RESOLUTION 2015 - 344

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING GRANT FUNDS; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN EMERGENCY SOLUTIONS GRANT - PREVENTION/RAPID REHOUSING CONTRACT WITH THE DEPARTMENT OF CHILDREN AND FAMILIES ON BEHALF OF THE COUNTY; AND APPROPRIATING GRANT FUNDS WITHIN THE SOCIAL SERVICES DEPARTMENT'S BUDGET FOR FISCAL YEAR 2016.

WHEREAS, the Emergency Solutions Grant was established to help provide prevention and re-housing services to individuals/families; and

WHEREAS, such services include financial and case management assistance to secure and maintain stable housing in the form of rental assistance, security deposits, utility deposits and application fees, each as required; and

WHEREAS, the County has been awarded a Emergency Solutions Grant in the amount of $76,905; and

WHEREAS, acceptance of the grant funds requires a dollar-for-dollar funding match by the County, and execution of a grant agreement (a copy of the agreement is attached hereto and incorporated herein); and

WHEREAS, when preparing the budget for Fiscal Year 2016, the County did not anticipate award of an Emergency Solutions Grant; and

WHEREAS, the Board of County Commissioners (Board) has reviewed the terms, conditions and requirements of the grant agreement and determined that entering into the agreement serves the best interests of the citizens of St. Johns County.

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

Section 1. Incorporation of Recitals.

The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as findings of fact.

Section 2. Recognition and Appropriation of Funds.

The Board hereby recognizes the Emergency Solutions Grant award of $76,905. as unanticipated revenue, and authorizes the County Administrator, or designee, to allocate such funds to the

Fiscal Year 2016 Social Services Department's budget for use consistent with the grant requirements.

Section 3. Approval and Authority Execute.

The Board further authorizes the County Administrator, or designee, to execute a grant agreement in substantially the same form and format as attached hereto on behalf of the County.

Section 4. Correction of Errors.

To the extent that there are typographical, administrative or scrivener's errors that to do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

Section 5. Effective Date.

This Resolution shall be effective upon its execution.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, and this 17th day of November, 2015.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Chair

ATTEST: HUNTER S. CONRAD, CLERK

By: Pam Halterman
Deputy Clerk

RENDITION DATE 11/19/15

Contract No. NPZ58 **Client ☒ Non-Client ☐**
CFDA No. 14.231
CSFA No. N/A

THIS GRANT AGREEMENT* 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:

*If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT.

1.1 Purpose and Contract Amount.

The Department is engaging the Provider for the purpose of **providing Prevention and Rapid Re-Housing services to eligible individuals and families**, as further described in Section 2 hereof, payable as provided in Section 3 hereof, in an amount not to exceed **$$76,905.00**.

1.2 Official Payee and Party Representatives.

a. The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are: Name: **St. Johns County Board of County Commissioners**	**c.** The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are: Name: **Angela Perez**
Address: **500 San Sebastian View**	Address: **5920 Arlington Expressway** **Contract Management Unit**
City: **St. Augustine** State:**FL** Zip Code:**32084** Phone: **904-209-0300** Ext:	City: **Jacksonville** State: **FL** Zip Code: **32211** Phone: **904-485-9727** Ext:
E-mail:	E-mail: **angela.perez@myflfamilies.com**
b. The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are: Name: **Tracy Dillon**	**d.** The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are: Name: **Tracy Dillon**
Address: **500 San Sebastian View, Suite 2300**	Address: **500 San Sebastian View, Suite 2300**
City: **St. Augustine** State:**FL** Zip Code:**32084** Phone: **904-209-6150** Ext:	City: **St. Augustine** State:**FL** Zip Code:**32084** Phone: **904-209-6150** Ext:
E-mail: **tdillon@sjcfl.us**	E-mail:**tdillon@sjcfl.us**

Per section 402.7305(1)(a), F.S., the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. 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.

1.3 Effective and Ending Dates.

This Contract shall be effective on **October 15, 2015** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **October 15, 2015** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2016**, subject to the survival of terms provisions of Section 7.4 hereof.

☒ This Contract may not be renewed.

☐ This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, costs for the renewal may not be charged to this Contract.

☐ The renewal price(s) set forth in the bid, proposal, or reply are shown in Exhibit F__, subject to negotiation at renewal per section 287.057(13), Florida Statutes (F.S.).

☐ Not applicable.

1.4 Contract Document.

This Contract is composed of Sections 1 through 7 hereof, as well as Exhibits A through F and Attachments 1 through 2 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.

1.4.1 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. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2 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, 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.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 7 hereof, as provided therein.

1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

a. Exhibits A through F;
b. Any documents incorporated into any exhibit by reference;
c. This Standard Integrated Contract;
d. Any documents incorporated into this Contract by reference.
e. Attachments 1 through **2**.

2. STATEMENT OF WORK.

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Except for advances, if any, provided for 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. The Department's determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work.

The Scope of Work is described in Exhibit B.

2.2 Task List.

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3 Deliverables.

Deliverables shall be as described in Exhibit D.

2.4 Performance Measures.

2.4.1 Performance Measures for Acceptance of Deliverables. The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-1.

2.4.2 Minimum Performance Measures. To avoid contract termination, Provider's performance must meet the minimum performance standards set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS.

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1 hereof, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department and shall remain subject to subsequent audit or review to confirm contract compliance. 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.

3.1 Method of Payment.

The Provider shall be paid in accordance with Exhibit F, Method of Payment and Invoices.

3.2 Invoices.

3.2.1 Generally. 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.

3.2.2 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 performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.3 Financial Consequences.

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1 hereof. The parties agree that the penalties provided for under Section 6.1 hereof constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2.3 hereof 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 3.4 hereof, to the extent of such error.

3.4 Overpayments and Offsets.

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. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. 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 at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement.

3.5 MyFloridaMarketPlace Transaction Fee.

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE.

4.1 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 Exhibit A1, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 Independent Contractor, Subcontracting and Assignments.

4.2.1 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.

4.2.2 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 and its subcontractors. 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 alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.2.3 The Provider shall not assign its responsibilities under this Contract to another party, in whole or part, without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest. No payment shall be made under this Contract to any factor or other person who has been assigned or transferred the right to receive payment in lieu of or on behalf of the Provider except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer 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.

4.2.4 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 of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

4.2.5 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.

4.2.6 The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

4.3 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:

4.3.1 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.

4.3.2 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 5.3. hereof, 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.

4.4 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. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

4.5 Notice of Legal Actions.

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Department's Contract Manager will be notified within 10 days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.6 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.

4.6.1 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 Exhibit A 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.

4.6.2 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.

4.7 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, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. 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, which shall be developed jointly with the new provider in consultation with the Department.

4.8 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.

4.9 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.

4.10 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.

4.11 Employee Gifts.

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. 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.

4.12 Mandatory Reporting Requirements.

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract 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 Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider 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 Children and Families Operating Procedure (CFOP) 180-4, which can be obtained from the Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY.

5.1 Records, Retention, Audits, Inspections and Investigations.

5.1.1 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.

5.1.2 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.

5.1.3 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 5.1.2 hereof.

5.1.4 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.

5.1.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 Code of Federal Regulations (CFR) s. 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.

5.1.6 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.

5.1.7 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.).

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.

5.2 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 6.2.3 hereof.

5.3 Provider's Confidential and Exempt Information.

5.3.1 By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider agrees that, upon written request of the Department, it shall promptly provide to the

Department a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2 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 to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 5.3.2.a. hereof.

a. 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.

b. 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 5.3.2.a hereof. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.a. hereof, 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.

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.

5.4 Health Insurance Portability and Accountability Act.

☐ The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. s.1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

☒ In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment 2 to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5 Confidential Client and Other Information. Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

5.6 Data Security. The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to Department data systems or maintain any client or other confidential information in electronic form:

5.6.1 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.

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

5.6.3 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 CF 0114 may be obtained from the Contract Manager.

5.6.4 The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile 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.

5.6.5 The Provider agrees to notify 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.

5.6.6 The Provider shall at its own cost provide 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. 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.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 5.6 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION.

6.1 Financial Penalties for Failure to Take Corrective Action.

6.1.1 In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, 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.

6.1.2 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.

6.1.3 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.

6.1.4 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.

6.2 Termination.

6.2.1 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.

6.2.2 In the event funds for payment pursuant to this Contract become 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.

6.2.3 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. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the 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.

6.2.4 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 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 timely 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.

In the event of termination under Sections 6.2.1 or 6.2.2 hereof, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.3 Dispute Resolution.

Any dispute concerning performance of this 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 exhibits or other attachments, 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 6.2 hereof.

All notices provided under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.d hereof by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

7. OTHER TERMS.

7.1 Governing Law and Venue.

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 any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2 No Other Terms.

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.

7.3 Severability of Terms.

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.

7.4 Survival of Terms.

The parties agree that, unless a provision of this 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.

7.5 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.

7.6 Preferred Pricing Affidavit.

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 90

days of Provider entering into a contract or 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, F.S.

7.7 Anticompetitive Agreements.

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.

7.8 Communications.

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, such communication includes email, and attachments thereto are deemed received when the email is received.

7.9 Accreditation.

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.

7.10 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.

7.11 DEO 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.

7.12 Purchases by Other Agencies.

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.13 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 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.

7.14 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. 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. 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. 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 assume implementation of agreed emergency relief provisions.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4 hereof.

IN WITNESS THEREOF, the parties hereto have caused this **59** page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: St. Johns County Board of County Commissioners		**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**	
Signature:		**Signature:**	
Print/Type Name:	Michael Wanchick	**Print/Type Name:**	Patricia Medlock
Title:	County Administrator	**Title:**	Interim Regional Managing Director
Date:		**Date:**	

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

STATE AGENCY 29 DIGIT FLAIR CODE: N/A
Federal Tax ID # (or SSN): **59-6000825**

Provider Fiscal Year Ending Date: **9/30**.

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Sections 1 through 7, above, as provided herein:

SECTION 1: ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1. Program or Service Specific Terms

A-1.1.Imminent Danger of Loss of Housing – A family who is about to lose their residence, or who face the loss of shelter due to financial crisis or other crisis.

A-1.2 Region – The counties that comprise the geographical area of the Department of Children and Families.

A-1.3 Circuit – The counties that comprise the geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial court system.

A-1.4 CoC – Continuum of Care – A local planning body for a defined geographical area responsible for establishing and operating a system to prevent and end homelessness for that area; provide funding efforts by nonprofits providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

A-1.5 CoC Plan – A community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency. It includes actions steps to end homelessness and prevent a return to homelessness..

A-1.6 Department – The Department of Children and Families.

A-1.7 Grant Agreement – An agreement between the Department and a provider of goods or services for the delivery of services or goods to eligible clients as defined in the agreement.

A-1.8 Grantee – The homeless assistance CoC Lead Agency as recognized by the Office on Homelessness. The Lead Agency is the grant applicant that has been awarded the funding for this 2015 Emergency Solutions Grant (ESG) program.

A-1.9 HUD -- The federal Department of Housing and Urban Development that provides funding for the Emergency Solutions Grant program, which includes Street Outreach, Emergency Shelter Facilities, and Homelessness Prevention and Rapid Re-housing services.

A-1.10 HMIS – The Homeless Management Information System is the information system designated by the Continuum of Care to comply with the U.S. Department of Housing and Urban Development's data collection, management, and reporting standards as referenced in 24 CFR 576.2 and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness.

A-1.11 Homeless – An individual who lacks a fixed, regular and adequate nighttime residence or an individual who has a primary nighttime residence that is:

A-1.11.1 A supervised publicly or privately operated shelter designed to provide temporary living accommodations, including welfare hotels, congregate shelters, transitional housing for the mentally ill.

A-1.11.2 An institution that provides a temporary residence for individuals intended to be institutionalized.

A-1.11.3 A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. Places that may include living on the street or under a bridge, in a park, bus terminal, railroad station, airport, abandoned building, or a car/truck/vehicle.

A-1.12 Homeless Coalition (Coalition) – An agency/organization (either for profit or non-profit) established and operating pursuant to section 420.623, Florida Statutes. The Coalition's mission is to plan, network, coordinate, and oversee the delivery of direct client services to the homeless population in the local area.

A-1.13 Lead Agency – Of the homeless CoC Lead Agency means the agency designated by the CoC planning area in accordance with section 420.624, Florida Statutes.

A-1.14 Minor Child(ren) – Means a child less than 18 years of age, or under the age of 19 if the child is a fulltime student in a secondary school or at the equivalent level of vocational or technical training and does not include anyone who is married or divorced.

A-1.15 Office on Homelessness – The office created within the Department of Children and Families to provide interagency coordination, and support to the Council on Homelessness, and other related coordination on issues relating to homelessness in accordance with section 420.622, Florida Statutes.

A-1.16 Subgrantee – A local agency within the authorized homelessness CoC planning area that the Grantee subcontracts with to provide services funded through this Grant Agreement.

SECTION 2: STATEMENT OF WORK.

There are no additional provisions to this section of the Standard Contract.

SECTION 3: PAYMENT, INVOICE AND RELATED TERMS

There are no additional provisions to this section of the Standard Contract.

SECTION 4: GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

There are no additional provisions to this section of the Standard Contract.

SECTION 5: RECORDS, AUDITS AND DATA SECURITY

There are no additional provisions to this section of the Standard Contract.

SECTION 6: PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6.1 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.

SECTION 7: OTHER TERMS

See Homeless definitions in Exhibit B2 which apply to this contract.

EXHIBIT A1- STATE AND FEDERAL LAWS, RULES AND REGULATIONS RELATING TO PERFORMANCE

As provided in Section 4.1 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract, as they may be enacted or amended from time to time. 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.

A1-1 Federal Law.

A1-1.1 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, Parts 74 and 92, and other applicable regulations.

A1-1.2 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.

A1-1.3 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.

A1-1.4 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 **N/A**. 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.

A1-1.5 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.

A1-1.6 Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for 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. 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. Employee assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

A1-1.7 If this Contract is with a sub-recipient of federal financial assistance, the Provider shall comply with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the "Super Circular"), Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200).

A1-2 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 VI 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. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

A1-3 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.

A1-4 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.

A1-5 Whistleblower'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.

A1-6 Public Records.

A1-6.1 As required by section 287.058(1)(c), F.S., 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 this Contract.

A1-6.2 As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Provider upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

A1-7 Support to the Deaf or Hard-of-Hearing.

A1-7.1 Where direct services are provided, the Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

A1-7.2 If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions 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 by the 5th business 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 14 calendar days of the effective date of this requirement.

A1-7.3 The Provider shall, within 30 days of the effective date of this requirement, 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 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

A1-7.4 The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with 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.

A1-7.5 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 deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice can be downloaded through the Internet at: http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters.

A1-7.6 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. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

A1-7.7 If customers or companions are 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.

A1-7.8 The Department requires each contract/subcontract provider agency's direct service employees to complete Serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

A1-8 Client and Other Confidential Information. State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162,. 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

A1-9 PRIDE. 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, (800) 643-8459.

A1-10 Recycled Products. 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 sections 403.7065, F.S.

A1-11 Scrutinized Companies. If this Contract is for an amount of $1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

A1-12 Federal Funding Accountability and Transparency Act (FFATA). An act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

A1-12.1 FFATA 2006. The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes $25,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.

A1-12.2 Digital Accountability and Transparency Act (DATA)2014. An expansion of the FFATA 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

A1-13 Prompt Payment and Vendor Ombudsman. 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. Any amount that is authorized for payment but 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 (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

A1-14 Timely Payment of Subcontractors. 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 7 working days after receipt of full or partial payments from the Department in accordance with section 287.0585, 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 (.005) 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 (15%) percent of the outstanding balance due.

A1-15 Employment Screening

A1-15.1. The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

a. Employment history checks;

b. Fingerprinting for all criminal record checks;

c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

f. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

A1-15.2 The Provider shall sign an affidavit each State fiscal year for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

A1-15.3 The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract Provider Agency, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Department or a Contract Provider, or if that individual is being promoted, transferred or demoted within the Department or Agency."

A1-16 Human Subject Research. The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

A1-17 Coordination of Contracted Services. Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with Section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

- Name of each contracting State agency and the applicable office or program issuing the contract.
- Identifying name and number of the contract.
- Starting and ending date of each contract.
- Amount of each contract.
- A brief description of the purpose of the contract and the types of services provided under each contract.
- Name and contact information of each Contract Manager.

A1-18 State Policies. The Provider shall comply with the polices set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

See N/A for additional laws, rules and regulations affecting performance of this Contract.

EXHIBIT B - SCOPE OF WORK

B-1 Grant Agreement Terms

B-1.1 Grant agreement terms used in this document can be found in the Florida Department of Children and Families Glossary of Contract Terms, which is incorporated herein by reference and can be obtained from the Contract Manager.

B-1.2 For the purposes of this agreement the term "grant" can be used interchangeably with the term "contract." These terms will be subject to the terms and conditions of this contract.

B-1.3 The definitions contained in the U.S. Department of Housing and Urban Development Interim Regulations published December 5, 2011, as amended and the 24 C.F.R. § 576 shall govern the Department's grant awards. Copies of these federal regulations are available by contacting the Contract Manager identified in the Department contact section.

B-1.4 Authority: For federal regulations governing the Emergency Solutions Grant Program see the following website:

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

B-2 Scope of Service

This is a one (1) year contract through which services shall be provided in St. Johns County, in accordance with the Provider's response to the Department's Emergency Solutions Grant solicitation LPZ16, incorporated herein by reference, and 24 C.F.R. § 576.

B-3 Major Contract Goals

B-3.1 Homelessness Prevention and Rapid Re-housing:
The major contract goals of homeless prevention is to assist individuals and families who are at imminent risk, or at risk, of homelessness, meaning those who qualify under the homeless definition or those who qualify as at risk of homelessness with short and medium term rental assistance and housing relocation and stabilization services to 1) prevent persons from becoming homeless in a shelter or an unsheltered situation, or 2) to help such persons regain stability in their current housing or other permanent housing. Individuals and families must have incomes below 30% Annual Median Income (AMI).

The objectives of rapid re-housing is to assist individuals and families who are literally homeless, meaning those who qualify under paragraph 1 of the definition of homeless with short and medium term rental assistance and housing relocation and stabilization services to 1) help homeless persons living on the streets or in an emergency shelter transition as quickly as possible into permanent housing, and then 2) help such persons achieve stability in that housing.

B-3.2 A minimum goal of 63 households will be served throughout the grant period.

B-4 Service Area/Locations/Times

B-4.1 Service Location - Services will be provided at:

St. Johns Health and Human Services
500 San Sebastian View, Suite 2300
St. Augustine, FL 32084

B-4.2 Service Times: Services for Prevention / Rapid Re-housing contracts will be made available to those seeking assistance within normal business hours. Monday-Friday, 8:30 am until 5 pm and those deemed necessary by the Provider to meet the needs of clients seeking service. Any change in service time shall not require an amendment to this grant, but will require the Provider to obtain written approval from the Department prior to the time change.

B-4.3 Changes in Location: The service delivery location shall not be changed without prior written approval from the Contract Manager.

B-5 Clients to be Served- General Description:

B-5.1 Prevention:
Homelessness Prevention serves extremely low income individuals and families, whose household income is below 30% AMI, at risk of becoming homeless and moving into an emergency shelter or place not meant for human habitation.

B-5.2 Rapid Re-Housing:
Rapid Re-Housing serves individuals and families who are literally homeless, currently living in an emergency shelter or place not meant for human habitation.

B-6 Client Eligibility

Client eligibility for services shall be determined by the Provider in accordance with 24 CFR § 576, the guidelines outlined in the Provider's written standards **(Exhibit B1)**, and any procedures established by the Department prior to execution of this grant.

Individuals defined as Homeless under the following categories are eligible for assistance for Homelessness Prevention (See **Exhibit B2** for HUD Category definitions):

- Category 2 – Imminent Risk of Homeless
- Category 3 – Homeless Under Other Federal Statutes
- Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)

Homeless Prevention projects have the following additional limitations on eligibility with homeless and at risk of homeless:

Must only serve individuals and families that have an annual income below 30% of AMI

Individuals defined as Homeless under the following categories are eligible for assistance for Rapid Re-housing (See **Exhibit B2** for HUD Category definitions):

- Category 1 – Literally Homeless
- Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)

B-7 Client Determination: In the event of any disputes regarding the eligibility of clients, the determination made by the Department is final and binding on all parties. Provider is directed to review the definitions of homelessness in 24 C.F.R. § 576.2 and Exhibit B2.

B-8 Equipment: It is the responsibility of the Provider to supply at its own expense, any equipment (aside from equipment purchased with funds from this grant agreement) necessary to provide services under this grant agreement. All equipment acquired under this grant agreement will be inventoried annually.

B-9 Contract Limits: This grant agreement is limited to funding from October 1, 2015, or the date of grant execution, whichever is later, to and including June 30, 2016. Funding is limited to no more than **$76,905.00** for the grant period and must be met with a dollar for dollar match requirement according to 24 C.F.R. § 576.

EXHIBIT B1
2015 Emergency Solution Grant Written Standards
Prevention/ Rapid Rehousing

Social Services Overview and Mission Statement

St. Johns County Social Services Division was created in 1978 and administers the County's assistance program aimed at reducing social and economic dependency and providing interim medical and other related services to indigent individuals and families who are residents of St. Johns County. Assistance is supplemented with referrals to appropriate local, state, or federal agencies. Some programs administered by the Division are in response to State statutory requirements for county participation, while others such as general assistance with rent and utilities, outpatient testing, physician services, medication, and hospitalization are non-mandated. Additional services include navigation, outreach and referral services for low income residents as well as provide staff support for The Health and Human Services Advisory Council. In addition, the Social Services Division provides eligibility assistance for Solid Waste Collection and the Humanitarian Waiver program. The Division is in a full partnership with The Department of Children and Families as an ACCESS partner.

The mission of the St. Johns County Division of Social Services is to reduce social and economic dependency by providing a bridge of available services to qualified individuals and families who are residents of St. Johns County. The Division will address these needs by partnering with other service providers to maximize service delivery and insure the most efficient and effective use of resources by eliminating the duplication of services.

The right to assistance carries with it the definite responsibility for maximum self-support, maximum self-direction, and active participation in plans for rehabilitation. Refusal by an applicant to cooperate in providing complete, honest and accurate information during the application process; or the refusal to accept and pursue an appropriate referral to another government or private agency will cause the application to be denied.

Emergency Solutions Grant Overview

The Emergency Solutions Grant (ESG) Program is a federally funded program awarded to the State of Florida through the Department of Housing and Urban Development (HUD). The State of Florida is required to distribute the grant for projects operated by local government agencies or private non-profit organizations.
The ESG program is designed as the first step in a continuum of assistance that addresses homelessness and enables the homeless population to move steadily toward independent living. The Continuum of Care (CoC) model is based on the understanding that homelessness is not caused simply by a lack of shelter, but is caused by a variety of underlying human and social conditions. HUD believes the best approach for alleviating homelessness is to establish a community-based process that provides a comprehensive response to the diverse needs of homeless persons. The fundamental components of a CoC system are:

1) Outreach and assessment to identify a homeless person's needs;
2) Immediate (emergency) shelter as a safe, decent alternative to the streets;
3) Transitional housing with appropriate supportive services to help people achieve independent living; and
4) Permanent housing or permanent supportive housing for the disabled homeless.

Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG

Verification of Identity
Applicants are required to provide photo identification when applying for services or proof of application for Florida Identification Card or Florida Driver's License.

County Residency
Applicants for all types of services provided through St. Johns County must be physically residing in St Johns County. Persons are considered County residents when they establish and maintain a living arrangement, outside of an institution, which they, or someone

responsible for them, consider to be their home. The length of time a person physically resides in the County will not be a determining factor provided they don't maintain a residence in another County or State. Students who are away from home attending school will be considered residents of the County in which their parents live if they are claimed as dependents by their parents for Income Tax purposes.

Income Criteria

Rapid Re-Housing- No AMI requirement at intake; however at the 12 month evaluations 30% AMI for St Johns county is a requirement.

Prevention-Individuals and families must have income at or below 30% AMI for St Johns County medium income to qualify.

Income sources will include:

- Earnings from employment
- Pensions (Social Security, any type of retirement benefit, annuity, etc.)
- Workmen's Compensation (monthly payments and/or cash settlements)
- Unemployment Compensation
- Any type of welfare benefit (i.e., TANF, etc.)
- Child Support
- Alimony
- Self-employment earnings

To determine a family unit's medium household income, staff will first need to determine who is in the applicant's family unit. A family unit is defined as one or more persons residing together in the same household, whose needs, income and assets are included in the household budget, excluding roomers and boarders. Household members/family unit include the applicant, legal spouse, partner, dependent children, stepchildren, adopted children, partner's children, and blood relatives under the age of 18, unrelated minor children for whom the individual has legal guardianship or custody, legal guardian or natural parents of minor children, minor siblings. Birth certificates for children under age 18 will be required. All income will be verified, documented and annualized.

Application Process

St Johns County Social Services Division will accept applications for the Prevention/Rapid Re-Housing Grant program during regular scheduled office hours Monday – Friday, 8:00 am - 4:00pm. The Division will not discriminate based on race, religion, ethnicity, age, gender or sexual preference. The Division will assist applicants by making appropriate referrals to other available community resources that could be utilized.

1. Application for assistance is made at the Division office located in the County Health and Human Services Center or the Hastings office.
2. Upon an initial pre-screening by Office Specialist an ESG Application Packet will be given and appointment made if applicable, applications are taken on a first come first serve basis.
3. ESG Application Packet will be provided to client, the cover sheet of packet list the documentation that must be provided to determine eligibility.
4. Applicant must provide identification and be a St Johns County resident.
5. Applicant is interviewed by Division staff to review completeness of forms.
6. Staff will provide the applicant with a written description if any additional information or forms are needed to complete the application process.
7. Upon review of application and supporting documents, a tentative decision is determined at that time a follow up appointment is made.
8. Case Specialist at the client's appointment will complete a case plan which includes setting goals and a stabilization plan. Within 48 business hours of the tentative decision, a voucher that list the assistance being provided will be given to the applicant to obtain necessary signatures from landlord and/or utility companies for their authorization.
9. If staff determines at the initial interview that the client will not qualify for assistance through the program, the client will be informed by providing them with a denial form with the reason for denial. The Client will be screened for all available Social Services programs and referred to any other available resources for assistance.

An eligible client must meet the definition of homeless and at-risk homeless set forth in 24 CFR 576.2.

Homelessness:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

At risk of homelessness:

(1) An individual or family who:

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

(ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section; and

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;
(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance

- St Johns County Social Services Division will grant priority or first preference to assisting households with children or youth exiting from state care to the maximum extent possible but will be available to all St Johns County residents.
- The St Johns County Social Services Division has two locations available to assist eligible households. Our main office is located at 200 San Sebastian View, Suite 2300 , St Augustine FL 32084, our Hastings Office is located at 303 McClung Av., Hastings FL 32145.
- Upon an initial pre-screening by Office Specialist an ESG Application Packet will be given and appointment made if applicable, applications are taken on a first come first serve basis.
- At appointment if the application is incomplete the Case Specialist will provide the applicant with a written description of any additional information or forms needed to complete the application process.
- The client will work with the Case Specialist to develop an initial stabilization plan based on the Family Development Survey, a self-assessment form completed by the client. The Client and Case Specialist work together using the Family Development Survey to complete the Outcome Program Matrix to develop goals and a case plan. The client will meet with the Case Specialist a minimum of once monthly to discuss progress or challenges they are experiencing in meeting their individual and or family's needs.

- **ESG-Rapid Rehousing:** Individuals and families defined as Homeless under the following categories are eligible for assistance in RRH projects:

  Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

  Category 1 – Literally Homeless

  - Has a primary nighttime residence that is a public or private place not meant for human Habitation
  - Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); **or**
  - is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)

- **ESG-Prevention:** Individuals and Families defined as Homeless under the following categories are eligible for assistance in Prevention projects:

  Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects.

  At risk of homelessness includes the following categories:
  - **Category 2 – Imminent Risk of Homeless**-Individual of family who will imminently lose their primary nighttime, residence, provided that:
    - Residence will be lost within 14 days of the date of application for homeless assistance;
    - No subsequent residence has been identified; and
    - The individual or family lacks the resources or support networks needed to obtain other permanent housing.
  - **Category 3 – Homeless Under Other Federal Statutes**- Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
    - Are defined as homeless under the other listed federal statutes;
    - Have not had a lease, ownership interest, or occupancy agreement in permanent Housing during the 60 days prior to the homeless assistance application;
    - Have experienced persistent instability as measured by two moves or more during the preceding 60; **and**
    - Can be expected to continue in such status for an extended period of time due to special needs or barriers
  - **Category 4 – Fleeing/Attempting to Flee DV**

  Prevention projects have the following additional limitations on eligibility with homeless and at risk of homeless:
  - Must only serve individuals and families that have an annual income below 30% of AMI

Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance

At program entry, St Johns County Social Services Division will not require a participant to pay a share of rent or utilities in order to receive assistance for either the homeless prevention or rapid re-housing grant funds.

At re-evaluation, if additional financial assistance is required the participant may be required to share a cost of rent and/or financial assistance. The amount of participant's financial share will be based on a case by case basis. In order to best assist the most vulnerable clients, with the goal of becoming self- sufficient: a step down percentage of monthly allocations may be allowed depending on their financial situation for up to 9 months to insure housing stability.

Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time

St Johns County Social Services Division will work with the Case Specialist to develop an initial case stabilization plan based on the Family Development Survey which is completed by the clients. The Client and Case Specialist work together using the Family Development Survey to complete the Outcome Program Matrix to develop goals and a case plan. The client will meet with the Case Specialist a minimum of once monthly to discuss progress or challenges they are experiencing in meeting their individual and or family's needs. Depending on the client's individual case plan and needs, the initial duration of financial assistance will be determined. If it has been determined that the client is in need of mid-term assistance the Case Specialist will staff the case with the Senior Case Specialist, during this staffing it will be determined what type of additional financial assistance is needed.

Eligibility determination will be scheduled between the 1st and 15th every 3 months if additional financial assistance is required. Case management reviews will be conducted monthly for 12 months following the last date of financial assistance.

Applicants can receive financial assistance up to the maximum agency limit of $10,000 and will not exceed the HUD limit of 24 months.

Financial Assistance Costs – to assist clients with:

- Utility Assistance - may include current utility bills for up to 9 months. A one-time payment of up to 6 months of utility bills (excluding late fees).
- Rental Application Fees – as required by landlord per adult in each household (excluding pet deposit)
- Rental appears up to 6 months (excluding late fees and pet deposit).
- 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.

The maximum level of financial assistance to an eligible household:

- Rental Assistance – maximum of $1,502.00 per month
- Rental Security Deposits – maximum of $1,502.00 (up to two months if required by landlord).
- Utility Assistance – maximum of 700.00 per month
- Utility Deposits – amount as required by utility company.

Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance; or the maximum number of times the program participant may receive assistance

- St Johns County Social Services Division will assistance families or individual with these grant funds to allow participants to stay in existing or to help them select and obtain suitable housing. The eligible activities will include rental assistance short term (up to 3 months) or medium term (4-9 months). A onetime payment of rental arrears assistance up to 6 months can be authorized.
- After 3 months the applicant will be re-evaluated to determine if additional assistance is required.
- The amount of participant's financial share will be based on a case by case basis. In order to best assist the most vulnerable clients, with the goal of becoming self- sufficient: a step down percentage monthly may be allowed depending on their financial situation for up to 9 months to insure housing stability.
- The average payment per applicant is $3,000 with a maximum of $10,000 for the duration of assistance in the program.
- Payment will be paid only to third party vendors such as landlords and utility companies.
- Families or individuals already receiving Section 8 HUD assistance are not eligible with assistance with the ESG funds.
- Assistance with application fees can be provided per adult in household amount determined by landlord.
- Rental assistance limit is a maximum of $1,502 per month.
- Security deposits equal to no more than 2 months' rent not to exceed $1,502 per month.
- Last month's rent if necessary to obtain housing for a program participant, provided it does not exceed one months' rent.
- Utility payment limit is a maximum of $700 per month.
- Utility deposit limit is amount determined by utility company. Utility payments can be provided up to 9 months; assistance with arrears payments can only be up to 6 months (excluding late fees). Utility service must be in participant name and total assistance cannot exceed $2,000.

HMIS participation

St Johns County Social Services Division is committed to participate with our county's Homeless Management Information System (HMIS). The Division is committed to complying with HMIS requirements by training all staff on using the system. By completing data entry, monitoring and reviewing data quality, completing data analysis and reporting all pertinent information to the HMIS lead. St Johns County Social Services Division will track the applicant's household housing status by conducting case management reviews and HMIS monitoring.

Coordination of mainstream benefits/coordinated assessment

St Johns County Social Services Division is successful in assisting clients in receiving mainstream benefits and resources. The Division is an Access Partner with DCF to provide an avenue where St Johns County residents can apply for benefits such as Supplemental

Nutritional Assistance (SNAP), Medicaid and Temporary Cash Assistance. Once a week, we provide space for a representative from DCF to meet with clients to preform duties that our agency is not authorized to do such as authenticate client ID's and unlock accounts. Several of our Division staff has attended SOAR (SSI/SSDI Outreach, Access, and Recovery) training and we currently have one staff assigned full time to assist eligible individuals with their applications.

The St Johns County Social Services Division works with all homeless service provider agencies in St Johns County utilizing a coordinated intake and assessment process via an "any door" service strategy. Intake workers at each location use standardized intake, assessment and referral procedures and tools and enter all data directly into a shared HMIS database. ShelterPoint is available to identify open beds within all service provider agencies, excluding the domestic violence shelter. Shelter referrals are based on need rather than first available. We are a small community with limited shelter and housing resources therefore it's a simplified process. This Division will work with all agencies in utilizing Bowman Systems ServicePoint as our HMIS database and centralized intake process.

Ineligible costs include but are not limited to

- Construction or rehabilitation
- Credit card bills
- Car repair or transportation costs
- Travel costs
- Moving costs
- Relocation costs
- Food
- Medical and dental care, including medications
- Clothing and grooming
- Home Furnishings
- Child care
- Pet care
- Entertainment
- Work or education related materials

Grievance Policy and Procedures

In case of a denial of assistance the process by which an applicant can appeal the decision will be, the applicant must appeal a decision within 10 working days of the decision by writing a letter to the St Johns County Social Services Division requesting an appeal staffing. The applicants will then present their case before the Social Services Manager, a Case Specialist and Contract Coordinator or Department designee. From the findings of the appeal a final decision will be made within 48 working hours of the staffing. If the applicant is still not satisfied with the decision made, St Johns County Health and Human Services has a grievance and appeal process that we encourage our clients to use if dissatisfied with a decision. If the applicant would like to file a formal grievance, they can do by filing a complaint using SJC PRIDE online system at: http://www.sjcfl.us/CodeEnforcement/PRIDE.aspx. All concerns, complaints and grievances received are responded to promptly and appropriately.

EXHIBIT B2

HOMELESS DEFINITION

CRITERIA FOR DEFINING HOMELESS

Category 1	(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (I) Has a primary nighttime residence that is a public or private place not meant for human Habitation; (II) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); **or** (III) is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
Category 2	(2) Individual of family who will imminently lose their primary nighttime, residence, provided that: (I) Residence will be lost within 14 days of the date of application for homeless assistance; (II) No subsequent residence has been identified; **and** (III) The individual or family lacks the resources or support networks needed to obtain other permanent housing.
Category 3	(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (I) Are defined as homeless under the other listed federal statutes; (II) Have not had a lease, ownership interest, or occupancy agreement in permanent Housing during the 60 days prior to the homeless assistance application; (III) Have experienced persistent instability as measured by two moves or more during the preceding 60 days; **and** (IV) Can be expected to continue in such status for an extended period of time due to special needs or barriers
Category 4	(4) Any individual or family who: (I) is fleeing, or is attempting to flee domestic violence; (II) Has no other residence; **and** (III) Lacks the resources or support networks to obtain other permanent housing

EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1 Service Tasks

C-1.1 The Provider shall provide services in accordance with the Proposed Activities as described in the Provider's response to Grant Application LPZ16, incorporated herein by reference, within the limits of the approved Budget (**Exhibit F3**), and the Task Limits contained herein.

C-1.2 Task List - Provider must develop written standards and procedures (**Exhibit B1**) for providing assistance in accordance with 24 C.FR. 576.400(e). The written standards must be approved by the Department prior to grant execution. The tasks to be performed under this contract must comply with the written standards and all applicable rules, regulations, and policies related to the ESG Program. The following are allowable tasks under this contract (for a complete list of allowable expenditures see **Exhibit C2**):

Component: Rapid Re-Housing. These activities are designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and short-and/or medium-term rental assistance. §576.104		
Activity types:		
Rental Assistance	**Housing Relocation and Stabilization Services**	
Eligible costs: • Short-term rental assistance – up to 3 months • Medium-term rental assistance – more than 3 months but not more than 24 months • Rental arrears – one-time payment for up to six months of rent in arrears (including any late fees).	**Financial Assistance**	**Services Costs**
	Eligible costs: • Rental Application Fees • Security Deposits • Last Month's Rent • Utility Deposits • Utility Payments • Moving Costs	Eligible costs: • Housing Search and Placement • Housing Stability Case Management • Mediation • Legal Services • Credit Repair

Component: Homelessness Prevention. These activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for humans through housing relocation and stabilization services and short-and/or medium-term rental assistance. §576.103	
Activity types:	
Rental Assistance **	**Housing Relocation and Stabilization Services**

Eligible costs:	Financial Assistance	Services Costs
• Short-term rental assistance • Medium-term rental assistance • Rental arrears **Rental assistance can be project-based or tenant-based.	Eligible costs: • Rental Application Fees • Security Deposits • Last Month's Rent • Utility Deposits • Utility Payments • Moving Costs	Eligible costs: • Housing Search and Placement • Housing Stability Case Management • Mediation • Legal Services • Credit Repair

C-1.2.1 HMIS (Homeless Management Information System)

Providers must participate fully in the Homeless Management Information System (HMIS). HMIS requirements are outlined in 24 C.F.R. § 576.107. Accordingly, only Providers who commit to participate in HMIS will be eligible for the Emergency Solutions Grant funding. Section 605 of the Violence Against Women Act of 2005 amended the McKinney-Vet Homeless Assistance Act to prohibit victim service providers from entering personally identifiable information into an HMIS database. This law applies to Providers receiving Violence Against Women Act and/or Family Violence Prevention and Service Act funding. Domestic violence service providers are not required to participate in HMIS, but shall provide aggregate service data on persons and outcomes achieved.

Eligible costs include, but are not limited to*:

- Hardware equipment and software costs
- Staff salaries for operating HMIS
- Training and overhead (participation fees charged by the lead agencies)
- Obtaining technical support

*Activities funded under this component must comply with HUD's standards on participation, data collection and reporting under a local HMIS in HUD's December 5, 2011 Interim Rule as amended. For a complete list of eligible costs see 24 C.F.R. § 576.107.

C-1.2.2 Continuum of Care Centralized or Coordinated Assessment System: The Department shall require all grant providers to submit a certification from the designed continuum of care lead agency that the Provider is using the assessment system. If the continuum of care has not yet developed such a coordinated assessment system in accordance with HUD's December 5, 2011 Interim Rules requirement, the continuum lead agency shall provide written documentation of this. Victim service providers may choose not to use the continuum's coordinated assessment system. If so, the victim service provider shall document this decision in writing.

C-1.2.3 Additional Federal and State Requirements. There are additional federal and state assurances and certification that the Provider must comply with, including all ordinances, codes, and statutes relating to building, health, fire, safety, sanitation, zoning and the environment, as well habitability standards for all housing units occupied by assisted participants.

C-1.2.4 Religious Organizations - Providers shall be aware of and comply with regulations and requirements set forth in 24 C.F.R. § 576.23, ESG Program: Stewart B. McKinney Homeless Assistance Act. Organizations that are religious or faith based are eligible, on the same basis as any other organization, to participate in the ESG program. Neither the Federal government nor a state or local government receiving funds under ESGs programs shall discriminate against an organization on the basis of the organization's religious character or affiliation. Provisions set forth generally require that when services are funded under the ESG program the services will be provided in a way that is free from religious influences.

C-1.2.5 Non-Discrimination and Equal Opportunity – Providers shall make facilities and services available to all on a nondiscriminatory basis, and publicize the facilities and services. The procedures the provider uses to convey the availability of such facilities and services should reach persons with handicaps or persons of any particular race, color, religion, sex, age, familial status, or national origin within their service area who may qualify for them. If not, the providers shall establish additional procedures that will ensure that these persons are made aware of the facilities and services. Providers shall adopt procedures to disseminate information to anyone who is interested regarding the existence and location of handicap accessible services or facilities.

Providers shall also comply with the requirements of 24 CFR Parts 5, 200, 203, et al Equal Access to Housing in HUD Programs regardless of Sexual Orientation or Gender Identity.

C-2 Administrative Tasks

C-2.1 Staffing

C-2.1.1 The Provider will maintain sufficient and appropriate staff to deliver the proposed services reflected in the grant agreement. The Provider shall maintain an adequate administrative organizational structure and support staff to conduct its contractual responsibility, including intake and evaluation of applications for assistance and case management of client's receiving assistance.

C-2.1.2 The Provider shall replace any employee, whose continual presence would be detrimental to the success of the project, as may be determined by the Department.

C-2.2 Administrative Costs. Providers may use up to 5% of Emergency Solutions Grant funding for costs related administrative activities (general management, oversight, and coordination) as defined in 24 C.F.R. § 576.108. Eligible costs include, but are not limited to:

C-2.2.1 Salaries, wages, and related costs of the Provider's staff, or other staff engaged in program administration;

C-2.2.2 Travel costs incurred for monitoring of subgrantees;

C-2.2.3 Costs associated with conducting Environmental Reviews conducted required under 24 CFR § 576.407;

**See 24 C.F.R. § 108 for complete list.

C-2.3 Professional Qualifications: Minimum professional qualifications for staff shall be determined by the Provider. The position descriptions as described in the Provider's application submitted in response to the grant applications shall remain in place until written approval for any changes is obtained from the Department.

C-2.4 Subcontracting: This grant agreement allows the Provider to subcontract only for services described in the Provider's response to Grant Application LPZ16 that are described as being in need of subcontracting. All subcontracting is subject to the provisions of Section 4 of the Standard Contract Agreement and must have prior approval from the Department. The Provider may not subcontract services not listed in their response to Grant Application LPZ16.

C-2.5 Records and Documentation

C-2.5.1 To the extent that information is utilized in the performance of the resulting 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 Provider's refusal to comply with Chapter 119., F.S., shall constitute an immediate breach of the resulting grant agreement, which entitles the department to unilaterally cancel the

grant agreement. The Provider is required to notify the Department in writing of any requests made for public records.

C-2.5.2 All documents pertaining to the program shall be retained by the Provider 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 record retention period, the Provider agrees to provide all documents required to be retained upon demand by the Department.

C-2.5.3 The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs of any fine or penalty imposed as a result of improper disclosure by the Provider of confidential records that may be maintained manually or electronically.

C-2.6 Reports (programmatic and to support payment)

C-2.6.1 The Provider shall submit monthly and quarterly HMIS Consolidated Annual Performance and Evaluation Reports (CAPER) on all activity conducted with ESG funds as indicated on the reports; and

C-2.6.2 Submit monthly invoice (**Exhibit F1**) for reimbursement with the required supporting documentation for ESG services provided during the covered period. This includes a monthly HMIS report that documents number of persons served. This MUST be a report generated by HMIS system (or similar for Domestic Violence Providers), no self-filled out forms will be accepted.

C-2.6.3 The Provider shall maintain and submit to the Department the following reports:

Report Title	Reporting Frequency	Report Due Date	Number of Copies	DCF Office to receive report(s)
Invoice **(Exhibit F1)**	Monthly	15th of each month following service, or next business day if Saturday, Sunday or holiday	1	Contract Manager
Monthly Performance and Match Report **(Exhibit F2)**	Monthly with invoice	15th of each month following service, or next business day if Saturday, Sunday or holiday	1	Contract Manager
HMIS CAPERS/APR Report (# of persons served monthly and year to date)	Monthly with invoice	15th of each month following service, or next business day if Saturday, Sunday or holiday	1 each	Contract Manager and Office on Homelessness
HMIS CAPER/APR Performance Report	Quarterly with invoice	15th of month following the end of December, March and June	1 each	Contract Manager and Office on Homelessness
HUD Annual Performance Report	Annually	July 15 (for grant period ending 06/30/2016)	1 each	Contract Manager and Office on Homelessness

Note: all reports submitted must contain the following statement and be signed by an authorized representative of the Provider.

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and case receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise."

C-2.6.4 The Provider shall submit the required reports listed in the above chart to the Contract Manager at the following address:

Florida Department of Children and Families
Northeast Florida – Contract Management Unit
5920 Arlington Expressway
Jacksonville, Florida 32211
Attention: Marjorie Grove, GOCII

C-2.6.5 And where indicated to the State Office on Homelessness at the following address:

Department of Children and Families
State Office on Homelessness
1317 Winewood Blvd, Building 3, Room 201
Tallahassee, FL 32399-0700

C-2.6.6 Where the grant requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act.

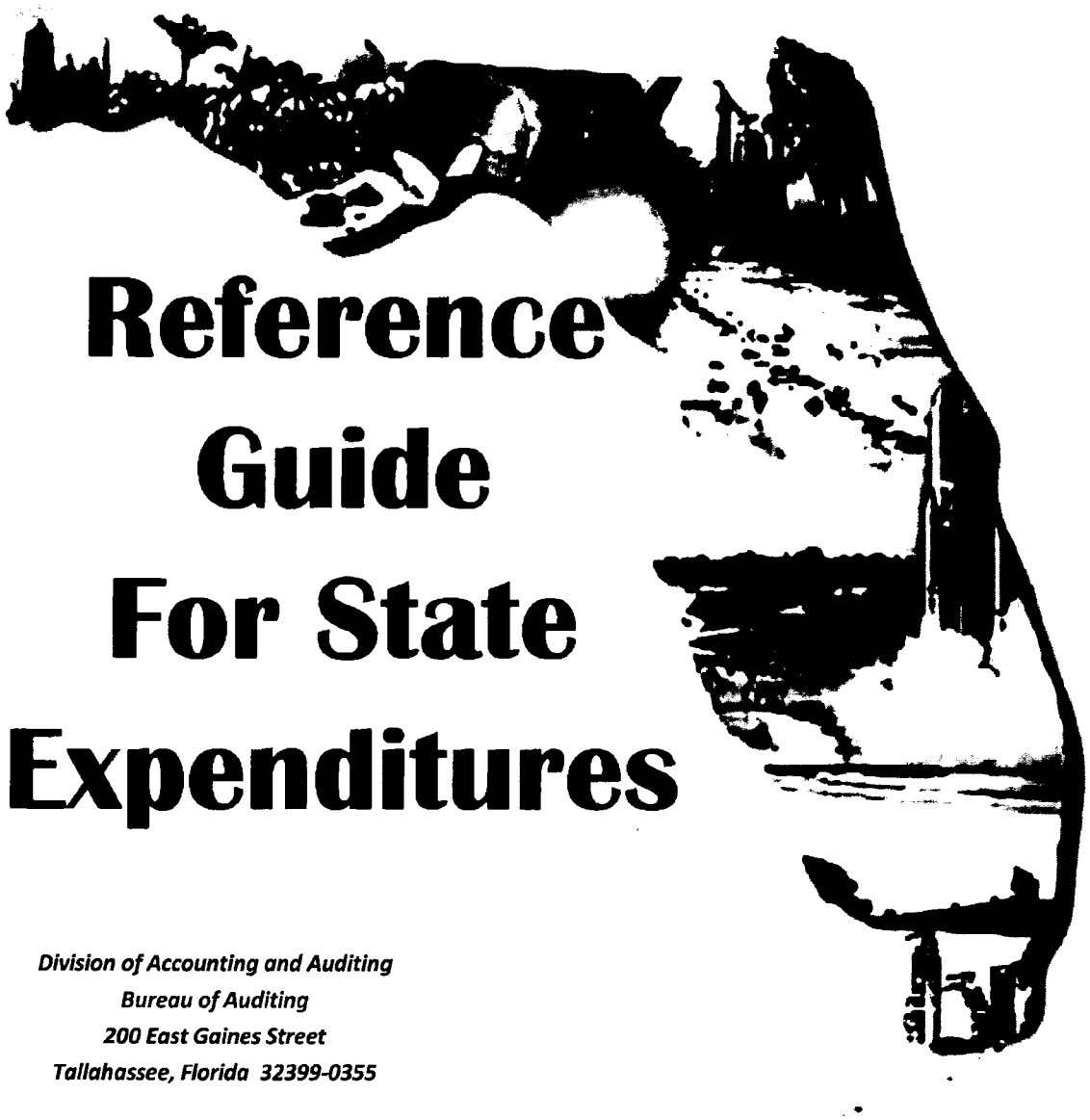
C-2.6.7 The Department or the Department of Financial Services reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the grant agreement or the Department of Financial Services Reference Guide for State Expenditures **(Exhibit C1)**. The Department, at its option, may allow additional time within which the Provider may remedy the objections noted by the Department, or the Department may, after having given the Provider a reasonable opportunity to complete, make adequate or acceptable, and declare this grant agreement to be in default.

C-2.6.8 On a monthly basis, the Provider will report the matching expenditure dollars and in-kind contributions **(Exhibit F2)** with the monthly performance reports submitted to the Grant Manager and Office on Homelessness. In-kind contributions may be evaluated and counted as all or part of the match. In addition, the Provider shall report match with invoices submitted for reimbursement for the corresponding month of service to the Grant Manager for approval. The report will be due not later than fifteen (15) calendar days following the end of the month to the Grant Manager. Grant Managers may require additional reports regarding and substantiating claimed match as deemed necessary, and will request these from the Provider if needed.

C-2.6.9 The Provider shall maintain client files containing all required documentation to support service provision and make these available to the Department upon request.

EXHIBIT C1

Department of Financial Services



Reference Guide For State Expenditures

Division of Accounting and Auditing
Bureau of Auditing
200 East Gaines Street
Tallahassee, Florida 32399-0355

Invoice Requirements

The following requirements apply to all invoices submitted for payment.

1. *An invoice submitted for payment must be a legible copy. The original invoice is maintained by the agency. If an agency is filing a copy of the invoice as its original, it must contain the statement "original invoice not available, agency records show that this obligation has not been previously paid" with the signature of the person certifying the statement. Thermo fax copies, because of their temporary nature, shall not be filed as the original at the agency. It should be copied on a standard photocopy machine.*

2. *Invoices for commodities must clearly reflect a description of the item or items, number of units and cost per unit. Numerical code descriptions alone will not be accepted.*

3. *Invoices for services must also clearly reflect the specific deliverables that must be provided and accepted prior to payment.*

    i. *Invoices for fixed unit rate agreements must show the number of units and cost per unit.*

    ii. *Invoices for agreements paid out on a reimbursement basis or a fixed rate for a specific time*

    period, e.g. quarterly, monthly, etc., must identify the deliverables provided or be supported by documentation (such as a progress report) that clearly reflects the deliverables provided during the invoice period. Documentation must evidence that the minimum performance standards were met.

4. *No balances for prior purchases will be paid unless supported by an invoice.*

5. *A statement will not be paid unless it can be clearly shown that the vendor intended it to be used as an invoice that meets all invoice requirements.*

6. *All invoices shall be processed in accordance with s. 215.422, F.S., and the rules set forth in Rule 69I-24, F.A.C.*

7. *Invoices that are split payments require information showing the distribution of charges between funds for such invoice and a cross-reference of the statewide document numbers for all related vouchers.*

8. *Invoices and other supporting documentation included in a voucher must be grouped by vendor and arranged in the same order as the vendors are listed on the voucher schedule. If the voucher includes multiple invoices from the same vendor, the voucher must include a calculator tape or other evidence showing that the total of the invoices is equal to the amount shown on the voucher schedule.*

9. *Acronyms and non-standard abbreviations for programs or organizational units within an agency should not be used in the supporting documentation unless an explanation is also included.*

PAYMENT PROCESSING - AGREEMENTS FOR SERVICES

These payment processing requirements apply to agreements for services provided by vendors and recipients/sub-recipients.

Agencies are required to complete and submit a ***Contract Summary Form*** *with each payment for agreements for services (including payments to recipients/sub-recipients). The Contract Summary Form information will be used by the Bureau of Auditing to pre-audit the invoice so the form must be complete and reflect specific information* ***from the agreement.*** *Information should clearly identify the specific deliverables including the minimum performance requirements and the payment criteria (compensation) for each deliverable. This information may be included on an attachment if there is insufficient space on the form.*

The Summary Form is available on the Department of Financial Services website at ***www.myfloridacfo.com/aadir/summary_csa.htm.***

In addition to the requirements listed in "Invoices" and "Payment Processing," agreements for services require ***additional*** *documentation based on the method of payment.*

Cost Reimbursement

Agencies must submit an itemized invoice by expenditure category (salaries, travel, expenses, etc.). Each agency is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the agency is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Supporting documentation shall be maintained in support of expenditure payment requests for cost reimbursement contracts as provided in Comptroller's Memorandum No. 04 (1996-97). Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Types and examples of supporting documentation for cost reimbursement agreements:

Salaries: *A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.*

Fringe benefits: *Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.*
Exception: *Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.*

Travel: *Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher.*

Other direct costs: *Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.*

In-house charges: *Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed based on a usage log which shows the units times the rate being charged. The rates must be reasonable.*

Indirect costs: *If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.*

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

Above references taken from pages 30-31 and 41-42 of the Department of Financial Services, Reference Guide on State Expenditures.

Exhibit C2

Applicable Homelessness Prevention and Rapid Re-housing Regulations 24 C.F.R. § 576

§ 576.103 Homelessness prevention component.
ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in § 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short-term and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400.

§ 576.104 Rapid re-housing assistance component.
ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in § 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400.

§ 576.105 Housing relocation and stabilization services.
(a) ***Financial assistance costs.*** Subject to the general conditions under § 576.103 and § 576.104, ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs:
(1) ***Rental application fees.*** ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.
(2) ***Security deposits.*** ESG funds may pay for a security deposit that is equal to no more than 2 months' rent.
(3) ***Last month's rent.*** If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3-year period.
(4) ***Utility deposits.*** ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.
(5) ***Utility payments.*** ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.
(6) ***Moving costs.*** ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.
(b) ***Services costs.*** Subject to the general restrictions under § 576.103 and § 576.104, ESG funds may be used to pay the costs of providing the following services:
(1) ***Housing search and placement.*** Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:
(i) Assessment of housing barriers, needs, and preferences;
(ii) Development of an action plan for locating housing;
(iii) Housing search;

(iv) Outreach to and negotiation with owners;
(v) Assistance with submitting rental applications and understanding leases;
(vi) Assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
(vii) Assistance with obtaining utilities and making moving arrangements; and
(viii) Tenant counseling.
(2) ***Housing stability case management.*** ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:
(A) Using the centralized or coordinated assessment system as required under § 576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
(B) Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
(C) Counseling;
(D) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
(E) Monitoring and evaluating program participant progress;
(F) Providing information and referrals to other providers;
(G) Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
(H) Conducting re-evaluations required under § 576.401(b).
(3) ***Mediation.*** ESG funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
(4) ***Legal services.*** ESG funds may pay for legal services, as set forth in § 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.
(5) ***Credit repair.*** ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.
(c) ***Maximum amounts and periods of assistance.*** The recipient may set a maximum dollar amount that a program participant may receive for each type of financial assistance under paragraph (a) of this section. The recipient may also set a maximum period for which a program participant may receive any of the types of assistance or services under this section. However, except for housing stability case management, the total period for which any program participant may receive the services under paragraph (b) of this section must not exceed 24 months during any 3-year period. The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.
(d) ***Use with other subsidies.*** Financial assistance under paragraph (a) of this section cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

§ 576.106 Short-term and medium-term rental assistance.
(a) ***General provisions.*** Subject to the general conditions under § 576.103 and § 576.104, the recipient or subrecipient may provide a program participant with up to 24 months of rental assistance during any 3-year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance.
(1) Short-term rental assistance is assistance for up to 3 months of rent.
(2) Medium-term rental assistance is assistance for more than 3 months but not more than 24 months of rent.
(3) Payment of rental arrears consists of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.
(4) Rental assistance may be tenant-based or project-based, as set forth in paragraphs (h) and (i) of this section.
(b) ***Discretion to set caps and conditions.*** Subject to the requirements of this section, the recipient may set a maximum amount or percentage of rental assistance that a program participant may receive, a maximum number of months that a program participant may

receive rental assistance, or a maximum number of times that a program participant may receive rental assistance. The recipient may also require program participants to share in the costs of rent.

(c) ***Use with other subsidies.*** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

(d) ***Rent restrictions.***

(1) Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.

(2) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

(e) ***Rental assistance agreement.*** The recipient or subrecipient may make rental assistance payments only to an owner with whom the recipient or subrecipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the recipient or subrecipient a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.

(f) ***Late payments.*** The recipient or subrecipient must make timely payments to each owner in accordance with the rental assistance agreement. The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The recipient or subrecipient is solely responsible for paying late payment penalties that it incurs with non-ESG funds.

(g) ***Lease.*** Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. For program participants living in housing with project-based rental assistance under paragraph (i) of this section, the lease must have an initial term of one year.

(h) ***Tenant-based rental assistance.***

(1) A program participant who receives tenant-based rental assistance may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as the program participant continues to meet the program requirements.

(2) The recipient may require that all program participants live within a particular area for the period in which the rental assistance is provided.

(3) The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:

(i) The program participant moves out of the housing unit for which the program participant has a lease;

(ii) The lease terminates and is not renewed; or

(iii) The program participant becomes ineligible to receive ESG rental assistance.

(i) ***Project-based rental assistance.*** If the recipient or subrecipient identifies a permanent housing unit that meets ESG requirements and becomes available before a program participant is identified to lease the unit, the recipient or subrecipient may enter into a rental assistance agreement with the owner to reserve the unit and subsidize its rent in accordance with the following requirements:

(1) The rental assistance agreement may cover one or more permanent housing units in the same building. Each unit covered by the rental assistance agreement ("assisted unit") may only be occupied by program participants, except as provided under paragraph (i)(4) of this section.

(2) The recipient or subrecipient may pay up to 100 percent of the first month's rent, provided that a program participant signs a lease and moves into the unit before the end of the month for which the first month's rent is paid. The rent paid before a program participant moves into the unit must not exceed the rent to be charged under the program participant's lease and must be included when determining that program participant's total rental assistance.

(3) The recipient or subrecipient may make monthly rental assistance payments only for each whole or partial month an assisted unit is leased to a program participant. When a program participant moves out of an assisted unit, the recipient or subrecipient may pay the next month's rent, *i.e.*, the first month's rent for a new program participant, as provided in paragraph (i)(2) of this section.

(4) The program participant's lease must not condition the term of occupancy to the provision of rental assistance payments. If the program participant is determined ineligible or reaches the maximum number of months over which rental assistance can be provided, the recipient or subrecipient must suspend or terminate the rental assistance payments for the unit. If the payments are suspended, the individual or family may remain in the assisted unit as permitted under the lease, and the recipient or subrecipient may resume payments if the individual or family again becomes eligible and needs further rental assistance. If the payments are terminated, the rental assistance may be transferred to another available unit in the same building, provided that the other unit meets all ESG requirements.
(5) The rental assistance agreement must have an initial term of one year. When a new program participant moves into an assisted unit, the term of the rental assistance agreement may be extended to cover the initial term of the program participant's lease. If the program participant's lease is renewed, the rental assistance agreement may be renewed or extended, as needed, up to the maximum number of months for which the program participant remains eligible. However, under no circumstances may the recipient or subrecipient commit ESG funds to be expended beyond the expenditure deadline in § 576.203 or commit funds for a future ESG grant before the grant is awarded.
(j) ***Changes in household composition.*** The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

EXHIBIT D – DELIVERABLES

Provider is required to meet these deliverables as part of compliance for funding received under the Emergency Solutions Grant:

D-1 Prevention and Re-housing:

D-1.1 A minimum of nine (9) households per month will be served. Supporting the above, the Provider shall input service data into the HMIS and submit to the Department the monthly report generated by this system, which will include the number of households served during the reporting month and the year-to-date from date of execution of the contract.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 Minimum Performance Measures

E-1.1 Performance measures are proposed to be used jointly by the Department and the Continuum of Care planning lead agency to assess the performance of the Department's funded Providers under the 2015 Emergency Solutions Grant.

E-1.2 Performance Measure:

E-1.2.1 At least 35% of the participants served remain housed by the end of the grant period (June 30, 2016).

E-2 Performance Evaluation Methodology

E-2.1 Performance measure above shall be calculated as follows:

$$\frac{\text{\# of participants served remained housed by the end of the grant period (June 30, 2016)}}{\text{Total number of clients served during the reporting period}} \text{ equals at least 35\%}$$

E-3 Compliance with the above will be determined by reviewing related HMIS data and the HUD APR Report.

EXHIBIT F - METHOD OF PAYMENT

F-1 Cost Reimbursement

F-1.1 Costs associated with carrying out services under this grant agreement will first be paid by the Provider. The Provider will submit invoices for eligible costs to the Department for reimbursement in accordance with the Department of Financial Services Reference Guide For State Expenditures which is incorporated by reference. A copy can be requested upon request to the Grant Manager or located at the Florida Department of Financial Services website.

F-1.2 This is a cost reimbursement grant. The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of this grant agreement for a total dollar amount not to exceed **$76,905.00**, subject to the availability of funds, and the Provider's required match of 100 percent. This project is funded by an Emergency Solutions Grant for the homeless from the U.S. Department of Housing and Urban Development.

F-1.3 The Provider shall request reimbursement on a monthly basis through a submission of a properly completed Invoice **(Exhibit F1)**, not later than fifteen (15) days following the end of the month for which reimbursement is being requested. Charges on the invoice must have supporting documentation attached. Invoices, supporting documentation and reports shall be submitted in a systematic well-organized packet as determined by the Department's Grant Manager. Payment shall be contingent upon receiving and accepting the invoice and all required reports and supporting documentation submitted to the Grant Manager.

F-1.4 Payment may be authorized only for allowable expenditures on the Invoice which are in accordance with the limits specified in the approved Budget and Budget Narrative (Exhibit F3), as submitted to the Department of Children and Families for the Emergency Solutions Grant Program and its applicable program component, subject to approved budget changes per section F-2.2.5 below.

F-1.5 If no services are due to be invoiced from the preceding month, the Provider shall submit a written document to the Department indicating this information within fifteen (15) days following the end of the month.

F-2 Financial Consequences

F-2.1 This grant agreement shall have financial consequences related to failure of the Provider to perform under the terms of the grant agreement and pursuant to Chapter 2013-154, Laws of Florida and section 215.971(1)(c), FS. The Provider shall be penalized in accordance with Part 1, Section 6 of this contract. The Provider 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 Provider fails to reimburse the Department, the Department has the right to refuse to gran any new grant agreement or contract awarded through the Department for any services, until said reimbursement is received.

F-2.2 Supporting Documentation Requirements: Documentation of all expenses incurred under a cost reimbursement grant must accompany the properly completed invoice. In addition to the documentation required in **Exhibit F1**, documentation also includes, but is not limited to the following:

F-2.2.1 Professional Service 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. Supporting documentation must be included detailing the hours represented on the invoice. Such documentation should include timesheets or a time log and copies of canceled payroll checks or payroll register. The State's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

F-2.2.2 Postage and Reproduction Expenses. Purchases made from outside vendors must be supported by paid invoices or receipts. Purchases for all in-house postage (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documents.

F-2.2.3 Expenses. Receipts are required for all expenses incurred (e.g., office supplies, printing, long distance telephone calls, etc.)

F-2.2.4 Travel. For all travel expenses, a Department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) 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 sub mitted in accordance with s. 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of DCF 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. ESG funds may be used for travel when such travel is to HUD sponsored training.

F-2.2.5 Budget Changes. The Provider must submit to the Department a written request for budget changes and obtain written approval before a change is implemented. Such changes between categories may be allowed if the following conditions are met:

F-2.2.5.1 There is no change in the scope or objectives of the grant agreement.

F-2.2.5.2 The changes do not increase or decrease the original dollar amount in the total budget.

F-2.2.5.3 There is another category in the budget from which funds can be shifted.

F-2.2.5.4 The changes do not involve establishing a new category or totally eliminating a category.

F-2.2.5.5 Budget changes which do not meet the above conditions will require a properly executed grant agreement amendment, signed by the Provider and the Department on or before the effective date for implementation of the specified change.

F.2.2.6 Cost Reimbursement. If any compensation under this contract is based on Provider costs, in order to be recognized for such purposes, all such costs must be of a type authorized by this contract, allowable in nature under Federal standards and State law, reasonable in amount and prudently incurred in the performance of services under this contract. Additionally, cost reimbursement remains subject to any contract terms relating to performance and other conditions affecting compensation. Except as otherwise provided in this contract, 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 contract 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 contract to the extent resulting from any imprudent or negligent act or omission of the Provider, its agents, employees or subcontractors.

F-2.3 Service Delivery Documentation: The Provider must maintain records documenting the total number of clients and names (or unique identifiers) of clients to whom services were provided and the date(s) on which services were provided so that an audit trail documenting service provision is available. Any payment requested under the terms of this grant agreement may be withheld until the evaluation and reports due from the Provider and adjustments thereto have been received and approved by the Department. The Provider shall maintain comprehensive client files containing all required documentation to support service provision and make these available to the Department upon request. Program shall maintain documentation on all households seeking assistance, even if determined to be ineligible (documentation of ineligibility determination).

F-2.4 Match Requirements: Pursuant to 24 C.F.R. § 576.51, a match of 100% is required on the part of the Provider. The match requirement may be satisfied by an in-kind match subject to the following provisions:

- The value of materials used to improve/remodel, the fair market rental value of the space being utilized for the period and/or the lease expense paid by the organization or donated to the organization at fair market value.
- Volunteer services and donated professional services are to be valued at their actual fair market value within the community.
- For the purposes of the Emergency Solutions Grants Program, suitable match may be defined as any and all current or proposed Provider expenditures on behalf of the homeless shelter, so long as they are not other Emergency Solutions Grant funds or funds being concurrently used as match for other grants and projects.
- Funds used for Emergency Shelter Grants match may not be concurrently utilized as match for other grants or funding sources.
- Provider funds used to match previous Emergency Shelter Grants or Emergency Solutions Grants may not be used to match a subsequent Emergency Solutions Grant.

F-2.4.2 Provider may use any of the following as matching funding:

- Cash;
- Value of fair rental value of any donated material or building;
- Value of any lease on a building;
- Salary paid to staff to carry out the program of the provider; or
- Value of the time and services contributed by volunteers to carry out the program of the Provider based on the value at rates consistent with those paid for similar work in the provider's organization (24 C.F.R. § 576.201 (e)).

F-2.4.3 There must be specific documentation as to the amount and source of all matching contributions.

F-2.4.4 Matching funds must be provided after the date of the grant agreement is executed.

EXHIBIT F1

INVOICE
FY2015/2016

Provider: St. Johns County Board of County Commissioners **FEID#: 59- 6000825**
Address: Finance Department, 4010 Lewis Speedway, St. Augustine, FL 32084 **Grant Agreement #: NPZ58**

Line Item	Budgeted Amount	Expenditures for Month of	Expenditures Paid Year-To-Date	Balance Available
Rapid Re-Housing (21209)				
Rental Assistance	**$26,775.00**		$0.00	$26,775.00
Financial Assistance	**$17,118.00**		$0.00	$17,118.00
Sub Total:	**$43,893.00**	**$0.00**	**$0.00**	**$43,893.00**
Prevention (24209)				
Rental Assistance	**$19,262.00**		$0.00	$19,262.00
Financial Assistance	**$10,000.00**		$0.00	$10,000.00
Sub Total:	**$29,262.00**	**$0.00**	**$0.00**	**$29,262.00**
Administrative Costs (22209)	**$3,750.00**	**$0.00**	**$0.00**	**$3,750.00**
GRAND TOTAL:	**$76,905.00**	**$0.00**	**$0.00**	**$76,905.00**
AMOUNT TO PAY (DEPT. ONLY):				

Receipts, invoices, checks, leases, documents for all items must be included.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Federal award. I am award that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.

Prepared/Certified by: _____ Telephone: _____

Title: _____ Date: _____

For Department Use Only:

DCF Northeast Region - Circuit	Initial	Date	Grant # NPZ58
1. Goods/Svcs Received			
2. Invoice Received			
3. Goods/Svcs Inspected & Approved			**EO**
			EB

Budget Entity	ORG CODE	OBJ	AMOUNT	OCA
60910708	**60303021209**	**Rapid Re-Housing: 780000**	**$**	**ESG16**
60910708	**60303024209**	**Prevention: 780000**	**$**	**ESG16**
60910708	**60303022209**	**Administrative: 780000**	**$**	**ESG16**
Signature:			**Date:**	

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

EXHIBIT F2

MONTHLY PERFORMANCE AND MATCH REPORT

PERFORMANCE REPORTING:

Grant Number: NPZ58

Reporting Month/Year: _____

Minimum number of unduplicated persons that MUST be served this month: _____

Actual number of unduplicated persons served this month: _____

MATCH SOURCE	MATCH – CASH	MATCH - IN KIND
	SUBTOTAL CASH $	SUBTOTAL IN KIND $
	MONTHLY COMBINED TOTAL	$

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

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

SIGNATURE OF PROVIDER AGENCY OFFICIAL TITLE PHONE NUMBER DATE

EXHIBIT F3
BUDGET and BUDGET NARRATIVE
Prevention and Rapid Re-Housing

Approved Line Item Activity	Amount
Rapid Re-Housing (at least 60%)	
Rental Assistance	$26,775.00
Financial Assistance	$17,118.00
Sub Total:	$43,893.00
Homeless Prevention	
Rental Assistance	$19,262.00
Financial Assistance	$10,000.00
Sub Total:	$29,262.00
Administrative Costs (capped at 5%)	$3,750.00
Grand Total:	$76,905.00

Budget Narrative

Rapid Re-Housing – Assistance provided to households or individuals eligible for rapid re-housing assistance

- Rental Assistance:
  - Rental assistance will not exceed HUD limits of 24 months.
  - Payment of rental arrears in a one-time payment for up to six months of rent in arrears
  - Maximum of $1,502.00/month rent per household
- Re-housing Relocation and Stabilization- Financial assistance costs
  - Utility Assistance – may include current utility bills for up to 9 months. A one-time payment of up to 6 months of utility bills arrears. Maximum of $700.00/month
  - Rental application fees – as required by landlord
  - Rental Security Deposits – equal to no more than 2 months' rent. Maximum of $1,502/month
  - 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

Homeless Prevention – Assistance provided to households and individuals eligible for homeless prevention assistance

- Rental Assistance:
  - Rent assistance will not exceed HUD limits of 24 months.

- Payment of rental arrears in a one-time payment for up to six months of rent in arrears
- Maximum of $1,502.00/month rent per household

- Re-housing Relocation and Stabilization- Financial assistance costs
  - Utility Assistance – may include current utility bills for up to 9 months. A one-time payment of up to 6 months of utility bills arrears. Maximum of $700.00/month
  - Rental application fees – as required by landlord
  - Rental Security Deposits – equal to no more than 2 months' rent. Maximum of $1,502/month
  - 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 -- Costs will cover up to 20% of the Contract Coordinator's salary and FICA per pay period for program administration which includes but is not limited to invoicing, reporting and quality assurance.

ATTACHMENT 1

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 Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (also known as the OMB Uniform Guidance), Section 200.500- 200.521 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 Uniform Guidance, Section 200.331, 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 Uniform Guidance, Section 200.500-200.521, as revised.

In the event the recipient expends $500,000 *($750,000 for fiscal years beginning on or after December 26, 2014*) 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 133 Uniform Guidance, Section 200.500-200.521, 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 Uniform Guidance, Section 200.500-200.521, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Uniform Guidance, Section 200.500-200.521, 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 Section 200.508 of OMB Uniform Guidance, 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.

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@myflfamilies.com

C. Reporting packages for audits conducted in accordance with Uniform Guidance, Section 200.500-200.521, as revised, and required by Part I of this agreement shall be submitted, when required by Section 200.512 (d), OMB Uniform Guidance, 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 Section 200.512 (e), OMB Uniform Guidance, 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 Uniform Guidance, Section 200.500-200.521, 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 2

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.