

# MEMORANDUM

Agenda Item No. 10(A)(1)

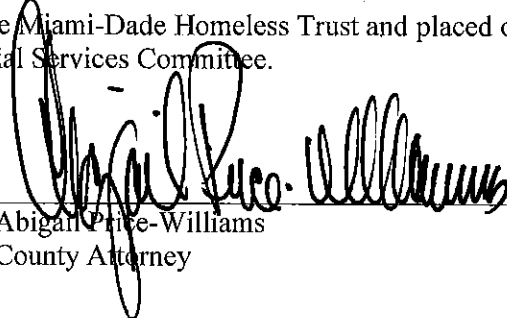
**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** July 18, 2017

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution authorizing the County Mayor to receive and expend Unified Homeless Contract funds from the Florida Department of Children and Families in a total amount not to exceed \$1,086,999.99 for Fiscal Years between 2016-2019; ratifying the County Mayor's action in executing the Unified Homeless Contract with the Florida Department of Children and Families and advertising a Request for Applications to award funds; authorizing the County Mayor to (1) award such funds to selected not-for-profit providers, (2) award State Housing Initiatives Partnership funds in an amount not to exceed \$300,000.00 and Food and Beverage matching funds in an amount not to exceed \$300,000.00 cumulatively to the entitlement jurisdictions of the City of Miami Gardens, City of Hialeah and the City of North Miami, and (3) award Food and Beverage Tax funds in an amount not to exceed \$400,000.00 cumulatively to the Camillus House and the Advocate Program to provide support services to homeless households receiving Section 8 Housing Choice Vouchers from Miami-Dade Public Housing and Community Development as part of a Homeless Preference, and (4) execute necessary agreements with such parties and exercise amendment, modification, renewal and termination clauses contained therein; and waiving Resolution No. R-130-06

The accompanying resolution was prepared by the Miami-Dade Homeless Trust and placed on the agenda at the request of Prime Sponsor Housing and Social Services Committee.

  
Abigail Price-Williams  
County Attorney

APW/smm

# Memorandum



**Date:** July 18, 2017

**To:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Resolution Authorizing Receipt and Expenditure of Fiscal Years 2016-2019  
Florida Department of Children and Families' Unified Homeless Contract Grant  
Funds and Execution of Sub-Grant Agreements and Memoranda of  
Understanding

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution to:

1. Authorize the County Mayor or the County Mayor's designee to Receive and Expend Staffing Grant Funds from the Florida Department of Children and Families (DCF) as part of a Unified Homeless Contract, which incorporates Staffing Grants funds (\$299,999.99), Emergency Solutions Grant (ESG) funds (\$400,000.00), Challenge Grant funds (\$317,000.00), and Temporary Assistance for Needy Families (TANF) grant funds (\$70,000.00) in an amount totaling approximately \$1,086, 999.99 for Fiscal Years (FY) between 2016-2019. It is also recommended that the Board authorize the County Mayor or the County Mayor's designee to receive and expend additional funds should they become available under the programs for the purposes described herein. It is further recommended that the Board ratify the County Mayor or the County Mayor's designee action in executing the Homeless Unified Contract with DCF for FY 2016-2019.
2. Ratify the County Mayor or the County Mayor's designee's action in advertising a Request for Applications (RFA) to award and approve the selection of not-for-profit service providers for the Challenge Grant funds, TANF grants funds, State Housing Initiatives Partnership (SHIP) Entitlement Jurisdiction funds in the amount of \$300,000.00, and Food and Beverage Tax Funds, which will be used to match the SHIP funds, in an amount up to \$300,000.00 for two years through FY 2019,
3. Authorize the County Mayor or the County Mayor's designee to select and award the funds more fully described in paragraph 2 to selected service providers and entitlement jurisdictions.
4. Authorize the County Mayor or the County Mayor's designee to execute contracts with each service provider, subject to the approval by the County Attorney's Office, and to exercise amendments, modifications, cancellation, and termination clauses contained in the contracts with the service providers.
5. Waive Resolution No, R-130-06, which requires that all contracts with non-County parties be fully negotiated and executed by such non-County party prior to approval by

the Board, because the Homeless Trust is still in the process of selecting the service providers to receive the funds identified in paragraph 2. Additionally, in accordance with the Unified Homeless Contract Challenge Grant funds will be paid in 11 equal installments (service units) beginning August 1, 2017 for FY 2017-2018, and 12 equal installments beginning July 1, 2018 for FY 2018-2019. Staffing Grant funds will be paid in 12 equal installments (service) units beginning July 1, 2017 and July 1, 2018. ESG and TANF Grants funds are reimbursement-based for allowable costs, and not broken into service units. Accordingly, because of the timeframe for the Homeless Trust's receipt of the grant funds from DCF and the need to spend such funds, any additional approvals from the Board of the contracts with the service providers would delay the Homeless Trust in timely expending the grant funds.

6. Authorize the County Mayor or the County Mayor's designee to enter into Memoranda of Understanding with the City of Miami Gardens, City of Hialeah, and City of North Miami in an amount not to exceed \$600,000.00 for FY 2017-2019, of which \$300,000.00 is from FY 2017-2019 SHIP funding and \$300,000.00 is from FY 2017-2019 Food and Beverage Tax revenues. In accordance with the RFA the SHIP funds provided by Miami-Dade Public Housing and Community Development (PHCD), and the entitlement jurisdictions will be aggregated to create funding opportunities to provide assistance for security and utility deposit assistance, eviction prevention not to exceed six months' rent, and/or rent subsidies for up to 12 months. The PHCD will assist in the administration of the County's portion of the SHIP funds. It is further recommended that the Board authorize the County Mayor or the County Mayor's designee to exercise amendments, modifications, cancellation, and termination clauses contained in such memoranda of understanding with such entitlement jurisdictions.
7. Authorize the County Mayor or the County Mayor's designee to expend and award Food and Beverage Tax funds in a total amount not to exceed \$400,000.00 for FY 2017-2019 to Camillus House and The Advocate Program, which were awarded contracts in accordance with Resolution No. R-1076-16, to provide support services to homeless households receiving Housing Choice Vouchers from PHCD as part of a homeless preference.

### **Scope**

The Unified Homeless Contract for homeless activities is provided under the Staffing Grant contract, and includes housing and services provided through the Challenge, ESG and TANF grants, as the Florida Department of Children and Families is moving to a three-year, rather than a yearly, grant cycle. Grant funds will be administered by the Miami-Dade County Homeless Trust (Trust), and housing and services will be provided countywide through non-profit sub-grantees, pursuant to program guidelines and applicable regulations. The SHIP funds will be administered by PHCD, as well as the cities of Hialeah, Miami Gardens and North Miami in their own jurisdictions. Services funded by Food and Beverage tax funds will be available on a countywide basis.

**Fiscal Impact/Funding Source**

The Florida Department of Children and Families will reimburse the Trust for allowable expenditures incurred, pursuant to the terms of the Unified Homeless Contract provided under the Staffing Grant contract, which will include housing and services provided through the Challenge, ESG and TANF grants for a total amount not to exceed \$1,086,999.99 for fiscal years between 2016-2019.

The County will provide SHIP funds in the total amount of \$300,000.00 and each of the entitlement jurisdictions, which includes the cities of Hialeah, Miami Gardens and North Miami, will also contribute their SHIP funds for the purposes stated herein. Each entitlement jurisdiction will be responsible for administering their respective SHIP funds. Additionally, the County will utilize budgeted Food and Beverage in the amount of \$300,000.00 for FY 2017-2019 as match funds.

Support services for homeless veterans and other homeless households are generated from Food and Beverage tax funds in an amount not to exceed \$400,000.00, for FY 2017-2019.

**Track Record/Monitor**

The Homeless Trust's Executive Director, Victoria Mallette, will be responsible for overseeing the grants awarded to not-for-profit services providers for the Unified Homeless Contract, including Staffing, ESG, Challenge Grant, and TANF, as well as support services for homeless veterans and other homeless households, and Food and Beverage tax matching funds for SHIP entitlement jurisdictions. The cities of Hialeah, Miami Gardens and North Miami, and PHCD, will oversee the administration of SHIP funds for their respective jurisdictions.

**Background**

**Unified Homeless Contract**

The DCF is moving to a three-year grant cycle, rather than a yearly grant cycle, for grants related to homeless activities. The Unified Homeless Contract is under the umbrella of the Staffing Grant contract, previously approved by the Board of County Commissioners through Resolution No. R-259-17. The Unified Homeless Contract will also include funding awarded to Miami-Dade County, through the Trust, including ESG, Challenge and TANF grant funds. Receipt of a prior ESG award was previously approved for FY 2016-2019 by the Board of County Commissioners through Resolution No. R-1076-16. Challenge and TANF Grants are subject to a competitive solicitation for FY 2017-2019, which was issued by the Homeless Trust this year, subject to ratification by the Board, as provided for in this item. .

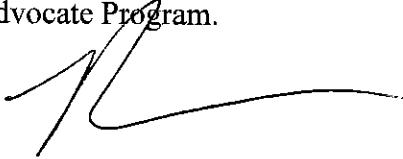
The DCF allocates Staffing Grant funds, either directly or through managing entities, to fund the State's 28 local homeless Continuum of Care (CoC) activities. The DCF automatically awards Staffing Grant funds without the need to apply for such funds to assist in the development and implementation of the local plan to end homelessness, and to assist the community by planning, networking, coordinating and monitoring the delivery of housing and services to persons who are homeless or about to become homeless. The Staffing Grant

is intended to supplement the cost of staffing expenses for CoC activities. Funds provide training and technical assistance to stakeholders on the Homeless Management Information System, which contains client-level information on the characteristics and service needs of homeless persons; training and/or technical assistance to providers on invoicing, inputting performance data and contract reporting; education and outreach activities to ensure homeless persons are aware of the services available; and continuum-wide planning, including preparation for the annual homeless census, also known as the Point-In-Time Count, and the updating of the Housing Inventory Chart. The ESG funds are used for homeless prevention and rapid rehousing (short- to medium-term rental assistance) for homeless individuals and families. Challenge grant funds are used for rapid rehousing and TANF grant funds are used for rental assistance for households at risk of becoming homeless.

SHIP and Support Services for Veteran and other Homeless Households

The Homeless Trust has worked with SHIP entitlement jurisdictions, including the cities of Hialeah, Miami Gardens and North Miami, as well as with PHCD, and together with matching funds from the Food and Beverage Tax, have used these resources to provide homeless prevention and rapid rehousing funds for homeless individuals and families. The Homeless Trust has issued an RFA to select the sub-recipients of the SHIP awards on behalf of all participating jurisdictions, including \$300,000.00 in Food and Beverage matching funds, for a total amount not to exceed \$600,000.00. Following the selection of sub-recipients, the Trust will enter into Memoranda of Understanding with the individual entitlement jurisdictions who will oversee the administration of SHIP funds for their respective jurisdictions.

The Trust has also previously selected through an RFA, not-for-profit service providers Camillus House and The Advocate Program, to be awarded Food and Beverage tax funds to be used to fund support services for veterans and/or other homeless households referred by the Trust under PHCD's Section 8 Housing Choice Voucher homeless preference. The Board approved funding in the amount of \$300,000.00 for FY 2016 through the adoption of Resolution No. R-1076-16, but the RFA allows for funding for up to three years through FY 2019. Also, additional Food and Beverage Tax funds in a total amount not to exceed \$400,000.00 for FY 2017-2019 will be used to fund the contracts with Camillus House and The Advocate Program.



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Russell Benford, Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** July 18, 2017

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 10(A)(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  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 10(A)(1)  
7-18-17

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND UNIFIED HOMELESS CONTRACT FUNDS FROM THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES IN A TOTAL AMOUNT NOT TO EXCEED \$1,086,999.99 FOR FISCAL YEARS BETWEEN 2016-2019; RATIFYING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE'S ACTION IN EXECUTING THE UNIFIED HOMELESS CONTRACT WITH THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES AND ADVERTISING A REQUEST FOR APPLICATIONS TO AWARD FUNDS; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO (1) AWARD SUCH FUNDS TO SELECTED NOT-FOR-PROFIT PROVIDERS, (2) AWARD STATE HOUSING INITIATIVES PARTNERSHIP FUNDS IN AN AMOUNT NOT TO EXCEED \$300,000.00 AND FOOD AND BEVERAGE MATCHING FUNDS IN AN AMOUNT NOT TO EXCEED \$300,000.00 CUMULATIVELY TO THE ENTITLEMENT JURISDICTIONS OF THE CITY OF MIAMI GARDENS, CITY OF HIALEAH AND THE CITY OF NORTH MIAMI, AND (3) AWARD FOOD AND BEVERAGE TAX FUNDS IN AN AMOUNT NOT TO EXCEED \$400,000.00 CUMULATIVELY TO THE CAMILLUS HOUSE AND THE ADVOCATE PROGRAM TO PROVIDE SUPPORT SERVICES TO HOMELESS HOUSEHOLDS RECEIVING SECTION 8 HOUSING CHOICE VOUCHERS FROM MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT AS PART OF A HOMELESS PREFERENCE, AND (4) EXECUTE NECESSARY AGREEMENTS WITH SUCH PARTIES AND EXERCISE AMENDMENT, MODIFICATION, RENEWAL AND TERMINATION CLAUSES CONTAINED THEREIN; AND WAIVING RESOLUTION NO. R-130-06

**WHEREAS**, the Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

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

**Section 1.** This Board incorporates and approves the foregoing recital as if fully set forth herein.

**Section 2.** This Board authorizes the County Mayor or the County Mayor's designee to Receive and Expend Staffing Grant Funds from the Florida Department of Children and Families (DCF) as part of a Unified Homeless Contract, which incorporates Staffing Grants funds (\$299,999.99), Emergency Solutions Grant (ESG) funds (\$400,000.00), Challenge Grant funds (\$317,000.00), and Temporary Assistance for Needy Families (TANF) grant funds (\$70,000.00), in an amount totaling approximately \$1,086,999.99 for Fiscal Years (FY) between 2016-2019. This Board further authorizes the County Mayor or the County Mayor's designee to receive and expend additional funds should they become available under the programs for the purposes described herein. This Board also ratifies the County Mayor or the County Mayor's designee's action in executing the Homeless Unified Contract with DCF for FY 2016-2019, in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

**Section 3.** This Board ratifies the County Mayor or the County Mayor's designee's action in advertising a Request for Applications (RFA), which is attached hereto as Exhibit B and incorporated herein by reference, to award and approve the selection of not-for-profit service providers for Challenge Grant funds, TANF as well as State Housing Initiatives Partnership (SHIP) Entitlement Jurisdiction funds in the amount of \$300,000.00, and Food and Beverage Tax Funds, which will be used to match the SHIP funds, in an amount up to \$300,000.00 for two years through FY 2019. This Board further authorizes the County Mayor or the County Mayor's designee to select and award such funds to the selected service providers and entitlement jurisdictions.

**Section 4.** This Board authorizes the County Mayor or the County Mayor's designee to execute contracts with each service provider, subject to the approval by the County Attorney's Office, and to exercise amendments, modifications, cancellation, and termination clauses contained in the contracts with the service providers.

**Section 5.** This Board waives Resolution No, R-130-06, which requires that all contracts with non-County parties be fully negotiated and executed by such non-County party prior to approval by this Board for the reasons stated in the accompanying County Mayor's memorandum.

**Section 6.** This Board authorizes the County Mayor or the County Mayor's designee to enter into Memoranda of Understanding with the City of Miami Gardens, City of Hialeah, and City of North Miami in an amount not to exceed \$600,000.00, inclusive of \$300,000.00 in FY 2017-2019 SHIP funds and \$300,000.00 in FY 2017-2019 Food and Beverage matching funds, subject to the approval by the County Attorney's Office, and to exercise amendments, modifications, cancellation, and termination clauses contained in the contracts with such entitlement jurisdictions.

**Section 7.** This Board authorizes the County Mayor or the County Mayor's designee to expend and award Food and Beverage Tax funds in a total amount not to exceed \$400,000.00 for FY 2017-2019 to Camillus House and The Advocate Program, which were awarded contracts in accordance with Resolution No. R-1076-16, to provide support services to homeless households receiving Housing Choice Vouchers from Miami-Dade Public Housing and Community Development Department part of a homeless preference.

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:

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

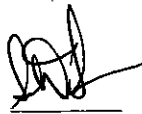
The Chairperson thereupon declared the resolution duly passed and adopted this 18<sup>th</sup> day of July, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an 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

**THIS AMENDMENT**, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Department" and **Miami-Dade County Homeless Trust**, hereinafter referred to as the "Provider," amends **Contract #KP004**.

Amendment #0001 revised the Task List, Deliverables, Financial Consequences, and Performance Measures as required by the Office on Homelessness.

The purpose of this Amendment #0002 is to amend and incorporate Contract #KP004 under the Unified Homeless Contract, which consolidates all homelessness related service under one contractual agreement. This amendment adds **\$787,000.00** in additional funds for homelessness related services under the Emergency Solutions Grant (ESG), the Temporary Assistance for Needy Families Grant (TANF) and the Challenge Grant.

1. The Department is amending the existing contract to incorporate the revised Attachments 1-3, and any exhibits referenced in said attachments, as follows:
  - 1.1. **Pages 1-17, CF Standard Integrated Contract 2016**, are hereby deleted in their entirety and **Pages 1-17, CF Standard Integrated Contract 2016**, are inserted in lieu thereof and attached hereto.
  - 1.2. The replacement of page 17 of CF Standard Integrated Contract 2016 does not affect the original execution of this Contract.
  - 1.3. **Pages 18-32, CF Standard Integrated Contract 2016, EXHIBITS A-F**, are hereby deleted in their entirety and **Pages 18-69, CF Standard Integrated Contract 2016, EXHIBITS A-F**, are inserted in lieu thereof and attached hereto.
  - 1.4. **Pages 33-39, CF Standard Integrated Contract 2016, ATTACHMENTS 1-2**, are hereby deleted in their entirety and **Pages 70-76, CF Standard Integrated Contract 2016, ATTACHMENTS 1-3**, are inserted in lieu thereof and attached hereto.
2. Contract #KP004 is restated in its entirety as amended above, in the attached.

This amendment shall begin on **June 30, 2017** or the date on which the amendment has been signed by both Parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract. **IN WITNESS THEREOF**, the parties hereto have caused this **seventy-seven (77)** page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: MIAMI-DADE COUNTY HOMELESS TRUST

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED BY: 

*Russell Benford*

SIGNED BY: 

NAME: Carlos Gimenez

NAME: Bronwyn Stanford

TITLE: County Mayor

TITLE: Regional Managing Director

DATE: 6/5/17

DATE: 6/13/17

FEDERAL EID # (or SSN): 59-6000573

Contract No. KP004  
CFDA No. 14.231  
CSFA No. 60.027

Client Services	<input checked="" type="checkbox"/>	Non-Client	<input checked="" type="checkbox"/>
Subrecipient	<input checked="" type="checkbox"/>	Vendor	<input type="checkbox"/>
Federal Funds	<input checked="" type="checkbox"/>	State Funds	<input checked="" type="checkbox"/>

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 **facilitating the development of the local homeless continuum of care plan and further assisting the local community by planning, networking, coordinating, and monitoring the delivery of services to persons who are homeless or about to be homeless within Miami-Dade County. This contract is intended, through the General Appropriation Act 2016-2017, #363, to supplement the cost of staffing expenses for coalition activities; and to administer services under the Emergency Solutions Grant (ESG), Temporary Assistance for Needy Families Grant (TANF), and Challenge Grant, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$1,086,999.99.**

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: VMallette@miamidade.gov

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: 401 N.W. 2nd Avenue, 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 **July 1, 2016** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **July 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-3.

**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 CF Standard

Section 6.1. constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2.3. 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@myflfamilies.com](mailto:IG.Complaints@myflfamilies.com). The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. 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 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 3. 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 5<sup>th</sup> business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's 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.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

9.3.6. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

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

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

#### 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 76 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: 06/30.

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## EXHIBIT A – SPECIAL PROVISIONS

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

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

#### **A-1.1. Unified Homeless Contract**

The intent of this Unified Homeless Contract is to consolidate all homelessness related service under one contractual agreement. In addition to services funded thorough annual legislative appropriations, this Contract will also include services that are awarded competitively. Solicitations and correspondence received in response, including grant applications and subsequent contracts, are hereby incorporated by reference, as follows:

**A-1.1.1.** Department of Children and Families assigned Contract # KPZ45, awarded via Challenge Grant Solicitation LPZ22 and Provider's Application in response, received 08/08/2016.

**A-1.1.2.** Department of Children and Families assigned Contract #KPZ41, awarded via Emergency Solutions Grant (ESG) Solicitation LPZ19 and Provider's Application in response, received 06/03/2016.

**A-1.1.3.** Department of Children and Families assigned Contract #KPZ43, awarded via Homeless Prevention-Temporary Assistance for Needy Families (TANF) Solicitation LPZ21 and Provider's Application in response, received 06/30/2016.

#### **A-1.1.4. Unified Homeless Contract**

In addition to the elements specified in **Section 1.4**, this Contract contains **EXHIBITS A1, C1, C2, C3, C4, C5, F1, F2, F3, and F4**.

#### **A-1.2. Program Specific Terms**

**A-1.2.1.** See **EXHIBIT A-1** for programmatic definitions.

**A-1.2.2.** Additional Definitions

**A-1.2.3. Sub-provider(s)** – For the purposes of this contract, Sub-provider(s) are local non-profit agencies located within **Miami-Dade County** that provide various types of services to the homeless population under the Lead Agency.

**A-1.2.4. Sub-grantee(s) or Sub-awardee(s) or Subcontractor(s)**– For the purposes of this contract, Sub-grantee(s) or Sub-awardees or Subcontractor(s) are local non-profit agencies that have received a sub-award to carry-out services under a federal award that the Department of Children and Families has received under the Emergency Solutions Grant (ESG). The provision of services under this sub-award carries the same requirements and program compliance the Department is responsible for under its federal grant award.

**A-1.2.5. 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-1.2.6. Local Homeless Coalition** – For the purposes of this contract, reference to the agency carrying out functions related to duties as a homeless coalition described in **EXHIBIT B-SCOPE OF WORK** or as designated under the local continuum of care plan for the provision of services to the homeless in the continuum.

- A-1.2.7. 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-1.2.8. 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-1.2.9. 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-1.2.10. Advance Payment** – is a payment that an agency makes by any appropriate payment mechanism, including a predetermined payment schedule, before the entity disburses the funds for program purposes.
- A-1.2.11. 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. STATEMENT OF WORK**

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

## **A-3. PAYMENT, INVOICE AND RELATED TERMS**

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

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

### **A-4.1. Coordination of Contracted Services**

- A-4.1.1.** In addition to the provision of **Section 4.16.** hereof, the Provider shall utilize the coordinated system of care as a means of ensuring systemic referral coordination, planning and needs assessment, data collection, resource sharing, service tracking for persons served under this Contract.
- A-4.1.2.** The provider shall enter all persons served under this grant funding into the Homeless Management Information System (HMIS). If the provider is not the service coordinator for HMIS, they will ensure all data related to persons served are entered utilizing the coordinated entry through HMIS.
- A-4.1.3** If the provider is not the HMIS service coordinator, they will ensure all subcontractors of service are utilizing the coordinated entry system for all persons served under this contract.

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

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

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

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

**A-7. OTHER TERMS**

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

**A-8. FEDERAL FUNDS APPLICABILITY**

The Provider and its Subcontractor(s) shall comply with all applicable federal laws, rules and regulations as amended from time to time, that affect the subject areas of the Contract.

**A-9. CLIENT SERVICES APPLICABILITY**

The Provider and its Subcontractor(s) shall comply with all applicable terms related to the provision of services under this contract to clients served as identified in **Section B-4** and **B-5**, and any applicable designations incorporated by reference.

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## **EXHIBIT A1 – PROGRAMMATIC STATE AND FEDERAL LAWS, RULES AND REGULATIONS**

The provider and its subcontractors shall comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include, but are not limited to the following:

### **A1-1. Federal Authority**

#### **A1-1.1. Emergency Solutions Grant (ESG) Regarding Provision of Services for Homeless Persons**

24 CFR, Part 576

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr576\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr576_main_02.tpl)

#### **A1-1.2. Temporary Assistance for Needy Families (TANF)**

45 CFR, Part 260

[http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title45/45cfr260\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title45/45cfr260_main_02.tpl)

### **A1-2. Florida Statutes**

#### **A1-2.1. Homeless Grants-in-Aid**

s. 414.161, F.S.	Homeless Prevention Grants
s. 420.622, F.S.	Office on Homelessness
s. 420.623, F.S.	Local Coalitions for the Homeless
s. 420.625, F.S.	Office on Homelessness Grants-in-Aid

### **A1-3. Standards Applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements**

s.215.97, F.S.	Florida Single Audit Act
s.215.971, F.S.	Agreements funded with federal or state assistance
2 CFR, Part 200	Uniform Administrative Requirements for Federal Awards available at <a href="http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl">http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl</a>
45 CFR, Part 263	Expenditures of State and Federal TANF Funds <a href="https://www.gpo.gov/fdsys/pkg/CFR-2000-title45-vol2/pdf/CFR-2000-title45-vol2-part263.pdf">https://www.gpo.gov/fdsys/pkg/CFR-2000-title45-vol2/pdf/CFR-2000-title45-vol2-part263.pdf</a>
Contract Expenditures	Reference Guide For State Expenditures <a href="http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf">http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf</a>

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## EXHIBIT B – SCOPE OF WORK

### **B-1. SCOPE OF SERVICE**

Pursuant to s. 420.623 and 420.624, F.S., the Provider shall serve as the designated local homeless coalition for the continuum of care service area in **Miami-Dade County** as specified in **Section B-2.1**. As the designated homeless coalition, the Provider shall:

- B-1.1.** Work within local framework of the continuum of care network to plan, network, coordinate, and monitor the delivery of services to the homeless. In addition, coalitions shall develop or assist in the development of the local homeless continuum of care plan as well as serve as the lead agency, unless otherwise stipulated in the plan or with an agreed upon agency;

**This section is ☒ Applicable ☐ Not Applicable**

- B-1.2.** Pursuant to s. 420.622(4), F.S., provide the housing, program and service needs included in the local homeless assistance continuum of care plan, as specified in the Provider's Challenge Grant Application;

**This section is ☒ Applicable ☐ Not Applicable**

- B-1.3.** Pursuant to U.S. Department of Housing and Urban Development Interim Regulations published December 5, 2011, as amended, and 24 CFR Part 576, provide allowable ESG services as specified in the Provider's ESG Application; and

**This section is ☒ Applicable ☐ Not Applicable**

- B-1.4.** Pursuant to s. 414.161, F.S., and 45 CFR, Part 260, provide TANF emergency financial assistance to families with minor children facing the loss of their current home due to a financial or other crisis, as specified in the Provider's TANF Application.

**This section is ☒ Applicable ☐ Not Applicable**

### **B-2. MAJOR CONTRACT GOALS**

#### **B-2.1. Local Homeless Coalition Staffing**

Pursuant to s. 420.623, F.S., the objective of the Coalition Staffing Grant is to improve the overall quality of life for homeless individuals and/or families through coordination with community agencies to provide quality services and programs including both facilities (i.e. homeless shelters, transitional housing, etc.) as well as prevention and re-housing initiatives (i.e. rental and financial assistance programs) or outreach activities including the Department's competitively awarded Challenge Grant, Emergency Solutions Grant (ESG) and Temporary Assistance for Needy Families (TANF) Grants. These services will provide the homeless population the assistance needed to gain self-sufficiency and make suitable living conditions available.

#### **B-2.2. Challenge Grant**

The objective of the Challenge Grant is to provide the housing, program and service needs included in the local homeless assistance continuum of care plan. Funding shall be allocated to programs consistent with local continuum of care plans.

#### **B-2.3. Emergency Solutions Grant (ESG)**

The objective of ESG is to provide emergency shelter to homeless persons; engage persons living on the street through street outreach activities; provide homeless prevention to enable those in danger of losing their housing to remain stably housed; and to provide re-housing services to help those who are homeless become stably housed.

**B-2.4. Temporary Assistance for Needy Families (TANF)**

The objective of the TANF Program is to provide emergency financial assistance to families experiencing a financial or other crisis through the payment of past due rent, mortgage or utility bills, to enable them to remain stably housed and for the provision of case management services.

**B-3. SERVICE AREA, LOCATIONS, TIMES**

**B-3.1. Service Area**

Services under this contract shall occur within **Miami-Dade County**.

**B-3.2. Service Locations and Times**

**B-3.2.1. Coalition Staffing Agency location:**

111 NW 1<sup>st</sup> Street, 27<sup>th</sup> Floor, Ste. 310

Miami, Florida 33128

**B-3.2.1.2. Challenge Grant Providers or Subcontractor(s) are:**

Citrus Health Network, Inc.

**B-3.2.1.3. ESG Provider or Subcontractor(s) are:**

Citrus Health Network, Inc.

Legal Services of Greater Miami, Inc.

**B-3.2.1.4 TANF Provider or Subcontractor(s) are:**

Citrus Health Network, Inc.

**B-3.4.** The Provider shall deliver services at the indicated program site in a manner consistent with applicable program requirements.

**B-3.5.** Services for homeless prevention and re-housing assistance programs shall be provided during 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 services.

**B-3.6.** Services shall be provided, at a minimum, for emergency shelters 24-hours a day, 7 days a week, including holidays.

**B-3.7.** Any change in service time shall not require an amendment to this contract, but will require a written request from the Provider and an approval from the Department prior to the time change.

**B-3.8.** Changes in service locations shall not require an amendment to this grant, but will require a written provider request and approval from the Department prior to the change in location.

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

**B-4.1. Coalition Staffing Grant**

The Coalition Staffing Grant will not serve clients directly under this contract, but will rather support the coordination of activities and efforts to improve the lives of the local homeless population and those individuals and families at risk of becoming homeless, pursuant to s. 420.623, F.S.

**B-4.2. Challenge Grant**

The Provider must serve clients in a manner consistent with local continuum of care plans and the Provider's response to Solicitation #LPZ22:

**B-4.2.1. Homeless Persons** – As defined in § 420.621(5), F.S., applies to an individual, or "individual experiencing homelessness" means an individual who lacks a fixed, regular and adequate nighttime residence and includes an individual who:

- B-4.2.1.1.** Is sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
- B-4.2.1.2.** Is living in a motel, hotel, travel trailer park, or camping ground due to a lack of alternative adequate accommodations;
- B-4.2.1.3.** Is living in an emergency or transitional shelter;
- B-4.2.1.4.** Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
- B-4.2.1.5.** Is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or
- B-4.2.1.6.** Is a migratory individual who qualifies as homeless because he or she is living in circumstances described in **Sections B-4.2.1.1.- B-4.2.1.5.**

#### **B-4.3 ESG**

Applicable definitions related to eligible individuals/families who are homeless or at risk of homelessness that is consistent with the definitions below and those found at:

[https://www.hudexchange.info/resources/documents/HomelessDefEligibility%20 SHP\\_SPC\\_ESG.pdf](https://www.hudexchange.info/resources/documents/HomelessDefEligibility%20SHP_SPC_ESG.pdf)

##### **B-4.3.1. Emergency Shelter Facilities:**

Emergency Shelters shall serve individuals and families who meet the criteria under the "homeless definition" in s. 576.2, CFR, and are literally homeless, at imminent risk of becoming homeless, and fleeing/attempting to flee domestic violence victims.

##### **B-4.3.2. Homeless Prevention:**

Homeless Prevention shall serve 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 s. 576.2, CFR, and have an annual income below thirty (30%) percent of median family income for the area, as determined by HUD.

##### **B-4.3.3. Rapid Re-Housing:**

Rapid Re-Housing serves individuals or families who meet the criteria under paragraph (1) of the "homeless" definition in s. 576.2, CFR, 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.

##### **B-4.3.4. Outreach:**

Street Outreach must serve unsheltered homeless individuals and families who meet the criteria under paragraph (1)(i) of the "homeless" definition under s. 576.2, CFR, and are living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelters.

#### **B-4.4. TANF Grant**

Applicable definition related to eligible clients are below and those found at:

<http://m.flsenate.gov/Statutes/414.0252>

Applicants eligible to receive services under this grant must:

- B-4.4.1.** Reside in Florida;

- B-4.4.2.** Have at least one household member, that may include a minor child, who is a United States citizen, lawful permanent resident or lawful qualified alien;
- B-4.4.3.** Have at least one minor child, who is not married or divorced, residing in the household full-time;
- B-4.4.4.** Be a parent or relative caregiver of the child residing in the household;
- B-4.4.5.** Have a household monthly income of less than 200% of the federal poverty level as published annually by the U.S. Department of Health and Human Services; and
- B-4.4.6.** Applicants who do not meet the criteria for qualified alien may be provided services if a child or other family household member is a U.S. citizen or qualified alien, the Provider shall contact the Department's regional Contract Manager for assistance in determining eligibility.
- B-4.4.7.** A qualified alien under TANF and 8 U.S.C. 1641 refers to:
  - B-4.4.7.1.** Legal permanent residents;
  - B-4.4.7.2.** Asylees;
  - B-4.4.7.3.** Refugees;
  - B-4.4.7.4.** Aliens paroled into the U.S. for at least one year;
  - B-4.4.7.5.** Aliens whose deportations are being withheld;
  - B-4.4.7.6.** Aliens granted conditional entry prior to April 1, 1980;
  - B-4.4.7.7.** Battered alien spouses, battered alien children, the alien parents of battered children and alien children of battered parents who fit certain criteria;
  - B-4.4.7.8.** Cuban/Haitian entrants; and
  - B-4.4.7.9.** Victims of trafficking.

**B-5. CLIENT ELIGIBILITY**

- B-5.1.** Challenge Grant client eligibility shall be determined by the Provider of services under this contract and must be consistent with serving homeless persons or those at risk of becoming homeless as identified in **Section B-4.2.**
- B-5.2.** ESG client eligibility shall be determined by the Provider in accordance with 24 CFR Part 576 as amended; the guidelines outlined in the provider's written standards as approved by the Department prior to execution of this Contract as incorporated by reference herein, and by the criteria for defining homeless under the Homeless Definition established by HUD as identified in **Section B-4.3.**
- B-5.3.** TANF eligibility shall be determined by the Provider of services under this contract and must be consistent with serving families with minor children as identified in **Section B-4.4.**

**B-6. CLIENT DETERMINATION**

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

**B-7. EQUIPMENT**

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

**B-8. CONTRACT LIMITS**

No additional contract limits.

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## **EXHIBIT C – TASK LIST**

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

### **C-1. SERVICE TASKS**

- C-1.1.** To achieve Coalition Staffing Grant objectives identified in **Section B-1.1.**, the Provider shall perform the tasks specified in **EXHIBIT C1**.
- C-1.2.** To achieve Challenge Grant objectives in **Section B-1.2.**, the Provider shall perform tasks specified in **EXHIBIT C2**.
- C-1.3.** To achieve Emergency Solutions Grant objectives in **Section B-1.3.**, the Provider shall perform tasks specified in **EXHIBIT C3**.
- C-1.4.** To achieve TANF Grant objectives in **Section B-1.4.**, the Provider shall perform tasks specified in **EXHIBIT C4**.

### **C-2. ADMINISTRATIVE TASKS**

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

- C-2.1.1.** The Provider shall recruit, select, train, and employ a qualified individual to serve as the coalition's administrator. The administrator will carry out or coordinate the roles, functions and responsibilities of homeless coalitions pursuant to 420.623, F.S., including but not limited to grant monitoring, administrative functions to carry-out the grant, financial compliance, and reporting activities as specified or required.
- C-2.1.2.** The Provider shall ensure adequate and sufficient staff, paid or volunteer, to satisfactorily meet all contract requirements.

#### **C-2.2. Staffing Changes**

- C-2.2.1.** The Provider shall notify the Contract Manager in writing within five (5) business days of the vacancy of the administrator position and shall notify the Contract Manager when a qualified replacement has been hired.

#### **C-2.3. Staffing Levels**

- C-2.3.1.** Minimum professional qualifications shall be determined by the Provider and is subject to request for documentation of professional qualifications by the Department, including the Contract Manager.

### **C-3. SUBCONTRACTING**

- C-3.1.** The Provider shall not subcontract functions required to be carried out under the Homeless Coalition Staffing Grant.
- C-3.2. Subcontracting Provision**
  - C-3.2.1.** The Provider must establish a process for sub-awarding grant funds under this Contract.
  - C-3.2.2.** Any subcontractor must have the capacity to carry-out functions under this Contract, including but not limited to, adequate staff to provide services and program oversight and must be a registered non-profit or government agency.

**C-3.3. Sub-contracting Monitoring**

- C-3.3.1.** The Provider shall monitor any subcontractor providing any or all services and terms specified through this Contract. The Provider shall develop a written monitoring schedule and plan. The monitoring schedule and plan shall be submitted to the Contract Manager within thirty (30) calendar days of Contract execution. At a minimum, the schedule and plan shall include:
- C-3.3.2.** The dates of the scheduled onsite visit at the subcontractor location where services are conducted;
- C-3.3.3.** Staff interviews and personnel files checked to determine knowledge, skills and abilities to perform grant services, and
- C-3.3.4.** The number of client case files to be reviewed to determine compliance with grant eligibility criteria.
- C-3.3.5.** The identified Terms of this Contract that will be passed on to the subcontractor and to be reviewed for compliance by the Provider and subject to monitoring by the Department's Contract Manager or Office on Homelessness.

**C-3.4. Subcontracting Monitoring Findings**

- C-3.4.1.** Subsequent to the monitoring, the Provider shall report their findings in writing to the Department's Contract Manager within thirty (30) calendar days from the monitoring date, to include but not be limited to, any required corrective action. If during the course of the monitoring it is determined that a violation or suspected violation of law or policy has been found, the Provider shall report it immediately to the Department Contract Manager, the appropriate law enforcement agency, and/or and the Inspector General, as determined appropriate by the level of the violation. If abuse, neglect or abandonment of a child, disabled person or senior citizen is suspected, then it must be reported immediately to the Department's Abuse Hotline. For monitoring guidance, the Provider may review CFOP 75-8, which may be requested through the Contract Manager.

**C-4. ESG Subcontracting**

In addition to the requirements identified in **Contract #KPZ41**, ESG shall conform to the following:

- C-4.1.** This contract is funded by a federal grant award. Any sub-award is considered 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-4.2.** Any sub-award of this federal grant award requires approval by the Contract Manager prior to execution and must include a written agreement between both parties for the provision of eligible services. Providers under this grant award are required, pursuant to 2 CFR Part 200, to monitor and validate program activities and financial compliance of all sub-awardees.
- C-4.3.** Pursuant to 2 CFR Part 200.331, in part, all pass-through entities must ensure that:
  - C-4.3.1.** 2 CFR 200.331(2) – All requirements imposed by the pass-through entity on the subcontractor so that the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award applicable under this federal grant award.
  - C-4.3.2.** 2 CFR Part 200.331(3) – Any additional requirements that the pass-through entity imposes on the subcontractor in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports are applicable under this federal grant award.

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- C-4.3.3.** 2 CFR 200.331(5) -- A requirement that the sub-provider permit the pass-through entity and auditors to have access to the sub-provider's records and financial statements as necessary for the pass-through entity to meet the requirements of this s. 200.300 Statutory and national policy requirements through 200.309 Period of Performance, and Subpart F—Audit Requirements of this part.
- C-4.3.4.** 2 CFR 200.331(6)(d) – Monitor the activities of the sub-provider as necessary to ensure that the sub-award is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. Pass-through entity monitoring of the sub-provider must include:
- C-4.3.4.1.** Reviewing financial and programmatic reports required by the pass-through entity;
  - C-4.3.4.2.** Following-up and ensuring that the sub-provider takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the sub-provider from the pass-through entity detected through audits, on-site reviews, and other means.
  - C-4.3.4.3.** Issuing a management decision for audit findings pertaining to the federal award provided to the sub-provider from the pass-through entity as required by § 200.521 Management Decision.
  - C-4.3.4.4.** Depending upon the pass-through entity's assessment of risk posed by the sub-provider (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:
    - C-4.3.4.4.1.** (1) Providing sub-providers with training and technical assistance on program-related matters;
    - C-4.3.4.4.2.** (2) Performing on-site reviews of the sub-provider's program operations; and
    - C-4.3.4.4.3.** (3) Arranging for agreed-upon-procedures engagements as described in § 200.425 Audit Services.
  - C-4.3.4.5.** Verify that every sub-provider is audited as required by Subpart F— Audit Requirements of this part when it is expected that the sub-provider's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501 Audit Requirements.

**C-5. RECORDS AND DOCUMENTATION**

- C-5.1.** The Provider shall maintain supporting documentation for invoices (i.e. time keeping and expense documentation) for expenditures incurred during the Contract period for the delivery of services as described in **Section D-1**. This supporting documentation shall be provided to the Department upon request. Where permitted under applicable law, access by the public shall be permitted without delay.

**C-6. REPORTS (programmatic and to support payment)**

The Provider shall submit reports according to the schedule in **EXHIBIT C5** using the templates established in:

- C-6.1.** **EXHIBITS C1-A and C1-B** for the Local Homeless Coalition Staffing tasks specified in **Section C1-2**.
- C-6.2.** **EXHIBITS C2-A and C2-B** for the Challenge Grant tasks specified in **Section C2-2**.

- C-6.3. EXHIBIT C3-A** for the ESG tasks specified in **Section C3-2**.
- C-6.4. EXHIBITS C4-A, C4-B and C4-C** for the TANF tasks specified in **Section C4-2**.
- C-6.5.** On a monthly basis, the Provider shall report the matching expenditure dollars and in-kind contributions (**EXHIBITS F2 and F3**) to the Contract 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 Contract Manager for approval. The report will be due not later than fifteen (15) calendar days following the end of the month to the Contract Manager. Contract Managers may require additional reports regarding and substantiating claimed match as deemed necessary, and will request these from the Provider if needed.
- C-6.6.** In addition to the above, the Provider shall submit a monthly HMIS Report (Client Service Summary Report) in PDF format for all clients served with Challenge, ESG and TANF grant funding. In addition to the monthly HMIS report, the Provider shall submit a quarterly zipped csv file format of the ESG HMIS CAPER Report on all activity conducted with ESG funds under this contract to the Office on Homelessness and the Contract Manager. A final report of all clients served with ESG grant funding for each fiscal year will be submitted within thirty (30) days of the end of each fiscal year as a zipped csv file HMIS CAPER Report.

**C-7. STANDARD CONTRACT REQUIREMENTS**

No other requirements.

**C-8. EXHIBITS**

- C-8.1. EXHIBIT C1** – Coalition Staffing Grant
- C-8.2. EXHIBIT C2** – Challenge Grant
- C-8.3. EXHIBIT C3** – Emergency Solutions Grant (ESG)
- C-8.4. EXHIBIT C4** – Temporary Assistance to Needy Families Grant (TANF)
- C-8.5. EXHIBIT C5** – Reporting Schedule

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## EXHIBIT C1 – MANNER OF SERVICE PROVISION

### C1-1. SERVICE TASKS

**C1-1.1.** To achieve Coalition Staffing Grant objectives identified in **Section B-1.**, the Provider shall:

- C1-1.1.1.** Develop or assist with the development of the local homeless continuum of care plan, as described in s. 420.624, for the catchment area containing the counties served by the local homeless coalition. Unless otherwise specified in the plan or as result of an agreement with another coalition in the same catchment area, the local coalition shall serve as the lead agency for the local homeless assistance continuum of care and shall meet and maintain compliance with duties and activities required by s. 420.623, F.S., as follows:
- C1-1.1.2.** Discuss local issues related to homelessness and the needs of the homeless.
- C1-1.1.3.** Inventory all local resources for the homeless, including, but not limited to, food assistance, clothing, emergency shelter, low cost housing, emergency medical care, counseling, training, and employment.
- C1-1.1.4.** Review and assess all services and programs in support of the homeless and identify unmet needs of the homeless.
- C1-1.1.5.** Identify and explore new approaches to shelter care for the homeless.
- C1-1.1.6.** Facilitate the delivery of multiagency services for the homeless to eliminate duplication of services and to maximize the use of limited existing resources for the homeless.
- C1-1.1.7.** Engage local business partners to participate in the coalition's programs and activities.
- C1-1.1.8.** Develop:
  - C1-1.1.8.1.** New programs and services to fill critical service gaps, if necessary, through reallocation of existing resources for the homeless;
  - C1-1.1.8.2.** Make available a hard copy or electronic community resource directory of services available to the homeless for use by agencies, volunteers, information and referral systems, and homeless persons;
  - C1-1.1.8.3.** Conduct public education and outreach initiatives to make homeless persons aware of the services available to them through community agencies and organizations;
  - C1-1.1.8.4.** Strategies for increasing support and participation from local businesses in the coalition's programs and activities;
  - C1-1.1.8.5.** Assist in the development of local continuum of care plan, as described in s. 420.624, F.S., for the catchment area containing the county or region served by the local coalition.
- C1-1.1.9.** Monitor and evaluate local homeless initiatives to assess their impact, to determine the adequacy of services available through such initiatives, and to identify additional unmet needs of homeless persons.
- C1-1.1.10.** Develop an annual report detailing the coalition's goals and activities.
- C1-1.1.11.** Develop a strategy for increasing support and participation from local businesses in the coalition's programs and activities.

- C1-2.** In addition, the Provider shall:
- C1-2.1.** Conduct monthly coalition meetings, which may include, but are not limited to, executive committee meetings, subcommittee meetings and formal planning meetings.
  - C1-2.2.** Provide the opportunity to participate in coalitions to local groups and organizations involved in providing services for the homeless and interested business groups and associations including, but not limited to:
    - C1-2.2.1.** Organizations and agencies providing mental health and substance abuse treatment;
    - C1-2.2.2.** County health departments and community health centers;
    - C1-2.2.3.** Organizations and agencies providing food, shelter or other services targeted to the homeless;
    - C1-2.2.4.** Local law enforcement agencies;
    - C1-2.2.5.** Regional workforce boards;
    - C1-2.2.6.** County and municipal governments;
    - C1-2.2.7.** Local public housing authorities;
    - C1-2.2.8.** Local school districts;
    - C1-2.2.9.** Local community-based care alliances; and
    - C1-2.2.10.** Local organizations and agencies serving specific subgroups of the homeless population including, but not limited to, those serving veterans, victims of domestic violence, persons with HIV/AIDS, and runaway youth.
  - C1-2.3.** Provide technical assistance to include training in areas such as confidentiality, data entry and generating reports to Providers submitting data in HMIS, as well as training and technical assistance on invoicing, reporting and/or data collection.
  - C1-2.4.** Conduct public education/outreach session to homeless persons or community organizations monthly.
  - C1-2.5.** Coordinate the development, completion and analysis of the annual Point-in-Time Survey and submit the compilation of results to the DCF Office on Homelessness.
  - C1-2.6.** Collect, compile and report on a semi-annual basis, data relating to outcomes of the Department funded homeless services.
  - C1-2.7.** Attend at least one conference/training session annually to expand knowledge and capacity to implement Continuum of Care objectives and support stakeholders in improving quality of services provided.
  - C1-2.8.** Submit a copy of the Annual Homeless Assessment Report (AHAR) provided to HUD through the Homeless Data Exchange (HDX).
  - C1-2.9.** Report on all Department grant funded projects (i.e. ESG, TANF, and Challenge Grants) within the CoC area by collecting, compiling and reporting on data related to the outcome of Department funded homeless service projects. Failure to provide this data may result in a reduction of Department funded projects by ten percent (10%).
- C1-3.** To achieve Challenge Grant objectives in **Section B-1.2.**, the Provider shall oversee the performance of tasks specified in **EXHIBIT C2.**

- C1-4.** To achieve Emergency Solutions Grant objectives in **Section B-1.3.**, the Provider shall oversee the performance of tasks specified in **EXHIBIT C3.**
- C1-5.** To achieve TANF Grant objectives in **Section B-1.4.**, the Provider shall oversee the performance of tasks specified in **EXHIBIT C4.**

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## EXHIBIT C1-A

### Monthly Status Report of Coalition Activities

Coalition: Miami-Dade County Homeless Trust

Contract #: KP004

Reporting Period: \_\_\_\_\_

*Three of these required minimum activities must be completed each month to trigger payment.*

Monthly Minimum Required Activities	Documentation Of Performed Activities
1. Meeting of the Homeless Coalition	Homeless Coalition Meeting Date/Time : _____ Sign-in sheet attached? Yes___ No___ Meeting minutes attached? Yes___ No___ N/A___ Agenda attached? Yes___ No___ N/A___
2. Training or Technical Assistance to Stakeholders	# of trainings/technical assistance provided: _____ Sign-in sheets attached? Yes___ No___ N/A___ Agendas attached? Yes___ No___ N/A___ Acknowledgment of technical assistance attached? Yes___ No___ N/A___ Description of technical assistance provided: _____ _____ _____ _____
3. Public Education / Outreach Session to Homeless Persons or Community Organizations	Education/Outreach Session Date/Time: _____ Advertisement of Education/Outreach Session (at least 1 week prior to event)? Yes___ No___ Agenda/schedule attached? Yes___ No___ Handouts/PowerPoints attached? Yes___ No___ N/A___ Description of Education/Outreach Session: _____ _____ _____ _____

**Summary of Other Duties and Activities Completed Which Are Identified In Section C-1, As Required By Section 420.623, F.S.:**

**Grant Funded Projects in the CoC (all DCF projects serving the homeless, including Challenge, ESG, & TANF):**

Total Funding: \$ \_\_\_\_\_

Total Projects: \_\_\_\_\_

Total Persons Served This Month \_\_\_\_\_

Total Served to Date: \_\_\_\_\_

Report Prepared by: \_\_\_\_\_

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

*"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 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."*



**EXHIBIT C1-B**  
**Performance Data Report**  
**Coalition Staffing Grant**

**Miami-Dade Homeless Trust**

**KP004**  
Contract

Prepared by \_\_\_\_\_

Service Month \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

*"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 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."*

**1. MINIMUM MONTHLY SERVICE LEVEL REQUIREMENTS**

a. # of Minimum Monthly Service Level requirements successfully completed during the service month

b. Total # of Minimum Monthly Service Level requirements identified in **Section D-4.2**

3

Minimum required

c. Percentage of the Minimum Monthly Service Level requirements successfully completed (a divided by b)

The minimum target for this measure is: **100%**

**2. ACTIVITIES COMPLETED UNDER THIS GRANT:**

	Completed This Month	Total completed in FY
Monthly CoC meetings	_____	_____
Training or Technical Assistance	_____	_____
Public Education/Outreach	_____	_____
Other Supportive Coalition Activities	_____	_____

## EXHIBIT C2 – Challenge Grant

### **C2-1. CHALLENGE GRANT SERVICE TASKS**

The objective of the Challenge Grant is to enable local coalitions to fund housing, program or service needs included in the local homeless assistance continuum of care plan.

- C2-1.1.** Under the Challenge Grant, the Provider must serve clients in a manner consistent with the definition of homelessness in **Section B-4.2** and/or as outlined in the local continuum of care plan.
- C2-1.2.** All services provided under the Challenge Grant will be consistent with services outlined in the continuum of care plan to end homelessness. The plan is incorporated in this grant by reference and maintained as part of the overall file.
- C2-1.3.** Any services provided by the Provider or a subcontractor of services will be performed in a manner consistent with the continuum of care plan, the grant application or with written approval from the Contract Manager and/or the Office on Homelessness. Initial services indicated in the Provider's response to the grant application can all be provided over the life of the grant or only at specified time periods.
- C2-1.4.** Changes in services are allowable with written approval of the Contract Manager and/or the Office on Homelessness and does not require an amendment to the contract unless it is not clear that the services are consistent with the continuum of care plan incorporated by reference to this contract.
- C2-1.5.** Changes in subcontractor services are allowable without an amendment to the contract. The Provider must request the change from the Contract Manager in writing and written approval must be provided prior to beginning changes in services. All subcontractors must provide services in a manner consistent with the continuum of care plan, the grant application or with written approval from the Contract Manager and/or the Office on Homelessness.
- C2-1.6.** The Provider shall submit a budget, budget narrative, and 100% match for Challenge Grant projects and activities. The budget must be approved in writing by the Contract Manager. Changes to the budget do not require an amendment unless the change is an overall budget reduction. All changes must be approved in writing by the Contract Manager prior to implementation.

### **C2-2. HIMS REPORTING**

- C2-2.1.** 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 activity reports, and state the monthly goal for servicing homeless households with this grant funding. The HMIS report shall include the number of individuals and households served during the reporting month and a year-to-date total which includes date of execution of the contract until the last date of service in the applicable fiscal year.
  - C2-2.1.1.** The Provider must maintain documentation to support proof of service delivery, including but not limited to: receipts, case notes, homeless verification/eligibility forms, receipts for any direct client/shelter costs, lease agreements, utility bills, etc.
  - C2-2.1.2.** The Provider is subject to random sampling of invoices and supporting documentation for verification.



## EXHIBIT C2-A

### Monthly Status Report of Challenge Grant Activities

Grantee Name	Miami-Dade County Homeless Trust
Contract Number	KP004
Reporting Month	

#### SERVICES AND OUTCOMES

Reporting Requirement # of Individuals Served by project	Annual Service Targets (Section D-2.2.)	This Month (# served)	Year to Date (# served)	Comments
Project 1: Rapid Re-Housing (Including Financial Assistance, Case Management and Housing Relocation & Stabilization)	50 Households			

Use the space below to provide any discussion of performance-related details affecting the delivery of services according to the specified targets. (Optional)

#### ATTESTATION

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 Grant 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.

Authorized Name and Title  
(please print)

Signature

Date

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## EXHIBIT C2-B

### Annual Performance Report for Challenge Grant Activities

Prepared by \_\_\_\_\_

**KP004**  
Contract

Service Month \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

*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.*

#### PERFORMANCE MEASURES

##### 1. Reduction In The Number Of Homeless Households

- a. Number Of Homeless Households Provided Assistance Who Are Stably Housed Or Exited To Permanent Housing \_\_\_\_\_
- b. Total Number Of Homeless Households Assisted \_\_\_\_\_
- c. Reduction In The Number Of Homeless Households (b minus a)
- d. Percentage Rate of Reduction Of Homeless Households (a divided by b x 100)

##### 2. Reduction In The Rate Of Recidivism Of Homeless Households

- a. Number Of Households Who Returned To Homelessness \_\_\_\_\_
- b. Total Number Of Households Who Exited To Permanent Housing \_\_\_\_\_
- c. Percentage Rate of Recidivism (a divided by b times 100)

*No more than 25% of households assisted with project will return to homelessness*

## EXHIBIT C3 – Emergency Solutions Grant

### C3-1. EMERGENCY SOLUTIONS GRANT

#### C3-1.1. Major Contract Goals

The major contract goals are to provide emergency shelter to homeless persons; engage persons living on the street through street outreach activities; provide homeless prevention to enable those in danger of losing their housing to remain stably housed; and to provide re-housing services to help those who are homeless become stably housed.

##### C3-1.1.1. Homeless Prevention and Rapid Re-Housing:

The major contract goals of homeless prevention are to assist eligible individuals and families who are at imminent risk, or at risk, of homelessness with short and medium term rental assistance with 1 to 24 months of rental assistance payments; and/or housing relocation and stabilization services that includes Financial Assistance (rental application fees, security deposits, last month's rent or utility deposits and payments) and Services Costs (Housing Search and Placement, Housing Stability Case Management, mediation, legal services and credit repair) 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.

C3-1.1.1.1. The major contract goals of rapid re-housing are to assist individuals and families who are literally homeless with short and medium term rental assistance and/or 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.

C3-1.1.1.2. These activities are designed to move homeless people quickly to permanent housing or help keep people stably housed in their current housing through housing relocation and stabilization services and short-and/or medium-term rental assistance. Activities include Rental Assistance of 1 to 24 months of rental assistance payments and/or Housing Relocation and Stabilization services including rental application fees, security deposits, last month's rent, utility deposits and payments, and moving costs. The HMIS report must reflect the total number of households assisted with Rental Assistance and/or Housing Relocation and Stabilization Services and those assessed for eligibility and received no services during the service period.

C3-1.2. **Client Eligibility:** Must be established in accordance with homeless and at-risk of homelessness definitions as outlined in: <http://www.myflfamilies.com/service-programs/homelessness>

C3-1.3. **ESG 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 must be approved by the Office on Homelessness prior to grant execution and shall include, but are not limited to:

C3-1.3.1. 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).

C3-1.3.2. 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.

C3-1.3.3. 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.

- C3-1.3.4. 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.
- C3-1.3.5. 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.
- C3-1.3.6. 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.
- C3-1.3.7. Policies and procedures for assessing, prioritizing and reassessing individuals' and families' needs for essential services related to emergency shelter.
- C3-1.3.8. 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.
- C3-1.3.9. 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.
- C3-1.3.10. 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.
- C3-1.3.11. 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.

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## C3-2. ESG SERVICE TASKS

**C3-2.1. 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):

### C3-2.1.2. Rapid Re-Housing

<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</b>		
<b>Activity types:</b>		
<b>Rental Assistance</b>	<b>Housing Relocation and Stabilization Services</b>	
<b>Eligible costs:</b>	<b>Financial Assistance</b>	<b>Services Costs</b>
<ul style="list-style-type: none"> <li>• Short-term rental assistance – up to 3 months of rental payments</li> <li>• Medium-term rental assistance – more than 3 months but not more than 24 months of rental payments</li> <li>• Rental arrears – one-time payment for up to six months of rent in arrears (including any late fees).</li> </ul>	<b>Eligible costs:</b> <ul style="list-style-type: none"> <li>• Rental Application Fees</li> <li>• Security Deposits</li> <li>• Last Month's Rent</li> <li>• Utility Deposits</li> <li>• Utility Payments</li> <li>• Moving Costs</li> </ul>	<b>Eligible costs:</b> <ul style="list-style-type: none"> <li>• Housing Search and Placement</li> <li>• Housing Stability Case Management</li> <li>• Mediation</li> <li>• Legal Services</li> <li>• Credit Repair</li> </ul>

### C3-2.1.3. Homeless Prevention

<b>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</b>		
<b>Activity types:</b>		
<b>Rental Assistance **</b>	<b>Housing Relocation and Stabilization Services</b>	
<b>Eligible costs:</b>	<b>Financial Assistance</b>	<b>Services Costs</b>
<ul style="list-style-type: none"> <li>• Short-term rental assistance – up to 3 months of rental payments</li> <li>• Medium-term rental assistance – more than 3 months but no more than 24 months of rental payments</li> <li>• Rental arrears – one-time payment of up to 6 months of rent in arrears (including late fees)</li> </ul>	<b>Eligible costs:</b> <ul style="list-style-type: none"> <li>• Rental Application Fees</li> <li>• Security Deposits</li> <li>• Last Month's Rent</li> <li>• Utility Deposits</li> <li>• Utility Payments</li> <li>• Moving Costs</li> </ul>	<b>Eligible costs:</b> <ul style="list-style-type: none"> <li>• Housing Search and Placement</li> <li>• Housing Stability Case Management</li> <li>• Mediation</li> <li>• Legal Services</li> <li>• Credit Repair</li> </ul>
<b>**Rental assistance can be project-based or tenant-based.</b>		

**C3-2.1.4. HMIS (Homeless Management Information System)**

**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.

**C3-2.1.4.1.** 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.

**C3-2.1.4.2.** 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 for servicing homeless households with this grant funding. The HMIS report shall include the number of individuals and households served during the reporting month and year-to-date, from date of execution of the contract.

**C3-2.1.5.** In addition, the Provider must maintain all submitted documentation to support proof of service delivery, including but not limited to: receipts, case notes, homeless verification/eligibility forms, receipts for any direct client/shelter costs, lease agreements, utility bills, etc. All receipts, check numbers, logs of activities provided, HMIS reports, leases or landlord agreements, and utility bills paid on behalf of clients must be submitted with invoice for payment. For transportation costs under Street Outreach, a mileage log must be submitted along with dates of travel/transport, staff members transporting clients, and start and completions times when transporting. Gas costs must be prorated when vehicle is used for other uses.

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### EXHIBIT C3-A

## Monthly Status Report of Emergency Solutions Grant Activities

<b>Provider Name</b>	Miami-Dade County Homeless Trust		
<b>Contract Number</b>	KP004	<b>Reporting Month/Year</b>	

### HOMELESS PREVENTION AND RAPID RE-HOUSING

<b>Total Served this Month with HP</b> _____		<b>Total Served this Month with RRH</b> _____	
<b>RENTAL ASSISTANCE DURATION</b>	<b>Households Served</b>	<b>FINANCIAL ASSISTANCE PROVIDED</b>	
0-3 Months		# Households Assisted	
3-6 Months		# Individuals Assisted	
6-12 months		Total Amount of Assistance Provided \$	

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 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.

<b>Authorized Name and Title</b> (please print)			
<b>Signature</b>		<b>Date</b>	

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## EXHIBIT C4 – Temporary Assistance to Needy Families Grant

### C4-1. TEMPORARY ASSISTANCE TO NEEDY FAMILIES

**C4-1.1.** The objective of the TANF Program is to provide assistance with past due rental, mortgage and/or utility bills to families with minor children experiencing a financial or other crisis in order to help them remain stably housed.

**C4-1.1.1.** Families applying for assistance under the Homelessness Prevention Grant (TANF) must have at least one (1) child under the age of eighteen (18). The adult who applies for the grant assistance must be either the parent, or the relative caregiver of the minor child residing in the household. If there is a child who is eighteen (18), but not yet nineteen (19), the child must be attending high school, a General Education Development (GED) program, a trade school, or other career training program on a full-time basis. A minor child cannot be married or divorced. Families must reside in Florida full-time and have at least one (1) member of the household who is a United States citizen or lawful permanent resident.

**C4-1.1.2.** The household income must be less than two-hundred percent (200%) of the federal poverty level as annually published by the U.S. Department of Health and Human Services. The household income means both earned and unearned income received in the month in which the family applies for assistance. Earned income is income received from employment or self-employment, including wages, salary, tips, commissions, and bonuses. Unearned income is income received for which there is no performance of work, or provision of services as an employee or self-employed person. The income of all members of the household shall be reported in determining eligibility of the family for assistance. The family's housing emergency shall be the result of a financial or other crisis, as documented by the Provider, or its subcontractor.

#### 2017 Income Eligibility Guidelines:

Persons in family/household	Poverty guideline	Persons in family/household	Poverty guideline
1	NOT ELIGIBLE	8	\$82,640
2	\$32,480	9	\$91,000
3	\$40,840	10	\$99,360
4	\$49,200	11	\$107,720
5	\$57,560	12	\$116,080
6	\$65,920	13	\$124,440
7	\$74,280	14	\$132,800

**C4-1.1.3.** The Provider must provide services in a manner consistent with allowable services under the TANF Grant. These services are limited to the payment of past due rents, mortgages and utilities for families with minor children. All eligible clients must meet income guidelines established under the TANF Grant and Federal Poverty Guidelines.

**C4-1.1.4.** Families without at least one (1) minor child in the household are ineligible.

**C4-2. TANF SERVICE TASKS**

The purpose of the Homelessness Prevention Grant Program is to assist eligible families to prevent the family from becoming homeless and to maintain stable housing following the assistance from the grant. Each recipient of grant funding from the Homelessness Prevention Grant must complete the following tasks:

- C4-2.1. Case Management.** The Provider or its subcontractor shall provide case managers for the delivery of case management services, including the determination of eligibility, to assist families through care coordination as outlined in the family case plan:

  - C-4.2.1.1.** The family's case plan shall set forth all of the costs that will be covered by the grant, as well as the total dollar amount of assistance to be provided to the family.
  - C-4.2.1.2.** The case plan shall spell out the family's goal for housing stability, the anticipated date the case plan will be completed, the type assistance to be delivered to the family; and the Provider's schedule for monitoring the family's housing stability following the cessation of grant assistance, whether the family was able to avoid becoming homeless, and whether the family remained in permanent housing.
- C4-2.2. Emergency Financial Assistance.** The Provider or its subcontractor shall provide emergency financial assistance to families at risk of homelessness. Eligible services include assistance with past due rental, mortgage and/or utility bills. The amount of financial assistance necessary to prevent homelessness shall be supported by a late notice or intent to evict from the landlord or a late notice from the mortgage company, or a past due bill or intent to disconnect notice from the utility company, documenting services to the applicant's address, in a household member's name, and an amount owed. The notice must include the name and address of the landlord, mortgage or utility company where the payment should be mailed.
- C4-2.3. Monitoring.** The Provider or its subcontractor shall track, monitor and report on each family assisted for at least twelve (12) months after the date of last assistance is provided to the family. The Provider or its subcontractor shall submit a final report of families still housed in the format provided by the Office on Homelessness (**EXHIBIT C4-C**) by July 15<sup>th</sup> every fiscal year to the Office on Homelessness and the regional Contract Manager.
- C4-2.4. Case File.** The Provider or its subcontractor shall develop, maintain and retain a case file on each family applying for assistance. The case file shall contain all information necessary to determine the eligibility of the family, and shall also include, but is not limited to the following:

  - C4-2.4.1.** An eligibility determination;
  - C4-2.4.2.** A Case Plan for persons assisted;
  - C4-2.4.3.** Documentation of household income and size;
  - C4-2.4.4.** Documentation of emergency financial assistance provided to the family;
  - C4-2.4.5.** Copies of all payments made;
  - C4-2.4.6.** Documentation of how often the family has applied for and received assistance, including the limit on the number of times the family may be assisted; and
  - C4-2.4.7.** Documentation of monitoring of the family and the housing outcome achieved.
- C4-2.5.** In addition, the Provider or its subcontractor shall:

  - C4-2.5.1.** Develop and utilize an application for all persons seeking assistance. At a minimum, the application must identify all household members, the amount and type of assistance sought, and the date of the request for assistance.

**C4-2.5.2.** Enter information on each family assisted into the local HMIS of the CoC planning area.

**C4-2.5.3** Set a maximum per family or household assistance amount.

**C4-2.5.3.1. Past Due Rent or Mortgage Assistance**

**C4-2.5.3.1.1.** To assist eligible client(s) for a maximum of 4 months of rent to include arrears, and a total support not to exceed \$\_\_\_\_\_ per family.

**C4-2.5.3.2. Past Due Utility Assistance – electric, gas, water, and sewer only**

**C4-2.5.3.2.1.** To assist client(s) with past due utility payments not to exceed \$\_\_\_\_\_, and a total support not to exceed \$\_\_\_\_\_.

**C4-2.5.3.3. Grant Administration**

**C4-2.5.3.3.1.** The cost of administrative expenditures such as case management, salaries/benefits, and operating expenses not to exceed more than 3% of the TANF Award.

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## EXHIBIT C4-A

### Monthly Status Report of Temporary Assistance to Needy Families Grant Activities

<b>Provider Name</b>		Miami-Dade County Homeless Trust	
<b>Contract Number</b>	KP004	<b>Reporting Month</b>	
<b>Total Number of Families To Be Served Annually</b>		<b>Number Of Families Served This Month</b>	<b>Number Of Families Served YTD</b>
10			
<b>Total # Families Seeking Assistance:</b>		<b>Total # of Families Assessed for Eligibility:</b>	
<b># OF FAMILIES ASSESSED FOR ELIGIBILITY FOR THE FOLLOWING:</b>			
<b>Past Due Rent</b>	<b>Past Due Mortgage</b>	<b>Past Due Utilities</b>	
<b># OF FAMILIES ASSISTED WITH THE FOLLOWING:</b>			
<b>Past Due Rent</b>	<b>Past Due Mortgage</b>	<b>Past Due Utilities</b>	
<b># OF CASE PLANS DEVELOPED FOR THE FOLLOWING TYPES OF ASSISTANCE:</b>			
<b>Past Due Rent</b>	<b>Past Due Mortgage</b>	<b>Past Due Utilities</b>	
<b># OF FAMILIES PROVIDED CASE MANAGEMENT:</b>			
<b>Provided Case Management and Financial Assistance</b>	<b>Provided Case Management Only</b>	<b>All Case Management To Date</b>	
<p>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 Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. Additionally, I certify that all reports supporting this Invoice have been submitted to the Department in accordance with this agreement.</p>			
<b>Authorized Name and Title</b>			
(please print)			
<b>Signature</b>		<b>Date</b>	

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## EXHIBIT C4-B

### TANF Grant Annual Performance Data Report

Miami-Dade County Homeless Trust

KP004

Provider

Contract

Fiscal Year

**1. Program Stability**

a. # of families assisted who remained stably housed and avoided becoming homeless at least (12) months following the last date of assistance

b. Total # of number of families who were discharged

c. Percentage of families assisted who remained stably housed and avoided becoming homeless at least twelve (12) months following the last date of assistance. (a divided by b)

The standard target for this measure is

85%

**2. Plan to Achieve Housing Stability**

a. # of families deemed eligible to receive assistance that have a case plan documenting the amount and type of assistance provided, steps to achieve housing stability, and the anticipated date of plan completion.

b. Total # of families deemed eligible to receive assistance

c. Percentage of families that have a case plan documenting the amount and type of assistance provided, steps to achieve housing stability, and the anticipated date of plan completion (a divided by b)

The standard target for this measure is:

100%

**3. Families Assisted**

a. # of eligible families receiving financial assistance for the period of the payment requested.

b. Total # of families applying for assistance and assessed as eligible

c. Percentage of families assisted (a divided by b)

The standard target for this measure is:

100%

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

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

*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.*

*Note: The Department reserves the right to revise this template without amending the contract.*

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**EXHIBIT C4-C**  
**Final Report of Families Housed**  
**Temporary Assistance To Needy Families**

**Provider Name:** Miami-Dade County Homeless Trust

**Contract Number:** KP004

**Contract Period:** \_\_\_\_\_

**Total # families served this grant period:** \_\_\_\_\_

**Number of families assisted with:**

Overdue rent: \_\_\_\_\_

Overdue mortgage: \_\_\_\_\_

Overdue utilities: \_\_\_\_\_

**FINAL REPORTING:**

**Last Grant Period:** \_\_\_\_\_  
Date

**Total Families Assisted Last Grant Period:** \_\_\_\_\_

Of the families assisted during the **last grant period**, how many remained stably housed 12 months after the last date of assistance? \_\_\_\_\_

Methods used to determine stability: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Report completed by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*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.*

***This form is to be completed annually***

*Note: The Department reserves the right to revise this template without amending the contract.*

## EXHIBIT C5 REPORTING SCHEDULE

Report Title	Reporting Frequency	Report Due Date	Number of Copies	DCF Office to receive report(s)	Grant Activity
<b>Monitoring Plan, Schedule, and Findings</b>	Annually	Within 30 days of Contract Execution and by July 15 <sup>th</sup> thereafter	1	Contract Manager	For Challenge, ESG and TANF Grant sub-awards
<b>Invoice and Match Report</b> F1 Coalition F2 Challenge F3 ESG F4 TANF	Monthly	15 <sup>th</sup> of each month following service, or next business day if Saturday, Sunday or holiday	1 Each	Contract Manager	1 Invoice for each service
<b>Monthly Expenditure Reports:</b> Coalition Challenge	Monthly with Invoices	15 <sup>th</sup> of each month following service, or next business day if Saturday, Sunday or holiday	1 Each	Contract Manager	Must include Line item budgets, and expenses for current invoice, year-to-date, and balance remaining
<b>Monthly Status Reports</b> C1-A Coalition C2-A Challenge C3-A ESG C4-A TANF	Monthly with Invoices	15 <sup>th</sup> of each month following service, or next business day if Saturday, Sunday or holiday	1 Each	Contract Manager and Office on Homelessness	For each activity, 1 report for all services completed
<b>Performance Data Report</b> C1-B Coalition C2-B Challenge C4-B TANF	Monthly for Coalition; Annually for Challenge and TANF	15 <sup>th</sup> of each month following service  July 15 <sup>th</sup>	1 Each	Contract Manager and Office on Homelessness	For Staffing, Challenge and TANF activities completed
<b>HMIS Service Summary Report</b> Challenge ESG TANF	Monthly with invoice	15 <sup>th</sup> of each month following service, or next business day if Saturday, Sunday or holiday	1 Each	Contract Manager	Submitted with invoice to document all clients served (PDF Format)
<b>HMIS CAPER Performance Report</b> ESG	Quarterly & Annually	October 15 <sup>th</sup> January 15 <sup>th</sup> April 15 <sup>th</sup> July 15 <sup>th</sup>	1 Each	Contract Manager and Office on Homelessness	Quarterly zipped csv file and a Final Report on <u>all</u> grant provided services for ESG
<b>Final Report of Families Housed</b> C4-C TANF	Annually	July 15 <sup>th</sup>	1 Each	Contract Manager and Office on Homelessness	Submitted as a Final Report for TANF services provided

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## EXHIBIT D – DELIVERABLES

### D-1. SERVICE UNITS

- D-1.1. **Homeless Coalitions Staffing Grant** - A service unit consists of one (1) month of providing homeless coalition supporting activities as identified in **EXHIBIT C1**. The Provider shall meet and maintain compliance with duties and activities required by s. 420.623, F.S., identified in **EXHIBIT C1**.
- D-1.2. **Challenge Grant** - A unit of service is one (1) month of providing services in a manner consistent with the local continuum of care plan to eligible homeless individuals as described in **EXHIBIT C2**.
- D-1.3. **ESG Grant** - A service unit consists of one (1) month of providing Emergency Shelter, Homeless Prevention/Rapid Re-housing, and/or Street Outreach services to eligible homeless individuals as described in **EXHIBIT C3**.
- D-1.4. **TANF Grant** - A service unit consists of one (1) month of providing homeless prevention services identified in **EXHIBIT C4**.

### D-2. ANNUAL SERVICE TARGETS

During each State Fiscal Year, the Provider shall deliver:

- D-2.1. The Provider shall deliver **12 months** of **Local Homeless Coalition** services to support the homeless population receiving the assistance needed to gain self-sufficiency and make suitable living conditions available. The Provider shall demonstrate satisfactory progress towards the target through the submission of the Monthly Status Report of Coalition Activities, **EXHIBIT C1-A**.
- D-2.2. The **Challenge Grant** Project will serve a minimum of **50** households each fiscal year. The Provider shall demonstrate satisfactory progress towards the service target through the submission of the Monthly Status Report of Challenge Grant Activities, **EXHIBIT C2-A**.
- D-2.3. The **Emergency Solutions Grant** Project will serve a minimum of **60** households (each household may consist of one person or more) each fiscal year. The Provider shall demonstrate satisfactory progress towards the service target through the completion of the Monthly Status Report of Emergency Solutions Grant Activities, **EXHIBIT C3-A**.
- D-2.4. The **TANF Grant** Project will serve a minimum of **10** eligible households (each household must include at least one child) each fiscal year. The Provider shall demonstrate satisfactory progress towards the service target through the completion of the Monthly Status Report of Temporary Assistance To Needy Families Grant Activities, **EXHIBIT C4-A**.

### D-3. MONTHLY DELIVERABLES

- D-3.1. **Coalition Staffing Grant**: The Provider shall deliver each month, at a minimum, the three (3) Coalition Staffing Activities identified in **Sections C1-3.1., C1-3.3. and C1-3.4.** All other activities identified in **Sections C1-2., C1-3., C1-4., C1-5., and C1-6., Service Tasks**, shall be completed within their catchment area, on an as needed basis, during each fiscal year.
- D-3.2. **Challenge Grant**: Each month, the Provider shall provide eligible services to a minimum of **four (4)** households who are homeless or at risk of homelessness.
- D-3.3. **Emergency Solutions Grant**: Each month, the Provider shall provide eligible services to a minimum of **five (5)** households who are homeless or at risk of homelessness. Once ESG contract funds have been expended during the fiscal year, the Provider shall no longer be required to provide services or adhere to a minimum monthly deliverable. The Provider is still responsible, however, for meeting any remaining Match requirements.

**D-3.4. TANF Grant:** Each month, the Provider shall provide eligible services to a minimum of one (1) household who is homeless or at risk of homelessness. Once TANF contract funds have been expended during the fiscal year, the Provider shall no longer be required to provide services or adhere to a minimum monthly deliverable.

**D-3.5.** In the event that the Provider has met the Annual Service Targets identified in **Sections D-2.2., D-2.3., and D-2.4.**, prior to the end of each fiscal year, the Minimum Monthly Deliverables identified in **Sections D-3.2, D-3.3., and D-3.4.** may no longer apply. The Grantee shall be required to serve a minimum of one (1) person/household per month for each achieved service target, for the subsequent service months.

#### **D.4. PERFORMANCE MEASURES FOR THE ACCEPTANCE OF DELIVERABLES**

**D-4.1.** The acceptance of deliverables for each unit of service specified in **Section D-1.** shall be made independently. The Provider's failure to achieve the minimum service levels for any unit of service shall not prevent acceptance of deliverables and payment for any other unit of service invoiced under this grant.

**D-4.2.** For the acceptance of deliverables, the Provider shall meet or exceed the minimum output targets specified herein in the performance of the Coalition Staffing Grant service:

Minimum Service Level Requirements for Providing Homeless Coalition Supporting Activities	Qualitative Criteria for Evaluating Successful Completion	Supporting Documentation to Verify Successful Completion	Financial Consequence When Performance is Below the Minimum Service Level
<p><b>D-4.2.1.</b> Each month the Provider shall deliver at least three (3) of the following activities (but must include at least two (2) different activities) as identified in <b>Sections C1-3.1., C1-3.3. and C1-3.4., Service Tasks.:</b></p> <ol style="list-style-type: none"> <li>1. Homeless Coalition Meeting</li> <li>2. Training/Technical Assistance</li> <li>3. Public Education and/or Outreach Services</li> </ol>	<p>All three (3) required activities were completed, which demonstrated support to the continuum in aiding to ending homeless and increase efforts to improve the lives of the homeless population and those individuals and families in danger of becoming homeless throughout the continuum.</p>	<p>Monthly Report of Coalition Supporting Activities (<b>Exhibit C1-A</b>) and Monthly Performance Data Report (<b>Exhibit C1-B</b>) which document completion of allowable activities or services. Additionally, the provider must maintain the following documentation:</p> <p>For meetings; provide minutes, sign-in sheets and agendas.</p> <p>For proof of grant applications or assessments of needs in CoC area, provide copies of acceptance of grant applications, which include submission dates; or minutes or emails where these items were discussed.</p> <p>For outreach activities, provide agendas and sign-in sheets for those who attended.</p> <p>For in person meetings, provide conformation of meeting with email follow-up indicating date, time and participants and response confirmation from at least one attendee.</p> <p>For new members to CoC, provide a copy of application for membership and acceptance from CoC.</p>	<p>5% of Invoice amount to be deducted from the invoice when the service level does not meet the criteria for successful completion.</p>

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**D-4.3.** For the acceptance of deliverables, the Provider shall meet or exceed the minimum output targets specified herein in the performance of the Challenge Grant Services:

Minimum Service Requirements	Qualitative Criteria for Evaluating Successful Completion	Supporting Documentation to Verify Successful Completion	Financial Consequence When Performance is Below the Minimum Service Level
<b>D-4.3.1.</b> Monthly, the Provider shall provide eligible services as outlined <b>Section C2-2.</b> which support the continuum of care plan to end homelessness, provide services to the homeless, or to prevent homelessness, to a minimum number of <u>four (4)</u> households.	Services provided must be eligible supportive activities outlined in <b>Section C2-2.</b> that are related to the continuum of care plan to aid in ending homeless and increase efforts to improve the lives of the homeless population and those individuals and families in danger of becoming homeless throughout the continuum.	Monthly HMIS Report (PDF format) identifying clients served and services provided during the service month.	5% of Invoice amount to be deducted from the invoice when the service level does not meet the criteria for successful completion.

**D-4.4.** For the acceptance of deliverables, the Provider shall meet or exceed the minimum output targets specified herein in the performance of the Emergency Solutions Grant Services:

Minimum Service Requirements for Providing ESG Activities	Qualitative Criteria for Evaluating Successful Completion	Supporting Documentation to Verify Successful Completion	Financial Consequence When Performance is Below the Minimum Service Level
<b>D-4.4.1.</b> Monthly, the Provider shall deliver eligible services as identified in <b>Section C3-2,</b> to a minimum of <u>five (5)</u> households.	Services provided must be eligible supportive activities outlined in <b>Section C2-2.</b> Households shall receive Emergency Shelter, Homeless Prevention/Rapid Rehousing and/or Outreach services under the ESG Program.	Monthly HMIS Report (PDF format) identifying clients served and services provided during the service month.	5% of Invoice amount to be deducted from the invoice when the service level does not meet the criteria for successful completion.
<b>D-4.4.2.</b> The Provider will input data related to all clients assessed and determined to eligible and served with ESG into HMIS.	For clients assessed, determined to be eligible and served with ESG, a CAPER Report will be generated pursuant to HUD guidelines.	A Quarterly CAPER .cvs file for all clients assessed, determined eligible and served with ESG funds.	5% of Invoice amount to be deducted from the invoice when the service level does not meet the criteria for successful completion.

**D-4.4.2.1.** 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 homeless households with this grant funding. The HMIS report shall include the number of individuals and households served during the reporting month and year-to-date, from date of execution of the contract.

**D-4.4.2.2.** The Provider must maintain all submitted documentation to support proof of service delivery, including but not limited to: receipts, case notes, homeless verification/eligibility forms, receipts for any direct client/shelter costs, lease agreements, utility bills, etc. All receipts, check numbers, logs of activities provided, HMIS reports, leases or landlord agreements, and utility bills paid on behalf of clients must be submitted with invoice for payment.

**D-4.5.** For the acceptance of deliverables, the Provider shall meet or exceed the minimum output targets specified herein in the performance of the Temporary Assistance to Needy Families Grant Services:

Minimum Service Requirements for Providing TANF Activities	Qualitative Criteria for Evaluating Successful Completion	Supporting Documentation to Verify Successful Completion	Financial Consequence When Performance is Below the Minimum Service Level
<b>D-4.5.1.</b> Monthly, the Provider shall deliver eligible services as identified in <b>Section C4-2</b> , to a minimum of <u>one (1)</u> household.	All households applying for assistance are assessed for eligibility and if eligible, are assisted with Homeless Prevention Services and Case Management.	Monthly HMIS Report (PDF format) identifying households served and services provided during the service month.	5% of Invoice amount to be deducted from the invoice when the service level does not meet the criteria for successful completion.

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## **EXHIBIT E – MINIMUM PERFORMANCE MEASURES**

### **E-1. MINIMUM OUTCOME PERFORMANCE MEASURES**

The Provider shall achieve the following minimum outcome performance measures for the duration of this Contract: The acceptance of outcome performance measures for each unit of service specified in **Section D-1**, shall be made independently. The Provider's failure to achieve the minimum performance measures for any unit of service shall not prevent acceptance of performance measures for any other unit of service.

The following minimum performance measures are established pursuant to **Section 2.4.2**, of the CF Standard Integrated Contract 2016 and shall be maintained during the terms of this contract. The performance standards are calculated per term for each Fiscal Year (FY) within the Unified Homeless Contract.

#### **E-1.1. Local Homeless Coalition Staffing Grant**

**E-1.1.1.** 100% of the Minimum Monthly Service Level requirements identified in **Section D-4.2**, shall be successfully completed each month.

**E-1.1.1.1.** The Provider shall complete and submit **EXHIBIT C1-B, Monthly Data Performance Report**, with each invoice.

#### **E-1.2. Challenge Grant**

**E-1.2.1.** The following performance measures relate to the projects being completed. The Provider shall submit **EXHIBIT C2-B, Annual Performance Data Report for Challenge Grants**, by July 15<sup>th</sup> of each fiscal year. The outcomes will be used to gauge to effectiveness of the program.

**E-1.2.1.1.** Decrease in the # of Households no longer homeless.

**E-1.2.1.2.** Decrease in the rate of recidivism to homelessness.

#### **E-1.3. Emergency Solutions Grant (ESG)**

**E-1.3.1.** Funding for this grant award are made in accordance with guidelines established under 24 CFR, Part 576. Reporting requirements are provided by the Department of Housing and Urban Development and require the submission of the ESG CAPER Report (csv file format) as demonstration of program compliance. Providers will provide this report to the Department by July 15<sup>th</sup> for the fiscal year grant activities to allow submission via the eCart Reporting Tool to the Department of Housing and Urban Development annually by the Department of Children and Families.

#### **E-1.4. Temporary Assistance to Needy Families (TANF)**

**E-1.4.1.** The following performance measures relate to the projects being completed. The Provider shall submit **EXHIBIT C4-B, TANF Grant Annual Performance Data Report**, by July 15<sup>th</sup> of each fiscal year. The outcomes will be used to gauge to effectiveness of the program.

**E-1.4.1.1.** At least eight-five percent (**85%**) of families assisted shall remain stably housed and avoid becoming homeless at least twelve (12) months following the last date of assistance pursuant to section 414.161(5), Florida Statutes.

**E-1.4.1.2.** One hundred percent (**100%**) of all families deemed eligible to receive assistance will have a case plan documenting the amount and type of assistance provided, steps to achieve housing stability, and the anticipated date of plan completion.

**E-1.4.1.3.** One hundred percent (100%) of the minimum number of families applying for, being assessed for eligibility, and receiving financial assistance for the period of the payment request will be assisted.

## **E-2. PERFORMANCE MEASURE METHODOLOGIES**

The Department shall monitor the Provider's performance in achieving the standards in **Section E-1.** according to the following methodology.

### **E-2.1. Local Homeless Coalition Staffing**

**E-2.1.1.** The measure in **Section E-1.1.** will be determined by dividing the Total Number of Monthly Service Level requirements successfully completed by the Number of Minimum Monthly Service Level requirements identified in **Section D-4.2**

NUMERATOR	Total # of Required Monthly Service Level requirements successfully completed each month	<b>= 100%</b>
DENOMINATOR	# of Required Minimum Monthly Service Level requirements identified in <b>Section D-4.2.</b>	

### **E-2.2. Challenge Grant**

**E-2.2.1.** Measures in **Section E.1.2.** will be determined as follows:

Minimum Performance	Performance Evaluation Methodology
<b>E-2.2.1.1.</b> Decrease in the # of Households no longer homeless	<i>For clients served with Challenge Grant funds, those who are no longer homeless.</i> NUMERATOR: # of households housed or exited to permanent housing DENOMINATOR: # of households served <i>Results are to be compared to the 2016-2017 Baseline</i>
<b>E-2.2.1.2.</b> Decrease in the rate of recidivism to homelessness	<i>For all clients served with Challenge Grant funds, the rate at which they returned to homelessness.</i> NUMERATOR: # of Households who returned to homelessness DENOMINATOR: # of Households exiting to permanent housing <i>Results are to be compared to the 2016-2017 Baseline</i>

### **E-2.3. Emergency Solutions Grant (ESG)**

**E-2.3.1.** The ESG measures in **Section E.1.3.**, will be determined as follows:

**E-2.3.1.1.** The Provider shall provide, as evidence of performance, an annual HMIS CAPER Report for all activities performed under the ESG grant award. The CAPER Report will combine all provider and sub-provider's data for all clients assessed, determined eligible and provided services under this grant award.

**E-2.3.1.2.** The Provider's ability to serve clients with eligible activities as detailed in **EXHIBIT C3** will also be documented in **EXHIBIT C3-A** and reported with invoicing.

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**E-2.4. Temporary Assistance to Needy Families (TANF)**

**E-2.4.1.** Measures in **Section E.1.4.** will be determined as follows:

Minimum Performance	Performance Evaluation Methodology
<b>E-2.4.1.1.</b> At least eight-five percent (85%) of families assisted shall remain stably housed and avoid becoming homeless at least twelve (12) months following the last date of assistance pursuant to section 414.161(5), Florida Statutes.	<p><b><i>For clients served with TANF Grant funds, the percentage of those who remain stably housed.</i></b></p> <p>NUMERATOR: # of households stably housed and avoided becoming homeless for at least 12 months following last date of assistance</p> <p>DENOMINATOR: Total # of Eligible Households Assisted</p>
<b>E-2.4.1.2.</b> One hundred percent (100%) of all families deemed eligible to receive assistance will have a case plan documenting the amount and type of assistance provided, steps to achieve housing stability, and the anticipated date of plan completion.	<p><b><i>For all clients served with TANF Grant funds, the percentage of those with complete case plans.</i></b></p> <p>NUMERATOR: # of eligible Households who have a case plan documenting the amount and type of assistance provided, steps to achieve housing stability, and anticipated date of plan completion</p> <p>DENOMINATOR: Total # of Eligible Households Assisted</p>
<b>E-2.4.1.3.</b> One hundred percent (100%) of the minimum number of families applying for, being assessed for eligibility, and receiving financial assistance for the period of the payment request will be assisted.	<p><b><i>For clients served with TANF Grant funds, the percentage of those eligible families requesting assistance who actually received assistance</i></b></p> <p>NUMERATOR: # of Eligible Households who received assistance</p> <p>DENOMINATOR: # of Eligible Households who applied for assistance</p>

**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.

*BA*

**EXHIBIT F - METHOD OF PAYMENT**

**F-1. PAYMENT CLAUSE**

**F-1.1.** This is a multi-year fixed price (unit cost) and cost reimbursement contract for the provision of services to homeless persons. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed **\$1,086,999.99** subject to the availability of funds. The total contract amount shall be allocated as follows:

FISCAL YEAR	ANNUAL FUNDING
16-17	\$107,142.85
17-18	\$489,928.57
18-19	\$489,928.57
<b>Total</b>	<b>\$ 1,086,999.99</b>

**F-1.1.1. Homeless Coalition Activities** – The Department agrees to pay for the service units at the unit price(s) and limits listed below for Coalition Staffing Activities:

FY	UNIT OF SERVICE	UNITS	RATE	TOTAL AMOUNT	FY AMOUNT
16-17	One Month of Homeless Coalition Activities	1	\$8,928.58	\$ 8,928.58	\$107,142.85
16-17	One Month of Homeless Coalition Activities	11	\$8,928.57	\$98,214.27	
17-18	One Month of Homeless Coalition Activities	1	\$8,035.10	\$ 8,035.10	\$96,428.57
17-18	One Month of Homeless Coalition Activities	11	\$8,035.77	\$88,393.47	
18-19	One Month of Homeless Coalition Activities	1	\$8,035.10	\$ 8,035.10	\$96,428.57
18-19	One Month of Homeless Coalition Activities	11	\$8,035.77	\$88,393.47	
					<b>\$299,999.99</b>

**F-1.1.2. Challenge Grant Activities** – The Department agrees to pay for the service units at the unit price(s) and limits listed below for Challenge Grant Activities:

FY	UNIT OF SERVICE	UNITS	RATE	TOTAL AMOUNT	FY AMOUNT
17-18	One Month of Challenge Grant Activities	1	\$14,409.10	\$14,409.10	\$158,500.00
17-18	One Month of Challenge Grant Activities	10	\$14,409.09	\$144,090.09	
18-19	One Month of Challenge Grant Activities	1	\$13,208.37	\$13,208.37	\$158,500.00
18-19	One Month of Challenge Grant Activities	11	\$13,208.33	\$145,291.63	
					<b>\$317,000.00</b>

**F-1.1.3. Emergency Solutions Grant (ESG) Activities** – The Department agrees to reimburse for allowable costs at the limits listed below for eligible ESG Activities:

FY	SERVICE DESCRIPTION	TOTAL AMOUNT
17-18	ESG Service Activities	\$200,000.00
18-19	ESG Service Activities	\$200,000.00
		<b>\$400,000.00</b>

**F-1.1.4. Temporary Assistance for Needy Families (TANF) Activities** – The Department agrees to reimburse for allowable costs at the limits listed below for eligible TANF Activities:

FY	SERVICE DESCRIPTION	TOTAL AMOUNT
17-18	TANF Grant Service Activities	\$35,000.00
18-19	TANF Grant Service Activities	\$35,000.00
		<b>\$70,000.00</b>

## F-2. INVOICE REQUIREMENTS

**F-2.1.** The Provider shall be paid in accordance with the schedule of payment specified in **Section F-1.1**. To receive payment, the Provider shall submit the following no later than 15 days after the completion of each month of service:

Grant Type	Invoice Type	Supporting Documentation to be Submitted Monthly	Supporting Documentation to be Retained or Submitted as Applicable
Staffing Grant	EXHIBIT F1	<ol style="list-style-type: none"> <li>1. <b>Monthly Status Report of Coalition Activities– EXHIBIT C1-A</b></li> <li>2. <b>Performance Data Report – EXHIBIT C1-B</b></li> <li>3. Actual Expenditure Report</li> <li>4. Supporting documentation will randomly be selected for random sampling to ensure accuracy and adherence to provisions of this contract</li> </ol>	<ol style="list-style-type: none"> <li>1. Documentation of all allowable expenses paid which support proof of service delivery (to be submitted as requested by the Contract Manager)</li> <li>2. Source documentation to support proof of service delivery must be maintained</li> </ol>
Challenge Grant	EXHIBIT F2	<ol style="list-style-type: none"> <li>1. <b>Challenge Grant Monthly Status Report – EXHIBIT C2-A</b></li> <li>2. <b>Performance Data Report – EXHIBIT C2-B</b></li> <li>3. Actual Expenditure Report</li> <li>4. HMIS Report supporting services provided (PDF)</li> <li>5. Supporting documentation will randomly be selected for random sampling to ensure accuracy and adherence to provisions of this contract</li> </ol>	<ol style="list-style-type: none"> <li>1. Documentation of all allowable expenses paid which support proof of service delivery (to be submitted as requested by the Contract Manager)</li> <li>2. Source documentation to support proof of service delivery must be maintained</li> </ol>
ESG Grant	EXHIBIT F3	<ol style="list-style-type: none"> <li>1. <b>ESG Grant Monthly Status Report – EXHIBIT C3-A</b></li> <li>2. Actual Expenditure Report</li> <li>3. HMIS Report supporting services provided (csv file and PDF)</li> <li>4. Supporting documentation of all allowable expenses paid which support the request for reimbursement</li> </ol>	<ol style="list-style-type: none"> <li>1. Source documentation to support proof of service delivery submitted and maintained</li> </ol>
TANF Grant	EXHIBIT F4	<ol style="list-style-type: none"> <li>1. <b>TANF Grant Monthly Status Report – EXHIBIT C4-A</b></li> <li>2. <b>Performance Data Report – EXHIBIT C4-B</b></li> <li>3. Actual Expenditure Report</li> <li>4. HMIS Report supporting services provided (csv file and PDF)</li> <li>5. Supporting documentation of all allowable expenses paid which support the request for reimbursement</li> </ol>	<ol style="list-style-type: none"> <li>1. Source documentation to support proof of service delivery submitted and maintained</li> </ol>

**F-2.2.** Invoices submitted for various services under this grant shall be evaluated for completeness and accuracy and submitted for payment independently of each other.

**F-2.3.** Payments may be authorized only for service units on the invoice, which are in accord with the above list and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

- F-2.4.** The Provider may submit invoices and supporting documentation electronically, provided the invoice submission contains a full-color electronic signature by the Provider's designated representative attesting to the completeness and accuracy of the submission and all supportive documentation for payment under cost reimbursement.
- F-2.5.** The Provider shall submit a final invoice for payment no later than **45** days after the end of each State Fiscal Year associated with this Contract, after the expiration of this Contract, or after this Contract is terminated for any reason.
- F-2.5.1.** Failure to submit a timely final invoice will result in a forfeiture of all right to payment and the Department shall not honor any requests submitted after the aforesaid time period.
- F-2.5.2.** The Department shall withhold any payment due until the reports required by **EXHIBIT C5** have been submitted by the Provider and accepted by the Department.
- F-2.6.** Pursuant to section 215.971, F.S., as a Provider or subcontractor of federal or state financial assistance, the Provider may expend funds only for allowable costs resulting from obligations incurred from July 1, 2016 through June 30, 2019, in accordance with the Department of Financial Services Reference Guide For State Expenditures which is incorporated by reference. A copy can be obtained upon request to the Contract Manager or can be located at the Florida Department of Financial Services website.
- F-2.6.1.** Pursuant to section 215.971, F.S., any balance of unobligated funds which has been advanced or paid must be refunded to the Department.
- F-2.6.2.** Pursuant to section 215.971, F.S., any funds paid in excess of the amount to which the Provider or subcontractor is entitled under the terms and conditions of this contract must be refunded to the Department.
- F-2.7.** Payment shall be contingent upon receiving and accepting the invoice and all required reports and supporting documentation submitted to the Contract Manager.
- F-2.8.** The Department shall approve payments following receipt of documentation of compliance with the Performance Measures for Acceptance of Deliverables in **Section D**.
- F-2.9.** If the Provider does not meet a minimum monthly deliverable, financial penalties shall be imposed. The Department shall reduce the payment due for that month by five percent (5%) of the Unit Rate invoice amount (See Payment Schedule chart) for each unattained deliverable.
- F-2.9.1.** In the event of an invoice reduction under **Section F-2.9**, if the Provider subsequently achieves the deliverable during the grant period, the Provider may submit a supplemental invoice, demonstrating the deliverable has been attained and requesting payment of the reduced portion of the original invoice.
- F-2.10.** If the Provider does not meet the same deliverable for three or more consecutive months, the Department shall apply the provisions of **Section 6.1** of the Standard Contract. Corrective action plans required under **Section 6.1** may result in a reduction in future funding under this Contract, at the Department's sole discretion.
- F-2.11. Invoice Approval Process**
- F-2.11.1.** The Department will have up to five (5) working days from receipt of the invoice to approve or disallow proposed expenditures listed. Disallowance of proposed expenditures will result in rejection of the invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the Provider in order to process the invoice for payment. The Provider will have fifteen (15) days from the date of rejection of the initial invoice to correct and resubmit for payment.
- F-2.11.2.** If the Provider does not submit an initial or corrected invoice within the required timeframes on more than 3 occasions, a financial consequence of five percent (5%) of the late invoice amount will be deducted from the invoice payment.

### **F-3. COST REIMBURSEMENT**

- F-3.1.** The ESG Grant is an advance payment/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.
- F-3.1.1.** Costs associated with ESG are funded under the Emergency Solutions Grant and regulated by guidelines set forth in 2 CFR, Part 200, Uniform Grant Guidance.
- F-3.1.2.** Costs associated with carrying out services under this contract will first be paid by the Provider or Subcontractor. The Provider will submit invoices for eligible costs to the Department for reimbursement in accordance with the Department of Financial Services Reference Guide For State Expenditures which is incorporated by reference. A copy can be furnished upon request to the Contract Manager or located at the Florida Department of Financial Services website.
- F-3.1.3.** The Department shall reimburse the Provider up to **\$200,000.00 in FY 17-18 and \$200,000.00 in FY 18-19** for allowable expenditures incurred pursuant to the terms of this contract for a total dollar amount not to exceed **\$400,000.00**, subject to the availability of funds. This project is funded by the Emergency Solutions Grant (ESG) Federal Grant from the Department of Housing and Urban Development.
- F-3.2.** The TANF Grant is a cost reimbursement grant funded by federal funds pursuant to program guidelines under the Temporary Assistance for Needy Families (TANF) Block Grant, 45 CFR, Part 260 and 2 CFR, Part 200, Uniform Grant Guidance.
- F-3.2.1.** This is a cost reimbursement contract. Costs associated with carrying out services under this contract are regulated by guidelines set forth in 2 CFR, Part 200, Uniform Grant Guidance. Payments must first be paid by the Provider or Subcontractor. The Provider will submit invoices for eligible costs to the Department for reimbursement in accordance with the Department of Financial Services Reference Guide For State Expenditures. A copy can be requested upon request to the Contract Manager or located at the Florida Department of Financial Services website.
- F-3.2.2.** The Department shall reimburse the Provider up to **\$35,000.00 in FY 17-18 and \$35,000.00 in FY 18-19** for allowable expenditures incurred pursuant to the terms of this contract for a total dollar amount not to exceed **\$70,000.00**, subject to the availability of funds. This project is funded by the Temporary Assistance for Needy Families (TANF) Block Grant from the Office of Administration for Children and Families.

### **F-4. SUPPORTING DOCUMENTATION REQUIREMENTS**

- F-4.1. Documentation of all expenses incurred under a cost reimbursement grant must accompany the properly completed invoice.** In addition, documentation also includes, but is not limited to the following:
- F-4.1.1.** Professional Service Fees on a time/rate basis. The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate 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-4.1.2.** Postage and Reproduction Expenses. Purchases made from outside vendors must be supported by paid invoices or receipts. Purchases for all in-house postage (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documents.
- F-4.1.3.** Expenses. Receipts are required for all expenses incurred (e.g., office supplies, printing, long distance telephone calls, etc.)

**F-4.2. The Provider must submit an itemized invoice by expenditure category (salaries, travel, expenses, etc.) which includes any and all subcontractor of services under this contract along with required documentation of all expenses for COST REIMBURSEMENT activities. Each Provider is required to maintain, or submit detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Provider is certifying that the detailed documentation to support each item on the itemized invoice is on file and is available for audit.**

**F-4.2.1. SALARIES:** A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable. Costs should only be attributed for direct work on grants billed.

**F-4.2.2. FRINGE BENEFITS:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. Costs associated with staff's salary need to directly be attributed to grant related duties. If the grant 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-4.2.3. TRAVEL:** For all travel expenses, a Department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (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-4.3.** All supporting documentation submitted shall be maintained in support of expenditure payment requests for cost reimbursement contracts. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. 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-4.4.** Service Delivery Documentation. The Provider must maintain records documenting the total number of clients and names (or unique identifiers) of clients to whom services were provided and the date(s) on which services were provided so that an audit trail documenting service provision is available. Any payment requested under the terms of this contract may be withheld until the evaluation and reports due from the Provider, and adjustments thereto have been received and approved by the Department.

**F-5. MYFLORIDA MARKETPLACE TRANSACTION FEE (MFMP)**

**F-5.1.** This contract is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with 60A-1.031(3)(i) F.A.C.

**F-6. MATCH REQUIREMENTS**

**F-6.1.** Pursuant to 420.622(4)(a), Florida Statutes, matching funds or in-kind support in an amount equal to the grant requested is required on the part of the Provider. Match does not require the same type of funding as the incurred expenses, but its source must be used in a manner consistent with providing services to homeless or at risk of homeless for both Challenge and ESG Grants.

**F-6.2.** Pursuant to Title 24, Part 576.201, Code of the Federal Regulations, a match of 100% is required on

for funds received under the ESG Grant. Pursuant to match requirements 24 CFR, Part 100, the Office on Homelessness will pass along the state's match exception of \$100,000 (in total) to providers who lack capacity. These providers will be identified by the Office on Homelessness.

- F-6.3. There must be specific documentation as to the date, amount, and source of all matching contributions.
- F-6.4. Matching funds must be provided after the date of the contract is executed.
- F-6.5. **Eligible Types of Matching Contributions.** The matching requirement may be met by one or both of the following:
  - F-6.5.1. Cash contributions. Cash expended for allowable costs, of the Provider.
  - F-6.5.2. Noncash contributions. The value of any real property, equipment, goods, or services contributed to the Provider's Challenge program, provided that if the Provider had to pay for them with grant funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.
  - F-6.5.3. Calculating the amount of noncash contributions.
  - F-6.5.4. To determine the value of any donated material or building, or of any lease, the Provider must use a method reasonably calculated to establish the fair market value at the time of the donation.
  - F-6.5.5. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the Provider's organization. If the Provider does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.
  - F-6.5.6. Some noncash contributions are real property, equipment, goods, or services that, if the Provider had to pay for them with grant funds, the payments would have been indirect costs. The value of materials used to improve/remodel, the fair market rental value of the space being utilized for the period and/or the lease expense paid by the organization or donated to the organization at fair market value. Volunteer services and donated professional services are to be valued at their actual fair market value within the community. Eligible match includes the value of goods and services, buildings and land, equipment, furnishings, supplies, staff, administrative support, volunteer manpower, donations, grants, cash, contributions, and rent, utility, insurance and maintenance expenditures.

#### F-7. **BUDGET**

F-7.1. The Provider shall submit separate line item budgets and narratives for the Local Homeless Coalition, Challenge, ESG and TANF Grant projects. The budgets must be approved in writing by the Contract Manager. Changes to the budget do not require an amendment unless the change is an overall budget reduction. All changes must be approved in writing by the Contract Manager prior to implementation.

- F-7.1.1. **Budget Changes.** The Provider must submit to the Department a written request for budget changes and obtain written approval before a change is implemented. Such changes between categories may be allowed if the following conditions are met and do not require an amendment:
  - F-7.1.1.1. There is no change in the scope or objectives of the contract.
  - F-7.1.1.2. The changes do not increase or decrease the original dollar amount in the total budget.
  - F-7.1.1.3. There is another category in the budget from which funds can be shifted.
  - F-7.1.1.4. The changes do not involve establishing a new category or totally eliminating a category.

- F-7.1.1.5.** Budget changes which do not meet the above conditions may require a properly executed contract amendment, signed by the Provider and the Department on or before the effective date for implementation of the specified change.

**F-8. FINANCIAL CONSEQUENCES**

- F-8.1.** This contract shall have financial consequences related to failure of the Provider to perform under the terms of the contract and pursuant to section 287.058(1)(h) and 215.971(1)(c), Florida Statutes. The Provider shall make payable to the Department the amount of the penalty within thirty (30) days after being notified in writing by the Contract Manager. If the Provider fails to reimburse the Department, the Department has the right to refuse to grant any new contract or contract awarded through the Department for any services, until said reimbursement is received.
- F-8.2.** Should the Provider fail to meet the performance measures for the acceptance for deliverables specified in **Section D.4**, the Department, after determining the absence of mitigating circumstances, shall impose a financial consequence of five percent (5%) of the amount that would otherwise be due to the Provider for the period of non-compliance and deduct said amount from each invoice.
- F-8.3.** In the event of an invoice reduction under **Section F-8.2.**, if the Provider subsequently exceeds the same performance measure during the subsequent invoice period by the same or greater percentage than in the reduced invoice period, the Provider may submit a supplemental invoice, demonstrating the measure has been subsequently attained and request payment of the reduced portion of the original invoice.
- F-8.4.** If the Provider does not meet the same performance measure for three or more consecutive months, the Department shall apply the provisions of **Section 6.1** of the CF Integrated Standard Contract 2016. Corrective active plans required under **Section 6.1.** may result in a reduction in future funding under this Contract, at the Department's sole discretion.
- F-8.5.** If the Provider does not submit an initial or corrected invoice within the required timeframes on more than three (3) consecutive occasions, a financial consequence of five percent (5%) of the late invoice amount will be deducted from the invoice payment that marked the third late submission.

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# **EXHIBIT F1** **Fixed Price** **Monthly Invoice**

## **Homeless Coalition Staffing Grant**

<b>PROVIDER NAME</b>	Miami-Dade County Homeless Trust	<b>CONTRACT NO.</b>	KP004
<b>ADDRESS</b>	111 NW 1 <sup>st</sup> Street, 27 <sup>th</sup> Floor Miami, FL 33128	<b>FEID #:</b>	59-6000573
<b>INVOICE NUMBER</b>		<b>INVOICE PERIOD</b>	
<b>Service Month</b> (Insert Month and Year)	<b>Service Unit Description</b> Homeless Coalition Supporting Activities	<b>Service Units</b> 1	<b>Rate</b> \$
<b>Number of Required Activities:</b> 3		<b>Number of Required Activities Provided:</b>	
<b>TOTAL AMOUNT OF PREVIOUS PAYMENTS</b>	\$	<b>INVOICE AMOUNT</b>	\$
<b>TOTAL GRANT AMOUNT</b>	\$	<b>GRANT BALANCE AFTER THIS PAYMENT</b>	\$

### **CERTIFICATION & APPROVAL**

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 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.

<b>Authorized Signature</b>	<b>Authorized Name and Title (Print)</b>
<b>Date Submitted</b>	

<b>Minimum Number of Required Activities to be Provided</b>	<b>Actual Number of Required Activities Provided</b>
3	
<b>Minimum Service Levels Met?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	

<b>For DCF Contract Manager Use Only</b>	
Date Invoice Received: _____	
Date Goods/Services Received: _____	
Date Goods Inspected and Approved: _____	
Date Invoice Approved: _____	
Contract Manager: _____	
Contract Manager Signature: _____	

Financial Consequences Applied? ☐ YES ☐ NO

Description: \_\_\_\_\_

Reduction Amount: \$ \_\_\_\_\_ Total Payment Amount: \$ \_\_\_\_\_



## EXHIBIT F2

### Homeless Unified Contract Monthly Invoice and Match Report

### Challenge Grant

<b>PROVIDER NAME</b>	Miami-Dade County Homeless Trust	<b>CONTRACT NO.</b>	KP004
<b>ADDRESS</b>	111 NW 1 <sup>st</sup> Street, 27 <sup>th</sup> Floor Miami, FL 33128	<b>FEID #:</b>	59-6000573
<b>INVOICE NUMBER</b>		<b>INVOICE PERIOD</b>	
<b>Service Month</b>	<b>Service Unit Description</b>	<b>Service Units</b>	<b>Rate</b>
Insert Month and Year	Challenge Grant Supporting Activities	1	\$
<b>Minimum # of Households to be Served Monthly:</b>		<b>Actual # of Households Served:</b>	
4			
<b>INVOICE AMOUNT</b>	\$	<b>TOTAL AMOUNT OF PREVIOUS PAYMENTS</b>	\$
<b>TOTAL GRANT AMOUNT</b>	\$	<b>GRANT BALANCE AFTER THIS PAYMENT</b>	\$
<b>MATCH AMOUNT</b>	\$	<b>MATCH AMOUNT YTD</b>	\$

#### CERTIFICATION & APPROVAL

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 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.

**Authorized Signature**  
**Date Submitted**

**Authorized Name and Title (Print)**

#### CONTRACT MANAGER ONLY

Minimum Service Levels Met? ☐ YES ☐ NO      Financial Consequences Applied? ☐ YES ☐ NO  
Description: \_\_\_\_\_

Reduction Amount: \$ \_\_\_\_\_ Recoupment of Advance: \$ \_\_\_\_\_

**Source of Match:**

**For DCF Contract Manager Use Only**

Date Invoice Received: \_\_\_\_\_  
Date Goods/Services Received: \_\_\_\_\_  
Date Goods Inspected and Approved: \_\_\_\_\_  
Date Invoice Approved: \_\_\_\_\_  
Contract Manager: \_\_\_\_\_  
Contract Manager Signature: \_\_\_\_\_



# **EXHIBIT F3** **Cost Reimbursement** **Monthly Invoice and Match Report**

## **Emergency Solutions Grant**

<b>PROVIDER NAME</b>	Miami-Dade County Homeless Trust	<b>CONTRACT NO.</b>	KP004
<b>ADDRESS</b>	111 NW 1 <sup>st</sup> Street, 27 <sup>th</sup> Floor Miami, FL 33128	<b>FEID #:</b>	59-6000573
<b>INVOICE NUMBER</b>		<b>INVOICE PERIOD</b>	
<b>Minimum # of Households To Be Served Monthly:</b>	<b>5</b>	<b>Actual # of Households Served:</b>	
<b>Minimum Service Levels Met?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<b>Financial Consequences Applied?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Match Reported This Period: \$</b>		<b>Match Reported YTD: \$</b>	
<b>Source of Match:</b>			

Line Items	Approved Budget	Amount this Invoice	Total Expenditures to Date	Budget Remaining
ESG Rapid Re-Housing (60303021209)	\$	\$	\$	\$
ESG Homeless Prevention (60303024209)	\$	\$	\$	\$
ESG Administration (60303022209)	\$	\$	\$	\$
ESG HMIS (60303023209)	\$	\$	\$	\$
<b>SUB-TOTAL</b>	\$	\$	\$	\$
<b>FOR USE BY THE CONTRACT MANAGER ONLY</b>				
<b>Financial Consequences</b>	\$	\$	\$	\$
<b>TOTAL</b>	\$	\$	\$	\$

*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

Date

Title of Provider Agency Official



# **EXHIBIT F4** **Cost Reimbursement** **Monthly Invoice and Match Report**

## **Temporary Assistance To Needy Families Grant**

<b>PROVIDER NAME</b>	Miami-Dade County Homeless Trust	<b>CONTRACT NO.</b>	KP004
<b>ADDRESS</b>	111 NW 1 <sup>st</sup> Street, 27 <sup>th</sup> Floor Miami, FL 33128	<b>FEID #:</b>	59-6000573
<b>INVOICE NUMBER</b>		<b>INVOICE PERIOD</b>	
<b>Minimum # of Households To Be Served Monthly:</b>	<b>1</b>	<b>Actual # of Households Served:</b>	
<b>Minimum Service Levels Met?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<b>Financial Consequences Applied?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO

<i>Line Items</i>	<i>Approved Budget</i>	<i>Amount this Invoice</i>	<i>Total Expenditures to Date</i>	<i>Budget Remaining</i>
Past Due Rent or Mortgage Assistance	\$			
Past Due Utility Assistance – electric, gas, water, and sewer only	\$			
Case Management	\$			
Grant Administration (maximum 3%)	\$			
<b>SUB-TOTAL</b>	\$			
<b>FOR USE BY CONTRACT MANAGER ONLY</b>				
<b>Financial Consequences</b>	\$	\$	\$	\$
<b>TOTAL</b>	\$	\$	\$	\$

*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.*

<b>Signature of Provider Agency Official</b>	<b>Date</b>	<b>Title of Provider Agency Official</b>
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For DCF Contract Manager Use Only
Date Invoice Received: _____
Date Goods/Services Received: _____
Date Goods Inspected and Approved: _____
Date Invoice Approved: _____
Contract Manager: _____
Contract Manager Signature: _____

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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 \$750,000 or more in federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the federal awards expended during its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Children & Families, federal government (direct), other state agencies, and other non-state entities. The determination of amounts of federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

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

#### **PART II: STATE REQUIREMENTS**

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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

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

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

### **PART III: REPORT SUBMISSION**

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

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

Email address: [HQW.IG.Single.Audit@myflfamilies.com](mailto:HQW.IG.Single.Audit@myflfamilies.com)

- C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450  
Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

### **PART IV: RECORD RETENTION**

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

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

## ATTACHMENT 2

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

### Section 1. Definitions

#### 1.1 Catch-all definitions:

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

#### 1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

### Section 2. Obligations and Activities of Business Associate

#### 2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;
- 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the Provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

### **Section 3. Permitted Uses and Disclosures by Business Associate**

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

- 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
- 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
- 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
- 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
- 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).
- 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
- 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

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

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

#### **Section 5. Termination**

- 5.1 Termination for Cause
  - 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
    - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

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- 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.



## ATTACHMENT 3

### CERTIFICATION REGARDING LOBBYING

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

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

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

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

Signature: Russell Bergard Date: 6/5/17

Application or Contract ID Number: KP004

Name of Authorized Individual Application or Contractor: Miami Dade County Homeless Trust

Address of Organization: 111 NW 1st Street, 27th Floor, Miami, FL 33128

**MIAMI-DADE COUNTY HOMELESS TRUST  
REQUEST FOR APPLICATIONS (RFA)  
STATE CHALLENGE GRANT, TEMPORARY ASSISTANCE FOR  
NEEDY FAMILIES & STATE HOUSING INITIATIVES PARTNERSHIP**

A PRE-APPLICATION WORKSHOP FOR INTERESTED RESPONDENTS WILL BE HELD at 2:00 p.m. on Friday, June 2, 2017 at the Steven P. Clark Center, 111 NW 1<sup>st</sup> Street, Conference Room 18-3, Miami, Florida, 33128.

Please read the solicitation carefully and in its entirety. Attendance to the Pre-Application Workshops is strongly recommended.

We invite government entities, public and private homeless non-profit providers to review this RFA, Federal and State regulations prior to applying. A brief Technical Assistance session will be provided for new provider agencies at the conclusion of the Pre-Application Workshop held on Friday, June 2, 2017.

Responses to this RFA for new project applications are due at the address shown below no later than 2:00 pm eastern standard time on Thursday, June 22, 2017. **NO EXCEPTIONS WILL BE MADE TO THE 2:00 P.M. DEADLINE.** Submissions must be made to:

Miami-Dade County  
Clerk of the Board of County Commissioners  
Stephen P. Clark Center  
111 N.W. 1<sup>st</sup> Street  
17th Floor - Suite 17-202  
Miami, FL 33128

The responsibility for submitting a response to this proposal at the Office of the Clerk of the Board of County Commissioners on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The County in no way will be responsible for delays caused by the United States Mail delivery or caused by any other occurrence. **Proposals may not be faxed or e-mailed.**

**THIS PROPOSAL IS SUBJECT TO THE CONE OF SILENCE, ORDINANCE 98-106.**

*Please contact the Homeless Trust if the Request for Application document is required in an alternative format or language. Miami-Dade County is not liable for any cost incurred by the applicant in responding to the Request for Applications, and we reserve the right to modify or amend the application deadline schedule if it is deemed necessary or in the interest of Miami-Dade County. Miami-Dade County also reserves the right to accept or reject any and all applications, to waive technicalities or irregularities, and to accept applications that are in the best interest of Miami-Dade County. Miami-Dade County provides equal access and opportunity in employment and services and does not discriminate on the basis of age, gender, race or disability.*

## **I. BACKGROUND/PURPOSE**

The CoC Program (24 CFR part 578) is designed to promote a community-wide commitment to the goal of ending homelessness; to provide funding for efforts by nonprofit providers, States, and local governments to quickly re-house homeless individuals, families, persons fleeing domestic violence, and youth while minimizing the trauma and dislocation caused by homelessness; to promote access to and effective utilization of mainstream programs by homeless; and to optimize self-sufficiency among those experiencing homelessness. The Homeless Trust serves as the Collaborative Applicant (CA) on behalf of the Miami-Dade County Continuum of Care (MDCCC), for funding made available from the State Office on Homelessness.

Through this solicitation, the Homeless Trust is currently seeking applicants to provide Rental Assistance with support services. Rental Assistance includes Prevention and Rapid Re-Housing (RRH) to homeless households who pose moderate vulnerability (score of 5-9) using the Vulnerability Index, Service Prioritization Decision Assistance Tool (VI-SPDAT); chronic adults on the Permanent Housing waiting list; non-chronic long-term homeless, families, long-term stayers of ES, survivors of violence, or unaccompanied youth experiencing homelessness. Successful respondents will be expected to 1) Incorporate Case Management services to develop a housing plan, visit the home regularly to monitor progress and teach skills to sustain housing, and when appropriate, refer households to resources providing cash assistance, employment or health services. 2) Incorporate Housing Navigation to help households identify and contract with landlords offering affordable housing. 3) Follow the Coordinated Entry (CE) process, also known as Coordinated Outreach Assessment and Placement (COAP) policy. This requires accepting referrals of households at imminent risk of homelessness, or referrals from the MDCCC participating Street Outreach, Emergency Shelter (ES), and Transitional Housing (TH). 4) Budget for moving costs, utility payments, and deposit assistance. Inclusion in the application for funding does not guarantee funding by DCF.

All respondents seeking to compete for this funding opportunity are subject to the timeline in Section II. below. Applications received pursuant to this RFA will be selected and ranked by a committee appointed by the County Mayor comprised of subject matter experts and County staff with experience in the relevant areas specific to the grant programs. The criteria for selection and ranking are set forth in Section XII of this document.

### **i. SHIP**

Through the State Housing Initiatives Program (SHIP), approximately \$1,571,381.00 funds will be awarded over two years to serve renter households that are in need of assistance for: 1) security and utility deposit assistance; 2) eviction prevention not to exceed 6 months' rent; and/or 3) rent subsidies for up to 12 months. To be eligible for rent subsidies, the household receiving assistance must include at least one adult who is a person with special needs as defined in the 2015 Florida Statutes S. 420.0004 or homeless as defined in S. 420.621. It is recommended that households with very-low income receive all three types of rental assistance (deposits, eviction prevention, and rent subsidies) because they have the greatest need and fewest resources. In terms of the statute, however, only the third category of assistance (e.g., rent subsidies) must be restricted to very low income applicants.

SHIP funds from Miami-Dade Public Housing and Community Development (PHCD), the City of Hialeah, and the City of Miami Gardens have been cobbled to create this funding opportunity. Additional funds are subject to other entitlement jurisdictions amending their Local Housing Assistance Plan. Miami-Dade Homeless Trust will provide \$300,000 annually to match to the respondent(s) selected as part of this RFA.

Respondents will be expected to describe how they will administer the program, and leverage other resources to maximize the number of households' receiving rental assistance. A two-year grant term will be sought; proposed awards will be subject to availability of funds.

## ii. Challenge Grant

The Challenge Grant program is authorized by section 420.622(4), Florida Statutes, to provide grant funding to lead agencies of homeless assistance Continuums of Care (CoC).

The Homeless Trust is seeking applications to fund new Rapid Re-Housing (RRH) offering short to medium-term rent assistance as part of the state Challenge Grant. Eligible activities include rental assistance, utility and security deposits, assistance with storage, inspections, moving costs, program administration, and case coordination. The funding request may not exceed \$317,000 for two years. A two-year grant term will be sought; awards will be subject to the state's funding allocation. Applicants must be able to demonstrate a one hundred percent (100%) match for the programs being solicited, and explain how they will sustain the program after June 30, 2019.

## iii. TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)

In 2013, the Florida Legislature created Temporary Assistance for Needy Families, a Homelessness Prevention Grant program to provide emergency financial assistance to families facing the loss of their current housing due to a financial or other crisis. The Office on Homelessness is authorized to provide homelessness prevention grants annually to the lead agencies designated for the local homeless assistance continuums of care in the state. The intent of the program is to assist families to prevent them from becoming homeless, and to enable them to remain stably housed following the assistance provided.

100% of the TANF application shall be available to fund new Prevention. Funding requests should not exceed \$70,000.00 for two years. A two-year grant term will be sought; awards will be subject to the state's funding allocation. Applicants must be able to demonstrate a one hundred percent (100%) match for the programs being solicited, and explain how they will sustain the program after June 30, 2017.

For this solicitation, a start date of July 1, 2017 is anticipated with an expiration date of June 30, 2019. Only those expenses incurred during the grant period are eligible for reimbursement.

The MDCCC encompasses all local entitlement jurisdictions. The Homeless Trust, the Collaborative Applicant for state homeless funding, is soliciting projects submitted by Project Applicants (also referred to as sub-recipients) selected through the Request for Applications (RFA) process set forth in this document.

### **IMPORTANT INFORMATION ALL APPLICANTS SHOULD KNOW**

Inclusion in the Challenge Grant, SHIP, and TANF applications on behalf of the Homeless Continuum of Care program collaborative application does not guarantee funding from the state. New project applications may be subject to negotiation beyond the Selection Committee recommendations. As such, selected providers may be asked for a best and final offer adjusting their budgets up or down, to serve more or less households, depending on the funding made available by the state.

### **THINGS YOU SHOULD KNOW ABOUT THIS SOLICITATION**

Trust staff will review solicitations for completeness and ask respondents for missing information. The selection committee will score new project applications on their own, and be allowed to make changes to

scoring during oral presentations. Respondents are being asked to provide all their responses electronically, in their original format (word, excel, PDF). Details on the structure of the RFA responses are provided in section VI. *Contents of Application*.

The HEARTH Act requires local communities to collaborate on ending homelessness; this compels Collaborative Applicants to utilize state funding to focus on funding priorities in the local homeless plan, adopt a Coordinated Entry Process, and move to a Housing First model.

All RFA respondents are encouraged to familiarize themselves with the following terms: *Coordinated Entry System, Chronically Homeless, Collaborative Applicant, Continuum of Care, Homeless, Permanent Housing, and Private Nonprofit Organization*.

In addition, the following terms and concepts are used in this RFA to define concepts that pertain specifically to this application process:

- a. *Housing First*. A model of housing assistance that is offered without preconditions (such as sobriety or a minimum income threshold) or service participation requirements, and rapid placement and stabilization in permanent housing are primary goals. The model often times incorporates an Assertive Community Treatment approach designed to engage and work with program participants where they are.
- b. *Rapid Re- Housing*. Rapid Re-Housing means short- to medium-term rental assistance with support services for homeless households. Generally, rental assistance (RA) and support services are designed to enable the households to live independently. RA may include security deposits and last month's rent, in addition to paying contracted rent. MDCCC limits tenancy in RRH assistance to one year and shall be initiated with the execution of a rental agreement.
- c. *Prevention*. Prevention means rent in arrears or short- to medium-term rental assistance with support services for households at risk of becoming homeless. Generally, rental assistance (RA) is designed to enable the household to stay in their home, or move into another property without their entering shelter. RA may include security deposits and last month's rent, in addition to paying contracted rent.
- d. *Supportive services*. Supportive services offer households the necessary tools to increase income, access necessary resources, and remain housed. Support services may include medical and behavioral health services, advocacy or case management, supportive employment, and legal aide. For the purpose of the SHIP funds and Challenge grant, minimum support services sought include case management and housing navigation.
- e. *Housing Navigation*. Housing Navigation is a type of case management that is housing focused. Navigators assist program participants to identify an affordable property, complete required housing documents, and link them to resources to assist with other housing resources such as furniture assistance.

## II. TIMELINE FOR DEVELOPMENT OF THE APPLICATION

In light of state and local requirements and deadlines, the timeline for this RFA process is as follows:

RFA Applications Available	9:00 am Friday, June 2, 2017
RFA Pre-Application Workshop Stephen P. Clark Center, 18-3 111 NW 1 <sup>st</sup> Street, Miami, Florida	2:00 pm – 4:00 pm Friday, June 2, 2017
Deadline for Submittal of Written Questions - RFA	12 Noon Friday, June 9, 2017
Response to Written Questions - RFA	5:00 pm Monday, June 12, 2017
Deadline for Submission of RFA Applications <b>Clerk of the Board of County Commissioners</b> <b>111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, #17-202, Miami, Florida</b>	2:00 pm <b>(no exceptions)</b> Thursday, June 22, 2017
Selection Committee Review and Scoring of RFA	June 26-28, 2017

Applications on their own	
Selection Committee final scoring & opportunity for oral presentations from applicants 111 NW 1 <sup>st</sup> Street, Miami, Florida 27 <sup>th</sup> Floor, Homeless Trust Conference Room	9:00 a.m.to 5:00 pm Thursday, June 29, 2017
Notification to applicants regarding recommendations	Friday, June 30, 2017
Deadline for written appeals	5:00 p.m. Thursday, July 6, 2017
Miami-Dade County Homeless Trust Executive Committee hears appeals and approves recommendations of applications submitted in response to this RFA 111 NW 1 <sup>st</sup> Street, 18th floor, Miami, Florida Conference Room 18-4	9:30 am Friday, July 14, 2017

***Miami-Dade County reserves the right to modify this schedule if necessary and in the best interest of the County.***

### **III. RFA PRE-APPLICATION/TECHNICAL ASSISTANCE WORKSHOPS**

An RFA Pre-Application Workshop will be held beginning at 2:00 pm on Friday, June 2, 2017 at the Stephen P. Clark Center, Conference Room 18-3, 111 NW 1<sup>st</sup> Street, Miami, Florida, 33128. Attendance to the Pre-Application workshop is not required but is strongly recommended. If you need assistance, please come to this workshop with your questions.

We invite government entities, public and private homeless non-profit providers to review this RFA prior to applying for this funding opportunity. Please remember that new projects must meet the identified priorities for the MDCCC, which are referenced on Section V. of this document.

Please note that any additional questions that proposers may have after the workshop has concluded must be submitted in writing to the designated contact person below by no later than noon on Friday, June 9, 2017.

The contact person for all inquiries related to this RFA is Manny Sarria, Asst. Executive Director, Miami-Dade County Homeless Trust, Stephen P. Clark Center, 111 N.W. 1st Street, Suite 2710, Miami, Florida, [mannys@miamidade.gov](mailto:mannys@miamidade.gov), or via fax at (305) 375-2722

#### **A. CONE OF SILENCE**

Proposers are hereby advised that this solicitation is subject to the Cone of Silence, in accordance with Ordinance 98-106, as may be amended. From the time of advertising until the County Mayor issues a recommendation, there is a prohibition on communication with the County's professional staff. The Ordinance does not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations, public presentations made to the Board of County Commissioners during any duly noticed meeting, communications in writing at any time with any county employee, official or member of the Board of County Commissioners, unless specifically prohibited by applicable RFA documents. Any questions, explanations or other requests desired by Proposer(s) regarding this RFA must be requested to the Contact Person (see above). Additionally, a copy of all written communications must be filed with the Clerk of the Board, 111 N.W. 1<sup>st</sup> St., 17<sup>th</sup> floor, Suite 17-202, Miami, Florida, 33128-1083. Among other penalties, violation of these provisions by any particular proposer shall render any RFA award to such proposer voidable. Proposers should reference the actual ordinance for further clarification.

The individuals listed below will be available to assist interested applicants regarding the federal and state regulations governing this program and other applicable restrictions and basic technical requirements.

You may contact the following individuals if you need assistance with the technical requirements of the application. These individuals will not be able to discuss any specific proposal/concept:

- Terrell Thomas-Ellis, Contracts Manager, Homeless Trust, (305) 375-1490
- Manny Sarria, Asst. Executive Director, Homeless Trust, (305) 375-1490

#### **IV. THRESHOLD REQUIREMENTS**

1. Any agency seeking funding pursuant to this Request for Applications (RFA) must be a government entity, public or private non-profit. Whenever applicable, proof of non-profit status (IRS 501 (C) 3 documentation) must be provided at the time of application submission. For-profit entities **are not** eligible to apply for the USHUD or state grants being solicited as part of this RFA.
2. All projects providing residential services are subject to state and local licensing requirements.

#### **V. NEEDS PRIORITIES AND PRIORITIZATION OF PROJECTS**

Earlier this year, the MDCCC's Continuum of Care (CoC) Sub-Committee and Board reviewed the Homeless Plan. This process involved extensive input from the community, including input from formerly homeless persons and homeless providers. All of these meetings were publicly noticed.

A Collaborative Application will be submitted on behalf of the Miami-Dade CoC for the state funding solicitations. The amounts solicited from the state are subject to the state appropriations and allocations for Miami-Dade County.

Please note that unless otherwise approved by the state solicitation or the Trust, administrative funding for the state and local solicitation cannot exceed eight percent (8%) of the grant award being requested.

The Selection Committee reserves the right to recommend adjustments to the maximum amounts per category based on annual renewal needs/budgets, or to adjust individual project funding requests in order to fund additional projects. These recommended adjustments may be made to coincide with under-expenditure of previously awarded funds. The Selection Committee also has the discretion to deviate from the foregoing process based on the quantity and quality of the proposals submitted, and may reduce funding requests and adjust the maximum funding within/between priorities categories as deemed necessary. They also have the discretion to deviate from the foregoing process based on the quantity and quality of the proposals submitted to ensure that a property with a capital investment is duly considered. That said, any project with a capital investment that would, based on scoring, rank poorly, will be reviewed for potential placement on a Performance Improvement Plan, and/or future reduction in operational funding.

#### **VI. CONTENTS OF APPLICATION**

Please refer to the RFA Checklist (***Attachment 1***) for instructions on how to submit your application. Proposals should follow the order and format for the submission of documents as delineated in the Checklist. Please read the instructions carefully for those documents that are only required to be submitted with the ORIGINAL copy of a project proposal.

***REMINDER: Project applications are due no later than 2:00 p.m. on Thursday, June 22, 2017.***

There are no exceptions to this deadline.

Applications **can only** be submitted to the Clerk of the Board of County Commissioners, 111 N. W. 1st Street, 17th Floor - 202, Miami. **One (1) original, five (5) copies, and one (1) electronic version of ALL attachments in their original format (on computer disc or flash drive)** must be delivered to the Clerk of the Board at the address listed above, on or before the due date, **ONLY** between the hours of 9:00 a.m. – 4:00 p.m., Monday – Friday, *except on the application due date, when the deadline to submit is no later than 2:00 pm.* The Application Form (***Attachment 2***) must be signed by an officer of the agency who is legally authorized to enter into a contractual relationship in the name of the applicant. A current list of the agency's Board of Directors must be included with project applications soliciting funding.

IMPORTANT: All applications must be submitted on time, including copies. An original and the required copies must be submitted for EACH application for which funding is being requested.

***Please refer below to the information that must be provided for all project applications.***

### **A. PROJECT APPLICATIONS**

Please refer to the RFA Checklist, Attachment 1, for a listing of all required documents that must be submitted:

- i. Project Summary (Attachment 8)
- ii. Detailed Budget and Budget Narrative (Attachment 12). Proposers must prepare and submit a detailed line item budget and budget narrative for the program for which funding is being requested, that provides details on how the funding request was developed.
- iii. Affidavits  
Please sign and include one copy of the attached Affidavit regarding applicable County Affidavits with your original application (**Attachment 4**)
- iv. Applicants must complete the Previous Contractual Relationship Review Form (**Attachment 5**) to demonstrate their performance in non-Trust funded programs. Submit one copy with your original application.
- v. RFA Checklist  
Please complete the RFA Checklist, (**Attachment 1**), checking off the list of all documents which must be submitted.
- vi. Application Form  
The Application Form (**Attachment 2**) must include the names and phone numbers for all parties who are authorized to respond to questions during oral presentations.
- vii. MOU with other service providers  
Whenever applicable, responses that involve subcontracts or a multi-agency collaboration, the lead applicant must provide a formal MOU between the providers performing the proposed activities (**Attachment 14**).
- viii. All applicants must complete and submit one Acknowledgement of Addenda (**Attachment 6**) with the original application.
- ix. A copy of the 501 (c) (3) status and list of Board of Directors is required for non-profit applicants (**Attachment 13**). Submit one with your original application.
- x. List of Board of Directors for the primary applicant (**Attachment 9**). Submit one with your original application.
- xi. Most recent independent audit of financial statements (**Attachment 10**). Submit one with your original application.
- xii. HMIS APR -or- report from equivalent database between 7/1/16-5/1/17 (**Attachment 11**).
- xiii. Applicants must sign an Intent to Start Work (**Attachment 15**) in order to be considered for funding. The Intent to Start Work is used by selected respondents to notify the Homeless Trust they are ready to start work in July 2017. Submit one with your original application.

### **B. ASSEMBLY INSTRUCTIONS**

Please refer to the RFA checklist (**Attachment 1**) to assist you in assembling the application for submission. In order to ensure that all information is readily and easily available to the Selection Committee for review, it is important that the information be provided, electronically, as requested. One printed original, must be completed and labelled "Original." Originals and copies should be bound in sequential order following the order provided in Attachment 1.

### **C. ATTACHMENTS**

Please refer to the RFA checklist (**Attachment 1**) to assist you in assembling the application for submission. Attachments should be organized in the order outlined on the checklist. Below is a list of all attachments.

Attachment 1	RFA Checklist (1 original and 5 copies)
Attachment 2	Application Form (1 original and 5 copies)
Attachment 3	Performance Measures (Do not return)
Attachment 4	Miami-Dade County Affidavits (1 original)
Attachment 5	Previous Contractual Relationship Review Form (Applicants who are not currently funded by the Homeless Trust – 1 original)
Attachment 6	Acknowledgement of Addenda (1 original)
Attachment 7	Scoring Guidelines (Do not return)
Attachment 8	Project Summary (1 original)
Attachment 9	Board of Directors listing (1 original)
Attachment 10	Independent Audit of Financial Statements (1 original)
Attachment 11	HMIS APR between 7/1/16-5-1-17 -or- report from comparable database (1 original and 5 copies)
Attachment 12	Detailed project budget and budget narrative (1 original and 5 copies)
Attachment 13	501 (C) (3) Not-for-Profit documentation (1 original)
Attachment 14	Memorandum of Agreement with partner agency(ies) (1 original and 5 copies)
Attachment 15	Intent to Start Work (1 original)

## **VII. INFORMATIONAL ITEMS AND RESOURCES**

Informational items can be found on our website at [www.homelesstrust.org](http://www.homelesstrust.org) and resources are being emailed to all interested applicants that attended and signed into the Pre-application Workshop or signed for a copy of the RFA.

## **VIII. MONTHLY FAIR MARKET RENTS - MIAMI-DADE COUNTY:**

The following is a list of the current local Fair Market Rents (FMRs) in Miami-Dade County for use in those applications which require said information: (Note: USHUD and PHCD may adjust these figures upon award.)

Fair Market Rents Effective November 1, 2016								
	SRO	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Fair Market Rent	\$623	\$831	\$1,020	\$1,295	\$1,728	\$2,073	\$2,384	\$2,695
Payment Standard	\$574	\$765	\$963	\$1,235	\$1,651	\$1,963	\$2,257	\$2,551

## **IX. MATCHING FUNDS/LEVERAGING**

### ***Local Process***

The F&B funding being solicited as part of this RFA does not require a match.

### ***State Process***

The state solicitation for TANF and Challenge require a 100% match, meaning respondents must show \$1 match for every \$1 they request as part of their proposal. Match has to be provided from a source other than the State funding.

## **X. OUTCOME/PERFORMANCE MEASUREMENTS**

Program performance and utilization, including occupancy and expenditure rates, will be considered in the evaluation of applications based on the most recent APR and HMIS data, or equivalent data provided by

the applicant.

Project performance will be measured based on the following factors:

1. Rating of narrative responses provided in Project Summary, Budget and Budget Narrative;
2. Data obtained from the most recently submitted APR or equivalent database for projects not participating in HMIS;
3. Projects will be compared to like projects.

## **XI. SELECTION CRITERIA**

The Selection Committee will, on their own, review and score RFA responses between June 26-28, 2017. The committee will convene for oral presentations and submit their final scores on Thursday, June 29, 2017 between 9:00 a.m. and 5:00 p.m. at 111 NW 1<sup>st</sup> Street, 27<sup>th</sup> Floor conference room, Miami, Florida. Attendance to oral presentation is required for applicants submitting an application. Someone designated by an authorized agent of the agency seeking funding who is familiar with the application, must be present. The Selection Committee may choose to ask questions about project applications during oral presentations. Each provider will be given an opportunity to make statements about their application during reasonable opportunity to be heard. The Application Form (**Attachment 2**) must include the names and phone numbers for all parties who are authorized to respond to questions during oral presentations.

### **CRITERIA FOR SCORING PROJECT APPLICATIONS:**

#### **A. APPLICANT EXPERIENCE AND PERFORMANCE – TOTAL OF 18 POINTS**

1. Past experience of applicant, its employees, or its partners/ subcontractors in providing the solicited service	4 Points
2. Past experience of applicant in maximizing the use of mainstream resources	4 Points
3. Past experience of applicant in leveraging resources through partnerships among agencies	4 Points
4. For projects participating in HMIS: Annual Progress Reports for similar projects are submitted on time and reflect achievement of HUD priorities (1) exits to and retention in, permanent housing and (2) program fiscal utilization. For proposals that are new to the CoC and do not have an HMIS record, respondents may submit: (1) a record of system performance from an equivalent database that is validated by a third party payer, and (2) a compelling explanation of the agency's connections to this community which positions them to serve homeless households considering the HUD priorities and achievement of HUD System Performance Measures	6 Points
5. Proposer received a significant audit finding(s) and failed to provide an acceptable explanation of a finding(s) from the County's due diligence review after a cure period, and/or failed to submit copies of recent monitoring reports with significant audit finding(s) from major funding sources.	-4 Points

#### **B. SCOPE OF SERVICES – TOTAL OF 24 POINTS**

1. Proposal describes how the project will comply with the CoC's Coordinated Entry procedures	4 Points
2. Proposal describes how housing plans are developed and strategies for serving populations including chronic homeless adults on the Permanent Housing waiting list; non-chronic long-term homeless; families, survivors of violence, or unaccompanied youth experiencing homelessness	4 Points
3. Proposal describes resources dedicated to housing identification (navigation), how projects will remove barriers to program entry (history of homelessness, poor credit, past evictions, lack of income), and assistance provided with move-in, or in the case of prevention, housing stabilization	4 Points
4. Proposal describes the type, scale and location of the proposed housing and services and how housing choice will be incorporated	4 Points

5. Proposal describes case management services provided to help households address barriers that prevent access to or stability in housing (such as addressing credit history, debt issues, explaining lease agreements, navigating transportation issues and family conflicts)	4 Points
6. Proposal describes how individuals and families will be assisted following housing placement, or in the case of prevention, housing stabilization (accessing other services, including public benefits, health care, job training, employment), and how program will work to minimize and/or prevent program evictions	4 Points

**C. APPLICANT CAPACITY- AND PERFORMANCE – TOTAL OF 8 POINTS**

1. Proposed timeline for project implementation and occupancy is reasonable, with services to begin in July 2017	4 Points
2. Agency demonstrates timely implementation of past projects	4 Points

**D. DETAILED BUDGET AND JUSTIFICATION - UP TO 8 POINTS**

1. Proposed project budget is: a. clear, easily understandable to raters b. detailed, as evidenced by a comprehensive budget narrative c. reasonable, as evidenced by including only allowable activities, and d. cost effective, as compared to other projects providing the same component	8 Points
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**E. SUPPLEMENTAL RESOURCES – UP TO 4 POINTS**

1. Projects that demonstrate the extent to which the amount of assistance to be provided will be matched (at a minimum 100 percent for TANF and Challenge).	4 Points
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**TOTAL POINTS AVAILABLE FOR COC PROJECTS: 62**

The Miami-Dade County Homeless Trust Executive Committee will meet on Friday, July 14, 2017 at 10:30 a.m. in conference room 18-4 on the 18<sup>th</sup> floor of the Steven P. Clark Center, 111 NW 1<sup>st</sup> Street, Miami, Florida to review and vote on the Selection Committee's recommendations for funding. Applicants are required to attend the Executive Committee meeting and subsequent Board meeting.

**XIII. OTHER TERMS AND CONDITIONS**

**A. INSPECTOR GENERAL**

*1) Independent Private Sector Inspector General Review*

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this RFA, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected applicant shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this RFA or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the applicant's cost/price for this RFA be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the applicant, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected applicant in connection with this RFA or any contract issued as a result of this RFA. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Applicant or third party.

*2) Miami-Dade County Inspector General Review*

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to

the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; **(m) federal, state and local government-funded grants**; and (n) interlocal agreements. As such, this RFA **IS NOT** subject to this provision. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.*

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

#### **B. INDEMNIFICATION AND INSURANCE**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Miami-Dade County Homeless Trust, 111 NW 1st Street, Suite 27-310, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. *Miami-Dade County must be shown as an additional insured with respect to this coverage.*
- Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

**Or**

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

### **C. COUNTY OPTIONS**

1. The County may, at its sole and absolute discretion, reject any and all, or parts of any and all, applications; re-advertise this RFA; postpone or cancel, at any time, this RFA process; or waive any irregularities in this RFA or in the applications received as a result of this RFA. Also, the determination or the criteria and process whereby applications are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFA, shall be at the sole and absolute discretion of the County.
2. The submittal of an application by an Applicant will be considered by the County as constituting a firm offer by the Proposer to perform the required services at the stated fees.

### **D. APPLICATIONS OPEN TO PUBLIC**

Prospective applicants are hereby notified that all information submitted as part of, or in support of, applications will be available for public inspection in compliance with Chapter 286, Florida Statutes, popularly known as the "Government in the Sunshine Law".

### **E. CONTRACTING PROCESS**

Successful Applicants will be required to submit all documents necessary for contract development (e.g. revised budget(s), scope(s) of service, insurance certificates, affidavits, work plan(s), etc.) within two weeks from receipt of written notice of contract award from the County.

### **F. REVIEW OF APPLICATIONS**

Each application will be reviewed to determine if the application is responsive to the submission requirements outlined in the RFA. A responsive application is one which follows the requirements of the RFA, includes all documentation, is submitted in the format outlined in the RFA, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your application non-responsive.

### **G. ADDITIONAL INFORMATION/ADDENDA**

Requests for additional information or clarification must be made in writing and received by the County contact person for this RFA no later than the deadline for receipt of questions specified in the RFA timetable. The request must contain the RFA title, Applicant's name, address, phone number and facsimile number. Electronic facsimile requesting additional information will be received by the contact person at the facsimile number specified for the contact person for this RFA. Facsimiles must have a cover sheet which includes, at a minimum, the Applicant's name, address number of pages transmitted, phone number, facsimile number and RFA number and title. The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Application due date. Applicants should not rely on any representations, statements or explanations other than those made in this RFA or in any written addendum to this RFA. Where there appears to be a conflict between the RFA and any addenda issued, the latest addendum issued shall prevail.

It is the Applicant's responsibility to assure receipt of all addenda. The Applicant should verify with the designated contact persons prior to submitting an application that all addenda have been received. Applicants are required to acknowledge the number of addenda received as part of their applications (**Attachment 6**). Applicants who obtain copies of the RFA from sources other than the Miami-Dade County Homeless Trust risk the potential of not receiving addenda, since their names will not be included on the only list for that particular RFA. Such applicants are solely responsible for those risks.

Any questions, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a bid protest unless it was brought by that bidder or proposer to the attention, in writing, of the contact person of the Homeless Trust, at least two working days (not less than 48 hours) prior to the hour of proposal submission. The purpose of this requirement is to expedite the procurement process by allowing the issuing department the opportunity to consider, and to resolve or clarify in a timely fashion, through the issuance of a remedial solicitation addendum, if appropriate, any such questions, issue, objection or disagreement, but not limited to ambiguities or inconsistencies within the document.

The foregoing notwithstanding, an appeal may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the request for applications.

#### **H. ADDITIONAL INFORMATION/REQUIREMENTS**

The Trust shall be responsible for preparing and submitting the Collaborative Application to the County Mayor for his review and subsequent submission to the state. Following the Selection of projects by the state, and execution of grant agreements between the state and the County, the agency will enter into sub-recipient agreements with the County, through the Homeless Trust, for the services and housing proposed. Selected and funded applicants will be required to, at a minimum:

- 1) participate in the local homeless management information system (HMIS) for all beds/units funded through this application;
- 2) participate in the HMIS at an agency-wide level of no less than 85% of all of the beds/units managed by the applicant and included in the Housing Inventory Checklist submitted to USHUD, even if the beds/units are not funded through the Homeless Trust or USHUD;
- 3) provide reports and other documents as may be needed or requested by the state;
- 4) participate in required meetings and/or training sessions;
- 5) accept referrals only through the homeless continuum of care centralized outreach/intake process, or a continuum-approved process
- 6) provide services in accordance with the MDCCC's "Standards of Care"

#### **XIV. APPEALS PROCESS**

After the qualitative appraisal, rating and ranking evaluation, and oral presentations from applicants, the Evaluation/Selection Committee will then report its findings as to the relative merits and recommendations to the County Mayor and Clerk of the Board. Respondents seeking appeal will be required to document their rationale for appeal on agency letter head, signed by an authorized agent. Appeal letters need to be couriered, mailed, faxed or emailed to the Homeless Trust Executive Director and received by the deadline for appeal specified in the RFA. Evaluation/Selection Committee recommendations shall be forwarded to the Miami-Dade County Homeless Trust Executive Committee who shall, at their duly noticed public meeting on July 14, 2016, consider the recommendations of the Evaluation/Selection Committee and Trust staff, and shall make a recommendation as to whether or not fund new projects recommended through this RFA process, including, but not limited to, directing Trust staff to negotiate any terms (up to and including requesting a "best and final offer"), in order to secure an agreement that serves the best interests of the County. The Executive Committee's funding recommendations shall be forwarded to the Miami-Dade County Homeless Board on July 28, 2017 for a final vote. The Board's recommendations are subject to additional direction to Trust staff to negotiate any terms that serves the best interests of the County.

The Homeless Trust staff shall prepare and submit project grant agreements with selected sub-recipient resulting from this RFA, to the County Mayor or Mayor's Designee who shall, following review and approval by the County Attorney's Office, execute the sub-recipient agreements. *Notwithstanding, the final determination and approval of funding is subject to approval by the State. Selection through this RFA for inclusion in the Collaborative Application for funding does not guarantee funding from the state.*

Applicants may request information and clarification on the ranking and rating of their proposal within 72 hours of the recommendations being forwarded to the Mayor, as outlined in the Timeline of this RFA. Any and all questions regarding the evaluation of the proposals will be considered by the Miami-Dade County Homeless Trust Executive Committee and Board, and their decision shall be final.