

MEMORANDUM

Agenda Item No.3(B)(1)

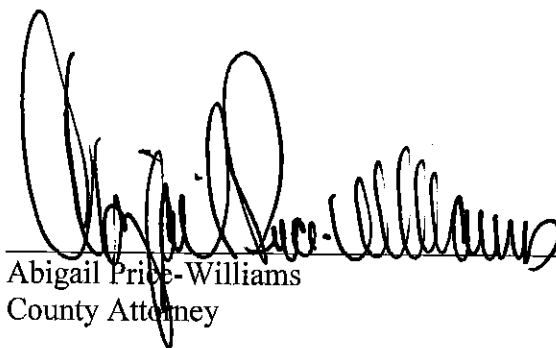
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 15, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving Confidential Project Leon as a Qualified Target Industry Business pursuant to section 288.106, Florida Statutes; confirming that the commitment of local financial support necessary for Confidential Project Leon exists; and providing that local financial support of up to \$102,000.00 from countywide general revenue funds will be available as local participation in the State of Florida Qualified Target Industry Tax Refund Program for fiscal years 2018-2019 through 2022-2023 inclusive, or over a time period as determined by the State of Florida in its approval of Confidential Project Leon

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.



Abigail Price-Williams
County Attorney

APW/cp

Date: November 15, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez 
Mayor

Subject: Resolution Approving Qualified Target Industry Tax Refund for Confidential Project Leon

Recommendation

The Beacon Council, on behalf of a company requesting confidentiality, has submitted an application for economic development incentives from the State of Florida (State) and Miami-Dade County that require approval from the Board of County Commissioners (Board). It is recommended that the Board authorize Confidential Project Leon to be recognized by the State as a Qualified Target Industry (QTI) business and entitled to the financial benefits afforded under the QTI Tax Refund Program.

Scope

Confidential Project Leon is a European-based producer and distributor of surfaces and materials used in both commercial and residential architecture and design. This company is an existing Florida business. Its proposed Miami-Dade County location is confidential at this time, but will be in Commission District 6, which is represented by Commissioner Rebeca Sosa. When this project is fully operational, it will create 85 new full-time equivalent jobs, as defined in Florida Statute section 288.106.

Fiscal Impact / Funding Source

Confidential Project Leon has applied for a total of \$510,000.00 in QTI Tax Refund Program incentives, of which 80 percent (\$408,000.00) would be provided by the State and the remaining 20 percent (\$102,000.00) is the local match provided by Miami-Dade County. If the accompanying resolution is approved by the Board, Miami-Dade County is committed to provide up to \$102,000.00 in matching funds from Countywide General Fund revenues to be paid over a five-year period beginning in FY 2018-19. Based on the projected capital investment of \$1,100,000.00 in new real property, the project will generate \$20,626.00 (over a five-year period) in Countywide General Fund ad valorem revenues, which results in a net fiscal deficit of \$81,374.00 to the County. However, creating a net positive fiscal impact to the County's Countywide General Fund revenues is not a condition of the award.

Additionally, based on the creation of 85 new jobs with an average salary of \$66,100.00, this project will generate \$33,019,055.00 in direct and indirect wages over the five-year period the project is eligible for the award.

Miami-Dade County's local match is required when the State determines that the 85 new jobs have been created and have met the average salary threshold required in the State's QTI Tax Refund Program according to the schedule set forth in the attached application. The disbursement schedule and the anticipated dates for job creation are subject to change at the discretion of the Florida Department of Economic Opportunity.

Track Record/Monitor

QTI funds awarded for job creation are provided on a matching basis upon the State invoicing Miami-Dade County for its 20 percent of the financial commitment for jobs created and verified by the State. The incentive amount is determined by the new jobs created and their annual salary. The State is responsible for verifying compliance with the terms of the award. Miami-Dade County's matching funds are distributed only if the applicant creates the new jobs indicated in the accompanying QTI Tax Refund Program application and complies with all other conditions of the incentive program.

County staff requires access to the company's real estate and tangible personal property filings during the incentive period to monitor the fiscal impact to the Countywide General Fund from the QTI Tax Refund Program.

Background

Confidential Project Leon is a European-based company that produces and distributes materials for commercial and residential architecture and design. The company is seeking to relocate its corporate headquarters (North American Industry Classification System Code 551114) from Sugar Land, Texas to Miami-Dade County. This 23,000 square foot facility will house corporate offices, which will not directly engage in selling activities but will give support to the applicant's distribution and fabrication networks in both the United States and Canada. The renovations are anticipated to commence before the end of 2017. Alternative locations for this project include Texas.

Confidential Project Leon would employ 85 new workers paying an average annualized salary of \$66,100.00, which is more than 150 percent of the average annual State wage. According to documents submitted by The Beacon Council, employee benefits associated with each newly created job will be \$6,000.00. The value of employee benefits is not a requirement of the tax refund agreement with the State or the County's local match.

Project details are summarized in the attached chart.



Jack Osterholt
Deputy Mayor

CONFIDENTIAL PROJECT LEON

APPLICANT:	Project Leon
HEADQUARTERS LOCATION:	Sugar Land, Texas
PROPOSED LOCATION IN MIAMI-DADE COUNTY:	TBD
OTHER LOCATIONS UNDER CONSIDERATION:	Texas
DATE OF QTI/TJIF APPLICATIONS:	October 10, 2016
OVERALL BUSINESS ACTIVITY/MISSION:	Distribution
PROPOSED LOCAL BUSINESS ACTIVITY:	Renovation and buildout
PROPOSED CAPITAL INVESTMENT:	\$1,100,000.00 (Not a condition of the award)
TARGETED QUALIFIED INDUSTRY:	Corporate Headquarters
LOCATION IN DESIGNATED PRIORITY AREA?	No
NEW BUSINESS OR EXPANDING BUSINESS:	New
TOTAL NUMBER OF DIRECT JOBS TO BE CREATED/RETAINED:	85
EFFORT IN HIRING RESIDENTS IN LOCAL AREA:	unknown
ANNUALIZED AVERAGE WAGES FOR NEW JOBS:	\$66,100.00
ANNUAL EMPLOYEE BENEFIT PACKAGE:	\$6,000.00 (Not a condition of incentive award)
NUMBER OF INDIRECT JOBS TO BE CREATED:	34
NUMBER OF YEARS TO CREATE NEW JOBS:	2
MAXIMUM TAX REFUND PER DIRECT JOBS:	\$6,000.00
MAXIMUM INCENTIVE AWARD APPLIED FOR:	\$510,000.00
PROJECTED INCREMENTAL COUNTY TAX REVENUE:	\$20,626.00 (Not a condition of the award)
COUNTY'S MAXIMUM 20% QUALIFIED TARGET INDUSTRY AWARD:	\$102,000.00
STATE'S MAXIMUM 80% QUALIFIED TARGET INDUSTRY AWARD CONTRIBUTION:	\$408,000.00
TYPE OF FUNDS REQUESTED IN APPLICATION:	Countywide General Fund Revenues
COMMENTS: summary sheet prepared by RER from information and data provided by the Beacon Council.	



MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 15, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 3(B)(1)

Veto _____

11-15-16

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING CONFIDENTIAL PROJECT LEON AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES; CONFIRMING THAT THE COMMITMENT OF LOCAL FINANCIAL SUPPORT NECESSARY FOR CONFIDENTIAL PROJECT LEON EXISTS; AND PROVIDING THAT LOCAL FINANCIAL SUPPORT OF UP TO \$102,000.00 FROM COUNTYWIDE GENERAL REVENUE FUNDS WILL BE AVAILABLE AS LOCAL PARTICIPATION IN THE STATE OF FLORIDA QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM FOR FISCAL YEARS 2018-2019 THROUGH 2022-2023 INCLUSIVE, OR OVER A TIME PERIOD AS DETERMINED BY THE STATE OF FLORIDA IN ITS APPROVAL OF CONFIDENTIAL PROJECT LEON

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, Economic Impact Overview, and General Project Overview, copies of which are incorporated herein by reference; and

WHEREAS, The Beacon Council has submitted an application for economic development incentives from the State of Florida ("State") and Miami-Dade County on behalf of Confidential Project Leon to be recognized by the State as a Qualified Target Industry business and entitled to the financial benefits afforded under the Qualified Target Industry Tax Refund Program; and

WHEREAS, Confidential Project Leon commits to create 85 full-time equivalent jobs, as defined in section 288.106, Florida Statutes, in Miami-Dade County by December 31, 2018 with an average salary of \$66,100.00, which is more than 150 percent of the average annual State wage; and

WHEREAS, the tax refunds provided under the Florida Qualified Target Industry Tax Refund Program to Confidential Project Leon may be prorated by the State of Florida pursuant to the terms of the General Project Overview in the event that Confidential Project Leon creates fewer than 85 full-time equivalent jobs; and

WHEREAS, the County wishes to monitor the economic and fiscal impacts of the Qualified Target Industry Tax Refund Program in Miami-Dade County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves Confidential Project Leon as a Qualified Target Industry business pursuant to section 288.106, Florida Statutes, which created the Qualified Target Industry Tax Refund Program.

Section 2. The necessary commitment of local financial support for Confidential Project Leon as required under the section 288.106, Florida Statutes, exists in an amount not to exceed \$102,000.00 from Miami-Dade County’s countywide general funds and this local financial support will be available in the following increments:

Fiscal Year 2018-2019	\$20,400.00
Fiscal Year 2019-2020	\$20,400.00
Fiscal Year 2020-2021	\$20,400.00
Fiscal Year 2021-2022	\$20,400.00
Fiscal Year 2022-2023	<u>\$20,400.00</u>
	\$102,000.00

or payable over a time period and at annual amounts as determined by the State of Florida in its approval of Confidential Project Leon’s application, as long as the \$102,000.00 is not exceeded with the provision that any tax abatement grant to Confidential Project Leon under section 196.1995, Florida Statutes, reduces any QTI tax refund by the amount of any such abatement granted, in compliance with section 288.106(6)(d), Florida Statutes; and the County’s funds will

be paid to the Florida Economic Development Trust Fund with the stipulation that these funds are intended to represent the "local financial support" required by section 288.106, Florida Statutes, for Confidential Project Leon, in compliance with the QTI Program.

The necessary commitment of local financial support shall be contingent upon Confidential Project Leon maintaining the jobs during the life of the incentive, ensuring that its hiring practices aspire to be consistent with and reflect the diversity of the Miami-Dade County community, and providing the County with access to tax information and documents necessary to monitor economic and fiscal impacts of the designation of Confidential Project Leon as a Qualified Target Industry business.

The anticipated dates for the job creation and disbursement of the incentive awards are subject to change at the discretion of the Florida Department of Economic Opportunity. However, the County's 20 percent local match will not exceed \$102,000.00.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of November, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Shannon D. Summerset-Williams

289358



THE BEACON COUNCIL

October 10, 2016

Mr. Jack Osterholt
Deputy Mayor
Miami-Dade County
Stephen P. Clark Center
111 NW 1st Street, Suite 2910
Miami, FL 33128

RECEIVED

OCT 10 2016

MIAMI-DADE COUNTY
OFFICE OF THE MAYOR

RE: Confidential Project: Leon

Dear Mr. Osterholt:

Attached you will find the application for Confidential Project: Leon to the State of Florida's Qualified Targeted Industry Tax Refund Program (QTI). Confidential Project: Leon is a Europe-based producer and distributor of surfaces and materials used in residential and commercial architecture and design. The project will create 85 direct new jobs with an average annualized salary of \$66,100, (more than 150% of the Average Annual State Wage) over a two year period and will make a new capital investment of \$1,100,000 in Miami-Dade County. Alternate locations include Texas.

We are referring this application to your office for review and preparation of a resolution to the Miami-Dade Board of County Commissioners requesting a maximum of \$102,000, representing Miami-Dade's 20% QTI portion, to be paid over a period of five years. Attached is the project briefing book as well as the economic impact analysis prepared by The Beacon Council's Research Department.

We are requesting that the item be placed on the next possible BCC agenda.

We look forward to working together for the benefit of the economic development of Miami-Dade County. If you have any questions, please contact me at (305) 579-1360.

Sincerely,

James Kohnstamm
Senior Vice President
Economic Development

Enclosures

Copy: Leland Salomon

Miami-Dade
County's
Official
Economic
Development
Partnership

80 Southwest
Eighth Street
Suite 2400
Miami,
Florida
33130
Telephone:
305.579.1300
Facsimile:
305.375.0271
www.beacon
council.com

Florida Qualified Target Industry Tax Refund (QTI)

Confidential Project: Leon

October, 2016

Prepared by the Beacon Council

Executive Summary for Confidential Project: Leon

Background

Confidential Project: Leon is a Europe-based producer and distributor of surfaces and materials used in both commercial and residential architecture and design, and is seeking to relocate its Corporate Headquarters. The project will create 85 direct new jobs with an average annualized salary of \$66,100, and make a new capital investment of \$1,100,000 over a 2-year period. The average salary of \$66,100 represents more than 150% of the State average wage. Alternate locations include Texas.

Based on the projected capital investment of \$1,100,000 in new real property, Confidential Project: Leon will generate \$80,694 in new Miami-Dade County Property Taxes over a 2 year period. Of this amount, \$60,628 represents new tax generation that will be committed to Miami-Dade County Public Schools, Libraries, the Fire Department, etc. The balance of \$20,626 in new Miami-Dade County Property Taxes will be committed to the Miami-Dade County General Fund.

Based on the projected job creation of 85 new jobs with an average salary of \$66,100 in 2 years, Confidential Project: Leon will generate \$33,019,055 in direct and indirect wages over a 5 year period.

Recommendation

The enclosed QTI application package requests a maximum of \$102,000 (20% of total incentive) to be paid by the County over a period of five years.

Of Miami-Dade County's \$102,000 contribution to the QTI, a total of \$20,626 can be derived from the Miami-Dade County General Fund, resulting in total cost-benefit ratio of 1:0.20. Therefore, Miami-Dade County must commit to contribute an additional \$81,374 over a period of five years.

This is a performance-based incentive. No funds will be provided to the Company until they meet all program and job creation requirements. The incentive that is provided is not a cash grant; it is an after-the-fact, performance-based refund.

INCENTIVE PROPOSAL SUMMARY

Confidential Project: Leon

Project Summary:	
Project Name	Confidential Project: Leon
New Jobs	85
Average Salary	\$66,100
New Capital Investment	\$1,100,000
New Square Footage	23,000
QTI Breakdown:	
Miami-Dade County Incremental Tax Revenue	\$20,626
QTI Miami-Dade County Match (20%)	\$102,000
Net Revenue Benefit to Miami-Dade	-\$81,374
Total Cost-Benefit Ratio	1:0.20

THE BEACON COUNCIL ECONOMIC IMPACT MODEL - ASSUMPTIONS

Project Leon

Employment Assumptions

New Direct Permanent Jobs

Year 1	50
Year 2	85
Year 3	85
Year 4	85
Year 5	85
Year 6	0

Incremental Multiplier 0.40
 * For every 100 direct jobs, 40 indirect jobs will be created. Total multiplier effect is 1.40

Annual Income Assumptions

Yearly Salary, Direct Permanent Job	\$66,100
Indirect Job Salary	\$33,050

Inflation 103%

Capital Investment

	Total Cap. Inv.	
Y1 Value	\$880,816	
Y2 Value	\$879,724	
Y3 Value	\$881,558	
Y4 Value	\$885,756	
Y5 Value	\$891,874	
Y6 Value	\$0	

Property/Real Estate Taxes

Mill Rate, Less Dade's Revenue	0.01359
Miami-Dade's Revenue Mill Rate	0.00467
Miami-Dade's Total Mill Rate	0.01826

Assessment Value of Real Property (81.6%) 0.816

	Realty Prop.	Equip.	
Y1	\$816,000	\$84,816	
Y2	\$828,240	\$51,484	
Y3	\$840,664	\$40,894	
Y4	\$853,274	\$32,483	
Y5	\$866,073	\$25,801	
Y6			

Sales Tax Rates

Calculation: Income Available For Sales Tax

Income Devoted to:

Federal Income Tax Liability, 20%	0.80
Housing, Insurance, Real Estate Taxes, 25%	0.75
Savings, Life Insurance, 10%	0.90
Food, Drugs, Other Non-Tax Items, 25 %	0.75

Sales Tax Rates

Investment	\$1,000,000	\$100,000
Depreciated		\$81,600

Florida Sales Tax	6.00%
Miami-Dade County Sales Tax	0.00%
Total Sales Tax	6.00%

Equipment Depreciation 0.20569

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THE BEACON COUNCIL ECONOMIC IMPACT MODEL

Project Leon

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTAL
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EMPLOYMENT

Total Direct Jobs	50	85	85	85	85	0
Indirect Employment	20	34	34	34	34	0
<u>TOTAL EMPLOYMENT</u>	70	119	119	119	119	0

INCOME (\$1,000)

WAGES & SALARY							
Total Direct Wages	\$3,305.0	\$5,787.1	\$5,960.7	\$6,139.5	\$6,323.7	\$0.0	\$27,515.9
Total Indirect Wages	\$661.0	\$1,157.4	\$1,192.1	\$1,227.9	\$1,264.7	\$0.0	\$6,503.2
TOTAL WAGES & SALARIES	\$3,966.0	\$6,944.5	\$7,152.8	\$7,367.4	\$7,588.4	\$0.0	\$33,019.1
<u>TOTAL INCOME</u>	\$3,966.0	\$6,944.5	\$7,152.8	\$7,367.4	\$7,588.4	\$0.0	\$33,019.1

INCREMENTAL PROPERTY TAXES (\$1,000)

Building & Equipment Taxes

TOTAL PROPERTY TAXES	\$16.1	\$16.1	\$16.1	\$16.2	\$16.3	\$0.0	\$80.7
MIAMI-DADE PROPERTY TAXES	\$4.1	\$4.1	\$4.1	\$4.1	\$4.2	\$0.0	\$20.6

SALES TAXES (\$1,000)

Available Income	\$3,966.0	\$6,944.5	\$7,152.8	\$7,367.4	\$7,588.4	\$0.0	\$33,019.1
Less Federal Income Tax	\$3,172.8	\$5,555.6	\$5,722.2	\$5,893.9	\$6,070.7	\$0.0	\$26,415.2
Less Hous, Ins, Prop Tax	\$2,379.6	\$4,166.7	\$4,291.7	\$4,420.4	\$4,553.0	\$0.0	\$19,811.4
Less Savings, Life Insur.	\$2,141.6	\$3,750.0	\$3,862.5	\$3,978.4	\$4,097.7	\$0.0	\$17,830.3
Less Food, Drugs, Other Non-Tax	\$1,606.2	\$2,812.5	\$2,896.9	\$2,983.8	\$3,073.3	\$0.0	\$13,372.7
Avail. Income For Sales Tax	\$1,606.2	\$2,812.5	\$2,896.9	\$2,983.8	\$3,073.3	\$0.0	\$13,372.7
State Sales Tax Realized	\$96.4	\$168.8	\$173.8	\$179.0	\$184.4	\$0.0	\$802.4
Local Sales Tax Realized	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0

TOTAL SALES TAXES (\$1,000)	\$96.4	\$168.8	\$173.8	\$179.0	\$184.4	\$0.0	\$802.4
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TOTAL MIAMI-DADE PROPERTY & SALES TAXES (\$1,000)

\$4.1	\$4.1	\$4.1	\$4.1	\$4.2	\$0.0	\$20.6
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TOTAL PROPERTY & SALES TAXES (\$1,000)

\$112.5	\$184.8	\$189.9	\$195.2	\$200.7	\$0.0	\$883.1
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SUMMARY OF ECONOMIC IMPACT

Project Leon

Totals represent what Miami-Dade County would potentially gain over a projected six year period if the business expands in Miami- Dade County.

Employment

Direct Employment	85
Indirect Employment	34
Total Employment Gain	119

Income from Wages

Direct Employment	\$27,515,880
Indirect Employment	\$5,503,176
Total Income Gain	\$33,019,055

Revenue to Miami-Dade County

Total Property Taxes	\$20,626
Total Local Sales Taxes	\$0
Total Tax Revenue Gain	\$20,626
Total Miami-Dade County (20%) QTI Match	\$102,000
Miami-Dade County Net Revenue Benefit	(\$81,374)

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INCENTIVE PROPOSAL CHECKLIST

Project Leon

1. Enterprise Zone:	No
2. Number of New Jobs Projected:	85
3. Average Salary per Job:	\$66,100
4. New Capital Investment:	\$1,100,000
5. New Square Footage:	23,000
6. Per Job Incentive:	\$6,000

**QUALIFIED TARGET INDUSTRY TAX REFUND (QTI) BASED
UPON THE CREATION OF**

85 New Jobs Over 2 Years

TOTAL QTI TAX REFUND

1. State of Florida Portion (80%)	\$408,000
2. Miami-Dade County Match (20%)	\$102,000
 Total QTI Tax Refund Proposal	 \$510,000

RETURN ON INCENTIVE INVESTMENT (ROI)

1. Miami-Dade County Incremental General Tax Revenue*	\$20,626	
2. Total Miami-Dade County (20%) QTI Match	\$102,000	\$20,400
3. Miami-Dade County Net Revenue Benefit	(\$81,374)	
Total ROI Gain/Loss/Breakeven	1: 0.20	

1. Miami-Dade County Total Property Tax Revenue	\$80,694	
2. Total Miami-Dade County (20%) QTI Match	\$102,000	\$20,400
3. Miami-Dade County Total Net Revenue Benefit	(\$21,306)	
Total ROI Gain/Loss/Breakeven	1: 0.79	

* See Economic Impact Model

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APPLICATION*
Private Companies

1. SIGNATURE

The undersigned person hereby affirms that he or she has been duly authorized and empowered to verify, execute and deliver this Application, that he or she will read this Application (including all attachments hereto) and he or she has knowledge of all of the facts stated herein, and that this Application, and all information submitted in connection herewith, shall be complete and accurate and shall contain no misstatements, misrepresentations, or omissions of material facts, to the best of his or her knowledge and belief.

Signature

Date

Name

Title

Company

2. BUSINESS INFORMATION

A. Legal name of the Applicant:

B. Please provide contact information for the primary contact at the Applicant.

Name

Title

Telephone No.

Email Address

Street Address

City

State

Zip Code

Country

C. Name of Ultimate Parent Company (if applicable):

City

State/Province

Country

* For an explanation of certain capitalized terms used in this Application, please see Appendix 1.
Revised 01/16

- D. List each Principal Executive Officer, director (or any person who performs a similar function regardless of title, e.g., a manager of a limited liability company or a general partner of a limited partnership) of the Applicant and the Ultimate Parent Company (if applicable), and any person or entity that Controls the Applicant. Attach additional sheets if necessary.

<u>Name</u> ¹ <i>First, Middle Initial, Last</i>	<u>Title or Position</u> ²	<u>Percent of Ownership If Greater than 50%</u> ³
	Chief Executive Officer	
	President (if different than CEO)	
	Chief Operating Officer	
	Chief Financial Officer	
	Chief Legal Officer/General Counsel	
	Director (i.e., member of the board of directors if a corp.) or Manager (i.e., member of the board of managers if an LLC)	
	Director (i.e., member of the board of directors if a corp.) or Manager (i.e., member of the board of managers if an LLC)	
	Director (i.e., member of the board of directors if a corp.) or Manager (i.e., member of the board of managers if an LLC)	
	Equity Owner (if greater than 50%)	

- E. Applicant's Federal Employer Identification Number:
(Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.)

- F. Applicant's Reemployment Assistance Number (Formerly Unemployment #)

- G. Applicant's Florida Sales Tax Registration Number (if applicable):

- H. Last day of Applicant's fiscal year (e.g., December 31, September 30, etc.): December 31

- I. Total number of employees (on a Full-Time Equivalent Job Basis) who are currently employed by the Ultimate Parent Company and its Subsidiaries (including the Applicant) in Florida: 67

¹ If not applicable, write "N/A".

² For example, chief executive officer, director, stockholders that directly or indirectly own more than 50% of the capital stock or other equity interests of the Applicant or the Ultimate Parent Company, etc.

³ This should only be included if the individual directly or indirectly owns more than 50% of the capital stock or other equity interests of the Applicant or the Ultimate Parent Company.

J. Total number of employees (on a Full-Time Equivalent Job Basis) who are currently employed by the Ultimate Parent Company and its Subsidiaries (including the Applicant) worldwide: 3,560

K. What type of legal entity is the applicant?

C-Corporation S-Corporation
Limited Liability Company Partnership

L. Is it presently anticipated that the Applicant will have corporate income tax liability in Florida?⁴

Yes No

M. Is the applicant a small business (i.e., is the aggregate net worth of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) less than \$5,000,000 or does the Applicant have a Small Business Administration 8(a) certification)?

Yes No

3. PROJECT OVERVIEW

A. Which of the following best describes the Applicant:

- New business to Florida
 Existing Florida business creating and/or retaining jobs⁵

B. How many employees of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) will be transferred from other Florida locations in connection with the Project (on a Full-Time Equivalent Job Basis), please indicate the number of employees being transferred and from which Florida county?
None

C. Please describe the Project, including the specific business activity(ies) and functions of the Project:

Moving current corporate headquarters from Sugar Land, Texas to Florida

D. What is the anticipated commencement date of the Project? Q2 2017

⁴ In most cases, limited liability companies, S corporations, and partnerships will not have corporate income tax liability.

⁵ A QTI Tax Refund award cannot be granted for existing Florida jobs.
Revised 01/16

E. Break down of the Project's primary business activity(ies)/job functions and the corresponding wages:

Applicant's Activities	6 Digit NAICS Code(s)	Project Function (total = 100%)	Average Annualized Wage (\$)
Corporate Offices	551114	100%	\$66,100

F. Please provide the address of the proposed permanent location of the Project:

We are especially interested in Coral Gables

Street Address

City

State

Zip Code

G. Will the Project be located in a current or proposed Brownfield Area?

Yes No

If Yes, does the proposed site have a Brownfield Site Rehabilitation Agreement in place or are you pursuing one?

Yes No If yes, identify the site number?

Will the Project be located in a designated Rural Area of Opportunity?

Yes No If yes, which area?

Will the Project be located in an Urban area?⁶

Yes No If yes, describe?

H. Which of the following best describes the location of the Project:

Regional headquarters

If it is a regional headquarters, what region?

National headquarters

International headquarters

Not applicable

I. Please provide an estimate of the percentage of goods or services from the Project that will be sold or delivered to customers outside of Florida:

93.5% Explain, if necessary:

The corporate offices will not directly be engaged in selling activity but will give support to the applicant's distribution and fabrication network in both the US and Canada

4. JOB AND WAGE OVERVIEW

A. How many new-to-Florida Full-Time Equivalent Jobs are projected to be created 85 as part of the Project?

⁶ An Urban area may include a Community Redevelopment Area (CRA), Urban Job Tax Credit eligible area, Federal Empowerment Zone, and an Urban Revitalization Area.

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- B. If the Applicant operates in Florida, how many of the Applicant's Full-Time Equivalent Jobs in Florida that would have otherwise moved to another state are projected to be retained as part of the Project? N/A
- C. What is the projected annualized average wage (excluding benefits) of the retained Full-Time Equivalent Jobs in Florida listed in Section 4(B) above (if any)?⁷ \$N/A
- D. What is the projected annualized average wage (excluding benefits) of the new Full-Time Equivalent Jobs Florida jobs created as part of the Project?⁸ \$66,100
- E. What is the projected annualized average cost to the Applicant of benefits for each Full-Time Equivalent Job created and retained as part of the Project? \$6000 per employee
- F. Please list the benefits that are included in the above calculation (e.g., health insurance, matching 401(k) contributions, etc.)?
Medical, dental, and vision insurance, flexible spending account, Basic Life and AD&D insurance, Short-Term and Long-Term Disability Insurance, Employee Assistance Plan
- G. Does the applicant contract with a third-party company to provide payroll services? Yes No

5. CAPITAL INVESTMENT OVERVIEW

- A. Describe the capital investment in connection with the Project in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.):
Any capital investment will be focused on remodeling the leased office space and buying new equipment and furniture. Potential remodeling could be done by landlord if so negotiated in the lease agreement.
- B. Identify whether the Project will be located in a/an:
 Leased space with renovations or build out
 Newly constructed building(s) on newly acquired land
 Newly constructed building(s) on previously acquired land
 Newly acquired existing building(s) with renovations
 Addition to previously acquired existing building(s)
 Other (please describe in 5A above)
- C. List the projected capital investment to be made in Florida in connection with the Project (by type and year):

Calendar Year :		2017				Total
Land or Building Purchase	\$0	\$0	\$0	\$0	\$0	\$0
Construction / Renovations	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Manufacturing Equipment	\$0	\$0	\$0	\$0	\$0	\$0
R&D Equipment	\$0	\$0	\$0	\$0	\$0	\$0

⁷ All cash payments to the employees (other than reimbursements of business expenses) should be included.

⁸ All cash payments to the employees (other than reimbursements of business expenses) should be included.

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Other Equipment (computer equipment, office furniture, etc.)	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Total Capital Investment	\$0	\$1,100,000	\$0	\$0	\$0	\$1,100,000

D. List the projected capital investment to be made outside of Florida, for equipment that will be located at the Project location in connection with the Project (by type and year):

Calendar Year :	2016	2017	2018	2019	2020	Total
Manufacturing Equipment	\$	\$	\$	\$	\$	\$
R&D Equipment	\$	\$	\$	\$	\$	\$
Other Equipment (computer equipment, office furniture, etc)	\$	\$	\$	\$	\$	\$
Total Capital Investment	\$	\$	\$	\$	\$	\$

E. What is the estimated square footage of the new or expanded facility? 23,000 – 24,000 sf

6. COMPETITIVE LANDSCAPE

- A. What role will the Incentive(s) play in the Applicant's decision to locate the Project in Florida? During our decision-making process, the Incentives would be considered as an advantage in favor of the location. This move requires a high effort for the company in terms of costs and expenses, and this Incentive would help to minimize such economic impact.
- B. What other states or countries (including the cities) is the Applicant considering for the Project? The alternative is to maintain the headquarters offices in the current Texas location.
- C. What advantages or Incentives offered by these locations does the Applicant consider important in its decision? By remaining in the current Texas location, the company would not incur the significant business disruption, costs and risks arising from the move of the entire corporate office.
- D. What advantages or disadvantages offered by the proposed Florida location does the Applicant consider important in its decision?
Main advantages: Closer to Spain and convenient location for interaction with both Spain and South America; good flights connection (including direct flights to Spain); attractive location for future candidates, area with high number of bilingual speakers (Spanish-English)
Main disadvantages: Potential locations in Florida are more expensive, with a higher cost of living; high cost of moving; need for capital investment expenditures; need to deal with the current long-term lease in Houston; and high risk of loss of key personnel (this last point is the most concerning one).
- E. Indicate any additional internal or external competitive issues impacting the Applicant's decision regarding the Project's location? Internally, this project is part of a global strategy. The corporate offices could be used in the future for both North and South America.

7. DISCLOSURE

- A. In the past 10 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company

or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign or military court to any Felony or Misdemeanor involving fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery or a conspiracy to commit any of these offenses?

If yes,
Yes No explain?

B. Is (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, or (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls (a) the subject of a pending criminal prosecution or governmental enforcement action in any jurisdiction; (b) to the best of the Applicant's knowledge after due inquiry, the subject of any criminal, civil, or regulatory investigation by any law enforcement authority in the State of Florida, or any regulatory body in the State of Florida; or (c) subject to any unsatisfied tax liens in Florida or judgment liens in any jurisdiction in the U.S.?

If yes,
Yes No explain?

C. In the past 5 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled (a) been named as a DEFENDANT in any civil litigation or arbitration in any jurisdiction, (b) had an application for license, or a license or its equivalent, to practice any profession or occupation denied, suspended or revoked in any jurisdiction, or (c) been subject to a bankruptcy or insolvency petition in any jurisdiction?

In various jurisdictions, the Applicant, the Ultimate Parent Company and/or its subsidiaries have been a named defendant in civil litigation, mainly related to product liability, employment and commercial matters. Concretely, no judgment has been rendered against the Applicant in such civil litigation.

If yes,
Yes No explain?

8. CONFIDENTIALITY

In accordance with Section 288.075 of the Florida Statutes, the Applicant may request that Enterprise Florida, Inc. and the Department of Economic Opportunity maintain the confidentiality of all information regarding the Project (including information contained in this application) for the lesser of a 12 month period after the date of this application (which may be extended for an additional 12 months upon request), 6 months after the issuance of the final project order approving the project or until the information is otherwise disclosed.

Please indicate whether the Applicant is requesting confidential treatment of the Project in accordance with Section 288.075 of the Florida Statutes. (Does not apply to SDST sales tax exemption applicants.)

Yes No

PLEASE BE SURE TO ATTACH THE PROPER INCENTIVE ATTACHMENT SHEET(S).

APPENDIX 1

EXPLANATION OF TERMS

The following terms used in this Application have the meanings set forth below:

AFFILIATE – An entity that is controlled, directly or indirectly, by the ultimate parent entity of such person.

APPLICANT – The entity(ies) that will satisfy all job creation and capital investment requirements under the incentive agreement with the Department and which are applying on or amending this Application.

BROWNFIELD Site with a Brownfield Site Rehabilitation Agreement – Has the meaning ascribed to such term in Section 288.107 of the Florida Statutes.

CONTROL – The power, directly or indirectly, to direct the management or policies of a company, whether through ownership of securities, by contract, or otherwise. Any person or entity that (i) is a director, general partner or officer exercising executive responsibility (or having similar status or functions); (ii) directly or indirectly has the right to vote 50% or more of a class of a voting security or has the power to sell or direct the sale of 50% or more of a class of voting securities; or (iii) in the case of a partnership, has the right to receive upon dissolution, or has contributed, 50% or more of the capital, is presumed to control that company.

DEPARTMENT – The Department of Economic Opportunity.

FELONY – For jurisdictions that do not differentiate between a felony and a misdemeanor, a felony is an offense punishable by a sentence of at least one year imprisonment and/or a fine of at least \$1,000. The term also includes a general court martial.

FOUND – Includes adverse final actions, including consent decrees in which the respondent has neither admitted nor denied the findings, but does not include agreements, deficiency letters, examination reports, memoranda of understanding, letters of caution, admonishments, and similar informal resolutions of matters.

FULL-TIME EQUIVALENT JOB – One employee or two or more employees (without duplication) who perform at least 35 hours of paid work per week.

JOBS – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

MISDEMEANOR – For jurisdictions that do not differentiate between a felony and a misdemeanor, a misdemeanor is an offense punishable by a sentence of less than one year imprisonment and/or a fine of less than \$1,000. The term also includes a special court martial.

NAICS – Those classifications contained in the North American Industry Classification System, as published in 2012 by the Office of Management and Budget, Executive Office of the President, and updated from time to time.

ORDER – A written directive issued pursuant to statutory authority and procedures, including orders of denial, suspension, or revocation; does not include special stipulations, undertakings or agreements relating to payments, limitations on activity or other restrictions unless they are included in an order.

PRINCIPAL EXECUTIVE OFFICER – With respect to any entity, such entity's chief executive officer, chief financial officer, chief operations officer or any person who performs similar functions regardless of title.

PROJECT – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

RURAL AREA OF OPPORTUNITY – Has the meaning ascribed to such term in Section 288.0656 of the Florida Statutes.

SUBSIDIARY – An entity that is directly or indirectly controlled by the Applicant or the Ultimate Parent.

ULTIMATE PARENT – An entity that directly or indirectly controls the Applicant, which is not directly or indirectly controlled by any other entity.

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Qualified Target Industry Tax Refund Attachment to the General Project Overview

Project Leon

FOR EFI USE ONLY		
Date Received	Date Revised	Date Completed
<hr style="width: 50%; margin: auto;"/> EFI Project Number		

Must be a separate business unit or reporting unit of a business unit that is or will be registered with the State of Florida for unemployment compensation purposes.

IMPORTANT NOTE: This application must be filed and the incentive approved *prior* to making the decision to expand an existing Florida business unit or to locate a new business unit in Florida.

Be sure to submit the General Project Overview and Local Support Resolution¹ following passage by the City / County

1. PROJECT EMPLOYMENT AND WAGE COMMITMENTS

- A. What is the total number of net new full-time equivalent Florida jobs created by the project at the business unit²? 85
- B. Provide the job creation schedule to which you commit: (Please limit the phases to a maximum of three consecutive years and job creation to no less than ten jobs in the first year).

Phase	Number of net new full-time equivalent Florida jobs created in the business unit	Date by which jobs will be created
I	50	12/31/2017
II	35	12/31/2018
III		
Total	85	

- C. For the purposes of certification, agreement, and claim review, indicate the average wage and corresponding threshold (percentage) to which you commit:
Check the relevant box (only one) and fill in the first field (wage commitment) and second field (county, state, or MSA used).
- \$_____, which is at least 115% of the average wage in _____.
- \$66,098, which is at least 150% of the average wage in The State of Florida.
- \$_____, which is at least 200% of the average wage in _____.

2. LOCAL FINANCIAL SUPPORT

- A. Identify the local government(s) anticipated to provide local financial support³:
Miami-Dade County
- B. Indicate the date(s) the QTI support resolution(s) is / are anticipated to be passed by the local government:
Q4 2016

¹ Submit the resolution adopted by the local governing body recommending the applicant be approved as a QTI Business unit and indicating the amount of local financial support that has been committed. Resolution should clearly indicate waivers requested and justification for such waivers.

² Must be a minimum of 10 new jobs and a 10 percent increase in current business unit employment (if an existing Florida business).

³ The total QTI award may not exceed five times the local financial support provided by the community. If the community has requested a local financial support waiver or the support is provided in the form of ad valorem tax abatement, the QTI award will be reduced by this amount.

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Qualified Target Industry Tax Refund Attachment to the General Project Overview

3. SIGNATURES

Signature of Individual Completing this Attachment
(if different from General Project Overview)

Date

Address (if different)

Phone Number (if different)

Signature (Authorized Company Officer) REQUIRED

Date

Name and Title of Authorized Officer

4. KEY QTI PROGRAM INFORMATION

- The tax refund claim form will be due by January 31st each year for the number of jobs on December 31st of the previous calendar year. Tax refunds paid per state fiscal year (July 1 – June 30) may not exceed 25 percent of the total tax refund award associated with the phase(s) scheduled.
- The total award will be equal to \$3,000 (\$6,000 in Enterprise Zones or Rural Counties) times the number of jobs reported in item 1A. Additional per job bonuses may be available; however, the QTI award may not exceed five times the local financial support paid by the community.
 - \$1,000 per job if the average annual wage is at least 150% of the area's average; or \$2,000 per job if the average annual wage is at least 200%.
 - \$2,000 per job if the business falls within a designated high impact sector OR If the business increases exports of its goods through a seaport or airport in the state by at least 10 percent in value or tonnage in each year of receiving a QTI refund.
 - \$2,500 per job if the project locates in a designated Brownfield area (Brownfield Bonus).
 - \$1,000 per job if the local financial support is equal to the base QTI award.
- If in any year the applicant does not achieve the job creation schedule outlined in item 1C, but achieves at least 80% of the required net new jobs, the company will receive a pro-rated refund less a 5% penalty of the scheduled award amount for that year. If job creation falls below 80% of the required jobs, the company will not receive a refund and will be terminated from the program. Similarly, if the average wage falls below the wage committed to in 1C, the company will not receive a refund and will be terminated from the program.
- For an **expanding** Florida business unit:
 - Existing number of full-time equivalent Florida jobs must be maintained for the duration of the QTI agreement.
 - The average wage commitment should include wages paid for only the net new to Florida jobs, as shown on the unit's UCT-6 form. The applicant will be required to establish a tracking mechanism to distinguish between existing versus new jobs and employees filling those jobs. Contact Enterprise Florida for more information.
- QTI eligible jobs are those that are physically located within the State of Florida and located at the facility listed as the proposed location address in question 2G of the General Project Overview or subsequent QTI contract with the State of Florida. If any jobs will not be physically located at the proposed location address, contact Enterprise Florida to discuss the situation. Jobs that are paid out of the proposed location address facility but are not located at that facility or in the State of Florida are not considered net new jobs for QTI purposes.
- A qualified target industry business that fraudulently claims a refund under 288.106(2), Florida Statutes:
 - Is liable for repayment of the refund to the account, plus a mandatory penalty in the amount of 200 percent of the tax refund which shall be deposited into the General Revenue Fund.
 - Is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- Qualified Target Industry Tax Refund: Section 288.106, Florida Statutes.



Memorandum

Date: November 1, 2016

To: Shannon Summerset-Williams, Assistant County Attorney
Miami-Dade County Attorney's Office

From: *VTB* Victoria Mallette, Executive Director
Miami-Dade County Homeless Trust

Subject: Approval of Agreement
 Sub-recipient U.S. HUD Grant Agreement State Primary Care: _____
 Other: **DCF ESG Agreement for Prevention and Rapid Re-Housing Services**

Attached, please find for your review and approval, three (3) originals of the referenced Grant Agreement between Miami-Dade County, through the Miami-Dade County Homeless Trust and the agency listed below:

Agency: **State of Florida, Department of Children and Families**

Contract Number / Name: **KPZ41/ESG Program/Prevention and Rapid-Re-Housing**

Contract Amount: **\$200,000.00**

SHP: F & B
STATE: OTHER (Specify): _____

Authorized by Resolution: **R- Pending**
BCC Approval New Renewal

Authorized by A) 3-38: _____
New Renewal

We are requesting your assistance with reviewing and approving the Agreement as to form and legal sufficiency as soon as possible. Please contact our office once the Agreements have been signed at (305) 375-1490. As always, thank you for your assistance.

I approve the above referenced agreement for form and legal sufficiency.

Shannon Summerset-Williams Date
Assistant County Attorney

I do not approve the above referenced agreement for form and legal sufficiency because: _____

Please resubmit again for review after these problems have been addressed.

Please return to Terrell Thomas Ellis, Contract Manager

JM

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Contract No. KPZ41
CFDA No. 14.231
CSFA No. _____

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 **Miami-Dade County Homeless Trust**, 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 **providing Homeless Prevention and Rapid Re-Housing assistance, including rental assistance and housing relocation and stabilization services, to families who are literally homeless, at imminent risk, or at risk, of homelessness**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$200,000.00..

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: Miami-Dade County Homeless Trust
Address: 111 NW 1st Street, 27th Floor, Suite 310
City: Miami State:Florida Zip Code:33128
Phone: 305-375-1490 Ext: _____ E-mail: _____

1.2.2. The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:

Name: Victoria Mallette
Address: 111 NW 1st Street, 27th Floor, Suite 310
City: Miami State:Florida Zip Code:33128
Phone: 305-375-1490 Ext: _____ E-mail: VMallette@miamidade.gov

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: Victoria Mallette
Address: 111 NW 1st Street, 27th Floor, Suite 310
City: Miami State:Florida Zip Code:33128
Phone: 305-375-1490 Ext: _____ E-mail: VMallette@miamidade.gov

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

Name: Simone Knight
Address: 410 N.W. 2nd Avenue, Suite N-1007
City: Miami State:Florida Zip Code:33128
Phone: (786)-257-5055 Ext: _____ E-mail: Simone.Knight@myflfamilies.com

Per section 402.7305(1)(a), F.S., the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.3. Effective and Ending Dates

This Contract shall be effective on **October 1, 2016** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **October 1, 2016** or the effective date of this Contract, whichever is later, and shall end at midnight, Eastern time, on **June 30, 2019**, subject to the survival of terms provisions of Section 7.4.

This Contract may not be renewed.

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

This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, the renewal price(s) set forth in the bid, proposal, or reply are shown in Exhibit F__, subject to negotiation at renewal per section 287.057(13), Florida Statutes (F.S.).

1.4. Contract Document

This Contract is composed of Sections 1 through 9, Exhibits A through F, Attachments 1 through 3 and any exhibits referenced in said attachments, and any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

1.4.1. The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

1.4.3. The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 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;

1.4.4.3. This Standard Integrated 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. Except for advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. The Department's determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.

2.1. Scope of Work

The Scope of Work is described in Exhibit B.

2.2. Task List

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

2.3. Deliverables

Deliverables shall be as described in Exhibit D.

2.4. Performance Measures.

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

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

3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1. 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 specify otherwise. Any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 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 1 dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

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

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

CF Standard

Integrated Contract 2016

to the extent that this Contract so provides, or termination of this Contract per Section 6.2.3 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.

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.

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 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 Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

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

4.3.4. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon

giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

4.3.5. The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

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

The Provider may subcontract under this Contract.

This Provider is prohibited from subcontracting under this Contract.

4.3.7. 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 the scope of the Provider's redaction of the record, as provided for under Section 5.3., including litigation initiated by the Department.

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

4.5. 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 Department's Contract Manager will be notified 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

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

4.7.1. 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, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

4.10. 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: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myffamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in Children and Families Operating Procedure (CFOP) 180-4, which can be obtained from the Contract Manager.

4.14. Employment Screening

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

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

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 Provider Agency, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Department or a Contract Provider, or if that individual is being promoted, transferred or demoted within the Department or Agency."

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.

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

5.1.3. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2.

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

5.1.5. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 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.

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

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

5.1.8. 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 CF Standard

Contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 6.2.4.

5.3. Provider's Confidential and Exempt Information

5.3.1. By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with 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.a. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.a., correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

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

5.4. Health Insurance Portability and Accountability Act

The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 United States Code (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. Data Security

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

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

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

5.5.3. All Provider employees who have access to Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

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

5.5.5. 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 breach or potential breach of personal and confidential Departmental data.

5.5.6. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Departmental data as provided in section 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 a breach or potential breach of personal and confidential Departmental data.

5.5.7. The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of Section 5.5 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OR CHAPTER 119, F.S., TO THE CONTRACTOR'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, 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., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

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

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

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

6.2. Termination

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

6.2.2. This Contract may be terminated by the Provider upon no less than thirty (30) calendar days' notice in writing to the Department unless a sooner time 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' (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

6.2.5. 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. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider.

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 has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by 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 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

7. OTHER TERMS

7.1. Governing Law and Venue

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

7.2. No Other Terms

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

7.3. Severability of Terms

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

7.4. Survival of Terms

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

7.5. Modifications

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

7.6. 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-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12. 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(e) of the Immigration and Nationality Act (8 U.S.C. § 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employee assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

7.13. Civil Rights Requirements

In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 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 the box for Federal Funds is checked at the beginning of 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 \$100,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 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 N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

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.

8.2. 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/index.html>.

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. Emergency 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 the Children and Families Operating Procedure (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, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact

information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Grant or Contract Manager within 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 & 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.myffamilies.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. Client and Other Confidential Information. State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S.

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.

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 56 page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: MIAMI-DADE COUNTY HOMELESS FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES TRUST

Signature: _____	Signature: _____
Print/Type	Print/Type
Name: <u>Carlos A. Gimenez</u>	Name: <u>Bronwyn Stanford</u>
Title: <u>County Mayor</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): 59-6000573

Provider Fiscal Year Ending Date: 09/30

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EXHIBIT A – SPECIAL PROVISIONS

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

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1 Contract Document

This contract contains Exhibits E1, F1, F2, and F3.

A-2.1 Additional Definitions

- A-2.1. Sub-provider or sub-grantee** – For the purposes of this contract, Sub-provider or Sub-grantees are local agencies located within Miami-Dade County, Florida that provide various types of services to the homeless population.
- A-2.2. Continuum of Care 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 emergency, transitional, and permanent housing and related services to address the various needs of homeless persons and those at risk of becoming homeless.
- A-2.3. Homeless Management Information System (HMIS)** – Is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.
- A-2.4. Office on Homelessness**—Created within the Department of Children and Families as the central point of contact within state government on homelessness. The office coordinates the services and resources across all levels of government and non-profit agencies that serve individuals and families who are homeless or facing homelessness. It also manages grants to support local continuums and programs and services to serve homeless persons throughout the state.
- A-2.5. Lead Agency** – The Office on Homelessness recognizes and designates local entities to serve as lead agencies for local planning efforts to coordinate homeless assistance continuum of care systems. The purpose of the local continuum of care is to help communities envision, plan and implement coordinated, long-term solutions to address homelessness.
- A-2.6. HUD** – The US Department of Housing and Urban Development, whose mission is to increase homeownership, support community development and increase access to affordable housing that is free from discrimination.
- A-2.7. Code of Federal Regulations (CFR)** – is the codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- A-2.8. Pass-through Entity** – is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program. For the purposes of this contract the Department of Children and Families is the pass-through entity.
- A-2.9. Subrecipient** – a non-Federal entity (the Provider/Grantee) that receives a subaward from a pass-through entity to carry out part of a Federal program; but, does not include an individual that is a beneficiary of such a

program. A subrecipient may also be a recipient of other Federal awards directly from the Federal awarding agency.

A-2.10. Subaward – an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement including an agreement that the pass-through considers a contract.

A-2.11. Advance Payment – is a payment that a federal agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-Federal entity disburses the funds for program purposes.

A-3. STATEMENT OF WORK

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

A-4. PAYMENT, INVOICE, AND RELATED TERMS

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

A-5. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

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

A-6. RECORDS, AUDITS AND DATA SECURITY

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

A-7. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

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

A-8. OTHER TERMS

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

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EXHIBIT B - SCOPE OF WORK

B-1. Scope of Service

This is a three (3) year contract, subject to appropriations and successful completion, for which Homeless Prevention and Rapid Re-Housing services shall be provided in Miami-Dade County, Florida, in accordance with the Provider's response to the Department's Emergency Solutions Grant solicitation LPZ19, incorporated herein by reference, and in by definitions contained in the U.S. Department of Housing and Urban Development Interim Regulations published December 5, 2011, as amended, and the 24 CFR Part 576 shall govern the Department's grant awards. Copies of these federal regulations are available by contacting the Grant Manager identified in the department contact section. Grantee are directed to review the definition of homelessness in Section 576.2 of the federal regulations published in the December 5, 2011 Interim Rule.

B-1.1. Authority: For federal regulations governing the Emergency Solutions Grant Program see the HUD web site to view or print regulations at the following website:

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

B-2. Major Contract Goals

The major contract goals are to decrease the number of homeless persons or those in danger of becoming homeless through the provision of emergency shelters, street outreach, homeless prevention and rapid re-housing programs.

B-2.1. Emergency Shelter Facilities:

The major contract goals of the shelter facilities are to increase the number and quality of emergency shelters that serve homeless persons, assist with the costs of operating emergency shelter facilities, and to provide essential services for individuals and families in emergency shelters.

B-2.2. Street Outreach

The major contract goals are to provide essential services to unsheltered homeless individuals and families, connect them with emergency shelter, housing or critical services, and provide them with urgent, non-facility based care.

B-2.3. Homeless Prevention and Rapid Re-Housing:

The major contract goals of homeless prevention is to assist eligible individuals and families who are at imminent risk, or at risk, of homelessness with short and medium term rental assistance and housing relocation and stabilization services to (1) prevent persons from becoming homeless and in a shelter or an unsheltered situation, or (2) to help such persons regain stability in their current housing or other permanent housing.

The major contract goals of rapid re-housing is to assist individuals and families who are literally homeless with short and medium term rental assistance and housing relocation and stabilization services to: (1) aid homeless persons living on the streets or in an emergency shelter transition as quickly as possible into permanent housing and; (2) help those persons assisted achieve stability in that housing.

B-3. Service Area/Locations/Times

B-3.1. Service Location - Services will be provided at:

B-3.1.1. Legal Services of Greater Miami: 3000 Biscayne Boulevard, Suite #500, Miami, Florida 33137

B-3.1.2. Citrus Health Network, Inc.: 4175 West 20th Avenue, Hialeah Florida 33012 (Administrative Office); and at the following service centers:

B-3.1.2.1. Accion- 970 SW 1 St, 4th floor, Miami, FL 33130

B-3.1.2.2. Caleb Center- 2500 NW 62 St, Miami, FL 33147

B-3.1.2.3. Coconut Grove Center- 3750 South Dixie Hwy., Miami, FL 33133

B-3.1.2.4. Culmer Center-1600 NW 3 Ave, Miami, FL 33136

- B-3.1.2.5. Edison Center-150 NW 79 St, Miami, FL 33130
- B-3.1.2.6. Florida City/Homestead Center- 1600 NW 6 St, Florida City, FL 33034
- B-3.1.2.7. Hialeah Center- 300 East First Ave, Hialeah, FL 33010
- B-3.1.2.8. South Beach Center- 833 Sixth St, Miami Beach, FL 33139
- B-3.1.2.9. Miami Gardens- Center 16405 NW 25 Ave, Miami, FL 33054
- B-3.1.2.10. Naranja Center- 13955 SW 264 St, Miami, FL 33032
- B-3.1.2.11. Perine Center- 17801 Homestead Ave, Miami, FL 33157
- B-3.1.2.12. Wynwood Center -2905 NW 2 Ave, Miami, FL 33127

B-3.2. Service Times:

Services for Prevention / Rapid Re-Housing and Street Outreach contracts will be made available to those seeking assistance within normal business hours: Monday-Friday, 8 am until 5 pm, and/or those hours deemed necessary by the Provider or sub-provider to meet the needs of clients seeking service.

B-3.3. Changes in Location/Service Times:

Any change in service time shall not require an amendment to this grant, but will require the Provider requesting written approval from the department prior to the time change. The service delivery location shall not be changed without prior written approval from the contract manager.

B-4. Clients to be Served- General Description:

B-4.1. Homeless Prevention:

Homeless Prevention serves low income individuals and families, who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in § 576.2 and have an annual income below thirty (30) percent of median family income for the area, as determined by HUD (See Exhibit B1).

B-4.2. Rapid Re-Housing:

Rapid Re-Housing serves individuals or families who meet the criteria under paragraph (1) of the "homeless" definition in § 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition (See Exhibit B1).

- B-5. **Client Eligibility:** Client eligibility for services shall be determined by the Provider in accordance with 24 CFR Part 576 as amended in the HUD December 5, 2011 Interim Rule; the guidelines outlined in the provider's written standards (Exhibit B2) and procedures as approved by the Department prior to execution of this grant as incorporated by reference herein; and by the criteria for defining homeless under the Homeless Definition established by HUD.
- B-6. **Client Determination:** In the event of any disputes regarding the eligibility of clients, the determination made by the Department is final and binding on all parties. Provider is directed to review the definition of homelessness in Section 576.2 of the federal regulations published in the December 5, 2011 Interim Rule.
- B-7. **Equipment:** It is the responsibility of the Provider to supply at its own expense, any equipment (aside from equipment purchased with funds from this grant agreement) necessary to provide services under this grant agreement. All equipment acquired under this grant agreement will be inventoried annually.
- B-8. **Contract Limits:** This grant agreement is limited to funding from July 1, 2016, or the date of grant execution, whichever is later, to and including June 30th, 2019. Funding is limited to no more than \$200,000.00 for the grant period FY 2016-17. Subsequent grant year awards will be based on appropriations and successful performance of the previous grant year. Grant awards must be met with a dollar for dollar match requirement according to 24 CFR, Part 576 and HUD's December 5, 2011 Interim Rule as amended. There is a provision for renewal or extension of this grant agreement at the discretion of the Department.



Homeless Definition

CRITERIA FOR DEFINING HOMELESS	Category 1	Literally Homeless	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <u>or</u> (iii) Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
	Category 2	Imminent Risk of Homelessness	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; <u>and</u> (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing
	Category 3	Homeless under other Federal statutes	<p>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:</p> <ul style="list-style-type: none"> (i) Are defined as homeless under the other listed federal statutes; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (iii) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; <u>and</u> (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers
	Category 4	Fleeing/ Attempting to Flee DV	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; <u>and</u> (iii) Lacks the resources or support networks to obtain other permanent housing



At Risk of Homelessness

CRITERIA FOR DEFINING AT RISK OF HOMELESSNESS	Category 1	Individuals and Families	An individual or family who: <ul style="list-style-type: none"> (i) Has an annual income below <u>30%</u> of median family income for the area; <u>AND</u> (ii) Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the "homeless" definition; <u>AND</u> (iii) Meets one of the following conditions: <ul style="list-style-type: none"> (A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; <u>OR</u> (B) Is living in the home of another because of economic hardship; <u>OR</u> (C) Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; <u>OR</u> (D) Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; <u>OR</u> (E) Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; <u>OR</u> (F) Is exiting a publicly funded institution or system of care; <u>OR</u> (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the Subrecipient's approved CoC Plan
	Category 2	Unaccompanied Children and Youth	A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under another Federal statute
	Category 3	Families with Children and Youth	An unaccompanied youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act, and the parent(s) or guardian(s) or that child or youth if living with him or her.



Homeless Definition

ELIGIBILITY BY COMPONENT (Emergency Solutions Grants Program)	Street Outreach	Individuals defined as Homeless under the following categories are eligible for assistance in SO: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1) SO projects have the following additional limitations on eligibility within Category 1: <ul style="list-style-type: none"> • Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter
	Emergency Shelter	Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 2 – Imminent Risk of Homeless • Category 3 – Homeless Under Other Federal Statutes • Category 4 – Fleeing/Attempting to Flee DV
	Rapid Re-housing	Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)
	Homelessness Prevention	Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects: <ul style="list-style-type: none"> • Category 2 – Imminent Risk of Homeless • Category 3 – Homeless Under Other Federal Statutes • Category 4 – Fleeing/Attempting to Flee DV Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects. HP projects have the following additional limitations on eligibility with homeless and at risk of homeless: <ul style="list-style-type: none"> • Must only serve individuals and families that have an annual income <u>below</u> 30% of AMI

EXHIBIT B2-Provider's Written Standards

Miami-Dade Homeless Continuum of Care Rapid Rehousing Standards of Care and Policies

I PURPOSE OF CoC RAPID RE-HOUSING PROGRAMS

The Miami-Dade County Homeless Continuum of Care Rapid Re-Housing (RRH) Programs provide financial assistance and services to help individuals and families who are experiencing homelessness to be quickly re-housed and stabilized. Based on a determination of need, such assistance may be in the form of move-in expenses, limited rental assistance, housing search and placement assistance and housing stability case management.

Such programs are operated by local community-based agencies and supported by multiple funding sources. Access to the Miami-Dade County's CoC RRH Programs is coordinated through the Miami-Dade County Homeless Trust's Coordinated Outreach and Assessment Process as described below. The Standards of Care for the provision of RRH Programs funded by and/or through the Miami-Dade County Homeless Trust (Homeless Trust) are set forth below.

II. RAPID RE-HOUSING COAP SCREENING, REFERRAL, HMIS PARTICIPATION AND CONFIDENTIALITY PROVISIONS

A. Assessment

Homeless families and individuals seeking assistance will first be assessed through the Homeless Continuum of Care's Coordinated Outreach and Assessment Process (COAP). Based on the assessment outcome, families and individuals will be referred for Rapid Re-Housing (RRH) assistance.

B. Referral Standard

Non-Veteran Homeless Families and Individuals

The COAP utilizes the VI-SPDAT to conduct initial assessment for CoC assistance. Homeless families and individuals will be referred for CoC assistance using HMIS based on preference for chronicity, vulnerability and other factors.

- Families: Upon referral for CoC RRH, families will be further assessed using the *CoC RRH Triage Tool* issued by the Homeless Trust, as may be amended from time-to-time (*Attachment A*).
 - Applicants identified as needing short-term rental assistance and no to nominal housing stabilization and location search services will be referred to the HAND Program funded by ESG and other sources.
 - In the event that applicants are determined to be in need of permanent supportive housing, such households will be referred back to COAP.
- Individuals who score within the range of 5-9 on the VI/SPDAT will be referred to CoC RRH and further assessed for RRH assistance utilizing the CoC RRH Triage Tool as described above. Individuals scoring 10 or higher will be referred to permanent supportive housing.

Veteran Homeless Families and Individuals

During the COAP, homeless families who report a veteran member or individuals who identify as a veteran will be referred to the Veterans Administration for housing and services assistance. Such families and individuals will be initially assessed using the VI-SPDAT. Veteran homeless families and individuals will be referred for VA-funded RRH assistance if they score within the following ranges on the VI-SPDAT:

- Families without high service needs, typically scoring within the range of 1-6.
- Individuals without high service needs, typically scoring within the range of 1-4.

VI-SPDAT assessment and referral information generated by the VA will be captured in the Homeless Trust's HMIS.

C. HMIS Participation and Confidentiality

All providers of RRH assistance must participate in the Miami-Dade County Homeless Trust Homeless Management Information System (HMIS) under an HMIS Participation Agreement and subject to the HMIS Standards, Policies and Procedures.

Further, all providers shall comply with the Homeless Trust's Confidentiality Policies and Procedures.

III. APPLICATION AND DOCUMENTATION REQUIREMENTS

A. Application Form

1. Applicants for RRH assistance must complete the *Standard CoC RRH Application* issued by the Homeless Trust, as may be amended from time to time (*Attachment B*). Required documents are incorporated into the Standard RRH Application package.
2. The Standard RRH Application will be the sole application form utilized by all agencies providing CoC RRH assistance.

B. Application Process

Referral to the CoC RRH Program will be made through the COAP. In the event that an applicant is currently residing in a CoC emergency or transitional program, such program will assist the applicant in completing and submitting the application package. Otherwise, the CoC RRH Program will assist the applicant in completing the application package.

C. Assessment for Level of RRH Assistance

Upon application, the household will be assessed using the CoC RRH Triage Tool to determine the appropriate length of rental assistance and level housing stabilization and location search services to be provided by the CoC RRH Program (*see Part IV*).

Applicants may be referred to the HAND Program or referred back to COAP for permanent supportive housing as may be determined during RRH Triage assessment.

IV. TERMS OF RRH ASSISTANCE

A. Terms for Assistance

FUNDS	HEARTH CoC
Income Limit	50% of Area Median Income
Additional Eligibility Criteria and Triage	<p>Upon referral for CoC RRH, applicants will be further assessed using the CoC RRH Triage Tool (<i>Attachment B</i>) to determine the length of rental assistance and level of housing stabilization and relocation services.</p> <p>Applicants identified as needing short-term rental assistance and no to nominal housing stabilization and location search services will be referred to the HAND Program funded by ESG and other sources.</p> <p>In the event that applicants are determined to be in need of permanent supportive housing, such households will be referred back to COAP.</p>
Form of assistance available and maximum period of assistance.	<p><i>Housing Stabilization and Relocation Services:</i></p> <ul style="list-style-type: none"> • Case Management and Housing Search • Application Fees <p><i>Rapid Re-Housing Rental Assistance:</i></p> <ul style="list-style-type: none"> • Security Deposits • Rental Assistance up to Six Months <p>○ After the third month, the program will make a determination whether the participant requires continued assistance.</p>

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	<ul style="list-style-type: none"> ○ Under extenuating circumstances, based on evaluation of need, rental assistance can be extended as necessary beyond six months, but no longer than 12 months.
<p>The percentage of rent and utilities each program participant must pay toward rent.</p>	<p>Standard Policy*</p> <p>Months 1 & 2: Client pays 0%; Program pays 100%</p> <p>Month 3: Client pays 25%; Program pays 75%</p> <p>Month 4 & 5: Client pays 50%; Program pays 50%</p> <p>Month 6: Client pays 75%; Program pays 25%</p> <p>*Unless tenant documentation (financial or issues identified through Triage Tool) supports providing a larger % of rent assistance or providing additional months of rent assistance using a declining subsidy. CoC RRH Rent may not exceed 24 months in a three year period.</p>

B. Standards for Re-Evaluation of Assistance

The program will not offer assistance beyond twelve months.

However, in accordance with HUD regulations, CoC RRH providers must conduct regular re- evaluations, at least annually, of program participants receiving RRH assistance.

To continue to receive CoC RRH assistance, a program participant's re-evaluation must demonstrate eligibility based on:

1. **Lack of resources and support networks:** The program participant's household must continue to lack sufficient resources and support networks to retain housing without CoC program assistance.
2. **Need:** The recipient or sub-recipient must determine the amount and type of assistance that the individual or family will need to (re)gain stability in permanent housing.

V. RRH HOUSING PLANNING, CASE MANAGEMENT AND SERVICES

A. Housing Plan and Case Management Requirements

1. The objective of the RRH Program is to ensure that assisted households can maintain long-term housing stability following the withdrawal of monetary assistance and services.

In order for RRH participants, as tenants, to maintain housing and avoid future homelessness as a result of eviction, three behaviors are necessary:

- Pay their portion of the rent on time every month;
 - Maintain their home in a safe and sanitary condition and in the condition in which it was initially rented to them, except normal wear and tear; and
 - Avoid behavior (their own or that of a household member or guest) that would disturb their neighbors' peaceful enjoyment of their own home (i.e. yelling, loud music or noise, violence, drug use, other illegal activity, damage to, or theft of, others' property, blocking or cluttering common areas or right-of-ways).
2. A **Landlord-Tenant-Case Manager Communication Agreement** must be developed prior to the RRH rental assistance payment, the RRH provider will assist the participant in making an assessment of issues and barriers to their own housing stability and assist the participant in developing their plan to achieve housing stability during period of RRH assistance. CoC RRH programs must use the standard **Landlord-Tenant-Case Manager Communication Agreement** form, which must be signed by the participant and landlord. The CoC RRH providers must use the standard **Landlord-Tenant-Case Manager Communication Agreement** form issued by the Homeless Trust, as may be amended from time-to-time (**Attachment C**).
 - a. Housing stability planning must be conducted utilizing a client-centered approach.
 - b. The Housing Stability Plan must specify how the tenant will retain permanent housing and assume responsibility for the full rent amount after RRH assistance ends. The plan must take into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant

will be eligible and likely to receive; the relative affordability of available housing in the area and supportive services necessary to overcome barriers to housing stability. The Plan must also assess the household's budgeting skills and measures to improve such skills as necessary.

- c. The RRH provider must assist the participant to identify need for, and in obtaining, appropriate supportive services including medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and government and private benefits and financial assistance including, but not limited to Medicaid; SNAP; WIC; unemployment; SSDI/SSI, Food Stamps).
3. Assigned case managers will assist households in locating rental properties that are within the household's current or projected budget. Households will be placed within 45 days of referral.
4. Selection of a housing unit is based on participant's choice. However the participant must select and move into an HQS-approved unit within 45 days of the date of Program's written approval of assistance. Failure to do so will result in the withdrawal of the opportunity for assistance.
5. At least once a month, case managers will perform face-to-face home visits, however, such home visits may be made more frequently as deemed appropriate to assist the household in making progress toward housing stability.

B. Time Limitations on Rent Assistance and Support Services

1. CoC-Funded RRH Services

CoC RRH-funded supportive services may be provided until 6 months after RRH rental assistance stops.

C. Staff Competency

CoC RRH staff must have the qualifications, licensing, proper training and supervision necessary and appropriate to the job function(s) with which the staff members are entrusted.

D. Non-Discrimination in Provision of Services

There shall be no discrimination on the basis of race, color, gender, sexual orientation, disability, religion, or national origin in the provision of services to participants by agencies. No religious practice or affiliation requirement shall be imposed upon participants.

Providers shall demonstrate sensitivity to participants' primary language and cultural background.

VI.

RRH PROGRAM RENT LIMITS

A. CoC Rent Limit

The rent for the assisted unit must meet HUD's rent reasonableness standard.

B. Rent Reasonableness Standard

The rent for a unit proposed for assistance must be compared to the rent charged for comparable units in the same market area. Comparison of the proposed rent must be based on location, quality, size, unit type, age, amenities, housing services, maintenance and utilities that must be paid for by the tenant.

C. Calculating Rent

In all cases in which the participant is required to pay a portion of rent, for purposes of calculating rent, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by Miami-Dade County for

the area in which the housing is located.

VII.

RRH LEASE AND RENTAL AGREEMENT REQUIREMENTS

A. Property Owner Rental Assistance Agreement

Any unit that receives rental assistance payments through rapid re-housing must have a rental assistance agreement between the CoC RRH program paying the rent assistance and the property owner (or management company authorized to enter into the agreement and take payments on behalf of the owner).

The CoC RRH providers must use the following forms issued by the Homeless Trust, as may be amended from time to time.

- *CoC RRH Landlord Participation Agreement (Attachment D); and*
- *CoC RRH Rental Assistance Agreement (addendum to Landlord Participation Agreement)(Attachment E).*

B. Lease Between Property Owner and Participant

The participant must enter into a lease with the property owner. Although CoC RRH assistance is short to medium term rental assistance, the lease between the owner and participant must be for a term of not less than one year.

VIII.

RRH INSPECTION REQUIREMENTS

A. HQS Standards

CoC units must pass HUD Housing Quality Standards found at 24 CFR § 982.401. CoC-funded RRH Program providers must use HUD's HQS Inspection Checklist Form 52580.

IX.

DENIAL OR TERMINATION OF RRH ASSISTANCE

- A.** Applicants denied CoC RRH assistance must receive written notice by certified mail explaining the reason for denial, contact information for the HAND Program or COAP if the applicant is referred to one of these programs based on the RRH Assessment, the method for making an appeal of the decision to deny assistance and contact information (including name, mailing address, email and phone number) for the person designated by the CoC RRH provider to receive an appeal. Review of the decision to deny assistance if appealed shall be the same as set forth below for terminations of assistance.

The CoC RRH providers must use the standard *Denial Notice* form issued by the Homeless Trust, as may be amended from time-to-time (*Attachment G*).

- B.** To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:
1. Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
 2. Written notice to the program participant containing a clear statement of the reasons for termination;
 3. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
 4. Prompt written notice of the final decision to the program participant.

Termination under this section does not bar further assistance at a later date to the same family or individual.

EXHIBIT C - TASK LIST

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

C-1. Service Tasks

C-1.1. The Provider shall comply with the Program/Project Narrative as described in the Provider's response to Grant Application LPZ19, within the limits of the approved Budget (**Exhibit F3**), and the Task Limits contained herein.

C-1.2. Written Standards: Provider must develop written standards and procedures for providing assistance in accordance with provisions set forth in 24 CFR, Part 576.400(e). The written standards (**Exhibit B2**) must be approved by the Department prior to grant execution and shall include:

C-1.2.1. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under the Emergency Solutions Grant; Minimum Standards: Must be (1) consistent with the definition of homeless and at-risk homeless set forth in 24 CFR 576.2; and (2) the record keeping requirements set forth in CFR 576.500 (b-e).

C-1.2.2. Standard policies and procedures for coordination among homeless service providers, as well as mainstream service and housing providers; Minimum Standards: Standard shall encompass all providers and programs listed in Sections 576.400(b) and (c) of the HUD December 5, 2011 Interim Rule.

C-1.2.3. Continuum of Care Centralized or Coordinated Assessment System: The Department shall require all grant Providers to utilize a coordinated assessment system to deliver services for homeless persons in the continuum of care area. Victim service providers may choose not to use the continuum's coordinated assessment system. If so, the victim service provider shall use a comparable system to provide aggregate data on persons served.

C-1.2.4. Standard policies and procedures for filing a grievance: Minimum Standards: Must (1) outline who can file a grievance and how; (2) the timeframe to file and where to submit; and (3) how the provider will respond and in what timeframe.

C-1.2.5. Outreach:

C-1.2.5.1. Standard policies and procedures for providing essential services related to street outreach: how the program will reach homeless persons that could benefit from outreach services; establishing eligibility of services; what types of services will be provided and where; coordination of mainstream benefits for clients; and HMIS data collection.

C-1.2.6. Shelter Facilities:

C-1.2.6.1. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG. This must include standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special population, such as victims of domestic violence. Such standards shall also address the individuals and families who have the highest barriers to housing.

C-1.2.6.2. Policies and procedures for assessing, prioritizing and reassessing individuals' and families' needs for essential services related to emergency shelter.

C-1.2.7. Prevention and Re-Housing:

C-1.2.7.1. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homeless prevention assistance or rapid re-housing aid. Department's Priority: Families with

children shall be given preference under the Department's award for both prevention and rapid re-housing, to the maximum extent possible.

C-1.2.7.2. Standards for determining the share of rent and utility costs that each eligible participant must pay, if any, while receiving either homeless prevention or rapid re-housing aid.

C-1.2.7.3. Standards for determining how long a particular participant will be provided with rental assistance, and whether and how the amount of assistance may be adjusted over time.

C-1.2.7.4. Standards for determining the type, amount and duration of housing stabilization and/or rapid re-housing assistance and/or relocation services to be provided to an eligible participant, including limits, if any, on the amount of homeless prevention or rapid re-housing assistance that a participant may receive. The standards shall set forth the maximum amount of assistance, the maximum months of assistance possible and maximum number of times a participant may receive assistance.

C-1.3. **Eligible Activities and Costs:** 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 (See 24 CFR Part 576 Subpart B):

Component: Rapid Re-Housing. These activities are designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and short-and/or medium-term rental assistance. §576.104		
Activity types		
Rental Assistance	Housing Relocation and Stabilization Services	
Eligible costs: <ul style="list-style-type: none"> • Short-term rental assistance – up to 3 months • Medium-term rental assistance – more than 3 months, but not more than 24 months • Rental arrears – one-time payment for up to six months of rent in arrears (including any late fees). 	Financial Assistance Eligible costs: <ul style="list-style-type: none"> • Rental Application Fees • Security Deposits • Last Month's Rent • Utility Deposits • Utility Payments • Moving Costs 	Services Costs Eligible costs: <ul style="list-style-type: none"> • Housing Search and Placement • Housing Stability Case Management • Mediation • Legal Services • Credit Repair

Component: Homelessness Prevention. These activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for humans through housing relocation and stabilization services and short-and/or medium-term rental assistance. §576.103		
Activity types:		
Rental Assistance **	Housing Relocation and Stabilization Services	
Eligible costs:	Financial Assistance	Services Costs
<ul style="list-style-type: none"> • Short-term rental assistance • Medium-term rental assistance • Rental arrears <p>**Rental assistance can be project-based or tenant-based.</p>	Eligible costs: <ul style="list-style-type: none"> • Rental Application Fees • Security Deposits • Last Month's Rent • Utility Deposits • Utility Payments • Moving Costs 	Eligible costs: <ul style="list-style-type: none"> • Housing Search and Placement • Housing Stability Case Management • Mediation • Legal Services • Credit Repair

Component: HMIS (Homeless Management Information System). These activities are designed to fund ESG recipients' and sub-recipients' participation in the Continuum of Care HMIS collection and analyses of data on individuals and families who are homeless and at-risk of homelessness. §576.107
Activity types:
Costs of contributing data to the HMIS designated by the CoC for the area; HMIS Lead (as designated by the CoC) costs for managing the HMIS system; and Victim services or legal services provider costs to establish and operate a comparable database.

C-1.3.1. Recipients must enter data on all persons served and all activities assisted under ESG into the applicable community-wide Continuum of Care HMIS or comparable database. Activities funded by ESG must comply with HUD's standards on participation, data collections and reporting under local HMIS (See 24 CFR Part 576.107). Victim service providers must not enter data into an HMIS, but must use a comparable database. Information in the comparable data must not be entered directly into or provided to an HMIS. Eligible costs include*:

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

*Activities funded under this component must comply with HUD's standards on participation, data collection and reporting under a local HMIS in HUD's December 5, 2011 Interim Rule as amended.

C-2. Administrative Tasks

C-2.1. Staffing:

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

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

C-2.2. Professional Qualifications: Minimum professional qualifications for staff shall be determined by the Provider. The position descriptions as described in the Provider's application submitted in response to the grant applications shall remain in place until written approval for any changes is obtained from the Department.

C-2.3. Subcontracting: This grant agreement allows the Provider to subcontract only for services described in the Provider's response to Grant Application LPZ19 that are described as being in need of subcontracting. All subcontracting is subject to the provisions of Section 4 of the Standard Contract Agreement and must be approved prior by the Department. The Provider may not subcontract services not listed in their response to Grant Application LPZ19.

C-2.3.1. This contract is funded by a federal grant award. Any sub-award is federal financial assistance and all sub-providers of services under this contract are bound by grant requirements under 2 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-2.3.2. Any sub-award any this federal grant award requires approval by the grant manager prior to execution and must be 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 sub-awardees.

C-2.3.3. Pursuant to 2 CFR Part 200.331, in part, all pass-through entities must:

C-2.3.3.1. 2 CFR 200.331(2) -- All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award applicable under this federal grant award.

C-2.3.3.2. 2 CFR Part 200.331(3) -- Any additional requirements that the pass-through entity imposes on the subrecipient 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 are applicable under this Federal grant award.

C-2.3.3.3. 2 CFR 200.331(5) -- A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§ 200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F—Audit Requirements of this part.

C-2.3.3.4. 2 CFR 200.331(6)(d) -- Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

- a. Reviewing financial and programmatic reports required by the pass-through entity.
- b. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.

- c. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521 Management decision.
- d. Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), 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:
 - (1) Providing subrecipients with training and technical assistance on program-related matters;
 - (2) Performing on-site reviews of the subrecipient's program operations; and
 - (3) Arranging for agreed-upon-procedures engagements as described in § 200.425 Audit services.
- e. Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501 Audit requirements.

C-2.4. Records and Documentation

C-2.4.1 To the extent that information is utilized in the performance of the resulting grant agreement or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the Provider's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the resulting grant agreement, which entitles the department to unilaterally cancel the grant agreement. The Provider is required to notify the Department in writing of any requests made for public records.

C-2.4.2 All documents pertaining to the program shall be retained by the Provider for a period of six (6) years after the termination of the grant agreement, or longer as may be required by any renewal or extension of the grant agreement. During the record retention period, the Provider agrees to provide all documents required to be retained upon demand by the Department.

C-2.4.3 The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs of any fine or penalty imposed as a result of improper disclosure by the Provider of confidential records may be maintained manually or electronically.

C-2.5. Reports (programmatic and to support payment) - The Subrecipient shall maintain and submit to the Department the following reports:

Report Title	Reporting Frequency	Report Due Date	Number of Copies	DCF Office to receive report(s)
Monthly Invoice (Exhibit F1)	Monthly	15 th of each month following service, or next business day if Saturday, Sunday or holiday	1	Grant Manager
Monthly Performance and Match Report (Exhibit F2)	Monthly with invoice	15 th of each month following service, or next business day if Saturday, Sunday or holiday	1 each	Grant Manager and Office on Homelessness
Annual Performance Data Report (Exhibit E1)	Annually	July 15 th	1 each	Grant Manager and Office on Homelessness
HMIS CAPER Report	Monthly with invoice, if applicable	15 th of each month following service, or next business day if Saturday, Sunday or holiday	1	Grant Manager
HMIS CAPER Performance Report	Quarterly with invoice	15 th of month following the end of October, December, March and June	1 each	Grant Manager and Office on Homelessness
Annual CAPER Performance Report	Annually	July 15 th	1 each	Grant Manager and Office on Homelessness

C-2.5.1. The Provider shall submit a monthly invoice (**Exhibit F1**) for reimbursement with the required documentation including, but not limited to, ESG services provided during the service period.

C-2.5.2. On a monthly basis, the Provider will report the matching expenditure dollars and in-kind contributions (**Exhibit F2**) with the Monthly Performance and Match Reports submitted to the Grant Manager and Office on Homelessness. In-kind contributions may be evaluated and counted as all or part of the match. In addition, the Provider shall report match with invoices submitted for reimbursement for the corresponding month of service to the Grant Manager for approval. The report will be due not later than fifteen (15) calendar days following the end of the month to the Grant Manager. Grant Managers may require additional reports regarding and substantiating claimed match as deemed necessary, and will request these from the Provider if needed.

C-2.5.3. In addition to the above, the Provider shall submit via email a monthly and quarterly HMIS CAPER Report on all activity conducted with ESG funds under this contract during the service month and quarter as a CSV file generated from HMIS to the Office on Homelessness and the Contract Manager.

C-2.5.4. The Provider shall submit via email the Annual HMIS CAPER Report generated in HMIS and saved as a CSV file to the Office on Homelessness (or other designated report as required by the Office on Homelessness) for the Fiscal Years 2016-17, 2017-18, and 2018-19.

C-2.5.5. The Provider shall submit the required reports listed in the above chart to the Contract Manager at the following address:

Florida Department of Children and Families
 Attention: Simone Knight, Contract Manager
 401 N.W. 2nd Avenue, Suite N-1007
 Miami, Florida 33128

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

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

Or via E-mail to Jayne Lincoln and Mia Parker:
Jayne.Lincoln@myflfamilies.com
Mia.Parker@myflfamilies.com

C-2.5.6. Where the grant requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act.

C-2.5.7. The Department or the Department of Financial Services reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the grant agreement or the Department of Financial Services Reference Guide for State Expenditures, incorporated herein by reference. The Department, at its option, may allow additional time within which the Provider may remedy the objections noted by the Department, or the Department may, after having given the Provider a reasonable opportunity to complete, make adequate or acceptable, and declare this grant agreement to be in default.

C-3. Standard Contract Requirements. Provider will perform all acts required by Sections 4, 5 and 7 of the Standard Contract.

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EXHIBIT D – DELIVERABLES

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

D-1. Service Unit: A service unit consists of one (1) month of providing Homeless Prevention and/or Rapid Re-housing, services to eligible homeless individuals as described in Sections B-4. and C-1.3.

D-1.1. FY 2016-2017: A minimum of 8 eligible homeless households (each household may consist of one person or more) will be provided Homeless Prevention and/or Rapid Re-Housing services during each month of service under this contract.

FY 2017-2018 and 2018-2019: A minimum of 7 eligible homeless households (each household may consist of one person or more) will be provided Homeless Prevention and/or Rapid Re-Housing services during each month of service under this contract.

D-1.1.1. Homeless Prevention/Rapid Re-Housing: These activities are designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and short- and/or medium-term rental assistance. Activities include Rental Assistance and/or Housing Relocation and Stabilization Services (see eligible activities listed under Section C-1-3). The HMIS report must reflect the total number of households and individuals within households, assisted with Rental Assistance and/or Housing Relocation and Stabilization Services and/or who were assessed for eligibility and received no services during the service period.

D-2. Criteria for Acceptance of Deliverables

D-2.1. The HMIS report must support the services provided. The Provider will input data into the Homeless Management Information System (HMIS) on clients served (including the types of services provided), submit the HMIS report with the monthly invoice and monthly activity reports, and state the monthly goal of servicing 8 homeless households (FY 16-17), and 7 homeless households (FY 17-18 and FY 18-19), with this grant funding. The HMIS report shall include the number of individuals **and** the number of households served during the reporting month and year-to-date, from date of execution of the contract.

D-2.2. The Provider must provide and 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, client lease agreements, client utility bills, etc.

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1. Minimum Performance Measures

E-1.1. System Wide Measures for the CoC

Strategy	Activity	Outputs	Outcomes
Coordinate intake among service providers through the Coordinated Assessment System	Coordinated Intake Assessment	# of assessed clients placed into permanent housing	Increase % of assessed clients placed into permanent housing.
Coordinate intake among service providers through the Coordinated Assessment System	Coordinated Intake Assessment	# of clients assessed for eligibility for assistance	Increase % of new intakes assessed

E-1.2. Homeless Prevention Performance Measures:

E-1.2.1. Increase the percentage of households who remain permanently housed after assistance.

E-1.2.2. Increase the percentage of households diverted from shelters.

Strategy	Activity	Outputs	Outcomes
Decrease the rate of recidivism	Homeless Prevention Assistance and Case Management	Average cost of assistance per client	Increase % of households remaining stably housed after assistance
Reduction of homeless persons	Housing Stabilization	# of clients assisted with prevention	Increase % of households diverted from emergency shelters

E-1.3. Rapid Re-Housing Performance Measures:

E-1.3.1. Decrease the average number of days it takes for households to obtain permanent housing.

E-1.3.2. Increase the percentage of households diverted from the shelter into permanent housing.

E-1.3.3. Increase in households who remain stably housed after assistance.

Strategy	Activity	Outputs	Outcomes
Reduction of homeless persons	Rapidly re-house clients into permanent housing and provide case management	# of clients provided with assistance for re-housing	Decrease % of time (days) for households to obtain permanent housing
Reduction of homeless persons	Housing Stabilization	# of clients assisted with re-housing	Increase % of households diverted from emergency shelters
Decrease the rate of recidivism	Re-Housing Case Management	Average \$ per client	Increase % of households remaining stably housed following assistance

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E-2. Performance Evaluation Methodology-(See Exhibit E1)

E-3. Performance Standards Statement: By execution of this grant the Provider hereby acknowledges and agrees that its performance under the grant must meet the standards set forth above and will be bound by the conditions set forth in this grant. 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 grant with the Provider. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

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EXHIBIT E1

Annual Performance Data Report

Prepared by _____

KPZ41
Contract

Service Month: _____

Miami-Dade County Homeless Trust
Emergency Solutions Grant

Date: _____

Signature _____

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

COC SYSTEM WIDE PERFORMANCE MEASURES – Section E-1.1

**E-1.1 Increase % of Persons Who Exit to Permanent Housing or Retain Permanent Housing
Fiscal Year 2016-2017**

- a. Number of Clients Exiting to Permanent Housing or Retaining Permanent Housing in Fiscal Year 2016 - 2017 _____
- b. Total Number of Clients Assisted Through the Coordinated Assessment System in Fiscal Year 2016 - 2017 _____
- c. Percentage of Clients Assisted Through the Coordinated Assessment System Who Exited Into Housing (a divided by b)
The standard target for FY16-17 is to establish a baseline.

Fiscal Year 2017-2018

- d. Number of Clients Exiting to Permanent Housing or Retaining Permanent Housing in Fiscal Year 2017 - 2018 _____
- e. Total Number of Clients Assisted Through the Coordinated Assessment System in Fiscal Year 2017 - 2018 _____
- f. Percentage of Clients Assisted Through the Coordinated Assessment System Who Exited Into Housing (d divided by e)
The standard target for FY17-18 is a 10% increase in number of clients who exited to or retained permanent housing over the FY16-17 baseline.

Fiscal Year 2018-2019

- g. Number of Clients Exiting to Permanent Housing or Retaining Permanent Housing in Fiscal Year 2017 - 2018 _____
- h. Total Number of Clients Assisted Through the Coordinated Assessment System in Fiscal Year 2017 - 2018 _____
- i. Percentage of Clients Assisted Through the Coordinated Assessment System Who Exited Into Housing (g divided by h)
The standard target for FY18-19 is a 15% increase in number of clients who exited to or retained permanent housing over the FY16-17 baseline.

**E-1.1 Increase the Number of New Intakes Assessed Through the Coordinated Assessment System
Fiscal Year 2016-2017**

- a. Number of New Intakes Assessed Through the Coordinated Assessment System in Fiscal Year 2016 - 2017 _____
- b. PIT Count Data for Fiscal Year 2016 - 2017 _____
- c. Percentage of New Intakes Assessed Through the Coordinated Assessment System (a divided by b)
The standard target for FY16-17 is to establish a baseline percentage change

Fiscal Year 2017-2018

- d. Number of New Intakes Assessed Through the Coordinated Assessment System in Fiscal Year 2017- 2018 _____
- e. PIT Count Data For Fiscal Year 2017 - 2018 _____
- f. Percentage of New Intakes Assessed Through the Coordinated Assessment System (d divided by e)
The standard target for FY17-18 is a 5% increase of number of new intakes assessed from FY16-17 baseline.

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Fiscal Year 2018-2019

g. Number of New Intakes Assessed Through the Coordinated Assessment System in Fiscal Year 2018 - 2019

h. PIT Count Data For Fiscal Year 2018 - 2019

i. Percentage of New Intakes Assessed Through the Coordinated Assessment System (g divided by h)

The standard target for FY18-19 is a 10% increase of number of new intakes assessed from FY16-17 baseline.

HOMELESS PREVENTION PERFORMANCE MEASURES – Section E-1.2

E-1.2.1 Increase the % of Households Who Remain Permanently Housed After Assistance

Fiscal Year 2016-2017

a. Number of Households in FY 2015-16 Who Remained Stably Housed 12 Months Following Last Assistance

b. Total Number of Households Served During Fiscal Year 2015-2016

c. Percentage of Households Remaining Stably Housed (a divided by b)

The standard target for FY16-17 is to establish a baseline of households who remained stably housed 12 months following last assistance.

Fiscal Year 2017-2018

d. Number of Households in FY 2016-17 Who Remained Stably Housed 12 Months Following Last Assistance

e. Total Number of Households Served During Fiscal Year 2016-2017

f. Percentage of Households Remaining Stably Housed (d divided by e)

The standard target for FY17-18 is to increase the FY16-17 baseline percentage of households who remained stably housed by 10%.

Fiscal Year 2018-2019

g. Number of Households in FY 2017-18 Who Remained Stably Housed 12 Months Following Last Assistance

h. Total Number of Households Served During Fiscal Year 2017-2018

i. Percentage of Households Remaining Stably Housed (g divided by h)

The standard target for FY18-19 is to increase the FY16-17 baseline percentage of households who remained stably housed by 20%.

E-1.2.2 Increase the % of Households Diverted From Shelters

Fiscal Year 2016-2017

a. Number of Households in FY 2016-17 Provided With Prevention Assistance

b. Total Number of Households Placed in Shelter Through Coordinated Intake in Fiscal Year 2016-2017

c. Percentage of Households Diverted From Shelters (a divided by b)

The standard target for FY16-17 is to establish a baseline of households who were diverted from shelters.

Fiscal Year 2017-2018

d. Number of Households in FY 2017-18 Provided With Prevention Assistance

e. Total Number of Households Placed in Shelter Through Coordinated Intake in Fiscal Year 2017-2018

f. Percentage of Households Diverted From Shelters (d divided by e)

The standard target for FY17-18 is to increase the FY16-17 baseline percentage of households who were diverted from shelters by 10%.

Fiscal Year 2018-2019

g. Number of Households in FY 2018-19 Provided With Prevention Assistance

h. Total Number of Households Placed in Shelter Through Coordinated Intake in Fiscal Year 2018-2019

i. Percentage of Households Diverted from Shelters (g divided by h)

The standard target for FY18-19 is to increase the FY16-17 baseline percentage of households who were diverted from shelters by 20%.

RAPID RE-HOUSING PERFORMANCE MEASURES – Section E-1.3

E-1.3.1 Decrease the Average Number of Days It Takes for Households to Obtain Permanent Housing

Fiscal Year 2016-2017

a. Sum of Days From Entry to Exit For All Households in Fiscal Year 2016-2017

b. Total Number of Households For Fiscal Year 2016-2017

c. Average Number of Days for Households to Obtain Permanent Housing- Baseline (a divided by b)

The standard target for FY16-17 is to establish a baseline average number of days for households to obtain permanent housing.

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Fiscal Year 2017-2018

d. Sum of Days From Entry to Exit for All Households in Fiscal Year 2017-2018

e. Total Number of Households for Fiscal Year 2017-2018

f. Average Number of Days for Households to Obtain Permanent Housing- Baseline (d divided by e)

The standard target for FY17-18 is to decrease the FY16-17 baseline percentage of average number of days to obtain permanent housing by 10%.

Fiscal Year 2018-2019

g. Sum of Days From Entry to Exit For All Households in Fiscal Year 2018-2019

h. Total Number of Households for Fiscal Year 2018-2019

i. Average Number of Days for Households to Obtain Permanent Housing- Baseline (g divided by h)

The standard target for FY18-19 is to decrease the FY16-17 baseline percentage of average number of days to obtain permanent housing by 20%.

E-1.3.2 Increase The % of Households Diverted From the Shelter Into Permanent Housing

Fiscal Year 2016-2017

a. Number of Households in FY 2016-17 Provided with Rapid Re-Housing Assistance

b. Total Number of Households in Shelter Through Coordinated Intake in Fiscal Year 2016-2017

c. Percentage of Households Diverted From Shelters Into Permanent Housing (a divided by b)

The standard target for FY16-17 is to establish a baseline of households who were diverted from shelters into permanent housing.

Fiscal Year 2017-2018

d. Number of Households in FY 2017-18 Provided With Rapid Re-Housing Assistance

e. Total Number of Households in Shelter Through Coordinated Intake In Fiscal Year 2017-2018

f. Percentage of Households Diverted From Shelters Into Permanent Housing (d divided by e)

The standard target for FY17-18 is to increase the FY16-17 baseline percentage of households diverted from shelters to permanent housing by 10%.

Fiscal Year 2018-2019

g. Number of Households in FY 2018-19 Provided With Rapid Re-Housing Assistance

h. Total Number of Households in Shelter Through Coordinated Intake In Fiscal Year 2018-2019

i. Percentage of Households Diverted From Shelters Into Permanent Housing (g divided by h)

The standard target for FY18-19 is to increase the FY16-17 baseline percentage of households diverted from shelters to permanent housing by 20%.

E-1.3.3 Increase the % of Households Who Remain Stably Housed After Assistance

Fiscal Year 2016-2017

a. Number of Households In FY 2015-16 Who Remained Stably Housed 12 Months Following Last Assistance

b. Total Number of Households Served During Fiscal Year 2015-2016

c. Percentage of Households Remaining Stably Housed (a divided by b)

The standard target for FY16-17 is to establish a baseline of households who remained stably housed 12 months following last assistance.

Fiscal Year 2017-2018

d. Number of Households in FY 2016-17 Who Remained Stably Housed 12 Months Following Last Assistance

e. Total Number of Households Served During Fiscal Year 2016-2017

f. Percentage of Households Remaining Stably Housed (d divided by e)

The standard target for FY17-18 is to increase the FY16-17 baseline percentage of households who remained stably housed by 10%.

Fiscal Year 2018-2019

g. Number of Households in FY 2017-18 Who Remained Stably Housed 12 Months Following Last Assistance

h. Total Number of Households Served During Fiscal Year 2017-2018

i. Percentage of Households Remaining Stably Housed (g divided by h)

The standard target for FY18-19 is to increase the FY16-17 baseline percentage of households who remained stably housed by 20%.

EXHIBIT F - METHOD OF PAYMENT

- F-1.** This Grant is a cost reimbursement grant funded by federal funds pursuant to program guidelines under the Emergency Solutions Grant, 24 CFR, Part 576 and 2 CFR, Part 200, Uniform Grant Guidance. The advance payment may be requested as described in
- F-2. Cost Reimbursement**
- F-2.1.** Costs associated with this grant are funded under the Emergency Solutions Grant and regulated by guidelines set forth in 2 CFR, Part 200, Uniform Grant Guidance.
- F-2.2.** Costs associated with carrying out services under this grant agreement will first be paid by the Grantee or Sub-grantee. The Grantee will submit invoices for eligible costs to the Department for reimbursement in accordance with the Department of Financial Services Reference Guide For State Expenditures which is incorporated by reference. A copy can be furnished upon request to the Grant Manager or located at the Florida Department of Financial Services website.
- F-2.3.** The Department shall reimburse the Grantee for allowable expenditures incurred pursuant to the terms of this grant agreement for a total dollar amount not to exceed **\$200,000.00**, subject to the availability of funds, and the Grantee's required match of one hundred percent (100%). This project is funded by an Emergency Solutions Grant for the homeless from the U.S. Department of Housing and Urban Development.
- F-2.4.** The Grantee must submit an itemized invoice by expenditure category (salaries, travel, expenses, etc.). Each Grantee is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Grantee is certifying that the detailed documentation to support each item on the itemized invoice is on file and is available for audit.
- F-2.5.** Supporting documentation 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. Check numbers may be provided in lieu of copies of actual checks. 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-2.5.1. Types of supporting documentation for cost reimbursement:**
- F-2.5.1.1. 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 times the rate of pay will be acceptable.
- F-2.5.1.2. Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- F-2.5.1.3. Other direct costs:** Reimbursement will be made based on paid invoices/receipts.
- F-2.6.** The Grantee shall request reimbursement on a monthly basis through a submission of a properly completed Invoice (**EXHIBIT F-1**), not later than fifteen (15) days following the end of the month for which reimbursement is being requested. Charges on the invoice must have supporting documentation attached. Payment shall be contingent upon receiving and accepting the invoice and all required reports and supporting documentation submitted to the Grant Manager.

F-2.7. Payment may be authorized only for allowable expenditures on the Invoice which are in accordance with the limits specified in the approved Budget, as submitted to the Department of Children and Families for the Emergency Solutions Grant Program.

F-2.8. If no services are due to be invoiced from the preceding month, the Grantee shall submit a written document to the Department indicating this information within fifteen (15) days following the end of the month.

F-3. Financial Consequences

F-3.1. This grant agreement shall have financial consequences related to failure of the Subrecipient to perform under the terms of the grant agreement and pursuant to section 287.058(1)(h) and 215.971(1)(c), F.S. The Subrecipient shall make payable to the Department the amount of the penalty within 30 days after being notified in writing by the Grant Manager. If the Subrecipient fails to reimburse the Department, the Department has the right to refuse to grant any new grant agreement or contract awarded through the Department for any services, until said reimbursement is received.

F-3.2. Should the Subrecipient fail to meet the criteria for the acceptance of deliverables specified in **EXHIBIT D, Section D-2**, the Department, after determining the absence of mitigating circumstances, shall impose a financial penalty not to exceed 2% of the amount that would otherwise be due to the Subrecipient for the period of non-compliance and deduct said amount from the invoice.

F-4. **Supporting Documentation Requirements.** Documentation of all expenses incurred under a cost reimbursement grant must accompany the properly completed invoice. In addition to the documentation as identified in **EXHIBIT C1**, documentation also includes, but is not limited to the following:

F-4.1. Professional Service Fees on a time/rate basis. The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate times the number of hours worked, must be stated. Supporting documentation must be included detailing the hours represented on the invoice. Such documentation should include timesheets or a time log and copies of canceled payroll checks or payroll register. The State's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

F-4.2. Postage and Reproduction Expenses. Purchases made from outside vendors must be supported by paid invoices or receipts. Purchases for all in-house postage (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documents.

F-4.3. Expenses. Receipts are required for all expenses incurred (e.g., office supplies, printing, long distance telephone calls, etc.)

F-4.4. Travel. For all travel expenses, a Department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with s. 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of DCF Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business. ESG funds may be used for travel when such travel is to HUD sponsored training.

F-4.5. Service Delivery Documentation. The Subrecipient must maintain records documenting the total number of clients and names (or unique identifiers) of clients to whom services were provided and the date(s) on which services were provided so that an audit trail documenting service provision is available. Any payment requested under the terms of this grant agreement may be withheld until the evaluation and reports due from the Subrecipient, and adjustments thereto have been received and approved by the Department.

- F-5. **Budget Changes.** The Subrecipient must submit to the Department a written request for budget changes and obtain written approval before a change is implemented. Such changes between categories may be allowed if the following conditions are met:
- F-5.1. There is no change in the scope or objectives of the grant agreement.
 - F-5.2. The changes do not increase or decrease the original dollar amount in the total budget.
 - F-5.3. There is another category in the budget from which funds can be shifted.
 - F-5.4. The changes do not involve establishing a new category or totally eliminating a category.
 - F-5.5. Budget changes which do not meet the above conditions will require a properly executed grant agreement amendment, signed by the Subrecipient and the Department on or before the effective date for implementation of the specified change.
- F-6. **Match Requirements.** Pursuant to Title 24, Part 576.51, Code of the Federal Regulations, a match of 100% is required on the part of the Subrecipient. The match requirement may be satisfied by an in-kind match subject to the following provisions:
- F-6.1. The value of materials used to improve/remodel, the fair market rental value of the space being utilized for the period and/or the lease expense paid by the organization or donated to the organization at fair market value. Volunteer services and donated professional services are to be valued at their actual fair market value within the community. For the purposes of the Emergency Solutions Grants Program, suitable match may be defined as any and all current or proposed Subrecipient expenditures on behalf of the homeless shelter, so long as they are not other Emergency Solutions Grant funds or funds being concurrently used as match for other grants and projects. 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. The match is to be dollar for dollar. Funds used for Emergency Shelter Grants match may not be concurrently utilized as match for other grants or funding sources. The Subrecipient's funds used to match previous Emergency Shelter Grants or Emergency Solutions Grants may not be used to match a subsequent Emergency Solutions Grant.
 - F-6.2. There must be specific documentation as to the amount and source of all matching contributions.
 - F-6.3. Matching funds must be provided after the date of the grant agreement is executed.
- F-7. This grant agreement is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with Rule 60A-1.032(1)(e), F.A.C.

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EXHIBIT F1 MONTHLY INVOICE

2016 Federal Emergency Solutions Grant Program – Prevention and Rapid Rehousing

Provider: Miami-Dade County Homeless Trust Address: 111 NW 1 st Street, 27 th Floor, Suite 310 Miami, Florida 33128 FEID: 59-6000573 Telephone: (305) 375-1490 Reporting Period: _____ through _____	ESG Contract # <u>KPZ41</u> Invoice #: _____ Department of Children and Family Count(ies) served: Miami-Dade County Grant Year: _____ OCA: _____
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<i>Line Items</i>	<i>Approved Budget</i>	<i>Amount this Invoice</i>	<i>Total Expenditures to Date</i>	<i>Budget Remaining</i>
RAPID RE-HOUSING (60303021209)				
Rental Assistance	\$	\$	\$	\$
Housing Relocation and Stabilization				
Financial Assistance Costs <i>(utility deposits, utility payments, security deposits, rental application fees, moving costs & last month's rent)</i>	\$	\$	\$	\$
Services Costs	\$	\$	\$	\$
HOMELESS PREVENTION (60303024209)				
Rental Assistance	\$	\$	\$	\$
Housing Relocation and Stabilization				
Financial Assistance Costs	\$	\$	\$	\$
Services Costs	\$	\$	\$	\$
HMIS (60303023209)				
Cost of contributing data to HMIS for Continuum of Care	\$	\$	\$	\$
HMIS Lead Agency Costs for hosting and maintaining system	\$	\$	\$	\$
ADMINISTRATIVE COSTS (60303022209)				
Lead Agency	\$	\$	\$	\$
Sub-provider(s)	\$	\$	\$	\$
Financial Consequences	\$	\$	\$	\$
GRAND TOTALS	\$	\$	\$	\$

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

Signature of Provider Agency Official	Title of Provider Agency Official
---------------------------------------	-----------------------------------

Note: The Department reserves the right to revise this template without amending the grant agreement.

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**EXHIBIT F2
MONTHLY PERFORMANCE AND MATCH REPORT
Homeless Prevention and Rapid Re-Housing Program**

PERFORMANCE REPORTING:

Contract Number: KPZ41

Miami-Dade County Homeless Trust
Provider

Reporting Month/Year: _____

Minimum number of households that MUST be served this month: _____ Actual number of households served this month: _____

Provider MUST complete the following table during the last service month of each fiscal year:

Length of program participation	# of households served (YTD)	# of individuals served (YTD)
0-3 months		
3-6 months		
6-12 months		

MATCH REPORTING:

Eligible Activity		Match \$ Budget	Match \$ Collected This month	Match \$ Collected Y-T-D
1.	Rapid Re-Housing	\$		
	A. Rental Assistance	\$	\$	\$
	B. Housing Relocation and Stabilization			
	i. Financial Assistance Costs	\$	\$	\$
	ii. Services Costs	\$	\$	\$
2.	Homeless Prevention			
	A. Rental Assistance	\$	\$	\$
	B. Housing Relocation and Stabilization			
	i. Financial Assistance Costs	\$	\$	\$
	ii. Services Costs	\$	\$	\$
3.	HMIS			
	A. HMIS Lead Agency Costs for hosting/maintaining system	\$	\$	\$
	B. Cost of contributing data to HMIS for CoC	\$	\$	\$
4.	Administrative Costs			
	A. Lead Agency	\$	\$	\$
	B. Sub-provider(s)	\$	\$	\$
	TOTAL BUDGET/MATCH COLLECTED	\$	\$	\$

Provider must attach a detailed list of the sources of the required match, including the breakdown by amount of cash match, and/or in-kind services and valuation of such in-kind match.

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

Provider: _____

Signature

Date

Note: The Department reserves the right to revise this template without amending the grant agreement.

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EXHIBIT F3- PROVIDER'S APPROVED BUDGET & NARRATIVE

Emergency Solutions Grant

Eligible Activity		Grant \$	Match \$	Match Source
2.	Rapid Re-Housing			Cash and In-Kind (non-cash) services including Rental Assistance and staff time paid for by Miami-Dade HT Food & Beverage program
	A. Rental Assistance	\$ 86,892.00	\$ 200,000.00	
	B. Housing Relocation and Stabilization			
	i. Financial Assistance Costs	\$ 78,500.00		
	ii. Services Costs	\$ 6,000.00		
3.	Homeless Prevention			
	A. Rental Assistance	\$ 0.00		
	B. Housing Relocation and Stabilization			
	i. Financial Assistance Costs	\$ 0.00		
	ii. Services Costs	\$ 18,608.00		
3.	HMIS			
	A. HMIS Lead Agency Cost for hosting and maintaining system	\$ 0.00		
	B. Sub-provider costs of contributing data to HMIS	\$ 0.00		
	C. Victim Services provider costs for comparable database	\$ 0.00		
4.	Administrative Costs [Cap 5%]			
	A. Lead Agency	\$		
	B. Sub-providers	\$ 10,000.00		
	TOTAL BUDGET	\$ 200,000.00	\$ 200,000.00	

Note: The Department reserves the right to revise this template without amending the grant agreement.

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BUDGET NARRATIVE

Rapid Re-Housing and Homeless Prevention:

A. Rental Assistance

Program will provide short and medium-term rental assistance, and rental arrears -- one-time payment for up to six months of rent in arrears (including any late fees).

B. Housing Relocation and Stabilization

Financial Assistance Costs: Program will provide financial assistance to eligible clients including utility deposits, utility payments and security deposits. Eligible costs also include rental application fees, moving costs and Last Month's Rent. All costs must be directly tied to an eligible client receiving assistance.

Services Costs: Program will provide Housing Search and Placement, Housing Stability Case Management services and Legal services to eligible clients (See 24 CFR § 576.105 for eligible legal subject matters and costs). Legal expenses include eligible legal costs, salaries and fringe benefits of program's attorneys, paralegals, and legal secretary, filing fees and other necessary court costs, not to exceed the approved budgeted amount. Other eligible costs also include housing inspections to ensure habitability, rent reasonableness surveys, mediation, and credit repair services.

Administrative Costs:

Eligible costs must be related to the planning and execution of ESG activities and include: salaries, wages, and related costs of the Subrecipient's staff, the staff of Sub-providers, or other staff engaged in program administration, preparing program budgets and schedules, developing systems for assuring compliance, HR/Accounting, monitoring program activities for progress and compliance with program requirements, data management; and 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 (See 24 CFR § 576.108 for a list of eligible administrative activities).

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ATTACHMENT 1

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

MONITORING

In addition to reviews of audits conducted in accordance with 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 \$500,000 (*\$750,000 for fiscal years beginning on or after December 26, 2014*) or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 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 \$500,000 (*\$750,000 for fiscal years beginning on or after December 26, 2014*) 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 in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

Email address: single.audit@myflfamilies.com

- C. Reporting packages for audits conducted in accordance with 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 April 2016, (CF-1120-1516)

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 501.171, 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.

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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

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- 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.

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: _____

Name of Authorized Individual Application or
Contractor: _____

Address of
Organization: _____

CF1123 (CF-1123-1516)
Effective July 2015

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