

RESOLUTION NO. 2019 - 242

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING GRANT FUNDS; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A UNIFIED CONTRACT AGREEMENT PROVIDING HOMELESS AND HOMELESS PREVENTION FUNDS FOR THE CHALLENGE GRANT, EMERGENCY SOLUTIONS GRANT, AND THE TEMPORARY ASSISTANCE FOR NEEDY FAMILIES GRANT WITH FLAGLER HOSPITAL, LEAD AGENCY OF THE ST. JOHNS COUNTY CONTINUUM OF CARE, FUNDED BY THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, ON BEHALF OF THE COUNTY; AND APPROPRIATING GRANT FUNDS WITHIN THE SOCIAL SERVICES DEPARTMENT'S BUDGET FOR FISCAL YEAR 2019.**

**WHEREAS**, the Homelessness Unified Contract was established by the Florida Department of Children and Families to more effectively manage the homeless and homeless prevention grant funds through CoC Lead Agencies; and

**WHEREAS**, the Homelessness Unified Contract includes incorporated documents for the Challenge Grant, the Emergency Solutions Grant, and the Temporary Assistance for Needy Families Grant to provide homeless prevention and rapid re-housing services to individuals/families who are homeless or at risk of homelessness; and

**WHEREAS**, Lead Agencies may allocate the grant funds to programs, services, or providers that support the implementation of the local homeless CoC plan; and

**WHEREAS**, Flagler Hospital, the lead agency for the St. Johns County CoC, has awarded to the County a total of \$57,491: \$27,600 to administer Challenge Grant funds; \$14,250 to administer ESG funds; and \$15,641 to administer the TANF grant funds; and

**WHEREAS**, such services to be provided include financial and case management assistance to secure and maintain stable housing in the form of rental or mortgage assistance, security deposits, utility deposits and application fees, each as required; 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 2019, the County did not anticipate award of an Homelessness Unified 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 Homelessness Unified Grant award of \$57,491 as unanticipated revenue, and authorizes the County Administrator, or designee, to allocate such funds to the Fiscal Year 2019 Social Services Department budget for use consistent with the grant requirements.

**Section 3. Approval and Authority to 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 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 16th day of July, 2019.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith  
Jeb S. Smith, Vice Chairman

ATTEST: HUNTER S. CONRAD, CLERK

RENDITION DATE 7/18/19

By: Pam Halterman  
Deputy Clerk



St. Johns County Unified Contract NP006  
Subcontractor Agreement With  
St. Johns County Health and Human Services  
FY 2019-2020

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SUBCONTRACTOR AGREEMENT

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ATTACHMENT A - LEAD AGENCY CONTRACT WITH DCF WITH EXHIBITS INCLUDED

**St. Johns County Health and Human Services**  
**ST. JOHNS COUNTY UNIFIED CONTRACT NP006 FY 19-20 SUBCONTRACTOR AGREEMENT**

This AGREEMENT is made and entered into this by and between Flagler Hospital, Inc. a non-profit organization managing the services under the UNIFIED CONTRACT NP006 for the St. Johns County Continuum of Care (CoC) FL - 512 and Florida Department of Children and Families (DCF thereafter referred to as the "LEAD AGENCY", and St. Johns County, a political subdivision of the state of Florida, hereinafter referred to as "SUBCONTRACTOR".

WHEREAS, the LEAD AGENCY has the authority granted to it by DCF to enter into an AGREEMENT for the expenditure of UNIFIED CONTRACT NP006 funds, subject upon availability of the funds from DCF, in the amount of \$1,354,178.55; and

WHEREAS, the SUBCONTRACTOR has been awarded \$57,491 by the St. Johns County Continuum of Care to provide direct services to the homeless and meet the deliverables and performance measures of the UNIFIED CONTRACT NP006 as specifically described under Monthly Service Deliverables, Section D-2; D-2.1 thru D-2.5 and Annual Service Deliverables, Section D-3; D-3.1 thru D-3.4. for the FY July 1, 2019 through June 30, 2020.

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the LEAD AGENCY and SUBCONTRACTOR agree as follows:

1. **Responsibility for Grant Administration:** The LEAD AGENCY is responsible for ensuring the administration of UNIFIED CONTRACT NP006 funds in accordance with all requirements set forth in its contract with DCF dated July 1, 2019, and attached hereto as Attachment A. SUBCONTRACTOR agrees to comply with all terms and conditions for the UNIFIED CONTRACT NP006 set forth by DCF in its contract with the LEAD AGENCY. SUBCONTRACTOR agrees to perform all services and activities funded under the UNIFIED CONTRACT NP006 in compliance with all applicable regulations, laws, and other requirements set forth by DCF and in this AGREEMENT, or amendments thereto, and in Florida Statutes.
2. **Other Program Requirements:** This AGREEMENT requires that SUBCONTRACTOR carry out each activity and meet all deliverables and performance requirements in compliance with the original UNIFIED CONTRACT NP006. Application submitted to the St. Johns County Continuum of Care and as described in UNIFIED CONTRACT NP006 as specifically described under Monthly Service Deliverables, Section D-2; D-2.1 thru D-2.5 and Annual Service Deliverables, Section D-3; D-3.1 thru D-3.4 are incorporated in their entirety as part of this AGREEMENT.

All services provided under this AGREEMENT shall be documented using the FL- 512 CoC Homeless Management Information System (HMIS) or approved comparable system for Domestic Violence service providers. SUBCONTRACTOR agrees that staff and supervisors will participate in HMIS training for UNIFIED CONTRACT NP006 data collection and reporting to ensure good data quality and accurate reporting to DCF.

SUBCONTRACTOR is subject to, and agrees to, comply with the Support to the Deaf and Hard of Hearing requirements as set forth and referenced in DCF contract NP006 section 9.3. SUBCONTRACTOR agrees to report incidents involving risk or liability to the SUBCONTRACTOR, LEAD AGENCY or DCF, their property, guests or staff. A written incident report is required and shall be submitted to the LEAD

AGENCY who will then provide to the DCF Contract Manager. Examples of such incidents would be violence, threats of violence, accidents involving injury, or thefts of property or falsification of records. All these would require a written incident report.

SUBCONTRACTOR agrees that in the event of a declaration of a local state of emergency in which the St. Johns County Board of County Commissioners (the COUNTY) finds it necessary to activate its Comprehensive Emergency Management Plan (CEMP), the SUBCONTRACTOR, as a local agency that provides services to residents of the community who are unhoused, or at risk of becoming unhoused, will support the COUNTY'S emergency response activities by providing staff or trained volunteer support on site at any emergency shelter opened by the COUNTY in response to the emergency upon request by the COUNTY'S Health and Human Services Department or St. Johns County Emergency Management.

The SUBCONTRACTOR will support the community response to the declaration of emergency by ensuring that its staff or trained volunteers are available to assist emergency shelter staff in meeting the special needs of this population. Such assistance shall include, but is not limited to:

- Working with the COUNTY'S Emergency Operations Center and St. Johns County School District in set-up of emergency shelters to determine what the community's needs are and how best to meet those needs;
- Remaining at the shelter overnight during the storm event; and
- Upon demobilization of the emergency shelters, working in partnership with the St. Johns County Continuum of Care, County Health and Human Services Department and the Long Term Recovery team to help address the needs of those residents remaining at the Post Impact Shelter, which may include housing."

SUBCONTRACTOR agrees that in the event of an unforeseen agency related emergency or event that precludes the availability of the provision of services to continue that a contingency plan is in place. The SUBCONTRACTOR, as a local agency that provides services to residents of the community who are unhoused or at risk of becoming unhoused, have a responsibility to ensure continuity of service. Such a plan shall include but is not limited to:

- Working with the LEAD AGENCY to determine what the community's needs are and how best to meet those needs; and
- Working in partnership with the St. Johns County Continuum of Care (CoC) and Flagler Health + Care Connect to help address the needs of those residents.

3. Indemnification: The SUBCONTRACTOR agrees to be liable for and indemnify, defend and hold the Department of Children and Families and the LEAD AGENCY and all of their officers, agents and employees harmless from all claims, suits, judgments or damages, including reasonable attorneys' fees and costs, arising out of any act, actions, neglect or omissions by the provider, its agents or employees during the performance or operation of this contract or any subsequent modifications thereof, unless and to the extent caused by the LEAD AGENCY.

The SUBCONTRACTOR agrees that its inability to evaluate its liability or its evaluation of liability shall not excuse the provider's duty to defend and to indemnify within seven (7) days after notice by the Department of Children and Families or the LEAD AGENCY by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees including reasonable

attorneys' fees related to these obligations and their enforcement by the Department or the LEAD AGENCY. Neither the Department of Children and Families nor the LEAD AGENCY's failure to notify the provider of a claim shall release the provider from these duties. The provider shall not be liable for the sole negligent acts of the Department of Children and Families, nor those of the LEAD AGENCY.

SUBCONTRACTOR's obligation to indemnify, defend, and hold harmless under this section shall be to the extent permitted, and subject to the limitations set forth in, Section 768.28, Florida Statutes, and shall not operate as a waiver of SUBCONTRACTOR's sovereign immunity.

4. **Scope of Service:** The SUBCONTRACTOR agrees to utilize funds made available under the UNIFIED CONTRACT NP006, in the amount of \$57,491 (Table 4.1.), for the purpose of implementing services and activities and to meet agency specific deliverables (Table 4.2) and performance measures. Changes may be requested by either the LEAD AGENCY or the SUBCONTRACTOR and upon approval by DCF shall be incorporated in written amendments to this AGREEMENT.

Table 4.1

<u>Grant</u>	<u>Agency</u>	<u>Program</u>	<u>Funding Amount</u>
Challenge	Health and Human Services of St. Johns County	Housing Need	\$27,600
ESG	Health and Human Services of St. Johns County	Rapid Rehousing/Prevention	\$14,250
TANF	Health and Human Services of St. Johns County	Client Financial Assistance	\$15,641
		<b>TOTAL</b>	<b>\$57,491</b>

Table 4.2

<u>Grant</u>	<u>Agency</u>	<u>Program</u>	<u>Monthly Deliverable</u>	<u>Annual Deliverable</u>
Challenge	Health and Human Services of St. Johns County	Housing Need	6 individuals	72 individuals
ESG	Health and Human Services of St. Johns County	Rapid Rehousing/Prevention	1 individual/1 individual	12 individuals
TANF	Health and Human Services of St. Johns County	Client Financial Assistance	1 household	12 households
		<b>TOTAL</b>	<b>8 individuals/1 household</b>	<b>84 individuals/12 households</b>

The SUBCONTRACTOR shall utilize the Homeless Management Information System (HMIS) for client tracking and submit any and all monthly data as related to outcome reporting referenced under the UNIFIED CONTRACT NP006 unless otherwise exempted by approval of the LEAD AGENCY.

5. **Time of Performance:** This AGREEMENT shall take effect as of July 1, 2019, or the last party signature date, whichever is later through and including June 30, 2020.

6. **Compensation:** The LEAD AGENCY shall compensate the SUBCONTRACTOR for all expenditures made for those UNIFIED CONTRACT NP006 activities, deliverables, and performance for which they are responsible as described in Section 4. Compensation shall be made in accordance with the budget

schedule and provisions set forth in. Compensation shall be provided during the terms of this AGREEMENT.

7. Method of Payment: Payments are to be made to SUBCONTRACTOR upon its request after the grant AGREEMENT has been fully executed. SUBCONTRACTOR will be reimbursed for the amount of its actual cash disbursements that are documented by invoices and proof of payment of invoices for expenses incurred in accordance with approved services and activities set forth in Attachment A-Exhibit F. Documentation must accompany the Request for Funds and Match Form. Matching funds in the amount of 100% of the amount requested must be reported on the Request for Funds form at the time funds are requested. Documentation of matching funds in the amount of 100% of the amount requested must be provided. SUBCONTRACTOR agrees to submit a Client Served Report from HMIS documenting services for each period billed at the time the Request for Funds and Match Form is submitted.

A Request for Funds and Match Form is provided as Attachment A will be provided to SUBCONTRACTOR in digital format. A Request for Funds and Match Form can be submitted to the LEAD AGENCY monthly during the term of this AGREEMENT. The LEAD AGENCY will make payment within ten (10) business days following submission to DCF.

8. Expenditure of Grant Funds: This AGREEMENT requires the SUBCONTRACTOR to spend all of the grant amounts it was allocated for FY2019-2020 by June 30, 2020.

9. Reversion of Assets: The SUBCONTRACTOR agrees to return to the LEAD AGENCY any overpayment due to unearned funds or funds disallowed pursuant to the terms of this AGREEMENT that were disbursed to the recipient by the LEAD AGENCY. The SUBCONTRACTOR shall return any overpayment to the LEAD AGENCY within forty (40) calendar days after either discovery by the SUBCONTRACTOR, or notification by the LEAD AGENCY, of the overpayment. In the event that the SUBCONTRACTOR or its independent auditors discovers an overpayment has been made, the SUBCONTRACTOR shall repay said overpayment within forty (40) calendar days without prior notification from the LEAD AGENCY. In the event that the LEAD AGENCY first discovers an overpayment has been made, the LEAD AGENCY will notify the SUBCONTRACTOR by letter of such finding.

10. Subcontracting: All work or services described in this AGREEMENT shall be performed or provided by SUBCONTRACTOR. SUBCONTRACTOR may not further subcontract any services funded by the UNIFIED CONTRACT NP006.

11. Compliance with Regulations: The SUBCONTRACTOR will comply with the applicable regulations for the UNIFIED CONTRACT NP006 as set forth by DCF and the Florida Statutes.

12. Maintenance and Availability of Records: In connection with the AGREEMENT, the SUBCONTRACTOR shall maintain all accounting and client records and documents, papers, other documentary materials, and any evidence pertaining to costs incurred.

Copies of all UNIFIED CONTRACT NP006 related records generated by the SUBCONTRACTOR shall be furnished to the LEAD AGENCY and made available for inspection by the Department of Children and Families, or any authorized representative of the LEAD AGENCY or the Department of Children and Families.

Such records shall be available at the SUBCONTRACTORS offices at all reasonable times during the contract period and kept for a period of seven (7) years after expiration of this agreement. If an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings.

13. Reallocation, Suspension and Termination: The LEAD AGENCY can choose to reallocate funding if performance and deliverables are not met, or are deemed unsatisfactory, for a period of three (3) consecutive months or one (1) quarter. The LEAD AGENCY may terminate this AGREEMENT and such additional supplemental AGREEMENTS hereafter executed, in whole or in part, and may recover any and all Challenge, ESG or TANF funds, as applicable, at its discretion if the SUBCONTRACTOR:

- a. Violates any provision of this AGREEMENT; or
- b. Violates any provision of the Florida Statutes; or
- c. Violates any applicable regulations or terms and conditions of approval of the applications that the Department of Children and Families has issued or shall subsequently issue during the period of this AGREEMENT; or
- d. Fails to support reimbursable expenses with appropriate documentation as referenced in Attachment A
- e. Fails to complete performance in a timely manner.

The LEAD AGENCY may also terminate this AGREEMENT and such additional supplemental AGREEMENTS hereafter executed, in whole or in part, by giving the SUBCONTRACTOR and/or its Agent 30 days written notice, in the event that the Department of Children and Families shall:

- f. Withdraw funds allocated to the LEAD AGENCY under its application for program activities that substantially prevent performance of the Challenge, ESG or TANF program, as applicable, through the LEAD AGENCY;
- g. Terminate the LEAD AGENCY'S funding allocation; or
- h. Fails to approve a grant application filed by the LEAD AGENCY.

14. Audit, Monitoring, and Protected Health Information: The SUBCONTRACTOR is subject to audit requirements of DCF and agrees to comply and cooperate with any monitoring procedures deemed appropriate by DCF as further discussed and referenced in DCF contract NP006 section C-2.3.3. In addition, the LEAD AGENCY may at any time perform unannounced site visits to the SUBCONTRACTOR.

15. Amendments: Upon mutual consent of both parties, this AGREEMENT may be amended in writing.

16. Reporting: The SUBRECIPIENT agrees to provide to the LEAD AGENCY monthly funding requests, client characteristics reports, and narrative summary reports and quarterly program financial reports by the 5<sup>th</sup> day of every month in the reporting format provided by the LEAD AGENCY, as referenced in Attachment A.



St. Johns County Health and Human Services  
ST. JOHNS COUNTY UNIFIED CONTRACT NP006 FY 19-20  
SUBCONTRACTOR AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the LEAD AGENCY and the SUBCONTRACTOR have executed this AGREEMENT, on the date indicated below. The AGREEMENT is effective July 1, 2019, or the effective date of the executed contract, as set forth by DCF.

\_\_\_\_\_  
Jason Barrett, CEO and President,  
Flagler Hospital, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
St. Johns County

\_\_\_\_\_  
Date

ATTACHMENT A

Contract No. NP006  
CFDA No(s). 14.231  
CSFA No(s). 60021

Client Services  Non-Client   
Subrecipient  Vendor   
Federal Funds  State Funds

**THIS CONTRACT** is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **Flagler Hospital, Inc.**, hereinafter referred to as the "Provider". 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".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

**1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

**1.1 Purpose and Contract Amount**

The Department is engaging the Provider for the purpose of **facilitating the development of the Continuum of Care (CoC) Plan and further assist the local community through planning, coordinating, and monitoring the delivery of services to persons who are homeless or about to be homeless within the CoC service delivery area. This contract is intended through the General Appropriations Act to supplement the cost of staffing expenses for Continuum of Care activities, and to administer services under the Challenge Grant, Emergency Solutions Grant, and Temporary Assistance for Needy Families Homelessness Prevention Grant, as applicable, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$1,354,178.55.**

**1.2 Official Payee and Party Representatives**

**1.2.1** 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: Jason Barrett  
Address: 400 Health Park Blvd  
City: St. Augustine State:FL Zip Code:32086  
Phone: 904-819-4400 Ext: \_\_\_\_\_ E-mail:  
jason.barrett@flaflerhospital.org

**1.2.2** The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: Lauren Lowry  
Address: 400 Health Park Blvd  
City: St. Augustine State:FL Zip Code:32086  
Phone: 904-819-4328 Ext: \_\_\_\_\_ E-mail:  
lauren.lowry@flaglerhospital.org

Per section 402.7305(1)(a), Florida Statutes (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.

**1.2.3** 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: John Eaton  
Address: 400 Health Park Blvd  
City: St. Augustine State:FL Zip Code:32086  
Phone: 904-819-4425 Ext: \_\_\_\_\_ E-mail:  
john.eaton@flaglerhospital.org

**1.2.4** The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: Angela Perez  
Address: 5920 Arlington Expressway  
City: Jacksonville State:FL Zip Code:32211  
Phone: 904-485-9727 Ext: \_\_\_\_\_ E-mail:  
angela.perez@myflfamilies.com

**1.3 Effective and Ending Dates**

This Contract shall be effective **July 1, 2019** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **July 1, 2019** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2022**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

## **1.4 Contract Document**

This Contract is composed of the documents referenced in this section.

**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.

**1.4.3** The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, 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:

**1.4.4.1** Exhibits A through F;

**1.4.4.2** Any documents incorporated into any exhibit by reference, or included as a subset thereof;

**1.4.4.3** This Standard Contract;

**1.4.4.4** Any documents incorporated into this Contract by reference;

**1.4.4.5** Attachments 1 through 3.

## **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. 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. When such increase or decrease occurs, 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 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**

The Deliverables are described in Exhibit D.

### **2.4 Performance Measures**

**2.4.1** The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-2.

**2.4.2** To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance 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 measures, 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 measures, 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, 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 per Section 3.1 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 Prompt Payment and Vendor Ombudsman**

Per 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 elsewhere specifies otherwise. Department 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. For 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 thirty-five (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 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.

### **3.2 Method of Payment**

The Provider shall be paid in accordance with Exhibit F.

### **3.3 Invoices**

**3.3.1** 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.

**3.3.2** 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.

### **3.4 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. The parties agree that the penalties provided for under Section 6.1 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 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 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

### **3.5 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. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

### **3.6 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, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, 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 State Policies**

The Provider shall comply with the policies 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.

### **4.3 Independent Contractor, Subcontracting and Assignments**

**4.3.1** 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.

**4.3.2** 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.

**4.3.3** The Provider may subcontract under this Contract

**4.3.3.1** 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. 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.

**4.3.3.2** 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.

**4.3.3.3** 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.

**4.3.4** To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, 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 (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

### **4.4 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:

**4.4.1** 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.

**4.4.2** 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 arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

**4.4.3** 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.

## **4.5 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.

## **4.6 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 Provider shall notify the Department's Contract Manager within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

## **4.7 Intellectual Property**

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. 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.

**4.7.1** 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.

**4.7.2** 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.

#### **4.8 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.

#### **4.9 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, if the Provider 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.

#### **4.10 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.

#### **4.11 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.

#### **4.12 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.

#### **4.13 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:

**4.13.1** A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

**4.13.2** 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.

**4.13.3** 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](mailto: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.

#### **4.14 Employment Screening**

**4.14.1** The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2; which is hereby incorporated by reference 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:

**4.14.1.1** Employment history checks;

**4.14.1.2** Fingerprinting for all criminal record checks;

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

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

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

**4.14.1.6** 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.

**4.14.2** The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

**4.14.3** 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 or sub-contract provider, 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 Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

#### **4.15 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 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 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.

#### **4.16 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:

**4.16.1** Name of each contracting State agency and the applicable office or program issuing the contract.

**4.16.2** Name of each contracting State agency and the applicable office or program issuing the contract.

**4.16.3** Identifying name and number of the contract.

**4.16.4** Starting and ending date of each contract.

**4.16.5** Amount of each contract.



**4.16.6** A brief description of the purpose of the contract and the types of services provided under each contract.

**4.16.7** Name and contact information of each 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. 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. 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.

**5.1.2** 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** At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 200.336, 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.

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

**5.1.5** 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.).

**5.1.6** 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 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 direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

### **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, upon written request of the Department, shall promptly provide 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 the following standards:

**5.3.2.1** 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.

**5.3.2.2** 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 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, 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.

**5.3.3** 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. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

In compliance with 45 CFR § 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 Information Security**

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

**5.5.1** An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

**5.5.2** The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

**5.5.3** All who request or have access, through the Provider's access, to Department information systems or any client or other confidential 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.

**5.5.4** The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

**5.5.5** 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 potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

**5.5.6** The Provider shall, at its own cost, comply with section 501.171, 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 potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

#### **5.6 Public Records**

**5.6.1** 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. As required by section

287.058(1)(c), F.S., 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.

**5.6.2** 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:

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

**5.6.2.2** Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

**5.6.2.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Department.

**5.6.2.4** Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

**5.6.3 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT [DCFCustodian@MYFLFAMILIES.COM](mailto:DCFCustodian@MYFLFAMILIES.COM), OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.**

## **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., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (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. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

**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, in accordance with the following standards.

**6.1.2.1** Noncompliance that is determined by the Department 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.

**6.1.2.2** 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.

**6.1.2.3** Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

**6.1.3** 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** This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

**6.2.3** 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.

**6.2.4** 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' notice in writing to the Provider, excluding Saturday, Sunday, and Holidays. 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.

**6.2.5** 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. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

**6.2.5.1** 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

**6.2.5.2** Had a contract terminated by the Department for cause.

**6.2.6** In the event of termination under Sections 6.2.1 or 6.2.3, 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.

**6.2.7** 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 been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## 6.3 Dispute Resolution

**6.3.1** Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

**6.3.2** 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.

**6.3.3** 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.

**6.3.4** Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

**6.3.5** This section shall not limit the parties' rights of termination under Section 6.2.

**6.3.6** All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery. All notices provide by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 via U.S. Postal Service or any other delivery service that provides verification of delivery, or via 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. State 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**

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department 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.

### **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 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.

### **7.7 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.

### **7.8 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.

### **7.9 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.

## **7.10 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.

## **7.11 Purchases by Other Agencies**

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, 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.

## **7.12 Unauthorized Aliens**

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 of the Immigration and Nationality Act (8 U.S.C. § 1324a) 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. Employees 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.

## **7.13 Civil Rights Requirements**

These requirements shall apply to the Provider and 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.

**7.13.1** The Provider shall comply with the provisions 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.

**7.13.2** The Provider shall not 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.

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

## **7.14 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.

## **7.15 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.

## **7.16 Whistleblower's Act Requirements**

In accordance with subsection 112.3187, 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.

## **7.17 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.

## **7.18 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.

## **8. FEDERAL FUNDS APPLICABILITY**

The terms in this section apply if Federal Funds are used to fund this Contract.

### **8.1 Federal Law**

**8.1.1** The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

**8.1.2** 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 if applicable.

**8.1.3** If this Contract contains over \$150,000 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 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 (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

**8.1.4** 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 3. 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.

**8.1.5** If this Contract 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.

**8.1.6** If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**8.1.7** If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a

"subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

## **8.2 Federal Funding Accountability and Transparency Act (FFATA)**

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

**8.2.1** The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 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 and receives more than \$25 million in total federal funding.

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

## **8.3 Federal Whistleblower Requirements**

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov>.

## **9. CLIENT SERVICES APPLICABILITY**

The terms in this section apply if the box for Client Services is checked at the beginning of this Contract.

### **9.1 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.

### **9.2 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.

### **9.3 Support to the Deaf or Hard-of-Hearing**

**9.3.1** 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 CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

**9.3.2** If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact 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 5<sup>th</sup> 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 Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

**9.3.3** The Provider shall, within thirty (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.

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

**9.3.5** 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 is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

**9.3.6** 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.

**9.3.7** 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.

**9.3.8** The Department requires each contract/subcontract provider agency's direct service employees to complete training on servicing 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.

#### **9.4 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.

**9.4.1** 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, 741.3165 and 916.107, F.S.

**9.4.2** 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 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

**9.4.3** 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.

#### **9.5 Major Disasters and Emergencies**

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

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

IN WITNESS THEREOF, the parties hereto have caused this 70 page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Flagler Hospital, Inc.

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: _____	Signature: _____
Print/Type	Print/Type
Name: <u>Jason Barrett</u>	Name: <u>Eddie Encarnacion</u>
Title: <u>President</u>	Title: <u>Regional Managing Director</u>
Date: _____	Date: _____

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

Federal Tax ID # (or SSN): 59-067143

Provider Fiscal Year Ending Date: 06/30.

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## EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Sections 1 through 9 of the Standard Contract, as provided herein:

### A-1. **ENGAGEMENT, TERM, AND CONTRACT DOCUMENT**

- A-1.1. Unified Homelessness Contract** – This Contract consolidates all homelessness related services funded by legislative appropriation and competitive procurement.
- A-1.2. Program Specific Terms**
- A-1.2.1. Federal Authority**
- |                        |  |
|------------------------|--|
| <u>24 CFR Part 576</u> | Emergency Solutions Grant (ESG) Program                |
| <u>24 CFR Part 578</u> | Continuum of Care (CoC) Program                        |
| <u>45 CFR Part 260</u> | Temporary Assistance for Needy Families (TANF) Program |
- A-1.2.2. Florida Statutes**
- |  |  |
|--|--|
| <u>Section 414.161, Florida Statutes</u>     | TANF Homelessness Prevention Grant Program |
| <u>Section 420.622(4), Florida Statutes</u>  | Challenge Grant Program                    |
| <u>Section 420.622(10), Florida Statutes</u> | Staffing Grant Program                     |
| <u>Section 420.622(10), Florida Statutes</u> | ESG Program                                |
- A-1.2.3. Standards Applicable to Cost Principles, Audits, Financial Assistance, and Administrative Requirements**
- |   |  |
|---|--|
| <u>Section 215.97, Florida Statutes</u>   | Florida Single Audit Act                               |
| <u>Section 215.971, Florida Statutes</u>  | Agreements funded with federal or state assistance     |
| <u>2 CFR Part 200</u>                     | Uniform Administrative Requirements for Federal Awards |
| <u>45 CFR Part 263</u>                    | Expenditures of State and Federal TANF Funds           |
| <u>Contract Expenditures</u>              | Reference Guide for State Expenditures                 |
| <u>CFO's Memorandum No 03 (2014-2015)</u> | Compliance Requirements for Agreements                 |
- A-1.2.4. Coordinated Entry System** – A coordinated process designed to coordinate program participant intake assessment and provision of referrals as defined in 24 CFR Part 578.3. A coordinated entry system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.
- A-1.2.5. Continuum of Care (CoC)** – The group organized to carry out the responsibilities required under 24 CFR Part 578 and defined in 24 CFR Part 578.3 that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.
- A-1.2.6. CoC Plan** – A community plan to organize and deliver housing and mainstream services to meet the specific needs of people who are homeless as they move toward self-sufficiency or those persons at risk of homelessness to help stabilize them in current housing. It includes a framework of an array of housing solutions and related services to address the various needs of homeless persons and those at risk of becoming homeless. These plans are updated periodically to meet the changing needs of the community.
- A-1.2.7. Coordinated System of Care** – The CoC coordinated efforts to prevent and assist in ending homelessness.
- A-1.2.8. Homeless Management Information System (HMIS)** – HMIS is the information system compliant with HUD's data collection, management, and reporting standards and must be designated by the CoC 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, as defined in 24 CFR 576.2 and 24 CFR 578.3.
- A-1.2.9. Lead Agency** – The lead agency designated by the local homeless assistance continuum of care plan to serve as the point of contact and accountability to the Office on Homelessness. The purpose of the local Lead Agency is to help communities envision, plan and implement coordinated, long-term solutions to address homelessness. Under the terms of this Contract, it remains the Lead Agency's responsibility to ensure services are provided in a manner consistent with this Contract and the Lead Agency's application to render services, and applicable program requirements and guidance.

- A-1.2.10. Office on Homelessness** – The Office on Homelessness was created within the Department of Children and Families as the central point of contact within state government on homelessness, under Section 420.622, Florida Statutes.
- A-1.2.11. Pass-through Entity** – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program 2 CFR 200.74.
- A-1.2.12. Subcontractor(s)** – Local government or non-profit agencies located within the catchment area contracted with by the served by the Lead Agency to provide various types of services to the homeless population under the Lead Agency. Agencies that have received a contract or subcontract to carry-out services under a federal award that the Department of Children and Families has received under the ESG program must carry the same requirements and program compliance the Department is responsible for under its federal grant agreement.
- A-1.2.13. U.S. Department of Housing and Urban Development (HUD)** – Established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships — particularly with faith-based and community organizations — that leverage resources and improve HUD's ability to be effective on the community level.
- A-1.2.14. Victim Service Provider** – A victim service provider as defined in 24 CFR 576.2 and 24 CFR 578.3 is a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.
- A-1.2.15. Written Standards** – The Provider must develop written standards and procedures for providing ESG assistance in accordance with the provisions set forth in 24 CFR Part 576.400(e). The written standards must be approved by the Office on Homelessness prior to grant execution and shall include, but are not limited to:
- A-1.2.15.1.** Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG;
  - A-1.2.15.2.** Standards for targeting and providing essential services related to street outreach;
  - A-1.2.15.3.** Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;
  - A-1.2.15.4.** Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
  - A-1.2.15.5.** Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see 24 CFR Part 576.400(b) and 24 CFR Part 576.400(c) for a list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
  - A-1.2.15.6.** 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;
  - A-1.2.15.7.** 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;
  - A-1.2.15.8.** 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; and
  - A-1.2.15.9.** 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 may receive assistance; or the maximum number of times the program participant may receive assistance.

## A-2. STATEMENT OF WORK

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

**A-3. PAYMENT, INVOICE, AND RELATED ITEMS**

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

**A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

**A-4.1. Coordination of Services**

**A-4.1.1.** In addition to the provision of Section 4.16. hereof, the Provider shall utilize the Coordinated System of Care as a means of ensuring systemic referral coordination, planning and needs assessment, data collection, resource sharing, and service tracking for persons served under this Contract.

**A-4.1.2** The Provider shall enter all persons serviced under this grant funding into the HMIS. If the Provider is not the service coordinator for HMIS, it will ensure all data related to persons served are entered utilizing the coordinated entry system.

**A-4.1.2.1.** Per 24 CFR 578.57(a)(3) Victim Services Providers or Legal Services Providers are not required to input data into HMIS and may instead use CoC funds to establish and operate a comparable database that complies with HUD's HMIS requirements.

**A-4.1.2.2.** Additional requirements regarding entry of information into HMIS for ESG activities are outlined in section C3-1.5 of this Contract.

**A-4.1.3.** If the Provider is not the HMIS service coordinator, they will ensure all subcontractors of service are utilizing the coordinated entry system and/or HMIS for all persons served under this Contract.

**A-5. RECORDS, AUDITS, AND DATA SECURITY**

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

**A-6. PENALTIES, TERMINATION, AND DISPUTE RESOLUTION**

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

**A-7. OTHER TERMS**

**Attachment Updates** – At its sole discretion, the Department reserves the right to make changes to Attachments D1–D4, E1–E4, F1–F4, F2.1, F3.1, and F4.1 without a formal written amendment.

**A-8. FEDERAL AND STATE FUNDS APPLICABILITY**

The Provider and its subcontractor(s) shall comply with all applicable federal and state laws, rules, and regulations as amended from time to time, that affect the subject areas of the Contract, whether or not explicitly referenced herein.

**A-9. CLIENT SERVICES APPLICABILITY**

The Provider and its subcontractor(s) shall comply with all applicable terms related to the provision of services under this contract for clients designated in Section B-4, and any applicable designations incorporated by reference.

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**EXHIBIT B – SCOPE OF WORK**

**B-1. SCOPE OF SERVICE**

Pursuant to Section 420.624, Florida Statutes, the Provider is the Lead Agency in the Section B-3.1 catchment area. Through the programs identified below, the Provider shall:

**B-1.1. Staffing Grant** – Work within the CoC Plan to carry out the requirements set forth in 24 CFR Part 578.

This section is  **Applicable.**

This section is  **Not Applicable.**

**B-1.2. Challenge Grant** – Pursuant to Section 420.622(4), Florida Statutes, provide housing, service, and program needs included in the CoC Plan.

This section is  **Applicable.**

This section is  **Not Applicable.**

**B-1.3. Emergency Solutions Grant (ESG)** – Pursuant to 24 CFR Part 576, provide services and payment, as applicable and allowable, for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, certain expenses related to operating emergency shelters, essential services related to emergency shelters and street outreach for the homeless, and homelessness prevention and rapid re-housing assistance.

This section is  **Applicable.**

This section is  **Not Applicable.**

**B-1.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – Pursuant to Section 414.161, Florida Statutes, and 45 CFR Part 260, provide Temporary Assistance to Needy Families through homeless prevention services, including emergency financial assistance to eligible families facing the loss of their current home due to a financial or other crisis.

This section is  **Applicable.**

This section is  **Not Applicable.**

**B-2. MAJOR CONTRACT GOALS**

**B-2.1. Staffing Grant** – The applicability of this section is identified in Section B-1.1. of this Contract. The objective of the Staffing Grant is to coordinate functions of the Lead Agency in accordance with 24 CFR Part 578 and to implement the CoC plan.

**B-2.2. Challenge Grant** – The applicability of this section is identified in Section B-1.2. of this Contract. The objective of the Challenge Grant is to provide the housing, service, and program needs included in the CoC plan.

**B-2.3. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in Section B-1.3. of this Contract. The objective of the ESG is to provide emergency shelter to homeless persons; engage individuals living on the street through street outreach activities; provide homeless prevention services to enable those in danger of losing their home to remain stably housed; and to provide re-housing services to help those who are homeless become stably housed.

**B-2.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in Section B-1.4. of this Contract. The objective of the TANF Homelessness Prevention Grant is to provide emergency financial assistance to families experiencing a financial or other crisis through the payment of past due rent, mortgage, or utility bills to enable them to remain stably housed and for the provision of case management services.

**B-3. CATCHMENT AREA, LOCATION, TIMES**

**B-3.1.** For the purposes of this Contract, services shall occur within the following County(ies): St. Johns County.

**B-3.2.** The location and service times of the Provider are:

Flagler Hospital, Inc.

400 Health Park Blvd

St. Augustine, FL 32086

Hours of Operation: Monday – Friday 8am – 5pm

**B-3.3.** The Provider shall maintain a list of the subcontractor(s) including contact information and hours of operation and shall provide a listing to the Department upon execution of this Contract and at any additional point upon request. Changes in

subcontractor(s) shall not require an amendment to this Contract but will require a written request from the Provider and an approval from the Department (Contract Manager or Office on Homelessness) prior to any change in subcontractor(s).

- B-3.4.** The Provider shall deliver services in a manner consistent with applicable program requirements.
- B-3.5.** Services for homeless prevention and rapid re-housing assistance programs shall be provided during normal business hours, Monday through Friday from 8:00am until 5:00pm, and/or those hours deemed necessary by the Provider or subcontractor to meet the needs of clients seeking services.
- B-3.6.** Services for emergency shelters (if applicable under this Contract) shall be provided 24 hours a day, seven (7) days per week, including holidays.
- B-3.7.** Any change in location and/or service time shall not require an amendment to this Contract but will require a written request from the Provider and an approval from the Department (Contract Manager or Office on Homelessness) prior to the time change.

**B-4. CLIENTS TO BE SERVED**

- B-4.1. Staffing Grant** – The applicability of this section is identified in Section B-1.1. of this Contract. Clients are not served directly under the Staffing Grant, rather it is used to coordinate functions of the Lead Agency in accordance with 24 CFR Part 578 to implement the CoC plan.
- B-4.2. Challenge Grant** – The applicability of this section is identified in Section B-1.2. of this Contract. The Provider must serve clients in a manner consistent with the proposed projects that are included in the CoC plan.
- B-4.3. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in Section B-1.3. of this Contract. Applicable definitions for individuals who are eligible for services under ESG are found in 24 CFR Part 576.2 and defined as “homeless” or “at risk of homelessness”.
- B-4.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in Section B-1.4. of this Contract. To be eligible for assistance under this grant, a household consists of a family that resides in Florida; has at least one household member who is a United States citizen or a lawful permanent resident; has a minor child living in the household full-time; and has a household income less than two-hundred percent (200%) of the federal poverty level as annually published by the U.S. Department of Health and Human Services (HHS). The adult who applies for the grant assistance with the CoC must be the parent or guardian of the minor child residing in the household. The family’s housing emergency shall be the result of a financial or other crisis and documented by the Provider or its subcontractor(s).  
Applicable definitions for services under TANF are found in Section 414.0252, Florida Statutes.

**B-5. CLIENT ELIGIBILITY**

Client eligibility is set forth in Florida Statutes and in federal regulations for the respective funding stream as defined in Section B-4.

**B-6. CLIENT DETERMINATION**

It is the responsibility of the Provider to ensure all applicable services are provided in accordance with program requirements to eligible clients. If there are subcontractor(s) providing services under this Contract, it remains the primary responsibility of the Provider to ensure services are provided in a manner consistent with this Contract and the Provider’s application for rendering services, and applicable program requirements and guidance.

**B-7. EQUIPMENT**

It is the responsibility of the Provider under this Contract to ensure that necessary materials and equipment are readily available to ensure the provision of services under this Contract unless expressly authorized for purchase under the Contract and/or program requirements.

**B-8. CONTRACT LIMITS**

There are no additional contract limits.

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## 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 applicability of this section is identified in Section B-1.1. of this Contract. To achieve the Major Contract Goals for the **Staffing Grant** set forth in Section B-2.1, the Provider shall perform the tasks specified in Exhibit C1.
- C-1.2. The applicability of this section is identified in Section B-1.2. of this Contract. To achieve the Major Contract Goals for the **Challenge Grant** set forth in Section B-2.2, the Provider shall perform the tasks specified in Exhibit C2.
- C-1.3. The applicability of this section is identified in Section B-1.3. of this Contract. To achieve the Major Contract Goals for the **Emergency Solutions Grant (ESG)** set forth in Section B-2.3, the Provider shall perform applicable tasks specified in Exhibit C3.
- C-1.4. The applicability of this section is identified in Section B-1.4. of this Contract. To achieve the Major Contract Goals for the **Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** set forth in Section B-2.4, the Provider shall perform the tasks specified in Exhibit C4.

### C-2. ADMINISTRATIVE TASKS

#### C-2.1. **Staffing Requirements**

- C-2.1.1. The Provider shall recruit, select, train, and employ a qualified individual to serve as the administrator of this Contract. The administrator will carry out and/or coordinate the roles, functions, and responsibilities set forth in this Contract, including but not limited to grant monitoring, administrative functions, financial compliance, and reporting activities as specified or required.
- C-2.1.2. The Provider shall ensure adequate and sufficient staff, paid or volunteer, to satisfactorily meet all contract requirements, including background screening requirements in accordance with Section 4.14, Part 1 of this Contract.
- C-2.1.3. The Provider shall notify the Contract Manager in writing within five (5) business days of the vacancy of the administrator position and shall notify the Contract Manager when a qualified replacement has been hired.

C-2.2. **Professional Qualifications** – Minimum professional qualifications shall be determined by the Provider and is subject to request for documentation of professional qualifications by the Department, including the Contract Manager.

#### C-2.3. **Subcontracting**

C-2.3.1. The Provider shall not subcontract functions required to be carried out under the Staffing Grant.

##### C-2.3.2. **Subcontracting Provision**

C-2.3.2.1. The Provider may subcontract functions under the Challenge Grant, the Emergency Solutions Grant, and the Temporary Assistance for Needy Families Homelessness Prevention Grant as applicable in Sections B-1.2., B-1.3., and B-1.4. of this Contract.

C-2.3.2.2. The Provider must establish a process for subcontracting grant funds under this Contract.

C-2.3.2.3. Any subcontractor must have the capacity to carry-out functions under this Contract including but not limited to adequate staff to provide services, and program oversight and must be a registered non-profit.

C-2.3.2.4. The Provider shall supply subcontract agreements and/or any applicable amendments to the Department upon request.

##### C-2.3.3. **Subcontracting Monitoring**

C-2.3.3.1. The Provider shall monitor all subcontractor(s) receiving funding through and providing services subject to the terms specified in this Contract. The Provider shall develop a written monitoring schedule and plan. The monitoring schedule and plan shall be submitted to the Contract Manager within 30 calendar days of the beginning of each fiscal year. At a minimum, the schedule and plan shall include:

C-2.3.3.1.1. The dates of the scheduled onsite visits at the subcontractor location where services are conducted;

C-2.3.3.1.2. Staff interviews and personnel file checks to determine knowledge, skills, and abilities to perform grant services, and compliance with background screening requirements;



- C-2.3.3.1.3.** The number, percentage, or methodology to determine a statistical representation of client case files to be reviewed to determine compliance with grant eligibility criteria; and
- C-2.3.3.1.4.** The identified Terms of this Contract that will be passed on to the subcontractor and be reviewed for compliance by the Provider and subject to monitoring by the Department's Contract Manager and/or Office on Homelessness.
- C-2.3.3.2.** **Subcontracting Monitoring Findings** – Subsequent to the monitoring, the Provider shall report their findings in writing to the Department's Contract Manager within 30 calendar days from the monitoring date, to include but not limited to any required corrective action. If during the monitoring it is determined that a violation or suspected violation of law or policy has been found, the Provider shall report it immediately to the Department Contract Manager, the appropriate law enforcement agency, and/or the Inspector General, as determined appropriate by the level of the violation. If abuse, neglect, or abandonment of a child, disabled person, or senior citizen is suspected, then it must be reported immediately to the Department's Abuse Hotline. For monitoring guidance, the Provider may review CFOP 75-8, which may be requested through the Department Contract Manager.
- C-2.3.4. Emergency Solutions Grant (ESG) Subcontracting** – The applicability of this section is identified in Section B-1.3. of this Contract. In addition to the requirements identified in the Standard Contract, ESG shall conform to the following:
- C-2.3.4.1.** This Contract is funded in part by a federal grant award. Any sub-award is considered federal financial assistance and all subcontractors of services under this Contract are bound by grant requirements under 24 CFR Part 576, when conducting program activities and 2 CFR Part 200 as it relates to adherence to federal financial requirements under this grant award.
- C-2.3.4.2.** Any sub-award of this federal grant award must include a written agreement between both parties for the provision of eligible services. Providers under this grant award are required pursuant to 2 CFR Part 200 to monitor and validate program activities and financial compliance of all subcontractors.
- C-2.3.4.3.** Pursuant to 2 CFR Part 200.331, in part, all pass-through entities must ensure the following:
- C-2.3.4.3.1.** 2 CFR Part 200.331(a)(2) – All requirements imposed by the pass-through entity on the subcontractor so that the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award;
- C-2.3.4.3.2.** 2 CFR Part 200.331(a)(3) – Any additional requirements that the pass-through entity imposes on the subcontractor in order for the pass-through entity to meet its own responsibility to the federal awarding agency including identification of any required financial and performance reports;
- C-2.3.4.3.3.** 2 CFR Part 200.331(a)(5) – A requirement that the subcontractor permit the pass-through entity and auditors to have access to the subcontractor's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR Part 200.300 (statutory and national policy requirements) through 2 CFR Part 200.309 (period of performance), and subpart F (audit requirements) of this Part; and
- C-2.3.4.3.4.** 2 CFR Part 200.331(d) – Monitor the activities of the subcontractor as necessary to ensure that the sub-award is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the sub-award; and that the sub-award performance goals are achieved. Pass-through entity monitoring must include:
- C-2.3.4.3.4.1.** Reviewing financial and programmatic reports required by the pass-through entity.
- C-2.3.4.3.4.2.** Following up and ensuring that the subcontractor takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subcontractor detected through audits, onsite reviews, and other means.
- C-2.3.4.3.4.3.** Issuing a management decision for audit findings pertaining to the federal award provided as required by 2 CFR Part 200.521 (Management Decision).
- C-2.3.4.3.5.** 2 CFR Part 200.331(e) – Depending upon that pass-through entity's assessment of risk posed by the subcontractor as described in 2 CFR Part 200.331(b), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals.

**C-2.3.4.3.5.1.** Providing subrecipients with training and technical assistance on program-related matters; and

**C-2.3.4.3.5.2.** Performing on-site reviews of the subcontractor's program operations;

**C-2.3.4.3.5.3.** Arranging for agreed-upon-procedures engagements as described in 2 CFR Part 200.425 (audit services).

**C-2.3.4.3.6.** 2 CFR Part 200.331(f) – Verify that every subcontractor is audited as required by subpart F (audit requirements) of this part when it is expected that the subcontractor's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR Part 200.501 (audit requirements).

**C-2.4. Records and Documentation**

The Provider shall maintain all supporting documentation for invoice expenditures incurred during the Contract period for the delivery of services as described in Section D-1. This supporting documentation shall be provided to the Department upon request. Where permitted under applicable law, access by the public shall be permitted without delay. Examples of supporting documentation are identified in the Reference Guide for State Expenditures.

**C-2.5. Reports (programmatic and payment support)**

**C-2.5.1. Programmatic Reports** – The Provider shall submit reports according to the schedule in Exhibit C5. Monthly Status Reports can be found for applicable funding streams in Attachments D1–D4. Specific documentation required in programmatic reports for the acceptance of deliverables can be found in Attachments E1–E4.

**C-2.5.2. Payment Support Reports** – Section F-4 provides specific information that is required to accompany invoices.

**C-3. STANDARD CONTRACT REQUIREMENTS**

There are no additional requirements.

**C-4. EXHIBITS**

**Exhibit C1** – Staffing Grant Service Tasks

**Exhibit C2** – Challenge Grant Service Tasks

**Exhibit C3** – Emergency Solutions Grant Service Tasks

**Exhibit C4** – Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant Service Tasks

**Exhibit C5** – Unified Homelessness Contract Reporting Schedule

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**EXHIBIT C1 – STAFFING GRANT SERVICE TASKS**

**C1-1. SERVICE TASKS**

The applicability of this section is identified in Section B-1.1. of this Contract. To achieve the Major Contract Goals for the Staffing Grant set forth in Section B-2.1, the Provider shall perform the following tasks as set forth in 24 CFR Part 578, Subpart B (Responsibilities of the CoC):

- C1-1.1. Operate the CoC.** The Lead Agency, in coordination with the CoC, shall:
  - C1-1.1.1.** Hold meetings of the full CoC membership, with published agendas, at least semi-annually;
  - C1-1.1.2.** Solicit invitations for new members, at least annually, within the geographic area to join the CoC;
  - C1-1.1.3.** Appoint additional committees, subcommittees, or workgroups;
  - C1-1.1.4.** Develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with 24 CFR Part 578, Subpart B; with HMIS requirements as prescribed by HUD; and a code of conduct and recusal process for the board, its chair(s), and any person acting on behalf of the board;
  - C1-1.1.5.** Consult with the CoC Board and/or subrecipients to establish performance targets appropriate for population and program type, monitor subcontractor performance, evaluate outcomes, and take action against poor performers;
  - C1-1.1.6.** Operate a coordinated entry system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. The CoC must develop a specific policy to guide the operation of the coordinated entry system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from nonvictim service providers. This system must comply with any requirements established by HUD by Notice.
  - C1-1.1.7.** Establish and consistently follow written standards for providing CoC assistance for ESG funded projects as set forth in 24 CFR Part 576.400(e) and referenced in Section A-1.2.15. of this Contract.
- C1-1.2. Designating and Operating an HMIS.** The Lead Agency, in coordination with the CoC, shall:
  - C1-1.2.1.** Designate a single HMIS for the geographic area;
  - C1-1.2.2.** Designate an eligible applicant to manage the CoC's HMIS, which will be known as the HMIS Lead;
  - C1-1.2.3.** Review, revise, and approve a privacy plan, security plan, and data quality plan for the HMIS.
  - C1-1.2.4.** Ensure consistent participation of all subcontractor(s) funded as part of this Contract in the HMIS; and
  - C1-1.2.5.** Ensure the HMIS is administered in compliance with requirements prescribed by HUD.
- C1-1.3. CoC Planning.** The Lead Agency, in coordination with the CoC, shall develop a plan that includes:
  - C1-1.3.1.** Coordinate the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals (including unaccompanied youth) and families. At a minimum, such system encompasses the following:
    - C1-1.3.1.1.** Outreach, engagement, and assessment;
    - C1-1.3.1.2.** Shelter, housing, and supportive services;
    - C1-1.3.1.3.** Prevention strategies.
  - C1-1.3.2.** Plan for and conduct an annual point-in-time count of homeless persons within the geographic area that meets the following requirements:
    - C1-1.3.2.1.** Homeless persons who are living in a place not designed or ordinarily used as a regular sleeping accommodation for humans must be counted as unsheltered homeless persons.
    - C1-1.3.2.2.** Persons living in emergency shelters and transitional housing projects must be counted as sheltered homeless persons.
    - C1-1.3.2.3.** Other requirements established by HUD by Notice.
  - C1-1.3.3.** Conduct an annual gaps analysis/needs assessment of the homeless needs and services available within the geographic area.
  - C1-1.3.4.** Consult with the Department regarding ESG program activities within the CoC's geographic area for the purposes of providing a comprehensive response for accurately reflecting the services provided throughout the state.

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**EXHIBIT C2 – CHALLENGE GRANT SERVICE TASKS**

**C2-1. SERVICE TASKS**

The applicability of this section is identified in Section B-1.2. of this Contract. The objective of the Challenge Grant is to enable local communities to fund housing, program, and/or service needs included in the CoC plan.

- C2-1.1.** Under the Challenge Grant, the Provider and its subcontractors must serve clients in a manner consistent with the client eligibility definitions in Section B-4.
- C2-1.2.** All activities under the Challenge Grant will be consistent with the CoC plan. The plan is incorporated in the original solicitation and submitted annually as part of this Contract.
- C2-1.3.** Any activities provided by the Provider or a subcontractor will be performed in a manner consistent with the CoC plan, the grant application, and/or with written approval from the Department (Contract Manager and/or the Office on Homelessness). In accordance with Section 420.622(4), Florida Statutes, all activities must support the housing, program, or service needs included in the CoC plan.
- C2-1.4.** Changes in services are allowable with written approval of the Department (Contract Manager and/or the Office on Homelessness) and do not require an amendment to this Contract unless it is not clear that the services are consistent with the CoC plan incorporated by reference to this Contract.

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### EXHIBIT C3 – EMERGENCY SOLUTIONS GRANT (ESG) SERVICE TASKS

#### C3-1. SERVICE TASKS

The applicability of this section is identified in section B-1.3. of this contract. 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 activities under this Contract, as defined in 24 CFR Part 576, Subpart B.

- C3-1.1. Street Outreach Component (24 CFR Part 576.101)** – Subject to the expenditure limit in 24 CFR Part 576.100(b), ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term “unsheltered homeless people” means individuals and families who qualify as homeless under paragraph (1)(i) of the “homeless” definition under 24 CFR Part 576.2. The eligible costs and requirements for essential services consist of the following as defined in 24 CFR Part 576.101: engagement, case management, emergency health services, emergency mental health services, transportation, and services for special populations.
- C3-1.1.1.** Per 24 CFR Part 576.100(b), the total amount of the grant award that may be used for street outreach and emergency shelter activities cannot exceed 60 percent of the Provider’s fiscal year grant award.
- C3-1.2. Emergency Shelter Component (24 CFR Part 576.102)** – Subject to the expenditure limit in 24 CFR Part 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters. The eligible costs and requirements consist of the following as defined in 24 CFR Part 576.102: essential services, including but not limited to, case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations; renovation; shelter operations; and assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- C3-1.2.1.** Per 24 CFR Part 576.100(b), the total amount of the grant award that may be used for street outreach and emergency shelter activities cannot exceed 60 percent of the Provider’s fiscal year grant award.
- C3-1.3. Homelessness Prevention Component (24 CFR Part 576.103)** – 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 24 CFR Part 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 24 CFR Part 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 24 CFR Part 576.105, the short-term and medium-term rental assistance requirements in 24 CFR Part 576.106, and the written standards and procedures established under 24 CFR Part 576.400(e).
- C3-1.4. Rapid Re-Housing Assistance Component (24 CFR Part 576.104)** – 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 24 CFR Part 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 24 CFR Part 576.105, the short- and medium-term rental assistance requirements in 24 CFR Part 576.106, and the written standards and procedures established under 24 CFR Part 576.400(e).
- C3-1.5. HMIS Component (24 CFR Part 576.107)** – The Lead Agency or subcontractor(s) may use ESG funds to pay the costs of contributing data to the HMIS designated by the CoC for the area, including the costs of: Purchasing or leasing computer hardware; Purchasing software or software licenses; Purchasing or leasing equipment, including telephones, fax machines, and furniture; Obtaining technical support; Leasing office space; Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS; Paying salaries for operating HMIS; Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and

programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act; Paying staff travel costs to conduct intake; and Paying participation fees charged by the HMIS Lead, if the Provider or subcontractor is not the HMIS Lead. The HMIS Lead is the entity designated by the CoC to operate the area's HMIS.

If the Lead Agency is also the HMIS Lead Agency, as designated by the CoC in the most recent fiscal year CoC Homeless Assistance Grants Competition, it may also use ESG funds to pay the costs of: Hosting and maintaining HMIS software or data; Backing up, recovering, or repairing HMIS software or data; Upgrading, customizing, and enhancing the HMIS; Integrating and warehousing data, including development of a data warehouse for use in aggregating data from subcontractor(s) using multiple software systems; Administering the system; Reporting to providers, the CoC, and HUD; and Conducting training on using the system or a comparable database, including traveling to the training.

If a subcontractor is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time (*i.e.*, longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

**C3-1.6. Administrative Activities (24 CFR Part 576.108)** – The Lead Agency or subcontractor(s) may use up to a combined 5 percent (5%) of its ESG grant award for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 576.101 through 24 CFR 576.107, because those costs are eligible as part of those activities. Eligible administrative costs include:

**C3-1.6.1. General management, oversight and coordination.** Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:

**C3-1.6.1.1.** Salaries, wages, and related costs of the Provider's staff, the staff of subcontractors, or other staff engaged in program administration. In charging costs to this category, the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose *primary* responsibilities with regard to the program involve program administration assignments, or the *pro rata* share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. Only one of these methods may be used to calculate administrative costs.

Program administration assignments include the following: Preparing program budgets and schedules, and amendments to those budgets and schedules; Developing systems for assuring compliance with program requirements; Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities; Preparing reports and other documents directly related to the program for submission to the Department; Coordinating the resolution of audit and monitoring findings; Evaluating program results against stated objectives; and Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i)(A) through (G) of this section.

**C3-1.6.1.2.** Travel costs incurred for monitoring of subrecipients; Monitoring program activities for progress and compliance with program requirements;

**C3-1.6.1.3.** Administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; and

**C3-1.6.1.4.** Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.

**C3-1.6.2. Training on ESG requirements.** Costs of providing training on ESG requirements and attending HUD-sponsored ESG trainings.

**C3-1.6.3. Consolidated plan.** Costs of preparing and amending the ESG and homelessness-related sections of the consolidated plan in accordance with ESG requirements and 24 CFR Part 91.

**C3-1.6.4. Environmental review.** Costs of carrying out the environmental review responsibilities under 24 CFR 576.407.

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**EXHIBIT C4 – TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)  
HOMELESSNESS PREVENTION GRANT SERVICE TASKS**

**C4-1. SERVICE TASKS**

The applicability of this section is identified in section B-1.4. of this Contract. The purpose of the TANF Homelessness Prevention Grant is to assist eligible families to prevent the family from becoming homeless and to maintain stable housing following the assistance from the grant. Each recipient of grant funding from the TANF Homelessness Prevention Grant must complete the following tasks:

- C4-1.1. Case Management** – The Provider or its subcontractor shall provide case managers for the delivery of case management services, including the determination of eligibility, to assist families as outlined in the family case plan:
  - C4-1.1.1.** The family's case plan shall set forth costs that will be covered by the grant, as well as the total dollar amount of assistance to be provided to the family.
  - C4-1.1.2.** The case plan shall spell out the family's goal for housing stability, the anticipated date the case plan will be completed, the type of assistance to be delivered to the family, and the Provider's schedule for monitoring the family's housing stability following the cessation of grant assistance, whether the family was able to avoid becoming homeless, and whether the family remained in permanent housing.
- C4-1.2. Emergency Financial Assistance** – The Provider or its subcontractor shall provide emergency financial assistance to families at risk of homelessness, through assistance with past due rent, mortgage, and utility payments. The amount of financial assistance necessary to prevent homelessness shall be supported by a late notice or intent to evict from the landlord or a late notice from the mortgage company, or a past due bill or intent to disconnect notice from the utility company, documenting services to the applicant's address, in a household member's name, and an amount owed. The notice must include the name and address of the landlord, mortgage, or utility company where the payment should be mailed.
- C4-1.3. Family Monitoring** – The Provider or its subcontractor shall track, monitor, and report on each family assisted for at least twelve (12) months after the date of last assistance is provided to the family.
- C4-1.4. Case File** – The Provider or its subcontractor shall develop, maintain, and retain a case file on each family applying for assistance. The case file shall contain all information necessary to determine the eligibility of the family, and shall also include, but is not limited to the following:
  - C4-1.4.1.** An eligibility determination;
  - C4-1.4.2.** A Case Plan for persons assisted;
  - C4-1.4.3.** Documentation of household income and size;
  - C4-1.4.4.** Documentation of emergency financial assistance provided to the family;
  - C4-1.4.5.** Documentation of how often the family has applied for and received assistance, including the limit on the number of times the family may be assisted; and
  - C4-1.4.6.** Documentation of monitoring of the family and the housing outcome achieved.
- C4-1.5. Additional Responsibilities** – In addition, the Provider or its subcontractor shall:
  - C4-1.5.1.** Develop and utilize an application for all persons seeking assistance. At a minimum, the application must identify all household members, the amount and type of assistance sought, and the date of the request for assistance.
  - C4-1.5.2.** Enter information on each family assisted into the local HMIS;
  - C4-1.5.3.** Set a maximum per family assistance amount;
    - C4-1.5.3.1. Past Due Rent or Mortgage Assistance** – Eligible households may receive a maximum of 4 months of past due rent or mortgage assistance or financial support for past due rent or mortgage assistance not to exceed \$4,000.00.
    - C4-1.5.3.2. Past Due Utility Assistance** – Eligible households may receive a maximum of 4 months of past due utility assistance or financial support for past due utility assistance not to exceed \$500.00.

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**EXHIBIT C5 – UNIFIED HOMELESSNESS CONTRACT REPORTING SCHEDULE**

<b>Report Title</b>	<b>Reporting Frequency</b>	<b>Report Due Date</b>	<b>DCF Personnel to Receive Reports</b>	<b>Additional Notes</b>
<b>Invoice &amp; Match Report</b> (for each applicable funding stream)	Monthly	15th of each month following the delivery of services, or next business day if the 15th falls on a Saturday, Sunday, or holiday	Contract Manager	See Attachments F1–F4
<b>Roll-up Report</b> (for each applicable cost-reimbursement funding stream)	Monthly	15th of each month following the delivery of services, or next business day if the 15th falls on a Saturday, Sunday, or holiday	Contract Manager	See Attachments F2.1, F3.1, and F4.1
<b>Back-up Documentation</b> (for each applicable cost-reimbursement funding stream)	Monthly	15th of each month following the delivery of services, or next business day if the 15th falls on a Saturday, Sunday, or holiday	Contract Manager	See Attachments E1–E4
<b>Monthly Status Report</b> (for each applicable funding stream)	Monthly	15th of each month following the delivery of services, or next business day if the 15th falls on a Saturday, Sunday, or holiday	Contract Manager & Office on Homelessness	See Attachments D1–D4
<b>HMIS Consolidated Annual Performance and Evaluation Report (CAPER)</b>				
	Quarterly	October 15th January 15th April 15th July 15th (of annual data)	Contract Manager & Office on Homelessness	Files must be submitted for each Activity in zipped .csv files
<b>Monitoring Plan and Schedule</b>				
	Annually	Within 30 days of contract execution and by July 15th annually thereafter	Contract Manager	For all services subcontracted in this Contract
<b>Monitoring Findings</b>				
	Annually	Within 30 days of completion of any monitoring completed by the Lead Agency	Contract Manager	For all services subcontracted in this Contract
<b>Employment Screening Attestation</b>				
	Annually	July 15th	Contract Manager	As required by Section 4.14, Part 1 of this Contract
<b>List of Subcontractors</b>				
	Annually	July 15th	Contract Manager & Office on Homelessness	As defined by Section 4.3.1, Part 1 of this Contract
<b>Annual Point In Time Count (conducted during the HUD specified timeframe)</b>				
	Annually	April 30th or within 15 days after the results have been submitted to HUD, whichever is later	Contract Manager & Office on Homelessness	Downloaded version of data submitted to HUD
<b>HUD System Performance Measures</b>				
	Annually	June 15th or within 15 days after the results have been submitted to HUD, whichever is later	Contract Manager & Office on Homelessness	Downloaded version of data submitted to HUD
<b>ESG Written Standards (if applicable under section B-1.3.)</b>				
	Annually	July 15th	Contract Manager & Office on Homelessness	CoC-level written standards for ESG funded projects



<b>Report Title</b>	<b>Reporting Frequency</b>	<b>Report Due Date</b>	<b>DCF Personnel to Receive Reports</b>	<b>Additional Notes</b>
<b>CoC Plan</b>	Annually	July 15th	Contract Manager & Office on Homelessness	Plan submitted as part of the CoC NOFA or formatted for CoC distribution
<b>CoC Governance Charter</b>	Annually	July 15th	Contract Manager & Office on Homelessness	Governance Charter as provided to CoC
<b>Gaps Analysis/Needs Assessment</b>	Annually	October 15th	Contract Manager & Office on Homelessness	Gaps Analysis/Needs Assessment required by HUD
<b>Longitudinal System Analysis</b> (formerly Annual Homeless Assessment Report)	Annually	December 31st or within 15 days after the results have been submitted to HUD, whichever is later	Contract Manager & Office on Homelessness	Downloaded version of data submitted to HUD

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**EXHIBIT D – DELIVERABLES**

**D-1. SERVICE UNITS**

- D-1.1. Staffing Grant** – The applicability of this section is identified in section B-1.1. of this Contract. A service unit consists of one (1) month of supporting activities as identified in Exhibit C1.
- D-1.2. Challenge Grant** – The applicability of this section is identified in section B-1.2. of this Contract. A unit of service is one (1) month of providing housing, service, and/or program needs in a manner consistent with the CoC Plan to eligible individuals as described in Exhibit C2.
- D-1.3. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in section B-1.3. of this Contract. A unit of service is one (1) month of providing emergency shelter including expenses related to operating emergency shelters or essential services, street outreach to unsheltered individuals, and/or homelessness prevention and rapid re-housing assistance to eligible individuals as described in Exhibit C3.
- D-1.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in section B-1.4. of this Contract. A unit of service is one (1) month of providing homeless prevention and/or case management services to eligible individuals as described in Exhibit C4.

**D-2. MONTHLY SERVICE DELIVERABLES**

**D-2.1. Staffing Grant** – The applicability of this section is identified in section B-1.1. of this Contract. Each month, the Provider shall provide a report of the completed monthly activities within the geographic area. The Provider shall deliver at least three (3) activities from two (2) of the following:

- D-2.1.1. CoC Board/Membership Meeting Activities**
- D-2.1.2. CoC Committee/Subcommittee/Workgroup Activities**
- D-2.1.3. CoC Training and Technical Assistance Activities**

The Provider shall demonstrate satisfactory progress towards the service targets through the submission of the Monthly Status Report in Exhibit D1.

**D-2.2. Challenge Grant** – The applicability of this section is identified in section B-1.2. of this Contract. Each month, the Provider shall provide eligible housing, program, and/or service needs to the geographic area.

**D-2.2.1. Challenge Grant Housing Activities** – The Challenge Grant Housing Projects will serve a minimum of 10 individuals each month.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	<u>10</u>	<u>10</u>	<u>10</u>

**D-2.2.2. Challenge Grant Program Activities** – The Challenge Grant Program Projects will serve a minimum of NA individuals each month.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	<u>NA</u>	<u>NA</u>	<u>NA</u>

**D-2.2.3. Challenge Grant Service Activities** – The Challenge Grant Service Projects will serve a minimum of NA individuals each month.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	<u>NA</u>	<u>NA</u>	<u>NA</u>

The Provider shall demonstrate satisfactory progress towards the service targets through the submission of the Monthly Status Report in Exhibit D2.

**D-2.3. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in section B-1.3. of this Contract. Each month, the Provider shall provide eligible emergency shelter including expenses related to operating emergency shelters or essential services, street outreach to unsheltered individuals, and/or homelessness prevention and rapid re-housing assistance to eligible individuals in the geographic area.

**D-2.3.1. ESG Emergency Shelter Activities** – The ESG Emergency Shelter Projects will serve a minimum of 75 individuals each month.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	75	75	75

**D-2.3.2. ESG Street Outreach Activities** – The ESG Street Outreach Projects will serve a minimum of 8 individuals each month.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	8	8	8

**D-2.3.3. ESG Homelessness Prevention Activities** – The ESG Homelessness Prevention Projects will serve a minimum of 3 individuals each month.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	3	3	3

**D-2.3.4. ESG Rapid Re-Housing Activities** – The ESG Rapid Re-Housing Projects will serve a minimum of 3 individuals each month.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	3	3	3

The Provider shall demonstrate satisfactory progress towards the service targets through the submission of the Monthly Status Report in Exhibit D3.

**D-2.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in section B-1.4. of this Contract. Each month, the Provider shall provide eligible homelessness prevention and/or case management services to the geographic area.

**D-2.4.1. TANF Homelessness Prevention Activities** – The TANF Homelessness Prevention Projects will serve a minimum of 4 individuals and 2 households each month.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	4	4	4
Total Households	2	2	2

**D-2.4.2. TANF Case Management Activities** – The TANF Case Management Projects will serve a minimum of 4 individuals and 2 households each month.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	4	4	4
Total Households	2	2	2

The Provider shall demonstrate satisfactory progress towards the service targets through the submission of the Monthly Status Report in Exhibit D4.

**D-2.5.** In the event that the Provider has met the Annual Service Targets identified in Section D-3 prior to the end of the fiscal year, the Monthly Deliverables identified in Section D-2 shall no longer apply for the remainder of the applicable fiscal year. For fixed price invoices, the Provider shall be required to serve a minimum of 1 individual/household per month for each achieved service target, for the subsequent service months.

### D-3. ANNUAL SERVICE DELIVERABLES

During each State Fiscal Year, the provider shall deliver:

**D-3.1. Staffing Grant** – The applicability of this section is identified in section B-1.1. of this Contract. The Provider shall deliver twelve (12) months of local CoC services to support the homeless population and communities receiving assistance needed, in addition to meeting the annual service targets below.

**D-3.1.1. Monitoring Plan and Schedule** – The Provider shall deliver a detailed Monitoring Plan and Schedule each fiscal year on or before the date identified in Exhibit C5.

- D-3.1.2. Monitoring Findings** – The Provider shall deliver the Monitoring Findings on or before the dates identified in Exhibit C5.
- D-3.1.3. Employment Screening Attestation** – The Provider shall deliver the Employment Screening Attestation on or before the date identified in Exhibit C5.
- D-3.1.4. List of Subcontractors** – The Provider shall deliver the List of Subcontractors on or before the date identified in Exhibit C5.
- D-3.1.5. Annual Point In Time Count** – The Provider shall deliver the results of the Annual Point In Time Count as reported to HUD each fiscal year on the date identified in Exhibit C5 or within 15 days after the results have been submitted to HUD, whichever is later.
- D-3.1.6. HUD System Performance Measures** – The Provider shall report the System Performance Measures as provided to HUD each fiscal year on the date identified in Exhibit C5 or within 15 days after the report has been submitted to HUD, whichever is later.
- D-3.1.7. ESG Written Standards** – The Provider shall provide an updated copy of the ESG Written Standards each fiscal year on or before the date identified in Exhibit C5.
- D-3.1.8. CoC Plan** – The Provider shall provide a copy of the approved CoC Plan each fiscal year on or before the date identified in Exhibit C5.
- D-3.1.9. CoC Governance Charter** – The Provider shall provide an updated copy of the governance charter each fiscal year on or before the date identified in Exhibit C5.
- D-3.1.10. Gaps Analysis/Needs Assessment** – The Provider shall conduct a gaps analysis/needs assessment to determine local needs and establish community priorities each fiscal year and submit the findings on or before the date identified in Exhibit C5.
- D-3.1.11. Longitudinal Systems Analysis** – The Provider shall deliver the results of the Longitudinal Systems Analysis as reported to HUD each fiscal year on the date identified in Exhibit C5 or within 15 days after the results have been submitted to HUD, whichever is later.

**D-3.2. Challenge Grant** – The applicability of this section is identified in section B-1.2. of this Contract. The Provider shall deliver twelve (12) months of housing, program, and/or service needs to the geographic area.

**D-3.2.1. Challenge Grant Housing Activities** – The Challenge Grant Housing Projects will serve, at a minimum, the following number of individuals each fiscal year.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	120	120	120

**D-3.2.2. Challenge Grant Program Activities** – The Challenge Grant Program Projects will serve, at a minimum, the following number of individuals each fiscal year.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	NA	NA	NA

**D-3.2.3. Challenge Grant Service Activities** – The Challenge Grant Service Projects will serve, at a minimum, the following number of individuals each fiscal year.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	NA	NA	NA

The Provider shall demonstrate satisfactory progress towards the service targets through the submission of the Monthly Status Report in Exhibit D2.

**D-3.3. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in section B-1.3. of this Contract. The Provider shall deliver twelve (12) months emergency shelter for the homeless, expenses related to operating emergency shelters and providing essential services, street outreach for the homeless, and/or homelessness prevention and rapid re-housing assistance to the geographic area.

**D-3.3.1. ESG Emergency Shelter Activities** – The ESG Emergency Shelter Projects will serve, at a minimum, the following number of individuals each fiscal year.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals			

Total Individuals	900	900	900
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**D-3.3.2. ESG Street Outreach Activities** – The ESG Street Outreach Projects will serve, at a minimum, the following number of individuals each fiscal year.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	96	96	96

**D-3.3.3. ESG Homelessness Prevention Activities** – The ESG Homelessness Prevention Projects will serve, at a minimum, the following number of individuals each fiscal year.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	36	36	36

**D-3.3.4. ESG Rapid Re-Housing Activities** – The ESG Rapid Re-housing Projects will serve, at a minimum, the following number of individuals each fiscal year.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	36	36	36

The Provider shall demonstrate satisfactory progress towards the service targets through the submission of the Monthly Status Report in Exhibit D3.

**D-3.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in section B-1.4. of this Contract. The Provider shall deliver twelve (12) months homelessness prevention and/or case management services to the geographic area.

**D-3.4.1. TANF Homelessness Prevention Activities** – The TANF Homelessness Prevention Projects will serve, at a minimum, the following number of individuals and households each fiscal year.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	48	48	48
Total Households	24	24	24

**D-3.4.2. TANF Case Management Activities** – The TANF Case Management Projects will serve, at a minimum, the following number of individuals and households each fiscal year.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	48	48	48
Total Households	24	24	24

The Provider shall demonstrate satisfactory progress towards the service targets through the submission of the Monthly Status Report in Exhibit D4.

**D-4. MONTHLY STATUS REPORTS**

**Attachment D1** – Staffing Grant Monthly Status Report

**Attachment D2** – Challenge Grant Monthly Status Report

**Attachment D3** – Emergency Solutions Grant Monthly Status Report

**Attachment D4** – Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant Monthly Status Report

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**ATTACHMENT D1 – STAFFING GRANT MONTHLY STATUS REPORT**

dropdown	<b>Provider Name</b>	<b>Monthly Status Report</b>	
prepopulate	<b>Contract #</b>	dropdown	<b>Month of Services</b>

ATTESTATION: By completing 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 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 statement, false claims, or otherwise. Additionally, I certify that all invoices supporting this report have been submitted to the Department in accordance with this agreement.

Name & Title of Agency Official	Date
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<b>Staffing Grant Deliverables</b> (Must complete at least three (3) activities from two (2) of the following.)	<b>Monthly</b>	<b>Year to Date</b>
CoC Board/Membership Meetings		
CoC Committee/Subcommittee/Workgroup Meetings		
CoC Training and Technical Assistance Activities		

<b>Staffing Grant Output Measures</b>	<b>Monthly</b>	<b>Year to Date</b>
Total Individuals Experiencing Homelessness in the CoC		
Total Households Experiencing Homelessness in the CoC		
Individuals Becoming Homeless for the First Time in the CoC		
Individuals Returning to the Homeless System in the CoC		
Unduplicated Individuals Served in the CoC		
Total Exits to Permanent Housing in the CoC		

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**ATTACHMENT D2 – CHALLENGE GRANT MONTHLY STATUS REPORT**

dropdown	<b>Provider Name</b>	<b>Monthly Status Report</b>	
prepopulate	<b>Contract #</b>	dropdown	<b>Month of Services</b>

ATTESTATION: By completing 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 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 statement, false claims, or otherwise. Additionally, I certify that all invoices supporting this report have been submitted to the Department in accordance with this agreement.

Name & Title of Agency Official	Date
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<b>Challenge Grant Deliverables</b> (minimum monthly deliverable for activity)	<b>Housing Need #</b>	<b>Program Need #</b>	<b>Service Need #</b>
Total Individuals Served by Activity (Monthly)			
Total Individuals Served by Activity (Year to Date)			

<b>Challenge Grant Output Measures</b>	<b>Housing Need</b>	<b>Program Need</b>	<b>Service Need</b>
New Individuals Served this Month			
Individuals with Increased Income (benefits)			
Individuals with Increased Income (employment)			
Individuals Connected to Housing Case Management			
Individuals Permanently Housed			
Average Financial Assistance Provided	\$ -	\$ -	\$ -

<b>Remaining Stably Housed</b>	<b>3 months</b>	<b>6 months</b>	<b>9 months</b>	<b>12 months</b>
Total Individuals Housed by Challenge Grant Funding				
Individuals Remaining Stably Housed by Challenge Grant Funding				
Percentage Remaining Housed by Challenge Grant Funding	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

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**ATTACHMENT D3 – EMERGENCY SOLUTIONS GRANT MONTHLY STATUS REPORT**

dropdown	<b>Provider Name</b>	<b>Monthly Status Report</b>	
prepopulate	<b>Contract #</b>	dropdown	<b>Month of Services</b>
<p>ATTESTATION: By completing 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 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 statement, false claims, or otherwise. Additionally, I certify that all invoices supporting this report have been submitted to the Department in accordance with this agreement.</p>			
Name & Title of Agency Official			Date

<b>Emergency Solutions Grant Deliverables</b> (minimum monthly deliverable for activity)	<b>Street Outreach #</b>	<b>Emergency Shelter #</b>	<b>Prevention #</b>	<b>Rapid Rehousing #</b>
Total Individuals Served by Activity (Monthly)				
Total Individuals Served by Activity (Year to Date)				

<b>Emergency Solutions Grant Output Measures</b>	<b>Street Outreach</b>	<b>Emergency Shelter</b>	<b>Prevention</b>	<b>Rapid Rehousing</b>
New Individuals Served this Month				
Individuals with Increased Income (benefits)				
Individuals with Increased Income (employment)				
Individuals Connected to Housing Case Management				
Individuals Permanently Housed				
Average Financial Assistance Provided			\$ -	\$ -

<b>Remaining Stably Housed</b>	<b>3 months</b>	<b>6 months</b>	<b>9 months</b>	<b>12 months</b>
Total Individuals Housed by Emergency Solutions Grant Funding				
Individuals Remaining Stably Housed by Emergency Solutions Grant Funding				
Percentage Remaining Housed by Emergency Solutions Grant Funding	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

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**ATTACHMENT D4 – TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)  
HOMELESSNESS PREVENTION GRANT MONTHLY STATUS REPORT**

dropdown	<b>Provider Name</b>		<b>Monthly Status Report</b>
prepopulate	<b>Contract #</b>	dropdown	<b>Month of Services</b>

ATTESTATION: By completing 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 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 statement, false claims, or otherwise. Additionally, I certify that all invoices supporting this report have been submitted to the Department in accordance with this agreement.

Name & Title of Agency Official	Date
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<b>TANF Homelessness Prevention Grant Deliverables</b> (minimum monthly deliverable for activity = households/individuals)	<b>Financial Assistance ###</b>	<b>Case Management ###</b>
Total Individuals Served by Activity (Monthly)		
Total Households Served by Activity (Monthly)		
Total Individuals Served by Activity (Year to Date)		
Total Households Served by Activity (Year to Date)		

<b>TANF Homelessness Prevention Grant Output Measures</b>	<b>Financial Assistance</b>	<b>Case Management</b>
New Individuals Served this Month		
Individuals with Increased Income (benefits)		
Individuals with Increased Income (employment)		
Average Financial Assistance Provided	\$ -	\$ -

<b>Remaining Stably Housed</b>	<b>3 months</b>	<b>6 months</b>	<b>9 months</b>	<b>12 months</b>
Total Individuals Housed by TANF Grant Funding				
Individuals Remaining Stably Housed by TANF Grant Funding				
Percentage Remaining Housed by TANF Grant Funding	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

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**EXHIBIT E – MINIMUM PERFORMANCE MEASURES**

**E-1. MINIMUM PERFORMANCE MEASURES (DELIVERABLES)**

The Provider shall achieve the following minimum performance measures for the duration of this Contract. The acceptance of performance measures for each unit of service specified in Section D-1 shall be made independently using the Monthly Status Report identified in Attachments D1–D4. The Provider's failure to achieve the minimum performance measure for any unit of service shall not prevent acceptance of performance measures for any other unit of service.

The minimum performance measures established in Section D of this Contract, and in the Monthly Status Reports identified in Attachments D1–D4 pursuant to Section 2.4.2 of the CF Standard Contract shall be maintained by the Department for the term of this Contract. The performance standards are evaluated each Fiscal Year (FY) within the Unified Homelessness Contract based on data provided in the Monthly Status Reports.

- E-1.1. Staffing Grant** – The applicability of this section is identified in section B-1.1. of this Contract. Performance measures will specifically address the deliverables identified in Section D-2.1, as referenced in 24 CFR Part 578.7.
- E-1.2. Challenge Grant** – The applicability of this section is identified in section B-1.2. of this Contract. Performance measures will specifically address the housing, service, and program needs included in the CoC plan pursuant to Section 420.622(4), Florida Statutes.
- E-1.3. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in section B-1.3. of this Contract. Performance measures will specifically address the program components referenced in 24 CFR Part 576 Subpart B. Reporting requirements established by the US Department of Housing and Urban Development require the submission of activities for all funded programs using the Consolidated Annual Performance and Evaluation Report (CAPER) as demonstration of program compliance. Providers will supply this information by the dates set forth in Exhibit C5 to the Department for its submission to HUD.
- E-1.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in section B-1.4. of this Contract. Performance measures will specifically address the requirements set forth in Section 414.161(5), Florida Statutes, and are as follows:
  - E-1.4.1.** At least eighty-five percent (85%) of households assisted shall remain stably housed and avoid becoming homeless for at least twelve (12) months following the last date of assistance provided.
  - E-1.4.2.** One hundred percent (100%) of households deemed eligible to receive assistance will have a case plan documenting the amount and type of assistance provided, steps to achieve housing stability, and the anticipated date of plan completion.

**E-2. PERFORMANCE MEASURES FOR THE ACCEPTANCE OF DELIVERABLES**

- E-2.1.** The Provider's failure to achieve the minimum service levels for any of the deliverables identified in Section D-2 shall not prevent acceptance of deliverables and payment for any other funding stream invoiced for under this Contract.
- E-2.2. Staffing Grant** – The applicability of this section is identified in section B-1.1. of this Contract. For the acceptance of deliverables, the Provider shall meet or exceed the minimum targets specified herein. The supporting documentation to verify successful completion is referenced in Exhibit E1.

Minimum Service Target	Criteria for Evaluating Completion
<b>CoC Board/Membership Meeting Activities</b> – The CoC will hold a minimum number of CoC Board and/or Membership Meetings each month, as defined in section D-2.1.1.	Complete three (3) activities from at least two (2) of the Minimum Service Targets identified.
<b>CoC Committee/Subcommittee/Workgroup Activities</b> – The CoC will hold a minimum number of Committee, Subcommittee, or Workgroup Meetings each month, as defined in section D-2.1.2.	
<b>CoC Training and Technical Assistance Activities</b> – The CoC will conduct a minimum number of Training and Technical Assistance Activities each month, as defined in section D-2.1.3.	

- E-2.3. Challenge Grant** – The applicability of this section is identified in section B-1.2. of this Contract. For the acceptance of deliverables, the Provider shall meet or exceed the minimum targets specified herein. The supporting documentation to verify successful completion is referenced in Exhibit E2.

Minimum Service Target	Criteria for Evaluating Completion
<b>Challenge Grant Housing Activities</b> – The Challenge Grant Housing Projects will serve a minimum number of individuals, as identified in section D-2.2.1. (Monthly) and D-3.2.1. (Annual).	100% of individuals served by Challenge Grant Housing Activities on an annual basis
<b>Challenge Grant Program Activities</b> – The Challenge Grant Program Projects will serve a minimum number of individuals, as identified in section D-2.2.2. (Monthly) and D-3.2.2. (Annual).	100% of individuals served by Challenge Grant Program Activities on an annual basis
<b>Challenge Grant Service Activities</b> – The Challenge Grant Service Projects will serve a minimum number of individuals, as identified in section D-2.2.3. (Monthly) and D-3.2.3. (Annual).	100% of individuals served by Challenge Grant Service Activities on an annual basis

**E-2.4. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in section B-1.3. of this Contract. For the acceptance of deliverables, the Provider shall meet or exceed the minimum targets specified herein. The supporting documentation to verify successful completion is referenced in Exhibit E3.

Minimum Service Target	Criteria for Evaluating Completion
<b>ESG Emergency Shelter Activities</b> – The ESG Emergency Shelter Projects will serve a minimum number of individuals, as identified in section D-2.3.1. (Monthly) and D-3.3.1. (Annual).	100% of individuals served by ESG Emergency Shelter Activities on an annual basis
<b>ESG Street Outreach Activities</b> – The ESG Street Outreach Projects will serve a minimum number of individuals, as identified in section D-2.3.2. (Monthly) and D-3.3.2. (Annual).	100% of individuals served by ESG Street Outreach Activities on an annual basis
<b>ESG Homelessness Prevention Activities</b> – The ESG Homelessness Prevention Projects will serve a minimum number of individuals, as identified in section D-2.3.3. (Monthly) and D-3.3.3. (Annual).	100% of individuals served by ESG Homelessness Prevention Activities on an annual basis
<b>ESG Rapid Re-Housing Activities</b> – The ESG Rapid Re-Housing Projects will serve a minimum number of individuals, as identified in section D-2.3.4. (Monthly) and D-3.3.4. (Annual).	100% of individuals served by ESG Rapid Re-Housing Activities on an annual basis

**E-2.5. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in section B-1.4. of this Contract. For the acceptance of deliverables, the Provider shall meet or exceed the minimum targets specified herein. The supporting documentation to verify successful completion is referenced in Exhibit E4.

Minimum Service Target	Criteria for Evaluating Completion
<b>TANF Homelessness Prevention Activities</b> – The TANF Homelessness Prevention Projects will serve a minimum number of individuals and households, as identified in section D-2.4.1. (Monthly) and section D-3.4.1. (Annual).	100% of individuals and 100% of households served by TANF Homelessness Prevention Activities on an annual basis
<b>TANF Case Management Activities</b> – The TANF Case Management Projects will serve a minimum number of individuals and households, as identified in section D-2.4.2. (Monthly) and section D-3.4.2. (Annual).	100% of individuals and 100% of households served by TANF Case Management Activities on an annual basis

**E-2.6.** For sections E-2.3., E-2.4., and E-2.5. (as applicable) listed above, the Provider must maintain documentation to support proof of service delivery, including but not limited to: receipts, case notes, homeless verification/eligibility forms, receipts for any direct client/shelter costs, lease agreements, utility bills, HMIS reports, etc.

**E-3. PERFORMANCE STANDARDS STATEMENT**

In accordance with Section 402.73(1), Florida Statutes, and Rule 65-29.001, Florida Administrative Code, by execution of this Contract the Provider hereby acknowledges and agrees that its performance under the Contract must meet the standards set forth above and will be bound by the conditions set forth in this Contract. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow up to six (6) months for the Provider to achieve compliance with the standards. 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 cancel the Contract with the Provider. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

**E-4. BACK-UP DOCUMENTATION REQUIREMENTS**

**Attachment E1** – Staffing Grant Back-up Documentation Requirements

**Attachment E2** – Challenge Grant Back-up Documentation Requirements

**Attachment E3** – Emergency Solutions Grant Back-up Documentation Requirements

**Attachment E4** – Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant Back-up Documentation Requirements

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**ATTACHMENT E1 – STAFFING GRANT BACK-UP DOCUMENTATION REQUIREMENTS**

The applicability of this section is identified in section B-1.1. of this Contract.

A complete and accurate Monthly Status Report and Invoice and Match Report are required for payment from the Department. Additional backup documentation required for payment is identified below and sorted by Monthly Deliverables identified in section D-2.1. of this Contract.

**CoC Board/Membership Meeting Activities**

- Meeting Minutes, or
- Meeting Agenda and Sign-in Sheet.

**CoC Committee/Subcommittee/Workgroup Activities**

- Meeting Minutes, or
- Meeting Agenda and Sign-in Sheet.

**CoC Training and Technical Assistance Activities**

- Training Materials or Agenda, and
- Sign-in Sheet, or
- Specific Documentation of Technical Assistance Provided.

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## ATTACHMENT E2 – CHALLENGE GRANT BACK-UP DOCUMENTATION REQUIREMENTS

The applicability of this section is identified in section B-1.2. of this Contract.

A complete and accurate Monthly Status Report and Invoice and Match Report (including Roll-up Report) are required for payment from the Department. Additional backup documentation required for payment is identified below and sorted by Monthly Deliverables identified in section D-2.2. of this Contract. Challenge Grant activities must provide a detailed expenditure report by subcontractor.

Below are examples of backup documentation that may fall into the identified categories.

### Challenge Grant Housing Activities

- Prevention Rental/Mortgage Assistance
  - Past Due Notice
  - Copy of Lease Agreement (first page and signature page) or Landlord Agreement Form with signatures
  - Payment Statement/Invoice
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Prevention Utility Arrears Assistance
  - Past Due Notice
  - Proof of Address (see lease agreement above)
  - Payment Statement/Invoice
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Rapid Rehousing Rental Assistance (deposit and subsequent months rental assistance)
  - Copy of Lease Agreement (first page and signature page) or Landlord Agreement Form with signatures
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Rapid Rehousing Utility Assistance
  - Letter Stating Arrears from Utility Company
  - Deposit Requirements/Information from Utility Company
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Shelter Operations
  - Itemized Receipts for Eligible Purchases (including but not limited to supplies, phone/utilities, and other operating expenses)
- Case Management
  - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
  - Pay Stub of Staff Member being paid

### Challenge Grant Program Activities

- Case Management
  - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
  - Pay Stub of Staff Member being paid

### Challenge Grant Service Activities

- Case Management
  - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
  - Pay Stub of Staff Member being paid
- Street Outreach
  - Itemized Receipts for Eligible Purchases that address urgent needs such as meals, blankets, clothes, and/or toiletries
- Transportation
  - Travel Reimbursement for Staff Members
    - Mileage documentation requires use of the DCF Travel Form
  - Program Participants' Use of Public Transportation
    - Bus Passes – itemized distribution of bus passes by recipient

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### ATTACHMENT E3 – EMERGENCY SOLUTIONS GRANT BACK-UP DOCUMENTATION REQUIREMENTS

The applicability of this section is identified in section B-1.3. of this Contract.

A complete and accurate Monthly Status Report and Invoice and Match Report (including Roll-up Report) are required for payment from the Department. Additional backup documentation required for payment is identified below and sorted by Monthly Deliverables identified in section D-2.3. of this Contract. Emergency Solutions Grant activities must provide a detailed expenditure report by subcontractor.

#### Emergency Solutions Grant Prevention Activities

- Prevention Rental/Mortgage Assistance
  - Past Due Notice
  - Copy of Lease Agreement (first page and signature page) or Landlord Agreement Form with signatures
  - Payment Statement/Invoice
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Prevention Utility Arrears Assistance
  - Past Due Notice
  - Proof of Address (see lease agreement above)
  - Payment Statement/Invoice
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Case Management
  - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
  - Pay Stub of Staff Member being paid

#### Emergency Solutions Grant Rapid Rehousing Activities

- Rapid Rehousing Rental Assistance (deposit and subsequent months rental assistance)
  - Copy of Lease Agreement (first page and signature page) or Landlord Agreement Form with signatures
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Rapid Rehousing Utility Assistance
  - Letter Stating Arrears from Utility Company
  - Deposit Requirements/Information from Utility Company
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Case Management
  - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
  - Pay Stub of Staff Member being paid

#### Emergency Solutions Grant Street Outreach Activities

- Case Management
  - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
  - Pay Stub of Staff Member being paid
- Engagement
  - Itemized Receipts for Eligible Purchases that address urgent needs such as meals, blankets, clothes, and/or toiletries
- Transportation
  - Travel Reimbursement for Staff Members
    - Mileage documentation requires use of the DCF Travel Form
  - Program Participants' Use of Public Transportation
    - Bus Passes – itemized distribution of bus passes by recipient

#### Emergency Solutions Grant Emergency Shelter Activities

- Essential Services
  - Case Management
    - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
    - Pay Stub of Staff Member being paid
- Shelter Operations
  - Itemized Receipts for Eligible Purchases (including but not limited to supplies, phone/utilities, and other operating expenses)

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**ATTACHMENT E4 – TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)  
HOMELESSNESS PREVENTION GRANT BACK-UP DOCUMENTATION REQUIREMENTS**

The applicability of this section is identified in section B-1.4. of this Contract.

A complete and accurate Monthly Status Report and Invoice and Match Report (including Roll-up Report) are required for payment from the Department. Additional backup documentation required for payment is identified below and sorted by Monthly Deliverables identified in section D-2.4. of this Contract. TANF Homelessness Prevention Grant activities must provide a detailed expenditure report by subcontractor.

**TANF Homelessness Prevention Grant Financial Assistance Activities**

- Prevention Rental/Mortgage Assistance
  - Past Due Notice
  - Copy of Lease Agreement (first page and signature page) or Landlord Agreement Form with signatures
  - Payment Statement/Invoice
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Prevention Utility Arrears Assistance
  - Past Due Notice
  - Proof of Address (see lease agreement above)
  - Payment Statement/Invoice
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)

**TANF Homelessness Prevention Grant Case Management Activities**

- Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
- Pay Stub of Staff Member being paid

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**EXHIBIT F – METHOD OF PAYMENT**

**F-1. BUDGET**

**F-1.1.** The Provider shall submit separate line item budgets and narratives for each funding stream included in this Contract. The budgets must be approved in writing by the Contract Manager. Changes to the budget do not require an amendment unless the award total for the funding stream changes. Any change must be approved by the Department (Contract Manager and/or Office on Homelessness) prior to implementation through a technical adjustment.

**F-1.1.1. 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 within a funding stream may be allowed if the following conditions are met and do not require an amendment:

- F-1.1.1.1.** There is no change in the scope or objectives of the contract.
- F-1.1.1.2.** The changes do not increase or decrease the total fiscal year budget amount per funding stream as applicable and identified in sections F-2.1.1., F-2.1.2., F-2.1.3., and F-2.1.4. below.
- F-1.1.1.3.** There is another category in the budget from which funds can be shifted.
- F-1.1.1.4.** The changes do not involve establishing a new category.
- F-1.1.1.5.** Budget changes which do not meet the above conditions will require a properly executed contract amendment, signed by the Provider and the Department on or before the effective date of implementation.

**F-1.2.** The Provider may invoice for Administrative Costs as applicable and identified in section B-1 of this Contract. Applicable Administrative rates are as follows:

**F-1.2.1. Challenge Grant** – Administrative costs for the Challenge Grant may not exceed 8% of the total grant award.

**F-1.2.2. Emergency Solutions Grant (ESG)** – Administrative costs for ESG may not exceed five percent (5%) of the total grant award.

**F-1.2.3. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – Administrative costs for the TANF Homelessness Prevention Grant may not exceed three percent (3%) of the total grant award.

**F-2. PAYMENT CLAUSE**

**F-2.1.** This is a multi-year fixed price and/or cost reimbursement contract for the provision of services to homeless persons. The Department shall pay the Provider for the delivery of service units provided in accordance with terms of this contract for a total dollar amount not to exceed \$1,354,178.55 subject to availability of funds. The total contract amount shall be allocated as follows:

FISCAL YEAR	ANNUAL FUNDING
2019-2020	<u>\$451,392.85</u>
2020-2021	<u>\$451,392.85</u>
2021-2022	<u>\$451,392.85</u>
<b>Total</b>	<u><b>\$1,354,178.55</b></u>

**F-2.1.1. Staffing Grant** – The Department agrees to pay for the service units at the prices and limits listed below for Lead Agency Staffing Activities:

FISCAL YEAR	UNIT OF SERVICE	UNITS	RATE	FISCAL YEAR TOTAL
2019-2020	One Month of Lead Agency Staffing Activities	1	\$8,928.58	\$107,142.85
2019-2020	One Month of Lead Agency Staffing Activities	11	\$8,928.57	
2020-2021	One Month of Lead Agency Staffing Activities	1	\$8,928.58	\$107,142.85
2020-2021	One Month of Lead Agency Staffing Activities	11	\$8,928.57	
2021-2022	One Month of Lead Agency Staffing Activities	1	\$8,928.58	\$107,142.85
2021-2022	One Month of Lead Agency Staffing Activities	11	\$8,928.57	

<b>Total</b>	<b>\$321,428.55</b>
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**F-2.1.2. Challenge Grant** – The Department agrees to pay for the service units at the prices and limits listed below for Challenge Grant Activities:

FISCAL YEAR	UNIT OF SERVICE	UNITS	RATE	FISCAL YEAR TOTAL
2019-2020	One Month of Eligible Challenge Grant Activities	11	<u>\$7,166.66</u>	<u>\$86,000.00</u>
2019-2020	One Month of Eligible Challenge Grant Activities	1	<u>\$7,166.74</u>	
2020-2021	One Month of Eligible Challenge Grant Activities	11	<u>\$7,166.66</u>	<u>\$86,000.00</u>
2020-2021	One Month of Eligible Challenge Grant Activities	1	<u>\$7,166.74</u>	
2021-2022	One Month of Eligible Challenge Grant Activities	11	<u>\$7,166.66</u>	<u>\$86,000.00</u>
2021-2022	One Month of Eligible Challenge Grant Activities	1	<u>\$7,166.74</u>	
<b>Total</b>				<u>\$258,000.00</u>

**F-2.1.3. Emergency Solutions Grant (ESG)** – The Department agrees to reimburse for allowable costs listed below for ESG Activities:

FISCAL YEAR	UNIT OF SERVICE	UNITS	RATE	FISCAL YEAR TOTAL
2019-2020	One Month of Eligible ESG Activities	NA	<u>NA</u>	<u>\$226,000.00</u>
2019-2020	One Month of Eligible ESG Activities	NA	<u>NA</u>	<u>NA</u>
2020-2021	One Month of Eligible ESG Activities	NA	<u>NA</u>	<u>\$226,000.00</u>
2020-2021	One Month of Eligible ESG Activities	NA	<u>NA</u>	<u>NA</u>
2021-2022	One Month of Eligible ESG Activities	NA	<u>NA</u>	<u>\$226,000.00</u>
2021-2022	One Month of Eligible ESG Activities	NA	<u>NA</u>	<u>NA</u>
<b>Total</b>				<u>\$678,000.00</u>

**F-2.1.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The Department agrees to reimburse for allowable costs listed below for TANF Homelessness Prevention Grant Activities:

FISCAL YEAR	UNIT OF SERVICE	UNITS	RATE	FISCAL YEAR TOTAL
2019-2020	One Month of Eligible TANF Homelessness Prevention Grant Activities	NA	<u>NA</u>	<u>\$32,250.00</u>
2019-2020	One Month of Eligible TANF Homelessness Prevention Grant Activities	NA	<u>NA</u>	<u>NA</u>
2020-2021	One Month of Eligible TANF Homelessness Prevention Grant Activities	NA	<u>NA</u>	<u>\$32,250.00</u>
2020-2021	One Month of Eligible TANF Homelessness Prevention Grant Activities	NA	<u>NA</u>	<u>NA</u>
2021-2022	One Month of Eligible TANF Homelessness Prevention Grant Activities	NA	<u>NA</u>	<u>\$32,250.00</u>
2021-2022	One Month of Eligible TANF Homelessness Prevention Grant Activities	NA	<u>NA</u>	<u>NA</u>
<b>Total</b>				<u>\$96,750.00</u>

**F-2.1.5.** The Provider shall deliver quarterly reconciliations to the Department (Contract Manager) for this Contract. This report must reconcile actual expenditures to payments issued by the Department. The Department reserves the

right to request reimbursement for payments issued to the Provider that exceed the eligible expenditures documented during the quarter being reviewed.

**F-2.2. Cost Reimbursement** – Costs associated with carrying out services under this contract will first be paid by the Provider or Subcontractor. 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.

**F-2.2.1. Challenge Grant** – The applicability of this section is identified in sections B-1.2. and F-2.1.2. of this Contract. The Challenge Grant is a cost reimbursement grant funded by state funds pursuant to program guidelines under Section 420.622(4), Florida Statutes. The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract for a total dollar amount identified in section F-2.1.2., subject to availability of funds.

**F-2.2.2. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in sections B-1.3. and F-2.1.3. of this Contract. The ESG is a cost reimbursement grant funded by federal funds pursuant to program guidelines under 24 CFR Part 576 and 2 CFR Part 200. The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract for a total dollar amount identified in section F-2.1.3., subject to availability of funds.

**F-2.2.3. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in sections B-1.4. and F-2.1.4. of this Contract. The TANF Homelessness Prevention Grant is a cost reimbursement grant funded by federal funds pursuant to program guidelines under the TANF Block Grant, 45 CFR Part 260, 2 CFR Part 200, and Section 414.161, Florida Statutes. The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract for a total dollar amount identified in section F-2.1.4., subject to availability of funds.

### **F-3. INVOICE REQUIREMENTS**

**F-3.1.** The Provider shall be paid in accordance with the schedule of payment specified in Section F-1.1. To receive payment, the Provider shall deliver the supporting documentation to verify successful completion, identified in Attachments E1–E4 of this Contract no later than 15 days after the completion of each month of service.

**F-3.2.** The Provider shall submit invoices using the templates provided in Attachments F1–F4. Invoices submitted for various services under this grant shall be evaluated for completeness and accuracy for payment independently of each other.

**F-3.3.** Fixed price payments may be authorized only for service units on the invoice, which are in accord with the above list and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

**F-3.4.** The Provider may submit invoices and supporting documentation electronically, provided the invoice submission is clearly legible and contains a full-color electronic signature by the Provider's designated representative attesting to the completeness and accuracy of the submission and all supportive documentation for payment under cost reimbursement.

**F-3.5.** The Provider shall submit a final invoice for payment no later than 45 days after the end of each State Fiscal Year associated with this Contract, after the expiration of this Contract, or after this Contract has been terminated for any reason.

**F-3.5.1.** Failure to submit a timely final invoice will result in a forfeiture of all rights to payment and the Department shall not honor any requests submitted after the aforesaid time period.

**F-3.5.2.** The Department shall withhold any payment due until the reports required by Attachments F1–F4 have been submitted by the Provider and accepted by the Department.

**F-3.6.** Pursuant to Section 215.971, Florida Statutes, as a Provider or subcontractor of federal or state financial assistance, the Provider may expend funds only for allowable costs resulting from obligations incurred from July 1, 2019 through June 30, 2022, in accordance with the Department of Financial Services Reference Guide for State Expenditures which is incorporated by reference. A copy can be obtained upon request to the Contract Manager or can be located on the Florida Department of Financial Services website.

**F-3.6.1.** Pursuant to Section 215.971, Florida Statutes, any balance of unobligated funds which has been advanced or paid must be refunded to the Department.

**F-3.6.2.** Pursuant to Section 215.971, Florida Statutes, any funds paid in excess of the amount to which the Provider or subcontractor is entitled under the terms and conditions of this contract must be refunded to the Department.

- F-3.7.** Payment shall be contingent upon receiving and accepting the invoice and all required reports and supporting documentation submitted to the Contract Manager.
- F-3.8.** The Department shall approve payments following receipt of documentation of compliance with the Performance Measures for Acceptance of Deliverables in Section E and applicable supporting documentation outlined in section F-4.1.
- F-3.9. Invoice Approval Process**
- F-3.9.1.** The Department will have up to five (5) working days from receipt of the invoice to approve or disallow proposed expenditures listed or document the incompleteness of the supporting documentation.
- F-3.9.2.** In the event of late invoice submission where multiple invoices are submitted, invoices shall be processed in the order the invoice was due for submission. Subsequent invoices will not be considered received until all outstanding invoices have been submitted and approved for payment.
- F-3.9.3.** Disallowance of proposed expenditures or incomplete supporting documentation will result in rejection of the invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the Provider in order to process the invoice for payment. The Provider will have five (5) working days from the date of rejection of the initial invoice to make the requested changes and resubmit for payment a corrected and accurate invoice that is accepted and approved by the Department (Contract Manager).

**F-4. SUPPORTING DOCUMENTATION FOR INVOICE APPROVAL**

- F-4.1.** Documentation of all expenses incurred under a cost reimbursement grant must accompany the properly completed invoice. In addition, documentation also includes, but is not limited to the following:
- F-4.1.1. 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 multiplied by 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-4.1.2. 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 documentation.
- F-4.1.3. Expenses** – Receipts are required for all expenses incurred (e.g., office supplies, printing, long distance telephone calls, etc.).
- F-4.2.** The Provider must submit an itemized invoice by expenditure category (salaries, travel, expenses, etc.) which includes any and all subcontractor or services under this Contract along with required documentation of all expenses for COST REIMBURSEMENT activities. The Provider is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Provider is certifying that the detailed documentation to support each item on the itemized invoice is on file and is available for audit.
- F-4.2.1. 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 multiplied by the rate of pay will be acceptable. Costs should only be attributed for work on the funding stream billed.
- F-4.2.2. Fringe Benefits** – Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). Costs associated with staff salaries need to be directly attributed to the duties under the funding stream billed.
- F-4.2.3. 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 (e.g., car rental, air transportation, parking, lodging, tolls, etc.) are required for reimbursement. Section 287.058(1)(b), Florida Statutes, requires that bills for any travel expense shall be submitted in accordance with Section 112.061, Florida Statutes, 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 travel expenses necessarily incurred during the performance of official state business. ESG funds may be used for travel when such travel is to a HUD sponsored training.

- F-4.3.** All supporting documentation submitted shall be maintained in support of expenditure payment requests for cost reimbursement contracts. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Each piece of documentation should clearly reflect the dates of service and client being served, if applicable. 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.
- F-4.4.** 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 contract may be withheld until the evaluation and reports due from the Provider, and adjustments thereto have been received and approved by the Department.
- F-4.5. Match Requirements**
- F-4.5.1** Match does not require the same type of funding as the incurred expenses, but its source must be used in a manner consistent with providing services to homeless persons and those at risk of becoming homeless and must be provided after the date this Contract is executed.
- F-4.5.2.** Section 420.622(4)(a), Florida Statutes, provides language pertaining to matching funds or in-kind support required of the Provider for the Challenge Grant.
- F-4.5.3.** Pursuant to 24 CFR Part 576.201, a match of 100% is required for funds received under ESG. Pursuant to 24 CFR Part 576.100, the Office on Homelessness will pass along the state's match exemption of \$100,000 (in total) to providers who lack capacity. These providers will be identified by the Office on Homelessness.
- F-4.5.4.** There must be specific documentation as to the date, amount, and source of all matching contributions.
- F-4.5.5.** The matching requirement may be met by one or more of the following:
- F-4.5.5.1.** Cash expended for allowable costs by the Provider.
- F-4.5.5.2.** Noncash contributions which are defined as the value of any real property, equipment, goods, or services contributed to the program, provided that if the Provider had to pay for them with grant funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.
- To determine the value of any donated material or building or of any lease, the Provider must use a method to reasonably calculate to establish the fair market value at the time of the donation.
- Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the Provider's organization. If the Provider does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.
- Some noncash contributions are real property, equipment, goods, or services that, if the Provider had to pay for them with grant funds, the payments would have been indirect costs. 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.
- Eligible match includes the value of goods and services, buildings and land, equipment, furnishings, supplies, staff, administrative support, volunteer manpower, donations, grants, cash, contributions, and rent, utility, insurance, and maintenance expenditures.
- F-4.5.6.** The matching requirement identified above may not be met by using funds from this Contract.
- F-4.5.7.** The Provider shall deliver quarterly reconciliations to the Department (Contract Manager) to account for match provided in this Contract. The Department reserves the right to request reimbursement for payments issued to the Provider when sufficient evidence of matching funds is not provided and documented during the quarter being reviewed.

**F-5. FINANCIAL CONSEQUENCES, DELAYED PAYMENT, AND CORRECTIVE ACTION**

- F-5.1.** This Contract shall have financial consequences related to failure of the Provider to perform under the terms of the Contract and pursuant to Sections 287.058(1)(h) and 215.971(1)(c), Florida Statutes.

**F-5.1.1.** The Department may reduce the invoice submitted by the Provider, to reflect the financial consequence assessed.

**F-5.1.2.** If full payment was received by the Provider when a financial consequence should have been imposed, the Provider shall make payable to the Department the amount of the penalty within 30 days after being notified in writing by the Contract Manager. If the Provider fails to reimburse the Department, the Department has the right to refuse to grant any new contract or contract awarded through the Department for any services, until said reimbursement is received.

**F-5.2.** Should the Provider fail to meet Monthly Deliverables specified in Section D-2 or fail to achieve the year to date target of each prorated monthly deliverable, the Department, after determining the absence of mitigating circumstances, shall delay payment at a rate of ten percent (10%) of the total invoice for each unmet deliverable. If the Provider exceeds the same deliverable(s) during the subsequent invoice period and meets the year to date target of prorated deliverables, the Provider may submit a supplemental invoice, demonstrating the measure has been subsequently met and request payment of the reduced (delayed) portion of the original invoice.

**F-5.3.** If the Provider does not meet an identified deliverable(s) during three months of this Contract, the Department shall apply the Corrective Action provisions of Section 6.1 of the CF Standard Contract 2019. Corrective action plans required under Section 6.1 may result in a reduction in future funding under this Contract, through financial consequences or reallocation, determined at the Department's sole discretion by criteria established within the corrective action plan.

**F-5.4.** If the Provider does not submit an initial or corrected invoice within the required timeframes identified in section F-3.9. of this Contract, the Department, after determining the absence of mitigating circumstances, shall apply a financial consequence of five percent (5%) from the invoice payment.

**F-6. INVOICES**

**Attachment F1** – Staffing Grant Invoice & Match Report

**Attachment F2** – Challenge Grant Invoice & Match Report

**Attachment F2.1** – Challenge Grant Roll-up Report

**Attachment F3** – Emergency Solutions Grant Invoice & Match Report

**Attachment F3.1** – Emergency Solutions Grant Roll-up Report

**Attachment F4** – Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant Invoice & Match Report

**Attachment F4.1** – Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant Roll-up Report

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**ATTACHMENT F1 – STAFFING GRANT INVOICE & MATCH REPORT**

STAFFING GRANT		FEID #	Prepopulate
Contract #	Prepopulate	Provider Name	Dropdown
Invoice #	Prepopulate	Address	Prepopulate
Invoice Period	Dropdown		
<b>For Use by Provider</b>			
Award Total	\$ -	Deliverables (Must complete at least three (3) activities from two (2) of the following.)	Actual
Payment Amount	\$ -	CoC Board/Membership Meetings	
Previous Payment(s) Total	\$ -	CoC Committee, Subcommittee, or Workgroup Meetings	
Balance After This Payment	\$ -	CoC Training and Technical Assistance Activities	
<p>By signing this invoice, I certify to the best of my knowledge and belief that the invoice 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 or State 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. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.</p>			
Signature of Provider Official		Date	Title of Provider Official
<b>For Use by Contract Manager Only</b>			
Deliverables Met (if no, see delayed payment per contract section F-5.2)	Amount of Delayed Payment (for Unmet Service Deliverables)	\$ -	Date of Invoice Received
Yes / No	Recoupment of Delayed Payment (Previous Unmet Service Deliverables Achieved)	\$ -	Date Goods / Services Received
Will a Financial Consequence be applied?	Amount of Financial Consequence (Admin)	\$ -	Date Goods Inspected and Approved
Yes / No	Total Payment Amount	\$ -	Date Invoice Approved
Org Code	60 30 30 ____ 209	Contract Manager Name	
OCA HMLHA	Object 751000	Contract Manager Signature	
EO AB	Category 100561		

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**ATTACHMENT F2 – CHALLENGE GRANT INVOICE & MATCH REPORT**

CHALLENGE GRANT		FEID #	Prepopulate				
Contract #	Prepopulate	Provider Name	Dropdown				
Invoice #	Prepopulate	Address	Prepopulate				
Invoice Period	Dropdown						
<b>For Use by Provider</b>							
Org Code	Description	Deliverable	Served this Month	Approved Budget	Payment Amount	Previous Payment(s) Total	Balance After This Payment
60303037209	Housing Need			\$ -	\$ -	\$ -	\$ -
60303038209	Program Need			\$ -	\$ -	\$ -	\$ -
60303039209	Service Need			\$ -	\$ -	\$ -	\$ -
60303040209	Admin			\$ -	\$ -	\$ -	\$ -
	Total			\$ -	\$ -	\$ -	\$ -
	Match			\$ -	\$ -	\$ -	\$ -
<p>By signing this invoice, I certify to the best of my knowledge and belief that the invoice 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 or State 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. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.</p>							
Signature of Provider Official		Date		Title of Provider Official			
<b>For Use by Contract Manager Only</b>							
Deliverables Met (if no, see delayed payment per contract section F-5.2)		Amount of Delayed Payment (for Unmet Service Deliverables)		\$ -	Date of Invoice Received		
Yes / No		Recoupment of Delayed Payment (Previous Unmet Service Deliverables Achieved)		\$ -	Date Goods / Services Received		
Will a Financial Consequence be applied?		Amount of Financial Consequence (Admin)		\$ -	Date Goods Inspected and Approved		
Yes / No		Total Payment Amount		\$ -	Date Invoice Approved		
Org Code	see payment detail above			Contract Manager Name			
OCA		Object	751000	Contract Manager Signature			
EO		Category	100379				

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ATTACHMENT F2.1 – CHALLENGE GRANT ROLL-UP REPORT

Provider Name dropdown  
Contract Number prepopulate  
Month of Services dropdown

**Housing Needs**

<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
			Total	\$

**Program Needs**

<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
			Total	\$

**Service Needs**

<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
			Total	\$

**Administrative Costs**

			Total (8%)	\$
--	--	--	------------	----

**TOTAL AMOUNT SUBMITTED FOR PAYMENT**

			Total	\$
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**ATTACHMENT F3 – EMERGENCY SOLUTIONS GRANT INVOICE & MATCH REPORT**

EMERGENCY SOLUTIONS GRANT				FEID #	Prepopulate		
Contract #	Prepopulate	Provider Name		Dropdown			
Invoice #	Prepopulate	Address		Prepopulate			
Invoice Period	Dropdown						
For Use by Provider							
Org Code	Description	Deliverable	Served this Month	Approved Budget	Payment Amount	Previous Payment(s) Total	Balance After This Payment
60303025209	Street Outreach			\$ -	\$ -	\$ -	\$ -
60303029209	Emergency Shelter			\$ -	\$ -	\$ -	\$ -
60303024209	Prevention			\$ -	\$ -	\$ -	\$ -
60303021209	Rapid Rehousing			\$ -	\$ -	\$ -	\$ -
60303023209	HMIS			\$ -	\$ -	\$ -	\$ -
60303022209	Admin			\$ -	\$ -	\$ -	\$ -
	Total			\$ -	\$ -	\$ -	\$ -
	Match			\$ -	\$ -	\$ -	\$ -

By signing this invoice, I certify to the best of my knowledge and belief that the invoice 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 or State 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. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.

Signature of Provider Official \_\_\_\_\_ Date \_\_\_\_\_ Title of Provider Official \_\_\_\_\_

For Use by Contract Manager Only			
Deliverables Met (if no, see delayed payment per contract section F-5.2)	Amount of Delayed Payment (for Unmet Service Deliverables)	\$ -	Date of Invoice Received
Yes / No	Recoupment of Delayed Payment (Previous Unmet Service Deliverables Achieved)	\$ -	Date Goods/Services Received
Will a Financial Consequence be applied?	Amount of Financial Consequence (Admin)	\$ -	Date Goods Inspected and Approved
Yes / No	Total Payment Amount	\$ -	Date Invoice Approved
Org Code	see payment detail above	Contract Manager Name	
OCA	Object 780000	Contract Manager Signature	
EO	Category 100550		

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**ATTACHMENT F3.1 – EMERGENCY SOLUTIONS GRANT ROLL-UP REPORT**

**Provider Name** dropdown  
**Contract Number** prepopulate  
**Month of Services** dropdown

**Street Outreach**

<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
<b>Total</b>				<b>\$</b>

**Emergency Shelter**

<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
<b>Total</b>				<b>\$</b>

**Homelessness Prevention**

<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
Total				\$

**Rapid Rehousing**

<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
Total				\$

**Homeless Management Information System**

<i>Date Service Provided</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1			
2			
3			

4

5

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Total \$

**Administrative Costs**

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Total (5%) \$

**TOTAL AMOUNT SUBMITTED FOR PAYMENT**

---

Total \$

**ATTACHMENT F4 – TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)  
HOMELESSNESS PREVENTION GRANT INVOICE & MATCH REPORT**

TANF HOMELESSNESS PREVENTION GRANT				FEID #	Prepopulate		
Contract #	Prepopulate	Provider Name		Dropdown			
Invoice #	Prepopulate	Address		Prepopulate			
Invoice Period	Dropdown						
<b>For Use by Provider</b>							
Org Code	Description	Deliverables	Served Month	Approved Budget	Payment Amount	Previous Payment(s) Total	Balance After This Payment
60303041209	Financial Assistance	Individual		\$ -	\$ -	\$ -	\$ -
		Household					
60303042209	Case Management	Individual		\$ -	\$ -	\$ -	\$ -
		Household					
60303043209	Admin			\$ -	\$ -	\$ -	\$ -
	Total			\$ -	\$ -	\$ -	\$ -
<p>By signing this invoice, I certify to the best of my knowledge and belief that the invoice 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 or State 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. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.</p>							
Signature of Provider Official			Date		Title of Provider Official		
<b>For Use by Contract Manager Only</b>							
Deliverables Met (if no, see delayed payment per contract section F-5.2)		Amount of Delayed Payment (for Unmet Service Deliverables)		\$ -	Date of Invoice Received		
Yes / No		Recoupment of Delayed Payment (Previous Unmet Service Deliverables Achieved)		\$ -	Date Goods/Services Received		
Will a Financial Consequence be applied?		Amount of Financial Consequence (Admin)		\$ -	Date Goods Inspected and Approved		
Yes / No		Total Payment Amount		\$ -	Date Invoice Approved		
Org Code	see payment detail above			Contract Manager Name			
OCA	HPG00	Object	780000	Contract Manager Signature			
EO	H6	Category	100550				

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**ATTACHMENT F4.1 – TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)  
 HOMELESSNESS PREVENTION GRANT ROLL-UP REPORT**

**Provider Name** dropdown  
**Contract Number** prepopulate  
**Month of Services** dropdown

**Financial Assistance - Rental Assistance**

<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
			Total	\$

**Financial Assistance - Utility Assistance**

<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
			Total	\$



**Case Management**

	<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
			Total		\$

**Administrative Costs**

			Total (3%)		\$
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**TOTAL AMOUNT SUBMITTED FOR PAYMENT**

			Total		\$
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## ATTACHMENT 1

The administration of resources awarded by the Department of Children and 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 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 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, agreed-upon procedures engagements as described in 2 CFR § 200.425 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 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. 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 \$750,000 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 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 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 2 CFR § 200.508.

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 (\$750,000 or more for fiscal years beginning on or after July 1, 2016) 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 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) 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.

#### **CF 1120, Effective February 2017, (CF-1120-1516)**

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 (federal) or 45 (State) 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)

Angela Perez, Contract Manager  
Department of Children and Families, NERegion  
5920 Arlington Expressway  
Jacksonville, FL 32211

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: HQW.IG.Single.Audit@myflfamilies.com

C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) 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 2 CFR § 200.512.

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 2 CFR §§ 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.

**CF 1120, Effective February 2017, (CF-1120-1516)**

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## 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.

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**ATTACHMENT 3  
CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Application or Contract ID Number: NP006

Name of Authorized Individual Application or Contractor: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

**CF 1123, Effective July 2015, (CF-1123-1516)**