

MEMORANDUM

Agenda Item No. 8(G)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving for implementation a competitive grant process for funding community-based organizations (“CBO”) managed by the Office of Management and Budget-grants coordination, including the process, timeline, service priority areas, funding allocations, review criteria, and three-year contract cycle; approving template CBO Grant Agreement; approving amendments to Implementing Order 3-15 to conform to new competitive grant process guidance document and template CBO Grant Agreement and authorizing the County Mayor to enforce all provisions set forth therein; and approving three-month contract extension or agreement to CBO’s funded in fiscal year 2022-23 and 2023-24, beginning on October 1, 2024, and ending on December 31, 2024, and authorizing the County Mayor to negotiate and execute grant extensions or agreements and enforce all provisions set forth therein

This item was amended from the original version as stated in the County Mayor’s memorandum.

The accompanying resolution was prepared by the Office of Management and Budget and placed on the agenda at the request of Prime Sponsor Vice Chairman Anthony Rodríguez.



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Memorandum



Date: November 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Competitive Process for Grants to Community-Based Organizations (CBOs)

This item was amended at the October 10, 2023, Community Health Committee meeting to provide that Implementing Order 3-15, included as Exhibit 2 to the resolution, require a fifteen percent expense cap on the total indirect or administrative costs for each Program allocation from the County. Conforming changes were made to the CBO Grant Application Guidance document, included as Exhibit 1 to the resolution, in Sections 3.0 F. and 4.0 5.b., and also to Article 5 of the template CBO Grant Agreement, included as Attachment A to Exhibit 1.

Executive Summary

This item seeks approval by the Board of County Commissioners (Board) of the Community Based Organization (CBO) Grant Application Guidance document No. CBO2425 (Exhibit 1 to the accompanying resolution) for implementation, and the approval of the grant funding process, timeline, eligible service priority areas, funding allocations, review criteria, and three-year contract cycle outlined therein. This item also seeks approval of the template CBO Grant Agreement (Attachment A to Exhibit 1), which will be used for CBOs that directly provide human and social services for the residents of Miami-Dade County and will be included as part of the Grant Application Guidance document No. CBO2425. It also seeks Board authorization to amend Implementing Order 3-15 (Exhibit 2 to the accompanying resolution) to conform with the proposed template CBO Grant Agreement. Finally, it seeks approval by the Board to extend the current CBO agreements (Attachment A to the Memorandum) as overseen by the Office of Management and Budget (OMB) – Grants Coordination, subject to appropriation in the fiscal year 2024-25 budget, for a 3-month term beginning October 1, 2024, and ending December 31, 2024, to allow for the new grantmaking process to proceed with no interruption of services. Authorization to extend the contract with these CBOs does not guarantee a contract will be executed.¹ Moreover, this extension does not extend to CBO agreements maintained by any other department, including, but not limited to, the Miami-Dade Police Department.

Recommendation

It is recommended that the Board approve the CBO Grant Application Guidance document No. CBO2425. This new CBO grant process, as outlined in Exhibit 1 of the accompanying resolution, includes a breakdown of eligible service priority areas, respective percentage funding allocations and review criteria, and provides corresponding assigned points for each criterion. It reflects an increase in technical assistance for applicants. This solicitation is anticipated to be released in November 2023 for the selection of new CBO partners for a three-year grant cycle, commencing with an initial 12-month term starting January 1, 2025, and ending December 31, 2025, with up to two, one-year options to renew based on the availability of funds and CBO performance. Following the initial recommendations and approvals by this Board, the annual renewal funding

¹ Certain of the CBOs included on the list are currently under suspension and may not have their agreements renewed.

allocations will be considered and approved by the Board as part of the budget process.

It is further recommended that the Board amend Implementing Order 3-15, as outlined in Exhibit 2 of the resolution, which sets forth uniform minimum standards for application, contracting, assessment, monitoring, organizational review, and performance review of the CBOs monitored by OMB. Changes to Implementing Order 3-15 include removed language reflected in strike-through and the addition of newly proposed language being underlined. Specific changes include:

- Definition of “CBO” being clarified to be a 501(c)(3) tax exempt organization that directly provides human and social services for residents of Miami-Dade County, but need not be physically headquartered in Miami-Dade County;
- Section 2. Assessment Elements, modified to clarify that due diligence reviews will be conducted only for organizations recommended for a grant award by an evaluation/selection committee or through another process approved by the Board;
- Section 3. Contract Elements is updated to reference the new standard template CBO Grant Agreement included as Attachment A to Exhibit 1 of the resolution, which among other things, removes provider insurance requirements and eliminates the requirement of two signatures on all checks disbursing County funds; and also clarifies the process for the administration to make recommendations to the Board regarding unused CBO grant funds; and
- Section 5. Organizational Review and Performance Review Elements is amended to remove reference to insurance requirements as it relates to CBO performance reviews and to increase the threshold amount for conducting a review from a \$10,000 allocation to a \$25,000 allocation.

These changes will simplify and streamline the process, maximize the use of County funds on services, and conform to the new template CBO Grant Agreement.

Finally, it is recommended that the Board authorize the County Mayor or County Mayor’s designee to negotiate and execute contracts with existing CBO agreements overseen by OMB (Attachment A to the Memorandum) for the period October 1, 2024, through December 31, 2024, to effectuate the purpose of this resolution, subject to available funding and adopted 2024-2025 budget. The majority of the entities recommended for a contract extension are those that participated in the CBO Request for Proposal (RFP) #1516 competitive solicitation process. In addition to the CBOs that participated in RFP #1516, as part of the approval of the County’s budget during the ensuing fiscal years subsequent to fiscal year 2017-18, the Board approved the funding for a number of additional CBOs. Authorization to extend the contract with these CBOs does not guarantee a contract will be executed.

Execution of an additional 3-month contract will allow sufficient time to carry out the new grantmaking process and ensure continuation of existing services for residents. It will also shift future CBO funding cycles from fiscal to calendar years which would provide suitable time for the negotiation and execution of the grant agreements following budget adoption by the Board. Lastly, it will provide for the timely processing of payment advances to CBOs and help prevent gaps in cash flow that can interrupt or delay County-funded services for residents.

Scope

The scope of this item is countywide in nature.

Delegation of Authority

This item delegates authority to the County Mayor or County Mayor's designee to implement and conduct the new CBO grant-making process as described in Grant Application Guidance document No. CBO2425 (Exhibit 1 of the resolution); enforce all provisions set forth in the amended Implementing Order 3-15 (Exhibit 2 of the resolution); negotiate and execute extension grant agreements with the current CBOs overseen by OMB, for a 3-month period, for the continued rendering of human and social services, subject to appropriation in the fiscal year 2024-25 budget.

Fiscal Impact/Funding Source

This item poses no immediate fiscal impact as existing CBO contracts were fully funded from the General Fund for a total of \$14,991,000 in fiscal year 2022-23 and funded for the same amount plus an additional three percent increase in fiscal year 2023-24. Future funding amounts would be determined annually by the Board as part of the budget process. If the Board desires to maintain current funding levels for existing CBOs for the period of October 1, 2024 through the end of December 2024, an allocation of approximately \$3,860,350 for FY 2024-25 (October – December) would be required.

Track Record/Monitor

OMB Assistant Director, Daniel T. Wall, will be responsible for conducting the new CBO grant-making process and monitoring compliance with all programmatic, fiscal, and administrative terms and conditions contained in the current CBO agreements.

Background

On September 1, 2022, the Board adopted Resolution No. R-806-22, which extended the County's current CBO contracts through September 30, 2023, and called for a report on the development of the next CBO grant process. On May 16, 2023, a report (Legislative File No.: 230973) was provided to the Board which outlined the next CBO grant process, to include four funding categories with percentage funding amounts, enhancements to the application and contracting processes, and timeline options. The report also indicated that there is a need to execute new contracts through December 2024 in order to conduct the new comprehensive grant application process and ensure continuous services for residents. As stated in the report, the goal is to streamline and simplify the process, maximize the amount of funding for services, and make it more inclusive for a broader range of CBOs, including those with limited capacity. Based on the Board's feedback in response to the report, staff subsequently finalized recommendations for the grant process and created the recommended CBO Grant Application Guidance document No. CBO2425 (Exhibit 1 to the resolution) and template CBO Grant Agreement (Attachment A to Exhibit 1 to the resolution).

As detailed in the CBO Grant Application Guidance document, the County will seek applications from nonprofit 501(c)(3) tax exempt organizations that provide human and social services for residents of Miami-Dade County. Applicants will use an online grant system to complete and submit applications, as well as access helpful resources. The online grant application will be reformatted for the grant application portal, which is anticipated to go live on November 22, 2023, and remain active through the application submission deadline of January 31, 2024.

The application process includes, but is not limited to: preproposal conference series; applicant training and tools; written questions and answers; online application submission; staff review; recruitment and training of evaluation committees; committee evaluation and development of funding recommendations; organizational review; notification to applicants of preliminary

recommendations; appeals process; and the Mayor’s final recommendations to the Board; Board review and approval of final grant awards (target: October 2024); and negotiations and final development of the resulting grant agreements with an anticipated project start date of January 1, 2025.

The process will offer increased access to information and technical assistance of benefit to all applicants. This includes pre-application conferences, a series of technical assistance workshops, the ability to submit written questions, and access to materials posted to the online grant application portal (e.g., session recordings, written aides, updates, and addenda) as detailed in the Guidance document. The County will announce the process, the release of the Guidance, and the pre-application conferences and workshops through the County’s weekly Grant Mail e-newsletter with approximately 20,000 free subscribers. Local funders will also disseminate information through newsletters and announcements. Additionally, the County will confirm all CBOs currently funded and overseen by OMB are similarly notified by direct mail, email, and telephone.

As part of the application process, all applicants must define a target population they are seeking to serve through this funding. Examples of target populations include children, teens/youth, adults, families, older adults or other segments of the population (e.g. cultural/ethnic/racial groups, farmworkers, LGBTQ community members, people with disabilities, veterans, etc.) and feature services and results aligned with one of four funding categories: 1) Health and Well-Being (38% of available funding); 2) Education Supports (25%); 3) Basic Needs and Personal Emergencies (25%); or 4) Public Safety Supports (12%). A range of sub-categories is further detailed in the Scope of Services section of the Application Guidance document. Multiple applications are allowed, with up to four applications per organization. But organizations are limited to just one application per category. For every application, grant requests and amounts must be in the range of \$25,000-\$600,000. Regardless of the number of program applications submitted by an organization, a single organization cannot be awarded more than \$600,000 per year in total.

Evaluation and selection committees will be organized by service area and consist of at least five County and community appointees (along with one non-voting staff member) and possibly multiple subcommittee review teams. When considering an agency for recommendation for funding, multiple considerations will be taken into account including scoring, maximum amount of funding available for this grant process or assigned per funding category; geographic distribution of services within the category; range or diversity of service types achieved within the category; and prior CBO report card ratings, as applicable.

Proposed review criteria and scoring framework denotes maximum points per area as follows:

Section	Maximum Points
A. Organizational Experience	5
B. Statement of Need	20
C. Program Plan	40
C.1. Target Population	10
C.2. Program Delivery	20
C.3. Results	10
4. Staff and Volunteer Capacity	10
5. Budget and Financial Capacity	20
6. Collaboration and Coordination	5
Score	100

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
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ADD: Points for Developmental Partnerships	10
DEDUCT: Past Performance	-5

It is anticipated this comprehensive, streamlined, and inclusive CBO grant-making process, which is based on input received from residents, CBOs, a variety of subject matter experts, other local funders, staff, and the Board, will conclude with the Mayor issuing grant award recommendations for the Board's consideration in the Fall of 2024. New grant agreements would be in place with services commencing January 1, 2025.

Attachments



Carladenise Edwards
Chief Administrative Officer

ATTACHMENT A: CURRENT FUNDING FOR COMMUNITY-BASED ORGANIZATIONS

Organization Name	Category	Amount
Boys & Girls Clubs of Miami-Dade, Inc.	Anti-Violence	\$ 65,000
Center for Family and Child Enrichment, Inc.	Anti-Violence	\$ 216,000
Cuban American Bar Association Pro Bono Project, Inc.	Anti-Violence	\$ 65,000
		\$ 346,000
Branches, Inc.	Basic Needs	\$ 55,000
Casa Valentina, Inc.	Basic Needs	\$ 227,000
Catalyst Miami, Inc. (formerly Human Services Coalition of Miami-Dade County, Inc.)	Basic Needs	\$ 255,000
Catholic Charities of the Archdiocese of Miami, Inc.	Basic Needs	\$ 56,000
Family Action Movement Network, Inc. (formerly Fanm Ayisyen Nan Miyami, Inc.)	Basic Needs	\$ 22,000
Feeding South Florida, Inc.	Basic Needs	\$ 55,000
Haitian Neighborhood Center, Sant La, Inc.	Basic Needs	\$ 55,000
Legal Services of Greater Miami, Inc.	Basic Needs	\$ 40,000
Richmond Heights Community Association, Inc.	Basic Needs	\$ 35,000
The Coalition of Florida Farmwork Organizations, Inc.	Basic Needs	\$ 55,000
Voices for Children Foundation, Inc.	Basic Needs	\$ 27,000
YWCA of Greater Miami-Dade, Inc.	Basic Needs	\$ 103,000
		\$ 985,000
Best Buddies International, Inc.	Children & Adults with Disabilities	\$ 124,000
CCDH, Inc.	Children & Adults with Disabilities	\$ 124,000
Center for Independent Living of South Florida, Inc.	Children & Adults with Disabilities	\$ 291,000
Family Action Movement Network, Inc. (formerly Fanm Ayisyen Nan Miyami, Inc.)	Children & Adults with Disabilities	\$ 26,000
Hearing and Speech Center of Florida, Inc.	Children & Adults with Disabilities	\$ 29,000
Jewish Community Services of South Florida, Inc.	Children & Adults with Disabilities	\$ -
Public Health Trust of Miami-Dade County	Children & Adults with Disabilities	\$ 26,000
Spinal Cord Living-Assistance Development, Inc. (SCLAD)	Children & Adults with Disabilities	\$ 58,000
The Association for Development of the Exceptional, Inc. (A.D.E)	Children & Adults with Disabilities	\$ 113,000
		\$ 791,000
Alliance for Musical Arts Productions, Inc.	Children, Youth & Families	\$ 5,000
Amigos Together For Kids, Inc.	Children, Youth & Families	\$ 38,000
Be Strong International, Inc. (formerly Abstinence Between Strong Teens International, Inc.)	Children, Youth & Families	\$ 18,000
Belafonte Tacolcy Center, incorporated	Children, Youth & Families	\$ 30,000
Big Brothers Big Sisters of Greater Miami, Inc.	Children, Youth & Families	\$ 28,000
Breakthrough Miami, Inc.	Children, Youth & Families	\$ 126,000
Center of Information & Orientation, Inc.	Children, Youth & Families	\$ 52,000
Centro Mater Child Care Services, Inc.	Children, Youth & Families	\$ 50,000
Coconut Grove Cares, Inc.	Children, Youth & Families	\$ 11,000
Common Threads, Inc.	Children, Youth & Families	\$ 65,000
Epilepsy Florida, Inc. (formerly Epilepsy Foundation of Florida, Inc.)	Children, Youth & Families	\$ 37,000
Family Action Movement Network, Inc. (formerly Fanm Ayisyen Nan Miyami, Inc.)	Children, Youth & Families	\$ 92,000
Family Resource Center of South Florida, Inc.	Children, Youth & Families	\$ 30,000
Florida Venture Foundation, Inc.	Children, Youth & Families	\$ 94,000
Foster Care Review, Inc.	Children, Youth & Families	\$ 39,000
Foundation of Community Assistance and Leadership, Inc.	Children, Youth & Families	\$ 38,000
Girl Scout Council of Tropical Florida, Inc.	Children, Youth & Families	\$ 26,000
Hearing and Speech Center of Florida, Inc.	Children, Youth & Families	\$ 26,000
Hispanic Coalition, Corp.	Children, Youth & Families	\$ 76,000
KIDCO Creative Learning, Inc. (formerly KIDCO Child Care Inc.)	Children, Youth & Families	\$ 26,000
Latinos United in Action Center, Inc.	Children, Youth & Families	\$ 24,000
Lawyers for Children America, Inc.	Children, Youth & Families	\$ 55,000
Leisure City/ Modello Optimist Club of Florida, Inc.	Children, Youth & Families	\$ 19,000
Little Haiti Optimist Club, Inc	Children, Youth & Families	\$ 54,000
Lliraf'O, Inc.	Children, Youth & Families	\$ 188,000
Miami Children's Initiative, Inc.	Children, Youth & Families	\$ 62,000
Miami City Ballet, Inc.	Children, Youth & Families	\$ 140,000
Miami Northside Optimist Club, Inc.	Children, Youth & Families	\$ 10,000
Mujeres Unidas en Justicia Educacion Y Reforma, Inc.	Children, Youth & Families	\$ 109,000
Multi-Ethnic Youth Group Association, Inc.	Children, Youth & Families	\$ 53,000
Omega Activity Center Foundation, Inc.	Children, Youth & Families	\$ 21,000
Overtown Youth Center, Inc.	Children, Youth & Families	\$ 107,000
Palmetto Raiders Youth Development Club, Inc.	Children, Youth & Families	\$ 8,000
Reading and Math, Inc.	Children, Youth & Families	\$ 338,000
Regis House, Inc.	Children, Youth & Families	\$ 122,000
Richmond Perrine Optimist Club, Inc. of Miami, FL	Children, Youth & Families	\$ 200,000
South Florida Youth Symphony, Inc.	Children, Youth & Families	\$ 7,000
St. Alban's Day Nursery, Inc.	Children, Youth & Families	\$ 36,000
Teen Up-ward Bound, Incorporated	Children, Youth & Families	\$ 21,000
The Education Fund, Inc.	Children, Youth & Families	\$ 178,000
The Family Christian Association of America, Inc.	Children, Youth & Families	\$ 58,000
The Liberty City Optimist Club of Florida, Inc.	Children, Youth & Families	\$ 253,000
The Motivational Edge, Inc.	Children, Youth & Families	\$ 41,000
The Optimist Foundation of Greater Goulds Florida, Inc.	Children, Youth & Families	\$ 48,000

ATTACHMENT A: CURRENT FUNDING FOR COMMUNITY-BASED ORGANIZATIONS

Organization Name	Category	Amount
The Sundari Foundation, Inc.	Children, Youth & Families	\$ 332,000
Thelma Gibson Health Initiative, Inc.	Children, Youth & Families	\$ 41,000
University of Miami	Children, Youth & Families	\$ 30,000
Urgent, Inc.	Children, Youth & Families	\$ 22,000
Voices for Children Foundation, Inc.	Children, Youth & Families	\$ 21,000
Girl Power Rocks, Inc. (World Literacy Crusade of FL, Inc.)	Children, Youth & Families	\$ 119,000
		\$ 3,624,000
Cayuga Home for Children dba Cayuga Centers,	Criminal Justice	\$ 56,000
Public Health Trust of Miami-Dade County, Florida	Criminal Justice	\$ 216,000
Regis House, Inc.	Criminal Justice	\$ 41,000
The Institute of Black Family Life, Inc.	Criminal Justice	\$ 9,000
Thelma Gibson Health Initiative, Inc.	Criminal Justice	\$ 17,000
Girl Power Rocks, Inc. (World Literacy Crusade of FL, Inc.)	Criminal Justice	\$ 97,000
		\$ 436,000
Allapattah Community Action, Inc.	Elder Needs	\$ 76,000
Ayuda, Inc.	Elder Needs	\$ 62,000
Catholic Charities of the Archdiocese of Miami, Inc.	Elder Needs	\$ 52,000
Centro Campesino-Farmworker Center, Inc.	Elder Needs	\$ 57,000
Communities United, Inc.	Elder Needs	\$ 62,000
Community Coalition, Inc.	Elder Needs	\$ 64,000
De Hostos Senior Center Inc.	Elder Needs	\$ 151,000
Easter Seals South Florida, Inc.	Elder Needs	\$ 107,000
Guardianship Program of Dade County, Inc.	Elder Needs	\$ 19,000
Jewish Community Services of South Florida, Inc.	Elder Needs	\$ 300,000
Josefa Perez de Castano Kidney Foundation, Inc.	Elder Needs	\$ 50,000
Little Havana Activities & Nutrition Centers of Dade County, Inc.	Elder Needs	\$ 401,000
Masada Home Care, Inc.	Elder Needs	\$ 43,000
Miami Lighthouse for the Blind and Visually Impaired, Inc.	Elder Needs	\$ 130,000
Michael-Ann Russell Jewish Community Center, Inc.	Elder Needs	\$ 90,000
North Miami Foundation for Senior Citizens' Services, Inc.	Elder Needs	\$ 203,000
Senior L.I.F.T. Center, Inc.	Elder Needs	\$ 50,000
Southwest Social Services Programs, Inc.	Elder Needs	\$ 211,000
United Home Care Services, Inc.	Elder Needs	\$ 147,000
		\$ 2,275,000
Curley's House of Style, Inc.	Food Program	\$ 324,000
Farm Share, Inc.	Food Program	\$ 497,000
Feeding South Florida, Inc.	Food Program	\$ 324,000
MJD Wellness and Community Center, Inc	Food Program	\$ 324,000
Victory for Youth, Inc. (Share Your Heart)	Food Program	\$ 540,000
		\$ 2,009,000
Banyan Community Health Center, Inc.	Health	\$ 55,000
Care Resource Community Health Centers, Inc. (formerly Community AIDS Resource, Inc.)	Health	\$ 90,000
Epilepsy Florida, Inc. (formerly Epilepsy Foundation of Florida, Inc.)	Health	\$ 71,000
Latinos Salud, Inc.	Health	\$ 118,000
Liga Contra el Cancer, Inc.	Health	\$ 90,000
Regis House, Inc.	Health	\$ 15,000
The Women's Breast & Heart Initiative, Florida Affiliate, Inc.	Health	\$ 59,000
Thelma Gibson Health Initiative, Inc.	Health	\$ 17,000
		\$ 515,000
Americans for Immigrant Justice, Inc.	Immigrants/ New Entrants	\$ 52,000
Cuban American Bar Association Pro Bono Project, Inc.	Immigrants/ New Entrants	\$ 35,000
Haitian Neighborhood Center, Sant La, Inc.	Immigrants/ New Entrants	\$ 30,000
Legal Services of Greater Miami, Inc.	Immigrants/ New Entrants	\$ 38,000
St. Thomas University, Inc.	Immigrants/ New Entrants	\$ 54,000
WeCount!, Inc.	Immigrants/ New Entrants	\$ 43,000
Youth Co-Op, Inc.	Immigrants/ New Entrants	\$ 162,000
		\$ 414,000
Dade County Dental Research Clinic, Inc. (dba Community Smiles)	Other	\$ 216,000
Fairchild Tropical Botanic Garden, Inc.	Other	\$ 71,000
Jewish Community Services of South Florida, Inc.	Other	\$ 78,000
Legal Services of Greater Miami, Inc.	Other	\$ 28,000
Neighbors and Neighbors Association, Inc.	Other	\$ 36,000
Transition, Inc.	Other	\$ 84,000
		\$ 513,000

ATTACHMENT A: CURRENT FUNDING FOR COMMUNITY-BASED ORGANIZATIONS

Organization Name	Category	Amount
Better Way of Miami, Inc.	Special Needs	\$ 432,000
Camillus House, Inc.	Special Needs	\$ 57,000
Cuban American Bar Association Pro Bono Project, Inc.	Special Needs	\$ 43,000
Douglas Gardens Community Mental Health Center of Miami Beach, Inc.	Special Needs	\$ 12,000
Easter Seals South Florida, Inc.	Special Needs	\$ 203,000
Kristi House, Inc.	Special Needs	\$ 451,000
Legal Services of Greater Miami, Inc.	Special Needs	\$ 69,000
Live Like Bella (Live Like Bella Childhood Cancer Foundation)	Special Needs	\$ 540,000
New Hope CORPS, Inc.	Special Needs	\$ 485,000
The Key Clubhouse of South Florida	Special Needs	\$ 60,000
The Sundari Foundation, Inc.	Special Needs	\$ 119,000
Voices for Children Foundation, Inc.	Special Needs	\$ 14,000
Wellspring Counseling, Inc.	Special Needs	\$ 68,000
		\$ 2,553,000
Adults Mankind Organization, Inc.	Workforce Development	\$ 137,000
Advocate Program, Inc.	Workforce Development	\$ 45,000
Best Buddies International, Inc.	Workforce Development	\$ 43,000
Branches, Inc.	Workforce Development	\$ 22,000
Greater Miami Services Corps.	Workforce Development	\$ 185,000
Psycho-Social Rehabilitation Center, Inc.	Workforce Development	\$ 98,000
		\$ 530,000
		\$ 14,991,000



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(G)(2)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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. 8(G)(2)
11-7-23

RESOLUTION NO. _____

RESOLUTION APPROVING FOR IMPLEMENTATION A COMPETITIVE GRANT PROCESS FOR FUNDING COMMUNITY-BASED ORGANIZATIONS (“CBO”) MANAGED BY THE OFFICE OF MANAGEMENT AND BUDGET-GRANTS COORDINATION, INCLUDING THE PROCESS, TIMELINE, SERVICE PRIORITY AREAS, FUNDING ALLOCATIONS, REVIEW CRITERIA, AND THREE-YEAR CONTRACT CYCLE; APPROVING TEMPLATE CBO GRANT AGREEMENT; APPROVING AMENDMENTS TO IMPLEMENTING ORDER 3-15 TO CONFORM TO NEW COMPETITIVE GRANT PROCESS GUIDANCE DOCUMENT AND TEMPLATE CBO GRANT AGREEMENT AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO ENFORCE ALL PROVISIONS SET FORTH THEREIN; AND APPROVING THREE-MONTH CONTRACT EXTENSION OR AGREEMENT TO CBO’S FUNDED IN FISCAL YEAR 2022-23 AND 2023-24, BEGINNING ON OCTOBER 1, 2024, AND ENDING ON DECEMBER 31, 2024, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO NEGOTIATE AND EXECUTE GRANT EXTENSIONS OR AGREEMENTS AND ENFORCE ALL PROVISIONS SET FORTH THEREIN

WHEREAS, this 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 approves for implementation the competitive grant process for community-based organizations (“CBO”) in substantially the form as described in the CBO Grant Application Guidance document No. CBO2425 attached hereto as Exhibit 1, as well as the grant funding process, timeline, service priority areas, funding allocations, review criteria, and three-year contract cycle outlined therein.

Section 2. This Board approves the template CBO Grant Agreement in substantially the form attached hereto as Attachment A to Exhibit 1.

Section 3. This Board approves the amendments to Implementing Order 3-15, in substantially the form attached hereto as Exhibit 2, setting forth Uniform Minimum Standards for Application, Contracting, Assessment, Monitoring, Organizational Review, and Performance Review of Community-Based Organizations Monitored by the Office of Management and Budget or its Successor Department, and authorizes the County Mayor or County Mayor's designee to enforce all provisions set forth therein.

Section 4. This Board approves a three-month contract extension or agreement for the CBOs listed in Attachment A to the Memorandum, beginning October 1, 2024 and ending on December 31, 2024, subject to appropriation in the fiscal year 2024-2025 budget, and authorizes the County Mayor or County Mayor's designee to negotiate and execute such amendments or agreements as necessary to effectuate the purposes of this resolution, after approval for form and legal sufficiency by the County Attorney's Office, and to enforce all provisions set forth therein and in accordance with Implementing Order 3-15.

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:

Oliver G. Gilbert, III, Chairman
Anthony Rodríguez, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of November, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

LCK

Leigh C. Kobrinski



**COMMUNITY-BASED ORGANIZATION (“CBO”)
GRANT APPLICATION GUIDANCE DOCUMENT NO. CBO2425
FOR HUMAN AND SOCIAL SERVICES**

**ATTENDANCE IS STRONGLY ENCOURAGED
AT ONE PRE-APPLICATION CONFERENCE**

ISSUING DEPARTMENT:

**Miami-Dade County, Office of Management and Budget –
Grants Coordination**

**Stephen P. Clark Center 111 NW 1st Street, 22nd Floor
Miami, Florida 33128**

Contracting Officer: Linda Schotthoefer, Program Coordinator

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**NO LATER THAN 11:59 P.M. ON WEDNESDAY, JANUARY 31, 2024.
APPLICATIONS MUST BE SUBMITTED THROUGH THE MIAMI-DADE COUNTY
 (“MDC”) OFFICE OF MANAGEMENT AND BUDGET (“OMB”)
GRANTS COORDINATION PORTAL ACCESSIBLE AT
WWW.MIAMIDADE.GOV/GRANTS.**

THE RESPONSIBILITY FOR SUBMITTING AN APPLICATION ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE APPLICANT. THE COUNTY WILL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY UNRELIABLE CONNECTIONS BY INTERNET SERVICE PROVIDERS, FAILURE OF COMPUTER DEVICES, OR ANY OCCURENCE.

ALL EXPENSES INVOLVED WITH THE PREPARATION AND SUBMISSION OF APPLICATIONS, OR ANY WORK PERFORMED IN CONNECTION THEREWITH, SHALL BE BORNE BY THE APPLICANT(S).

REQUESTS FOR ADDITIONAL INFORMATION OR INQUIRIES MUST BE MADE IN WRITING ONLY AND RECEIVED BY THE COUNTY’S CONTACT PERSON LISTED ON PAGE ONE OF THIS APPLICATION GUIDANCE. THE COUNTY WILL ISSUE RESPONSES TO INQUIRIES AND ANY CHANGES TO THIS SOLICITATION IT DEEMS NECESSARY IN WRITTEN ADDENDA ISSUED PRIOR TO THE APPLICATION DUE DATE.

PROPOSERS WHO OBTAIN COPIES OF THIS APPLICATION GUIDANCE FROM SOURCES OTHER THAN MIAMI-DADE COUNTY’S OFFICE OF MANAGEMENT AND BUDGET - GRANTS COORDINATION, OR ITS WEBSITE, RISK THE POSSIBILITY OF NOT RECEIVING ADDENDA AND ARE SOLELY RESPONSIBLE FOR THOSE RISKS.

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, GENDER IDENTITY, RACE, ANCESTRY, NATIONAL ORIGIN, CREED, RELIGION, COLOR, FAMILIAL STATUS, SEXUAL ORIENTATION, PREGNANCY, OR DISABILITY.

FY 2024-2025 HUMAN AND SOCIAL SERVICES COMMUNITY-BASED ORGANIZATION (CBO) GRANT APPLICATION GUIDANCE NO. CBO2425

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To request a copy of any ordinance, resolution and/or administrative order cited in these Guidelines, Applicants must contact the Clerk of the Board at (305) 375-5126.

To access the Office of Management and Budget Grants Coordination Portal and the online grant application, visit www.miamidade.gov/grants.

**FY 2024-2025 HUMAN AND SOCIAL SERVICES COMMUNITY-BASED ORGANIZATION
(CBO) GRANT APPLICATION GUIDANCE NO. CBO 2425**

1.0 Overview and Background (Definitions)

Miami-Dade County Office of Management and Budget - Grants Coordination (OMB) is accepting applications from nonprofit 501(c)(3) organizations for the provision of human and social services for Miami-Dade County residents. Refer to Applicant Eligibility, Section 3.0.

The County anticipates making grant awards for an initial 12-month period, with an initial Grant Agreement Period starting January 1, 2025 through December 31, 2025, with up to two one-year options to renew at the County's sole discretion and based on availability of funds and program performance.

Applications must be completed and submitted through the Miami-Dade County Office of Management and Budget (OMB) - Grants Coordination Portal located on the OMB website, www.miamidade.gov/grants. Completed applications must be submitted no later than 11:59 p.m. on Wednesday, January 31, 2024. Applicants are encouraged to submit their application(s) 24 hours in advance to allow time to respond to any system alerts about missing or incomplete sections as no additional time will be permitted to remedy such alerts after the application deadline.

Grants will be awarded in the range of \$25,000 (minimum award) to \$600,000 (maximum award) per application per year. Multiple applications are allowed, with up to four applications per organization. Organizations are limited to just one application per funding category. The same Project cannot be submitted in multiple categories. Regardless of the number of applications submitted by an organization, a single organization cannot be awarded more than \$600,000 in total.

Applications must define a target population (e.g., children, teens/youth, adults, families, older adults or other) and feature services and results aligned with one of four funding categories: 1) Health and Well-Being; 2) Education Supports; 3) Basic Needs and Personal Emergencies; or 4) Public Safety Supports. A broad range of sub-categories is included in the Scope of Services (Section 2.3).

It is anticipated that the Board of County Commissioners (Board) will consider the total amount of funds available as part of the County's budget process for Fiscal Year (FY) 2024-2025. The current amount is \$14,991,000 (FY 2022-2023). This includes 152 annually recurring grants to 122 organizations. The average grant is currently \$98,625 per year.

All applicants are strongly encouraged to attend one of the Pre-Application Information Sessions. The schedule for these and other technical assistance sessions for applicants are included in the schedules in Section 3.3.

1.1 Background

Miami-Dade has a history of providing grants to nonprofit organizations and other community-based organizations (CBOs) through the OMB CBO Grant Program.

Guiding Principles:

- Funding should focus on the greatest needs.

- Funding should support projects that demonstrate they fill an unmet need.
- Funding should focus on addressing client issues early, before they turn into crisis.
- Programs and services must be effective, fit community need(s), and be accountable based on the relative size of the investment of grant funds.
- Multi-year funding should be based on annual performance and outcomes.
- Local funds should be utilized to leverage other public and private funding.
- Reasonable indirect costs or administrative costs should be allowed.
- Maintaining continuity of community-based services is important; but this should be balanced with ensuring services can evolve with the community.
- Programs and services should be based, wherever possible, on proven practices, be evidence-based, have a proven track record, and be scale appropriate.
- Programs and services should be culturally appropriate and client-centered and demonstrate active and engaged connections within communities served.
- Funding should promote community/consumer leadership, citizenship, and civic participation.
- Funding should promote cooperation and collaboration among agencies (e.g., by service area, population, and/or geography) and avoid duplication.
- The funding process should be flexible, and services comprehensive and holistic.
- Funding should be used to supplement, not supplant, funding from other sources.
- Funding should be consistent with County policies and priorities ([Strategic Plan link](#))

Historical Information: In 2022, the Office of the Mayor directed OMB to reimagine current approaches to the CBO grant process. The purpose was to identify opportunities to streamline and simplify the process, making it more inclusive for less developed CBOs, and to strengthen County-CBO partnerships in service to the community. On September 1, 2022, the Board adopted Resolution No. R-806-22, which extended the County's current funding contracts with CBOs through September 30, 2023 and called for a report on development of the next CBO grant process.

In December 2022, a community engagement effort was launched to gain input from key stakeholders. It was designed to build upon previous results of Thrive305, the County government's largest community engagement effort to date, and surface stakeholder input regarding community issues and populations in need, the role of CBOs, and the County's ongoing CBO Grant Program. Residents, leaders of CBOs, and subject matter experts completed 1,298 surveys. The County hosted 13 online discussion forums (attendance of 195) and opened an online portal for public comments (23 submissions). Other activities involved a review of population data and local reports, identification of departmental interactions with CBOs, and consideration of major new investments by the County and community partners. Staff also considered relevant links between the nonprofit sector and County interests in engagement, technology, and resilience.

On April 20, 2023, the Mayor issued a report to the Board that identified four funding categories and percentage amounts, enhancements to the application and contracting processes, and timeline options. Based on Board feedback in response to the report, staff subsequently finalized recommendations for the grant process. On May 16, 2023, the Board accepted

the report (Legislative Item File No.: 230973). On [date], the Board approved Resolution No. R-xxxx approving and authorizing this grant application process.

1.2 Definitions

The following words and expressions used in this Grant Application Guidance document shall be construed as follows, except when it is clear from the context that another meaning is intended:

TERM(S)	DEFINITION
1. Applicant	The firm, entity, or organization submitting a response to this grant application process.
2. Contract or Agreement or Grant Agreement	Attachment A containing the terms and conditions for which Provider must enter to receive grant funding pursuant to this process.
3. County	Miami-Dade County, a political subdivision of the State of Florida.
4. Department	Miami-Dade County Office of Management and Budget (OMB) - Grants Coordination.
5. Direct Costs	Costs that are directly related to or used by Provider or its staff, or subcontractors, specifically for the client Services being funded in this Agreement. These costs include, but are not limited to, payroll for staff that work directly to provide the Services contemplated in this agreement and work with the clients, equipment or supplies used by clients as a part of the Program, or portions of building costs that are equal to the portion of the building used exclusively for client services contemplated in this Agreement
6. Employee	Any person hired and paid by the Provider to furnish part-time or full-time labor hours in connection with the services to the County, whether directly or indirectly on behalf of the Provider.
7. Grant Application Guidance	This Community-Based Organization (CBO) Grant Application Guidance document No. CBO2425, and all associated addenda and attachments.
8. Grants Coordination Portal	The Miami-Dade County Office of Management and Budget (OMB) - Grants Coordination Portal. This web-based platform is where Applicants will log in to complete applications and access forms, applicant assistance resources and other information including potential addenda. Accessible online at www.miamidade.gov/grants .
9. Indirect Costs, Administrative Costs, Overhead Costs	Costs that are not directly related to or used specifically by Provider for the client services contemplated in this Agreement but that are nonetheless used or incurred while providing the Services being funded through this grant agreement. These costs include, but are not limited to: rent for administrative space and related utilities; payroll of management, administrative, and clerical personnel that do

	not directly serve clients in the course of their general work responsibilities; insurance; office supplies that are not used by clients for program activities; audit fees; accounting/bookkeeping salaries or fees; database maintenance, including staff that enters, updates and/or analyzes data; information technology support; software and licenses; janitorial fees that are not incurred for services to the clients; human resources costs, including payroll costs and background screenings required for personnel that do not directly serve clients in the course of their general work responsibilities, subcontractors, and volunteers that do not deliver services directly to clients; and capital equipment for general office use, including copiers (or copier leases), and scanners.
10. Process	Any part of this grant distribution process including but not limited to grant application, review, and award.
11. Provider	The Applicant that receives any award of a grant agreement from the County as a result of this grant application process.
12. Scope of Services	Section of this Grant Application Guidance document which details the work to be performed by the Provider.
13. Services, Program, Project	All matters and things that will be required to be done by the Provider in accordance with the Scope of Services and Guidelines.
14. Subcontractor	Any person, firm, entity, or organization, other than the employees of the Provider, who furnishes labor toward, or who performs some aspect of, the Services or the administrative aspects of the Services.

1.3 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" will be applied to this grant Process from the time this Process is advertised until written funding recommendations are issued.

Prohibited communications:

While the Cone of Silence is in effect, potential Applicants, service providers, lobbyists, or consultants are prohibited from communicating about this Process with:

- the County’s professional staff including, but not limited to:
 - the County Mayor and County Mayor’s staff,
 - the County Commissioners or their respective staffs; and
 - any members of the grant review and selection committee.

Allowable communications:

These restrictions do not apply to, among other communications:

- oral communications with the Contracting Officer, as identified above, provided

communication is limited to matters of the Process already contained in the online Grants Coordination Portal accessible at www.miamidade.gov/grants;

- oral communications with the vendor outreach and support staff of the Strategic Procurement Department provided communication is limited to matters of the Process already contained in the Grant Application Guidance document;
- oral communications at pre-application conferences and technical assistance workshops, oral presentations before selection committees, oral communications regarding contract negotiations during any duly noticed public meeting, written communications facilitated within the Grant System as a normal part of the Process, and public presentations made to the Board during any duly noticed public meeting; and
- written communications at any time with any County employee, official, or members of the Board as long as the author copies the Clerk of the Board on such communications.

Written communications to staff may be in the form of e-mails to the Contracting Officer, Linda Schotthoefer, at CBOgrant@miamidade.gov with a copy to the Clerk of the Board at CLERK.BCC@miamidade.gov.

1.4 General Information

This Process is for distribution of grants to CBOs. It is not a competitive procurement process for the selection of persons or entities to construct public improvements, to provide supplies, materials, or services, or to lease any County property. This is not a competitive procurement process for the purchase of goods and services. Normal procurement processes do not apply except those the County has expressly opted to incorporate herein.

The County may, at its sole and absolute discretion, accept or reject any and all responses or parts of any and all responses; further negotiate project scope(s) and budget(s); postpone or cancel the Process at any time; or waive any irregularities in the Process or in the responses received. The County reserves the right to request and evaluate additional information from any Applicant after the submission deadline. Applications shall be irrevocable until grant award unless the Application is withdrawn. Withdrawals must be in writing only, addressed to the County Contracting Officer.

Applications and supporting information and materials submitted by the Applicant will be available for public inspection in compliance with Chapter 119, Florida Statutes. Applicants should not submit information which the Applicant consider proprietary, confidential, or a trade secret. All submissions will be treated as public record irrespective of whether the Applicant marks any part as confidential, proprietary, or a trade secret. Submissions shall be deemed conclusively as a waiver of any trade secret or other protection, which would otherwise be available to the Applicant.

Nothing in this Process shall in any way be utilized to request documentation relating to or authorizing consideration of a applicant's social, political, or ideological interests when determining if the applicant is a responsible vendor or give a preference to an applicant based on the applicant's social, political, or ideological interests.

Bankruptcy:

Any Applicant may be found non-responsive if, at the time of application submission, the Applicant is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the

property of the Applicant under federal bankruptcy law or any state insolvency law.

Public Entity Crime:

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services 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 in excess of the threshold amount provided in Section 287.017 for category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Lobbyist Contingency Fees:

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, Applicants may not pay anyone a contingency fee bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision making process.

2.0 Funding Categories and Scope of Services

Grant investments will be made in four funding categories listed below and described in the **Scope of Services** (Section 2.3). The percentage amounts shown below are the anticipated portions of available funds to be awarded in each category. Final availability of funds and final amounts per category are at the sole discretion of the Board.

Funding Category	Amount*
Health and Well-Being	38%
Education Supports	25%
Basic Needs and Personal Emergencies	25%
Public Safety Supports	12%
TOTAL	100%

* It is anticipated that the Board will consider the total amount of funding available for this Process during the County budget process for Fiscal Year (FY) 2024-2025. The current amount of annual reoccurring grant awards to CBOs is \$14,991,000 (FY 2022-2023). This does not include one-time or other grants awarded to CBOs through other processes or departments.

2.1 Target populations

Population categories of interest to the County are listed below. These are reflected in the Application and (if a grant is awarded) will be a part of a CBOs regular grant reporting.

- Children Example categories are young children (0-5) vs. children (6-12)
- Teens/Youth Ages 13-17 with flexibility for programs that spill into young adults
- Adults Age 18 and older (with or without children)

- Families Age 18 and older (multigenerational involving at least one adult)
- Older Adults Age 65 and older, but with flexibility to set the age threshold

Target populations to be served by each Project will be further defined by Applicants. Examples of aspects that may chiefly define a target population include, but are not limited to:

- Education levels or issues (e.g., third graders, students who scored below a threshold on a test, etc.)
- Geographic areas (e.g., a neighborhood, zip codes, school district, region, etc.)
- Health conditions/status (e.g., with serious mental illness, survivors of cancer, etc.)
- Income or economic status (e.g., low-income, at or below 120% of the Federal Poverty Level, etc.)
- Shared cultural, ethnic, or racial identities
- Special populations based on any other shared identity, background, condition, status, experience, or involvement, etc. that chiefly defines the population served (not exhaustive):
 - Child welfare-involved
 - Children of incarcerated parents
 - Family caregivers
 - Farmworkers
 - Fathers, mothers, new mothers, etc.
 - Homeless individuals, families, teens, chronically homeless, etc.
 - Immigrants or new entrants
 - Incarcerated or reentering individuals
 - Justice-involved youth
 - LGBTQ community members
 - Limited English proficiency
 - People with disabilities
 - Uninsured or under-insured
 - Veterans
 - Victims of crime, trafficking, etc.

2.2 Scope of Services

County interests (for this Process) within each funding category are summarized below. Combined, these make up the scope of services to be considered for funding through this Process.

At the sole discretion of the County, and in accordance with Implementing Order 3-15, when executing grant agreements for this Process, the County may allow renegotiation of the contract scope within a service area or funding category to make non-material amendments or modifications.

Common interests that cut across all funding categories include leveraging the capacity of CBOs to provide direct services that (a) reach underserved and vulnerable populations; (b) use approaches that are client-centered and culturally appropriate; (c) deliver high quality services and measure impact; (d) add value to, and avoid duplication of, major investments by the County and leading community institutions such as Alliance for Human Services, Our Kids, The Carrie Meek Foundation, The Children’s Trust, The Health Foundation of South Florida, The Miami Foundation, United Way of Miami-Dade (not an exhaustive list); (e) leverage additional private and public funding as a result of receiving County funds through this process; and (f) coordinate

with other service providers and create client linkages. Guiding Principles for this Process (as described in Section 1.1) reflect these and other general interests. The County also has an interest in developmental partnerships led by high-capacity CBOs (as described in Section 3.0-E).

Large private and public institutions in our community such as hospitals, schools, universities, The Children’s Trust, the County, the courts and many others plan, fund, or directly deliver services. Therefore, CBOs that work in such sectors are encouraged to explain in their applications how their CBO role and the services envisioned in the Application complement, not duplicate, these efforts.

Category 1: Health and Well-Being:

Through the Process, the County seeks opportunities to invest in CBO services that will positively impact resident health and well-being. To be considered for funding in this category, CBO Projects should feature direct services that complement, not duplicate, the medical services that are the primary focus of local hospitals, federally qualified health centers (FQHCs), school-based health centers, and other institutions that receive major County, state, and federal funding for this purpose. Due to the health disparities that persist among many of the community health indicators tracked by the Florida Department of Health, competitive proposals will demonstrate potential to reach and engage underserved and vulnerable populations, embody practices that are client-focused and culturally appropriate, and work with families to address persistent barriers to services where possible. The latter may require linking clients to other service providers that can help address a variety of barriers. Collectively, across all Projects funded in this category, the County seeks to address a range of health issues, support health at every age, extend services to a diverse client base, and support services in a variety of geographic areas in our community.

CBO Projects serving any local population may be considered for funding for:



- Community-based services that address mental health issues and/or support emotional well-being
- Community-based services that address substance abuse and co-occurring disorders
- Home and community-based services for people with disabilities (all ages)
- Home and community-based services to address aging and the needs of older adults
- Community-based infant and maternal health services
- Disease prevention services and health promotion to increase health-enhancing opportunities and practices (e.g., fitness and physical activity, participation in community sports programs that include a focus on health outcomes, healthy eating and nutrition, safety and injury prevention, etc.) and/or decrease health-compromising practices (e.g., excessive alcohol use, drug use, tobacco use, risky sexual behaviors, etc.)
- Services for health literacy, navigation supports, and public benefits enrollment

Regarding medical services: To avoid overlap with the network of hospitals FQHCs, and other institutions that make up the medical services system, the County will not fund direct medical services. Applications which propose the provision of direct medical services will not be considered.

Limitations on residential mental health services: Community-based mental health services may be provided in a variety of community settings – from homes to drop-in centers, club house facilities, schools, shelters, detention centers, assisted living facilities, supportive housing, group homes, etc. However, hospital stays and extended residential stays are not allowable. The exception is crisis stabilization stays of up to 14 days.

Category 2: Education Supports:

Through this Process, the County seeks opportunities to invest in CBO services that support personal development and success in school and throughout life. Therefore, this category encompasses multiple generations. First, Projects may focus on the development and educational success of young children (0-5), children (6-12), and teens (13-17), as well as the preparation of teens for college, vocational training, or work. In addition, engaging parents in their child's education may be an important program focus. As needed, Projects for teens may be extended to include young adults. For example, in alignment with other community programming, CBOs may continue serving students with disabilities or youth transitioning from foster care into their early 20s.

Beyond education for children and teens, the County is also open to considering highly compelling lifelong learning opportunities in two areas: first people with disabilities that will benefit from ongoing education opportunities to help them thrive at home and at work. Next, educational strategies may also focus on older adults who are managing the transition from work to retirement and who may benefit from training and educational support focused on using technology, managing finances, and alternative employment.

CBO Projects serving any local population may be considered for funding for:

- Quality early learning services and parent information, education, and engagement – all with a focus on increasing school readiness among children (ages 0-5)
- Academic support services for school-aged children and teens that positively impact grades, school attendance, and classroom behavior (e.g., after-school programs, summer camps, tutoring, homework completion, truancy interventions, literacy interventions, etc.)
- Enrichment services for children and teens that foster development of social and emotional skills; new experiences and exposure; and mastery of new skills (e.g., after-school programs, summer camps, mentoring programs, volunteer and community service, clubs and leadership development, character development, arts programming, STEM programming, participation in sports programs with a focus on leadership, teamwork, and belonging, etc.)
- Parent engagement and education to support student success

- Transition-focused services that prepare high school students for college, vocational training, or careers (e.g., career exploration, mentorships, internships, test preparation, application assistance, navigation assistance, etc.)
- Education strategies and services that support job success and independent living for youth and adults with disabilities
- Education strategies and services that support technology, financial, and employment and retirement transitions for older adults

Inclusion: Applications for Projects for general populations of young children, children, or teens should include an explanation of how those with disabilities and special needs may be included. Across all areas Applications may also be developed for a total or predominant focus on those with disabilities.

Category 3: Basic Needs and Personal Emergencies:

Through this Process, the County seeks opportunities to invest in CBO services that will ensure residents that are food insecure, lacking necessities, or experiencing a personal or family emergency have somewhere to turn for help in getting back on track. CBOs may be well positioned in the community to see families in crisis due to persistent poverty, barriers presented by immigration status, or life events such as a job loss, eviction, divorce, house fire, or other. To be considered for funding in this area, CBO projects should **complement, not duplicate, the efforts of** the Homeless Trust, the HOMES Program (emergency rent, mortgage, and utilities), and other County and community investments and other efforts of the Community Action and Human Services Department (CAHSD) and the Public Housing and Community Development Department (PHCD).

CBO Projects serving any local population may be considered for funding for:

- Navigation and public benefits enrollment services for a broad range of programs that may address immediate needs and increase client stability
- Food pantries, episodic food deliveries, and episodic distribution of food and other supplies
- Homeless supports (e.g., filling demonstrable gaps in resources and services at shelter sites, identifying and recruiting landlords to participate in programs to house vulnerable populations, responding to emerging needs among the diverse homeless population, providing immediate stabilization before linking clients to services, etc.)
- Legal services, including but not limited to those experiencing legal immigration issues, housing issues, and more; services may be delivered from a central office or rotate to shelters, churches, CBO sites, etc.

Distinctions regarding types of emergencies: Services to assist with personal and family emergencies are different than services required for community-wide emergency planning and recovery (for hurricanes, pandemics, and other community-wide emergencies). Although CBOs funded in all categories may naturally take on roles during community-wide disasters, the CBO

funding awarded through this Process is intended to support consistent services for residents throughout the year.

Overlapping interests: Food-related services in this funding category are generally accessed or provided on an intermittent basis to address immediate hunger and food insecurity issues. In contrast, home and community-based services in the Health and Well-Being category are generally provided on a regular basis to address basic nutrition, sustain independent living arrangements, and (in the case of congregate meals) provide opportunities for socialization.

Category 4: Public Safety Supports:

Through this Process, the County seeks opportunities to invest in services that will positively impact support related to a variety of public safety concerns. CBOs may add value as trusted and specialized sources of assistance for victims of all ages, as well as those that are justice-involved. To be considered for funding in this area, services should complement, not duplicate, the services provided by the County’s Coordinated Victims Assistance Center (CVAC) and departments focused on policing, victim advocate services, and juvenile services. Note that the County made a new and substantial investment in 2023 in the Community Violence Intervention Initiative, which earmarked more than \$7 million for allocation to CBOs (in partnership with The Carrie Meek Foundation) This complements the County’s ongoing investments in the Peace and Prosperity Initiative, and continued support for Together for Children initiative (in partnership with The Children’s Trust and Miami-Dade County Public Schools). These investments will be taken into consideration throughout this Process.

CBO Projects serving any local population may be considered for funding for:



- crime prevention, intervention, and re-entry services
- victim/survivor assistance services regarding crime or sexual assault (child or adults); human trafficking prevention, intervention, and recovery services
- domestic violence prevention and intervention services (occurs between intimate partners)
- older adult abuse education, prevention, and intervention services
- child abuse and neglect prevention and intervention services; foster care and adoption supports and transition services (for children and families)
- dating violence education, prevention, and intervention services
- Services to prevent and address bullying, hate, and cyberbullying, especially among children and youth

3.0 Application Requirements and Process

- A. **Applicant Eligibility:** Eligibility to apply for funding is limited to 501(c)(3) organizations that directly provide human and social services in Miami-Dade County that benefit residents. A copy of the IRS letter of determination of 501(c)(3) status, in the legal name of the applicant organization dated prior to the Application submission deadline, must be submitted with the Application. The County, at its sole discretion, may consider

extenuating circumstances that prevent the Applicant from uploading that information in the Application package, (as long as justification, explanation, and supporting documentation is provided). However, if an Applicant is not a 501(c)(3) at the time of the Application submission deadline, the Application will be deemed non-responsive.

- B. **Multiple Applications**: A separate Application is required for every Project proposed. An organization may submit up to four Applications (for up to four Projects) but submissions are limited to just one Application (one Project) per each of the four main funding categories. The same Project cannot be submitted in multiple categories. *If Applicants submit more Applications than allowed, per category or overall, the County may, at its sole and absolute discretion, determine the categories and accept or reject any and all responses.*
- C. **Minimum and Maximum Amounts**: Grants will range from \$25,000 to \$600,000. For an individual Project, the minimum annual amount of the request is \$25,000 in County funds. No less than that may be requested, and no less than that may be awarded. For all Projects proposed by an Applicant, the maximum combined annual amount is \$600,000 in County funds per year. No more than that may be requested, and no more than that may be awarded. Note: Funds received from other County processes or departments will not count against the \$600,000 limit. Only County funds from this grant Process will be counted toward the maximum of \$600,000 per year.
- D. **Allowable Services**: Only Projects for direct client services will be considered and recommended for funding through this Process. Projects must align with the funding categories and scope of services (refer to Section 2.3). Other considerations:
- Education, training, and outreach directly to residents, individual clients, families, caregivers, or at-risk people will be considered direct services (allowed).
 - Applicants are encouraged to play advocacy roles on an ongoing basis as well as during community emergencies, provided the nature of the Project is maintained primarily as a direct client services Project. CBO leaders add value when they champion problem-solving in their fields or lend a voice to client experiences. Examples of allowable advocacy activities are public education, outreach, research and identification of needs, analysis of impact on residents, and telling client stories.
 - As any responsible business, Applicants are encouraged to attend to a reasonable level of professional development, training, quality assurance, evaluation, process improvements, and more provided the nature of the Project is maintained primarily as a direct client services Project (allowable within limits). Any such activities must directly support the quality or effectiveness of the funded Program.
- E. **Points for Developmental CBO Partnerships (Optional)**: Applicants can earn up to 10 points where developmental partnerships with other CBOs or individuals are embedded into a cohesive Project design. This concept involves a relatively higher-capacity Applicant subcontracting with an organization or individuals that, due to limited capacity, may be challenged to apply for funding on their own.

As reflected in the scoring criteria (Sections 3.23-3.25). Partnerships should (1) align

with County interests in leveraging and supporting grassroots CBOs as a community asset for reaching and serving residents; (2) directly support achievement of Project goals (which must remain chiefly focused on direct service delivery and client outcomes); and (3) include meaningful developmental opportunities for the CBO partner (that are co-determined by the Applicant and the CBO partner). If such a partnership is proposed, the developmental activities will be built into the contract and treated as deliverables. Note the subcontracted amounts for such developmental partnerships specified in the Application cannot be reduced after the funds are awarded.

- F. **Administrative Costs:** For this Process, the County has ~~[[not]]~~ placed an upper limit or cap on indirect or administrative Costs >>as not to exceed fifteen percent (15%) of each program allocation from the County<<. In accordance with IO 3-15, these costs will be determined by OMB. This affords Applicants flexibility. However, all indirect or administrative costs must relate to the Program being funded by the County. The extent to which administrative costs are viewed as reasonable and justified will impact how this Section is scored. Financial information for each Project must be complete, reasonable compared to what the Project may need, and responsible in terms of expenditures. Applicants will follow instructions and prompts in the online Grants Coordination Portal accessible at www.miamidade.gov/grants, complete and upload the budget form provided (Excel), and access additional aides if needed. Technical assistance (TA) workshops will be offered to all Applicants, and those with limited budgeting experience are strongly encouraged to attend. See the schedule in Section 3.4.

Competitive budgets will:

- specify the total cost of the Project (i.e., adding up all annual costs projected into a single total, regardless of the funding source);
 - separate Administrative Costs (Indirect Costs) from Direct Costs; use calculations to show if and how a portion of costs normally associated with administration (e.g., rent, technology services, etc.) may be counted as Direct Costs because they are used by clients;
 - specify which costs, or portions of costs, will be covered by the County grant award verses other sources; and
 - meet the criteria of being complete, reasonable, and responsible with costs justified (showing quantities, amounts and calculations where applicable). All indirect and administrative costs must relate to the Program being funded by the County.
- G. **Audit Requirements:** A certified financial audit will be used to consider whether an Applicant organization is on sound financial footing and able to implement a funded service on a reimbursement basis. However, for this Process, lack of an audit is not a barrier to applying if the organization can provide the alternative information and documentation described in this Section.
- If an Applicant has or is required (by other federal, state, County, or private funders, or accrediting bodies, or other) to have an annual certified public accountant opinion and related financial statements, then the Applicant must submit in their Application a complete copy of the organization's most current certified audit, including related management letters.
 - If a certified audit is not available, the Applicant must submit in their Application financial statements, an annual agency-wide operating budget, a description of

how the Program will be implemented on a reimbursement basis, and/or a detailed explanation for how the organization plans to ensure the County will receive accurate financial information (minimally including bank statements) throughout the duration of a contract. The Applicant must also submit the organization’s IRS Form 990 (or 990-N, 990-EZ, or 990-PF) in the name of the Applicant organization. Failure to submit the IRS form may cause the County to reject the Application and the Application may not be forwarded to an Evaluation/Selection Committee.

- H. **Miami-Dade County Oversight:** The Office of Management and Budget – Grants Coordination (OMB) is responsible for the continued development and implementation of the CBO Grant Process for Human and Social Services, including contract oversight and administration and management of the provider process.
- I. **Access:** The CBO Grant Application Guidance document (CBO2425) for Human and Social Services is available at www.miamidade.gov/grants This is the location for all application materials and subsequent addendum.

3.1 Anticipated Timeline

Any and all dates may be revised at the County’s sole discretion.

Application Guidance Released	11/22/23
Pre-Application Conferences (see schedule in Section 3.3)	12/4 – 12/20/23
Applicant Assistance Sessions (see schedule in Section 3.4)	1/8 – 1/22/23
Deadline for Receipt of Written Questions (5:00 p.m.)	1/22/24
Final Addendum posted to the Grant System	1/22/24
Application Submission Deadline (11:59 p.m. – online portal closes) <i>Note: Applicants are advised to submit 24 hours in advance of system</i>	1/31/24
Staff Review and Organizing of Applications	2/1 – 2/15/24
Selection Committees Kickoff Meetings and Trainings	2/19 – 3/12/24
Review/Selection Committee Process	3/13 – 6/14/24
Mayor Issues Preliminary Recommendations for Grant Awards	6/17-6/28/24
Appeals Process	7/8 – 7/31/24
Mayor Issues Final Recommendations to the Board	7/29/24
Legislative process/BCC Review Finalized Awards <i>(Subject to change based on the 2024 Board meeting Calendar)</i>	8/1 – 10/17/24
Applicant Notification and Contract Negotiation/Development Period	10/18-12/20/24
Anticipated Contract Period Begins	1/1/25

3.2 Designated Contact Person

The designated Contracting Officer is: Linda Schotthoefler, Program Coordinator, Office of Management and Budget. Phone: (305) 375-4923. Email: CBOgrant@miamidade.gov. Questions from Applicants should be sent in writing in an email to CBOgrant@miamidade.gov and with a copy to the Clerk of the Board at CLERK.BCC@miamidade.gov.

Under the Cone of Silence provisions, the written submission of questions or attendance at a Pre-Application Conference will be the only opportunities to ask technical questions about this Process.

3.3 Pre-Application Conferences

All applicants are strongly encouraged to attend a conference for an overview of the Process,

basic requirements, and Grant System. Conferences are offered online and in person, and an on-demand recording of a session will also be posted to the Grants Coordination portal.

TOPICS	LEVEL	FORMAT	TIME	DATE
Grant Process Overview	All CBOs	Live/in-person	9:00-11:00 a.m.	12/5/23
Grant Process Overview	All CBOs	Live/online (Zoom)	1:00-3:00 p.m.	12/7/23
Grant Process Overview	All CBOs	Live/online (Zoom)	6:30-8:30 p.m.	12/13/23
Grant Process Overview	All CBOs	(Recording)	On demand	12/xx/23

3.4 Technical Assistance Workshops

Workshops are open to all. Note the experience levels that indicate anticipated content appropriate for beginner, intermediate, or advanced levels.

TOPICS	LEVEL	FORMAT	TIME	DATE
Developmental CBO Partnerships	Advanced	Live/online (Zoom)	9:00-10:00 a.m.	1/10/24
Developmental CBO Partnerships	Advanced	Live/online (Zoom)	1:00-2:00 p.m.	1/16/24
Developmental CBO Partnerships	Advanced	(Recording)	On demand	TBD
WEEKDAYS:				
Is my CBO Grant Ready?	Beginner	Live/online (Zoom)	1:00-2:30 p.m.	TBD
Project Results/Client Outcomes	Beg.-Inter.	Live/online (Zoom)	1:00-2:30 p.m.	TBD
Project Budget Form	Beg.-Inter.	Live/online (Zoom)	1:00-2:30 p.m.	TBD
Look Ahead: Reports/Compliance	Beg.-Inter.	Live/online (Zoom)	1:00-2:30 p.m.	TBD
EVENING				
Is my CBO Grant Ready?	Beginner	Live/online (Zoom)	6:30-8:00 p.m.	TBD
Look Ahead: Reports/Compliance	Beg.-Inter.	Live/online (Zoom)	6:30-8:00 p.m.	TBD
Project Budget Form	Beg.-Inter.	Live/online (Zoom)	6:30-8:00 p.m.	TBD
Project Results/Client Outcomes	Beg.-Inter.	Live/online (Zoom)	6:30-8:00 p.m.	TBD
SATURDAY (INTENSIVE)				
Is my CBO Grant Ready?	Beginner	Live/online (Zoom)	10:00-11:15 a.m.	TBD
Project Results/Client Outcomes	Beg.-Inter.	Live/online (Zoom)	11:15 a.m.-12:15 p.m.	TBD
Project Budget Form	Beg.-Inter.	Live/online (Zoom)	1:00-1:45 p.m.	TBD
Look Ahead: Reports/Compliance	Beg.-Inter.	Live/online (Zoom)	2:00-3:00 p.m.	TBD
RECORDED:				
Is my CBO Grant Ready?	Beginner	(Recording)	On demand	TBD
Look Ahead: Reports/Compliance	Beg.-Inter.	(Recording)	On demand	TBD
Preparing the Project Budget	Beg.-Inter.	(Recording)	On demand	TBD
Communicating Project Results	Beg.-Inter.	(Recording)	On demand	TBD

3.5 Written Aides: Find brief aides for reference based on the workshop content.

TOPICS	LEVEL	FORMAT	TIME	DATE
Get Started: Online Grant System	All CBOs	Informational aide	On demand	TBD
Is my CBO Grant Ready?	Beginner	Informational aide	On demand	TBD
Developmental CBO Partnerships	Advanced	Informational aide	On demand	TBD
Ahead: Post-Award Requirements	Beginner	Informational aide	On demand	TBD
Tips: Preparing the Budget	Beg.-Inter.	Informational aide	On demand	TBD
Tips: Communicating Results	Beg.-Inter.	Informational aide	On demand	TBD

3.6 Additional Information/ Addenda

Requests for additional information or clarifications must be made in writing with a copy to the Clerk of the Board and received via e-mail to the Designated Contracting Officer no later

than 5:00 p.m. on January 18, 2024. The written request must contain the Applicant's name, organization, phone number, and email address in the body of the email, and a reference to this grant process in the subject line: CBO2425, Human and Social Services.

Miami-Dade County will issue responses to inquiries and any other corrections or amendments it deems necessary in a written addenda or addendum issued prior to the Application Due Date through the Grants Coordination Portal. Proposers should not rely on any representations, statements, or explanations other than those made in this Grant Guidance document or other written addenda/um. Where there appears to be conflict between the Guidance document and any addenda/um issued, the last addenda/um issued shall prevail. It is the Applicant's responsibility to review all addenda/um.

3.7 Application Deadline and Submission Instructions

Potential Applicants should pre-register with the Office of Management and Budget – Grants Coordination to ensure they receive updated information in the event changes about this Process must be communicated. Register at www.miamidade.gov/grants. See *CBO Application Guidance Document (CBO-2425) for Health and Human Services*.

Applications must be completed and submitted in the online Grants Coordination Portal, **no later than 11:59 P.M. on Wednesday, January 31, 2024**, after which time the Grant System will close.

Applicants are encouraged to submit their application(s) **24 hours in advance** to allow time to respond to any system alerts about missing or incomplete sections as no additional time will be permitted to remedy such alerts after the application deadline.

To get started, Applicants must:

1. Go to the Office of Management and Budget Grants Coordination Portal accessible online at www.miamidade.gov/grants. Click on the Apply link.
2. Create an Applicant Account – just one account per Applicant organization. If more than one person from your organization will be working in the Application, the same login credentials may be shared and/or the main person may add others to the account as “collaborators” or email “contacts.”
3. Follow instructions and prompts within the Grants Coordination System to complete the Application. The System will save progress so Applications may be completed over time. If multiple people are working within the Application at the same time, the most recent edits will be saved.

Once in the portal: Applicants will enter information in response to questions. They will upload documents and follow prompts to navigate the information and materials (refer to Section 4.0 to review the narrative questions and documentation).

3.8 Minimum Requirements

Applications will be screened by Miami-Dade County's Office of Management and Budget - Grants Coordination to ensure compliance with the minimum requirements for this Process below. Applications that do not meet the minimum requirements will be deemed unresponsive.

1. Timely and complete submission of the application package
2. Must provide an IRS letter of determination documenting 501(c)(3) status

3. Must provide services in Miami-Dade County
4. Must provide an IRS Form 990 in the name of the proposing organization
5. Must submit one (1) copy of the Applicant's last completed fiscal audit including related management letter or alternative documentation outlined in Section 3.0 (G)
6. Must provide copies of the two (2) most recent independent site visit monitoring reports issued by applicable funding sources, or an explanation of why they are not available

3.9 Pre-Selection Site Visits

Miami-Dade County reserves the right, at its sole discretion, to conduct a pre-selection site visit to review the administrative, programmatic, and fiscal operations of any organization that is being considered for funding as a part of this Process.

3.10 Pre-Selection Presentations

Miami-Dade County reserves the right, at its sole discretion, to require finalists for this Process to make a face-to-face presentation to the Evaluation/Selection Committee.

3.11 Modifications

Modifications and/or additions received after the application due date will be considered late and not reviewed.

3.12 Grant Process Postponement or Cancellation

If for any reason funds are not allocated or available, Miami-Dade County reserves the right to postpone or cancel this Process at any time. Miami-Dade County may, at their sole and absolute discretion, reject any and all, or parts of any and all applications; re-advertise this Process; postpone or cancel this Process; or waive any irregularities in this Process, or in the applications received as a result of this Process.

3.13 Costs Incurred by Proposers

Any and all expenses involved in the preparation and submission of an Applications, or any work performed in connection with development and submission of an application shall be borne by the Applicant(s). No payment will be made for any responses received by Miami-Dade County or for any other effort required of, or made by the Applicants. prior to commencement of work, as defined by a contract to be entered into between Miami-Dade County and the entity approved for funding.

3.14 Changes/Updates of Applicant's Location or Contact Information

It is the responsibility of the Applicant to update its application concerning any changes in its contact information (i.e., telephone number, address, e-mail address).

3.15 Withdrawal of Applications

Applications shall be irrevocable until contracts are awarded unless the application is withdrawn. An application may be withdrawn, in writing only, addressed to Miami-Dade County's designated Contracting Officer for this Process as directed above.

3.16 Proprietary/Confidential Information

Applicants are hereby notified that all information submitted as part of, or in support of, applications will be available for public inspection after opening of applications, in compliance with

Chapter 119, Florida Statutes, popularly known as "Public Records Law." Also, all meetings held in conjunction with this process shall be held in compliance with Chapter 286 Florida Statutes, popularly known as the "Sunshine Law."

3.17 Vendor Registration

Prior to being recommended for award, the Applicant shall complete a Miami-Dade County Vendor Registration in the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>; or, contact the Strategic Procurement Department at (305) 375-5773, or by e-mail to ISD-VSS@miamidade.gov, for assistance. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration is current, complete and accurate. In the event the Miami-Dade County Vendor Application is not properly completed within the specified time, contracting and payment may not be completed.

Please note that it is not necessary to complete a vendor registration or complete vendor affidavits prior to submitting the Application for this process. These documents will only be necessary if the proposing organization is recommended for a funding award under this competitive solicitation process.

3.18 Aspirational Policy Regarding Diversity

Pursuant to Resolution No. R-1106-15, Miami-Dade County vendors (i.e., Subrecipients) are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

3.19 Rights of Protest

This Section describes the appeals procedure for this Process. The basis of any appeal for these grants is limited to the failure on the part of the County to follow the process outlined in this Grant Application Guidance document. Disagreements with the terms of this Process shall not form the basis of an appeal. Neither shall a disagreement with the scoring and evaluation of a proposal form the basis of appeal, unless the Appellant alleges and demonstrates that the scoring and evaluation failed to follow the process outlined in this Grant Application Guidance document. A written intent to file an informal protest shall be filed with the Clerk of the Board at CLERK.BCC@miamidade.gov and e-mailed to the Contracting Officer, Linda Schotthoefer, at CBOgrant@miamidade.gov within five (5) County workdays of the filing of the Mayor's Preliminary recommendation of the grant awards. The Mayor's recommendation to award will be e-mailed to all Applicants for this Process. The five-day period (excluding weekends and holidays) begins on the County workday after the filing of the Mayor's recommendation. Such written intent to file an informal protest shall state the particular grounds on which it is based.

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board at CLERK.BCC@miamidade.gov and e-mail to the Contracting Officer, Linda Schotthoefer, at CBOgrant@miamidade.gov within four (4) County workdays after the last date to file the written intent of informal protest. A decision regarding the validity of the informal protest will be made within five (5) County workdays of the last day to file pertinent documents and supporting evidence by a three (3) member Informal Appeals Panel appointed by the issuing department. This five-day period begins on the County workday after the last date to file pertinent documents and supporting evidence. Appellants will be notified of the Panel's decision within one (1) day of the Informal Appeals Panel's meeting. This one-day period begins on the County workday after

the meeting.

Protesters shall have the right to appear at a publicly noticed meeting of the Informal Appeals Panel and will be provided the opportunity to make an oral presentation and answer questions from the Informal Appeals Panel. The Informal Appeals Panel may limit the time of the Protester's oral presentation, but the Protesters shall have at least two (2) minutes to make an oral presentation to the Informal Appeal Panel. The County may, at its sole discretion, extend the time periods set forth in this Section.

3.20 Exception to the Application Guidance

Applicants may take exceptions to any of the terms of this Application Guidance unless the Grant Application Guidance document specifically states where exceptions may not be taken. Exceptions will only be considered from the selected Applicant(s) who have responded to the Process as specified. All exceptions taken must be specific, and the Applicant must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate it. No exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Application Guidance. Applications taking such exceptions may, in the County's sole discretion, be deemed non-responsive.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Grant Application Guidance document. However, the County is under no obligation to accept any exceptions. If no exception is stated, the County will assume that the Applicant will accept all terms and conditions.

3.21 Preliminary Screening and Due Diligence.

All proposals will be screened by OMB for compliance with minimum criteria as described in Section 3.8 of this Guidance document. Proposals that meet the minimum criteria will be considered reviewable. For proposals identified for funding by the Evaluation/selection Committees, an additional due diligence search and organizational review will be conducted by OMB staff for the Applicant and any proposed subcontractors utilizing a standard checklist (Attachment B). Results will be shared with the Applicant, and Applicants shall be given the opportunity to respond in writing. The results of this review will be reported to the Board at the time a recommendation for funding is provided by the Mayor.

3.22 Past Performance

An Applicant's past performance as a Provider or subcontractor on Miami-Dade County contracts may be taken into account in evaluating the proposals received for funding under this Application Guidance.

3.23 Individual and Committee Application Rating and Ranking

Reviewable applications will be evaluated by Evaluation/Selection Committees comprised of approximately one non-voting chair representing the issuing department and five (5) voting members including appointees of Miami-Dade County and external appointees where possible. The County will strive to ensure committees are balanced with regard to ethnicity and gender, and that all reviewers are screened for any potential conflicts of interest. Committee members will have the appropriate professional experience and/or knowledge to evaluate proposals. Committee members will receive training and information from OMB focused on the nature of the funding priorities, the use of the rating form, use of the Grant System, communication, Cone of Silence regulations, rating criteria, scoring, and other pertinent areas of the evaluation process. Evaluation/Selection Committees will be organized by the types of services and other details featured in applications. Larger committees

comprised of sub-committees may be assembled for service areas that receive a large volume of applications. At the sole discretion of the County, the County may coordinate review of an individual application by any of the Evaluation/Selection Committees convened for this purpose and/or coordinate review by more than one committee. Members of the same committee will be assigned the same portfolio of applications to review. They will access the assigned applications and scoring templates using the online Grants Coordination Portal and/or request assistance to access printed copies.

Evaluation/Selection Committee members will evaluate and rank applications on the criteria listed below. Up to 110 points may be assigned per application. This includes up to 10 points available to award to Applicants that include developmental partnerships within their applications (as described in Section 3.0-E). The scoring criteria also affords committee members the option to subtract up to 5 points for significant or frequent past performance issues.

Section	Maximum Points
1. Organizational Experience	5
2. Statement of Need	20
3. <u>Program Plan</u>	40
a. Target Population	10
b. Program Delivery	20
c. Results	10
4. Staff and Volunteer Capacity	10
5. Budget and Financial Capacity	20
6. Collaboration and Coordination	5
Score	100
7. ADD: Points for Developmental Partnerships	10
8. DEDUCT: Past Performance	-5

3.24 Development of Evaluation/Selection

Committee Recommendations The work of the committees begins with each member reviewing the Applications assigned to their committee and independently assigning a score. This method is used to surface a variety of initial thoughts. Diversity of opinions (and scores) is expected. It is used to create meaningful discussion about the nuances of each application. In addition to assigning numerical scores committee members will have the opportunity to add comments to individual applications, which they will be encouraged to do as a part of their training.

Individual Committee members' scores will be totaled and averaged to yield the Committee's aggregate final score for each application. These final scores will determine the ranking and will serve as one factor to be considered as the evaluation process continues. Individual committees will be convened in person to consider both aggregate and individual scoring results. Deviations from averages will be noted and outliers identified for further discussion by the group. Systematically, the committee will consider one application at a time. For deviations and outliers, individual members with the highest and lowest scores will share their logic and rationale for their scores, and other committee members will be invited to share their reactions and perspectives. Any aspect of an application may be discussed. Individuals may re-assess and adjust their scores (if they feel it is warranted based on any new, different, or reconsidered ideas).

In instances where due to the number of applications received, multiple subcommittees are

formed, each subcommittee will meet separately as previously described to review, discuss, and score the applications assigned to that subcommittee. Then all subcommittees will reconvene as a committee of the whole to review and discuss the final rankings across all of the subcommittees. The committee of the whole will then consider the overall funding recommendations.

Additional factors that may be considered by Evaluation/Selection Committees in making funding recommendations include, but are not limited to:

- The total amount of funding allocated for services under this Process
- The amount of funding allocated for each funding category
- The satisfactory review of each of the applications by the Evaluation/Selection Committee
- The distribution of services within that service category
- Previous program performance
- Report card issues or other concerns
- The range or diversity of service types achieved within that category
- Any interests unique to each funding category, as specified in the Grant Application Guidance document

With the assistance of staff, the Evaluation/Selection Committees and the County reserve the right to review and/or fund a proposal from a different category of funding than that which was requested.

Evaluation/Selection committees will consider and discuss staff recommendations and all of the above factors when developing funding recommendations and rationale. Evaluation/Selection Committees will utilize a consensus-based process for determining final recommended funding allocations. At the discretion of the Evaluation/Selection Committee, an application with a lower score may be recommended for funding instead of an application with a higher score in order to achieve maximum geographic coverage for a particular service.

3.25 Application Evaluation Criteria

Criteria to be used to evaluate applications will include, but not be limited to, the following:

1. Organizational Experience..... 5 points

Applicant identifies all required elements of organization’s history, as delineated (e.g., date of incorporation, structure (part of a national organization, etc.), location, mission statement, types of services offered, general contract or grant management experience, etc.)

Applicant includes all required supporting documents in the form of attachments to the application that are relevant to history, longevity, experience, and professional operations (e.g., IRS letter of determination of 501(c)(3) status in the name of the Applicant, roster of the agency’s Board of Directors. Annual operating budget for the organization, Form 990 tax documents, certified financial audit with management letters (if available) or certified financial statements (if available, etc.).

Documents support a positive view of the Applicant’s organization as experienced, professional, and stable.

2. Statement of Need 20 points

Applicant clearly describes the types of conditions, problems, gaps in services and/or program needs that will be addressed.

Applicant provides supporting statistics and cites sources. Local data is included. Data is relevant and compelling.

Applicant makes a strong case for County funding in the context of other available funding, resources, and services and provides supporting statistics and cites sources.

Applicant lends other insights based on experience and knowledge of the community to be served.

3. Program Plan 40 points

Target Area/Population (Sub-points 10)

Applicant provides clarity on the specific clients to be served. If there are multiple sub-groups being served, details about the groups and the respective types/levels of services they are receiving is evident.

Applicant provides compelling reasons for the selected target geographic area(s), target population(s) to be served, service location(s), and the number of people to be served.

Program Delivery (Sub points 20)

Applicant provides program goals that are clear, logical in terms of the target audience and issues being addressed, and compelling.

Applicant describes:

- a. proposed program/services in detail and includes all required information;
- b. how the target population will be recruited and retained;
- c. client eligibility;
- d. current caseload;
- e. service schedule (days, hours, etc.) and location(s);
- f. accessibility of services in terms of schedule, location, transportation, childcare, etc.;
- g. program model or evidence-based practice that serves as the basis for the program;
- h. all major service components (frequency and duration) so it is clear what each client is receiving from the program; and
- i. cost effectiveness of the program/services.

Applicant clearly explains the agency's cultural and linguistic competency to provide these services, and if staff is reflective of the target population.

Applicant provides a compelling explanation of the agency's connections to this specific community, and how the agency/staff is uniquely qualified to provide services in the target area and work with this target population.

Demonstrates a clear understanding of the population and area and strong ties with the community to be served.

Results (Sub-points 10)

Overall, Applicant's information points to strong benefits for the clients served.

Applicant identifies reasonable and logical primary workload measures and primary performance/outcome measures for the program that are specific, measurable, achievable, results focused, and time bound.

Applicant explains process for monitoring, evaluating, and ensuring the quality of services.

Applicant has a practice, process, or system in place for documenting clients served, services provided, and outcomes achieved.

Client outcomes are measurable, achievable, results- focused, and time-bound – and compelling in terms of how they are helping their clients.

4. Staff and Volunteer Capacity 10 points

Applicant provides a staffing plan noting the name and qualifications of the Project Manager (single point of contact), total number of staff, position titles, lines of authority and/or supervision (reporting structure), and whether staff is on-board or will have to be hired.

Applicant also adequately describes the job duties for each position and attaches resumes of key staff.

Based on the project application, the applicant has enough people and with the right qualifications and skills to get the job done. If an agency does not have a lot of staff, they have developed ways of engaging their board, volunteers, interns, parents, or others.

Applicant offers a compelling explanation for how the agency/staff is uniquely qualified to provide services in the target area and work with this target population.

Applicant describes agency's and key staff's experience in providing the proposed services, working in the target area, and working with the identified target population.

Applicant adequately describes programmatic, administrative, and fiscal management capabilities.

5. Budget and Financial Capacity.....20 points

Applicant submits a complete, accurate, reasonable, cost effective, and well justified unit cost and budget.

Applicant provides a thorough and realistic description of how they will be able to implement the proposed services on a reimbursement basis and provide relevant third-party supporting documentation (e.g. an audit if they have one; and if not, other financial statements, bank statements, line of credit).

The Applicant has a practice, process, or system in place for documenting expenditures.

The balance of administrative costs (indirect costs) compared to direct costs is reasonable, well justified, and fits what the program needs.

Other funders are contributing to this project and the agency has opportunities to use the County dollars to generate a match (and provides a thorough explanation).

For future financial projections, the agency provides a reasonable and sound explanation for why they have confidence in those funds being raised by the time the project starts, and what their other sources or backup plan may be if they do not get the funding requested.

6. Collaboration and Coordination.....5 points

Applicant identifies the existing, and meaningful collaborations, partnerships, or coordination of services with other organizations within the community, if any, and has attached copies of any formal MOUs or collaborative agreements as required.

Applicant adequately explains how the agency will coordinate services with other providers that serve your target population and area to ensure that other needs are addressed in a comprehensive way.

Applicant demonstrates the capacity to leverage other services, funding, and/or resources.

TOTAL POINTS: 100 points

PLUS: TWO SCORING OPPORTUNITIES BELOW

7. ADD: Points for Developmental CBO partnerships10 points

Reviewers will use the criteria below to assign up to 10 additional points for special developmental collaborations (described in Section 3.0-E).

Applicant fits the mold of a relatively high-capacity organization that has created a special developmental partnership within the proposed Project. The

partner fits the mold of a CBO or individual with less capacity that may otherwise be challenged to implement a project on their own. There is potential for mutual benefit.

The partnership will directly support the goals of the Project, which remains focused on client services – and where the new partner has a meaningful role.

It also includes a professional or organizational development opportunity for the new partner, which was co-developed by both partners. That component has been sufficiently developed (i.e., with a specific goal, method, schedule, and anticipated result for a professional/organizational development outcome).

8. Past Performance.....Minus up to 5 points

Applicant's past performance includes documented performance or compliance issues on the CBO Report Card, or monitoring reports, or other. These issues will vary, but common considerations are their severity, how long they've been going on, if there is a pattern or cluster of issues, and what signs if any indicate they are actively attempting to resolve issues vs. not.

Applicant failed to satisfactorily meet all its outcomes and performance measures in contracts with the County (or other agencies or funders).

3.26 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Applicant(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the applications remaining in consideration based upon the written documents combined with the oral presentation.

3.27 Negotiations

The County may award a Grant Agreement on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Applicant's best terms from a monetary and technical standpoint. The Evaluation/Selection Committee will evaluate, score, and rank applications, and submit the results of their evaluation to the Mayor with their recommendation.

Any Applicant recommended for negotiations may be required to provide to the County their most recent certified audit and/or statements as of a date not earlier than the end of the Applicant's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent IRS tax filing will be accepted if certified audit or financial statements are unavailable.

Any Applicant recommended for negotiations may be required to provide to the County information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein,

in which the Applicant, any of its employees or subcontractors is or has been involved within the last three years.

3.28 Grant Award

Any Grant Agreement, resulting from this Process, will be submitted to the Mayor or designee for approval. All Applicants will be notified in writing when the Mayor or designee makes an award recommendation. The grant award, if any, shall be made to the Applicant whose application shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest described in Section 3.19, the County's decision of whether to make a grant award and to which Applicant(s) shall be final.

3.29 Selection and Notification of Funded Applications

The Evaluation/Selection Committee's final scores, rankings, and recommendations will be submitted to the Mayor who will make the final funding recommendations. The Mayor's funding recommendations will be forwarded to the Board. All Applicants will be notified of the final award recommendations. It is anticipated that Grant Agreement negotiations with Miami-Dade County will begin on or about October 1, 2024.

3.30 Miami-Dade County Conditions of Grant Award

All organizations awarded funding through this process will be entering into a Grant Agreement with Miami-Dade County, a sample of which is included as Attachment A . for the Agreement and accompanying attachments are included for informational purposes only. They should not be completed and included with the Application. Applicants may rely on the Completion Checklist at the end of this document to clarify the items that must be included with the application.

4.0 Application Questions, Guidance, and Documentation

Applicants will respond to questions or prompts in the online Application within the Grants Coordination Portal. Narrative Sections align with the components to be reviewed by the evaluation/selection Committees. As noted below, some open-ended questions will be accompanied by forms or entered data. Many questions will be complemented by the documents that will be a part of the Application package. The relevance of documents to specific questions is noted below. For Applicants submitting more than one application, some information may be shared across applications, or common information can copies.

- 1. Organizational Experience (5 points): Describe your organization's background, experience, and strengths. Upload key organizational documents.**

Guidance: Highlight organizational history, structure, and experience; and name your organization's top 1-3 strength(s) relevant to implementation of the Project. Examples are how long the organization has been in business, current priorities, how the organization is structured (part of a national organization, etc.), mission, abbreviated summary of the types of services offered, etc. Examples of areas where Applicants may describe strengths include operations, grant management, leadership, programmatic, collaboration, etc.

- a. Provide organizational documents.** Upload to the Grants Coordination System an IRS letter of determination of 501(c)3 status in the name of the Applicant; annual agency-wide budget; a current roster of the agency's Board of Directors; most recent IRS Form 990 (any version); and a certified financial audit and related management letters (if available), (if not available) financial statements (certified by a professional, if available) or

other documentation as identified in Section 6.0.

2. **Statement of Need (20 points):** What are the conditions, problem, gaps in services, or gaps in specific program needs (or opportunities) that will be addressed by your Project?

Guidance: Describe the conditions, problem, gaps in services, or gaps in specific program needs (or opportunities). Clearly state the reason that funding is required from Miami-Dade County (in the context of there being other available funding, resources, and services). Provide the most recent available data to support your response and cite data sources. Use local data where possible. Complement all with any local knowledge, learning, or insights you may have gained about those impacted – and specify the ways you may have engaged clients in informing those perspectives (e.g., survey, focus groups, observation of trends, etc.) Briefly state how your proposed program would meet the need(s) or fill the gap(s) (and go deeper into how the program would work in response to the next question).

3. **Program Plan (40 points):**

- a. **Target population (10 sub-points).** What are the specific characteristics of the target population to be served by your Project, and why did you decide to serve this group? How many will you serve per year, and how will you recruit and retain them?

Guidance: Refer to Section 2.1 of this Grant Application Guidance document for information on population groups. Note the County interest in tracking clients across age groups, and the flexibility Applicants are allowed to define special populations. Be aware that limiting your response to serving “everyone” or “county-wide” may be vague unless there is more explanation or justification. If your program reaches County-wide, identifying the geographical areas where most of last year’s clients lived (regions, districts, neighborhoods, or zip codes). If you lack data from last year, project the specific clients based on where and how you intend to recruit and advertise.

- b. **Program Delivery (20 sub-points).** What are the practical goals of the Program, and how are the services delivered on a regular basis and throughout the year to meet the specific needs of the target population described above?

Guidance: Describe the main activities your organization undertakes to achieve your goals. It may help to consider how clients progress through the program from start to finish. Emphasize the specific approaches you’ve included in your program to match the unique needs, experiences, and strengths of the people served. Share any agency connections to the specific community, and how your organization/staff is uniquely qualified to provide services in the target area and work with this target population. Describe how you focus on making sure the services are of high quality. Other detail Applicants may want to emphasize are:

- i. All major service components, including follow-up after the

- proposed services are provided;
- ii. Program model or evidence-based practice that serves as the basis for the program, for organizations adapting models or building their own models, describe why and how you are adapting/developing your own and how it's working;
- iii. Client eligibility; how different groups of clients may be engaged in different components (e.g., third graders vs. parents the program engages to support them) current caseload; number clients served at any given time;
- iv. How the target population will be recruited and retained;
- v. Service schedules (days, hours, etc.) Note - How often do clients "attend," and for how long each time, and for what period throughout the year;
- vi. Location(s) and accessibility of services in terms of schedule of activities and open hours, location, transportation, childcare, etc.; any special accommodations provided; and
- vii. Cost effectiveness of the program/services.

c. **Results (10 sub-points) What do you define as "results" for the Program? What do you expect those results to be in year one if your Program is funded (numbers)? How do you go about monitoring and tracking those (i.e., systems and practices in place)?**

Guidance: Approaches to recording and communicating results will vary from one Applicant to the next. All Applicants will enter information into the Grants Coordination Portal to distinguish the following: First, two (2) key activities/efforts of staff and the immediate results (e.g., # clients served, # meals distributed, # sessions hosted, etc.); and next the client changes and improvements (e.g., client's knowledge of mental health stigma, client's skills for resolving conflict in the home, client's improved grades or literacy skill, maintained nutritional status among clients, etc.).

- i. Ideal: CBO partners will have (or develop) at least two main performance or outcome measures that are specific, measurable, achievable, results-focused, and time-bound (SMART). Some applicants will have sophisticated practices and systems in place for measuring and reporting those; others will not. For CBOs with less-developed systems, a lack of formal outcomes measures should not be a barrier to applying but note the minimum requirements.
- ii. Minimum requirements: Agencies funded through this Process should have step-by-step method they can describe to indicate how they will document and report to the County the number of clients served by the program each month, indicate the services they received, and provide back-up document (e.g., a simple sign-in sheet, Excel attendance records, other).
- iii. Other: While "client satisfaction" may not technically be an outcome, it can be valuable. Describe if and how you are using it, what the results have been. If you have other ways of identifying results, add those.

4. **Staff and Volunteer Capacity (10 points). What is your plan for using staff and volunteers to implement this Project?**

Guidance: Describe the extent to which you have enough people with the right skills and qualifications to cover all that is needed to successfully implement the Program. Describe your programmatic, administrative, and fiscal management staffing capabilities including your process or system for documenting clients, services, client follow-up, external referrals, outcomes, and expenditures. Explain your process for monitoring, evaluating, and ensuring the quality of services. Describe how Subcontractors may be part of your strategy. If applicable, describe how board members, interns, or other community volunteers may be a part of your strategy (and the specific ways you intend to engage them).

- a. Resumes: For key staff or Subcontractor positions assigned to this Project, summarize qualifications in the narrative and provide (upload) resumes (or a job description if there is a vacancy for key staff that will be hired to work on this Project).
- b. Staff plan: Provide a basic staffing plan for the Project by completing a grid (as a part of the online application). Include the name and qualifications of the Project Manager (single point of contact) and total number of staff who will be working on this Project. List each position and input key details (e.g., full- vs. part-time; filled vs. vacant (and projected hiring date), portion of time assigned to the project, portion of that time that is administrative (Indirect Cost) vs. direct service delivery, etc.

5. **Budget and Financial Capacity: What is the total budget of the proposed Project, and how does it reflect general interests in ensuring costs are reasonable?**

Guidance: As prompted in the Grants Coordination Portal, enter basic budget data (total cost of the Project, amount of funds requested (this Process), amount already secured by the Applicant, and amount that would need to be found/raised by the start of the Project).

Form: Use the Excel form within the Grants Coordination Portal to create a Total Project Budget. Include total revenue and total expenses (regardless of multiple funders supporting one Project):

- a. The form separates Indirect Costs (Administrative Costs) from Direct Costs. These are defined in Section 1.2. The latter are for things used directly by clients. Note, there may be some expenses often thought of as Administrative Costs where a *portion* could be categorized as a Direct Cost. Examples are the portion of your building (rent) that is used to provide children's physical therapy; the computer lab (equipment) that is used by teens in the life skills program; and the van (transportation) that transports older adults to meal sites. Any portions of such costs added to the Direct Cost Section must include a brief justification statement and calculation (e.g., \$900 rent calculated as 20% x \$1800/month). For smaller organizations where one person may be divided between both administration and direct service delivery, salaries and fringe benefits may be divided in the same way. The justification/calculation should be clearly shown on the form (and this could be further clarified by uploading a resume that shows both roles).

- b. There is ~~not~~ a specific administrative cap >>not to exceed fifteen percent (15%) of each Program allocation from the County<< imposed on this Process, but Applicants must strive to create a reasonable budget that is well-justified and explained throughout. All indirect or administrative costs must relate to the Program being funded by the County.
- c. Other information featured in the form is line item expenses, overall cost per client, total balance of Direct Costs vs. Indirect (Administrative) costs, and the share of the overall budget, Indirect Costs, and line-item amounts assigned to the County.

Narrative: Applicants are encouraged to use the narrative portion of this Section to clarify or add context to:

- a. Applicant's organizational abilities to implement the Project on a reimbursement basis (which requires discipline and a system for tracking and submitting documentation of expenses as well as sufficient cash flow to sustain the program between payments).
- b. Diversification of funding for the Project (e.g., the status of other revenues raised vs. projected for the Project and how the Project would be impacted if other projected revenues did not materialize).
- c. In-kind and volunteer supports for the Project.
- d. Appropriateness of any expense (and justification).
- e. Overall cost per client.
- f. Level of Indirect (Administrative) Costs overall as well as the portion attributed to the County.

Organizational documents: Documents uploaded as part of the Application package that may be considered here are the organization-wide budget, the financial audit and management letters, financial statements, IRS Form 990, or other.

6. **Collaboration and Coordination (10 points). What are your organization's most meaningful collaborations, partnerships, or coordination efforts related to this Project?**

Guidance: Name the ways your organization collaborates and coordinates with others that may have a direct or indirect positive impact on this Project. Emphasize coordination with providers that serve your same target population and/or geographic area that are gaining greater access to a range of services they need. For the most significant relationships, attach any partnership agreements for reviewers to consider. Summarize the purpose of the collaboration, the partners, partners roles, and the resulting benefit for clients or the organization. Note: If you are initiating a Developmental CBO Partnerships, use a separate Section (below) to share that partnership so you may be awarded additional points.

Document: If a Subcontractor represents a key collaboration, the Subcontractor agreement (and in the case of a nonprofit Subcontractor) the IRS proof of 501(c)(3) status of the Subcontractor should also be uploaded.

7. **Developmental CBO partnerships (ADD: Up to 10 additional points): Describe the Developmental CBO partnership your organization is embedding into its project design. Include a status update.**

Guide: Name your partner(s) and very briefly summarize the motivation behind the partnership, and any broader mutual benefits envisioned. 1) Describe how this partnership aligns with the County's interest in leveraging grassroots organizations to

reach and serve residents. 2) Describe how this partnership will support the client services and what portion of the Project budget will be shared with the CBO partner). 3) In specific and practical terms, describe the developmental component to be undertaken (i.e., goal, method, schedule, and anticipated outcome/benefit for the professional/organizational development of the CBO partners. Note the extent to which those goals were co-developed. Add other notes as needed.

5.0 Grant Agreement Terms and Conditions

All organizations awarded funding through this Process will be entering into a Grant Agreement with Miami-Dade County. The agreement attached as Attachment A to this Grant Application Guidance document is for informational purposes only. The agreement will not be submitted with the grant Applications. If awarded a grant, Applicant will be expected to comply with the terms and conditions of the template Grant Agreement.

5.1 Agreement Period and Renewals

The Grant Agreement period for this Process will be for a twelve (12) month period with an anticipated commencement date of January 1, 2025 and up to two one-year options to renew based on the organization's performance.

5.3 Personnel

In submitting their application, Applicants and are representing that the personnel in their applications shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case the Applicant must be able to provide a qualified replacement. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Applicant under its sole direction, and not employees or agents of the County.

5.4 Grant Agreement Process

The successful Applicant(s) will be required to submit all documents deemed necessary at the County's sole discretion for development of the Grant Agreement (i.e., revised budget, scope or service, vendor application, and affidavits).

5.5 Rules, Regulations, and Licensing Requirements

The Applicant shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein including but not limited to those applicable to conflict of interest and collusion. Applicants are presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulation and may in any way affect the Program for which it submitted an application, including but not limited to Chapter 11A of the Code of Miami-Dade County, Executive Order No. 11246 "equal Opportunity" and as amended by the Executive order No. 11375, as supplemented by the department of Labor Regulation (41cFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

No individual or entity who is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a corporation, partnership or joint venture in which the individual has a controlling financial interest as defined in 2-11.I(b) (8) of the Miami-Dade County Code shall be allowed to receive any additional county contracts, purchase orders or extensions of county contracts until either the arrearage has been paid in

full, or the County has agreed in writing to a repayment schedule

5.6 Meeting Obligations through Fraud (Section 2-8.4.1 of County Code)

If, for any reason, the Applicant should attempt to meet its obligations under the awarded agreement through fraud, misrepresentation or material misstatement, the County shall, whenever practicable, terminate the agreement by giving written notice to the provider of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Any individual or entity who attempts to meet its obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years.

5.7 Specific Terms and Conditions

A copy of the draft Grant Agreement is provided as Attachment A.

6.0 Application Next Steps

A. Register to Receive Access to the Grants Coordination Portal

- Go to the Miami-Dade County Office of Management and Budget – Grants Coordination website at www.miamidade.gov/grants.
- Click on *CBO Grant Process (CBO2425)* to register name, organization, and email address.
- Access link to Grants Coordination Portal.

B. Get started in the Grants Coordination Portal

- The Portal contains the online Application; all applications must be completed and submitted through this system.
- For those submitting multiple applications system features will allow sharing of standard organizational information across more than one application.
- Once Applicants have completed registration (#1 above), they may click on “apply” to be directed to the Portal.
- Create an Applicant Account – just one account per Applicant organization. If more than one person from your organization will be working in the Application, the same login credentials may be shared and/or the main person may add others to the account as “collaborators” or email “contacts.”
- Follow instructions and prompts within the Portal to complete the Application. The System will save progress so Applications may be completed over time. If multiple people are working within the Application at the same time, the most recent edits will be saved.

C. Attend a Pre-Application Conference (Schedule, Section 3.3). All applicants are strongly encouraged to attend.

D. Review the Schedule of Technical Assistance Workshops (Schedule, Section

3.4). Workshops are open to all applicants. The schedule denotes workshops designed for Beginner, Intermediate, or Advanced levels.

E. **Submit Written Questions during the designated period (Section 3.6).**

F. **Complete the Application within the Grants Coordination Portal no Later Than 11:59 p.m. on January 31, 2024.** Use the Grants Coordination Portal available at www.miamidade.gov/grants.

- Applicants are encouraged to submit their application 24 hours in advance. The system may reject an incomplete application, so submitting in advance will provide time to supply the missing information.
- Follow the prompt in the Portal to submit the documents below as a part of your application package.

7.0 Checklist of Documents Applicants Will Include in Their Application.

The documents listed below should be uploaded through the Grants Coordination Portal available at www.miamidade.gov/grants. Follow system prompts to upload and/or enter the following into the system:

#	ITEM	APPLIES TO:
<i>Organizational Documents</i>		
1	Board of Director's Listing	All Applicants
2	Bylaws	All Applicants
3	Articles of Incorporation	All Applicants
4	501(c)(3) status of Applicant IRS letter of determination	All Applicants
5	<p>Incorporation: Current Certificate of Status, Florida Department of State - Division of Corporations (FDOS-DOC) (www.sunbiz.org)</p> <p>Must certify the proposing organization is organized under the laws of the State of Florida or authorized to conduct business in the State of Florida, the date of filing, that all fees and penalties have been paid, that the Proposer's most recent Annual Report has been filed with the FDOS-DOC, that the status is active, and the Proposer has not filed Articles of Dissolution or a Certificate of Withdrawal;</p> <p>OR "Detail by Entity Name" and Annual Report documentation (www.sunbiz.org) showing Applicant's FEI/EIN Number, status as "Active", and the "Filed Date" of the most current Annual Report must be within this calendar year.</p>	All Applicants
<i>Financial Documents</i>		
6	Annual Agency-Wide Budget (Current)	All Applicants
7	Certified Financial Audit, including related management letters.	For Applicants with an audit

8	<u>If a Financial Audit is not available, then submit:</u> (a) IRS Form 990 (or 990-N, 990-EZ, or 990-PF) (b) A detailed explanation (written and uploaded with other documents) for how the organization plans to ensure the County will receive accurate financial information throughout the grant period. (c) Three months of most recent agency bank statements.	Alternative for Applicants without audits
9	Total Program Budget (Access the form in the portal)	All applicants
<i>Contract Compliance</i>		
10	Copy of last 2 monitoring reports by a funder (if applicable)	Applicants monitored by funders
<i>Staffing</i>		
11	Copy of resumes for key personnel included in the proposed program budget Note: For vacant positions, the job descriptions (below) will suffice.	All Applicants
12	Job descriptions for key personnel included in the proposed program budget Note: Both resumes and job descriptions will complement the <i>Staffing Plan</i> , which will be entered directly into the online application.	All Applicants

ATTACHMENTS:

Attachment A: Agreement and additional attachments that accompany the Agreement. Note: All are included for informational purposes only (refer to Section 5.0).

- Agreement Attachment A: Scope of Work
- Agreement Attachment B: Line Item Budget
- Agreement Attachment B-1-CB: Payment Procedures – Cost Based
- Agreement Attachment B-1-PB: Payment Procedures – Performance Based
- Agreement Attachment C: Due Diligence Affidavit
- Agreement Attachment C-1: State Public Entities Crime Affidavit
- Agreement Attachment D: Screening Affidavit
- Agreement Attachment E-CB: Monthly Payment Request – Cost Based
- Agreement Attachment E-PB: Monthly Payment Request – Performance Based
- Agreement Attachment F: Monthly Progress Report
- Agreement Attachment G: Quarterly Actual Expenditure Report
- Agreement Attachment H: Closeout Report
- Agreement Attachment I: Subcontractors and Suppliers (awards of \$100,000 or more)
- Agreement Attachment J: Authorized Signature Form

Attachment B: Due Diligence Checklist: Informational (refer to Section 3.21).

**ATTACHMENT A -
RESOLUTION EXHIBIT 1**

XXXX-XXXX

FY XXXX-XXXX
County General Funds
Ordinance(s) # __-__ & __-__

- Cost-based
- Performance-based

**THIS DOCUMENT IS SUBJECT TO CHANGE PURSUANT TO CHANGES IN
APPLICABLE LAW**

GRANT AGREEMENT

This grant Agreement made and entered into by and between Miami-Dade County, a political subdivision of the State of Florida, through its Office of Management and Budget, Grants Coordination division (hereinafter referred to as "County" or "OMB"), having its principal office at 111 NW 1st Street, 22nd Floor, Miami, Florida 33128, and the grantee, _____, a corporation organized and existing under the laws of the State of Florida, having its principal office at _____ (hereinafter referred to as "Provider" or "Grantee"), states conditions and covenants for the rendering of human and social services (hereinafter referred to as "Services") for the residents of Miami-Dade County.

WHEREAS, the Provider provides or will develop services of value to the County and has demonstrated an ability or desire to provide these services; and

WHEREAS, the County is desirous of assisting the Provider in providing those services and the Provider is desirous of providing such services; and

WHEREAS, the County has appropriated grant funds for the proposed services; and

WHEREAS, in Resolution No. _ ___, the Miami-Dade County Board of County Commissioners has approved _____ grant contract to the Provider;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

A. The words "Agreement," "Contract," or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Work (Attachment A), and the Budget Documents (Attachment B) and all other attachments hereto, as well as all amendments or budget modifications issued hereto.

B. The words "Contract Manager" shall mean Miami-Dade County's Director of the Office of Management and Budget ("OMB") or the Director's designee, or the duly authorized representative designated to manage the Contract.

C. The word "Days" shall mean Calendar Days, unless otherwise specifically noted.

D. The word "Subcontractor" or "Subconsultant," shall mean any person, entity, firm, or corporation who furnishes labor toward, or who performs some aspect of, the Scope of Services or the administrative aspects described in this Agreement (examples include providing transportation/food services; instructional services, including teachers and/or camp counselors etc.). This does not include employees of the Provider or contractors of the Provider who are regularly and continuously funded under this Agreement to work with clients and provide direct services to clients pursuant to the Scope of Services.

E. The words "Services" or "Program," shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Agreement and the Scope of Services, Attachment A.

F. The word "Review" shall mean inspection of original documentation and retention of copies of such documents associated with the administrative, fiscal, and programmatic functions of the Program(s) supported by Miami-Dade County General Funds.

G. The term "Program Income" shall refer to the income received by the Provider directly from the Services funded under this Agreement or generated as a result of the use of the County's General Fund award.

H. The term "Corrective Action Plan" shall refer to a set of actions taken by the Provider to correct an issue, problem, non-compliance or underperformance, and or a plan to improve performance and/or reduce risk.

I. The terms "Indirect Costs," "Administrative Costs," or "Overhead Costs" or "Administrative and Overhead Costs" shall mean costs that are not directly related to or used specifically by Provider for the client services contemplated in this Agreement but that are nonetheless used or incurred while providing the Services being funded through this grant agreement. These costs include, but are not limited to: rent for administrative space and related utilities; payroll of management, administrative, and clerical personnel that do not directly serve clients in the course of their general work responsibilities; insurance; office supplies that are not used by clients for program activities; audit fees; accounting/bookkeeping salaries or fees; database maintenance, including staff that enters, updates and/or analyzes data; information technology support; software and licenses; janitorial fees that are not incurred for services to the clients; human resources costs, including payroll costs and background screenings required for personnel that do not directly serve clients in the course of their general work responsibilities, subcontractors, and volunteers that do not deliver services directly to clients; and capital equipment for general office use, including copiers (or copier leases), scanners, furniture, computers (if not used by clients for a core activity pursuant to this agreement).

J. The term "Direct Costs" shall mean costs that are directly related to or used by Provider or its staff, or subcontractors, specifically for the client Services being funded in this Agreement. These costs include, but are not limited to, payroll for staff that work directly to provide the Services contemplated in this agreement and work with the clients, equipment or supplies used by clients as a part of the Program, or portions of building costs that are equal to the portion of the building used exclusively for client services contemplated in this Agreement.

K. The term "Non-compliance" shall refer to failure to act in accordance with the requirements established by this Agreement including, but not limited to, the items identified as

a breach in Article 1 of this Agreement.

ARTICLE 2. AMOUNT PAYABLE

Subject to available funds, the maximum provisional amount payable for services rendered under this grant agreement shall not exceed:

Name of Program \$

Both parties expressly acknowledge that by making this grant, the County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. It is the ongoing responsibility of the Provider to maintain sufficient financial resources to meet expenses incurred during the period between the provision of Services and payment by the County. Cost overruns are the sole responsibility of the Grantee. All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense. Grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

Availability of funding under this contract is at the County's sole discretion and is contingent upon an appropriation by the Miami-Dade County Mayor and the Board of County Commissioners ("Board") and on the availability of funds. In the event that County funds on which the Agreement is dependent do not materialize or are withdrawn, the Agreement is terminated, and the County has no further liability to the Grantee, beyond that already incurred by the termination date. In the event of a County revenue shortfall, the total grant may be reduced accordingly. Such termination or reduction of the total grant shall not affect the responsibility of the Grantee under the Agreement as to those funds distributed. Both parties agree that should County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County.

ARTICLE 3. EFFECTIVE TERM

Both parties agree that this is a twelve-month contract and that the Effective Term of this Agreement shall commence on January 1, 2025, and terminate at the close of business on December 31, 2025, regardless of when this Agreement is executed. The County, at its sole discretion and subject to approval by the Board and appropriation of funds, reserves the right to exercise the option to renew this contract for two, one-year periods, beyond the Effective Term.

ARTICLE 4. SCOPE OF SERVICES

The Provider shall render services in accordance with the Scope of Services, incorporated herein and attached hereto as Attachment A. The Scope of Services must clearly indicate the time frames for the delivery of each of the funded services.

The Provider shall implement the Scope of Services in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not be effective until approved by the County and the Provider in writing.

ARTICLE 5. BUDGET SUMMARY

The Provider shall submit a Program budget for each Program being funded under this Agreement. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget, which is attached herein and incorporated hereto as Attachment B. In no event shall the budget under this Agreement include total administrative costs in excess of fifteen percent (15%) of each Program allocation.

The Provider may request budget modifications to amend the Budget during the term of this Agreement. Budget modification requests must be submitted to OMB no later than thirty (30) days prior to the expiration of this Agreement, or December 1, 2025.

A. Direct Cost line item modifications. The Provider may shift funds within a Program Budget between existing Direct Cost line items in Attachment B pursuant to the following restrictions: 1) without a budget modification if the change to the amount of County funds for the line items does not exceed twenty percent (20%); or 2) with a budget modification requested by the Provider's designated representative as stated on the Authorized Signature Form attached hereto, and approved by the OMB, if the changes to a line item exceed twenty percent (20%).

B. Indirect Cost line item modifications. For The Provider may shift funds within a Program Budget between Indirect Cost line items in Attachment B pursuant to the following restrictions: 1) without a budget modification, if the change to the amount of County funds for line items does not exceed twenty percent (20%); or 2) with a budget modification requested by the Provider's designated representative as stated on the Authorized Signature Form attached hereto, and approved by the OMB, if the changes to a line item exceed twenty percent (20%).

C. New line items. A budget modification is required in order to add new line items in either category, Direct Costs or Indirect Costs.

D. Limitation. Modifications that would shift County funds from Direct Cost line items to Indirect Cost line items are not allowed except in the event of unusual financial hardship, as determined by the County, which the Provider may detail in a budget modification requested by the Provider's designated representative as stated on the Authorized Signature Form attached hereto, and subject to the discretion and approval of the County.

Indirect Costs – ~~[[There is no fixed cap on indirect costs.]]~~ Notwithstanding, the County reserves the right to review all costs (County and non-County funded) for Provider payroll of executive staff and management, and to limit or change the amount of County funds that may be applied to executive staff or management compensation. Further, in the event of misuse or mismanagement of County funds, as determined in the sole discretion of the County, the County retains the sole authority and discretion to modify and/or eliminate the Provider budget for indirect costs.

ARTICLE 6. INDEMNIFICATION BY PROVIDER

A. If the Provider is a Government Entity. For causes of action where Florida Statute 768.28 applies, Provider's duty to indemnify and hold harmless the County is subject to the sovereign immunity limitations and claims bill requirement contained in section 768.28, Florida Statutes. In all other actions, Provider shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's 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. Additionally, Provider shall pay all claims and losses in connection therewith and shall investigate and, at the option of the County, 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, subject to the limitations of section 768.28, Florida Statutes, as may be amended. Provider expressly understands and agrees that any insurance protection provided by Provider or self-insurance 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.

B. All Other Providers. Provider shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's 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. Additionally, Provider shall pay all claims and losses in connection therewith and shall investigate and, at the option of the County, 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 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.

C. Term of Indemnification. The provisions of Article 6 shall survive the expiration or termination of this Contract.

ARTICLE 7. STAFFING REQUIREMENTS

The Provider shall maintain an organizational structure and adequate programmatic, administrative, and support staff sufficient to fulfill its obligations under this Agreement. The Provider shall ensure that employees responsible for program compliance have sufficient qualifications and experience and receive appropriate grant administrative and program compliance training. Funded personnel shall occupy positions and perform duties consistent with their assigned job descriptions. The Provider shall report to the County, in writing and on a monthly basis, any staffing changes affecting the funded Program(s), including funded employee(s) separation, termination, new hires, and change in title or duties/positions.

In the event the County determines that the Provider's staffing levels do not conform to those in the approved Scope of Services and Budget, the County will advise the Provider in writing and the Provider will have thirty (30) days to remedy the identified staffing deficiencies. Failure to comply may result in the suspension of payments until the deficiencies are corrected. In addition, if, after the remedy period, staffing levels still do not conform to those in the Scope of Services and Budget, the County may, in its sole discretion, modify and/or reduce the amount(s) budgeted for Provider's personnel costs under this Agreement.

ARTICLE 8 PROOF OF LICENSURE AND BACKGROUND SCREENING

A. **Licensure.** The Provider agrees to comply with all federal, state, or local laws, regulations, ordinances, or resolutions requiring the Provider to be licensed or certified to provide services or to operate the facilities outlined in the Scope of Services, and shall furnish to the County a copy of all required current licenses or certificates within sixty (60) days of execution of this Agreement. Examples of services or operations requiring licensure or certification include, but are not limited to, childcare, day care, nursing homes, and boarding homes.

The County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement at the County's sole discretion.

B. **Background Screenings.** Where applicable, Provider agrees to comply with all federal, state, and local laws, regulations, ordinances, and resolutions regarding any and all background screenings of its employees, volunteers, subcontractors, and independent contractors, including, but not limited to: Florida Statutes, Chapters 39, 393, 394, 397, 402, 408, 409, 413, 429, 430, 435, 775, 782, 787, 800, 826, 827, 943, 984, 985, 1012; Sections 26-37 through 26-39, 2-8.6.5, and 8A-281 through 8A-287 of the Code of Miami-Dade County; Titles 58, 59, 63 and 65 of the Florida Administrative Code. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider shall furnish the County with a Background Screening Affidavit (Attachment D) as proof that it is in compliance with the foregoing provisions. In the event the Provider fails to furnish such proof to the County, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

C. **E-Verify.** By entering into this Contract, the Provider becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Provider effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and the Provider may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Provider, the Provider may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 9. CONFLICT OF INTEREST

The Provider agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County ("County Code"), as amended, Ordinance No. 01-199, as well as with section 617.0832, Florida Statutes, as amended, regarding director conflict of interests, which are incorporated herein by reference as if fully set forth herein, in connection with the Provider's

contract obligations hereunder.

Additionally, the Provider agrees to:

A. Prohibit members of the Provider's board of directors from directly or indirectly receiving any funds paid by the County to the Provider under this Agreement.

B. Prohibit members of the Provider's board of directors from voting on matters relating to this Agreement which may result in the board member directly or indirectly receiving funds paid by the Provider under this Agreement.

C. Prohibit members of the Provider's board of directors from voting on any matters relating to this Agreement if they are related to the person or entity seeking a benefit from the Provider.

D. Prohibit employees of the Provider from directly or indirectly receiving any funds paid by the County to the Provider under this Agreement, with the exception of the employee's salary, fringe benefits, or properly documented transportation and other expenses associated with the services and activities contemplated in this Agreement, in accordance with the approved contract Budget (Attachment B) and the agency's current policies and procedures.

E. Maintain a written nepotism and conflict of interest policy that applies to hiring, providing services to clients, procuring supplies or equipment, prohibiting a member of the Board of Directors from appointing a relative to any position of employment within the agency in which they serve, and prohibiting a member of a Board of Directors from accepting a paid position within the agency they serve without first recusing themselves from the Board of Directors. The Provider shall notify the County of any continued or new occurrences during this contract where two or more relatives serving as Provider board members or employees at the same point in time. Notification shall be made in writing within thirty (30) days of execution the Agreement for continued occurrences or within thirty (30) days of new occurrences.

F. Immediately disclose and justify in writing to the OMB any business transactions between the Provider on one side, and its board member(s) or its staff on the other side (including, but not limited to, for example, situations where the Provider leases office space from one of the Provider's Board members or staff), as well as all related-party transactions with shareholders, partners, officers, directors, or employees of any entity that is doing business with the Provider that are funded, partially or entirely, under the Agreement with the County, or are in any way related to the County-funded program. As used in this section, the term "related-party transaction" shall refer to a business deal or arrangement between two parties who are joined by a special relationship (family member or relative, stockholder, related corporation) prior to the deal or arrangement.

G. Implement procedures to protect against fraud and co-mingling of funds in regard to debit card and credit card purchases, if debit cards and/or credit cards are utilized by the Provider.

H. Ensure that, at the time this Agreement is entered into and for the duration of this Agreement, no employee or person in the position of authority for the Provider who exercises any function or responsibilities in connection with this Agreement (including, but not limited to, any board member, officer, manager, or supervisor employed by the Provider), is receiving any of the Services funded under this Agreement. Notwithstanding the foregoing provision,

any employee, board member, officer, manager, or supervisor employed by the Provider who does not exercise any function or responsibilities in connection with this Agreement and who is eligible to receive any of the Services may utilize such Services if he/she can demonstrate that he/she does not have direct responsibility or role over the Service and that such utilization is permissible pursuant to Section 2-11.1 et al. of the County Code.

NOTE: "Indirectly" for purposes of this Section includes payment of funds paid by the County to the Provider under this Agreement which are ultimately paid to an organization in which the Provider's employee or board member has a "controlling financial interest," meaning, (1) ownership, directly or indirectly, of ten percent (10%) or more of the outstanding capital stock in any corporation, or (2) a direct or indirect interest of ten percent (10%) or more in a firm, partnership, or other business entity or nonprofit organization.

If the County determines the Provider has breached this Section, or upon notification pursuant to Section F (related party transactions), the County may take all appropriate action in its sole discretion, including but not limited to seeking an opinion from the Miami-Dade Commission on Ethics and Public Trust and suspending payment until the matter has been resolved to the County's satisfaction.

ARTICLE 10. NOTICE REQUIREMENTS

In addition to any other notice requirement outlined in this Agreement, Provider agrees to notify the County of any changes that may affect the County supported Program(s) under this Agreement within ten (10) days from the date of such a change's occurrence. It is also understood and agreed between the parties that any written notice addressed to OMB, which is delivered by U.S. Mail or emailed to OMB, and any written notice addressed to the Provider, which is delivered by U.S. Mail or by email, shall constitute sufficient notice to either party.

All notices required or permitted under this Agreement which are delivered by U.S. Mail shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or by email. All notices shall be delivered to the following addresses:

(1) To the County

ATTENTION: Daniel T. Wall
Assistant Director
Office of Management and Budget – Grants Coordination
111 NW 1st Street, 22nd Floor
Miami, FL 33128-1902
Phone: (305) 375-4742
Fax: (305) 375-4049
Email: dtw@miamidade.gov

(2) To the Provider

Name of Person
Title
Name of Agency
Address
City, State Zip Code
Phone: (305)
Fax: (305)
Email:

Either party may at any time designate a different mail or email address and/or contact person by giving written notice as provided above to the other party.

ARTICLE 11. AUTONOMY

Both parties agree that this Agreement recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

ARTICLE 12. BREACH OF AGREEMENT: COUNTY REMEDIES

A. **Breach.** A breach by the Provider shall have occurred if the Provider fails to meet the terms and conditions of this Agreement, including but not limited to the following: (1) the Provider fails to provide the Services outlined in the Scope of Services or fails to meet expected performance levels within the Effective Term and in the sole discretion of the County; (2) the Provider ineffectively or improperly uses the County funds allocated under this Agreement; (3) if applicable, the Provider does not furnish the County proof of licensure/certification or verification of background screening; (4) the Provider fails to submit, or submits incorrect or incomplete (a) proof of expenditures to support disbursement requests or advance funding disbursements, or (b) detailed reports of expenditures or final expenditure reports; (5) the Provider does not submit, or submits incomplete or incorrect, required reports, or submits reports that indicate that expected performance levels are not being met; (6) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate, and review the Provider's program; (7) the Provider discriminates under any of the laws outlined in Article 20 of this Agreement; (8) the Provider attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (9) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described in communication from OMB; (10) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (11) the Provider fails to submit official board minutes (if requested), or proof of tax status, as required by Article 16 of this Agreement; (12) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Vendor Registration, including any and all required County affidavits, or the State Affidavit (Attachment C-1); or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. **County Remedies.** If the Provider breaches this Agreement, the County may pursue any or all of the following remedies:

1. The County may terminate this Agreement by giving written notice to the Provider of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Agreement; (b) recapture a proportionate amount of County funding or seek reimbursement of County funds allocated to the Provider under this

Agreement; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

2. The County may suspend payment in whole or in part under this Agreement by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees. The County may also, in the County's sole discretion, recapture a proportionate amount of funding if expected performance levels under this Agreement are not met by Provider in the County's sole discretion.
3. The County may seek enforcement of this Agreement, including but not limited to filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees.
4. The County may debar the Provider from future County contracting. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be debarred from County contracting for up to five (5) years.
5. Any other remedy available at law or equity.

C. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the term of this Agreement. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

D. **Damages Sustained.** Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

ARTICLE 13. TERMINATION BY EITHER PARTY

Notwithstanding anything to the contrary in Article 13, both parties agree that this Agreement may be terminated for convenience and without cause by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date

of such termination. Pursuant to Implementing Order 3-15, the Director of OMB or the Director's Designee is authorized to terminate this Agreement on the behalf of the County.

ARTICLE 14. PAYMENT PROCEDURES

The County agrees to pay the Grantee for services rendered under this Agreement pursuant to the attached Scope of Services (Attachment A) based on the payment schedule, the line item budget, or both, which are incorporated herein and attached hereto as Attachment B. Payment shall be made in accordance with procedures outlined in Attachment B-1 and, if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance No. 94-40). The payment structure for this Agreement is noted on the upper left-hand corner of this contract. Further guidance on the payment process and requests for payment may be found in Attachment B-1.

ARTICLE 15. ALLOWABLE AND PROHIBITED USE OF FUNDS

A. Allowable Use of Funds. The grant is awarded to the Provider with the understanding that the Provider is performing a public purpose through the Programs and Services being funded herein. All grant funding should be used by the Provider toward the performance of this public purpose. The Provider shall use the funds under this Agreement to cover the expenses included in, and under the terms and conditions defined in, the Program budget(s) in Attachment B to this contract. The Provider agrees that all sources and uses of the funds in the Provider's bank account where County funds paid pursuant to this Agreement are deposited shall be related to the Provider's official business activities and Program operations.

B. Unallowable Expenses. County funds paid pursuant to this Agreement shall not be used for expenses of or related to: expenses of a personal nature; political and sectarian activities; lobbying; litigation-related legal fees, whether pre-suit, in court, or relating to administrative proceedings; financial investment services; investments; financing costs; bank fees; debt; mortgages; loans; lines of credit; credit cards; interest payments; late fees or other penalties; regulatory fines or penalties; tax fees, penalties, or liens; or for activities prohibited by federal, state or local law, or for any expense(s) not allowable pursuant to the Provider's Program budget(s) and corresponding budget justification(s) in Attachment B to this contract and pursuant to the Scope of Services, as determined in the sole discretion of the County.

C. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. The Provider shall not utilize County funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials.

D. Religious Purposes. County funds shall not be used for religious purposes.

E. Commingling Funds. The Provider shall not commingle funds provided under this Agreement with funds used for purposes other than those listed in this Agreement. The Provider shall establish an internal tracking mechanism, which may include establishment of general ledger funds or accounts, to segregate financial activity related to this Agreement.

F. Program Income and Fundraising. On a monthly basis, the Provider shall track, record, and disclose to OMB any Program income, or fundraising collections, from or related to

the Program(s) funded under this Agreement. The Provider shall use such Program income or fundraising collections to cover expenses for the County funded Program(s). The Provider's audits shall contain a Program Income Schedule, if program income or fundraising collections are accrued, detailing program income and fundraising collections realized under this Agreement and copies of said schedule will be provided to the County.

ARTICLE 16. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING, REVIEW, REPORT CARDS, AND TRAINING

A. Florida Department of Agriculture and Consumer Services Registration. If applicable, pursuant to Chapter 496, Florida Statutes, known as the Solicitations of Contributions Act, the Provider must register with the Florida Department of Agriculture and Consumer Services and submit to the OMB proof of registration upon request.

B. Board of Director Requirements. The Provider shall ensure that the Provider's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this Agreement funded through County Funds by providing, upon request, the official signed minutes of its Board meeting wherein the Programs funded under this Agreement are discussed. Provider must also maintain proof that it has been sharing the results of all County monitoring reports with its Board at meetings where a quorum of its Board is achieved. The Provider shall furnish the County with copies of the minutes of such Board meetings upon request. These minutes may be redacted to show only those portions of the meeting relating to this Agreement and County monitoring reports.

C. Proof of Tax Status. The Provider is required to submit to the County the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. Form 990 or I.R.S. Form-EZ or I.R.S. Form 990-N; (c) the annual submission of I.R.S. Form 990 or I.R.S. Form 990-N within six (6) months after the Provider's fiscal year end; (d) IRS Form 941 - Quarterly Federal Tax Returns within sixty (60) days after the quarter ends and if the Form 941 or RT-6 reflects a tax liability, proof of payment must be submitted within sixty (60) days after the quarter ends.

D. Business Application. The Provider shall be a registered vendor with the County's Department of Procurement Management for the duration of this Agreement. It is the responsibility of the Provider to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

E. Accounting Records. The Provider shall institute internal fiscal controls and shall keep books and accounting records which conform to the Generally Accepted Accounting Principles (GAAP) in the United States, and identify the County funds and the related expenditures, and income. The Provider shall submit to the County a copy of its fiscal policies and procedures during the annual monitoring visit. These policies and procedures should include proper agency segregation of duties. During the monitoring visit, the Provider shall submit bank statements and bank reconciliations which must include, at a minimum, the signature or initials of the staff person reviewing and approving the monthly bank reconciliations, which should be different than the staff person who prepared the reconciliations. Electronic or non-electronic signatures are acceptable. These bank records must reflect a positive balance at the end of each month. Bank records and statements may be redacted to only show items pertaining to use of Miami-Dade County funding.

Subject to, and notwithstanding anything to the contrary in Article 16, Section S, Public

Records, all such records will be retained by the Provider for not less than five (5) years beyond the term of this Agreement and shall be made available for review upon request from County authorized personnel. The Provider shall reconcile its bank statements within a month after they become available from the bank as attested by the dates, and the signatures or initials of the staff preparing, reviewing, and approving the monthly bank reconciliations. The Provider's checks or other forms of payment shall be signed or approved, electronically or non-electronically by authorized staff of the Provider.

F. Financial Audit. If the Provider has or is required to have an annual certified public accountant's opinion and related financial statements, the Provider agrees to provide these documents and any management letter and related responses to the OMB within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the Provider's fiscal year, for each year during which this Agreement remains in force or until all funds received pursuant to this Agreement have been so audited, whichever is later. In the event that the documents provided under this section contain deficiencies or other matters of concern, the Provider shall provide to the County for review any additional documentation to address the County's concerns. What constitutes a deficiency and/or matter of concern shall be determined at the County's sole discretion. Failure to address concerns pursuant to this section to the County's satisfaction shall be a breach of this contract.

G. Access to Records: Audit. The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing or approval, and to review any independent audit performed on the Provider for reasons of compliance with funding requirements of any other governmental agency or financial institution. The Provider shall provide access to all of its records which relate to this Agreement at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to ensure compliance with applicable accounting and financial standards.

H. Quarterly Reviews of Expenditures and Records. The County Commission Auditor may perform quarterly reviews of Provider expenditures and records. Subsequent payments to the Provider shall be subject to a satisfactory review of Provider records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Provider agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

I. Recordkeeping. The Provider shall maintain and shall require that the Provider's subcontractors and suppliers maintain complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in the Scope of Services. Subject to, and notwithstanding anything to the contrary in Article 16, Section S, Public Records, the Provider and its subcontractors and suppliers shall retain such records, and all other documents relevant to the services furnished under this Agreement, for a period of five (5) years from the expiration date of this Agreement.

J. Confidentiality Requirements. The Provider shall comply with all applicable state and federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. Provider shall establish and implement policies and procedures that ensure compliance with the applicable law. "Confidential" shall be used in this section to describe information that is confidential under applicable law. The policies and procedures must ensure, at a minimum, that:

1. There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;
2. Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the County;
3. Access to confidential information is restricted to authorized personnel of the Provider, the County, and/or the United States Office of the Inspector General;
4. Records are not left unattended in areas accessible to unauthorized individuals;
5. Access to electronic data is controlled;
6. Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating provider site;
7. An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;
8. Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

K. Progress Reports. The Provider shall furnish the OMB with monthly progress/performance reports in accordance with the activities and goals detailed in Attachments A and G of this Agreement. The reports shall explain the Provider's progress for the month and, in the event that its activities are seasonal, must clearly indicate when specific services and related expenditures will occur. The data should be quantified when appropriate. A corrective action plan must accompany all progress reports that indicate that the Provider is not meeting its expected service goals or expected performance levels. The final progress report shall be due no later than thirty (30) days after the expiration or termination of this Agreement.

L. Client Records. The Provider shall maintain and shall require that the Provider's subcontractors maintain records that show the clients that received services, and indicate the type and date of services provided, as supporting information for monthly progress reports (Attachment F). Where appropriate, and based on the type of service provided, the Provider shall maintain a separate individual client file for each client/family served. This client file shall include all pertinent information regarding case activity. Subject to applicable law, these client files shall be subject to the audit, monitoring and inspection requirements under Article 16, Sections G, H, I, J, L, and M, and any other relevant provisions of this Agreement.

M. Monitoring and Performance Review. The Provider agrees to permit County authorized personnel to monitor, review, and evaluate the program/work which is the subject of this Agreement. Provider agrees the County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Provider's headquarters and/or

any location or site where the services contracted for are performed.

OMB shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Agreement. The Provider shall permit the OMB to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary by the County to fulfill this monitoring function. Subject to applicable law, the OMB will also have the right to inspect original documentation regarding fiscal, administrative, and programmatic matters and may retain copies of such documentation for verification purposes. Such documentation includes, but is not limited to, employee time records that document work hours spent on direct and indirect duties within the County funded program(s), and documentation to show consistency and adherence in implementing the County funded Program(s) in accordance with the line item budget pursuant to Attachment B of this Agreement.

A report of the OMB's monitoring conclusions may be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the County's report. If such deficiencies are not corrected within the specified time frame, the County may suspend payments or terminate this Agreement. If the County suspends or stops payment and if the Provider continues to provide services pursuant to this Agreement, the Provider shall do so at its own risk and understands and agrees that Provider may not be reimbursed or may not receive further payments under this Agreement.

Pursuant to Implementing Order No. 3-15, OMB will issue a Community-Based Organization (CBO) Report Card, based on the findings of a performance review, at least annually, or as otherwise may be required at the County's sole discretion, to track the Provider's status and progress. Ratings will be applied to the areas of: (1) Deliverables (defined as all documentation and any items of any nature submitted by the Provider to the County's Contract Manager for review and approval pursuant to the terms of this Agreement) and Program Achievement; (2) Administration and Contract Compliance; and (3) any other area(s) as deemed appropriate by the County and in its sole discretion. The Report Card will be transmitted by the County Mayor and placed on the Board of County Commissioners' agenda in accordance with rule 5.06(j) of the Board's Rules of Procedure.

The report Card will rate the CBO performance using green, yellow, and red stoplight scale as follows:

1. Green – Five (5) or fewer instances of non-compliance
2. Yellow – More than five (5) instances of non-compliance
3. Red – Any number of instances of non-compliance that merit contract or payment suspension.

The Provider will be notified in writing of the proposed rating and will have no more than ten (10) days from the date of the notice to submit a response to OMB that will be attached to the final Report Card. Additionally, at OMB's sole discretion, an organization may be asked to submit a corrective action plan to address the instances of noncompliance identified in the Report Card. Once a corrective action plan is submitted by the organization, approved by OMB, and the actions outlined in the corrective action plan are completed by the agency, a rating of yellow may be changed to green and a rating of red may be changed to yellow, at the OMB's sole discretion. A rating of red will not be changed directly to green at any time during the contract period.

As a result of the Performance Review or any information that may come to the attention of the County, the OMB Director or the Director's designee may, at their sole discretion, terminate or elect not to renew the contract, or suspend payment at any time due to any number of finding(s) or issue(s) including, but not limited to:

1. Lack of fiscal documentation
2. Lack of client records or program documentation
3. Health or safety concerns
4. Required background checks or licenses not completed or current
5. Monies owed to the IRS or another government entity without an approved repayment plan
6. Lack of or a lapse in required insurance
7. Repeat instances of non-compliance from a prior year
8. Being on an active, federal, state, or local debarment list.

The seriousness and significance of instances of non-compliance shall be determined at OMB's sole discretion. All Report Cards conducted during the contract year will be transmitted by the County Mayor to the Board of County Commissioners regardless of whether or not the organization has been terminated or is being recommended for renewed funding.

N. Organizational Review. – Pursuant to Implementing Order No. 3-15, and as defined and set forth therein, the County reserves the right to conduct a partial or complete Organizational Review at any time, as needed.

O. Required Training and Analyses. The County reserves the right to require the Provider to attend mandatory training or technical assistance activities or participate in evaluation studies, quality management activities, and Corrective Action Plan activities. The Provider also agrees to participate in any analyses carried out by or on behalf of the County to evaluate the effectiveness of Provider's client service(s) or the appropriateness and quality of care/service delivery. The County shall notify the Provider in writing of any such required trainings or analyses. Accordingly, the Provider shall permit authorized staff involved in such efforts the right of access to the Provider's premises and records.

P. Disaster Plan/Continuity of Operations Plan (“COOP”). The Provider shall register with the Communities Organized to Respond in Emergencies (CORE) initiative implemented by the Miami-Dade County Emergency Management Department. The Provider shall develop and maintain an Agency Disaster Plan/COOP (“Plan”). At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters and must comply with any Emergency Management related Florida Statutes applicable to the Provider. The Plan must be submitted to the OMB no later than thirty (30) days after the execution of this Agreement and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site.

Q. Homeless Management Information System (HMIS) and Continuum of Care (CoC) Coordinated Intake and Assessment Process. If the Provider is contracted to provide homeless-related services, the Provider agrees to participate in the Homeless Management Information System (HMIS) and the Continuum of Care (CoC) Coordinated Intake and Assessment Process selected and established by the Miami-Dade County Homeless Trust.

1. Participation in the HMIS will include, but is not limited to, input of client data upon intake, annually and at exit. Providers performing outreach will update client files upon client contact. Providers providing rental assistance will record the move-in date in HMIS. The Provider agrees to abide by the terms of any HMIS Agreements. The Provider shall indemnify and hold harmless the County, its agents, and instrumentalities from any and all liability, losses, and damages arising out of or relating to the HMIS system.
2. Participation in the CoC will include, but not be limited to: participation in the CoC's defined process to make and receive referrals for housing and/or services (including the use of the HMIS for such, if required in the Standards of Care); use of any forms required (e.g. Release of Information, Homeless Verification Form, etc.); compliance with the established Standards of Care (<http://www.homelesstrust.org/providers.asp#Standards>); relating to eligibility criteria and timely processing of referrals and cooperation with established prioritizations for placement.

R. Disposition of Equipment Purchased with County Funding. The Provider shall maintain equipment purchased with County funding and with a purchase value of \$1,000.00 or greater until such equipment has reached its useful life and has been fully depreciated by the Provider. If such equipment is functional beyond this point and the Provider has the means to obtain a replacement of the equipment, the Provider is encouraged to donate the equipment to clients, if appropriate, or to other social service providers in need of such equipment. The Provider must ensure that any confidential information that may be stored in such equipment/devices has been cleared prior to the donation taking place. Donations of such equipment should be reported in the Provider's final report.

S. Public Record. If the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
2. Upon request from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
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 this Agreement's term and following completion of the services under this Agreement if the Provider does not transfer the records to the County; and
4. Upon completion of the Contract, transfer, at no cost, to the County all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Provider, or keep and maintain such public records. If Provider transfers all public records to the County 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 the 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 County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the COUNTY.

If considered a "contractor", Provider's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement and the County may, at the County's sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity. In the event the Provider fails to meet any of these provisions or fails to comply with Florida's Public Records Laws, the Provider shall be responsible for indemnifying the County in any resulting litigation and the Provider shall defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records Laws.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County
Office of Management and Budget-Grants Coordination
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Grace Ferreira
Email: Grace.Ferreira@miamidade.gov

T. **No Wrong Door Initiative.** As a recipient of funding from Miami-Dade County, the Provider agrees to implement the "No Wrong Door Initiative" to assist with the connection of Miami-Dade County government and resources to the community. This streamlined approach will make it easier for people to learn about—and access—the services they need. This includes referrals of Provider clients to Miami-Dade's web portal at the time it launches, 311 services for quick access to services, and the community's 211 service.

ARTICLE 17. AUDITS AND INTERNAL REVIEWS BY THE OFFICE OF MANAGEMENT AND BUDGET, OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL AND THE COMMISSION AUDITOR

The Provider understands that it may be subject to an audit, random or otherwise, by the

Office of the Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the County Commission Auditor.

Office of the Inspector General. The attention of the Provider is hereby directed to the requirements of Section 2-1076 of the County Code in that the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. Grant recipients are exempt from paying the cost of the audit which is normally $\frac{1}{4}$ of 1% of the total contract amount.

The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Provider from IG, the Provider shall make all requested records and documents available to the IG for inspection and copying. The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG shall have the power to audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

The IG is authorized to investigate any alleged violation by a Provider of its Code of Business Ethics, pursuant to Section 2-8.1 of the County Code.

The provisions in this section shall apply to the Provider, its subcontractors, and their respective officers, agents, and employees. The Provider shall incorporate the provisions in this section in all contracts and all other agreements executed by its subcontractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Provider, its subcontractors, or third parties for such monitoring or investigation of for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Provider, its contractors or third parties.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

ARTICLE 18. SUBCONTRACTORS AND ASSIGNMENTS

A. **Subcontracts.** The parties agree that no subcontract agreement will be made or let in connection with this Agreement without the prior written approval of the OMB in its sole discretion, which shall not be unreasonably withheld. In the event approval is granted by the

County, and subject to the conditions below, a copy of the approved fully executed Subcontractor agreement(s) must be furnished to OMB in order for Subcontractor expenses to be paid under this Agreement. With respect to any subcontract or subcontractor, the Provider agrees as follows:

1. If the Provider will cause any part of this Agreement to be performed by a Subcontractor, before entering into any subcontract hereunder, the Provider will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. The applicable provisions of this Agreement as specified herein will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Provider; and the Provider will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the applicable provisions hereof as if performed directly by the Provider.
2. The Provider, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.
3. In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
4. The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Provider's obligations under this Agreement. Provider shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Provider in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor.

B. Assignments. The parties agree that no assignment will be made or let in connection with this Agreement without the prior written approval of the County and subject to approval by the Board of County Commissioners.

C. If this Agreement involves the expenditure of \$125,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Work (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment I. Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment I without prior written approval of the County.

D. Prompt Payments to Subcontractors. The Provider shall issue prompt payments to subcontractors that are small businesses (meaning annual gross sales of \$750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance No. 94-40), Section 2-8.1.4 of the County Code, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Agreement or debarment.

ARTICLE 19. PURCHASES

The Provider will request three (3) quotes for all single-item purchases that are partially or fully funded by the County and valued at \$1,000 or above and maintain documentation of all three (3) requests and associated documentation, including quotes received, on file. Provider will also obtain quotes for any professional services partially or fully funded by the County in connection with this agreement.

ARTICLE 20. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

It shall be a contractual obligation of the Provider hereunder, that during the term of the Agreement, Provider agrees to abide by and be governed by all applicable federal, state and county laws, including but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal and state laws:

A. Miami-Dade County False Claims Ordinance ([Article XV.](#)) pertaining to claims that are false, fraudulent, or inflated.

B. "Debarment," [Section 10-38](#) of the County Code pertaining to responsible contractors and debarment of contractors from County work.

C. Miami-Dade County Ordinance [No. 99-5, codified at 11A-60](#) et. Seq. of the County Code pertaining to complying with the County's Domestic Violence Leave Ordinance and requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

D. Part III, Ch. 2, Art. 1 and Ch. 11A of the County Code, and any payment and performance bond requirements if applicable under the Florida Statutes and F.A.R. 52.222, if applicable.

E. Miami-Dade County Ordinance No. 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

F. "Drug-free workplace requirements for contractors and entities transacting business with Miami-Dade County," [Section 2-8.1.2](#) of the County Code.

G. "Nondiscrimination," [Section 2-8.1.5](#) of Chapter II, Article 1 of the County Code, and the Aspirational Diverse Workforce Policy in Resolution No. R-1106-15 of the Miami-Dade Board of County Commissioners.

H. County Ordinance No. 142-91 codified as Section 11A-29 et seq. of the County Code – Family Leave.

I. Section 2-8.6 of the County Code – Criminal Record.

J. Section 2-8.1 of the County Code – Ownership Disclosure.

K. Chapter 11A of the County Code – prohibiting discrimination.

L. County Resolution R-385-95 – Miami Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:

1. The Americans with Disabilities Act of 1990 (ADA)
2. Title II, Public Services
3. Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973
4. Title IV, Telecommunications
5. Title V, Miscellaneous Provisions

M. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT - Any person or entity, including any subcontractor or agent of the Provider, that performs or assists the Provider with a function or activity involving the use or disclosure of "individually identifiable health information" (IIHI) and/or "Protected Health Information" (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Miami-Dade County Privacy Standards Administrative Order, and any other applicable laws regarding confidential information. The Provider also agrees to:

1. Report to the County any non-permitted use or disclosure of PHI;
2. Make appropriately redacted PHI and other records available to the County for an accounting of disclosures; and
3. Make internal practices, books, and other appropriately redacted records related to PHI available to the County for compliance audits.

N. For congregate and/or home-delivered meal programs, the Provider agrees to furnish proof that it is meeting all applicable local, State, and Federal food safety and hygiene requirements.

O. Worker's Compensation Insurance for all employees of the Provider as may be required by Florida Statutes, Chapter 440.

Further, all funded activities must provide equal access and equal opportunity in employment and services, and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or

physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, as amended (42 U.S.C. 2000d et seq), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973.

Notwithstanding any other provision of this Agreement, Provider shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Provider, constitute a violation of any law or regulation to which Provider is subject, including but not limited to laws and regulations requiring that Provider conduct its operations in a safe and sound manner.

ARTICLE 21. MISCELLANEOUS

A. **Publicity.** It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Agreement shall recognize and adequately reference the County as a funding source, including those conducted by any subcontractors. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein and must adhere to the standards established at <https://www.miamidade.gov/branding/logo.asp>. Provider shall submit sample or mock up of such publicity or materials to the County for review and prior approval, which shall not be unreasonably withheld. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the County is its funding source.

B. **Governing Law and Venue.** This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Agreement shall be Miami-Dade County, Florida.

C. **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

The County and Provider mutually agree that modification of the Scope of Work, schedule of payments, billing and cash payment procedures, set forth herein are at the County's sole discretion.

Pursuant to Implementing Order 3-15, the Director of OMB or the Director's Designee is authorized to make non-material modifications to this Agreement on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed modifications to this Agreement.

D. **Counterparts.** This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement. Electronic signatures are permissible under FS 668.50 Uniform Electronic Transaction Act for purposes of this agreement.

E. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

F. Pre-condition to County's Execution of this Agreement. The Provider acknowledges that prior to the County Mayor or Mayor's designee executing this Agreement, the OMB shall engage in a due diligence effort and review ("the Due Diligence Effort and Review") which includes but is not limited to researching background information on the Provider, ensuring the Provider is not in non-compliance with other County contracts, and reviewing the Provider's Scope of Work, budget, affidavits, responses to affidavits and any other proposed or required attachments to this Agreement. All services undertaken by the Provider before the County's execution of this Agreement shall be at the Provider's risk and expense.

G. No Third Parties. The parties expressly agree there are no intended or unintended third-party beneficiaries to this Agreement.

H. Sovereign Immunity. Nothing in this contract shall be considered a waiver of the County's sovereign immunity.

I. Review of this Agreement and Authority to Execute Agreement. Each party hereto represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the preparation and drafting of this Agreement. Each person signing this Agreement represents and warrants that they have full authority to execute this Agreement on behalf of the party on whose behalf they have affixed their signature to this Agreement.

J. Totality of Agreement / Severability of Provisions. This Agreement and Attachments, with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A: Scope of Work
 Attachment B: Line Item Budget
 Attachment B-1: Payment Procedures
 Attachment C: Due Diligence Affidavit
 Attachment C-1: State Public Entities Crime Affidavit
 Attachment D: Background Screening Affidavit
 Attachment E: Monthly Payment Request
 Attachment F: Monthly Progress Report
 Attachment G: Quarterly Actual Expenditure Report (PERFORMANCE-BASED CONTRACTS ONLY)
 Attachment H: Closeout Report
 Attachment I: Subcontractors and Suppliers (CONTRACT AWARDS TOTALING \$100,000 OR MORE)
 Attachment J: Authorized Signature Form

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held

XXXX-XXXX

invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement, and its associated attachments, effective as of the contract date herein above set forth.

NAME OF AGENCY

By: _____
Name: _____
Title: _____
Date: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this _____ day of _____, 202_, by _____ (name) _____ as _____ (title) _____ for _____ (name of agency) _____. Said person is personally known or produced the following identification _____.

Signature: _____
Notary Public – State of
Florida, Miami-Dade
County _____

Print Name: _____

Notary Seal/Stamp:



MIAMI-DADE COUNTY

By: _____
Name: _____
Title: Mayor's Designee
Date: _____

Attest: _____
Board of County Commissioners

By: _____
Print Name: _____

DRAFT

ATTACHMENT A - SCOPE OF WORK

**MIAMI-DADE COUNTY OFFICE OF MANAGEMENT AND BUDGET
GRANTS COORDINATION**

SECTION 1: GENERAL INFORMATION

Name of Organization: _____

Program Name: _____

Program Funding Amount: _____ Contract Period: _____

SECTION 2: PROGRAM PLAN

2.1 - Program Narrative/Summary

(The program summary should include a detailed description of the program that will be funded by the Contract. This description should explain the goals of the program, how they will be achieved, how success or failure will be measured, what services you promise to deliver to what population and what results you expect to bring about.)

2.2 – Client Eligibility and Demographics

a. What target population(s) will this program serve? (i.e., children/students, seniors, adults, families, general population, businesses etc.)

b. What is the age range of clients participating in the program?

c. What are the eligibility standards for clients benefitting from the program? (i.e., low-income children enrolled in public schools, low-income elders that do not qualify for food stamps, youth referred by JSD or DJJ, school-aged children with truancy issues, etc.)

ATTACHMENT A - SCOPE OF WORK

d. In what Commission District(s) are program services provided. (Check all that apply.)

- | | | | |
|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| Countywide: <input type="checkbox"/> | District 1: <input type="checkbox"/> | District 2: <input type="checkbox"/> | District 3: <input type="checkbox"/> |
| District 4: <input type="checkbox"/> | District 5: <input type="checkbox"/> | District 6: <input type="checkbox"/> | District 7: <input type="checkbox"/> |
| District 8: <input type="checkbox"/> | District 9: <input type="checkbox"/> | District 10: <input type="checkbox"/> | District 11: <input type="checkbox"/> |
| District 12: <input type="checkbox"/> | District 13: <input type="checkbox"/> | | |

Are there other way you describe the geographic location of clients? (i.e., primary zip codes, municipalities, or neighborhoods)

e. Based on the amount of funding being provided by the County, what is the maximum capacity for the program? (i.e., how many slots can the program accommodate for the amount of funding being provided by the County?)

2.3 – Program Detail

a. If applicable, what are the completion requirements of the program? (i.e., participate in trainings for eight weeks; attend five (5) counselling sessions; demonstrate improvement in the subject matter being addressed; test negative for substance use, etc.)

b. Is there follow up provided for target group (i.e., three (3) month, six (6) month, and nine (9) month)? If so, please describe:

c. Is there any time gap/breaks in your program? (i.e., Summer Break, Winter Break, Holidays)

ATTACHMENT A - SCOPE OF WORK

2.4 – Profile of Services

Activity #1	
Location(s)	
Number of unduplicated clients	
Frequency	
Objective	
Output→	
Anticipated Outcome→	
Method of Measurement →	

ATTACHMENT A - SCOPE OF WORK

Activity #2	
Location(s)	
Number of unduplicated clients	
Frequency	
Objective	
Output→	
Anticipated Outcome→	
Method of Measurement →	

ATTACHMENT A - SCOPE OF WORK

Activity #3	
Location(s)	
Number of unduplicated clients	
Frequency	
Objective	
Output→	
Anticipated Outcome→	
Method of Measurement →	

ATTACHMENT A - SCOPE OF WORK

Activity #4	
Location(s)	
Number of unduplicated clients	
Frequency	
Objective	
Output→	
Anticipated Outcome→	
Method of Measurement →	

ATTACHMENT A - SCOPE OF WORK

Activity #5	
Location(s)	
Number of unduplicated clients	
Frequency	
Objective	
Output→	
Anticipated Outcome→	
Method of Measurement →	

ATTACHMENT A - SCOPE OF WORK

Activity #6	
Location(s)	
Number of unduplicated clients	
Frequency	
Objective	
Output→	
Anticipated Outcome→	
Method of Measurement →	

ATTACHMENT A - SCOPE OF WORK

Activity #7	
Location(s)	
Number of unduplicated clients	
Frequency	
Objective	
Output→	
Anticipated Outcome→	
Method of Measurement →	

ATTACHMENT A - SCOPE OF WORK

Activity #8	
Location(s)	
Number of unduplicated clients	
Frequency	
Objective	
Output→	
Anticipated Outcome→	
Method of Measurement →	

ATTACHMENT A - SCOPE OF WORK

Activity #9	
Location(s)	
Number of unduplicated clients	
Frequency	
Objective	
Output→	
Anticipated Outcome→	
Method of Measurement →	

ATTACHMENT A - SCOPE OF WORK

Activity #10	
Location(s)	
Number of unduplicated clients	
Frequency	
Objective	
Output→	
Anticipated Outcome→	
Method of Measurement →	

ATTACHMENT A - SCOPE OF WORK

Activity #11	
Location(s)	
Number of unduplicated clients	
Frequency	
Objective	
Output→	
Anticipated Outcome→	
Method of Measurement →	

ATTACHMENT A

SECTION 3: ORGANIZATIONAL SUPPORT ACTIVITIES

3.1 - Describe how your organization will publicize availability of this program to the community

3.2 - How will your organization provide continuous quality control of this program, including its staff and operations?

By signing below, I certify that the information provided on this Scope of Work is true and accurate.

CBO

Print Name / Signature

Date

**Miami-Dade
County**

Print Name / Signature

Date

ATTACHMENT B

- ORIGINAL BUDGET
- BUDGET MODIFICATION # 1
- BUDGET MODIFICATION # 2

Budget Period
1/1/2025 to 12/31/2025

Organization Name
ABCD Agency Inc.

Agency Approval: _____ Signature / Date: _____
 County Approval: _____ Print Name: _____
 Fiscal (cost basis only) - Accountant _____ Supervisor _____

Object Class Categories	Total Cost to Agency by Revenue Source										Justification	
	County		Other Funding Source(s)		Total Cost to Agency For the Budget Period	% Charged to County	% Charged to Other Funding Sources	Total % All Funding				
	Program A Name	Program B Name	Amount	%					Amount	%		
DIRECT COSTS:	Amount	%	Amount	%	Amount	%						
Position/ Name	100	100.0%		0.0%		0.0%	100	100.0%	0.0%	100%		
Fringe Benefits		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
Position/ Name		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
Fringe Benefits		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
Position/ Name		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
Fringe Benefits		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
Position/ Name		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
Fringe Benefits		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
Subcontractors		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
Participant Meals		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
Program Supplies		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
Capital Equipment (Items over \$1,000)		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
Non-Capital Equipment		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
Travel		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
Rent		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		
		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%		

MDC091

**ATTACHMENT B-1
PAYMENT PROCEDURES**

A. **Cost-Based Contracts: Reimbursement and Advances.** The parties agree that this is a **cost-based** Agreement and that the Provider shall be paid through reimbursement payment based on the budget approved under this Contract (see Attachment B) and when **complete and proper documentation** of service delivery and incurred expenses are provided to the County. Proper documentation includes, but is not limited to, itemized vendor invoices showing the service date or order date coinciding with the fiscal period (note, itemized list of items purchased must be related to the approved budget and scope of work), proof of payment to include a copy of the cancelled check, or ACH confirmation and a copy of the related bank statement, client lists to substantiate the quantity of materials/supplies ordered, or event listing, payroll register and summary for staff budgeted, and fully executed subcontract agreements, pre-approved by OMB-GC. If the actual performance levels of the program(s) covered by this agreement are less than the expected performance levels, then the County may adjust payments, recapture the funded award, or seek repayment based on the level of performance. The County reserves the right to disallow any expenditures unrelated to the approved budget and scope of work, which may include purchase of items and materials not contemplated in the budget, staff substitutions that were not pre-approved by the County, expenses exceeding the budget by more than 15 percent, improperly documented expenses (i.e. lacking invoices, bank statements, cancelled checks, payroll documents, etc.) and expenses incurred outside the contract period. The County, at its sole discretion, may request additional supporting documentation for any expenditures that require further validation. Upon proper and complete execution of this Contract (to include proof of insurance), and submission of a request for payment on the Provider's letterhead, the County may provide the Provider with twenty-five percent (25%) of the Contract amount in advance. The Provider's request for this advance payment must be submitted in writing and must specify the reasons and justifications for such advance payment. It need not be accompanied by a detailed expenditure report. The County shall have the sole discretion in choosing whether or not to provide any advance payments and is not obligated to do so under any circumstances. Advance payments in excess of 25% of the Contract amount may be approved by the Mayor, the OMB Director as the Mayor's Designee, or the OMB Director's designee for this purpose.

B. **Monies Owed to the County.** The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, a Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved re-payment plan.

Additionally, in accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Provider to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Provider under this Contract. Such retained amount shall be applied to the amount owed by the Provider to the County. The Provider shall have no further claim to such retained amount(s) which shall be deemed full accord and satisfaction of the amount due by the County to the Provider for the applicable payment due herein.

C. **No Payment of Subcontractors.** In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by the Provider following requirements and limitations as detailed in Article 21 of this Agreement.

D. Requests for Payment. The County agrees to pay all budgeted costs incurred by the Provider that are allowable under the County guidelines. In order to receive payment for allowable costs, the Provider shall submit a Monthly Payment Request (Attachment F) and a Monthly Progress Report (Attachment G) on forms provided by the OMB-GC. The OMB-GC must receive the Monthly Payment Request and the Monthly Progress Report no later than the 21st day of the month following the month in which services were provided. The Monthly Payment Request shall reflect the expenses incurred by the Provider for the month in which services were rendered and documented in the Monthly Progress Report. Upon submission of satisfactory required monthly reports, the OMB-GC shall make payment. If the Provider is not meeting its expected expenditure rates, then a corrective action plan must accompany the Provider's Monthly Payment Request.

The County will not approve payments for in-kind or volunteer services provided by the Provider on behalf of the project. The OMB-GC shall accept originals of invoices, receipts, and other evidence of indebtedness as proof of expenditures. When original documents cannot be produced, the Provider must adequately justify their absence in writing and furnish copies as proof of the expenditures.

E. Processing the Payment Request. After the OMB-GC staff reviews and approves the payment request, the OMB will submit a payment request to the County's Finance Department (Attachment F). The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 13 of this Agreement unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of forty-five (45) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

Failure to submit monthly reimbursement requests with supporting documentation in a manner deemed correct and acceptable by the County, by the 21st day of each month following the month in which the service was delivered, shall be considered a breach of this Agreement and may result in termination of this Agreement.

F. Final Request for Payment. A final request for payment from the Provider will be accepted by the OMB-GC up to thirty (30) days after the expiration of this Agreement. If the Provider fails to comply, all rights to payment shall be forfeited. The request for the final payment may include accruals of the personnel costs listed in Attachment B, which the Provider is obligated to pay after the close of the period for services provided within the term of the Agreement.

G. Closeout Reporting Process/Recapture of Funds. Upon the expiration of this Contract, the Provider shall submit Closeout Report documents to the OMB no more than thirty (30) days after the expiration of this Contract. These documents shall include a cumulative contract year-end summary of the Provider's program performance, the Contract Year-End Closeout Report, and the Property Inventory Report. If after receipt of these documents, the OMB-GC determines that the Provider has been paid funds not in accordance with the Contract, and to which the Provider is not entitled, the Provider shall return such funds to the County or submit appropriate documentation. The County shall have the sole discretion in determining whether the Provider is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

ATTACHMENT B-1 PAYMENT PROCEDURES

A. **Performance-Based Contract: How payment will be made.** The parties agree that this is a performance-based Contract and that the Provider shall be paid on a monthly basis contingent upon the submission of satisfactory Monthly Payment Requests (Attachment F), Monthly Progress Report (Attachment G), a satisfactory Quarterly Report of Actual Expenditures Report (Attachment H), and a Final Year-End Closeout Report (Attachment I). The County has the right to withhold payment if the OMB-GC, in its sole discretion, deems any required report to be unsatisfactory. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision in this matter shall be binding.

Upon proper and complete execution of this Contract (to include proof of insurance), the County may provide the Provider with twenty-five percent (25%) of the Contract amount in advance. Advance payments in excess of 25% of the Contract amount may be approved by the Mayor, the OMB Director as the Mayor's Designee, or the OMB Director's designee for this purpose. Thereafter, for each month of satisfactory performance as documented by the submission of a proper monthly progress report and a quarterly report of actual expenditures approved by the County, the County will pay the Provider the remaining contract amount in 1/11th increments. Monthly disbursements shall occur upon receipt of timely submission of Monthly Progress Report(s) and the Quarterly Report of Actual Expenditures and is contingent upon the Provider's overall satisfactory performance. The Provider will use the approved budget's percent charged to County to track and report expenditures related to this Agreement on the Quarterly Actual Expenditure Report. The Provider is required to maintain documentation of actual expenditures reported on a quarterly basis. If the Provider is not meeting its expected service performance levels and/or expenditure rates, then a corrective action plan must accompany the Monthly Progress Reports and/or Monthly Expenditure Reports. The OMB-GC will provide a submission due date calendar for the Monthly Payment Requests, Monthly Progress Report, the Quarterly Report of Actual Expenditures, and the Final Contract Year-End Closeout Report (Attachments F, G, H, and I).

The County reserves the right to convert this Contract to a cost-based Contract in which the Provider shall be paid through reimbursement payment based on the budget approved under this Contract and when documentation of completed and satisfactory service delivery is provided and supporting documentation of incurred expenditures are provided. Thus, the Provider must maintain appropriate supporting documentation for all expenditures from the beginning of the Contract term (note, proper documentation includes, but is not limited to, itemized vendor invoices showing the service date or order date coinciding with the fiscal period (note, itemized list of items purchased must be related to the approved budget and scope of work), proof of payment to include a copy of the cancelled check, or ACH confirmation and a copy of the related bank statement, client lists to substantiate the quantity of materials/supplies ordered, or event listing, payroll register and summary for staff budgeted, and fully executed subcontract agreements, pre-approved by OMB-GC). The County reserves the right to disallow any expenditures unrelated to the approved budget and scope of work, which may include purchase of items and materials not contemplated in the budget, staff substitutions that were not pre-approved by the County, expenses exceeding the budget by more than 15 percent, improperly documented expenses (i.e. lacking invoices, bank statements, cancelled checks, payroll documents, etc.) and expenses incurred outside the contract period. The County, at its sole discretion, may request additional supporting documentation for any expenditures that require further validation. If the actual performance levels of the program(s) covered by this agreement are less than the expected performance levels, then the County may adjust payments, recapture the funded award, or seek repayment based on the level of performance.

Once the County, in its sole discretion, has made the determination to convert to a cost-based method, the Provider shall submit to the OMB-GC, the Monthly Reimbursement form provided by the OMB-GC on a monthly basis. Monthly reimbursement requests (both retroactive and current) and accompanying supporting documentation must be received by the OMB-GC no later than the 21st of the month following the month for which reimbursement is requested.

B. Monies Owed to the County. The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, a Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved re-payment plan.

Additionally, in accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Provider to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Provider under this Contract. Such retained amount shall be applied to the amount owed by the Provider to the County. The Provider shall have no further claim to such retained amount(s) which shall be deemed full accord and satisfaction of the amount due by the County to the Provider for the applicable payment due herein.

C. No Payment of Subcontractors. In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by Provider following requirements and limitations as detailed in Article 21 of this Agreement.

D. Monthly Payment Request. The County agrees to pay all budgeted costs incurred by the Provider that are allowable under the County guidelines and that are properly invoiced according to the deadlines stipulated in this contract. In order to receive payment for allowable costs, the Provider shall submit a Monthly Payment Request and a Monthly Progress Report on forms provided by the OMB-GC. The OMB-GC must receive the Monthly Payment Request and the Monthly Progress Report no later than the 21st day of the month following the month in which services were provided. The Monthly Payment Request shall reflect the expenses incurred by the Provider for the month services were rendered and documented in the Monthly Progress Report. Upon submission of satisfactory required monthly reports, the OMB-GC shall make payment.

The County will not approve payments for in-kind or volunteer services provided by the Provider on behalf of the project. The OMB-GC shall accept originals of invoices, receipts and other evidence of indebtedness as proof of expenditures. When original documents cannot be produced, the Provider must adequately justify their absence in writing and furnish copies as proof of the expenditures.

E. Processing the Monthly Payment Request. After the OMB-GC staff reviews and approves the payment request, the OMB-GC will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 13 of this Agreement unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of forty-five (45) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance No. 94-40), Section 2-8.1.4

of the County Code, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

Failure to submit monthly payment requests, monthly progress reports, and quarterly reports of actual expenditures in a manner deemed correct and acceptable by the County, by the 21st day after the end of the month/quarter in which the service was delivered, shall be considered a breach of this Agreement and may result in withholding payment, non-payment, or termination of this Agreement.

F. Quarterly Actual Expenditures Report. A report of actual expenses incurred in relation to the approved budget in the Agreement must be submitted at the end of each quarter. The due dates for these reports are as follows:

REPORTING PERIOD	DUE DATE
January 1 to March 31	April 21
April 1 to June 30	July 21
July 1 to September 30	October 21
October 1 to December 31	January 30

The report must be completed using the form provided as Attachment H to the Agreement.

H. Closeout Reporting Process/Recapture of Funds. Upon the expiration of this Contract, the Provider shall submit Closeout Report documents to the OMB-GC no more than thirty (30) days after the expiration of this Contract. These documents shall include a cumulative contract year-end summary of Provider's program performance, the Contract Year-End Closeout Report, and the Property Inventory Report. If after receipt of these documents, the OMB-GC determines that the Provider has been paid funds not in accordance with the Contract, and to which it is not entitled, the Provider shall return such funds to the County or submit appropriate documentation. The County shall have the sole discretion in determining whether the Provider is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.



**ATTACHMENT C
DUE DILIGENCE AFFIDAVIT**

Applicant Name: _____

Address: _____

Telephone Number: _____

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

- 1. Within the past five (5) years, neither the Organization nor its directors, partners, principals, members or board members:
 - (i) have been sued by a funding source for breach of contract or failure to perform obligations under a contract;
 - (ii) have been cited by a funding source for non-compliance or default under a contract;
 - (iii) have been a defendant in a lawsuit based upon a contract with a funding source.

Please list any matters, which prohibit the Organization from making the certifications required, and explain how the matters are being resolved (use separate sheet if necessary):

This is certified by my signature:

_____	_____	_____
Applicant's Signature	Print Applicant's Name	Date

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this ____ day of _____, 2021, by ____ (name) _____ as _____ (title) _____ for _____ (name of agency) _____. Said person is personally known or produced identification.

Signature:

Notary Public – State of
Florida, Miami-Dade County

Print Name:

Notary Seal/Stamp:

CONTRACT # _____

ATTACHMENT C-1
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to **Miami-Dade County**

by _____
(Print individual's name and title)

for _____
(Print Name of entity submitting sworn statement)

whose business address is _____

and if applicable its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this _____ day of _____, 20__, by _____(name)_____ as _____(title)_____ for _____(name of agency)_____. Said person is personally known or produced identification.

Signature: _____
Notary Public – State of
Florida, Miami-Dade County

Print
Name: _____

Notary Seal/Stamp:

ATTACHMENT D

Affidavit for Level 2 Background Screenings

Affidavit Affirming Compliance with
Background Screening for Provider Personnel
And/or Volunteers, Subcontracted Personnel, as applicable

In accordance with Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, and pursuant to the requirements of Article 9, Background Screening of this Contract, the undersigned affiant makes the following statement under oath, under penalty of perjury, which is a first degree misdemeanor, punishable by a definite term of imprisonment not to exceed one year and/or a fine not to exceed \$1,000, pursuant to Sections, 837.012 and 775.082, Florida Statutes.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared _____
Authorized Provider Representative

of _____, who being by me first duly sworn, deposes and says:
(Name of Contracted Provider)

I swear and affirm that the above-named contracted Provider is compliant with the requirements for personnel background screening detailed in Article 9 of this Contract, including but not limited to Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, and Section 26-38 of the Code of Miami-Dade County, as applicable, for all personnel having direct contact with vulnerable populations or those that have access to their personal information or records.

(Signature of CEO/Exec. Dir.)

Date: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this ____ day of _____, 20__, by _____(name)_____ as _____(title)_____ for _____(name of agency)_____. Said person is personally known or produced identification.

Attest:

Notary Public – State of
Florida, Miami-Dade
County _____

Print
Name: _____

Notary Seal/Stamp:

To avoid delays in payment, provide complete back-up documentation for all expenses listed in Column II and provide appropriate authorization on the signature page

Approved Budget Line Items	I. Approved Budget Amount	II. Monthly Expenses	III. OMB Use Only (Do not write in this column)
INDIRECT COSTS:			
TOTALS:	\$ -	\$ -	

Do not fill out this section:	CASH ADVANCE APPLIED:	
	AMOUNT TO PAY:	

AUTHORIZATION

I hereby certify that this expense report submitted by the undersigned constitutes approved budget expenses during the period listed above, and that no expenses for which reimbursement is requested has been or will be reimbursed by any other funding sources.

Executive Director / Agency Designee Print Name

Executive Director / Agency Designee Signature

Print Title

Date

County/Department Use Only

C.O. NOTE:

C.O. APPROVED BY: _____

DATE: _____

FISCAL PREPARED BY: _____

DATE: _____

INVOICE #:	
VENDOR #:	
AMOUNT TO PAY:	

SUPPORTING DOCUMENTATION FOR THIS PAYMENT ON FILE WITH DEPARTMENT

ATTACHMENT E

Contracts and Grants Unit Stamp	Fiscal Unit Stamp
	(FOR IWA PURPOSES)

FY 2024-25

**MIAMI-DADE COUNTY
OFFICE OF MANAGEMENT AND BUDGET
GRANTS COORDINATION
PERFORMANCE-BASED CONTRACT
MONTHLY PAYMENT REQUEST**



Agency Name:	ABCD Agency Inc	Allocation Amount:	\$100,000
Agency Address:	123 Flagler St. Miami, FL 33130	Contract Number: <small>(Include Allocation Letter)</small>	25-ABCD-A
Remit to Address:	P.O. Box 123456 Miami, FL 33130	Agreement Period:	1/1/2025 - 12/31/2025
Contact Person:	John Doe	Ordinance Number:	
Telephone:	305-555-5555	Today's Date:	
Program Name:	Senior Meals		

	<small>Print Month and Year Below:</small>	Approved Budget Amount	Monthly Reimbursement
Operating expenses covering the Month of:	February 2025	\$100,000	\$ 6,818.00

Monthly Reimbursements will not equal more than 1/11 of total award, minus any advances received.

AUTHORIZATION

I hereby certify that this expense report submitted by the undersigned constitutes approved budget expenses during the period listed above, and that no expenses for which reimbursement is requested has been or will be reimbursed by any other funding sources.

Executive Director / Agency Designee Print Name

Executive Director / Agency Designee Signature

Print Title

Date

County/Department Use Only

C.O. NOTE:

C.O. APPROVED BY: _____

DATE: _____

FISCAL PREPARED BY: _____

DATE: _____

INVOICE #:	_____
VENDOR #:	_____
AMOUNT TO PAY:	_____

**SUPPORTING DOCUMENTATION FOR THIS PAYMENT ON FILE WITH DEPARTMENT
INCLUDING PERFORMANCE PROGRESS REPORTS USED TO MONITOR THE CBO**

MDC104

**ATTACHMENT G
MIAMI-DADE COUNTY
OFFICE OF MANAGEMENT AND BUDGET
QUARTERLY ACTUAL EXPENDITURES REPORT
2024-2025**

CONTRACT # _____

AWARD INFORMATION (complete all sections noted with *)**

Agency Name***:

Project Name:

Address***:

Total Award Amount:

Contact Person***:

Agreement Period:

Ordinance No:

Telephone***:

Today's Date***:

BUDGETED AMOUNT / QUARTERLY ACTUAL EXPENDITURES

Check Quarter Below:

Actual expenses for the

1st Quarter (Jan, Feb, Mar)
 3rd Quarter (Jul, Aug, Sep)

2nd Quarter (Apr, May, Jun)
 4th Quarter (Oct, Nov, Dec)

	Approved Budget Amount	Revised Budget (if any)	(This Column is for Dept/ County Use only)	1st Quarter Actual Expenses	2nd Quarter Actual Expenses	3rd Quarter Actual Expenses	4th Quarter Actual Expenses	Y.T.D. Total Expended	Contract Balances
DIRECT COSTS:									
Personnel									
1. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1. Contractor #1	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Contractor #2	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Contractor #3	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Costs	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Costs	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Costs	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Costs	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Direct Costs:	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

MDC106

INDIRECT COSTS:

Personnel									
1. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Indirect Costs	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Indirect Costs	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Indirect Costs	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Indirect Costs:	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Operating Expenses:	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AUTHORIZATION

I hereby certify that this expense report submitted by the undersigned constitutes approved budget expenses during the period listed above:

PRINT NAME AND TITLE

SIGNATURE

DATE

AUTHORIZATION

I hereby certify that this expense report submitted by the undersigned constitutes approved budget expenses during the period listed above, and that no expenses for which reimbursement is requested has been or will be reimbursed by other funding sources.

Executive Director / Agency Designee Print Name

Executive Director / Agency Designee Signature

Print Title

Date

County/Department Use Only

C.O. NOTE:

C.O. APPROVED BY: _____

DATE: _____

FISCAL PREPARED BY: _____

DATE: _____

FISCAL APPROVED BY: _____

DATE: _____

INVOICE #:	
VENDOR #:	
AMOUNT TO PAY:	

**SUPPORTING DOCUMENTATION FOR THIS PAYMENT ON FILE WITH DEPARTMENT
INCLUDING PERFORMANCE PROGRESS REPORTS USED TO MONITOR THE CBO**

**ATTACHMENT I
 PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
 (Ordinance No. 97-104)**

Name of Organization: _____ **Address:** _____

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance No. 97-104, if this Agreement is for \$100,000 or more, the Community Based Organization must submit the list of first-tier subcontractors or sub-consultants who will perform any part of the Scope of Work.

The Community Based Organization must complete this information. If the Community Based Organization will not utilize subcontractors, then the Community Based Organization must state "No subcontractors will be used"; do not state "N/A".

<u>NAME OF SUBCONTRACTOR OR SUB-CONSULTANT</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
--	----------------	-----------------------

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance No. 97-104, if this Agreement is for \$100,000 or more, the Community Based Organization must submit a list of suppliers who will supply materials for the Scope of Work to the Community Based Organization.

The Community Based Organization must fill out this information. If the Community Based Organization will not use suppliers, the Community Based Organization must state "No suppliers will be used," do not state "N/A."

<u>NAME OF SUPPLIER</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
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I hereby certify that the foregoing information is true, correct and complete:

Signature of Authorized Representative: _____

Title: _____ *Date:* _____

Firm Name: _____ *Fed. ID No.* _____

Address: _____ *City/ State/Zip:* _____

Telephone: () _____ *Fax:* () _____ *E-mail:* _____

ATTACHMENT J

AUTHORIZED SIGNATURE FORM

DATE: _____

This form certifies the names, titles and signatures of individuals authorized by the Provider to sign contracts, checks, budget revisions, payment requests, and other requests that may be requested by the Office of Management and Budget--Grants Coordination (OMB-GC) for disbursement of funds. Attached hereto and incorporated herein is a certified copy of a duly authorized and executed resolution passed by the Provider's Board that provides for this authorization. These signature authorizations are retained by the OMB-GC for auditing purposes. Should the Provider desire to change the information on this document, a certified and authorized and executed Resolution describing the desired changes should be submitted to the OMB-GC.

NAME (please type)

TITLE (please type)

SIGNATURE

I. Prime Contracts and Subcontracts

_____	_____	_____
_____	_____	_____
_____	_____	_____

II. Checks (List amount limits)

_____	_____	_____
_____	_____	_____
_____	_____	_____

III. Budget Revision Requests

_____	_____	_____
_____	_____	_____
_____	_____	_____

IV. Payment Requests

_____	_____	_____
_____	_____	_____
_____	_____	_____



Office of Management and Budget
Grants Coordination
Due Diligence Checklist for CBO 2425

**ATTACHMENT B –
RESOLUTION
EXHIBIT 1**

AGENCY NAME: _____

CBO 2024: _____

DUE DILIGENCE ITEM	COMPLIANT	NON-COMPLIANT	NOT APPLICABLE
MIAMI-DADE COUNTY OFFICE OF INSPECTOR GENERAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VENDOR REGISTRATION <i>(Must be logged into INFORMS to access link)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SBD VIOLATIONS REPORT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROOF OF REGISTRATION WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEPARTMENT OF HEALTH LICENSING AND REGULATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FLORIDA SUSPENDED VENDOR LIST	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FLORIDA CONVICTED VENDOR LIST	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CONTRACTOR DEBARMENT REPORT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DELINQUENT CONTRACTORS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GOAL DEFICIT MAKE-UP REPORT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SYSTEM FOR AWARD MANAGEMENT (SAM)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STATE OF FLORIDA CORPORATIONS (SUNBIZ)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WEB SEARCH FOR COMPLIANCE AND PERFORMANCE RECORD (BETTER BUSINESS BUREAU)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LOCAL PUBLIC RECORDS SEARCH (CLERK OF COURTS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DUNN & BRADSTREET FINANCIAL REPORTS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**Office of Management and Budget
Grants Coordination
Due Diligence Checklist for CBO 2425**

1. Has the agency submitted a Financial Statement? If not, has the agency submitted one of the following: Tax Returns, Proforma Statements, or Other Financial Documents?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Fiscal year of submitted Financial Statements _____		
2. Were any material weaknesses or significant weaknesses in internal control identified?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If any findings were identified, please list them below:

Quick ratio:

FORMULA:

Quick Ratio	
Quick Ratio = $\frac{\text{Total Current Assets} - \text{Inventory} - \text{Prepaid Expenses}}{\text{Current Liabilities}}$	

If the ratio yields a number less than 1, then the CBO may not have sufficient current assets to meet its current financial obligations.

Quick Ratio= —

I certify that I have completed the due diligence search required through Implementing Order No. 3-15 on the previously mentioned agency and that the information mentioned above is correct.

Contracts Officer: _____

Date: _____

RESOLUTION EXHIBIT 2

Implementing Order



Implementing Order No.: 3-15

Title: Uniform Minimum Standards for Application, Contracting, Assessment, Monitoring, Organizational Review, and Performance Review of Community-Based Organizations Monitored by the Office of Management and Budget or its Successor Department

Ordered: 06/04/2019

Effective: 06/14/2019

AUTHORITY:

Sections 1.01 and 2.02A of the Miami-Dade County Home Rule Amendment and Charter, and Resolution No. R-584-19 adopted by the Board of County Commissioners ("Board") on June 4, 2019 and Resolution No. R-xxxx adopted by the Board on [date].

SUPERSEDES:

This Implementing Order supersedes ~~previous Administrative Order 3-15, ordered March 7, 2006 and effective March 17, 2006~~ Implementing Order 3-15 as adopted by the Board on June 4, 2019 and effective on June 14, 2019.

POLICY:

It is the policy of Miami-Dade County to apply uniform minimum standards for the application, contracting, assessment, monitoring, organizational review, and performance review of Community-Based Organizations (CBOs) (also referred to herein as "organization(s)") managed by the Office of Management and Budget (OMB) or its successor department, pursuant to an award by the Board of County Commissioners.

SCOPE:

This Implementing Order applies to CBOs, defined as 501(c)(3) tax exempt organizations that directly provide human and social services for residents of Miami-Dade County under grant agreements that are managed and contracted by OMB or its successor department, pursuant to an award by the Board of County Commissioners under the CBO grant application process. CBOs do not have to be physically headquartered in Miami-Dade County. This Implementing Order ~~It~~ does not apply to other non-profits and other organizations providing community services on behalf of the County or using County funds, including, but not limited to, Mom and Pop grants, Environmental Education CBO Funding, Law Enforcement Trust Fund funded awards, and County Commission district office awards. This Implementing Order may be utilized, in whole or in part, by other County departments or County Commission district offices, in their discretion, when contracting with such non-profits and organizations providing community services on behalf of the County or using County funds.

ROLES AND RESPONSIBILITIES AND AUTHORIZATION:

Director of OMB or the Director's Designee:

OMB is responsible for implementing this Implementing Order and establishing any

related forms, procedures, manuals and guidelines. The Director of OMB, or the Director's designee, is responsible for the contracting, assessment, monitoring, and review of CBOs as described herein. These responsibilities include: reviewing application(s) and providing technical assistance to CBOs in the application process, except as otherwise prohibited or limited; working with the appropriate advisory board, council, trust, or selection committee, when applicable, prior to evaluating and screening the application(s) to determine the organization's capability of properly receiving and expending funds, as well as their ability to do the work; developing a shell contract, including program goals and objectives and the scope of services to be rendered based on the contract award, which shall be approved for form and legal sufficiency by the County Attorney's Office; establishing an administrative cost cap for each CBO as part of the organization's budget; determining the method of payment and ensuring payment in accordance with contractual terms; reviewing and assessing contract compliance, both fiscal and programmatic; preparing Organizational Reviews and Performance Reviews; and exercising the rights contained in the CBO contract, including, but not limited to, termination, ~~modification~~, non-material amendments or modifications that do not change the grant purpose or add additional funds to any of the awarded programs, and suspending payment.

PROCEDURES:

Advisory Boards, Councils, Trusts, and Selection Committees:

Social service grant award funding, including CBOs awarded funding, do not have to be selected pursuant to a competitive process, including, but not limited to the process set forth in the Master Procurement Implementing Order 3-38. However, subject to future direction from the ~~Board of County Commissioners~~, periodic competitive processes, solicitations, or alternative grant award processes may be used. When applicable, advisory boards, councils, trusts, and/or established selection committees will be responsible for making recommendations to the County Mayor and/or the ~~Board of County Commissioners~~, for their consideration and action in accordance with pre-established funding categories and/or program parameters.

PROCEDURES:

Grant Award Process and Elements:

The procedural elements shall include, but not be limited to, the information contained herein, and shall not be in conflict with mandated state and federal rules, regulations, and guidelines, as follows:

1. Application Elements

Any application process, initiated upon direction of the ~~Board of County Commissioners~~, shall present a profile of the missions and goals of the organization requesting funding. Depending upon the level of funding, or the event, project, or program proposed, information reporting requirements may be adjusted accordingly. OMB will provide technical assistance to applicants, except as otherwise prohibited or limited.

Specific application requirements shall be determined in advance by OMB, or, when applicable, the advisory board, council, trust, or selection committee, and shall include, at a minimum:

Organizational Information:

- Name
- Address
- Telephone number
- Proposed contract period
- Proposed contract amount
- Contact person
- Corporate information (staffing requirements, 501(c)(3) or other tax-exempt certification, Federal identification number, bylaws, articles of incorporation, board of directors, and organization's fiscal year)
- Organizational mission, goals, and history
- Disclosure of any pending legal liabilities and judgments, or applications for bankruptcy
- Most current certified audit, including related management letters (verifying that the organization is on sound financial footing and able to implement a funded service on a reimbursement basis). If a certified audit is not available, financial statements and an annual agency-wide operating budget should be submitted. At a minimum, the organization's IRS Form 990 must be submitted
- Description of programs and services provided by the organization

Project Program Information:

- Community need or expected community benefit; project goals and objectives
- Description of the specific services to be provided, including unit quantities and costs where applicable, and a project-program budget
- Licensure and other requirements (occupational and professional licenses and required certifications)
- Any required County affidavits

2. Assessment Elements

Applications recommended for a grant award by an evaluation/selection committee or through another process authorized by the Board shall be evaluated, screened, and objectively analyzed to determine the organization's capability and capacity of properly receiving and expending funds as well as their ability to do the work. This analysis will include:

- A review of the organizational structure and general administrative capabilities
- A review of the funding request as it relates to the goals and objectives identified for the specific programs
- A due diligence review of the organization (i.e. Organizational Review)
- Where available, a review of the organization's past County report cards, performance reviews and, any applicable performance record(s) in accomplishing their program goals and objectives
- An evaluation of the application based on pre-established scoring criteria

The application, assessment, and recommendation will be submitted by OMB, or, when applicable, the appropriate advisory board, council, trust, or selection committee to the

County Mayor and/or the Board of County Commissioners, for funding consideration in accordance with the respective approval requirements.

3. Contract Elements

A contract document, including the terms and conditions required, along with the provisions of the scope of services, shall be developed by OMB in conjunction with the County Attorney's Office. Such contract document shall be consistent with the shell contract ~~previously approved by the Board in Resolution No. R-xxxx on [date] of County Commissioners in Resolution No. R-59-16 on January 20, 2016~~ and may be amended by the Director of OMB or the Director's designee to reflect this Implementing Order, changes in the law, and new County policies or needs, subject to annual approval for form and legal sufficiency by the County Attorney's Office. At a minimum, the contractual agreement shall include:

- Specific program goals and objectives for the use of County funds (specific performance deliverables, proposed unit costs, and measurement techniques)
- ~~Insurance requirements, as determined by the Risk Management Division, Internal Services Department, or successor departments or agencies~~
- All required County affidavits
- Assurances that the organization abides by generally accepted financial management principles ~~including the requirement of the signature of two persons within the organization on all checks disbursing County funds~~
- Provisions regarding Performance Reviews and Report Cards, as applicable, to be conducted by OMB
- Fund disbursements procedures based on County approved rules and procedures
- A reasonable and necessary indirect cost or administrative expense cap>>, not to exceed fifteen percent (15%) of each Program allocation from the County,<< determined by OMB and approved as part of the CBO's budget by OMB
- Provisions permitting the County Mayor or the County Mayor's designee to make unannounced, on-site visits during normal working hours to the organization's headquarters and/or any location or site where the services contracted for are performed

Unused CBO grant funding: If contract terms and conditions cannot be agreed to between OMB and the organization approved for funding by the Board of ~~County Commissioners~~, or if funding for an organization is leftover because it was unspent or because the contract was terminated or declined to be extended by the organization, OMB shall make recommendations to the County Mayor and/or Board of ~~County Commissioners~~ as to the disposition of the unallocated funds in accordance with the respective approval requirements as part of the subsequent fiscal year's budget.

4. Contract Monitoring Elements and Payment for Services

To determine payment for services, the organization's performance will be assessed against the contract scope and services for compliance, based upon:

- Performance deliverables (number of units and quantity delivered against contracted amount and/or achievement of specific outcomes)

- Measurement and reporting mechanisms to ensure contract compliance
- Periodic site visits, client assessment surveys, and a review of other pertinent documents. If deficiencies or evidence of non-compliance are detected during the routine course of monitoring, OMB is responsible for taking steps in accordance with contract provisions to enable the CBO to, where applicable, remedy the deficiency or non-compliance, including, as applicable, providing written notification to the organization advising of the steps necessary to correct the situation, and/or suspending payment in whole or in part.

5. Organizational Review and Performance Review Elements

Organizational Reviews and Performance Reviews, as defined and outlined below, will be conducted, documented, and transmitted by the County Mayor to the Board of County Commissioners as appropriate or at least annually and will be placed on the Board's agenda without committee review pursuant to rule 5.06(j) of the Board's Rules of Procedure in accordance with Ordinance No. 14-65. Organizational Reviews will be conducted on all new organizations seeking funding from the Board of County Commissioners, and on currently funded organizations as needed. Performance Reviews are to be conducted for organizations currently funded and under contract with the County and will be performed at least annually. Organizational Reviews and Performance Reviews will be conducted on organizations whose funding allocation(s) is ~~-\$1-0-, 0-00-~~ \$25,000 or more, or whose funding allocation becomes ~~\$10-, 0-0-0-~~ \$25,000 or more over the contract period. At OMB's sole discretion, a review may be conducted on contract awards under ~~-\$1-0-, 0-00-~~ \$25,000. Monitoring site visits are to be conducted at least annually for 12-month contracts and may be conducted on an as-needed basis for contracts with a term less than 12 months.

Organizational Reviews:

At the time that an organization submits its first application, proposal, or response as part of a competitive process, or is considered for County funding for the first time, the OMB Director or the Director's designee is charged with conducting a due diligence review on the organization. The County reserves the right to conduct a partial or complete Organizational Review at any time and for any organization, as needed. At a minimum, the Organizational Review shall include a review of the following online resources and databases.

- Miami-Dade County Office of the Inspector General
- Federal tax returns, audited financial statements, other relevant financial documents
- Vendor registration documents, affidavits, and applicable licenses through the Florida Department of Professional Regulation
- Proof of required insurance coverage
- Florida Convicted Vendor List and the Florida Suspended Vendor List through the Florida Department of Management Services
- Contractor Debarment Report, Delinquent Contractors, and the Federal Excluded Parties List through the System for Award Management (SAM)
- State of Florida corporation status through the Florida Division of Corporations (SunBiz)
- Reference checks with other county departments, including the Finance

Department pursuant to Administrative Order 3-29, if applicable

- Local public records search through the Miami-Dade Clerk of Courts

At a minimum, findings from within the past five (5) years should be considered throughout the Organizational Review. As a result of the Organizational Review, the OMB Director or the Director's designee, at their sole discretion, can recommend not funding an organization, or, if the review is conducted while the organization is under contract, have payments withheld if:

- The organization is on an active federal, state, or local debarment list
- Taxes, fees, or licenses are owed or outstanding
- The organization or individual or entity is in arrears to the County, Administrative Order 3-29
- Based on the findings of the Organizational Review, it is determined that proceeding is not in the best interest of the County

The organization will be notified in writing of the results of the Organizational Review and will have no more than ten (10) days from the date of the notice to submit a response to OMB that will be attached to the final Organizational Review. The results of the Organizational Review will be reported to the ~~Board of County Commissioners~~ at the time a recommendation for funding is provided by the Mayor, or as part of the annual Report Card for organizations under contract.

Performance Reviews:

Performance Reviews are to be conducted at least annually for organizations that are under contract with the County and during the period in which an organization is under contract with the County. The specific method of review to track the organization's status and progress will be determined administratively by the OMB Director or the Director's designee and may include both announced and unannounced site visits. The OMB Director or the Director's designee will provide a Report Card based on the findings of the Performance Review. The Report Card will be transmitted by the County Mayor and placed on the ~~Board's of County Commissioners'~~ agenda without committee review pursuant to rule 5.06(j) of the Board's Rules of Procedure in accordance with Ordinance No. 14-65 at least annually and shall include a review of, at a minimum, the following categories:

- Deliverables and Program Achievement: This category is based on the monthly progress reports, a sample review of the organization's records, the performance deliverables, and/or achievement of specific outcomes, as identified and described in the Scope of Work included in the executed contract
- Administration and Contract Compliance: This category is based on the annual written monitoring site visit report, if applicable, issued by OMB and the corrective action plan submitted by the organization and approved by the County

The Report Card will rate organizations using a green, yellow and red stoplight scale as follows:

- Green - Five (5) or fewer instances of non-compliance

- Yellow - More than five (5) instances of non-compliance
- Red - Any number of instances of non-compliance that merit contract or payment suspension

The organization will be notified in writing of the proposed rating and will have no more than ten (10) days from the date of the notice to submit a response to OMB that will be attached to the final Report Card. Additionally, at OMB's sole discretion, an organization may be asked to submit a corrective action plan to address the instances of non-compliance identified in the Report Card. Once a corrective action plan is submitted by the organization, approved by OMB, and the actions outlined in the corrective action plan are completed by the agency, a rating of yellow may be changed to green and a rating of red may be changed to yellow, at the OMB's sole discretion. A rating of red will not be changed directly to green at any time during the contract period.

As a result of the Performance Review or any information that may come to the attention of the County, the OMB Director or the Director's designee may, at their sole discretion, terminate or elect not to renew the contract, or suspend payment at any time due any number of finding(s) or issue(s) including, but not limited to:

- Lack of fiscal documentation
- Lack of client records or program documentation
- Health or safety concerns
- Required criminal background checks or licenses not completed or current
- Monies owed to the IRS or another government entity, or the County, without an approved re- payment plan
- ~~Lapse in the required insurance(s)~~
- Repeat finding(s) from a prior year
- Being on an active federal, state, or local debarment list

The seriousness and significance of instances of non-compliance shall be determined at OMB's sole discretion. All Report Cards conducted during the contract year will be transmitted by the County Mayor to the Board of County Commissioners regardless of whether or not the organization has been terminated or is being recommended for renewed funding.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

Approved by County Attorney
as to form and legal sufficiency.