV21):

--- Florida Department of Health

General Condition #3 - Audit and Management Letter - Provider shall submit their audit and management letter within nine (9) months of the end of their fiscal year. Furthermore, The State of Florida Department of Health annual memo by the Auditor General meets the "independent audit" requirement.

General Condition #11 - Confidential Information - Paragraph 5, the sentence that states: "Provider shall defend, indemnify and hold harmless JWB from any and all damages caused by the improper disclosure of any confidential information as defined by law including, but not limited to, Protected Health Information under HIPAA and any and all costs associated with remedying the disclosure." is stricken and replaced with, "JWB shall not be responsible for any damages caused by improper disclosure and any cost associated with remedying the disclosure." Furthermore, Paragraph 5, the sentence that states, "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" is revised to state, "Provider will be responsible for, to the extent permitted by law, any and all damages caused by its 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. Nothing herein is intended as a waiver of sovereign immunity by any party nor shall anything herein be intended as consent to be sued by any third party for any cause or matter arising from this agreement."

General Condition #13 - Return of Funds - The sentence that states "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" is deleted and replaced with "The Parties will work cooperatively to determine the overpayment amounts and resolve any disputes concerning overpayments claims promptly and amicably whenever possible." All other provisions in General Condition #13 remain the same.

General Condition #14 - Special Situations and Incidents - "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" is stricken and replaced with "Within one (1) business day, the Provider must upload completed incident reports to JWB's Secure Portal with full details and disposition of the incident, excluding identifying information such as name, date of birth, and address."

General Condition #27 - Indemnification - Indemnification paragraph is stricken and wholly 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."

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

--- Pinellas County Licensing Board

Information Items-Provider is required to provide information items for child care providers under agreement with JWB including fines, fees, child care homes' and centers' compliance reports, licensing violations, suspensions, non-renewals and revocations. JWB will provide a list of child care providers under agreement with JWB to Provider.

General Condition #3- Audit and Management Letter- In addition to the Provider's Florida Department of Health annual memo from the Auditor General, the Provider shall also submit the Pinellas County Licensing Board audit and management letter within nine (9) months of the end of their fiscal year. This is an extension of the timeline listed in General Condition #3.

General Condition #6 - Board Members, Training, and Financial Review - The following requirement is waived: 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.

General Condition #12- Public Records- the last sentence that states, "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" is waived. All other provisions of the condition remain.

The Provider shall upload child care program information to the JWB Secure Portal site by the 10th of the month following the end of each quarter of JWB's fiscal year. The data will adhere to guidelines as determined by JWB and the Provider. The purpose for the data uploads includes, but is not limited to, mapping of the child care programs.

Provider shall inspect JWB funded Middle School Programs, as designated by JWB's yearly updated list, at least once per year between October 1, 20~~20~~¹⁹ and September 30, 20~~20~~¹⁹ to ensure Substantial Compliance with Child Care Licensing Regulations. JWB shall notify Provider of any changes in the Middle School list throughout the monitoring year. If a program does not meet the criteria for Substantial Compliance, a second inspection during this time period will be required to ensure the program is working towards Substantial Compliance. Provider shall upload Substantial Compliance reports to the JWB Secure Portal site no later than the 10th of the month following the inspection. Provider shall communicate with JWB on a regular basis regarding the Middle School Programs' Substantial Compliance report, history, or anything else deemed relevant by JWB. JWB shall determine corrective action for the Middle School Program, if needed.

General Conditions #25 and #26 - Insurance Requirements are waived wherein the Provider maintains responsibility for the delivery of services. Should the Provider assign or subcontract any of the work contemplated under this Agreement to a non-governmental entity, or to a non-Florida governmental entity, this Insurance Requirements waiver is not applicable to the subcontracted services portion of the contract.

Nongovernmental subcontractors and non-Florida governmental subcontractors must demonstrate compliance with the insurance requirements for all subcontracted services performed for Provider for JWB-funded programs. Provider is solely responsible for ensuring subcontractors of the Agreement are in compliance with the minimum insurance requirements as described in General Conditions #25 and #26.

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 geographical areas:
Pinellas County Licensing Board	X	

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