RESOLUTION NO. 2013-206

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA, AUTHORIZING ACCEPTANCE OF GRANT FUNDS AND EXECUTION OF THE EMERGENCY SOLUTIONS GRANT-PREVENTION/RAPID RE-HOUSING AGREEMENT WITH THE DEPARTMENT OF CHILDREN AND FAMILIES OFFICE OF HOMELESSNESS, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT AND ALL SUBSEQUENT REQUIRED DOCUMENTS ON BEHALF OF THE COUNTY

RECITALS:

WHEREAS, the Emergency Solutions Grant was established to help provide prevention and rehousing services to families in imminent danger of losing their housing; and

WHEREAS, the prevention services include housing relocation, stabilization services and financial assistance for securing utility services, rental application fees and rental security deposits; and

WHEREAS, acceptance of the grant requires a dollar for dollar funding match by the County, which may be offset by the use of in-kind services or the use of existing resources already being utilized to provide the services; and

WHEREAS, acceptance of the grant fund and execution of this contract is in the best interest of St. Johns County.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County authorizes the County Administrator, or designee to execute the Emergency Solutions Grant contract with the Department of Children and Families Office of Homelessness to provide prevention services to families in imminent danger of losing their housing.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised, without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 17 Day of September 2013.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
John H. Morris, Chair

By: Pam Heltzman
ATTEST: Cheryl Strickland, Clerk
Deputy Clerk

RENDITION DATE 9/25/13

State of Florida
Department of Children and Families

Rick Scott
Governor

David E. Wilkins
Secretary

April 8, 2013

RECEIVED
APR 17 2013
BY:.....

Tracy Dillion
St. Johns County Human Srvcs
500 San Sebastian View
St. Augustine, FL 32084

Dear Tracy Dillion:

The U.S. Department of Housing and Urban Development has awarded to the Department the 2012 Emergency Solutions Grant. Based on the Department's approved Action Plan, the Secretary announced the award of the 2012 Emergency Solutions Grants to the top rated applicants.

On behalf of Secretary Wilkins, thank you for your interest in the Emergency Solutions Grant to provide homeless shelters to enable the homeless to transition into permanent housing, providing prevention activities to those families in imminent danger of losing their housing, or providing street outreach to those persons inhabiting places not meant for human habitation.

You have been awarded a grant in the amount of $104,500 and the Department's contract manager will be contacting you shortly to begin the process to execute a grant agreement with your organization. Given budget authority for the grant, the most likely date for the grant to begin will be July 1, 2013. The term of your grant will end June 30, 2014.

This office is prepared to assist you, as needed, to successfully carry out your grant program. Please contact me at (850) 922-9850 if you have questions or concerns with the grant, or the new federal rules.

Sincerely,

Thomas Pierce,
Director
Office on Homelessness

Attachment: Notice of Grant Award
CC: Gary Schwab

Award Notice
Grant Solicitation LPZØ9

1. Emergency Solutions Grant, Prevention Grant
2. Submission Window: December 20, 2012 to January 31, 2013
3. Contact Person:

Mia Parker
Office on Homelessness
Department of Children and Families
1317 Winewood Blvd.
Tallahassee, FL 32399-0700
Phone: 850 717-4068
Fax: 850-487-1361
Email: Mia_Parker@dcf.state.fl.us

4. Intended Grant Awards

Applicant	Location	Grant Award
Treasure Coast Homeless	Vero Beach	$104,500
Community Coalition on Homeless	Bradenton	$104,500
Wright Foundation	Marianna	$104,500
Flagler County	Palm Coast	$104,500
Salvation Army, Clay County	Middleburg	$104,500
Community Connections	Jacksonville	$100,000
Community Action Escambia	Pensacola	$99,796
Highlands Co. Homeless Coalition	Avon Park	$99,798
Families Count Pensacola	Santa Rosa County service area	$99,798
River Region Human Services	Jacksonville	$104,500
Families Count Pensacola	Okaloosa County service area	$99,798
Jewish Family and Children's	Sarasota	$99,798
Brevard CARES	Melbourne	$104,134
Salvation Army, Broward	Ft. Lauderdale	$104,500
Catholic Charities, Northwest FL	Okaloosa and Walton Counties service area	$104,500
City of Deltona	Deltona	$104,500
St Johns County	St. Augustine	$104,500
Catholic Charities Monroe	Key West	$35,000
Catholic Charities, St. Johns	St. Augustine	$104,500
Families Count Pensacola	Bay County service area	$99,798
Catholic Charities St. Augustine	Putnam County service area	$104,500
	TOTAL AWARDS	$2,091,920

5. Anticipated Effective date of awards:
July 1, 2013

6. Notice of Appeal of Rights:

You must submit your written request for an administrative hearing to the Department at the following address:

Agency Clerk
Department of Children and Family Services
1317 Winewood Boulevard
Building 2, Room 204-X
Tallahassee, FL 32399-0700

Please note that a request for an administrative hearing must comply with section 120.569(2)(c), Florida Statutes, and Rule 28-106.201(2), Florida Administrative Code. Those provisions, when read together, require a petition for administrative hearing to include:

- The name and address of each agency affected and each agency's file or identification number, if known;
- The name, address, and telephone number of the petitioner;
- The name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- An explanation of how the petitioner's substantial interests will be affected by the agency determination;
- A statement of when and how the petitioner received notice of the agency decision;
- A statement of all disputed issues of material facts. If there are none, the petition must so indicate;
- A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

Section 120.569, Florida Statutes, and rule 28-106.201(4), Florida Administrative Code, require that a petition to be dismissed if it is not in substantial compliance with the requirements above.

Contract No. NPZ09 Client ☒ Non-Client ☐

CFDA No. 14.231

Rev 2013-306

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **St. Johns County Board of County Commissioners**, hereinafter referred to as the "Provider". The Department and Provider agree as follows:

1. **Purpose.** The Department is engaging the Provider for the purpose of providing homeless prevention and rapid re-housing rental and utility assistance necessary to prevent an individual or family from remaining or becoming homeless, as further described in Attachment I hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to add services that are incidental or complimentary to the original scope of services.

2. **Effective and Ending Dates.** This contract shall be effective on September 1, 2013 or the last date executed by a party, whichever is later. The performance period under this contract shall commence on September 1, 2013 or the effective date of this contract, whichever is later, and shall end at midnight, Eastern time, on June 30, 2014 subject to the survival of terms provisions of Section 33.j hereof.

3. **Payment for Services.** The Department shall pay for contracted services performed by the Provider on and after the effective date of this contract according to the terms and conditions of this contract of an amount not to exceed $104,500.00 or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Provider. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

4. **Contract Document.** The Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments, I through VII and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Standard Contract Definitions, located at http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf are incorporated into and made a part of this contract. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this contract. Sections 1.d., 2-4, 6, 8-13, 20, 23, 27 and 31 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

5. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this contract as they may be enacted or amended from time-to-time, including but not limited to those described in Section 35 of this contract.

6. **Official Payee and Party Representatives**

a. The Provider's name, as shown above, and mailing address of the official payee to whom the payment shall be made are:
Name: St. Johns County Board of County Commissions
Address: 4010 Lewis Speedway
City: St. Augustine State:FL Zip Code:32084
Phone: 904 209 6141
ext:

b. The name of the contact person and address, telephone, and e-mail address where financial and administrative records are maintained are:
Name: Tracy Dillon
Address: 1955 US 1 South, suite A-2
City: St. Augustine State:FL Zip Code:32086
Phone: 904 209 6150
ext:
e-mail: tdillon@sjcfl.us

c. The name, address, telephone number and e-mail address of the contract manager for the Department for this contract is:
Name: Gary Schwab
Address: 210 N. Palmetto Ave.
room 447A
City: Daytona Beach State: FL Zip Code: 32114
Phone: 386 481 9272
ext:
e-mail: gary_schwab@dcf.state.fl.us

d. The name, address, telephone number and e-mail of the representative of the Provider responsible for administration of the program under this contract is:
Name: Tracy Dillon
Address: 1955 US 1 South, suite A-2
City: St. Augustine State:FL Zip Code:32086
Phone: 904 209 6150
ext:
e-mail:tdillon@sjcfl.us

Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

7. **Inspections and Corrective Action.** The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 30.

8. **Independent Contractor, Subcontracting and Assignments.**

a. In performing its obligations under this contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits

or any other benefits of state employees as a result of performing the duties or obligations of this contract. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the provider and its subcontractors shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

c. The Provider shall not assign the responsibility for this contract to another party without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest; however, in no event may the Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld.

d. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

e. To the extent permitted by Florida Law, and in compliance with Section 8.c., the Provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this contract.

f. The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.

g. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes (F.S.), unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

9. **Provider Indemnity.** Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

a. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

b. Further, the Provider shall indemnify the Department for all costs and attorneys fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 26.c., including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

10. **Insurance.** The Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. Upon the execution of this contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

11. **Notice of Legal Actions.** The Provider shall notify the Department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the Provider's ability to deliver the contractual services, or adversely impact the Department. The Department's contract manager will be notified within 10 days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

12. **Client Risk Prevention**. If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in Department of Children and Families Operating Procedure (CFOP) 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

13. **Emergency Preparedness Plan**. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include

provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency.

a. For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

b. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.

c. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

14. **Intellectual Property.** It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

a. If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this contract and use by the Department its employees, agents or contractors during the term of this contract and perpetually thereafter.

b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

15. **Real Property.** Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

16. **Publicity.** Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any state agency or affiliate or any officer or employee of the State, or any state program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Provider's prospective customers.

17. **Sponsorship.** As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

18. **Employee Gifts.** The Provider agrees that it will not offer to give or give any gift to any Department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

19. **Invoices.** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract.

20. **Final Invoice.** The final invoice for payment shall be submitted to the Department no more than **45** days after the contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

21. **Financial Consequences**. If the Provider fails to meet the minimum level of service or performance identified in this contract, or that is customary for the industry, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, imposition of penalties per Section 29, termination of contract per Section 30 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 22, to the extent of such error.

22. **Overpayments.** The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the

Department, will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged interest at the lawful rate of interest on the outstanding balance after Department notification or Provider discovery. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right to offset or deduct from any amount due under this contract at any time any amount due to the Department from the Provider under this or any other contract or agreement and payment otherwise due under this contract will be deemed received regardless of such offset.

23. **Payment on Invoices.** Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

24. **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

25. **Records, Retention, Audits, Inspections and Investigations.**

a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.

b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Provider during the term of this contract and retained for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required under this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department.

c. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this contract and the required retention period in Section 25.b.

d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

e. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

f. A financial and compliance audit shall be provided to the Department as specified in this contract and in Attachment II.

g. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

26. **Public Records.** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.

a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.

b. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

c. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

d. The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

27. **Client Information.** The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state and federal laws, rules and regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

28. **Data Security.** The Provider shall comply with the following data security requirements:

a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.

b. The Provider shall provide the latest Departmental security awareness training to its staff and subcontractors who have access to departmental information.

c. All Provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement Form CF 0114 annually. A copy of Form CF 0114 may be obtained from the contract manager.

d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.

e. The Provider agrees to notify the contract manager as soon as possible, but no later than five (5) working days following the determination of any breach or potential breach of personal and confidential departmental data. The Provider shall require the same notification requirements of all subcontractors.

f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.

29. **Financial Penalties for Failure to Take Corrective Action.**

a. In accordance with the provisions of subsection 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

b. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

30. **The Following Termination Provisions Apply to this Contract:**

a. In accordance with Section 22 of PUR 1000 Form, this contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

b. In the event funds for payment pursuant to this contract becomes unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

c. In the event the Provider fails to fully comply with the terms and conditions of this contract, the Department may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the contract. The Department's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

d. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

All notices of termination provided under this Section shall be in writing and sent by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under paragraphs a. or b., the Provider will be compensated for any work satisfactorily completed.

31. **Transition Activities.** Continuity of service is critical when service under this contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this contract, the Provider shall complete all actions necessary to smoothly transition service to the new provider. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this contract and shall support the requirements for transition as specified in a Department-approved

Transition Plan. Such activities will be without additional compensation and will include consultation on the resources needed to support transition, identifying a transition manager, the characteristics of transactions, data and file transfer.

32. **Dispute Resolution.** Any dispute concerning performance of the contract or payment hereunder shall be decided by the Department's contract manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the contract manager's decision, the Provider delivers to the contract manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30.

33. **Other Terms**

a. Except where otherwise provided in this contract, communications between the parties regarding this contract may be by any commercially reasonable means. Where this contract calls for communication, in writing, except for notices of termination per Section 30, such communication includes email, and attachments are deemed received when the email is received.

b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida. Unless otherwise provided in Attachment I or in any amendment hereto, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

c. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459.

d. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of section 403.7065, F.S.

e. The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

f. The Department of Economic Opportunity and Workforce Florida: The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

g. Transitioning Young Adults: The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

i. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

j. **Survival of terms.** The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this contract concerning obligations of the Provider and remedies available to the Department are intended to survive the "ending date" or an earlier termination of this contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this contract are consideration for such performance.

k. Most Favored Party Status: The Provider represents and warrants that the prices and terms for its services under this contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within ninety (90) days of Provider entering into a contract, contract amendment or offering to any other party services similar to those under this contract under prices or terms more favorable than those provided in this contract, the Provider will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to this contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this contract retroactively to the earlier of the effective date of this contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31st of each year during the term of this contract attesting that the Provider is in compliance with this provision, as required by section 216.0113, FS.

l. The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

m. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:
   i. Attachment I and other attachments, if any;
   ii. Any documents incorporated into any attachment by reference;

iii. This Standard Contract;
iv. Any documents incorporated into this Standard Contract by reference.

34. **Modifications.** Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

35. **Additional Requirements of Law, Regulation and Funding Source**. As provided in Section 5 of this contract, the Provider is required to comply with the following requirements, as applicable to its performance under this contract. Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this contract.

a. **Federal Law**

i. If this contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 CFR, Part 74, 45 CFR, Part 92, and other applicable regulations.

ii. If this contract contains $10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

iii. If this contract contains over $100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

iv. No federal funds received in connection with this contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of $100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment **III**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

v. If this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

vi. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. The Provider and its subcontractors will enroll in and use the e-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this contract.

b. **Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR Parts 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with 45 CFR Part 80 and CFOP 60-16 . This is required of all Providers that have fifteen (15) or more employees.

c. **Use of Funds for Lobbying Prohibited.** The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

d. **Public Entity Crime and Discriminatory Contractors** Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

e. **Health Insurance Portability and Accountability Act.** The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

f. **Whistle-blower's Act Requirements.** In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

g. **Support to the Deaf or Hard-of-Hearing**

i. The Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."

ii. If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single Point of Contact (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database at https://fs16.formsite.com/dcfuser/form3/secure_index.html, by the 5th working day of the month, covering the previous month's reporting, and forward confirmation of submission to the contract manager. The name and contact information for the Provider's Single Point of Contact shall be furnished to the Department's grant or contract manager within fourteen (14) calendar days of the effective date of this requirement.

iii. The Provider shall contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single Point of Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single Point of Contact will ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single Point of Contact.

iv. The Single Point of Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

v. The Provider's Single Point of Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notices can be downloaded through the Internet at: http://www.dcf.state.fl.us/admin/ig/civilrights.shtml

vi. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or was denied. The Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to the Department of Children and Families Office of Civil Rights.

vii. If the customer or companion is referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

The Department requires each contract/subcontract provider agency's direct service employees to complete the online training: Serving our Customers who are Deaf or Hard of Hearing, (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Section 4.

IN WITNESS THEREOF, the parties hereto have caused this **35** page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: St. Johns County Board of County Commissions		**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**	
Signature:		**Signature:**	
Print/Type Name:	**Michael Wanchick**	**Print/Type Name:**	**David J. Abramowitz**
Title:	**County Administrator**	**Title:**	**Regional Managing Director**
Date:		**Date:**	

STATE AGENCY 29 DIGIT FLAIR CODE: N/A
Federal Tax ID # (or SSN): 596000825 Provider Fiscal Year Ending Date: 09/30.

ATTACHMENT I

A. SERVICES TO BE PROVIDED

1. Definition of Terms.

a. Grant Agreement Terms.

Grant agreement terms used in this document can be found in the Florida Department of Children and Families' Glossary of Contract Terms, which are incorporated herein by reference and can be obtained at the following internet location:
http://www.dcf.state.fl.us/admin/contracts/doc/GlossaryofContractTerms.pdf

b. Program or Service Specific Terms.

(1) American with Disabilities Act (ADA) – Provides civil rights protection for persons who are considered disabled.

(2) At Risk – This refers to individuals or families who are in imminent danger of becoming homeless.

(3) Client – The individual to whom services are provided.

(4) Emergency Shelter – Any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general, or for specific homeless populations.

(5) Emergency Solutions Grant (ESG) – Housing and Urban Development (HUD) federal program to assist agencies serving the homeless.

(6) Essential Services – These are shelter services concerned with employment, health, drug abuse, and education. Essential services may include, but is not limited to, the following: assistance in obtaining permanent housing, medical, psychological and substance abuse counseling and supervision, employment counseling, vocational education and training; assistance in obtaining government or mainstream benefits such as Social Security disability and food stamps; legal aid services; life skills training; nutritional counseling; assistance in obtaining child care; and discharge planning. Essential services can also include staff salaries necessary to provide these services. Provision of essential services is required of any facility receiving Emergency Solutions Grant (ESG) funds.

(7) Grant Agreement – Also referred to as Contract.

(8) Homeless Prevention – These are activities or programs designed to prevent the incidence of homelessness such as the following:

a. integrated case management involving mediation or landlord-tenant disputes;

b. legal services for the representation of indigent tenants in eviction or foreclosure proceedings;

c. short term subsidies to defray rent and utility debts for families that have received eviction or utility termination notices and payments to prevent eviction from the home; or

d. short-term subsidies for security deposits and/or first month's rent to permit individuals or families at risk of homelessness to obtain permanent housing.

(9) Household Members – The individuals, related or not, currently residing with the client.

(10) Housing and Urban Development (HUD) – A U.S. Department supportive program.

(11) Integrated Case Management – These are activities where experienced outreach staff work collaboratively with other agencies/service entities to complete a comprehensive assessment of the client's situation and develop a subsequent service plan; and facilitate access to service providers (including facilitating acquisition of more appropriate housing when necessary) before the client becomes homeless.

(12) Recipient – Also referred to as Provider

(13) Referral Agencies – Social service agencies or medical facilities identified to meet the needs of the clients serviced under this grant agreement.

(14) Vendor - This is a private nonprofit tax-exempt, secular or religious organization as described in section 501 (c) 3 of the Internal Revenue Code or a local government in the state of Florida, that will be responsible for carrying out the activities as outlined in the grant agreement. The term vendor may be used interchangeably with the term Recipient or Provider.

2. General Description.

a. General Statement.

Services to be provided are those detailed by the Recipient in their response to Grant Application #LPZ09, dated December 2012, entitled "2012 Federal Emergency Solutions Grants for Prevention / Rapid Re-Housing, Shelter Facilities and Street Outreach. Both the Grant Application #LPZ09 and the Recipient's response are hereby incorporated by reference. The Recipient will receive funds to assist individuals and families who are either at risk of homelessness or who are currently homeless, through homeless prevention activities.

b. Authority.

(1) The Recipient must comply with Title 24, CFR, Part 576, Emergency Solutions Grants Program: Stewart B. McKinney Homeless Assistance Act (Code of Federal Regulations), and Chapter 287, Part I, Florida Statutes and Florida statutes 420.623, which are incorporated herein by reference and are available from the grant manager upon request.

For federal regulations governing the Federal ESG Program see HUD website to view and/or print regulation at:

https://www.onecpd.info/resource/1927/hearth-esg-program-and-consolidated-plan-conforming-amendments/

(2) Section 20.19, F.S. provides the authority for the Department to enter into an agreement for these services.

c. Scope of Service.

The Recipient shall deliver a comprehensive array of homeless prevention services to eligible individuals and families who are homeless or at risk of homelessness in St Johns County. These services include but are not limited to: integrated case management, limited legal services, short and medium term subsidies for rent, and utility debts, and subsidies for utility deposits and/or first month's rent.

d. Major Program Goals.

The goals of the Federal Emergency Solutions Grants Program (ESG) include:

(1) Increasing the affordability of housing by providing decent and affordable housing to those that are homeless or at risk of homelessness.

(2) Applying a comprehensive approach to services that is necessary to address the needs of those at risk of homelessness. This approach will address the various factors that contribute to the person's emergency situation in order to provide a Gestalt or holistic approach to homeless prevention.

(3) To be consistent with HUD HMIS requirements, HMIS participation, including tracking specific outcomes.

(4) Timely utilization of the funds to address the needs of homeless and those at risk of homelessness.

3. Clients to Be Served.

a. General Description.

Individuals and families in the State of Florida who are homeless or who are at risk of becoming homeless are the clients to be served under this grant agreement.

b. Client Eligibility.

In accordance with 24 CFR 576, the ESG Program serves a variety of homeless individuals and families and at risk of becoming homeless individuals and families.

c. Client Determination.

The Recipient shall be responsible for determining eligibility based on the definition of individuals that are homeless or at risk of homelessness as indicated in 24 CFR Part 576, as amended. However, in the event of any disputes regarding the eligibility of clients, the determination made by the Department is final and binding on all parties.

d. Grant Agreement Limits.

The nature and number of homeless or at risk of homelessness clients to be served is limited to the total funding available through this grant agreement or the required match. This grant agreement

shall not exceed **$104,500.00**, subject to the availability of funds. The number of clients to be served is an estimate only and the Department reserves the right to adjust the number of clients expected to be served.

B. MANNER OF SERVICES PROVISION

1. Service Tasks.

a. Task List.

The Recipient will perform the following tasks:

(1) short and medium term subsidies to defray rent and utility debts for families that have received eviction or utility termination notices.

(2) security deposits or first month's rent to permit individuals or families at risk of homelessness to obtain permanent housing.

(3) If the Recipient will be using grant funds to provide short and medium term financial assistance, the following conditions must apply in order for the funds to be used in this way:

(a) there is an inability for the family to make the required payments;

(b) the assistance is necessary to avoid the eviction or termination of utility services;

(c) there is a reasonable prospect that the individual or family will be able to resume payments within a reasonable period of time; and

(d) the assistance will not supplant funding for preexisting homelessness prevention activities from other sources.

Note: These restrictions apply only to prevention funds being used for direct financial assistance.

(4) All Recipients of ESG funds are required to provide information for the HUD Integrated Disbursement and Information System (IDIS) data reporting system. Information from the Status Report will be used in an effort to determine national as well as state performance standards for homeless services. Activities funded by ESG must comply with HUD's standards on participation, data collections and reporting under local HMIS (See 24 CFR Part 576.107). Domestic Violence service providers must not enter data into an HMIS but must use a comparable database. Information in the comparable data must not be entered directly into or provided to an HMIS.

b. Task Limits.

(1) Ineligible homeless prevention activities include providing housing and/or providing direct payments to individual clients, providing long-term assistance beyond 24 months.

(2) If a Recipient is a religious organization, ESG funds may not be used to support inherently religious activities such as worship, religious instruction, or proselytization. However, a Recipient that is a faith-based organization may still engage in such activities so long as they are

voluntary for program participants and occur separately in time of location from the activities directly funded through the ESG program.

2. Staffing Requirements.

a. Staffing Levels.

The Recipient shall maintain an adequate administrative organizational structure and support staff to discharge its contractual responsibilities.

b. Professional Qualifications.

The Recipient's staff shall meet the required level of education and training standards for the position(s) as established by the Recipient. Proof of professional education and training shall be maintained in the employee's file and provided to the Department upon request.

c. Staffing Changes.

The Recipient shall staff the project with key personnel identified in their response to Grant Application #LPZ09 who are considered by the Department to be essential to this project. Before changing any of the proposed individuals, the Recipient shall notify the Department of the change(s), the circumstances necessitating the change(s) and information on personnel of equal or superior qualifications that will be substituted for the diverted staff. The Department shall have five (5) days within which to object to any of the substitutes. If within five (5) days, the Department objects to the proposed substitute, the Recipient will continue to staff the project with the person to be diverted until a substitute is accepted by the Department. It will not be considered a breech of terms of the grant agreement when an acceptable substitute has not been found and the original staff person's employment has ceased.

d. Subcontractors.

Subcontractors will not be utilized for this grant agreement unless prior approval has been given from the Department. The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime contractor. Written requests by the Recipient to subcontract for the provision of service under this grant agreement will be routed through the grant agreement manager for Department approval.

3. Service Location and Equipment.

a. Service Delivery Location.

Services will be provided at:

St. Johns County Human Services Department
1955 US 1 South, Suite A-2,
St. Augustine, FL 32086.

b. Service Times.

Prevention services will be available to those seeking assistance during normal business hours, Monday – Friday, 8 am until 5 pm and those hours deemed necessary by the recipient to meet the needs of clients seeking services.

c. Changes in Location.

Service delivery location shall not be changed without the prior written approval of the grant manager, subject to the requirements of federal regulations governing service delivery location as specific in Title 24, part 576, Code of Federal Regulations.

d. Equipment.

It is the responsibility of the Recipient to determine what equipment will be necessary to provide services under this grant agreement.

4. Deliverables.

a. Service Units.

For purposes of this grant agreement a unit of service is one month of prevention services as described in Attachment I, Section B.1.a., Task List.

b. Records and Documentation.

(1) To the extent that information is utilized in the performance of the grant agreement or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the Recipient's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of grant agreement which entitles the Department to unilaterally cancel the grant agreement. The Recipient will be required to promptly notify the Department of any requests made for public records.

(2) Unless a greater retention period is required by state or federal law, all documents pertaining to the program under this grant agreement shall be retained by the Recipient for a period of six (6) years after the termination of the grant agreement or longer as may be required by any renewal or extension of the grant agreement. During the records retention period, the Recipient agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department's standard word processing format (currently Microsoft Word 6.0). If this standard should change, the Recipient must change to the new format at no additional cost to the Department. Data files must be provided in a format readable by the Department.

(3) The Recipient agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Recipient further agrees to hold the Department harmless from any claim or damage, including reasonable attorney's fees and costs or

from any fine or penalty imposed as a result of an improper disclosure by the Recipient of confidential records, whether public record or not, and promises to defend the Department against the same at its expense.

(4) The Recipient shall maintain all records required to be maintained pursuant to the grant agreement in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

(5) Records necessary to document data required for status reports as required by the Department's Office on Homelessness must be maintained in files that coincide with the report periods specified in Section B.4.c., Reports. These records may be maintained manually or electronically.

c. Reports.

(1) The Recipient will submit requested reports as follows:

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due	DCF Person to Receive Report
Invoice	Monthly	Within 20 days following the end of the month for which reimbursement is requested.	One	DCF Grant Manager
Status Report	Monthly	Within 20 days following the end of the preceding month.	One	DCF Grant Manager
Quarterly Performance Report	Quarterly	10/20/2013, 1/20/2014, 4/20/2014, 7/20/2014	One	DCF Grant Manager
Annual Performance Report	Annually	7/20/2014	One	DCF Grant Manager
HUD Annual Performance Report (copy submitted by CoC)	Annually	15th of month following the date due to HUD	One	DCF Grant Manager

(2) Receipt by the Department shall not mean or imply acceptance. Acceptance of these reports is a separate act. The Department reserves the right to reject as incomplete, inadequate, or unacceptable according to the parameters set forth in this grant agreement. The Department, at its option, may allow additional time within which the Recipient may remedy the objections noted by the Department or the Department may, after having given the Recipient a reasonable opportunity to complete, made adequate, or acceptable, declare this grant agreement to be in default.

(3) Additional reports may be requested at the discretion of the Department or as required by the federal government.

(4) The Status Report – shall capture the following information:

(a) Monthly – the number of individuals and families that received ESG assistance during the month. The format of the monthly report is at the discretion of the Recipient with prior approval of the DCF grant manager.

(b) Quarterly – format and information to be captured to be determined by the Department's Office on Homelessness.

(c) Annual – format and information to be captured to be determined by the Department's Office on Homelessness.

5. Performance Specifications.

a. Performance measures.

The following performance measures will be reported by the Recipient of ESG funds and are the acceptable minimum levels of service:

(1) One hundred percent (100%) of the clients served must be determined eligible in accordance with Title 24, CFR, Part 576.

(2) One hundred percent (100%) of all clients served case files must contain eligibility supporting documentation in accordance with Title 24, CFR, Part 576.

(3) The ratio of ESG funds received to the number of ESG match provided shall be equal to or greater than 1:1.

(4) At least thirty-five percent (35%) of the participants served remain in permanent housing six months following the last assistance provided under this grant agreement.

(5) A reduction in the number of households with children who are homeless in the local Continuum of Care (CoC).*

(6) The minimum number of households to be served during the term of this grant agreement is ten.

* For this baseline-year measure, the Department agrees not to pursue any corrective action progressive intervention stemming from performance on this measure during the baseline period.

b. Description of Performance Terms.

The state will report outcome performance in a manner consistent with the HUD Outcome Performance Measurement System. Reporting through the status report is critical to overall state performance as reported in the HUD Integrated Disbursement and Information System and is subject to a performance standard of 100%.

c. Performance Evaluation Methodology.

(1) $\frac{\text{\# clients served who are determined eligible}}{\text{The total \# clients served}} = 100\%$

(2) # clients served case files containing eligibility determination supporting documentation

$$\frac{\text{The total \# clients served}}{\text{The total \# clients served}} = 100\%$$

(3) Amount of ESG Match

$$\frac{\text{Amount of ESG Match}}{\text{Amount of ESG Match}} \geq 100\%$$

(4) # clients served remain in permanent housing six months following the last assistance provided

$$\frac{\text{\# clients served remain in permanent housing six months following the last assistance provided}}{\text{The total \# clients served}} \geq 35\%$$

(5) # of households with children who are homeless in the CoC as of 06/30/14

$$\frac{\text{\# of households with children who are homeless in the CoC as of 06/30/14}}{\text{\# of households with children who are homeless in the CoC as of 03/01/13}} \text{ Less Than}$$

(6) Total number of households to be served during the term of this grant agreement is equal to or greater than ten (10).

(7) Performance Standards Statement: By execution of this grant agreement the Recipient hereby acknowledges and agrees that its performance under the grant agreement must meet the standards set forth above and will be bound by the terms and conditions set forth below. If the Recipient fails to meet these standards, the Department, at its exclusive option, may allow up to six months for the Recipient to achieve compliance with the standards. If the Department affords the Recipient an opportunity to achieve compliance, and the Recipient fails to achieve compliance within the specified time frame, the Department must cancel the grant agreement in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

6. Recipient Responsibilities.

a. Recipient Unique Activities.

(1) The Recipient is solely and uniquely responsible for the satisfactory performance of the tasks described in Section B.1.a., above.

(2) By execution of this grant agreement the Recipient recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

(3) The Recipient is also responsible for demonstrating its compliance with all federal requirements and regulations governing the ESG program listed in 24 CFR 576.

(4) Prior to employment, the Recipient will complete a local criminal records check through the local law enforcement agency, employment history checks and checks of reference. The Recipient will maintain these records in the employee's personnel file. The Recipient and the Department agree that individuals who are found to have criminal records must be approved by the Regional Managing Director or their designee before the employee may begin or resume providing services to families.

(5) Recipient will establish a written grievance policy to handle client eligibility and service delivery complaints.

(6) In accordance with CFOP 60-16, meetings, conferences and seminars will be accessible to persons with sensory, speech or mobility impairments. When meetings, conferences or seminars are scheduled, information will be included in the advertisements, conference registration materials or meeting notices that sensory impaired participants will be provided with necessary auxiliary aids at no cost to them.

b. Coordination With Other Providers/Entities.

The Recipient agrees to coordinate service delivery to homeless individuals served by this grant agreement within Department of Children and Families, Northeast Region, by maximizing collaboration with other service providers in the respective communities served. For example:

(1) The Recipient shall be a member of the appropriate homeless coalition covering the area served by the Recipient, shall actively participate in coalition activities, and shall coordinate its efforts with those of the homeless coalition.

(2) If there is a homeless continuum of care in the geographic area within which the Recipient is located, the Recipient shall collaborate and be a full and active participant in this multi-agency continuum. Such continuums typically contain components for homeless outreach, emergency shelter, transitional and supported housing for special needs populations, permanent housing, and support services needed by homeless people at each phase of the continuum.

(3) The Recipient shall coordinate with other service providers, to ensure that all of the client's barriers to maintain a residence are addressed in concert with one another; to ensure maximum utilization of available resources.

(4) The failure of other entities does not alleviate the successful Recipient from any accountability for tasks or services, which the Recipient is obligated to perform pursuant to the grant agreement.

(5) The Recipient shall participate fully in the Homeless Management Information System (HMIS).

7. Department Responsibilities.

a. Department Obligations.

(1) The Department will inform the Recipient of any news that impacts the services to be provided in a timely manner.

(2) The Department will provide technical assistance to the Recipient as deemed necessary by the Department, upon request of the Recipient.

b. Department Determinations.

The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients which are served by the Department either directly or through this grant agreement.

c. Monitoring Requirement.

Programmatic and administrative monitoring will be performed during the grant agreement period in accordance with CFOP 75-8, Policies and Procedures of Contract Oversight, a copy of which may be obtained from the grant manager, upon request.

C. METHOD OF PAYMENT

1. This is a cost reimbursement grant agreement. This is a grant agreement for up to one (1) year. Payment for Prevention services September 1, 2013 or upon execution through June 30, 2014, shall not exceed **$104,500.00** and are subject to the availability of funds.

2. The Recipient shall request reimbursement on a monthly basis through submission of a properly completed invoice, Attachment VI, within 20 days following the end of the month for which reimbursement is being requested. Charges on the invoice must be accompanied by supporting documentation. The invoice and the documentation must be submitted to the grant manager.

3. Payment may be authorized only for allowable expenditures on the invoice which are in accord with the limits specified in the Approved Line Item Budget Attachment IV and Budget Narrative Attachment V, or in the approved revised line item budget, per the following Section C.4.

4. Budget changes.

   The Recipient must submit to the Department a request of budget changes along with the revised budget document reflecting changes between line items and categories, and receive Department approval prior to a change being implemented. Such changes between line items and categories may be allowed if the following conditions are met:

   a. There is no change in the scope or objectives of the grant agreement;
   b. The change does not increase of decrease the original dollar amount of the total budget;
   c. There is another category/line item in the budget from which funds can be shifted;
   d. The change does not involve establishing a new category or line item.

   Budget changes which do not meet the above conditions will require a properly executed grant agreement amendment signed by the Recipient and the Department on or before the effective date for implementation of the specific change.

5. If any compensation under this grant agreement is based on Recipient costs, in order to be recognized for such purposes, all such costs must be of a type authorized by Attachment I, allowable in nature under Federal standards and State law, reasonable in amount and prudently incurred in the performance of services under this grant agreement. Additionally, cost reimbursement remains subject to any grant agreement terms relating to performance and other conditions affecting compensation. Except as otherwise provided in Attachment I, to the extent that administrative, overhead or similar costs are recognized for purposes of compensation, such costs are limited to recurring costs normally and prudently incurred in the ordinary course of business in the delivery of services under this grant agreement and will not include extraordinary costs or costs resulting from or relating to uninsured loss, litigation or nonrecurring events, regardless of cause. Furthermore, recovery of any cost is barred by the indemnity provisions of this grant agreement to the extent resulting from any imprudent or negligent act or omission of the Recipient, its agents, employees or subcontractors.

6. The Department will have up to five (5) working days from receipt of the invoice to approve or disapprove deliverables. Disapproval of deliverables will result in rejection of the invoice. The

Department will specify, in writing, the reason(s) for rejection of deliverables and corrective actions that must be taken by the Recipient in order to process the invoice for payment. The Recipient will have fifteen (15) days from the rejection of the initial invoice to correct and resubmit the deliverables.

7. If no services are due to be invoiced from the preceding month, the Recipient shall submit a written document to the Department indicating this information within thirty (30) days following the end of the month.

8. Supporting Documentations Requirements.

Documentation of all expenses incurred under a cost reimbursement grant agreement must accompany the properly completed invoice. Documentation includes, but is not limited to, the following:

a. Professional Services Fees on a Time/Rate Basis: The invoice must include a general statement of the services being provided. The time period covered by the invoice as well as the hourly rate times the number of hours worked must be stated. When an employee of the Recipient is not working 100% of his time on the grant agreement, payroll registers, timesheets, or a timelog detailing the hours represented on the invoice is required and must be submitted as backup documentation. The State Comptroller's Office reserves the right to require further documentation on an as needed basis.

b. Postage and Reproduction Expenses: Purchases made from outside vendors must be supported by paid invoices and/or receipts. Purchase for all in house postage (i.e. postage meter) and reproduction expenses must be supported by usage logs or similar documentation.

c. Expenses: Receipts are required for all expenses incurred, (i.e., office supplies, printing, long distance telephone calls, etc.).

d. Direct Client Services Expenses: Reimbursement of costs for direct client services must be supported by documentation.

e. Travel: For all travel expenses, a Department travel voucher, Form DBF-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) or state approved equivalent must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058 (1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with section 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.

Conference Travel. Conference travel reimbursement requests must also include an Authorization to Incur Travel Expenses (Form DBF-AA-13) or a state approved equivalent, a copy of the agenda. Benefits to the state must be documented on the form DBF-AA-13 for payment to be reimbursed.

Prior approval must be obtained from the grant manager for out-of-state travel and all conference related expenses on the Form DBF-AA-13 or the state approved equivalent.

9. Service Delivery Documentation.

The Recipient must maintain records documenting the total number of participants and names (or unique identifiers) of participants to whom prevention services were provided and the date(s) on which services were provided so that an audit trail documenting services is available.

10. Required Match.

Since this project is funded by a Federal ESG for the homeless from the U. S. Department of Housing and Urban Development (HUD) and pursuant to Title 24, Part 576.51, Code of Federal Regulations, a match of 100 percent (100%) of the grant award is required on the part of the Recipient. The Recipient is required to satisfy the match of at least **$104,500.00**. Documentation of match will be maintained by the Recipient. Match data will be reported in Quarterly and Annual Status Reports as determined by the Department's Office on Homelessness due to the Department within 20 days following the end of each quarter or year as outlined in Section B.4.c.(1).

The Recipient must be able to match 100% of the ESG funds requested in their proposal. Matching sources become eligible to be counted toward the match requirement of this grant only upon the date of the grant award to the Recipient. Non-recurring sources of match used to match a previous ESG award may not be used to match a subsequent ESG award. Match sources being counted toward other grants may not be counted toward the ESG match requirement.

11. Financial Consequences.

Although the goal of this grant agreement is to fully meet all performance measures in Section B.5., failure to meet at a minimum 90% of these goals shall require financial penalties to be assessed by the Department. The cost reimbursement invoice shall be assessed a value of 2% financial penalty and shall be deducted from the next invoice submitted for reimbursement. If failure occurs at the end of the grant term, the Recipient will be penalized 2% of the final invoice. The Recipient shall make payable to the Department the amount of the penalty within 30 days after being notified in writing by the grant manager. If the Recipient fails to reimburse the Department, the Department has the right to refuse any new grant agreement or contract until said reimbursement is received. As referenced in Section B.5.a., performance measure (5) will not be assessed a financial penalty as the Department is collecting baseline data during this fiscal year.

12. MyFloridaMarketPlace Transaction Fee.

This grant agreement is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with 60A-1.032(1)(e), F.A.C.

D. SPECIAL PROVISIONS

1. Competitive Bidding/Related Party Transactions.

In the purchase or procurement of all supplies and services necessary for this grant agreement (including the lease of space for use in the performance of this grant agreement), the Recipient agrees to obtain such goods or services at the lowest practical cost, The Recipient shall utilize procurement procedures that are in accordance with guidelines contained in OMB Circular A-133 Compliance Supplement, which shall include the use of competitive bidding practices to the maximum extent practical.

The Recipient agrees that it will not purchase, lease, or otherwise procure goods, services, or leased space with any officer, agent or employee of the Recipient or with any business entity which employees, uses,

or has substantial ownership by any officers, agents, or employees of the Recipient, unless such purchases or other procurements are in compliance with the competitive procurement provisions indicated above.

Further, regardless of the source of funding, the Recipient agrees to comply with the provisions for all applicable state of federal cost principles, or the provisions of OMB Circular A-122 where other cost principles do not apply.

2. Mandatory Reporting Requirements.

a. The Recipient and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Recipient, and of any subcontractor, providing services in connection with this grant agreement who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the grant manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@dcf.state.fl.us. The Recipient and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, which can be obtained from the grant manager.

Reportable Incidents per CFOP 180-4 are:

(1) Inappropriate employee acts or omissions that result in client injury, abuse, neglect or death;

(2) Fraud;

(3) Theft;

(4) Breaches of confidentiality by an employee, unless inadvertent and self-reported (e.g., revealing a reporter's name, providing confidential documents to unauthorized persons, access of client files for non-business reasons, providing information from client files such as medical or benefits information, etc) immediately upon confirmation by the circuit;

(5) Falsification of official records (e.g., intentional alteration of state documents, misrepresentation of information during an official proceeding, intentional falsification of client case records, case notes, client contact reports, visitation records, or client home visits, creating false and fictitious files, etc.);

(6) Misuse of position or state property, employees, equipment or supplies for personal gain or profit (e.g., misuse of telephonic and communication devices, use of staff for personal services, soliciting on state time and state property, conspiracy to conceal missing state property, misuse of the Internet to conduct personal business as defined by policy, etc.);

(7) Failure to report known or suspected neglect or abuse of a client;

(8) Improper expenditure or commitment of public funds;

(9) Grant mismanagement by a Department employee or by a contractor, subcontractor, or employee of either (e.g., misuse, waste, or loss of a significant amount of public funds, evidence of egregious lack of judgment in the use of public funds, evidence that state or federal laws, or state rules or federal regulations have been violated, etc.);

(10) Computer related misconduct (e.g., accessing FLORIDA, Florida's Safe Families Network (FSFN) system files of clients when there is no direct business involvement with the client,

accessing inappropriate or pornographic web sites, sending threatening or harassing messages, misuse of email, etc.);

(11) Any violation under Chapter 435, F.S., Employment Screening, that would result in disqualification from client contact duties (e.g., convicted of murder, manslaughter, assault and battery, kidnapping, false imprisonment, sexual battery, theft, robbery, child abuse, abuse and neglect of an elderly or disabled adult, sale of a controlled substance, resisting arrest, contributing to delinquency of a minor, or other disqualifying offense); or,

b. Any other wrongdoing that would be a violation of statute, rule, regulation or policy, excluding job performance and related deficiencies. When a facility employee who has client related duties is suspected of abuse/neglect, the Recipient agrees to make a determination in each case as to whether or not clients are or are not at risk by the continued association of the employee with such clients during an abuse/neglect investigation. The Recipient shall take appropriate personnel action to ensure the maximum protection of Department of Children and Families clients. Nothing in this section shall be construed to in any way limit or abridge the right of the Department, pursuant to Chapter 39, F.S., to restrict access to children in care by a subject of an abuse or neglect report.

3. Dispute Resolution.

It is expected that the Recipient and the Department will agree to cooperate in resolving any differences concerning performance or in interpreting the grant agreement. Within five (5) working days of the execution of a grant agreement for services, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name, business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolutions, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make recommendations to the Secretary who has final authority to resolve the dispute. The parties reserve all their rights and remedies under Florida Law.

4. Facility Standards.

The Recipient agrees that any facility used in the provision of services pursuant to the grant agreement shall comply with state and local fire and health codes, Americans with Disabilities Act (ADA) standards, and all other codes which would apply if space so utilized were owned or leased by the state.

5. This grant agreement is written for a period of less than one year because the federal grant funding is only available until June 30, 2014.

6. Health Insurance Portability and Accountability Act.

In compliance with 45 CFR s.164.504(e), the Provider, also referred to as Recipient, shall comply with the provisions of Attachment VII to this Grant Agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Recipient or its subcontractors incidental to Recipient's performance of this Grant Agreement.

ATTACHMENT II

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends $500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 ''Uniform Administrative Requirements for Grants and Agreements'' and OMB Circular A–

102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at http://www.whitehouse.gov/omb/circulars/a102/a102.html.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, ''Audits of States, Local Governments, and Non-Profit Organizations,'' recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix ''ARRA-'' in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends $500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (1 copy)

B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: single_audit@dcf.state.fl.us

C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:
http://harvester.census.gov/fac/collect/ddeindex.html
and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

Attachment III

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

6/26/2013
Date

MICHAEL WANCHICK
Name of Authorized Individual

NPZ09
Application or Contract Number

St. Johns County Board of County Commissioners
Name of Organization

500 San Sebastian View, St Augustine, FL 32084
Address of Organization

Attachment IV
Approved Budget

1.	**Rapid Re-Housing**			
	A.	Rental Assistance		$10,000.00
	B.	Housing Relocation and Stabilization		
		i.	Financial Assistance Costs	$5,000.00
		ii	Services Costs	
2.	**Homeless Prevention**			
	A.	Rental Assistance		$60,000.00
	B.	Housing Relocation and Stabilization		
		i.	Financial Assistance Costs	$25,000.00
		ii	Services Costs	
3.	**HMIS**			
	A.	Cost of contributing data to HMIS for Continuum of Care		
	B.	HMIS Lead Agency Costs for hosting and maintaining system		
	C.	Victim Services provider costs for comparable database		
4.	**Administrative Costs** [Cap 4.5%]			
	A.	Local government		$4,500.00
	B.	Private non-profit organization		
		TOTAL BUDGET		$104,500.00

Attachment V

Budget Narrative

Rent Assistance – to assist clients with funding for current rent for up to the end date of this contract June 30, 2014. Assistance may also be for rental arrears. A one-time payment of up to 6 months for rent arrears including late fees on arrears is authorized. If subsequent ESG grants are awarded assistance to a client may not exceed HUD limits of 24 months.

Financial Assistance Costs – to assist clients with;
Utility Assistance - may include current utility bills for up to 12 months. A one-time payment of up to 6 months of utility bills arrears including late fees on arrears is authorized.
Rental Application Fees – as required by landlord
Rental Security Deposits - equal to no more than 2 months' rent.
Last Month's Rent - if necessary to obtain housing for the client provided it does not exceed one month's rent.
Utility Deposits – as required by the utility company for gas, electric, water and sewage.

Administrative Costs – to cover up to 20% of the Administrative Coordinator's salary and FICA per pay period for program administration, invoicing, reporting and quality assurance.

The maximum level of financial assistance to an eligible household;

Rental Assistance – maximum of $1,000.00 per month
Rental Security Deposits – maximum of $1,000.00 (up to two months ($2,000) if required by landlord).
Utility Assistance – maximum of 700.00 per month
Utility Deposits – amount as required by utility company.

Attachment VI

INVOICE FORMAT

Provider: St Johns County Board of County Commissioners
Address: 4010 Lewis Speedway, St. Augustine, FL 32084
FEID# 59-6000825-002
Grant Agreement #NPZ09

Categories/Line Items	Approved Budget Amount	Expenditures for the Month of	Expenditures Paid To Date	Grant Award Balance
Category 1: Rapid Re-Housing (obj 790064)				
Rental Assistance (past and current rent)				
Financial Assistance Costs (past and current utility payments)(rental & utility deposits)				
Service Costs				
Sub Total:	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Category 2: Homeless Prevention (obj 790067)				
Rental Assistance (past and current rent)				
Financial Assistance Costs (past and current utility payments)(rental & utility deposits)				
Service Costs				
Sub Total:	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Category 3: HMIS (obj 790066)				
Cost of HMIS data input				
Category 4: Administration (obj 790065)				
Administrative Coordinator - 20% of salary & FICA				
Grand Total:	**$0.00**	**$0.00**	**$0.00**	**$0.00**

I certify the above to be accurate and in agreement with the books and records of the agency named above.
All expenditures have been matched by 100% of other expenditures.

Prepared/Certified by: _____

Title: _____

Date: _____

For Department Use Only:

DCF Circuit	Initial	Date	
1. Goods/SVCS Received			
2. Invoice Received			
3. Goods/SVCS Inspected and Approved			
ORG / OBJ	**EO**	**OCA**	**Contract #**
60303200209	**E3**	**ESG13**	**NPZ09**
Signature: **Date:**			

Note: DCF reserves the right to revise this format without amending the grant agreement.

Object Code	Amount
790064	
790067	
790066	
790065	

ATTACHMENT VII

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function , activity, service , other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal

enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;

2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health

information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.