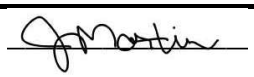
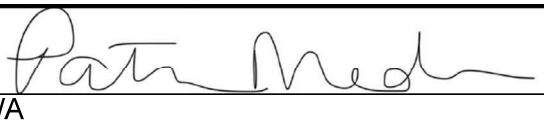
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FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
APPROVAL MEMO

1. Routing Package Information			
Provider Name / Solicitation Name	Marion County Board of County Commissioners	**Date**	June 3, 2025
Contract / Solicitation No.	LP034	**Contract Manager / Procurement Officer**	Eric Cadourat
Amendment / Addendum No.	N/A	**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		6/4/25
Erek Culbreath Program Director		6/5/25
Daryl Wolfgang Deputy Assistant Secretary		6.5.25
Administrative Approvals		
Lynita Bell Office of Budget Services	Lynita M. Bell	6.4.2025
Cole Sousa Office of Information Technology Services	N/A	N/A
Office of Quality & Innovations	N/A	N/A
Quinn Townsend Office of Contracted Client Services	SQTownsend	6/13/2025
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:

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

State of Florida
Department of Children and Families

MYFLFAMILIES.COM

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	Taylor N. Hatch	6/19/25

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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	

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

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STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT

Contract Number:	LP034	**Services:**	☒ Client	☒ Non-Client
ALN Number(s):	14.231,93.556	**Type:**	☒ Subrecipient	☐ Contractor
CSFA Number(s):	60021.60.014	**Funds:**	☒ Federal	☒ State

THIS CONTRACT is entered into between the State of Florida, **Department of Children and Families**, (**Department**) and **Marion County Board of County Commissioners**, (**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 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 **$3,767,547.36** (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:	Marion County board of County Commissioners- Attn: Community Svc
Address:	2710 E SIlver Springs Blvd
City:	Ocala
State	FL Zip: 34470
Phone:	352-671-8770 Ext.:
E-mail:	coc@marionfl.org

1.3.2. Provider: Financial & Administrative Records

Name:	Blaugh, Lauren
Address:	2710 E SIlver Springs Blvd
City:	Ocala
State:	FL Zip: 34470
Phone:	352-671-8776 Ext.:
E-mail:	Lauren.Blaugh@marionfl.org

1.3.3. Provider: Program Administrator & Primary Point of Contact

Name:	Cheryl Martin
Address:	2710 E SIlver Springs Blvd

1.3.4. Department: Contract Manager & Primary Point of Contact

Name:	Eric Cadourat
Address:	2415 N. Monroe St. Suite 400

City:	Ocala			City:	Tallahassee		
State	FL	Zip:	34470	State:	FL	Zip:	32303
Phone:	352-671-8778	Ext.:		Phone:	407-307-5099	Ext.:	
E-mail:	Cheryl.Martin@marionfl.org			E-mail:	Eric.Cadourat@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;

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

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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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

(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.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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 [(initial investment) x (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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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:

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS		**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**	
Signature:	Kathy Bryant	**Signature:**	Taylor N. Hatch
Name:	Kathy Bryant	**Name:**	Taylor N. Hatch
Title:	Chairman	**Title:**	Secretary
Date:	July 15, 2025	**Date:**	7/28/2025 | 9:07 AM EDT

Federal Employer Identification Number (FEIN) or Social Security Number (SSN): 59-6000735

Provider Fiscal Year Ending Date: 6/30

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Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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;

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

§§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.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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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Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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): Marion.

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:

Marion County Board of County Commissioners

2710 E. Silver Springs Blvd

Ocala, FL 34470

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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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Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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:

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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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Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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-

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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:

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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;

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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 Homelessnes s 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 Homelessnes s 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 15th	Contract Manager	For all services subcontracted in this contract

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

REPORT TITLE	REPORTING FREQUENCY	REPORT DUE DATE	DCF PERSONNEL TO RECEIVE REPORTS	ADDITIONAL NOTES
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
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 15th	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 15th	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 15th	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 Homelessnes s	Provided in Excel format

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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	27	27	27
Total Deliverables Annually	329	329	329

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	8	8	8
Total Deliverables Annually	100	100	100

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	13	13	13

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.**

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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**.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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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Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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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Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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** of this Contract, 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 in45 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**.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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.

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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Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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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Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

- Required Documentation:
  - Receipts or invoices for items/services
  - Case notes documenting need and assistance provided

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Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

  - 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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Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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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Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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 **$3,767,547.36** subject to availability of funds. The total contract amount shall be allocated as follows:

FISCAL YEAR	ANNUAL FUNDING
2025-2026	$1,255,849.12
2026-2027	$1,255,849.12
2027-2028	$1,255,849.12
Total	**$3,767,547.36**

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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	$15,105.89	$181,270.61
		1	$15,105.82	
2026-2027	One Month of Lead Agency Staffing Activities	11	$15,105.89	$181,270.61
		1	$15,105.82	
2027-2028	One Month of Lead Agency Staffing Activities	11	$15,105.89	$181,270.61
		1	$15,105.82	
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	$800,664.84
2026-2027	One Month of Eligible Challenge Grant Activities	12	N/A	$800,664.84
2027-2028	One Month of Eligible Challenge Grant Activities	12	N/A	$800,664.84
Total				$2,401,994.52

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	$242,339.34
2026-2027	One Month of Eligible ESG Activities	12	N/A	$242,339.34
2027-2028	One Month of Eligible ESG Activities	12	N/A	$242,339.34
Total				$727,018.02

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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** of this Contract 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.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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.

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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			

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

EXHIBIT F2 – CHALLENGE GRANT INVOICE & MATCH REPORT

CHALLENGE GRANT		FEID #	
Contract #		Provider Name	
Invoice #		Address	
Invoice Period			

For Use by Provider

Org Code	Description	Deliver-able	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		

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

EXHIBIT F2.1 – CHALLENGE GRANT ROLL-UP REPORT

Provider Name

Contract Number

Month of Services

Housing Needs

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

Program Needs

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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	$

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

EXHIBIT F3 – EMERGENCY SOLUTIONS GRANT INVOICE & MATCH REPORT

EMERGENCY SOLUTIONS GRANT			FEID #	
Contract #		Provider Name		
Invoice #		Address		
Invoice Period				

For Use by Provider

Org Code	Description	Deliver-able	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		

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Provider Name

Contract Number

Month of Services

Street Outreach

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

Emergency Shelter

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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				

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

4			
5			
		Total	$

Administrative Costs

	Total (5%)	$

TOTAL AMOUNT SUBMITTED FOR PAYMENT

	Total	$

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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	

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

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

Financial Assistance - Utility Assistance

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

Case Management

	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 (3%)	$

TOTAL AMOUNT SUBMITTED FOR PAYMENT

				Total	$

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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	Approved Budget	Payment 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			
		603030 24209		Date Goods Inspected and Approved	
Yes / No		603030 21209		Date Invoice Approved	
Org		603030		Contract Manager Name	

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

See payment detail above		Recoupment (Previous Unmet Deliverable Achieved)	25209		
OCA			603030 29209		
EO			603030 24209		Contract Manager Signature
Object			603030 21209		
Category		**Total Payment Amount**			

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

Provider Name _____

Contract Number

Month of Services _____

Street Outreach

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

Emergency Shelter

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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				

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

5					
				Total	$ -

Administrative Costs

1					
2					
3					
4					
5					
				Total (10%)	$ -

TOTAL AMOUNT SUBMITTED FOR PAYMENT

				Total	$ -

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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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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

Docusign Envelope ID: 820F5265-14A6-4CC2-A093-EBD12746FA5F

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.

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