

MEMORANDUM

Agenda Item No. 10(A)(7)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 16, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the County Mayor to receive and expend Unified Homelessness Grant funding from the State of Florida Department of Children and Families in the amount of \$1,214,123.76 annually for Fiscal Years 2025-2026 through 2027-2028 and special appropriation funding from the State of Florida or its designee for Fiscal Years 2025-2026 in the amount of \$853,081.00, together with One Percent Local Option Food and Beverage tax proceeds to serve as match funding required by the State for Fiscal Years 2025-2026 through 2027-2028; ratifying the County Mayor's action in issuing a request for application process to select providers of homeless housing and services; authorizing the County Mayor to enter into grant and sub-grant agreements with selected providers and apply for and expend additional state funds should they become available and exercise amendment, renewal, termination, cancellation and modification clauses of any agreement; and waiving Resolution No. R-130-06 requiring agreements to be finalized and executed by all non-county parties

Resolution No. R-774-25

The accompanying resolution was prepared by the Homeless Trust and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.



Gerí Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: July 16, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Authorizing the County Mayor or County Mayor's Designee to Receive and Expend Funding from the State of Florida for Fiscal Years 2025-2026 through 2027-2028 and enter into Grant and Sub-Grant Agreements with Providers of Homeless Housing and Services

Executive Summary

This item authorizes the County Mayor or County Mayor's designee to receive and expend funding from the State of Florida or its designee for Fiscal Years 2025-2026 through 2027-2028, together with required match funding using Local Option One Percent Food and Beverage Tax proceeds and enter into grant and sub-grant agreements with providers of homeless housing and services.

Recommendation

It is recommended that the Board:

1. Authorize the County Mayor or County Mayor's designee to receive and expend Unified Homelessness Grant funding from the State of Florida Department of Children and Families in the amount of \$1,214,123.76 annually for Fiscal Years 2025-2026 through 2027-2028.
2. Authorize the County Mayor or County Mayor's designee to receive and expend special appropriation funding from the State of Florida or its designee for Fiscal Year 2025-2026 in the amount of \$853,081.00.
3. Authorize the County Mayor or the County Mayor's designee to receive and expend One Percent Local Option Food and Beverage proceeds to serve as match funding as required by the State for Fiscal Years 2025-2026 through 2027-2028.
4. Ratify the action of the County Mayor or County Mayor's designee in issuing a Request for Application process to select providers of homeless housing and services for Fiscal Years 2025-2026 through 2027-2028.
5. Authorize the County Mayor or County Mayor's designee to enter into grant and sub-grant agreements with selected providers as set forth in Exhibit A, in substantially the same form as Exhibits B and C, and apply for and expend additional state funds should they become available, exercise amendment, renewal, termination, cancellation and modification clauses of any agreement.
6. Waive the requirements of Resolution No. R-130-06 which requires agreements to be finalized and executed by all county parties.

Scope

Housing and services will be countywide.

Delegation of Authority

Upon the approval of this item, the County Mayor or County Mayor's designee will be delegated the authority to receive and expend funds from the State of Florida or its designee for homeless housing and services for Fiscal Years 2025-2026 through 2027-2028 and use Local Option Food and Beverage Tax proceeds to provide match funding as required by the state; enter into grant and sub-grant agreements with providers of homeless housing and services and exercise amendment, renewal, termination, cancellation and modification clauses of any agreement; and waive the requirements of Resolution No. R-130-06 requiring agreements to be finalized and executed by all county parties.

Fiscal Impact/Funding Source

The County will receive funding from the State of Florida as part of the Unified Homelessness Grant in the amount of \$1,214,123.76 annually for Fiscal Years 2025-2026 through 2027-2028 and special appropriation funding in the amount of \$853,081.00 for Fiscal Year 2025-2026. Local Option One Percent Food and Beverage proceeds will be used to provide match funding, as required.

Track/Record/Monitor

The Homeless Trust's Executive Director Victoria Mallette will be responsible for overseeing the grants awarded to housing and service providers.

Background

On May 12, 2025, the Homeless Trust made available a Request for Applications (RFA) soliciting proposals for new and renewal projects for funding provided by the Florida Department of Children and Families (DCF) as part of the Unified Homelessness Grant (UHG). The UHG includes the State's Emergency Solutions Grant, Homelessness Prevention Grant, Challenge Grant, and Staffing Grant, all of which provide homeless housing and services. Activities include rental assistance with support services, deposit and other move in assistance, for homeless households and those at imminent risk of homelessness. The Staffing Grant is largely used by the Homeless Trust to support the Homeless Management Information System, and not subject to competition. A Selection Committee convened on June 24, 2025, and made recommendations as attached, which were approved by the Homeless Trust Board on June 27, 2025.

Additionally, during the 2025 State Legislative Session, the Homeless Trust was also awarded special appropriation funding in the amount of \$853,081.00 for homeless housing and services, including specialized street outreach provided through Camilus House in the amount of \$97,081.00, rental assistance and services funding for persons with severe mental illness who are high utilizers of other systems (hospitals/jail/crisis unit) in the amount of \$281,000.00, as well as match funding to acquire and renovate a property to provide affordable housing for homeless families with minor children in the amount of \$475,000.00. A property has not been identified.

Grants are likely to be routed through DCF or its designee, Thriving Mind, which is DCF's Managing Entity for behavioral health services, as well as the Florida Department of Commerce.

As the state's fiscal year begins July 1, 2025, these grants are time sensitive, so it is requested that the requirements of Resolution No. R-130-06 requiring agreements to be finalized and executed by all county parties be waived to ensure housing and services for those experiencing homelessness can commence or continue without interruption.

A handwritten signature in black ink, appearing to read 'C. Burgos', with a large, sweeping flourish extending to the right.

Cathy Burgos, LCSW
Chief of Community Services

Memorandum



Date: June 30, 2025

To: Honorable Chairman Anthony Rodriguez
Board of County Commissioners

From: Victoria Mallette, Executive Director
Homeless Trust

Subject: Request to Process Late Departmental Agenda Item – State Funded Housing and Services for Homeless

I am requesting that the following item be placed on the July Committee Board of County Commissioner's Agenda, and if approved, waived to the next full Board Meeting in July, prior to the BCC's August recess:

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND UNIFIED HOMELESSNESS GRANT FUNDING FROM THE STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES IN THE AMOUNT OF \$1,214,123.76 ANNUALLY FOR FISCAL YEARS 2025-2026 THROUGH 2027-2028 AND SPECIAL APPROPRIATION FUNDING FROM THE STATE OF FLORIDA OR ITS DESIGNEE FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF \$853,081.00, TOGETHER WITH ONE PERCENT LOCAL OPTION FOOD AND BEVERAGE TAX PROCEEDS TO SERVE AS MATCH FUNDING REQUIRED BY THE STATE FOR FISCAL YEARS 2025-2026 THROUGH 2027-2028; RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S ACTION IN ISSUING A REQUEST FOR APPLICATION PROCESS TO SELECT PROVIDERS OF HOMELESS HOUSING AND SERVICES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER INTO GRANT AND SUB-GRANT AGREEMENTS WITH SELECTED PROVIDERS AND APPLY FOR AND EXPEND ADDITIONAL STATE FUNDS SHOULD THEY BECOME AVAILABLE AND EXERCISE AMENDMENT, RENEWAL, TERMINATION, CANCELLATION AND MODIFICATION CLAUSES OF ANY AGREEMENT; AND WAIVING RESOLUTION NO. R-130--06 REQUIRING AGREEMENTS TO BE FINALIZED AND EXECUTED BY ALL NON-COUNTY PARTIES

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, it is time sensitive as State grants begin on July 1, 2025. Formal notification of awards was delayed as a result of the extended 2025 Legislative Session. Funding is designed to support housing and services for persons experiencing or at imminent risk of homelessness and moving this item forward timely is intended to ensure prompt contracting and the seamless delivery of services.

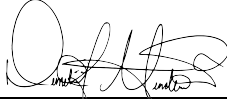
Therefore, please process the item notwithstanding that the 4-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.

MDC005



**Approved by Mayor or Mayor's Designee
Signature**

**Cathy Burgos
Print Name**



**Approved by Legislative Director
or Designee Signature**

**Demetria Henderson
Print Name**

cc: Geri Bonzon-Keenan, County Attorney
Gerald K. Sanchez, First Assistant County Attorney
Jess M. McCarty, Executive Assistant County
CAOagenda@miamidade.gov



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 16, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 10(A)(7)

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 ____, majority plus one ____, 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) ____, 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. 10(A)(7)
7-16-25

RESOLUTION NO. R-774-25

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND UNIFIED HOMELESSNESS GRANT FUNDING FROM THE STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES IN THE AMOUNT OF \$1,214,123.76 ANNUALLY FOR FISCAL YEARS 2025-2026 THROUGH 2027-2028 AND SPECIAL APPROPRIATION FUNDING FROM THE STATE OF FLORIDA OR ITS DESIGNEE FOR FISCAL YEARS 2025-2026 IN THE AMOUNT OF \$853,081.00, TOGETHER WITH ONE PERCENT LOCAL OPTION FOOD AND BEVERAGE TAX PROCEEDS TO SERVE AS MATCH FUNDING REQUIRED BY THE STATE FOR FISCAL YEARS 2025-2026 THROUGH 2027-2028; RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S ACTION IN ISSUING A REQUEST FOR APPLICATION PROCESS TO SELECT PROVIDERS OF HOMELESS HOUSING AND SERVICES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER INTO GRANT AND SUB-GRANT AGREEMENTS WITH SELECTED PROVIDERS AND APPLY FOR AND EXPEND ADDITIONAL STATE FUNDS SHOULD THEY BECOME AVAILABLE AND EXERCISE AMENDMENT, RENEWAL, TERMINATION, CANCELLATION AND MODIFICATION CLAUSES OF ANY AGREEMENT; AND WAIVING RESOLUTION NO. R-130-06 REQUIRING AGREEMENTS TO BE FINALIZED AND EXECUTED BY ALL NON-COUNTY PARTIES

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 authorizes the County Mayor or County Mayor's designee to receive and expend Unified Homelessness Grant funding from the State of Florida Department of Children and Families in the amount of \$1,214,123.76 annually for Fiscal Years 2025-2026 through 2027-2028.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to receive and expend special appropriation funding from the State of Florida or its designee for Fiscal Years 2025-2026 in the amount of \$853,081.00.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to receive and expend One Percent Local Option Food and Beverage proceeds to serve as match funding as required by the State for Fiscal Years 2025-2026 through 2027-2028.

Section 4. This Board ratifies the action of the County Mayor or County Mayor's designee in issuing a Request for Application process to select providers of homeless housing and services for Fiscal Years 2025-2026 through 2027-2028.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to enter into grant and sub-grant agreements with selected providers as set forth in Exhibit A, in substantially the same form as Exhibits B and C, apply for and expend additional state funds should they become available, and exercise amendment, renewal, termination, cancellation and modification clauses of any agreement.

Section 6. This Board waives the requirements of Resolution No. R-130-06 requiring agreements to be finalized and executed by all non-county parties for the reasons stated in the accompanying memorandum.

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

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of July, 2025. 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "S. Williams", is written over a horizontal line.

Shannon D. Summerset-Williams

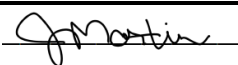
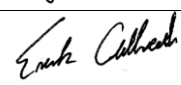
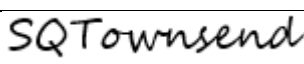
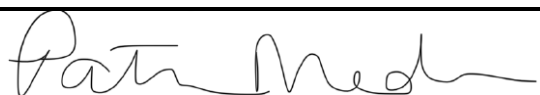
Exhibit A

	Rank	Provider	Application No.	Type	TOTAL DIRECT REQUESTED	Previous Award	TOTAL RECOMMENDED
State ESG							
1		Camillus House	31037	RRH	\$ 207,595	\$ 232,645	\$ 232,644.56
State Challenge Grant							
1		Chapman Partnership	31032	PSH	\$ 621,957	\$ 768,634	\$ 384,317.13
2		Advocate Program	31051	PSH	\$ 300,000		\$ 384,317.13
TANF							
1		Advocate Program	31049	HP	\$ 46,582	\$ 31,574	\$ 31,574.33
					\$ 1,176,134		\$ 1,032,853

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
APPROVAL MEMO**

Exhibit B

1. Routing Package Information			
Provider Name / Solicitation Name	Miami- Dade County Homeless Trust	Date	May 30, 2025
Contract / Solicitation No.	LP029	Contract Manager / Procurement Officer	Angela Perez
Amendment / Addendum No.		Routing Package Type	Unified Homelessness New Contract (Blanket 27 total CoC Contracts)

2. Approval Signatures		
Approver	Signature	Date
Programmatic Approvals		
Joanna Martin Contract Manager Supervisor		5/30/25
Erek Culbreath Program Director		6/4/25
Daryl Wolfgang Deputy Assistant Secretary		6.5.25
Administrative Approvals		
Lynita Bell Office of Budget Services	Lynita M. Bell	06.03.2025
Office of Information Technology Services	N/A	N/A
Office of Quality & Innovations	N/A	N/A
Quinn Townsend Office of Contracted Client Services		6/12/2025
Michael Greif Office of General Counsel	Michael A. Greif	6.16.25
Executive Approvals		
Patricia Medlock Assistant Secretary		6/18/25
Kathryn Whitehurst Deputy Chief of Staff	N/A	
Kathryn Williams Deputy Secretary	N/A	
Vacant Chief of Staff	N/A	
Taylor N. Hatch Secretary	N/A	

Next Steps:

- If a signature is not required, enter 'N/A'.
- Attach the appropriate form:
 - Contracts/Amendments: [Contract Briefing \(CMT-12\)](#).

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
APPROVAL MEMO**

- Solicitations/Addendums: [Procurement Briefing \(PMT-01\)](#).
- Route starting with Programmatic Approvals and follow the order listed.



**State of Florida
Department of Children and Families**

Ron DeSantis
Governor

Taylor N. Hatch
Secretary

APPROVAL MEMORANDUM

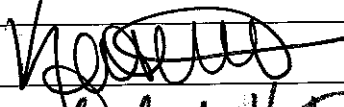
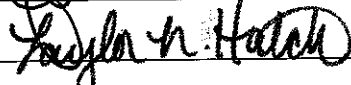
DATE: May 1, 2025

TO: Taylor N. Hatch, Secretary

FROM: EreK Culbreath, Director Office on Homelessness

SUBJECT: Approval Memorandum – Blanket Executive Leadership Approval for 27 Continuum of Care contracts for State Fiscal Year 2025-2026

ROUTING:

Approver	Signature	Date
Programmatic Approval Levels		
Joanna Martin Contract Manager Supervisor	N/A	N/A
Erek Culbreath Program Director	N/A	N/A
Daryl Wolfgang Deputy Assistant Secretary of OCS	N/A	N/A
Administrative Approval Levels		
Lynita Bell Budget Office	N/A	N/A
Cole Sousa Office of Information Technology	N/A	N/A
Quality Office	N/A	N/A
Quinn Townsend Office of Contracted Client Services	N/A	N/A
Michael Greif Office of General Counsel	N/A	N/A
Executive Approval Levels		
Patricia Medlock Assistant Secretary of OCS	N/A	N/A
Kathryn Williams Deputy Secretary		
Kathryn Whitehurst Deputy Chief of Staff		6/19/25
Taylor N. Hatch Secretary		4/19/25

Note: When building the approval flow, if an approver's signature is not required, insert N/A. Routing should occur in consecutive order as it appears, beginning with the Programmatic Approval Levels.

CONTRACT INFORMATION

2415 North Monroe Street, Suite 400, Tallahassee, Florida 32303-4190

Mission: Work in Partnership with Local Communities to Protect the Vulnerable, Promote Strong and Economically Self-Sufficient Families, and Advance Personal and Family Recovery and Resiliency

MDC014

Contract/Solicitation No.					
Contract Manager or Procurement Officer					
Provider Name					
Contract Term					
Method of Procurement					
PROGRAM BUDGET					
Contract Amount	\$			Amendment Amount	
State FY Funds		Fed FY Funds		Total Amended Contract Amount	

SERVICES PROVIDED:

The Office of Homelessness provides 27 contracts to Continuums of Care (CoCs) throughout the state in a unified contract. The Unified Homelessness Contract encompasses a range of critical services aimed at addressing homelessness. Through the Staffing Grant, the provider works to coordinate and implement the necessary administrative and operational functions, ensuring compliance with federal and state regulations. The Challenge Grant supports housing, services, and program needs included in the CoC Plan, targeting the unique requirements of the homeless population within the service area. The Emergency Solutions Grant (ESG) offers essential services such as emergency shelter, street outreach, homelessness prevention, and rapid re-housing assistance, which are crucial for immediate and long-term housing stability. Additionally, the Temporary Assistance for Needy Families (TANF) Grant provides emergency financial assistance to eligible families at risk of homelessness, helping them maintain stable housing through rent, mortgage, and utility payments, coupled with case management services.

REASON FOR AMENDMENT/ADDENDUM (if applicable):

N/A

KEY PROVISIONS:

- Provides Staffing, Challenge, ESG, RUSH and TANF grant program funds t
- Blanket approval contract as is currently offered to 27 total Continuums of Care

ATTACHMENTS:

- Contract Part 1-- DCF E 2425 066 Unified Homelessness Grant Program
- Contract Part 2-- DCF E 2425 066 Unified Homelessness Grant Program
- Approval Memo -- DCF E 2425 066 Unified Homelessness Grant Program
- COI
- Procurement Plan - DCF E 2425 066
- Contract Budget

PROVIDER INFORMATION			
Only required when routing contract executions and amendments.			
Provider Name	Opening Doors of NWFL, Inc.		
Provider FEID #	592909065	Provider FY End	6/30
		Provider UEI# (if applicable)	
Provider Contract Manager Name	Serene Keiek	Provider Contract Manager Email Address	serenek@openingdoorsnwfl.org
Provider Signatory Name	Serene Keiek	Provider Signatory Email Address	serenek@openingdoorsnwfl.org

REVENUE INFORMATION	
Only required when routing contract executions or amendments that change the information below.	
Federal Subrecipient vs. Contractor Determination	Subrecipient
Assistance Listing Number (ALN) 14.231, 93.558	
Florida Single Audit Act Determination	Recipient/Subrecipient
Code of State Financial Assistance (CSFA) No. 60.014, 60.021	

DCF Contract Number	CoC/Provider Name	CoC FY25/26 Funding Total	CoC FY26/27 Funding Total	CoC FY27/28 Funding Total	Total
LP018	Opening Doors of NW FL	\$1,032,866.02	\$1,032,866.02	\$1,032,866.02	\$3,098,598.06
LP019	Homelessness and Housing Alliance	\$1,317,022.30	\$1,317,022.30	\$1,317,022.30	\$3,951,066.90
LP020	Doorways of NWFL	\$1,197,026.61	\$1,197,026.61	\$1,197,026.61	\$3,591,079.83
LP021	Big Bend Continuum of Care	\$1,803,790.87	\$1,293,768.71	\$1,293,768.71	\$4,391,328.29
LP022	United Way of Suwannee Valley	\$1,698,607.39	\$1,278,269.24	\$1,278,269.24	\$4,255,145.87
LP023	TaskForce Fore Ending Homelessness	\$1,961,547.51	\$1,314,981.91	\$1,314,981.91	\$4,591,511.33
LP024	Changing Homelessness	\$1,456,936.90	\$1,272,724.06	\$1,272,724.06	\$4,002,385.02
LP025	Homeless Services Network of Central Florida	\$1,518,588.71	\$1,238,088.85	\$1,238,088.85	\$3,994,766.41
LP026	Brevard Homeless Coalition	\$1,121,685.33	\$1,121,685.33	\$1,121,685.33	\$3,365,055.99
LP027	Palm Beach County Division of Human Services	\$1,092,067.61	\$1,092,067.61	\$1,092,067.61	\$3,276,202.83
LP028	Broward County Homeless Initiative Partnership	\$1,085,267.42	\$1,085,267.42	\$1,085,267.42	\$3,255,802.26
LP029	Miami-Dade County Homeless Trust	\$1,214,123.76	\$1,214,123.76	\$1,214,123.76	\$3,642,371.28
LP030	Monroe County Homeless Services CoC	\$1,126,139.62	\$1,126,139.62	\$1,126,139.62	\$3,378,418.86
LP031	Volusia/Flagler County Coalition for the Homeless	\$1,185,063.21	\$1,185,063.21	\$1,185,063.21	\$3,555,189.63
LP032	Flagler Hospital - St Augustine	\$1,220,379.40	\$1,220,379.40	\$1,220,379.40	\$3,661,138.20
LP033	Mid Florida Homeless Coalition	\$1,389,848.10	\$1,088,616.24	\$1,088,616.24	\$3,567,080.58
LP034	Marion County Board of County Commissioners	\$1,255,849.12	\$1,255,849.12	\$1,255,849.12	\$3,767,547.36
LP035	Collier County Hunger and Homeless Coalition	\$887,681.77	\$887,681.77	\$887,681.77	\$2,663,045.31
LP036	Lee County Continuum of Care	\$1,273,849.11	\$1,120,411.17	\$1,120,411.17	\$3,514,671.45
LP037	Gulf Coast Partnership	\$1,375,873.03	\$1,225,889.82	\$1,225,889.82	\$3,827,652.67
LP038	Suncoast Partnership to End Homelessness	\$1,745,023.56	\$1,149,466.80	\$1,149,466.80	\$4,043,957.16
LP039	Tampa Hillsborough Homeless Initiative	\$2,014,953.11	\$1,144,442.49	\$1,144,442.49	\$4,303,838.09
LP040	The Homeless Leadership Alliance of Pinellas	\$1,991,379.08	\$1,201,574.89	\$1,201,574.89	\$4,394,528.86
LP041	Coalition for the Homeless of Pasco County	\$1,594,801.40	\$1,304,001.05	\$1,304,001.05	\$4,202,803.50
LP042	Homeless Coalition of Polk County	\$1,326,075.42	\$1,080,935.80	\$1,080,935.80	\$3,487,947.02
LP043	Heartland Coalition for the Homeless	\$1,521,311.32	\$1,249,212.03	\$1,249,212.03	\$4,019,735.38
LP044	Treasure Coast Homeless	\$1,407,105.58	\$1,277,504.03	\$1,277,504.03	\$3,962,113.64
Total		\$37,814,863.26	\$31,975,059.26	\$31,975,059.26	\$101,764,981.78

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT**

Contract Number: LP029
ALN Number(s): 14.231, 93.558
CSFA Number(s): 60.014, 60.021

Services: ☒ Client ☒ Non-Client
Type: ☒ Subrecipient ☐ Contractor
Funds: ☒ Federal ☒ State

THIS CONTRACT is entered into between the State of Florida, **Department of Children and Families, (Department)** and **Miami-Dade County Homeless Trust, (Provider)**. The Department and the Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The Department is engaging the Provider to facilitate the operation of the Continuum of Care (CoC) and further assist local communities through planning, coordinating, and monitoring the delivery of services to persons who are homeless or at risk of homeless, or supporting and monitoring organizations and shelters performing the same activities, within the CoC S=service area through the effective operation of several grant programs, as further identified in this Contract, with payment as provided in **Section 3**, in an amount not to exceed **\$3,642,371.28** (Contract Amount).

1.2. Effective and End Date

This Contract shall be effective **July 1, 2025** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **July 1, 2025** or the Effective Date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2028** (End Date), subject to the survival of terms provisions of **7.4**. Any earlier termination of this Contract amends the End Date. This Contract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

1.3. Official Payee and Party Representatives

The name, address, telephone number and e-mail address of the Department and the Provider's representatives for this Contract are as follows:

1.3.1. Provider: Official Payee

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

1.3.2. Provider: Financial & Administrative Records

Name: Terrell Ellis, Contracts Manager
Address: 111 NW 1st Street 27th Floor Suite 310
City: Miami
State: Florida Zip: 33128
Phone: (305) 375-1490 Ext.:
E-mail: terrell.ellis@miamidade.gov

1.3.3. Provider: Program Administrator & Primary Point of Contact

Name: Victoria Mallette, Executive Director
Address: 111 NW 1st Street 27th Floor Suite 310
City: Miami

1.3.4. Department: Contract Manager & Primary Point of Contact

Name: Angela Perez
Address: 2415 North Monroe Street
City: Tallahassee

State	Florida	Zip:	33128	State:	Florida	Zip:	32303
Phone:	(305) 375-1490	Ext.:		Phone:	(850) 694-2331	Ext.:	
E-mail:	victoria.mallette@miamidade.gov			E-mail:	angela.perez@myflfamilies.com		

1.3.5. Changes to contact information for persons identified in **1.3** can be by Notice.

1.4. Notices

Unless stated otherwise, Notices between the Provider and the Department regarding this Contract shall be in writing and directed to the Contract Manager or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the Department. Notices will be deemed received upon actual receipt.

1.5. Contract Document

1.5.1. The headings contained in this Contract are for reference purposes only and shall not affect the meaning of this Contract.

1.5.2. Any telephone numbers and hyperlinks in this Contract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Contract.

1.5.3. In this Contract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.

1.5.4. The terms and conditions set forth in this Contract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

1.6. Contract Composition

1.6.1. This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

1.6.1.1. Exhibits A through F5.1;

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

1.6.1.3. Part 1 of this Contract, including Standard Contract Definitions, located at: [https://www.myflfamilies.com/general-information/contracted-client-services/library](https://www.myflfamilies.com/general-information/contracted-client-services/library;);

1.6.1.4. Attachments 1 through N/A;

1.6.1.5. PUR 1000 Form, located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms; and

1.6.1.6. Any incorporated attachments submitted by the Provider.

1.6.2. Notwithstanding the order of precedence indicated, for purchases based on a state term contract or an enterprise alternative contract source procured for state agency use by the Department of Management Services, the terms of the underlying state term contract or Department of Management Services enterprise alternative contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term contract or alternative contract source agreement the "Customer" is explicitly authorized to vary the terms to the State's detriment.

1.7. **MyFloridaMarketPlace Transaction Fee**

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

2. **STATEMENT OF WORK**

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under **Section 3** will be equitably adjusted by the Department to the extent it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1. **Scope of Work**

The Scope of Work is described in **Exhibit B**.

2.2. **Task List**

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

2.3. **Deliverables**

The deliverables are described in **Exhibit D**.

2.4. **Performance Measures**

To avoid contract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in **Exhibit E**, regardless of any other performance measures in this Contract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the Department may delay or deny payment for deliverables and also apply financial consequences.

3. **PAYMENT, INVOICE AND RELATED TERMS**

The Department pays for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed this Contract Amount, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per **3.1** and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1. **Prompt Payment and Vendor Ombudsman**

Per §215.422, F.S., the Department has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. The Department determination of acceptable services shall be conclusive. The Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in §215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of

Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

The Provider shall be paid in accordance with **Exhibit F**.

3.3. Invoices

3.3.1. The Provider shall submit invoices for payment, including any permitted travel expenses in this Contract, in accordance with §287.058(1)(a) – (b), F.S.

3.3.2. The Department will not pay any invoice for payment received more than 30 days after this Contract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in **6.1**. Other financial consequences directly related to the deliverables under this Contract are defined in **Exhibit F**. The foregoing does not limit the Department's use of additional financial consequences, including refusing to make payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent this Contract so provides, or termination of this Contract per **6.2** and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined erroneous, is immediately due as an overpayment in accordance with **3.5**, to the extent of such error.

3.5. Overpayments and Offsets

The Provider shall return erroneous payments, overpayments, or payments disallowed by this Contract (including payments made for services subsequently determined by the Department to not be in full compliance with this Contract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 40 days after discovery by the Provider, audit, or the Department. The State or the Department may recover against such payments by deduction from subsequent payments under this or any other contract with the Provider, or any other lawful method. If this Contract involves federal or state financial assistance, the following applies: The Provider shall return to the Department unused funds, accrued interest earned, and unmatched grant funds, as detailed in the Final Financial Report, within 60 days of the End Date.

3.6. Rural Opportunities

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

4. GENERAL TERMS AND CONDITIONS

4.1. Legal Compliance

4.1.1. The Provider shall comply with, and ensure its subcontractors, subgrantees, and others it arranges to provide deliverables comply with:

4.1.1.1. Applicable laws, rules, codes, ordinances, certifications, licensing requirements, and the Department's Children and Families Operating Procedures (CFOP);

4.1.1.2. Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this Contract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the Department's authorization, unused state financial assistance funds must be returned to the Department;

4.1.1.3. Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: <https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources>, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) within 30 days of the Effective Date and annually by the date specified in CFOP 60-16, thereafter;

4.1.1.4. For Nutritional Programs and Activities funded through the Department's Office of Economic Self-Sufficiency, the Provider and its subcontractors shall also comply with USDA Food & Nutrition Service Instruction FNS-113-1 to ensure civil rights compliance and prohibit discrimination in nutrition programs and activities;

4.1.1.5. Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment $[(\text{initial investment}) \times (\text{length of time from purchase to disposal/the term of the security interest})]$; and

4.1.1.6. If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:

- 4.1.1.6.1.** The name of the issuing state agency and the applicable office or program;
- 4.1.1.6.2.** Identifying name and number;
- 4.1.1.6.3.** Starting and ending date;
- 4.1.1.6.4.** Total dollar amount;
- 4.1.1.6.5.** Purpose and the types of services provided; and
- 4.1.1.6.6.** Name and contact information for the state agencies' Contract Manager.

4.2. Certifications and Attestations

4.2.1. Common Carrier. If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete an attestation (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

4.2.2. Foreign Countries of Concern Prohibition. If the Provider has access to an individual's Personal Identifying Information as defined in Rule 60A-1.020, F.A.C. and §501.171, F.S. the Provider and/or its subcontractors must complete an attestation (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.

4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications. Where applicable, in compliance with §287.135(5), F.S., the Provider certifies the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does

not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

4.2.4. Certification Regarding Lobbying. If this Contract contains Federal funding in excess of \$100,000, the Provider certifies clauses **4.2.4.1 – 4.2.4.3**. If an Amendment to this contract causes the Federal funding to exceed \$100,000, the Provider must, prior to amendment execution, complete the Certification Regarding Lobbying form, and return it to the Contract Manager.

4.2.4.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4.2.4.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4.2.4.3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.3. Use of Funds for Lobbying Prohibited

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

4.5. Coercion for Labor or Services Prohibited

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider's duly authorized official and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

4.6. Independent Contractor, Subcontracting and Assignments

4.6.1. In performing its obligations under this Contract, the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave

benefits or any other benefits of State employees due to performing the duties or obligations of this Contract.

4.6.2. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees are the sole responsibility of the Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.6.3. The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department. Such assignment occurring without prior approval of the Department shall be null and void.

4.6.4. The State of Florida may assign, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection.

4.6.5. Additional Terms if Subcontracting is Permitted

4.6.5.1. The Provider cannot subcontract for any of the work contemplated under this Contract without the Department's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida.

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

4.6.5.3. The Provider shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

4.7. Indemnity

4.7.1. This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Provider shall indemnify the Department, where indemnification is not limited by law, as follows:

4.7.1.1. Personal Injury and Damage to Real or Tangible Personal Property. The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory provisions control.

4.7.1.2. Intellectual Property Liability. The Provider shall fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other

intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department's misuse or modification of the Provider's products or the Department's operation or use of the Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Provider shall remove the product and refund the Department the amounts paid more than a reasonable rental for past use. The State and the Department will not be liable for any royalties, or licensing fees, not included in this Contract.

4.7.1.3. Actions Related to this Contract. The Provider shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Contract, as well as for any determination arising out of or relating to this Contract that the Provider is not an independent contractor vis-a-vis the Department.

4.7.2. Subcontracts. The Provider shall include in all subcontracts and ensure all resulting contracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The Provider shall indemnify, defend, and hold harmless the State and the Department from the consequences of such a breach.

4.7.3. The indemnification requirement in **4.7.1** does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

4.7.4. Nothing in this Contract constitutes a waiver of sovereign immunity or consent by the Department, or the State, or its subdivisions to suit by third parties or an agreement by the Department, the State, or its subdivisions to indemnify any person.

4.8. Insurance

4.8.1. Workers' Compensation Insurance (WCI). To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by the Provider's WCI.

4.8.2. General Liability Insurance. The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Contract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the State as an additional insured for the entire length of this Contract. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.3. Cyber/Network Security and Privacy Liability Insurance. The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and

ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.4. Authorized Insurers and Documentation. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Department with a commercial self-insurance trust fund authorized under §624.462, F.S. The Provider shall provide thirty (30) calendar days written notice of cancellation of any insurance required by **4.8** to the Department. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Department, prior to this Contract execution, and provide the Department 10 days prior Notice of any cancellation or nonrenewal.

4.9. Notice of Legal Actions

The Provider shall Notice the Department within 10 days after becoming aware of potential legal actions or immediately upon notice of actual legal actions against the Provider related to services provided by this Contract, that may impact deliverables or the Department.

4.10. Intellectual Property

4.10.1. Intellectual property rights to all property created or otherwise developed as part of this Contract by the Provider (either directly or through a subcontractor) for the Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Contract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

4.10.2. A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of the Department. Only after the Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

4.10.3. Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of the Department's choice, copyrighted in the Department's name. Only if the Department declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.

4.10.4. Any inventions or discoveries developed during or as a result of services performed under this Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the Department of any inventions or discoveries developed or made in connection with this Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.

4.10.5. The Provider shall notify the Department of any intellectual property developed in connection with this Contract.

4.10.6. If the Provider is a member of the State University System, the Department's intellectual property rights under **4.10**, will be a fully paid up, perpetual, royalty-free license, including the ability to

modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

4.11. Transition Activities

When services that are the subject of the Contract continue through another provider, or the Department, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider, or the Department. This includes the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider, or the Department, no later than the End Date and shall support the requirements for transition specified in a Department-approved Transition Plan, which the Provider shall develop in consultation with the Department.

4.12. Publicity

The Provider and its employees, agents, and representatives shall not, without prior written consent of the Department in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.13. Sponsorship

As required by §286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.14. Employee Gifts

The Provider agrees it shall not offer to give or give any gift to any Department employee during the service performance period of this Contract and for two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider shall ensure any subcontractors comply with these provisions.

4.15. Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

4.15.1. A reportable incident is defined in CFOP 180-4.

4.15.2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Department's Office of Inspector General and the Contract Manager.

4.15.3. Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at:

<https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general/investigations/inspector-general> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at: IG.Complaints@myflfamilies.com.

The Provider and subcontractor shall mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.

4.16. Employment Screening

4.16.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

4.16.1.1. Employment history checks

4.16.1.2. Fingerprinting for all criminal record checks;

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

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

4.16.1.5. Security background investigation, which may include criminal record checks by local law enforcement agencies; and

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

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

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

4.17. Human Subject Research

Any human subject research under this Contract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Institutional Review Board.

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

5.1.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider shall facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in **5.1.2.** These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

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

5.1.3. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of their form.

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

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

5.1.6. The Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2. The Provider's Confidential Information

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

5.2.2. Any claim by the Provider of trade secret confidentiality for any information contained in the Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.2.2.1. The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the information, the Provider shall include information correlating the nature of the claims to the particular information.

5.2.2.2. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with **5.2.2.1**. Accompanying the submission shall be an updated version of the justification under **5.2.2.1**, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions claimed trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of trade secret information.

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

5.3. Health Insurance Portability and Accountability Act (HIPAA)

Should this Contract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in **5.3** will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

5.3.1. Catch-all Definitions. The following terms as used in **5.3** have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

5.3.2. Specific Definitions for 5.3

5.3.2.1. "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.

5.3.2.2. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the Department.

5.3.2.3. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

5.3.2.4. "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

5.3.3. Obligations and Activities of the Provider

The Provider shall:

5.3.3.1. Not use or disclose PHI except as permitted or required in by **5.3** or law;

5.3.3.2. Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider may create, receive, maintain or transmit on the Department's behalf;

5.3.3.3. Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon;

5.3.3.4. Report to the Department any use or disclosure of PHI not permitted by **5.3**, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;

5.3.3.5. Notify the Department's HIPAA Security Officer, HIPAA Privacy Officer, and Contract Manager within 120 hours after finding a breach or potential breach of personal and confidential

data of the Department; and

5.3.3.6. Notify the Department's HIPAA Privacy Officer and Contract Manager within 24 hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;

5.3.3.7. Provide additional information requested by the Department for investigation of or response to a breach;

5.3.3.8. Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department's actions;

5.3.3.9. In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);

5.3.3.10. Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;

5.3.3.11. Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department's 45 CFR §164.526 obligations;

5.3.3.12. Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR §164.528 obligations;

5.3.3.13. To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with the requirements of Subpart E that apply to the Department in the performance of that obligation; and

5.3.3.14. Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

5.3.4. Provider and its Subcontractors may only use or disclose PHI as listed below:

5.3.4.1. To perform obligations under **5.3**;

5.3.4.2. For archival purposes;

5.3.4.3. If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;

5.3.4.4. To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;

5.3.4.5. To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Department data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);

5.3.4.6. To conform with 45 CFR §164.514(b) in de-identifying PHI; or

5.3.4.7. To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

5.3.5. Department Notifications Affecting Provider Disclosure of PHI

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

5.3.6. Termination Regarding PHI

5.3.6.1. Termination for Cause. Upon the Department's knowledge of a material breach of the Provider's duties under **5.3**, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

5.3.6.2. Provider Obligations Upon Termination. Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

5.3.6.3. Obligations under **5.3.6.2** survive termination.

5.4. Information Security

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

5.4.1. The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the Department's information systems, or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to the Department's information systems or any client or other confidential information. The Information Security Officer will ensure any access to the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Contract.

5.4.2. The Provider shall provide the Department's latest security awareness training to all persons prior to granting access to the Department's information systems or any client or other confidential information. The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0112) annually.

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

5.4.4. The Provider shall notify the Contract Manager within 120 hours, following the determination

of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.5. The Provider shall, at its own cost, comply with §501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.6. The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

5.5. Public Records

5.5.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Contract.

5.5.2. As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the Department the Provider shall:

5.5.2.1. Maintain public records that ordinarily and necessarily would be required by the Department to perform the service.

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

5.5.2.3. Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Contract term and following completion of this Contract if the Provider does not transfer the records to the Department.

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

5.5.3. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.

6. INSPECTIONS, PENALTIES, AND TERMINATION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in **6.1.2** through **6.1.3** shall be imposed for the Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed 10% of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

6.1.2. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1. Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a 10% penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.

6.1.2.3. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.

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

6.2. Termination

6.2.1. The Department may terminate this Contract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

6.2.2. The Provider may terminate this Contract upon no less than 120 days' Notice to the Department unless another time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than 24 hours' Notice in writing to the Provider. The Department is the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate this Contract upon no less than 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Contract. **6.2** does not limit the Department's right to legal or equitable remedies.

6.2.5. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Provider and only if the Provider:

6.2.5.1. Previously failed to satisfactorily perform in a contract with the Department, was notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

6.2.5.2. Had any other contract terminated by the Department for cause.

6.2.6. In the event of termination under **6.2.1** or **6.2.3**, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

6.2.7. If this Contract is for an amount of \$1 million or more, the Department may terminate this Contract at any time the Provider is found to have falsely certified under §287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this Contract, the Department may terminate this Contract at any time the Provider is found to have been engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

7. OTHER TERMS

7.1. Governing Law and Venue

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

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Contract does not include any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Contract and then only the version extant the date of the first Contract signature.

7.3. Interpretation, Severability of Terms

Contract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

7.4. Survival of Terms

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the Department survive the End Date. The Provider's performance pursuant to such surviving provisions is without further payment.

7.5. Modifications

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

7.6. Anticompetitive Agreements

The Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.7. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, F.A.C., if requested by another agency. Other State agencies may purchase from the resulting contract, provided the Department of Management Services has determined this Contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.8. Unauthorized Aliens

7.8.1. Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of §274A of the Immigration and Nationality Act. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to this Contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during this Contract term to perform work pursuant to this Contract within the United States and its territories.

7.8.2. The Provider represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The Department may terminate this Contract at any time if the Provider violates, or aids or abets another in violating, any state or federal law.

7.9. Public Entity Crime and Discriminatory Contractors

Pursuant to §§287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

7.10. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

7.11. Continuing Oversight Teams

The Provider shall comply with the provisions of §287.057(26), F.S., as applicable, establishing and governing conduct of Continuing Oversight Teams for contracts of \$5 million or more.

7.12. Major Disasters and Emergencies

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

7.13. Executive Compensation Reporting

7.13.1. Annually on or before May 1 Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at: <https://www.myflfamilies.com/general-information/contracted-client-services/library>.

7.13.2. In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the Department that indicates the amount of state funds:

7.13.2.1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

7.13.2.2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

7.13.3. If the Provider maintains a website, information provided pursuant to **7.13.2** must be posted on the Provider's website.

7.14. Federal Whistleblower Requirements

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act are located at: <http://www.whistleblowers.gov>.

7.15. Post-Award Notice Dissemination

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award Notice (PAN) from the Department, which will contain information required to meet the Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

7.16. Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with §403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The following applies if Federal Funds are used to fund this Contract.

8.1. Federal Law

8.1.1. Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.

8.1.2. If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4. If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. §6081 et seq.). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

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

8.1.6. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.1.7. Drug Free Workplace. If the Provider is a subrecipient or pass-through entity of federal funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

9. CLIENT SERVICES APPLICABILITY

The following applies if the box for Client Services is checked in the header on page 1.

9.1. Client Risk Prevention

If services to clients are provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962-2873). As required by chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

If the tasks performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which includes provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan allowing the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For

disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every 12 months thereafter, the Provider shall submit a written certification it has reviewed its plan, along with any modifications to the plan, or a statement no modifications were found necessary. The Department agrees to respond in writing within 30 days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider to assume implementation of agreed emergency relief provisions.

9.3. Confidential Client and Other Information

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual.

10. PROPERTY

10.1. The following only applies to this Contract if funded by state financial assistance.

10.2. The word "property" in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and the normal expected life of which is one year or more. This definition also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

10.3. If any property is purchased by the Provider with funds provided by this Contract, the Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Provider will submit a complete inventory of all such property to the Department whether new purchases have been made or not.

10.4. The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

10.5. The Contract Manager must provide disposition instructions to the Provider prior to the End

Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.

10.6. The Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.

10.7. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider is responsible for repaying to the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.

10.8. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

10.9. The Provider will indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

10.10. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

11. AMENDMENT IMPACT

Any amendment replacing or deleting this page will not affect the below execution.

By signing this Contract, the parties state they have read and agree to the entire Contract, as described in 1.6.

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

Miami- Dade County Homeless Trust

**FLORIDA DEPARTMENT OF CHILDREN
AND FAMILIES**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Employer Identification Number (FEIN) or Social Security Number (SSN): 59-6000573

Provider Fiscal Year Ending Date: 09/30

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EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 11 of the Standard Contract, as provided herein:

A.1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A.1.1. Unified Homelessness Contract – This Contract consolidates all homelessness related services funded by legislative appropriation and competitive procurement.

A.1.2. Program Specific Terms**A.1.2.1. Federal Authority**

[24 CFR Part 576](#) Emergency Solutions Grant (ESG) Program

[24 CFR Part 578](#) Continuum of Care (CoC) Program

[45 CFR Part 260](#) Temporary Assistance for Needy Families (TANF) Program

A.1.2.2. Florida Statutes

[§414.161, F.S.](#) TANF Homelessness Prevention Grant Program

[§420.622\(4\), F.S.](#) Challenge Grant Program

[§420.622\(10\), F.S.](#) Staffing Grant Program

A.1.2.3. Standards Applicable to Cost Principles, Audits, Financial Assistance, and Administrative Requirements

[§215.97, F.S.](#) Florida Single Audit Act

[§215.971, F.S.](#) Agreements funded with federal or state assistance

[2 CFR Part 200](#) Uniform Administrative Requirements for Federal Awards

[45 CFR Part 263](#) Expenditures of State and Federal TANF Funds

[Contract Expenditures](#) Reference Guide for State Expenditures

[CFO's Memorandum](#) Compliance Requirements for Agreements

A.1.2.4. Coordinated Entry System – A coordinated process designed to coordinate program participant intake assessment and provision of referrals as defined in [24 CFR Part 578.3](#). A coordinated entry system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

A.1.2.5. Continuum of Care (CoC) – The group organized to carry out the responsibilities required under [24 CFR Part 578](#) and defined in [24 CFR Part 578.3](#) that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

A.1.2.6. CoC Plan – A community plan to organize and deliver housing and mainstream services to meet the specific needs of people who are homeless as they move toward self-sufficiency or those persons at risk of homelessness to help stabilize them in current housing. It includes a framework of an array of housing solutions and related services to address the various needs of homeless persons and those at risk of becoming homeless. These plans are updated periodically to meet the changing needs of the community.

A.1.2.7. Coordinated System of Care – The CoC coordinated efforts to prevent and assist in ending homelessness.

- A.1.2.8. Homeless Management Information System (HMIS)** – HMIS is the information system compliant with HUD's data collection, management, and reporting standards and must be designated by the CoC and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness, as defined in [24 CFR 576.2](#) and [24 CFR 578.3](#).
- A.1.2.9. Lead Agency** – The lead agency designated by the local homeless assistance continuum of care plan to serve as the point of contact and accountability to the Office on Homelessness. The purpose of the local Lead Agency is to help communities envision, plan, and implement coordinated, long-term solutions to address homelessness. Under the terms of this Contract, it remains the Lead Agency's responsibility to ensure services are provided in a manner consistent with this Contract and the Lead Agency's application to render services, and applicable program requirements and guidance.
- A.1.2.10. Office on Homelessness** – The Office on Homelessness was created within the Department of Children and Families as the central point of contact within state government on homelessness, under [§420.622, F.S.](#)
- A.1.2.11. Pass-through Entity** – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program [2 CFR 200.325](#).
- A.1.2.12. Subcontractor(s)** – Local government or non-profit agencies located within the catchment area contracted with the served by the Lead Agency to provide various types of services to the homeless population under the Lead Agency. Agencies that have received a contract or subcontract to carry out services under a federal award that the Department of Children and Families has received under the ESG program must carry the same requirements and program compliance the Department is responsible for under its federal grant agreement.
- A.1.2.13. U.S. Department of Housing and Urban Development (HUD)** – Established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships — particularly with faith-based and community organizations — that leverage resources and improve HUD's ability to be effective on the community level.
- A.1.2.14. Victim Service Provider** – A victim service provider as defined in [24 CFR 576.2](#) and [24 CFR 578.3](#) is a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.
- A.1.2.15. Written Standards** – The Provider must develop written standards and procedures for providing ESG assistance in accordance with the provisions set forth in [24 CFR Part 576.400\(e\)](#). The written standards must be approved by the Office on Homelessness prior to grant execution and shall include, but are not limited to:
- A.1.2.15.1.** Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG;
 - A.1.2.15.2.** Standards for targeting and providing essential services related to street outreach;
 - A.1.2.15.3.** Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;
 - A.1.2.15.4.** Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;

- A.1.2.15.5.** Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see [24 CFR Part 576.400\(b\)](#) and [24 CFR Part 576.400\(c\)](#) for a list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
- A.1.2.15.6.** Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
- A.1.2.15.7.** Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
- A.1.2.15.8.** Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
- A.1.2.15.9.** Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant may receive assistance; or the maximum number of times the program participant may receive assistance.

A.1.2.16. Catchment Area – The area where the Continuum of Care is authorized to provide services, roughly corresponding to HUDs defined catchment area for the relevant Continuum of Care.

A.2. STATEMENT OF WORK

- A.2.1.** The purpose of this Contract is to provide coordinated funding and support to the **CoC** with the goal of reducing and ending homelessness across Florida, combining multiple grant programs into a single streamlined agreement, enabling CoCs to deliver a full spectrum of services to individuals and families experiencing or at risk of homelessness. Lead Agencies are responsible for coordinating regional homelessness response systems, managing HMIS data, overseeing subcontractors, and implementing interventions such as shelter operations, street outreach, rapid rehousing, and homeless prevention services. The unified contract aims to increase system efficiency, strengthen fiscal accountability, improve measurable housing outcomes, and streamline reporting processes by unifying deliverables across programs.

The contract establishes clear performance expectations for reducing homelessness, stabilizing housing outcomes, and maintaining compliance with federal and state requirements, including 24 CFR Parts 576 and 578 and §§414.161 and 420.622, F.S. Through monthly reporting, subcontractor oversight, annual performance evaluations, and close partnership with the Office on Homelessness, CoCs will ensure that services are delivered effectively, taxpayer dollars are spent responsibly, and progress is made toward ending homelessness across Florida.

A.3. PAYMENT, INVOICE AND RELATED TERMS

- A.3.1.** There are no additional provisions to this section of the Standard Contract.

A.4. GENERAL TERMS AND CONDITIONS

A.4.1. Coordination of Services

- A.4.1.1.** In addition to the provision of **4.1.1.6.** hereof, the Provider shall utilize the Coordinated System of Care as a means of ensuring systemic referral coordination, planning and needs assessment, data collection, resource sharing, and service tracking for persons served under this Contract.
- A.4.1.2.** The Provider shall enter all persons serviced under this contract into the HMIS, unless exempted in writing by the Office on Homelessness. If the Provider is not the service coordinator for HMIS, it will ensure all data related to persons served are entered utilizing the coordinated entry system, unless exempted in writing by the Office on Homelessness.
- A.4.1.2.1.** Per [24 CFR 578.57\(a\)\(3\)](#) Victim Services Providers or Legal Services Providers are not required to input data into HMIS and may instead use CoC funds to establish and operate a comparable database that complies with HUD's HMIS requirements.
- A.4.1.2.2.** Additional requirements regarding entry of information into HMIS for ESG activities are outlined in **C3.1.5.**
- A.4.1.3.** If the Provider is not the HMIS service coordinator, they will ensure all subcontractors of service are utilizing the coordinated entry system and/or HMIS for all persons served under this Contract.
- A.4.1.4.** If the Department of Children and Families provides a statewide HMIS system without cost to the Provider, the Provider shall not request reimbursement for HMIS Administration or Operation unless exempted in writing by the Office on Homelessness.

A.4.2. Employment Screening

- A.4.2.1.** Notwithstanding **4.16.**, persons requiring employment screening for a position with any Provider serving the homeless who have been documented by a Continuum of Care lead agency as recipients of homeless services shall have their employment screening analyzed under §420.6241, F.S.
- A.4.2.2.** The Office on Homelessness may issue clarifying guidance on which Provider staff and any Provider subcontractor staff are required to receive employment screening in accordance with this Contract.

A.5. RECORDS, AUDITS AND DATA SECURITY

- A.5.1.** There are no additional provisions to this section of the Standard Contract.

A.6. INSPECTIONS, PENALTIES, AND TERMINATION

- A.6.1.** There are no additional provisions to this section of the Standard Contract.

A.7. OTHER TERMS

- A.7.1.** There are no additional provisions to this section of the Standard Contract.

A.8. FEDERAL FUNDS APPLICABILITY

- A.8.1.** The Provider and its subcontractor(s) shall comply with all applicable federal and state laws, rules and regulations as amended from time to time, that affect the subject areas of the Contract, whether or not explicitly reference herein.

A.9. CLIENT SERVICES APPLICABILITY

- A.9.1.** The Provider and its subcontractor(s) shall comply with all applicable terms related to the provision of services under this contract from clients designated in **B.4**, and any applicable designations incorporated by reference.

A.10. PROPERTY

- A.10.1. General Property Requirements**

A.10.1.1. Prior to the purchase or renovation of any property, the Provider must receive written authorization to proceed with the purchase or renovation by the Office on Homelessness.

A.10.1.2. Compliance with property requirements of this contract will be maintained through the Property Tracker section of the Contract Management Document. The Contract Management Document will be provided to the Provider following contract execution.

A.10.1.2.1. If the Provider does not maintain and update the Property Tracker section of the Contract Management Document in a manner consistent with guidance provided by the Office on Homelessness and the terms of this contract, the Provider will be considered out of compliance with this contract and the Department may seek any remedies allowable by this contract and law.

A.10.2. Property Management with State Funds

A.10.2.1. Purchases of property with state funds under this contract must comply with **4.1.1.5** and §402.73(3) F.S. Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law.

A.10.3. Property Management with Emergency Solutions Grant Funds

A.10.3.1. Property purchased or renovated with ESG funds must comply with 24 CFR Part 576.

A.10.3.2. The disposition of real property for which ESG funds are used for major rehabilitation, conversion, or other renovation under §576.102 is governed by the minimum period of use requirements under §576.102(c). Pursuant to 24 CFR 576.102(c)(1), a building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building.

A.10.3.2.1. Major rehabilitation. If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is 10 years.

A.10.3.2.2. Conversion. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the minimum period of use is 10 years.

A.10.3.2.3. Renovation other than major rehabilitation or conversion. In all other cases where ESG funds are used for renovation, the minimum period of use is 3 years.

A.10.3.4. Real property acquisition requirements. The acquisition of real property, whether funded privately or publicly, for a project assisted with Emergency Solutions Grant (ESG) funds is subject to the URA and Federal governmentwide regulations at 49 CFR part 24, subpart B.

A.11. AMENDMENT IMPACT

A.11.1. There are no additional provisions to this section of the Standard Contract.

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EXHIBIT B – SCOPE OF WORK**B.1. SCOPE OF SERVICE**

Pursuant to [§420.6225, F.S.](#) the Provider is the Lead Agency in the **B.3.1.** catchment area. Through the programs identified below, the Provider shall provide individual and organizational support designed to reduce and end homelessness in the State of Florida.

B.1.1. Staffing Grant – Work within the CoC Plan to carry out the requirements set forth in [24 CFR Part 578](#).

B.1.2. Challenge Grant – Pursuant to [§420.622\(4\), F.S.](#), provide housing, service, and program needs included in the CoC Plan.

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

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

B.1.5. ESG Rapid Unsheltered Survivor Housing (ESG-RUSH) – Pursuant to [24 CFR Part 576](#), provide services and payment, as applicable and allowable, to address the needs of homeless individuals or families at risk of homelessness in areas affected by a FEMA declared disaster, as directed by the Department. ESG-RUSH funds have the same applicability throughout the contract as ESG unless otherwise stated within this Contract or addressed through guidance from HUD or the Department.

B.2. MAJOR CONTRACT GOALS

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

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

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

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

B.2.5. Rapid Unsheltered Survivor Housing (RUSH) - The applicability of this section is identified in **B.1.5.** The objective of RUSH funding is to provide emergency shelter to homeless persons; engage individuals living on the street through street outreach activities; provide homeless prevention services to enable those in danger of losing their home to remain stably housed; and to provide re-housing services to help those who are homeless become stably housed in an area that was affected by a declared major disaster.

B.3. SERVICE AREA/LOCATIONS/TIMES

B.3.1. For the purposes of this Contract, services shall occur within the following Counties (catchment area): **Miami, Dade.**

B.3.1.1. The Provider may, with the specific and written authorization of the Office on Homelessness, provide services in counties not located in the Continuum of Care's catchment area noted in **B.3.1.** Specific and written authorization will be on an individual or project basis only and will not constitute a blanket authorization.

B.3.1.1.1. Unless extenuating circumstances exist, as deemed applicable by the Office on Homelessness, the Provider must gain written authorization from the relevant Continuum of Care to provide services in another Continuum of Care's catchment area and provide this authorization to the Office on Homelessness before services can be provided pursuant to **B.3.1.1.** outside the Continuum of Care's catchment area noted in **B.3.1.**

B.3.1.2. The Provider may, with the specific and written authorization of the Office on Homelessness, subcontract funds to another Continuum of Care to provide services in counties not located in the Continuum of Care's catchment area noted in **B.3.1.** Specific and written authorization will be on an individual or project basis only and will not constitute a blanket authorization.

B.3.2. The location of the Provider is:

Miami-Dade County Homeless Trust.
111 NW 1st Street, 27th Floor Suite 310
Miami, FL 33128

B.3.3. The Provider shall deliver services in a manner consistent with applicable program requirements.

B.3.4. Services for homeless prevention and rapid re-housing assistance programs shall be provided during normal business hours, Monday through Friday from 8:00am until 5:00pm, and/or those hours deemed necessary by the Provider or subcontractor to meet the needs of clients seeking services.

B.3.5. Services for emergency shelters (if applicable under this Contract) shall be provided as many hours per day as are possible.

B.3.6. Any change in location and/or service time shall not require an amendment to this Contract but will require a written request from the Provider and an approval from the Department (Contract Manager or Office on Homelessness) prior to the time change.

B.4. CLIENTS TO BE SERVED

B.4.1. Staffing Grant – The applicability of this section is identified in **B.1.1.** Clients are not served directly under the Staffing Grant, rather it is used to coordinate functions of the Lead Agency in accordance with [24 CFR Part 578](#) to implement the CoC plan.

B.4.2. Challenge Grant – The applicability of this section is identified in **B.1.2.** The Provider must serve clients in a manner consistent with the proposed projects that are included in the CoC plan.

B.4.3. Emergency Solutions Grant (ESG) – The applicability of this section is identified in **B.1.3.** Applicable definitions for individuals who are eligible for services under ESG are found in [24 CFR Part 576.2](#) and defined as “homeless” or “at risk of homelessness”.

B.4.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant – The applicability of this section is identified in **B.1.4.** To be eligible for assistance under this grant, a household consists of a family that resides in Florida; has at least one household member who is a United States citizen or a lawful permanent resident; has a minor child living in the household full-time; and has a household income less than two-hundred percent (200%) of the federal poverty level as annually published by the U.S. Department of Health and Human Services (HHS). The adult who applies for the grant assistance with the CoC must be the parent

or guardian of the minor child residing in the household. The family's housing emergency shall be the result of a financial or other crisis and documented by the Provider or its subcontractor(s).

Applicable definitions for services under TANF are found in [§414.0252, F.S.](#)

B.4.5. Rapid Unsheltered Survivor Housing (RUSH) - The applicability of this section is identified in **B.1.5**. Applicable definitions for individuals who are eligible for services under RUSH are found in [24 CFR Part 576](#). Clients are defined as "homeless" or "at risk of homelessness" that have been residing in an area affected by a major disaster declared pursuant to the Stafford Act on or after December 20, 2019.

B.5. CLIENT ELIGIBILITY

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

B.6. CLIENT DETERMINATION

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

B.7. EQUIPMENT

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

B.8. CONTRACT LIMITS

There are no additional contract limits.

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EXHIBIT C – TASK LIST

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

C.1. SERVICE TASKS

- C.1.1.** The applicability of this section is identified in **B.1.1**. To achieve the Major Contract Goals for the **Staffing Grant** set forth in **B.2.1**, the Provider shall perform the tasks specified in **C1**.
- C.1.2.** The applicability of this section is identified in **B.1.2**. To achieve the Major Contract Goals for the **Challenge Grant** set forth in **B.2.2**, the Provider shall perform the tasks specified in **C2**.
- C.1.3.** The applicability of this section is identified in **B.1.3**. To achieve the Major Contract Goals for the **Emergency Solutions Grant (ESG)** set forth in **B.2.3**, the Provider shall perform applicable tasks specified in **C3**.
- C.1.4.** The applicability of this section is identified in **B.1.4**. To achieve the Major Contract Goals for the **Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** set forth in **B.2.4**, the Provider shall perform the tasks specified in **C4**.
- C.1.5.** The applicability of this section is identified in **B.1.5**. To achieve the Major Goals for the **Rapid Unsheltered Survivor Housing (RUSH)** set forth in **B.2.5**, the Provider shall perform tasks specified in **C3**.
- C.1.6.** Programmatic Reports – The Provider shall submit annual Programmatic reports according to the schedule in **C5**.

C.2. ADMINISTRATIVE TASKS**C.2.1. Staffing**

- C.2.1.1.** The Provider shall recruit, select, train, and employ a qualified individual to serve as the administrator of this Contract. The administrator will carry out and/or coordinate the roles, functions, and responsibilities set forth in this Contract, including but not limited to grant monitoring, administrative functions, financial compliance, and reporting activities as specified or required.
- C.2.1.2.** The Provider shall ensure adequate and sufficient staff, paid or volunteer, to satisfactorily meet all contract requirements, including background screening requirements in accordance with **4.16**.
- C.2.1.3.** The Provider shall notify the Contract Manager in writing within five business days of the vacancy of the administrator position and shall notify the Contract Manager when a qualified replacement has been hired.

C.2.2. Professional Qualifications

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

C.2.3. Subcontracting**C.2.3.1. Subcontracting Provision**

- C.2.3.2.1.** Notwithstanding the provisions of **C.2.3.4** or provisions listed elsewhere in this contract, the Provider may subcontract any functions under this Contract with prior approval of the Office on Homelessness through the process listed in **C.2.3.2.5**.
- C.2.3.2.2.** The Provider must establish a process for subcontracting grant funds under this Contract.

- C.2.3.2.3.** Any subcontractor must have the capacity to carry-out functions under this Contract including but not limited to adequate staff to provide services, and program oversight and must be a registered non-profit.
- C.2.3.2.4.** The Provider shall supply subcontract agreements and/or any applicable amendments to the Department upon request.
- C.2.3.2.5.** The Provider shall submit every subcontractor utilized under this contract for approval to the Department through the Subcontractor Monitoring section of the Contract Management Document. The Contract Management Document will be provided to the Provider following contract execution. Following approval, the Provider shall maintain the list of current and former subcontractors utilized under this contract in the Contract Management Document.
- C.2.3.2.6.** If the Provider does not maintain and update the Subcontractor Monitoring section of the Contract Management Document in a manner consistent with guidance provided by the Office on Homelessness and the terms of this contract, the Provider will be considered out of compliance with this contract and the Department may seek any remedies allowable by this contract and law.

C.2.3.3. Subcontracting Monitoring

- C.2.3.3.1.** The Provider shall monitor all subcontractor(s) receiving funding through and providing services subject to the terms specified in this Contract. The Provider shall develop a written monitoring schedule and plan. The monitoring schedule and plan shall be submitted to the Contract Manager within 30 calendar days of the beginning of each fiscal year. At a minimum, the schedule and plan shall include:
 - C.2.3.3.1.1.** The dates of the scheduled onsite visits at the subcontractor location where services are conducted;
 - C.2.3.3.1.2.** Staff interviews and personnel file checks to determine knowledge, skills, and abilities to perform grant services, and compliance with background screening requirements;
 - C.2.3.3.1.3.** The number, percentage, or methodology to determine a statistical representation of client case files to be reviewed to determine compliance with grant eligibility criteria; and
 - C.2.3.3.1.4.** The identified Terms of this Contract that will be passed on to the subcontractor and be reviewed for compliance by the Provider and subject to monitoring by the Department's Contract Manager and/or Office on Homelessness.
- C.2.3.3.2. Subcontracting Monitoring Findings –** Subsequent to the monitoring, the Provider shall report their findings in writing to the Department's Contract Manager within 30 calendar days from the monitoring date, to include but not limited to any required corrective action. If during the monitoring it is determined that a violation or suspected violation of law or policy has been found, the Provider shall report it immediately to the Department Contract Manager, the appropriate law enforcement agency, and/or the Inspector General, as determined appropriate by the level of the violation. If abuse, neglect, or abandonment of a child, disabled person, or senior citizen is suspected, then it must be reported immediately to the Department's Abuse Hotline. For monitoring guidance, the Provider may review Children and Families Operating Procedure (CFOP) 75-8, which may be requested through the Department Contract Manager.

- C.2.3.4. Emergency Solutions Grant (ESG) Subcontracting –** The applicability of this section is identified in **B.1.3**. In addition to the requirements identified in the Standard Contract, ESG shall conform to the following:

- C.2.3.4.1.** This Contract is funded in part by a federal grant award. Any sub-award is considered federal financial assistance and all subcontractors of services under this Contract are bound by grant requirements under [24 CFR Part 576](#), when conducting program activities and [2 CFR Part 200](#) as it relates to adherence to federal financial requirements under this grant award.
- C.2.3.4.2.** Any sub-award of this federal grant award must include a written agreement between both parties for the provision of eligible services. Providers under this grant award are required pursuant to [2 CFR Part 200](#) to monitor and validate program activities and financial compliance of all subcontractors.
- C.2.3.4.3.** Pursuant to [2 CFR Part 200.331](#), in part, all pass-through entities must ensure the following:
 - C.2.3.4.3.1.** [2 CFR Part 200.331\(a\)\(2\)](#) – All requirements imposed by the pass-through entity on the subcontractor so that the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award;
 - C.2.3.4.3.2.** [2 CFR Part 200.331\(a\)\(3\)](#) – Any additional requirements that the pass-through entity imposes on the subcontractor in order for the pass-through entity to meet its own responsibility to the federal awarding agency including identification of any required financial and performance reports;
 - C.2.3.4.3.3.** [2 CFR Part 200.331\(a\)\(5\)](#) – A requirement that the subcontractor permit the pass-through entity and auditors to have access to the subcontractor's records and financial statements as necessary for the pass-through entity to meet the requirements of [2 CFR Part 200.300](#) (statutory and national policy requirements) through [2 CFR Part 200.309](#) (period of performance), and subpart F (audit requirements) of this Part; and
 - C.2.3.4.3.4.** [2 CFR Part 200.331\(d\)](#) – Monitor the activities of the subcontractor as necessary to ensure that the sub-award is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the sub-award; and that the sub-award performance goals are achieved. Pass-through entity monitoring must include:
 - C.2.3.4.3.4.1.** Reviewing financial and programmatic reports required by the pass-through entity.
 - C.2.3.4.3.4.2.** Following up and ensuring that the subcontractor takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subcontractor detected through audits, onsite reviews, and other means.
 - C.2.3.4.3.4.3.** Issuing a management decision for audit findings pertaining to the federal award provided as required by [2 CFR Part 200.521](#) (Management Decision).
 - C.2.3.4.3.5.** [2 CFR Part 200.331\(e\)](#) – Depending upon that pass-through entity's assessment of risk posed by the subcontractor as described in [2 CFR Part 200.331\(b\)](#), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals.
 - C.2.3.4.3.5.1.** Providing subrecipients with training and technical assistance on program-related matters; and
 - C.2.3.4.3.5.2.** Performing on-site reviews of the subcontractor's program operations;
 - C.2.3.4.3.5.3.** Arranging for agreed-upon-procedures engagements as described in [2 CFR Part 200.425](#) (audit services).
 - C.2.3.4.3.6.** [2 CFR Part 200.331\(f\)](#) – Verify that every subcontractor is audited as required by subpart F (audit requirements) of this part when it is expected that the

subcontractor's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in [2 CFR Part 200.501](#) (audit requirements).

C.2.4. Records and Documentation

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

C.2.5. Reports (programmatic and to support payment)

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

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

C.2.6. Contract Management Document

C.2.6.1. Programmatic Reports – The Contract Management document consists of the Contract Budget section as noted in **F.1**, the Subcontractor Monitoring section as noted in **C.2.3**, and Property Tracker section as noted in **A.10**.

C.2.7. Shelter Inventory

C.2.7.1. Shelter Inventory – The Office on Homelessness may ask assistance from the Providers in completing a shelter inventory in the Provider's catchment area.

C.3. STANDARD CONTRACT REQUIREMENTS

There are no additional requirements.

C.4. EXHIBITS

Exhibit C1 – Staffing Grant Service Tasks

Exhibit C2 – Challenge Grant Service Tasks

Exhibit C3 – Emergency Solutions Grant Service Tasks

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

Exhibit C5 – Unified Homelessness Contract Reporting Schedule

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EXHIBIT C1 – STAFFING GRANT SERVICE TASKS**C1.1. SERVICE TASKS**

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

C1.1.1. Operate the CoC. The Lead Agency, in coordination with the CoC, shall:

- C1.1.1.1.** Hold meetings of the full CoC membership, with published agendas, at least semi-annually;
- C1.1.1.2.** Solicit invitations for new members, at least annually, within the geographic area to join the CoC;
- C1.1.1.3.** Appoint additional committees, subcommittees, or workgroups;
- C1.1.1.4.** Develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with [24 CFR Part 578, Subpart B](#); with HMIS requirements as prescribed by HUD; and a code of conduct and recusal process for the board, its chair(s), and any person acting on behalf of the board;
- C1.1.1.5.** Consult with the CoC Board and/or subrecipients to establish performance targets appropriate for population and program type, monitor subcontractor performance, evaluate outcomes, and take action against poor performers;
- C1.1.1.6.** Operate a coordinated entry system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. The CoC must develop a specific policy to guide the operation of the coordinated entry system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from nonvictim service providers. This system must comply with any requirements established by HUD by Notice.
- C1.1.1.7.** Establish and consistently follow written standards for providing CoC assistance for ESG funded projects as set forth in [24 CFR Part 576.400\(e\)](#) and referenced in **A.1.2.15**.

C1.1.2. Designating and Operating an HMIS. The CoC shall:

- C1.1.2.1.** Designate a single HMIS for the geographic area;
- C1.1.2.2.** Designate an eligible applicant to manage the CoC's HMIS, which will be known as the HMIS Lead;
- C1.1.2.3.** Review, revise, and approve a privacy plan, security plan, and data quality plan for the HMIS.
- C1.1.2.4.** Ensure consistent participation of all subcontractor(s) funded as part of this Contract in the HMIS; and
- C1.1.2.5.** Ensure the HMIS is administered in compliance with requirements prescribed by HUD.

C1.1.3. CoC Planning. The Lead Agency, in coordination with the CoC, shall develop a plan that includes:

- C1.1.3.1.** Coordinate the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals (including unaccompanied youth) and families. At a minimum, such system encompasses the following:
 - C1.1.3.1.1.** Outreach, engagement, and assessment;
 - C1.1.3.1.2.** Shelter, housing, and supportive services;
 - C1.1.3.1.3.** Prevention strategies.

- C1.1.3.2.** Plan for and conduct an annual point-in-time count of homeless persons within the geographic area that meets the following requirements:
 - C1.1.3.2.1.** Homeless persons who are living in a place not designed or ordinarily used as a regular sleeping accommodation for humans must be counted as unsheltered homeless persons.
 - C1.1.3.2.2.** Persons living in emergency shelters and transitional housing projects must be counted as sheltered homeless persons.
 - C1.1.3.2.3.** Other requirements established by HUD by Notice.
- C1.1.3.3.** Conduct an annual gaps analysis/needs assessment of the homeless needs and services available within the geographic area.
- C1.1.3.4.** Consult with the Department regarding ESG program activities within the CoC's geographic area for the purposes of providing a comprehensive response for accurately reflecting the services provided throughout the state.

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EXHIBIT C2 – CHALLENGE GRANT SERVICE TASKS**C2.1. SERVICE TASKS**

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

C2.1.1. Under the Challenge Grant, the Provider and its subcontractors must serve clients in a manner consistent with the client eligibility definitions in **B.4**.

C2.1.2. All activities under the Challenge Grant will be consistent with the CoC plan. The plan is incorporated in the original solicitation and submitted annually as part of this Contract.

C2.1.3. Any activities provided by the Provider, or a subcontractor will be performed in a manner consistent with the CoC plan, the grant application, and/or with written approval from the Department (Contract Manager and/or the Office on Homelessness). In accordance with [§420.622\(4\), F.S.](#), all activities must support the housing, program, or service needs included in the CoC plan.

C2.1.4. Changes in services are allowable with written approval of the Department (Contract Manager and/or the Office on Homelessness) and do not require an amendment to this Contract unless it is not clear that the services are consistent with the CoC plan incorporated by reference to this Contract.

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EXHIBIT C3 – EMERGENCY SOLUTIONS GRANT (ESG) SERVICE TASKS**C3.1. SERVICE TASKS**

The applicability of this section is identified in **B.1.3.** and **B.1.5.** The tasks to be performed under this Contract must comply with the written standards and all applicable rules, regulations, and policies related to the ESG program. The following are allowable activities under this Contract, as defined in [24 CFR Part 576, Subpart B.](#)

C3.1.1. Street Outreach Component ([24 CFR Part 576.101](#)) – Subject to the expenditure limit in [24 CFR Part 576.100\(b\)](#), ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term “unsheltered homeless people” means individuals and families who qualify as homeless under paragraph (1)(i) of the “homeless” definition under [24 CFR Part 576.2](#). The eligible costs and requirements for essential services consist of the following as defined in [24 CFR Part 576.101](#): engagement, case management, emergency health services, emergency mental health services, transportation, and services for special populations.

C3.1.1.1. Per [24 CFR Part 576.100\(b\)](#), the total amount of the grant award that may be used for street outreach and emergency shelter activities cannot exceed 60 percent of the Provider’s fiscal year grant award.

C3.1.2. Emergency Shelter Component ([24 CFR Part 576.102](#)) – Subject to the expenditure limit in [24 CFR Part 576.100\(b\)](#), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters. The eligible costs and requirements consist of the following as defined in [24 CFR Part 576.102](#): essential services, including but not limited to, case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations; renovation; shelter operations; and assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

C3.1.2.1. Per [24 CFR Part 576.100\(b\)](#), the total amount of the grant award that may be used for street outreach and emergency shelter activities cannot exceed 60 percent of the Provider’s fiscal year grant award.

C3.1.3. Homelessness Prevention Component ([24 CFR Part 576.103](#)) – ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in [24 CFR Part 576.2](#). This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the “at risk of homelessness” definition, or who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in [24 CFR Part 576.2](#) and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant’s current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in [24 CFR Part 576.105](#), the short-term and medium-term rental assistance requirements in [24 CFR Part 576.106](#), and the written standards and procedures established under [24 CFR Part 576.400\(e\)](#).

C3.1.4. Rapid Re-Housing Assistance Component (24 CFR Part 576.104) – ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in [24 CFR Part 576.2](#) or who meet the criteria under paragraph (4) of the “homeless” definition and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in [24 CFR Part 576.105](#), the short- and medium-term rental assistance requirements in [24 CFR Part 576.106](#), and the written standards and procedures established under [24 CFR Part 576.400\(e\)](#).

C3.1.5. HMIS Component (24 CFR Part 576.107) – The Lead Agency or subcontractor(s) may use ESG funds to pay the costs of contributing data to the HMIS designated by the CoC for the area, including the costs of: Purchasing or leasing computer hardware; Purchasing software or software licenses; Purchasing or leasing equipment, including telephones, fax machines, and furniture; Obtaining technical support; Leasing office space; Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS; Paying salaries for operating HMIS; Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act; Paying staff travel costs to conduct intake; and Paying participation fees charged by the HMIS Lead, if the Provider or subcontractor is not the HMIS Lead. The HMIS Lead is the entity designated by the CoC to operate the area's HMIS.

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

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

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

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

C3.1.6.1.1. Salaries, wages, and related costs of the Provider's staff, the staff of subcontractors, or other staff engaged in program administration. In charging costs to this category, the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose *primary* responsibilities with regard to the program involve program administration assignments, or the pro

rata share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. Only one of these methods may be used to calculate administrative costs.

Program administration assignments include the following: Preparing program budgets and schedules, and amendments to those budgets and schedules; Developing systems for assuring compliance with program requirements; Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities; Preparing reports and other documents directly related to the program for submission to the Department; Coordinating the resolution of audit and monitoring findings; Evaluating program results against stated objectives; and Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in [\(a\)\(1\)\(i\)\(A\) through \(G\)](#) of [24 CFR Part 576.108](#).

- C3.1.6.1.2.** Travel costs incurred for monitoring of subrecipients; Monitoring program activities for progress and compliance with program requirements;
- C3.1.6.1.3.** Administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; and
- C3.1.6.1.4.** Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
- C3.1.6.2.** *Training on ESG requirements.* Costs of providing training on ESG requirements and attending HUD-sponsored ESG trainings.
- C3.1.6.3.** *Consolidated plan.* Costs of preparing and amending the ESG and homelessness-related sections of the consolidated plan in accordance with ESG requirements and [24 CFR Part 91](#).
- C3.1.6.4.** *Environmental review.* Costs of carrying out the environmental review responsibilities under [24 CFR 576.407](#).

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

C4.1. SERVICE TASKS

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

C4.1.1. Case Management – The Provider or its subcontractor shall provide case managers for the delivery of case management services, including the determination of eligibility, to assist families as outlined in the family case plan:

C4.1.1.1. The family's case plan shall set forth costs that will be covered by the grant, as well as the total dollar amount of assistance to be provided to the family.

C4.1.1.2. The case plan shall spell out the family's goal for housing stability, the anticipated date the case plan will be completed, the type of assistance to be delivered to the family, and the Provider's schedule for monitoring the family's housing stability following the cessation of grant assistance, whether the family was able to avoid becoming homeless, and whether the family remained in permanent housing.

C4.1.2. Emergency Financial Assistance – The Provider or its subcontractor shall provide emergency financial assistance to families at risk of homelessness, through assistance with past due rent, mortgage, and utility payments. The amount of financial assistance necessary to prevent homelessness shall be supported by a late notice or intent to evict from the landlord or a late notice from the mortgage company, or a past due bill or intent to disconnect notice from the utility company, documenting services to the applicant's address, in a household member's name, and an amount owed. The notice must include the name and address of the landlord, mortgage, or utility company where the payment should be mailed.

C4.1.3. Family Monitoring – The Provider or its subcontractor shall track, monitor, and report on each family assisted for at least 12 months after the date of last assistance is provided to the family.

C4.1.4. Case File – The Provider or its subcontractor shall develop, maintain, and retain a case file on each family applying for assistance. The case file shall contain all information necessary to determine the eligibility of the family, and shall also include, but is not limited to the following:

C4.1.4.1. An eligibility determination;

C4.1.4.2. A Case Plan for persons assisted;

C4.1.4.3. Documentation of household income and size;

C4.1.4.4. Documentation of emergency financial assistance provided to the family;

C4.1.4.5. Documentation of how often the family has applied for and received assistance, including the limit on the number of times the family may be assisted; and

C4.1.4.6. Documentation of monitoring of the family and the housing outcome achieved.

C4.1.5. Additional Responsibilities – In addition, the Provider or its subcontractor shall:

C4.1.5.1. Develop and utilize an application for all persons seeking assistance. At a minimum, the application must identify all household members, the amount and type of assistance sought, and the date of the request for assistance.

C4.1.5.2. Enter information on each family assisted into the local HMIS;

C4.1.5.3. Set a maximum per family assistance amount;

C4.1.5.3.1. Past Due Rent or Mortgage Assistance – Eligible households may receive a maximum of four months of past due rent or mortgage assistance or financial support for past due rent or mortgage assistance not to exceed \$5,000.

C4.1.5.3.2. Past Due Utility Assistance – Eligible households may receive a maximum of four months of past due utility assistance or financial support for past due utility assistance not to exceed \$1,000.

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EXHIBIT C5 –UNIFIED HOMELESSNESS CONTRACT PROGRAMMATIC REPORTING SCHEDULE

REPORT TITLE	REPORTING FREQUENCY	REPORT DUE DATE	DCF PERSONNEL TO RECEIVE REPORTS	ADDITIONAL NOTES
Invoice & Match Report (for each applicable funding stream)	Monthly	30th of each month following the delivery of services, or next business day if the 30th falls on a Saturday, Sunday, or holiday	Contract Manager	See F1–F4
Roll-up Report (for each applicable cost-reimbursement funding stream)	Monthly	30th of each month following the delivery of services, or next business day if the 30th falls on a Saturday, Sunday, or holiday	Contract Manager	See F2.1., F3.1., and F4.1
Back-up Documentation (for each applicable cost-reimbursement funding stream)	Monthly	30th of each month following the delivery of services, or next business day if the 30th falls on a Saturday, Sunday, or holiday	Contract Manager	See E1–E4
Monthly Status Report (for each applicable funding stream)	Monthly	30th of each month following the delivery of services, or next business day if the 30th falls on a Saturday, Sunday, or holiday	Contract Manager	See Exhibit D
Contract Management Document	As updated	Within 30 days of contract execution, then as updated	Contract Manager, Office on Homelessness Leadership	See in F.1., C.2.3., and A.10
HMIS Consolidated Annual Performance and Evaluation Report (CAPER) ESG; ESG-RUSH	Annually	July 15th	Office on Homelessness Data Staff	Files must be submitted for each Activity in zipped .csv files
Monitoring Plan and Schedule	Annually	Within 30 days of contract execution, then July 15 th	Contract Manager	For all services subcontracted in this contract
Monitoring Findings	As updated	Within 30 days of completion of any monitoring completed by the Lead Agency	Contract Manager	For all services subcontracted in this contract

REPORT TITLE	REPORTING FREQUENCY	REPORT DUE DATE	DCF PERSONNEL TO RECEIVE REPORTS	ADDITIONAL NOTES
Employee Screening Affidavit	Upon hire	Upon hire	Contract Manager	As required by 4.16.
Annual Point In Time Count (preliminary numbers)	Annually	April 30th	Contract Manager	Downloaded version of data submitted to HUD
ESG Written Standards (if applicable under B.1.3.)	Annually	Within 30 days of contract execution, then July 15 th	Contract Manager	CoC-level written standards for ESG funded projects
CoC Plan	Annually	Within 30 days of contract execution	Contract Manager	Plan submitted as part of the CoC NOFA or formatted for CoC distribution
CoC Governance Charter	Annually	Within 30 days of contract execution, then July 15 th	Contract Manager	Governance Charter as provided to CoC
Gaps Analysis/Needs Assessment	Annually	October 15th	Contract Manager	Gaps Analysis/Needs Assessment required by HUD
Executive Compensation Annual Report, PCMT-08-2021	Annually	May 1st	Contract Manager	Downloaded version of data submitted to HUD
Disaster Policy	Annually	Within 30 days of contract execution, then July 15 th	Contract Manager	CoC level disaster policy
Monthly CAPER report	Monthly	30th of each month following the delivery of services, or next business day if the 30th falls on a Saturday, Sunday, or holiday	Office on Homelessness	Provided in Excel format

EXHIBIT D – DELIVERABLES**D.1. SERVICE UNITS**

- D.1.1. Staffing Grant** – The applicability of this section is identified in **B.1.1**. A service unit consists of one month of supporting service tasks as identified in **C1**.
- D.1.2. Challenge Grant** – The applicability of this section is identified in **B.1.2**. A unit of service is one month of providing housing, service, and/or program needs in a manner consistent with the CoC Plan to eligible individuals as described in **C2**.
- D.1.3. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in **B.1.3**. A unit of service is one month of providing service tasks as described in **C3**.
- D.1.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in **B.1.4**. A unit of service is one month of providing homeless prevention and/or case management services to eligible individuals as described in **C4**.
- D.1.5. Rapid Unsheltered Survivor Housing (RUSH)** - The applicability of this section is identified in **B.1.5**. A unit of service is one month of providing service tasks as described in **C3**.

D.2. OPERATIONAL SERVICE DELIVERABLES

- D.2.1.** Operational service deliverables and budget shall be broken down by activity for each applicable grant program in the Contract Budget section of the Contract Management Document as specified in **F.1.1**.
- D.2.1.1 Deliverable Reassignment to Activities within Grant Programs** – Provider requests to reassign deliverables within a grant program to other activities within the same grant program must be in writing to the Office on Homelessness, and if approved must be maintained and updated in the Contract Management Document by the Provider and the Department's Contract Manager. This reassignment must and will not change overall deliverables assigned to funding streams.
- D.2.2. Staffing Grant** – The applicability of this section is identified in **B.1.1**. Each month, the Provider shall submit a Monthly Status Report, Exhibit **D**. To demonstrate satisfactory progress towards the service targets, the Provider must complete at least four activities from three of the following activity types:
 - D.2.2.1. CoC Board/Membership Meeting Activities**
 - D.2.2.2. CoC Committee/Subcommittee/Workgroup Activities**
 - D.2.2.3. CoC Training and Technical Assistance Activities**
 - D.2.2.4. CoC Subcontractor Monitoring**
 - D.2.2.5. Community Engagement Activities**
- D.2.3. Challenge Grant** – The applicability of this section is identified in **B.1.2**. Each month, the Provider shall submit a Monthly Status Report in Exhibit **D**. To demonstrate satisfactory progress towards the service targets, the Provider must provide eligible housing, program, and/or service needs to the geographic area to individuals or organizations as identified in **C2**.
 If providing support to specific individuals who are suffering homelessness or at risk of homelessness, one deliverable is achieved through providing eligible activities identified in **C2** to one individual.
 If providing support to homelessness organizations which is not directly tied to specific individuals who are suffering homelessness or at risk of homelessness (i.e. shelter construction, improvement, supply costs, operating costs, staff costs), a one deliverable is achieved at a rate of one deliverable per \$1,235 spent on providing eligible service tasks

identified in **C2**. When using this rate to determine the level of deliverables achieved per (1) month unit of service, any partial deliverables achieved should be rounded downward to the nearest whole number.

Fiscal Year	FY25-26	FY26-27	FY27-28
Total Deliverables Monthly	15	15	15
Total Deliverables Annually	182	182	182

D.2.4. Emergency Solutions Grant (ESG) – The applicability of this section is identified in **B.1.3**. Each month, the Provider shall submit a Monthly Status Report in Exhibit **D**. To demonstrate satisfactory progress towards the service targets, the Provider must provide eligible Emergency Solutions Grant activities as identified in **C3**.

If providing support to specific individuals who are suffering homelessness or at risk of homelessness, one deliverable is achieved through providing eligible activities identified in **C3** to one individual.

If providing support to homelessness organizations which is not directly tied to specific individuals who are suffering homelessness or at risk of homelessness (i.e. shelter construction, improvement, supply costs, operating costs, staff costs), a one deliverable is achieved at a rate of one deliverable per \$1,235 spent on providing eligible service tasks identified in **C3**. When using this rate to determine the level of deliverables achieved per (1) month unit of service, any partial deliverables achieved should be rounded downward to the nearest whole number.

Fiscal Year	FY25-26	FY26-27	FY27-28
Total Deliverables Monthly	4	4	4
Total Deliverables Annually	55	55	55

D.2.5. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant – The applicability of this section is identified in **B.1.4**. Each month, the Provider shall submit a Monthly Status Report in Exhibit **D**. To demonstrate satisfactory progress towards the service targets, the Provider must provide eligible homelessness prevention and/or case management services as identified in **C4** to individuals.

Fiscal Year	FY25-26	FY26-27	FY27-28
Total Deliverables Annually	7	7	7

D.2.6. Rapid Unsheltered Survivor Housing (RUSH) – The applicability of this section is identified in **B.1.5**. Each month, the Provider shall submit a Monthly Status Report in Exhibit **D**. To demonstrate satisfactory progress towards the service targets, the Provider must provide eligible Emergency Solutions Grant activities as identified in **C3** to individuals and organizations who meet the qualifications listed in **B.4.5**.

If providing support to specific individuals who are suffering homelessness or at risk of homelessness, one deliverable is achieved through providing eligible activities identified in **C3** to one individual.

If providing support to homelessness organizations which is not directly tied to specific individuals who are suffering homelessness or at risk of homelessness (i.e. shelter construction, improvement, supply costs, operating costs, staff costs), a one deliverable is achieved at a rate of one deliverable per \$1,235 spent on providing eligible service tasks identified in **C3**. When using this rate to determine the level of deliverables achieved per (1) month unit of service, any partial deliverables achieved should be rounded downward to the nearest whole number.

Fiscal Year	FY25-26	FY26-27	FY27-28
Total Deliverables Monthly	0	0	0
Total Deliverables Annually	0	0	0

D.2.7. In the event that the Provider has met the Annual Service Targets identified in **D.2** prior to the end of the fiscal year, the Monthly Deliverables shall no longer apply for the remainder of the applicable fiscal year.

D.3. PROGRAMMATIC SERVICE DELIVERABLES

During each State Fiscal Year, the provider shall deliver:

- D.3.1.1. Contract Management Document** – The Provider shall constantly maintain and update the Contract Management Document in coordination with the Office on Homelessness on the dates identified in **C5**.
- D.3.1.2. HMIS Consolidated Annual Performance Report** – The Provider shall report the HMIS Consolidated Annual Performance Report (CAPER) as provided to HUD each fiscal year on the date identified in **C5**.
- D.3.1.3. Monitoring Plan and Schedule** – The Provider shall deliver a detailed Monitoring Plan and Schedule each fiscal year on or before the date identified in **C5**.
- D.3.1.4. Monitoring Findings** – The Provider shall deliver the Monitoring Findings on or before the dates identified in **C5**.
- D.3.1.5. Employment Screening Attestation** – The Provider shall deliver the Employment Screening Attestation on or before the date identified in **C5**.
- D.3.1.6. Annual Point In Time Count** – The Provider shall deliver the results of the Annual Point In Time Count as reported to HUD each fiscal year on the date identified in **C5** or within 15 days after the results have been submitted to HUD, whichever is later.
- D.3.1.7. ESG Written Standards** – The Provider shall provide an updated copy of the ESG Written Standards each fiscal year on or before the date identified in **C5**.
- D.3.1.8. CoC Plan** – The Provider shall provide a copy of the approved CoC Plan each fiscal year on or before the date identified in **C5**.
- D.3.1.9. CoC Governance Charter** – The Provider shall provide an updated copy of the governance charter each fiscal year on or before the date identified in **C5**.
- D.3.1.10. Gaps Analysis/Needs Assessment** – The Provider shall conduct a gaps analysis/needs assessment to determine local needs and establish community priorities each fiscal year and submit the findings on or before the date identified in **C5**.
- D.3.1.11. Executive Compensation Report** – The Provider shall provide an updated copy of the Executive Compensation Report each fiscal year on or before the date identified in **C5**.
- D.3.1.12. Disaster Policy** – The Provider shall submit the CoCs Disaster Policy each fiscal year on or before the date identified in **C5**.

D.4. MONTHLY STATUS REPORTS

Exhibit D – Monthly Status Report for Staffing Grant, Challenge Grant, Emergency Solutions Grant, Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant, Rapid Unsheltered Survivor Housing (RUSH).

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EXHIBIT D – MONTHLY STATUS REPORT

Provider Name	Contract #		
	Month of Services		
ATTESTATION: By completing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims, or otherwise. Additionally, I certify that all invoices supporting this report have been submitted to the Department in accordance with this agreement.			
Name & Title of Agency Official		Date	

Staffing Grant Deliverables (Must complete at least four (4) activities from three (3) of the following.)	New this Month	Year to Date
CoC Board/Membership Meetings		
CoC Committee/Subcommittee/Workgroup Meetings		
CoC Training and Technical Assistance Activities		
CoC Subcontractor Monitoring		
CoC Community Engagement Activities		
Staffing Grant Output Measures (Unduplicated)	New this Month	Year to Date
Total Individuals Experiencing Homelessness in the CoC		
Total Households Experiencing Homelessness in the CoC		
Individuals Becoming Homeless for the First Time in the CoC		
Individuals Returning to the Homeless System in the CoC		
Individuals Served in the CoC		
Total Exits to Permanent Housing in the CoC		
Staffing - significant activities/community engagement narrative		

Challenge Grant Deliverables	Housing Need	Program Need	Service Need
Total Monthly Deliverable Requirement			
Total Annual Deliverables Requirement			
Total Individuals Served by Activity - Month			

Total Unduplicated Individuals Served by Activity - Month			
Total Individuals Served by Activity State Fiscal Year to Date - Annual			
Total Unduplicated Individuals Served by Activity State Fiscal Year to Date - Annual			
Total Financial Support to Homeless Organizations (non-individuals) by Activity - Month			
Total State Fiscal Year to Date Financial Support to Homeless Organizations (non-individuals) by Activity - Annual			
Total Monthly Deliverables Achieved	0	0	0
Total Annual Deliverables Achieved	0	0	0
Challenge Grant Output Measures (Unduplicated)	Housing Need	Program Need	Service Need
Total NEW Individuals Served who Qualify for TANF			
Total NEW Families Served who Qualify for TANF			
Total TANF NEW Individuals provided financial assistance			
Total TANF NEW Families provided financial assistance			
Total TANF NEW Financial Assistance Amount Provided to Individuals	\$ -	\$ -	\$ -
Total TANF NEW Financial Assistance Amount Provided to Families	\$ -	\$ -	\$ -
Challenge Grant- significant activity/purchase/success story			

Emergency Solutions Grant Deliverables	Street Outreach	Emergency Shelter	Prevention	Rapid Rehousing
Total Monthly Deliverable Requirement				
Total Annual Deliverables Requirement				
Total Individuals Served by Activity - Month				
Total Unduplicated Individuals Served by Activity - Month				
Total Individuals Served by Activity State Fiscal Year to Date - Annual				

Total Unduplicated Individuals Served by Activity State Fiscal Year to Date - Annual				
Total Financial Support to Homeless Organizations (non-individuals) by Activity - Month				
Total State Fiscal Year to Date Financial Support to Homeless Organizations (non-individuals) by Activity - Annual				
Total Monthly Deliverables Achieved	0	0	0	0
Total Annual Deliverables Achieved	0	0	0	0
Emergency Solutions- significant activity/purchase/success story				

TANF Homelessness Prevention Grant Deliverables	Financial Assistance	Case Management
Total Monthly Deliverable Requirement		
Total Annual Deliverables Requirement		
Total Individuals Served by Activity - Month		
Total Unduplicated Individuals Served by Activity - Month		
Total Individuals Served by Activity State Fiscal Year to Date - Annual		
Total Unduplicated Individuals Served by Activity State Fiscal Year to Date - Annual		
Total Monthly Deliverables Achieved	0	0
Total Annual Deliverables Achieved	0	0

TANF- significant activity/purchase/success story

Emergency Solutions Grant - RUSH Deliverables	Street Outreach	Emergency Shelter	Prevention	Rapid Rehousing
Total Monthly Deliverable Requirement				
Total Annual Deliverables Requirement				

Total Individuals Served by Activity - Month				
Total Unduplicated Individuals Served by Activity - Month				
Total Individuals Served by Activity State Fiscal Year to Date - Annual				
Total Unduplicated Individuals Served by Activity State Fiscal Year to Date - Annual				
Total Financial Support to Homeless Organizations (non-individuals) by Activity - Month				
Total State Fiscal Year to Date Financial Support to Homeless Organizations (non-individuals) by Activity - Annual				
Total Monthly Deliverables Achieved	0	0	0	0
Total Annual Deliverables Achieved	0	0	0	0

RUSH - significant activity/purchase/success story

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES**E.1. MINIMUM PERFORMANCE MEASURES (ALL DELIVERABLES)**

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

The minimum performance measures established in **Exhibit D**, and in the Monthly Status Reports identified in **Exhibit D** pursuant to **2.4**, shall be maintained by the Department for the term of this Contract. The performance standards are evaluated each Fiscal Year (FY) within the Unified Homelessness Contract based on data provided in the Monthly Status Reports.

- E.1.1. Staffing Grant** – The applicability of this section is identified in **B.1.1**. Performance measures will specifically address the deliverables identified in **D.2.1**, as referenced in [24 CFR Part 578.7](#).
- E.1.2. Challenge Grant** – The applicability of this section is identified in **B.1.2**. Performance measures will specifically address the housing, service, and program needs included in the CoC plan pursuant to [§420.622\(4\), F.S.](#).
- E.1.3. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in **B.1.3**. Performance measures will specifically address the program components referenced in [24 CFR Part 576 Subpart B](#). Reporting requirements established by the US Department of Housing and Urban Development require the submission of activities for all funded programs using the Consolidated Annual Performance and Evaluation Report (CAPER) as demonstration of program compliance. Providers will supply this information by the dates set forth in **C5** to the Department for its submission to HUD.
- E.1.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in **B.1.4**. Performance measures will specifically address the requirements set forth in [§414.161\(5\), F.S.](#) and are as follows: The applicability of this section is identified in **B.1.3**. Performance measures will specifically address the program components referenced in [45 CFR Part 260](#). Reporting requirements established by the US Department of Housing and Urban Development require the submission of activities for all funded programs using the Consolidated Annual Performance and Evaluation Report (CAPER) as demonstration of program compliance. Providers will supply this information by the dates set forth in **C5** to the Department for its submission to HUD.
- E.1.5. Rapid Unsheltered Survivor Housing (RUSH)** - The applicability of this section is identified in **B.1.5**. Performance measures will specifically address the program components referenced in [24 CFR Part 576 Subpart B](#). Reporting requirements established by the US Department of Housing and Urban Development require the submission of activities for all funded programs using the Consolidated Annual Performance and Evaluation Report (CAPER) as demonstration of program compliance. Providers will supply this information by the dates set forth in **C5** to the Department for its submission to HUD.

E.2. PERFORMANCE MEASURES FOR THE ACCEPTANCE OF DELIVERABLES

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

MINIMUM SERVICE TARGET	CRITERIA FOR EVALUATING COMPLETION
CoC Board/Membership Meeting Activities – The CoC will hold CoC Board and/or Membership Meetings each month, as defined in D.2.2.1 .	Complete four activities from at least three of the Minimum Service Targets identified.
CoC Committee/Subcommittee/Workgroup Activities – The CoC will hold Committee, Subcommittee, or Workgroup Meetings each month, as defined in D.2.2.2 .	
CoC Training and Technical Assistance Activities – The CoC will conduct Trainings and Technical Assistance Activities each month, as defined in D.2.2.3 .	
CoC Subcontractor Monitoring – The CoC will conduct subcontractor monitoring as defined in D.2.2.4 .	
Community Engagement Activities – The CoC will conduct community Engagement Activities as defined in D.2.2.5 .	

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

MINIMUM SERVICE TARGET	CRITERIA FOR EVALUATING COMPLETION
Challenge Grant Housing Activities – The Challenge Grant Housing Projects will achieve a minimum number of deliverables, as identified in D.2.3 .	100% of deliverables met on a monthly and annual basis.
Challenge Grant Program Activities – The Challenge Grant Program Projects will achieve a minimum number of deliverables, as identified in D.2.3 .	100% of deliverables met on a monthly and annual basis.
Challenge Grant Service Activities – The Challenge Grant Service Projects will achieve a minimum number of deliverables, as identified in D.2.3 .	100% of deliverables met on a monthly and annual basis.

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

MINIMUM SERVICE TARGET	CRITERIA FOR EVALUATING COMPLETION
ESG Emergency Shelter Activities – The ESG Emergency Shelter Projects will achieve a minimum number of deliverables, as identified in D.2.4 .	100% of deliverables met on a monthly and annual basis.

MINIMUM SERVICE TARGET	CRITERIA FOR EVALUATING COMPLETION
ESG Street Outreach Activities – The ESG Street Outreach Projects will achieve a minimum number of deliverables, as identified in D.2.4 .	100% of deliverables met on a monthly and annual basis.
ESG Homelessness Prevention Activities – The ESG Homelessness Prevention Projects will achieve a minimum number of deliverables, as identified in D.2.4 .	100% of deliverables met on a monthly and annual basis.
ESG Rapid Re-Housing Activities – The ESG Rapid Re-Housing Projects will achieve a minimum number of deliverables, as identified in D.2.4 .	100% of deliverables met on a monthly and annual basis.

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

MINIMUM SERVICE TARGET	CRITERIA FOR EVALUATING COMPLETION
ESG Emergency Shelter Activities – The ESG Emergency Shelter Projects will achieve a minimum number of deliverables, as identified in D.2.5 .	100% of deliverables met on a monthly and annual basis.
ESG Street Outreach Activities – The ESG Street Outreach Projects will achieve a minimum number of deliverables, as identified in D.2.5 .	100% of deliverables met on a monthly and annual basis.

E.2.6. Rapid Unsheltered Survivor Housing (RUSH) - The applicability of this section is identified in section **B.1.3**. For the acceptance of deliverables, the Provider shall meet or exceed the minimum targets specified herein. The supporting documentation to verify successful completion is referenced in **E3**.

MINIMUM SERVICE TARGET	CRITERIA FOR EVALUATING COMPLETION
ESG RUSH Emergency Shelter Activities – The ESG Emergency Shelter Projects will achieve a minimum number of deliverables, as identified in D.2.6 .	100% of deliverables met on a monthly and annual basis.
ESG RUSH Street Outreach Activities – The ESG Street Outreach Projects will achieve a minimum number of deliverables, as identified in D.2.6 .	100% of deliverables met on a monthly and annual basis.
ESG RUSH Homelessness Prevention Activities – The ESG Homelessness Prevention Projects will achieve a minimum number of deliverables, as identified in D.2.6 .	100% of deliverables met on a monthly and annual basis.

ESG RUSH Rapid Re-Housing Activities – The ESG Rapid Re-Housing Projects will achieve a minimum number of deliverables, as identified in D.2.6.	100% of deliverables met on a monthly and annual basis.
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E.2.7. For **E.2.3.**, **E.2.4.**, and **E.2.5.** (as applicable) listed above, the Provider must maintain documentation to support proof of service delivery, including but not limited to receipts, case notes, homeless verification/eligibility forms, receipts for any direct client/shelter costs, lease agreements, utility bills, HMIS reports, etc.

E.3. PERFORMANCE STANDARDS STATEMENT

In accordance with [§402.73\(1\), F.S.](#), and [Rule 65-29.001, Florida Administrative Code](#), by execution of this Contract the Provider hereby acknowledges and agrees that its performance under the Contract must meet the standards set forth above and will be bound by the conditions set forth in this Contract. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow up to six months for the Provider to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must cancel the Contract with the Provider. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

E.4. BACK-UP DOCUMENTATION REQUIREMENTS

Exhibit E1 – Staffing Grant Back-up Documentation Requirements

Exhibit E2 – Challenge Grant Back-up Documentation Requirements

Exhibit E3 – Emergency Solutions Grant & Rapid Unsheltered Survivor Housing (RUSH) Back-up Documentation Requirements

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

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EXHIBIT E1 – STAFFING GRANT BACK-UP DOCUMENTATION REQUIREMENTS

The applicability of this section is identified in **B.1.1**.

A complete and accurate Monthly Status Report and Invoice and Match Report are required for payment from the Department. Additional backup documentation required for payment is identified below and sorted by Monthly Deliverables identified in **D.2.2**.

CoC Board/Membership Meeting Activities

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

CoC Committee/Subcommittee/Workgroup Activities

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

CoC Training and Technical Assistance Activities

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

CoC Subcontractor Monitoring

- Monitoring Report
- Notification of monitoring report sent to subcontractor.

CoC Community Engagement Activities

- Flyers

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EXHIBIT E2 – CHALLENGE GRANT BACK-UP DOCUMENTATION REQUIREMENTS

The applicability of this section is identified in **B.1.2**.

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

Below are examples of backup documentation that may fall into the identified categories; however, the Department may request any and all documentation required to verify the veracity and applicability of any expenditure.

Housing Activities

Includes support for the following activities, with required documentation outlined below each:

Rental and Mortgage Assistance

- Eligible Uses:
 - Short-term rental assistance
 - First and/or last month's rent
 - Mortgage payment assistance
 - Security deposits
 - Application fees
- Required Documentation:
 - Past due notice or payment demand
 - Copy of lease agreement (first page and signature page) or landlord agreement form with signatures
 - Payment statement or invoice
 - Proof of payment (cleared check, receipt, financial ledger, etc.)

Utility Assistance

- Eligible Uses:
 - Current and past due utility payments
 - Utility late fees and connection fees
 - Utility deposits
- Required Documentation:
 - Past due notice or arrears letter from utility company
 - Proof of address (e.g., lease agreement)
 - Deposit requirement information (if applicable)
 - Payment statement or invoice
 - Proof of payment (cleared check, receipt, financial ledger, etc.)

Shelter and Temporary Housing Support

- Eligible Uses:
 - Bridge housing
 - Hotel/motel vouchers
- Required Documentation:
 - Receipts, invoices, or documentation of stay
 - Proof of payment

Additional Housing-Related Costs

- Eligible Uses:
 - Inspection costs
 - Moving costs
 - Minor repairs to homes
- Required Documentation:
 - Itemized receipts or invoices
 - Proof of payment

Shelter Operations and Case Management

- Eligible Uses:
 - Shelter Operations
 - Beds, pillows, and mattresses
 - Furniture (tables, couches, chairs, desks)
 - Towels and bedding
 - Food
 - Cleaning supplies
 - Kitchen equipment, supplies, and appliances
 - Renovations
 - Furniture repair
 - Washers and dryers
 - Landlines and hotlines for resident use
 - Supplies
 - Utilities (e.g., phone, electric)
 - Other operational expenses
- Required Documentation:
 - Itemized receipts for eligible purchases
 - Proof of payment

Low-Income Housing Maintenance & Construction for Special Populations

- Eligible Uses:
 - Maintenance and minor repairs of low-income housing
 - Construction costs for special population housing, including:
 - Appliances
 - Fire safety equipment
 - Plumbing and electrical work
 - Required Documentation:
 - Invoices, contracts, or itemized receipts
 - Proof of payment

Case Management

- Eligible Uses:
 - Staff time directly related to client support
- Required Documentation:
 - Timecard or log documenting hours of case management services
 - Pay stub of staff member being paid

Program Activities

Program Operations and Administrative Support: Covers the operational and logistical needs of homeless service programs.

- **Eligible Uses:**
 - Staff training costs
 - Staff travel (including mileage for outreach)
 - HMIS software, licenses, training, and maintenance
 - Tablets and phones for outreach staff
 - Hotspots for conducting mobile assessments, applications, and case notes
 - Vehicle purchase or lease, insurance, and fuel
 - Projectors and educational computer stations for youth academic support
 - Repair funds for facility upkeep
 - Portable toilets
 - Job readiness fund (to support employment preparation and placement activities)
- **Required Documentation:**
 - Itemized receipts or invoices
 - Travel logs (if applicable)
 - Proof of payment

Case Management: Funds staffing directly related to client support services.

- **Eligible Uses:**
 - Case management activities
 - Staff salaries related to direct service
 - Fringe benefits
- **Required Documentation:**
 - Timecard or documentation of hours spent on case management
 - Pay stub of staff member being paid

Service Activities

Case Management Services

- **Eligible Uses:**
 - Housing stability case management
 - Assistance applying for benefits (e.g., SNAP, SSI/SSDI)
 - EBT card replacement
 - Access to healthcare
 - Employment counseling
 - Mediation and advocacy with landlords
 - Credit repair
 - Education on lease terms
 - Housing search and placement
- **Required Documentation:**
 - Timecard/sheet documenting hours dedicated to case management
 - Pay stub of the staff member being paid

Street Outreach Services: Funds engagement and support for individuals experiencing unsheltered homelessness.

- Eligible Uses:
 - Assessment and evaluation
 - Crisis counseling
 - Referral to coordinated entry and mainstream services
 - Provision of basic needs (e.g., food, water, clothing, hygiene items, blankets)
 - Follow-up assistance
- Required Documentation:
 - Itemized receipts for eligible outreach purchases (meals, blankets, clothing, toiletries)

Housing Stabilization and Life Skills Training: Helps individuals retain housing and achieve long-term stability through skill-building.

- Eligible Uses:
 - Financial literacy and management
 - Conflict resolution training
 - Shopping and nutrition education
 - Parenting classes
 - Resume preparation and job search support
 - Public transportation education
- Required Documentation:
 - Curriculum outlines, attendance records, or invoices for services/materials (as applicable)

Transportation Assistance: Supports both staff and client travel necessary for service access and outreach.

- Eligible Uses:
 - Travel reimbursement for staff (e.g., mileage for outreach or home visits)
 - Public transportation assistance for clients (e.g., bus passes)
 - Other client transportation (e.g., taxis, gas vouchers, bicycle repair)
- Required Documentation:
 - For staff mileage: DCF Travel Form
 - For public transit: Itemized distribution list of bus passes by recipient
 - Receipts for transportation purchases and reimbursements

Direct Client Assistance: Provides tangible support to remove barriers to housing and stability.

- Eligible Uses:
 - ID cards, birth certificates, and vital records
 - Basic necessities: water, food, clothing, hygiene kits, first aid, laundry/cleaning supplies, bug spray, blankets
 - Medical, dental, and prescription co-pays
 - Household items and furnishings
 - Relocation assistance to reunite with family/friends
 - Childcare costs
 - Work-related supplies
- Required Documentation:
 - Receipts or invoices for items/services
 - Case notes documenting need and assistance provided

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EXHIBIT E3 – EMERGENCY SOLUTIONS GRANT/RAPID UNSHELTERED SURVIVOR HOUSING (RUSH) BACK-UP DOCUMENTATION REQUIREMENTS

The applicability of this section is identified in **B.1.3.** and **B.1.5.**

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

Below are examples of backup documentation that may fall into the identified categories; however, the Department may request any and all documentation required to verify the veracity and applicability of any expenditure.

Prevention Activities

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

Rapid Rehousing Activities

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

Street Outreach Activities

- Case Management
 - Timecard/Sheet documenting the Hours dedicated to the Case Management Services Provided

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

Emergency Shelter Activities

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

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

The applicability of this section is identified in **B.1.4.**

A complete and accurate Monthly Status Report and Invoice and Match Report (including Roll-up Report) are required for payment from the Department. Additional backup documentation required for payment is identified below and sorted by Monthly Deliverables identified in **D.2.5.** TANF Homelessness Prevention Grant activities must provide a detailed expenditure report by subcontractor. Below are examples of backup documentation that may fall into the identified categories; however, the Department may request any and all documentation required to verify the veracity and applicability of any expenditure.

TANF Homelessness Prevention Grant Financial Assistance Activities

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

TANF Homelessness Prevention Grant Case Management Activities

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

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EXHIBIT F – METHOD OF PAYMENT**F.1. BUDGET**

F.1.1. The Provider shall submit separate line-item budgets and narratives for each funding stream included in this contract in the Contract Budget section of the Contract Management Document. The Contract Budget must be approved in writing by the Office on Homelessness. Any change must be approved by the Department prior to implementation through a technical adjustment through the process outlined in **F.1.1.1.**

F.1.1.1. Budget Changes – The Provider must submit to the Office on Homelessness a written request for budget changes and obtain written approval before a change is implemented. Once implemented, the change must be updated in the Contract Budget section of the Contract Management Document. Such changes between categories within a funding stream may be allowed if the following conditions are met and do not require an amendment:

F.1.1.1.1. There is no change in the scope or objectives of the contract.

F.1.1.1.2. The changes do not increase or decrease the total fiscal year budget amount per grant as applicable and identified in **F.2.1.1.**, **F.2.1.2.**, **F.2.1.3.**, **F.2.1.4.**, and **F.2.1.5.** below.

F.1.1.1.3. There is another category in the budget from which funds can be shifted.

F.1.1.1.4. The changes do not involve establishing a new category.

F.1.1.1.5. Budget changes which do not meet the above conditions will require a properly executed contract amendment, signed by the Provider and the Department on or before the effective date of implementation.

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

F.1.2.1. Challenge Grant – Administrative costs for the Challenge Grant may not exceed 10 percent of the total grant award.

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

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

F.2. PAYMENT CLAUSE

F.2.1. This is a combination fixed price and cost reimbursement contract for the provision of services to homeless persons. The Department shall pay the Provider for the delivery of service units provided in accordance with terms of this contract for a total dollar amount not to exceed **\$3,642,371.28** subject to availability of funds. The total contract amount shall be allocated as follows:

FISCAL YEAR	ANNUAL FUNDING
2025-2026	\$1,214,123.76
2026-2027	\$1,214,123.76
2027-2028	\$1,214,123.76
Total	\$3,642,371.28

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

FISCAL YEAR	UNIT OF SERVICE	UNITS	RATE	FISCAL YEAR TOTAL
2025-2026	One Month of Lead Agency Staffing Activities	11	\$15,105.88	\$181,270.61
		1	\$15,105.93	
2026-2027	One Month of Lead Agency Staffing Activities	11	\$15,105.88	\$181,270.61
		1	\$15,105.93	
2027-2028	One Month of Lead Agency Staffing Activities	11	\$15,105.88	\$181,270.61
		1	\$15,105.93	
Total				\$543,811.83

F.2.1.2. Challenge Grant – The Department agrees to reimburse for allowable costs listed below for Challenge Grant Activities:

FISCAL YEAR	UNIT OF SERVICE	UNITS	RATE	FISCAL YEAR TOTAL
2025-2026	One Month of Eligible Challenge Grant Activities	12	N/A	\$768,634.26
2026-2027	One Month of Eligible Challenge Grant Activities	12	N/A	\$768,634.26
2027-2028	One Month of Eligible Challenge Grant Activities	12	N/A	\$768,634.26
Total				\$2,305,902.78

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

FISCAL YEAR	UNIT OF SERVICE	UNITS	RATE	FISCAL YEAR TOTAL
2025-2026	One Month of Eligible ESG Activities	12	N/A	\$232,644.56
2026-2027	One Month of Eligible ESG Activities	12	N/A	\$232,644.56
2027-2028	One Month of Eligible ESG Activities	12	N/A	\$232,644.56
Total				\$697,933.68

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

FISCAL YEAR	UNIT OF SERVICE	UNITS	RATE	FISCAL YEAR TOTAL
2025-2026	One Month of Eligible TANF Homelessness Prevention Grant Activities	12	N/A	\$31,574.33
2026-2027	One Month of Eligible TANF Homelessness Prevention Grant Activities	12	N/A	\$31,574.33
2027-2028	One Month of Eligible TANF Homelessness Prevention Grant Activities	12	N/A	\$31,574.33
Total				\$94,722.99

F.2.1.5. Rapid Unsheltered Survivor Housing (RUSH) – The Department agrees to reimburse for allowable costs listed below for RUSH Activities:

FISCAL YEAR	UNIT OF SERVICE	UNITS	RATE	FISCAL YEAR TOTAL
2025-2026	One Month of Eligible RUSH Activities	12	N/A	\$0.00
2026-2027	One Month of Eligible RUSH Activities	12	N/A	\$0.00
2027-2028	One Month of Eligible RUSH Activities	12	N/A	\$0.00
Total				\$0.00

- F.2.1.6.** The Provider shall deliver quarterly reconciliations to the Department (Contract Manager) for this Contract. This report must reconcile actual expenditures to payments issued by the Department. The Department reserves the right to request reimbursement for payments issued to the Provider that exceed the eligible expenditures documented during the quarter being reviewed.
- F.2.2. Cost Reimbursement** – Costs associated with carrying out services under this contract will first be paid by the Provider or Subcontractor. The Provider will submit invoices for eligible costs to the Department for reimbursement in accordance with the Department of Financial Services Reference Guide for State Expenditures which is incorporated by reference.
- F.2.2.1. Challenge Grant** – The applicability of this section is identified in **B.1.2.** and **F.2.1.2.** The Challenge Grant is a cost reimbursement grant funded by state funds pursuant to program guidelines under [§420.622\(4\), F.S.](#) The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract for a total dollar amount identified in **F.2.1.2.**, subject to availability of funds.
- F.2.2.2. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in **B.1.3.**, and **F.2.1.3.** The ESG is a cost reimbursement grant funded by federal funds pursuant to program guidelines under [24 CFR Part 576](#) and [2 CFR Part 200](#). The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract for a total dollar amount identified in **F.2.1.3.**, subject to availability of funds.
- F.2.2.3. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in **B.1.4.** and **F.2.1.4.** The TANF Homelessness Prevention Grant is a cost reimbursement grant funded by federal funds pursuant to program guidelines under the TANF Block Grant, [45 CFR Part 260](#), [2 CFR Part 200](#), and [§414.161, F.S.](#) The Department shall reimburse the Provider for allowable expenditures incurred

pursuant to the terms of this Contract for a total dollar amount identified in **F.2.1.4.**, subject to availability of funds.

F.2.2.4. Rapid Unsheltered Survivor Housing (RUSH) – The applicability of this section is identified in **B.1.5.** and **F.2.1.5.** The RUSH Grant is a cost reimbursement grant funded by federal funds pursuant to program guidelines under [24 CFR Part 576](#) and [2 CFR Part 200](#). The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract for a total dollar amount identified in **F.2.1.5.**, subject to availability of funds.

F.2.3. Indirect Costs – In accordance with 2 CFR Part 200, subpart E and 24 CFR 576.109, Emergency Solutions Grant funds and its subgrants including Rapid Unsheltered Survivor Housing funds, may be used to pay indirect costs.

F.3. INVOICE REQUIREMENTS

F.3.1. The Provider shall be paid in accordance with the schedule of payment specified in **F.1.1.** To receive payment, the Provider shall deliver the supporting documentation to verify successful completion, identified in **E1–E5** no later than 30 days after the completion of each month of service.

F.3.3.1. In the event an invoice submission is returned to the Provider for correction the Provider shall have up to 10 days to make corrections and resubmit a correct invoice to the Department.

F.3.2. The Provider shall submit invoices using the templates provided in **F1–F5**. Invoices submitted for various services under this grant shall be evaluated for completeness and accuracy for payment independently of each other.

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

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

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

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

F.3.5.2. The Department shall withhold any payment due until the reports required by **F1–F5** have been submitted by the Provider and accepted by the Department.

F.3.6. Pursuant to [§215.971, F.S.](#), as a Provider or subcontractor of federal or state financial assistance, the Provider may expend funds only for allowable costs resulting from obligations incurred from July 1, 2025 through June 30, 2026, in accordance with the Department of Financial Services Reference Guide for State Expenditures which is incorporated by reference. A copy can be obtained upon request to the Contract Manager or can be located on the Florida Department of Financial Services website [Contract Expenditures](#).

F.3.6.1. Pursuant to [§215.971, F.S.](#), any balance of unobligated funds which has been advanced or paid must be refunded to the Department.

F.3.6.2. Pursuant to [§215.971, F.S.](#), any funds paid in excess of the amount to which the Provider or subcontractor is entitled under the terms and conditions of this contract must be refunded to the Department.

F.3.7. Payment shall be contingent upon receiving and accepting the invoice and all required reports and supporting documentation submitted to the Contract Manager.

F.3.8. The Department shall approve payments following receipt of documentation of compliance with the Performance Measures for Acceptance of Deliverables in **EXHIBIT E** and applicable supporting documentation outlined in **F.4.1**.

F.3.9. Invoice Approval Process

F.3.9.1. The Department will have up to five working days from receipt of the invoice to approve or disallow proposed expenditures listed or document the incompleteness of the supporting documentation.

F.3.9.2. In the event of late invoice submission where multiple invoices are submitted, invoices shall be processed in the order the invoice was due for submission. Subsequent invoices will not be considered received until all outstanding invoices have been submitted and approved for payment.

F.3.9.3. Disallowance of proposed expenditures or incomplete supporting documentation will result in rejection of the invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the Provider in order to process the invoice for payment. The Provider will have five working days from the date of rejection of the initial invoice to make the requested changes and resubmit for payment a corrected and accurate invoice that is accepted and approved by the Department (Contract Manager).

F4. SUPPORTING DOCUMENTATION FOR INVOICE APPROVAL

F.4.1. Documentation of all expenses incurred under a cost reimbursement grant must accompany the properly completed invoice. In addition, documentation also includes, but is not limited to the following:

F.4.1.1. Professional Service Fees on a Time/Rate Basis – The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate multiplied by the number of hours worked, must be stated. Supporting documentation must be included detailing the hours represented on the invoice. Such documentation should include timesheets, or a time log and copies of canceled payroll checks or payroll register. The State's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

F.4.1.2. Postage and Reproduction Expenses – Purchases made from outside vendors must be supported by paid invoices or receipts. Purchases for all in-house postage (e.g. postage meter) and reproduction expenses must be supported by usage logs or similar documentation.

F.4.1.3. Expenses – Receipts are required for all expenses incurred (e.g., office supplies, printing, long distance telephone calls, etc.).

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

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

F.4.2.2. Fringe Benefits – Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). Costs associated with staff salaries need to be directly attributed to the duties under the funding stream billed.

F.4.2.3. Travel – For all travel expenses, a Department travel voucher, Form DFS-AA-15 (state of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original

receipts for expenses incurred during officially authorized travel (e.g., car rental, air transportation, parking, lodging, tolls, etc.) are required for reimbursement. [§287.058\(1\)\(b\), F.S.](#), requires that bills for any travel expense shall be submitted in accordance with [§112.061, F.S.](#), governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of DCF Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of travel expenses necessarily incurred during the performance of official state business. ESG funds may be used for travel when such travel is to a HUD sponsored training.

- F.4.3.** All supporting documentation submitted shall be maintained in support of expenditure payment requests for cost reimbursement contracts. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Each piece of documentation should clearly reflect the dates of service and client being served, if applicable. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.
- F.4.4.** The Provider must maintain records documenting the total number of clients and names (or unique identifiers) of clients to whom services were provided and the date(s) on which services were provided so that an audit trail documenting service provision is available. Any payment requested under the terms of this contract may be withheld until the evaluation and reports due from the Provider, and adjustments thereto have been received and approved by the Department.
- F.4.5. Match Requirements**
- F.4.5.1** Match does not require the same type of funding as the incurred expenses, but its source must be used in a manner consistent with providing services to homeless persons and those at risk of becoming homeless and must be provided after the date this Contract is executed.
- F.4.5.2.** [§420.622\(4\)\(a\), F.S.](#), provides language pertaining to matching funds or in-kind support required of the Provider for the Challenge Grant.
- F.4.5.3.** Pursuant to [24 CFR Part 576.201](#), a match of 100% is required for funds received under ESG. Pursuant to [24 CFR Part 576.100](#), the Office on Homelessness will pass along the state's match exemption of \$100,000 (in total) to providers who lack capacity. These providers will be identified by the Office on Homelessness.
- F.4.5.4.** There must be specific documentation as to the date, amount, and source of all matching contributions.
- F.4.5.5.** The matching requirement may be met by one or more of the following:
- F.4.5.5.1.** Cash expended for allowable costs by the Provider.
- F.4.5.5.2.** Noncash contributions which are defined as the value of any real property, equipment, goods, or services contributed to the program, provided that if the Provider had to pay for them with grant funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.
- To determine the value of any donated material or building or of any lease, the Provider must use a method to reasonably calculate to establish the fair market value at the time of the donation.
- Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the Provider's organization. If the Provider does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.
- Some noncash contributions are real property, equipment, goods, or services that, if the Provider had to pay for them with grant funds, the payments would have been indirect costs. The value of materials used to improve/remodel, the fair market rental value of the space being utilized for the period, and/or the lease expense paid by the organization or donated to the organization at fair market value. Volunteer services and donated

professional services are to be valued at their actual fair market value within the community.

Eligible match includes the value of goods and services, buildings and land, equipment, furnishings, supplies, staff, administrative support, volunteer manpower, donations, grants, cash, contributions, and rent, utility, insurance, and maintenance expenditures.

F.4.5.6. The matching requirement identified above may not be met by using funds from this Contract.

F.4.5.7. The Provider shall deliver quarterly reconciliations to the Department (Contract Manager) to account for match provided in this Contract. The Department reserves the right to request reimbursement for payments issued to the Provider when sufficient evidence of matching funds is not provided and documented during the quarter being reviewed.

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

F.5.1. This Contract shall have financial consequences related to failure of the Provider to perform under the terms of the Contract and pursuant to [Sections 287.058\(1\)\(h\)](#) and [§215.971\(1\)\(c\), F.S.](#)

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

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

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

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

F.5.4. If the Provider does not submit an initial or corrected invoice within the required timeframes identified in **F.3**, the Department, after determining the absence of mitigating circumstances, shall apply a financial consequence of five percent from the invoice payment.

F-6. INVOICES

Exhibit F1 – Staffing Grant Invoice & Match Report

Exhibit F1.1 - Staffing Grant Roll-up Report

Exhibit F2 – Challenge Grant Invoice & Match Report

Exhibit F2.1 – Challenge Grant Roll-up Report

Exhibit F3 – Emergency Solutions Grant Invoice & Match Report

Exhibit F3.1 – Emergency Solutions Grant Roll-up Report

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

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

Exhibit F5 – Rapid Unsheltered Survivor Housing (RUSH) Invoice and Match Report

Exhibit F5.1 - Rapid Unsheltered Survivor Housing (RUSH) Roll-up Report

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EXHIBIT F1 – STAFFING GRANT INVOICE & MATCH REPORT

STAFFING GRANT		FEID #	
Contract #		Provider Name	
Invoice #		Address	
Invoice Period			
For Use by Provider			
Award Total	\$ -	Deliverables (Must complete at least four activities from three of the following.)	Actual
Payment Amount	\$ -	CoC Board/Membership Meetings	
Previous Payment(s) Total	\$ -	CoC Committee, Subcommittee, or Workgroup Meetings	
Balance After This Payment	\$ -	CoC Training and Technical Assistance Activities	
		CoC Subcontractor Monitoring	
		CoC Community Engagement Activities	
By signing this invoice, I certify to the best of my knowledge and belief that the invoice is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.			
Signature of Provider Official		Date	Title of Provider Official
For Use by Contract Manager Only			
Deliverables Met (if no, see delayed payment per contract F.5.2.)	Amount of Delayed Payment (for Unmet Service Deliverables)	\$ -	Date of Invoice Received
Yes / No	Recoupment of Delayed Payment (Previous Unmet Service Deliverables Achieved)	\$ -	Date Goods / Services Received
Will a Financial Consequence be applied?	Amount of Financial Consequence (Admin)	\$ -	Date Goods Inspected and Approved
Yes / No	Total Payment Amount	\$ -	Date Invoice Approved
Org Code	60 30 30 ____ 209	Contract Manager Name	
OCA HMLHA	Object 751000	Contract Manager Signature	
EO AB	Category 100561		

EXHIBIT F2 – CHALLENGE GRANT INVOICE & MATCH REPORT

CHALLENGE GRANT		FEID #					
Contract #		Provider Name					
Invoice #		Address					
Invoice Period							
For Use by Provider							
Org Code	Description	Deliverable	Served this Month	Approved Budget	Payment Amount	Previous Payment(s) Total	Balance After This Payment
60303037209	Housing Need			\$	\$	\$	\$
60303038209	Program Need			\$	\$	\$	\$
60303039209	Service Need			\$	\$	\$	\$
60303040209	Admin			\$	\$	\$	\$
	Total		\$		\$	\$	\$
	Match				\$	\$	
By signing this invoice, I certify to the best of my knowledge and belief that the invoice is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.							
Signature of Provider Official		Date		Title of Provider Official			
For Use by Contract Manager Only							
Deliverables Met (if no, see delayed payment per F.5.2.)	Amount of Delayed Payment (for Unmet Service Deliverables)	\$ -	Date of Invoice Received				
Yes / No	Recoupment of Delayed Payment (Previous Unmet Service Deliverables Achieved)	\$ -	Date Goods / Services Received				
Will a Financial Consequence be applied?	Amount of Financial Consequence (Admin)	\$ -	Date Goods Inspected and Approved				
Yes / No	Total Payment Amount	\$ -	Date Invoice Approved				
Org Code	see payment detail above		Contract Manager Name				
OCA		Object	751000	Contract Manager Signature			
EO		Category	100379				

EXHIBIT F2.1 – CHALLENGE GRANT ROLL-UP REPORT

Provider Name

Contract Number

Month of Services

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

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

Service Needs					
	Date Service Provided	HMIS Number (Client ID)	Service Provided	Vendor	Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Total					\$
Administrative Costs					
Total (8%)					\$
TOTAL AMOUNT SUBMITTED FOR PAYMENT					
Total					\$

EXHIBIT F3 – EMERGENCY SOLUTIONS GRANT INVOICE & MATCH REPORT

EMERGENCY SOLUTIONS GRANT				FEID #			
Contract #				Provider Name			
Invoice #							
Invoice Period				Address			
For Use by Provider							
Org Code	Description	Deliverable	Served this Month	Approved Budget	Payment Amount	Previous Payment(s) Total	Balance After This Payment
60303025209	Street Outreach			\$ -	\$ -	\$ -	\$ -
60303029209	Emergency Shelter			\$ -	\$ -	\$ -	\$ -
60303024209	Prevention			\$ -	\$ -	\$ -	\$ -
60303021209	Rapid Rehousing			\$ -	\$ -	\$ -	\$ -
60303023209	HMIS			\$ -	\$ -	\$ -	\$ -
60303022209	Admin			\$ -	\$ -	\$ -	\$ -
	Total			\$ -	\$ -	\$ -	\$ -
	Match			\$ -	\$ -	\$ -	\$ -
By signing this invoice, I certify to the best of my knowledge and belief that the invoice is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.							
Signature of Provider Official _____ Date _____ Title of Provider Official _____							
For Use by Contract Manager Only							
Deliverables Met (if no, see delayed payment per F.5.2.)		Amount of Delayed Payment (for Unmet Service Deliverables)		\$ -	Date of Invoice Received		
Yes / No		Recoupment of Delayed Payment (Previous Unmet Service Deliverables Achieved)		\$ -	Date Goods/Services Received		
Will a Financial Consequence be applied?		Amount of Financial Consequence (Admin)		\$ -	Date Goods Inspected and Approved		
Yes / No		Total Payment Amount		\$ -	Date Invoice Approved		
Org Code	see payment detail above			Contract Manager Name			
OCA		Object	780000	Contract Manager Signature			
EO		Category	100550				

EXHIBIT F3.1 – EMERGENCY SOLUTIONS GRANT ROLL-UP REPORT

Provider Name

Contract Number

Month of Services

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

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

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

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

Homeless Management Information System				
Date Service Provided		Service Provided	Vendor	Amount
1				
2				
3				

4		
5		
	Total	\$

Administrative Costs

Total (5%) \$

TOTAL AMOUNT SUBMITTED FOR PAYMENT

Total \$

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

TANF HOMELESSNESS PREVENTION GRANT					FEID #		
Contract #			Provider Name				
Invoice #			Address				
Invoice Period							
For Use by Provider							
Org Code	Description	Deliverables	Served Month	Approved Budget	Payment Amount	Previous Payment(s) Total	Balance After This Payment
60303041209	Financial Assistance	Individual		\$ -	\$ -	\$ -	\$ -
		Household		\$ -	\$ -	\$ -	\$ -
60303042209	Case Management	Individual		\$ -	\$ -	\$ -	\$ -
		Household		\$ -	\$ -	\$ -	\$ -
60303043209	Admin		\$ -	\$ -	\$ -	\$ -	
	Total		\$ -	\$ -	\$ -	\$ -	
By signing this invoice, I certify to the best of my knowledge and belief that the invoice is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.							
Signature of Provider Official			Date		Title of Provider Official		
For Use by Contract Manager Only							
Deliverables Met (if no, see delayed payment per F.5.2.)		Amount of Delayed Payment (for Unmet Service Deliverables)		\$ -	Date of Invoice Received		
Yes / No		Recoupment of Delayed Payment (Previous Unmet Service Deliverables Achieved)		\$ -	Date Goods/Services Received		
Will a Financial Consequence be applied?		Amount of Financial Consequence (Admin)		\$ -	Date Goods Inspected and Approved		
Yes / No		Total Payment Amount		\$ -	Date Invoice Approved		
Org Code	see payment detail above			Contract Manager Name			
OCA	HPG00	Object	780000	Contract Manager Signature			
EO	H6	Category	100550				

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

Provider Name

Contract Number

Month of Services

Financial Assistance - Rental Assistance

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

Financial Assistance - Utility Assistance

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

Case Management					
	<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Total					\$
Administrative Costs					
Total (3%)					\$
TOTAL AMOUNT SUBMITTED FOR PAYMENT					
Total					\$

**EXHIBIT F5- RAPID UNSHELTERED SURVIVOR HOUSING (RUSH) MONTHLY
INVOICE**

EMERGENCY SOLUTIONS GRANT- RUSH				FEID #	prepopulate		
Contract #		Provider Name					
Invoice #		Address					
Invoice Period							
For Use by Provider							
Org Code	Description	Deliver- able	Served this Month	Approve d Budget	Paymen t Amount	Previous Payment(s) Total	Balance After This Payment
60303025209	Street Outreach	0		\$ -	\$ -	\$ -	\$ -
60303029209	Emergency She	0		\$ -	\$ -	\$ -	\$ -
60303024209	Prevention	0		\$ -	\$ -	\$ -	\$ -
60303021209	Rapid Rehousing	0		\$ -	\$ -	\$ -	\$ -
60303023209	HMIS			\$ -	\$ -	\$ -	\$ -
60303022209	Admin			\$ -	\$ -	\$ -	\$ -
	Total			\$ -	\$ -	\$ -	\$ -
By signing this invoice, I certify to the best of my knowledge and belief that the invoice is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.							
Signature of Provider Official		Date		Name & Title of Provider Official			
For Use by Contract Manager Only							
Will a Financial Consequence be applied?	Fin. Conseq. (5% of Total Amount)	603030 22209		Date of Invoice Received			
Yes / No	Delayed Payment (10% for each Unmet Deliverable)	603030 25209		Date Goods/Services Received			
Deliverables Met (if no, see delayed payment section)		603030 29209		Date Goods Inspected and Approved			
		603030 24209					
Yes / No		603030 21209		Date Invoice Approved			
Org See payment detail above		603030 25209		Contract Manager Name			

OCA		Recoupment (Previous Unmet Deliverable Achieved)	603030 29209		
EO			603030 24209		Contract Manager Signature
Object			603030 21209		
Category		Total Payment Amount			

EXHIBIT F5.1 – RAPID UNSHELTERED SURVIVOR HOUSING (RUSH 2)
GRANT ROLL-UP REPORT

Provider Name

Contract Number

Month of Services

Street Outreach

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

**Emergency
Shelter**

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

Homelessness Prevention

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

Rapid Rehousing

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

Homeless Management Information System

<i>Date Service Provided</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1			
2			
3			
4			

5

				Total	\$	-
--	--	--	--	-------	----	---

Administrative Costs

1

2

3

4

5

Total (10%) \$ -

TOTAL AMOUNT SUBMITTED FOR PAYMENT

Total \$ -

ATTACHMENT I FINANCIAL COMPLIANCE

The administration of resources awarded by the Department to the Provider may be subject to audits as described in this Attachment.

1. MONITORING

1.1. In addition to reviews of audits conducted in accordance with 2 CFR §§200.500- 200.521 and §215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Monitoring or oversight reviews include on-site visits by Department staff, agreed-upon-procedures engagements as described in 2 CFR §200.425, or other procedures. By entering into this agreement, the Provider shall comply and cooperate with any monitoring or oversight reviews deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider shall comply with any additional instructions provided by the Department regarding such audit. The Provider shall comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Inspector General, the state's Chief Financial Officer or the Auditor General.

2. AUDITS

2.1. Part I: Federal Requirements

2.1.1. This part is applicable if the Provider is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

2.1.2. In the event the Provider expends \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500-200.521. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Provider shall consider all sources of federal awards, including federal resources received from the Department of Children & Families, federal government (direct), other state agencies, and other non-state entities. The determination of amounts of federal awards expended shall be in accordance with guidelines established by 2 CFR §§200.500-200.521. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

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

2.2. Part II: State Requirements

2.2.1. This part is applicable if the Provider is a non-state entity as defined by §215.97(2), F.S.

2.2.2. In the event the Provider expends \$750,000 or more in state financial assistance during its fiscal year, the Provider must have a state single or project-specific audit conducted in accordance with §215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than \$750,000 in state financial assistance

during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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

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

2.3. Part III: Report Submission

2.3.1. Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Department within 30 (federal) or 45 (state) days of the Provider's receipt of the audit report or within nine months after the end of the Provider's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

2.3.1.1. The Contract Manager.

2.3.1.2. Department of Children & Families, Office of the Inspector General, Single Audit Unit
HQW.IG.Single.Audit@myflfamilies.com.

2.3.1.3. Reporting packages required by **Part I** of this attachment shall be submitted, when required by 2 CFR §200.512 (d), by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: <https://www.fac.gov/>, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

2.3.1.4. Reporting packages required by **Part II** of this agreement shall be submitted by or on behalf of the Provider directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General
Local Government Audits/251
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
flaudgen_localgovt@aud.state.fl.us.

The Auditor General's website (<https://flauditor.gov>) provides instructions for filing an electronic copy of a financial reporting package.

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

2.3.3. Certifications that audits were not required shall be submitted within 90 days of the end of the Provider's audit period.

2.3.4. Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

2.4. Record Retention

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AGENCY NAME: _____
 NAME OF PROGRAM: _____
 GRANT NUMBER: _____

GRANT CONTRACT

This Grant Contract (the "Contract" or "Grant Agreement") is made and entered into as of this ____ day of _____, 20____, by and between Miami-Dade County, through the Miami-Dade County Homeless Trust, a political subdivision of the State of Florida (the "County"), having its principal office at 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128 and **(AGENCY NAME /FEIN/UEI #:** _____, a corporation organized and existing under the laws of the State of Florida, having its principal office at (**PROVIDER ADDRESS**) ("Provider"), states conditions and covenants for the rendering of human and social services ("Services") for the County.

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

WHEREAS the County is authorized to subcontract for the provision of housing services and supportive services for individuals and families who are homeless in Miami-Dade County; and

WHEREAS the County has appropriated grant funding to provide rapid re-housing funding for provision of housing and supportive services; and

WHEREAS this Agreement provides for certain rights and responsibilities of the County; and

WHEREAS the Agreement provides for amendments at the discretion of the County;

NOW, THEREFORE, for and 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 Grant 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 Services (**Attachment A**) and the Budget Documents (**Attachment B**) and all other attachments hereto, as well as all amendments or budget revisions issued hereto.
- b) The words "Contract Manager" shall mean Miami-Dade County's Director of the Homeless Trust ("County") 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 "Deliverables" shall mean all documentation and any items of any nature submitted by the Provider to the County for review and approval pursuant to the terms of this Contract.
- e) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean

AGENCY NAME: _____

NAME OF PROGRAM: _____

GRANT NUMBER: _____

respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Contract Manager.

- f) The words "Effective Term" shall mean the date on which this Contract is effective, including start date and end date.
- g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.
- i) The words "Scope of Services" shall mean the document appended hereto as **Attachment A-1**, which details the work to be performed by the Provider.
- j) The word "subcontractor" or "sub consultant" shall mean any person, entity, firm, or corporation, other than the employees of the Provider, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privities of contract with the Provider.
- k) The words "Work", "Services" "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Contract.

ARTICLE 2. AMOUNT PAYABLE. Subject to available funds, the maximum amount payable for services rendered under this contract shall not exceed:

_____ **Program** \$ _____.00

Total Funding Award \$ _____.00
(See attachment A-3)

Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County. Availability of funding shall be determined in the County's sole discretion.

All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense.

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.

The County, at its sole discretion, may allow Provider an advance of up to two (2) months once the Provider has submitted an appropriate request and submitted an invoice in the form required by the County.

AGENCY NAME: _____

NAME OF PROGRAM: _____

GRANT NUMBER: _____

ARTICLE 3. SCOPE OF SERVICES

- A.** Services. The Provider shall render services in accordance with Scope of Services incorporated herein and attached hereto as Attachment A-1. The Provider shall implement the Scope of Services as described in Attachment A-1 in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not effective until approved by the County and Provider in writing.
- B.** Reimbursement of COVID-19 Expenditures. The County is instructing Provider to undertake protective measures to prevent or mitigate the spread of COVID-19 during the period in which public officials advise that COVID-19 special measures should be taken. The County will reimburse Provider for expenses incurred in taking such protective measures during such time period. Allowable COVID-19 expenditures are set forth in Scope for COVID-19 Expenditures incorporated herein and attached hereto as Attachment A-2. The County has sole discretion to determine if expenditures were made for the purpose of preventing or mitigating the spread of COVID-19 and incurred during the period in which public officials advise that COVID-19 special measures should be taken. Total reimbursement for incurred COVID-19 costs under this Agreement shall not exceed \$ N/A without the County's prior written approval. Payment processes and documentation requirements are set forth in Attachment A-2.

ARTICLE 4. BUDGET SUMMARY

The Provider agrees that all expenditures or costs shall be made in accordance with the Budget for the provision of services in accordance with Attachment A, the "Scope of Services". The Budget is attached hereto and incorporated herein as **Attachment B**.

The parties agree that the Provider may, with the County's prior written approval; revise the schedule of payments or the line-item budget, and such revision shall not require an amendment to this Contract.

Pursuant to Board of Miami-Dade County Commissioners Resolution 630-13, the Provider will submit a detailed project budget, and sources and uses statement as Attachment B-1, which shall be sufficiently detailed to show (i) the total project cost, (ii) the amount of funds to be used for administrative and overhead costs, (iii) whether the County funds will be 'gap' funds meaning that they would be the last remaining funds needed to ensure funding for the total project cost, (iv) any profit to be made by the Provider, and (v) the amount of funds devoted toward the provision of the desired services or activities.

The County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Provider's headquarters and any location or site where the services contracted for under this Agreement are performed.

AGENCY NAME: _____
NAME OF PROGRAM: _____
GRANT NUMBER: _____

ARTICLE 5. EFFECTIVE TERM

Both parties agree that the Effective Term of this Contract shall commence on _____ and terminate at the close of business on _____. Contingent on the existence of sufficient funding, performance and the approval of the County, this Contract may be extended at the County's sole discretion.

ARTICLE 6. INDEMNIFICATION BY PROVIDER

A. **Government Entity.** Government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat.

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

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

ARTICLE 7. INSURANCE

If the total dollar value of all County contracts with the Provider exceeds \$25,000 then the following insurance coverage is required:

- A. **Government Entity.** If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes. The provider shall also furnish the County, upon request, written verification of Workers Compensation

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protection in accordance with Florida Statutes, Chapter 440.

B. All Other Providers.

1. Minimum Insurance Requirements: Certificates of Insurance. The Provider shall submit to Miami-Dade County, c/o Miami Dade County Homeless Trust (COUNTY), 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

A. All insurance certificates must list the County as "Certificate Holder" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

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

C. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Contract, in an amount not less than \$300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For Providers supplying vans or minibuses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$500,000.

E. Professional Liability Insurance in the name of the Provider, when applicable, in an amount not less than \$250,000.

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

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

OR

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

G. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the Certificate Holder.

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- H. Compliance with the foregoing requirements shall not relieve the Provider of its liability and obligations under this Section or under any other section of this Contract.
- I. The County reserves the right to inspect the Provider's original insurance policies at any time during the term of this Contract.
- J. Applicability of this Article to Providers whose combined total award for all services funded under this Contract exceeds a \$25,000 threshold. In the event that the Provider whose original total combined award in less than \$25,000 but receives additional funding during the contract period which makes the total combined award exceed \$25,000, then the requirements in this Article shall apply.
- K. **Failure to Provide Certificates of Insurance.** The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Contract. If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Contract.

ARTICLE 8. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County or any federal, state, or local law or regulation to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish to the County a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, 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 discretion.

B. Background Screening. The Provider agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, and resolutions regarding background screening of employees, volunteers, and subcontractors. Provider's failure to comply with any applicable laws, regulations, ordinances, and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or

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volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees, volunteers, and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers, and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer, or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

ARTICLE 9. CONFLICT OF INTEREST

A. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

B. No person under the employ of the County, who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, any personal financial interest, direct or indirect, in this Contract.

C. **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, stepparent, or stepchild; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to decide or recommendation to be objective, or that would create the appearance that such individual could not be objective.

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Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

D. No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program. Staff members, or their immediate family members (spouse, children, siblings, mother, or father) of Homeless Trust funded programs, who are eligible for and wish to receive services from a Homeless Trust funded program must receive the approval of the Executive Director of their employer (i.e., the Provider) prior to applying for and receiving those services. This approval must be in writing and accompany any referral for such services. Any Provider knowingly accepting a referral of an employee of a Homeless Trust funded program and providing services without the written approval of the Executive Director of the Provider, will be subject to the recoupment/disallowance by the County of any funds paid for services to this individual and/or their immediate family member. When the services are to be provided at the same agency the employee works for, this information must be disclosed in writing to the director of the Homeless Trust, which shall be reviewed for eligibility determination and a sign off must come from the County. This provision does not apply to staff members seeking emergency shelter, medical or legal services. Providers must complete a Client Services Authorization Form (**Attachment P**) for staff members seeking services.

ARTICLE 10. CIVIL RIGHTS

The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment

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and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the Provider must submit an affidavit attesting that it is not in violation of the Acts. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider is found by the responsible enforcement agency, the Courts, or the County to be in violation of these acts, the County will conduct no further business with the Provider.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Miami-Dade County Code, which 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.

Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

ARTICLE 11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

Any person or entity that performs or assists Miami-Dade County 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 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Provider and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the client for review;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books, and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Provider must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information. Provider must post, and distribute upon request to service recipients, a copy of the County's Notice of Privacy Practices.

ARTICLE 12. NOTICE REQUIREMENTS

Notice under this Contract shall be sufficient if made in writing, delivered personally, or sent via U.S. mail, electronic mail, facsimile, or certified mail with return receipt requested and postage prepaid, to the parties at the following addresses (or to such other party and at such other address as a party may specify by notice to others) and as further specified within this Contract. If notice is sent via electronic mail or facsimile, confirmation of the correspondence being sent will be maintained in the sender's files.

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If to the COUNTY:

Miami-Dade County
Homeless Trust 111 N.W. 1st Street, 27th Floor
Miami, Florida 33128
Attention: Victoria Mallette, Executive Director
Electronic mail: VMallette@miamidade.gov

If to the PROVIDER:

(NAME OF AUTHORIZED OFFICIAL)
(TITLE)
(AGENCY NAME)
(ADDRESS)
CITY, STATE ZIP CODE
Electronic mail: _____

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 13. AUTONOMY

Both parties agree that this Contract 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 14. SURVIVAL

The parties acknowledge that any of the obligations in this Contract, including but not limited to Provider's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Provider under this Contract, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

ARTICLE 15. BREACH OF CONTRACT: COUNTY REMEDIES

A. **Breach.** A breach by the Provider shall have occurred under this Contract if: (1) the Provider fails to provide the services outlined in the Scope of Services (**Attachment A**) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the County funds allocated under this Contract; (3) the Provider does not furnish the Certificates of Insurance required by this Contract or as determined by the County's Risk Management Division; (4) if applicable, the Provider does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Contract; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) 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; (8) the Provider discriminates under any of the laws outlined in Article 10 of this Contract; (9) the Provider,

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attempts to meet its obligations under this Contract through fraud, misrepresentation, or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in its Performance Improvement Plan (PIP); (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement, or proof of tax status; 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 Contract; (14) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (**Attachment C**) and the State Affidavits (**Attachment D**) ☐ **Applicable** ☒ **Not Applicable** or (15) the Provider fails to fulfill in a timely and proper manner any or all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract 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 Contract.

In the event that the County determines certain Contract goals (as defined in the Scope of Services) are not being met then the County, in its sole discretion may place the Provider on a Performance Improvement Plan (PIP). The following is a delineation of some instances where a PIP may be required:

- a. **HMIS-** Based on Provider's past performance on prior contracts in the area of Homeless Management Information System compliance it is subject to a PIP during this contract term. The Provider is required to submit a Monthly Progress Report and an HMIS-generated Monthly Progress Report for each month of the contract. Compliance will be determined when it is deemed that the two (2) reports are in substantial conformity with each other for a period of two consecutive months. (Substantial conformity as meaning a minimum of 95% accuracy on all elements). At the time of compliance, the Provider shall only be required to submit the HMIS-generated Monthly Progress Report.

☐ **Applicable** ☒ **Not Applicable**

- b. **Utilization** – Based on Provider's past performance on prior contracts in the area of utilization compliance, this contract is subject to a PIP. During this contract term, the Provider must submit all invoices in a timely manner. The Provider shall invoice at a rate of 95% of targeted expenditures for the invoicing period. If the Provider fails to comply, all rights to payments will be forfeited if the County so chooses. Failure to submit accurate invoices for appropriately documented and eligible expenditures at a rate of 95% of targeted expenditures by the end of the third quarter of this contract term may result in the termination of this contract by the County.

☐ **Applicable** ☒ **Not Applicable**

- c. **Program Performance** – Based on Provider's past performance on prior contracts in the area of program goals and outcome objectives, this Contract is subject to a PIP. During this Contract term, the Provider must achieve those goals specified in the Contract. Performance against these annual goals shall be evaluated on a quarterly basis, and if by the end of the third quarter of the contract period substantial compliance (meeting the targeted goals) is not achieved, it may result in the termination of this contract with the County.

☐ **Applicable** ☒ **Not Applicable**

The above is subject to the review and approval of the County

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

1. The County may terminate this Contract 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 finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (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 Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof. 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;

3. The County may seek enforcement of this Contract 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;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. 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;

6. Any other remedy available at law or equity.

C. **Authorization to Terminate Contract.** The Mayor or the Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. 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 Contract. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Contract 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.

E. **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 Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages

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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 16. TERMINATION

I. For Convenience. The County may terminate this Contract, in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with further expenditure of the funds. Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made it may terminate the grant in its entirety.

II. At Will. This Contract may be terminated by the County upon no less than ten (10) working days' notice when the County determines, in the sole and absolute discretion of the County, that it would be in the best interest of the County. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

III. Due to Lack of Funds. In the event of a funding short-fall, or a reduction in the funding appropriations, or should funds to finance this Contract become unavailable, the County may terminate, in its sole discretion and absolute authority, this Contract upon no less than twenty-four (24) hours written notification to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority to determine whether or not funds are available. The County may at its discretion terminate, renegotiate and/or adjust the Contract award, whichever is in the best interest of the County.

IV. Due to Substantial Funding Reduction. In the event of a substantial funding reduction of the allocation to the Provider through Board of County Commissioners' (BCC) action, the Provider may, at its discretion, request in writing from the Director of the Department a release from its contractual obligations to the County. The Director of the Department will review the effect of the request on the community and the County prior to making a final determination.

VI. Bankruptcy. If, during the term of any contract the Provider has with the County, the Provider becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding or if a trustee or receiver is appointed over all or a substantial portion of the property of the Provider under federal bankruptcy law or any state insolvency law.

The Provider understands and acknowledges that if the County determines in its sole discretion that termination of the Contract is necessary for the health, safety, or welfare of the County or its residents then it may do so upon twenty-four (24) hours' notice to the Provider.

This Contract is subject to the ratification and approval by the Miami-Dade County Board of County Commissioners and shall be void unless approved by the Board of County Commissioners.

ARTICLE 17. PAYMENT PROCEDURES

The County agrees to pay the Provider, on a reimbursement basis, for services rendered under

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this Contract based on the payment schedule, timely provision by the Provider of required reports and of supporting documentation of expenses and activities as described in this Contract, and the line-item budget (**Attachment B**). Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

1. **How payment will be made.** Payment invoice requests shall be made to the County monthly and shall be signed by the Executive Director and the Financial Officer of the Provider, unless otherwise approved in writing, on the form incorporated herein as **Attachment E “Primary Care Invoice for Services”**. The payment request for the previous month is due by the 10th of the month following the month for which payment is invoiced.
2. Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.
3. The parties agree that this is a reimbursement Agreement and the Provider will receive reimbursement for services as follows:

a. _____

4. Maximum monthly reimbursements are limited to actual amounts incurred each month, unless the Provider has obtained prior, written consent from the County to modify the Budget.
5. As applicable, during the period of N/A through N/A, the Provider will submit a record of those individuals served utilizing Social Security Administration repayments as specified in the Scope of Services. The Provider will utilize these funds to serve those clients as specified and authorized in the Scope of Services
6. N/A Providers with cumulative utilization rates **greater** than ninety percent (90%) during the first nine (9) months of this Contract may exceed this maximum number of billable bed days during the last quarter of the Contract term, up to the total Contract award amount, with the prior approval of the Executive Director of the Homeless Trust.
7. N/A Providers with cumulative utilization rates **lower** than ninety percent (90%) may be subject to a reduction in funding and beds, if deemed necessary by the Miami-Dade County Homeless Trust. Beds and funding may be reprogrammed as necessary and needed within the Continuum of Care. The Miami-Dade County Homeless Trust will conduct a review of the utilization of beds within the first six (6) months of the contract period.
8. Within thirty (30) days of the termination or expiration of this Contract, a final report of expenditures shall be submitted to the County. If after the receipt of such final report, the County determined that the Provider has been paid funds not in compliance with the Contract, and to which it is not entitled, the Provider will be required to return such funds to the County or submit documentation demonstrating that the expenditure was in compliance with this Contract. The County shall have the sole and absolute discretion to determine if the Provider is entitled to such funds and the County's decision in this matter shall be final and binding.

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, the 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 payment plan.

This is 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

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service delivery is provided. Thus, it is imperative that the Provider maintain appropriate supporting documentation for all expenditures from the beginning of the Contract term (i.e., receipts, bank statements, cancelled checks, employee timesheet, etc.).

The Provider shall submit to the Contract Manager, the Monthly Reimbursement form provided by the County on a monthly basis. Monthly reimbursement requests (both retroactive and current) and accompanying supporting documentation must be received by the County no later than the 15th of the month following the month for which reimbursement is requested.

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 Contract.

D. **Processing the Request for Payment.** After the County staff reviews the payment request, the County 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 12 of this Contract, 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 thirty (30) 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.

E. **Reporting Requirements.** Failure to submit to the County the reports listed below in a manner deemed correct and acceptable by the County by the 15th day after the end of the month in which the service was delivered, or failure to submit to the County supporting documentation of Contract expenditures or activities within fourteen (14) days of any County request, shall be considered a breach of this Contract and may result in withholding payment, non-payment, or termination of this Contract.

- | | Applicable as indicated |
|---|-------------------------------------|
| 1. Monthly Payment Requests/Invoice for Services (Attachment E) | ☒ |
| 2. Monthly Payment Request (Attachment F) | ☒ |
| 3. Monthly Performance Reports (Attachment G) | ☒ |
| 4. Outcome Performance Measurements Monthly Report (Attachment H) | ☒ |
| 5. Client Contribution Report (Attachment I) | ☒ |
| 6. Client Attendance Roster (Attachment J) | ☒ |
| 7. Quarterly Vacancy / Permanent Housing Placement Report (Attachment K) | ☐ |

Performance Reports. The Provider agrees to participate in the Homeless Management Information System (HMIS) selected and established by the County. Participation will include, but is not limited to, input of client data upon intake, daily updates of bed availability information, as well as updates of client files upon client contact, and maintaining current data for statistical purposes. The Provider understands that they are responsible for any ongoing cost to access the HMIS system. The Provider shall furnish the County with Monthly, Quarterly, and Annual Performance Reports in accordance with the activities and goals detailed in the Scope of Services. The reports shall explain the Provider's progress for the quarter. The data should be quantified when appropriate. The final progress report shall be due no later than thirty (30) days after the expiration or termination of this Contract. Continuation of this Contract and

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funding is contingent upon meeting established performance goals. Progress reports, produced through the Homeless Management Information System (HMIS) invoices for services and client attendance rosters signed by the Executive Director of the agency shall be submitted by the Provider, as required.

F. **Final Report/Recapture of Funds.** Upon the expiration or termination of this Contract, the Provider shall submit the final Annual Performance Report and Annual Actual Expenditure Report (**Attachment L**) to the County no later than thirty (30) days after the expiration or termination of this Contract. If after receipt of such final reports, the County 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 the County may reduce, by the amount of such funds, from any subsequent payment to which the Provider is entitled, or the Provider may submit appropriate documentation within seven (7) days of notice from the County. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision on this matter shall be final and binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

Additionally, the Provider agrees to assign any proceeds to the County from any contract, including this Contract, between the County, its agencies or instrumentalities and the Provider or any firm, corporation, partnership or joint venture in which the Provider has a controlling financial interest in order to secure repayment of any reimbursements for services provided under this or any other contract for which the County discovers was not reimbursable through its inspection, review and/or audit pursuant to this Contract.

ARTICLE 18. PROHIBITED USE OF FUNDS

A. **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.

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

C. **Commingling Funds.** The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources. The Provider shall establish a separate account exclusively for receipt of the funds received pursuant to this Contract.

D. **Double Payments.** Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

ARTICLE 19. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW

A. **Certificate of Corporate Status.** The Provider must submit to the Contract Manager, within thirty (30) days from the date of execution of this Contract, a certificate of corporate status in the name of the Provider, which certifies the following: that the Provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Providers most recent annual report

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has been filed; that its status is active; and that the Provider has not filed Articles of Dissolution.

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 Contract funded through County Funds by passage of a formal resolution authorizing execution of this Contract with the County. A copy of this corporate resolution must be submitted to the County prior to contract execution. A current list of the Provider's Board of Directors and officers must be included with the submission. The Provider acknowledges and understands that all contract documents shall be signed by either the Provider's President or Vice President. The Provider's resolution shall at a minimum: list the name(s) of the Board's President, Vice President and, only in the event that the President or Vice President is not available to execute the contract documents, any other persons authorized to execute this Contract on behalf of the Provider; affirmatively state that a quorum was present at the time of adoption of the resolution; and reference the service categories and dollar amounts in the award, as may be amended.

C. **Proof of Tax Status.** The Provider is required to submit to the County the following documentation: (a) W-9 Form (**Attachment M**); (b) The I.R.S. tax exempt status determination letter; (c) the most recent I.R.S. form 990; (d) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (e) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

D. **Conflicts of Interest.** Section 2-11.1(d) of Miami-Dade County Code as amended, requires any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County competing or applying for any such contract as it pertains to this solicitation, to first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Further, any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Contract voidable.

E. **Accounting Records.** The Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by the Provider for no less than three (3) years beyond the term of this Contract and shall be made available for review upon request from County authorized personnel.

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 to the County no later than one hundred eighty (180) days following the end of the Provider's fiscal year, for each year during which this Contract remains in force or until all funds received pursuant to this Contract have been so audited, whichever is later.

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. The Provider shall provide access to all of its records which relate to this Contract 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.

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H. **Quarterly Reviews of Expenditures and Records.** The County Commission Auditor may perform quarterly reviews of Provider's expenditures and records. Subsequent payments to the Provider shall be subject to a satisfactory review of Provider's 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. **Quality Assurance / 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 **Attachment A**, Scope of Services, of this Contract. The Provider and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under this Contract for a period of ☒ three (3) years or ☐ _____ years (for State contracts) from the expiration date of this Contract.

The Provider agrees to participate in evaluation studies, quality management activities, Corrective Action Plan activities, and analyses carried out by or on behalf of the County to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the Provider shall allow authorized County staff involved in such efforts to examine and review the Provider's premises and records.

J. **Confidentiality Requirements.** The Provider shall establish and implement policies and procedures which ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. The policies and procedures must ensure 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, the United States Department of Health, and Human Services, the United States Comptroller General, 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;

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- (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. **Monitoring: Management Evaluation 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 Contract. The County shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Contract. The Provider shall permit the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time the County may suspend payments or terminate this Contract. The County may conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Contract and funding are dependent upon the County being satisfied with the results of the evaluations.

L. **Client Records.** The Provider shall maintain a separate individual client chart for each client/family served, where appropriate. This client chart shall include all pertinent information regarding case activity. At a minimum, the client chart shall contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the type of service provided. These client charts shall be subject to the audit and inspection requirements under Article 19, Sections F, G and H of this Contract.

M. **Disaster Plan/Continuity of Operations Plan (COOP).** The Provider shall develop and maintain an Agency Disaster Plan/COOP. 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 Florida Statutes related to Emergency Management that are applicable to the Provider. The Disaster Plan/COOP must be submitted to the County no later than April 1st of the contract term 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.

N. **Continuum of Care (CoC) Coordinated Intake and Assessment Process**

The Provider shall participate in the Continuum of Care's (CoC) Coordinated Intake and Assessment process, to include, but not limited to: participation in the CoC's defined process to make and receive referrals for housing and/or services (including the use of the Homeless Management Information System (HMIS) for such, if required in the Standards of Care); use of any forms required (e.g. Release of Information, Homeless Verification Form, Chronic Homeless Verification Form, etc.); compliance with established Standards of Care (and any revisions thereof) relating to eligibility criteria and timely processing of referrals; and cooperation with established prioritizations for placement.

O. **Public Records**

Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

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- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County 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.

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.

In the event the Provider does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

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 Agreement, contact Miami-Dade County's Custodian of Public Records at:

**Miami-Dade County
Homeless Trust
111 NW 1st Street, 27th Floor, Suite 310
Miami, Florida 33128
Attention: Victoria L. Mallette, Executive Director
Email: vmallette@miamidade.gov**

ARTICLE 20. Office of Miami-Dade County Inspector General

Miami-Dade County has established the Office of the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. The Miami-Dade

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County Inspector General is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications, and applicable law.

The Inspector general is empowered to analyze the necessity of and reasonableness of proposed charge orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors, and suppliers. The Provider shall incorporate the provisions in this section in all subcontractors and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this contract 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 21. SUBCONTRACTORS and ASSIGNMENTS

A. **Subcontracts.** The parties agree that no assignment or subcontract will be made or let in connection with this Contract without the prior written approval of the County in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by all of the terms and conditions of this Contract.

- 1) If the Provider will cause any part of this Contract to be performed by a Subcontractor, the provisions of this Contract 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

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subject to the 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) Before entering into any subcontract hereunder, the Provider will inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- 4) 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 Contract.
- 5) 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 Contractor's obligations under this Contract. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. 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 Contractor in breach of its obligations; and the option to pay the Subcontractor directly for the performance by such subcontractor. The foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

B. **Prompt Payments to Subcontractors.** The Provider shall issue prompt payments to subcontractors that are small businesses (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 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, 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 Contract or debarment.

ARTICLE 22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Provider agrees to comply, subject to applicable professional standards, with the provisions of any

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and all applicable Federal, State and the County's orders, statutes, ordinances, rules, and regulations that may pertain to the Services required under this Contract, including but not limited to:

- a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- b) Miami-Dade County Code, Chapter 11A, including but not limited to Articles III and IV. All Providers and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin, gender identity, gender expression, source of income or handicap. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- c) Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 et seq. of the Code of Miami-Dade County, as amended.
- d) Miami-Dade County Code Section 10-38, Debarment of contractors from County work.
- e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et seq. Code of Miami-Dade County pertaining to complying with the County's Domestic Leave Ordinance.
- f) Miami-Dade County Ordinance 99-152 codified at Section 21-255 et seq. prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- g) Miami-Dade County Resolution 478-12. The Provider will not use products or foods containing "pink slime," as defined in Resolution 478-12 of the Board of Miami-Dade County Commissioners, in food that is provided or served pursuant to this agreement."
- h) Florida Statutes Section 125.0156 Restriction on providing funds for identification documents.

Provider shall comply with the provisions related to Florida Statutes Section 125.0156 Restriction on providing funds for identification documents. Specifically, Provider shall not use funds provided to it by the County, or provide funds to any person, entity, or organization, for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

- i) Florida Statutes Section 448. PUBLIC AGENCY CONTRACTING
Provider shall comply with the provisions of Florida Statutes Section 448 related to PUBLIC AGENCY CONTRACTING:

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Provider shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Provider and shall require any subcontractor to register with and use the E-Verify system to verify the work authorization status of all subcontractor's new employees. Provider or any subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

If Provider enters into a contract with a subcontractor, the subcontractor must provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Provider shall maintain a copy of such affidavit for the duration of this Agreement.

If the County has a good faith belief that Provider has knowingly violated s. 448.09(1) of the Florida Statutes, The County shall terminate this Agreement.

If Provider has a good faith belief that any subcontractor with which it is contracting has knowingly violated s. 448.09(1) of the Florida Statutes, Provider shall terminate the contract with the person or entity.

If the County has a good faith belief that a subcontractor knowingly violated this subsection, but the Provider otherwise complied with this subsection, the County shall promptly notify the Provider and order the Provider to immediately terminate the contract with the subcontractor and the Provider shall immediately terminate the contract with the subcontractor.

If the County terminates this Agreement under this paragraph, such termination is not a breach of this Agreement and may not be considered as such. If the County terminates this Agreement with Provider under this paragraph, the Provider may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated. Provider is liable for any additional costs incurred by the County as a result of the termination of this Agreement pursuant to this paragraph.

Notwithstanding any other provision of this Contract, Provider shall not be required pursuant to this Contract 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 23. 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 Contract shall recognize and adequately reference the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements, and signs recognizes and references the County (by inserting the Miami-Dade County Homeless Trust Logo on all materials) 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 Miami-Dade County Homeless Trust logo is permissible for the publicity purposes stated herein. Provider shall submit sample or mockup of such publicity or

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materials to the County for review and approval. 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 Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Contract shall be Miami-Dade County, Florida.

C. **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Contract 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 Contract.

The County and Provider mutually agree that modification of the Scope of Services, schedule of payments, billing, and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Contract executed by both parties.

The Mayor or the Mayor's designee is authorized to make modifications to this Contract as described herein 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 Contract.

D. **Counterparts.** This Contract is executed in three (3) counterparts, and each counterpart shall constitute an original of this Contract.

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 Contract. 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. **Review of this Contract.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

G. **The County's Consultant.** The Provider understands that in order to facilitate the implementation of this Contract, the County may from time to time designate in writing a development consultant to work with the Provider. The County's consultant shall be considered the County's designee with respect to all portions of this Contract except for those provisions relating to payment of the Provider for services rendered. The County shall provide written notification to the Provider of the name, address, and employees of the County's consultant.

H. **Contracts with Municipalities or Counties Outside Miami-Dade County to Provide Homeless Housing in Miami-Dade County.** The Provider desiring to transact business or enter into a Contract with the County for the provision of homeless housing and/or services swears, verifies, affirms and agrees that (1) it has not entered into any current contract, arrangement of any kind, or understanding with any municipality outside of Miami-Dade County or any County (collectively "locality") to provide

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housing and services for homeless persons in Miami-Dade County who are transported to Miami-Dade County by or at the behest of such locality and (2) during the term of this Contract, it will not enter into any such contract, arrangement of any kind, or understanding; provided, however, upon the written request of the Provider prior to entering into such contract, understanding that the County may, in its sole and absolute discretion, find and determine within sixty (60) days of such request that a proposed contract should not be prohibited hereby, as the best interests of the homeless programs undertaken by and on behalf of Miami-Dade County would not be negatively affected by such contract, arrangement, or undertaking.

I. **Incident Reports.** The Provider must report to the Miami-Dade County Homeless Trust information related to any critical incidents occurring during the administration of its programs. The Provider is to utilize the "Incident Report" form attached as **Attachment N**. In addition to reporting this incident to the appropriate authorities, the Provider must within twenty-four (24) hours of any incident, submit in writing a detailed account of the incident. This incident report should be addressed to the County. This incident report should be addressed to Miami-Dade County Homeless Trust, 111 NW First Street, 27th Floor, Suite 310, Miami, Florida 33128; telephone (305) 375-1490 and facsimile (305) 375-2722.

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

1. **No 3rd Party Beneficiaries.** The Parties agree that this contract has no intended or unintended third-party beneficiaries.

K. **Property.** This section applies to equipment with an acquisition cost of \$5,000 or more per unit and all real property.

1. Any real property under the Provider's control that was acquired/improved in whole or in part with funds from the Homeless Trust and any equipment purchased for \$5,000 or more shall be disposed of, at the expiration or termination of this contract, in accordance with instruction from the Homeless Trust. Real Property is defined as land, including land improvements, structures, and appurtenances thereto, including movable machinery and equipment. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
2. All equipment with an acquisition cost of \$5,000 or more per units and all real property purchased in whole or in part with funds from this and previous contracts with the Homeless Trust, or transferred to the Provider after being purchased in whole or in part with funds from the Homeless Trust shall be listed in the property records of the Provider and shall include a legal description, size, date of acquisition, value at time of purchase, owner's name if different from the Provider, information on the transfer or disposition of the property, and map indicating whether property is in parcels, lots or blocks and showing adjacent streets and roads. Notwithstanding documentation required for reimbursement purposes, a copy of the purchase receipt for any asset described above purchased with Homeless Trust funds must also be included in the Provider's monthly reimbursement package submitted to the Homeless Trust in the

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month in which the item was purchased along with the "Provider Asset Inventory" (**Attachment O**).

3. All equipment with an acquisition cost of \$5,000 or more per unit and all real property shall be inventoried annually by the Provider and an inventory report shall be submitted to the Homeless Trust. This report shall include the elements listed in the paragraph listed above.

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Miami Dade County Affidavits
Attachment D:	State Affidavits (N/A)
Attachment E:	Primary Care Invoice for Services
Attachment F:	Monthly Payment Requests Reports (N/A)
Attachment G:	Monthly Performance Reports
Attachment H:	Outcome Performance Measurements Monthly Report (N/A)
Attachment I:	Client Contribution Report (N/A)
Attachment J:	Client Attendance Roster (N/A)
Attachment K:	Vacancy/Permanent Housing Placement Report (Quarterly) (N/A)
Attachment L:	Annual Performance Report & Annual Actual Expenditure Report
Attachment M:	W-9 Form
Attachment N:	Incident Report
Attachment O:	Provider Asset Inventory Report
Attachment P:	Client Services Certification Form

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

AGENCY NAME: _____

NAME OF PROGRAM: _____

GRANT NUMBER: _____

IN WITNESS WHEREOF, the parties have executed this Contract, along with all of its Attachments, effective as of the contract date herein above set forth.

(NAME OF AGENCY)

Signed By: _____
(Signature of Authorized Signatory)

Printed Name: _____
(Printed Name of Authorized Signatory)

Title: _____

Date: _____

Attest: _____
Authorized Person OR Notary
Public **(If No Corporate Seal)**

Print Name: _____

Title: _____

Corporate Seal OR Notary Seal/Stamp:

MIAMI-DADE COUNTY

Signed
By: _____

Name: _____

Title: _____

Date: _____

Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____



Approved as to form and legal sufficiency. See memorandum dated **October 12, 2022.**