

Application Instructions

2010 Emergency Shelter Grants

Facility Grant

Grant Solicitation #LPZ03

**Offered by the
Florida Department of Children and Families
Office on Homelessness**



**ALL APPLICATIONS MUST BE RECEIVED BY
THE OFFICE ON HOMELESSNESS AT:**

**1317 WINEWOOD BOULEVARD
BUILDING 3, ROOM 201K
TALLAHASSEE, FL 32399**

BEFORE 3:30 P.M. ON OCTOBER 8, 2010

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1. Introduction

1.1 Statement of Need

The Emergency Shelter Grant (ESG) Program is a federally funded program. Funding is awarded by the U.S. Department of Housing and Urban Development (HUD) to areas within the State of Florida. These awards are based on a formula. Many cities and counties receive an award directly from HUD. The State also receives an award directly from HUD (See Appendix II). The intent of the award to the State is that the funds be sub-granted to the areas through out the state that did not receive a direct award. The State is required to distribute the grant for projects operated by local government agencies or private non-profit organizations, called recipients (if the local government in which the project is located certifies approval).

The objectives of the Emergency Shelter Grants program are to increase the number and quality of emergency shelters and transitional housing facilities for homeless individuals and families, to aid this population in transition to permanent homes, and to operate these facilities and provide essential social services. There is a statutory requirement that ESG funds must benefit homeless persons and that costs be provided at a reasonable price and be directly related to an ESG eligible expenditure category.

The ESG program is designed as the first step in a continuum of assistance to prevent homelessness and to enable the homeless population to move steadily toward independent living. The Continuum of Care model is based on the understanding that homelessness is not caused by simple a lack of shelter, but involves a variety of underlying needs. HUD believes the best approach for alleviating homelessness is through a community-based process that provides a comprehensive response to the diverse needs of homeless persons. The fundamental components of a Continuum of Care system are:

- Outreach and assessment to identify a homeless person's needs;
- Immediate (emergency) shelter as a safe, decent alternative to the streets;
- Transitional housing with appropriate supportive services to help people achieve independent living; and
- Permanent housing or permanent supportive housing for the disabled homeless.

1.2 Applicant Qualifications

The State of Florida, Department of Children and Families, Office on Homelessness, receives funds directly from HUD. Its allocation, except for a portion of the administrative costs, must be made available to the following recipients:

- Local governments in the State (any city, county, town, township, parish, village, or other general purpose political subdivision of a state), which may include cities and counties that are ESG grantees; or
- Private non-profit organizations (defined as tax-exempt secular or religious organizations described in section 501(c) of the Internal Revenue Code), if the local government where the project is located certifies its approval of the project. Faith-based organizations are eligible for funding on an equal footing with other organizations and will be assessed on their merits and how well they perform eligible activities, not on their religious or secular character (see 24 CFR Parts 92, 570, 572, 574, 576, 582, 583, and 585).

Applicants statewide may apply for the State of Florida allocation, including those from formula communities that receive an ESG award directly from HUD. However, priority funding consideration for 2010 will be given to eligible applicants from non-formula communities upon which the state's grant amount is based.

Note: State grantees are prohibited from funding projects operated by the agencies of State government.

All applicants for the Emergency Shelter Grants are required to register as vendors in MyFloridaMarketPlace (MFMP). Please follow this link to register:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/

1.3 Funding Cycle and Funds Availability

The U.S. Department of Housing and Urban Development has awarded to the State \$2,977,209 for sub-grants to nonprofit organizations and/or local government entities based on the demographics of the areas of the state that did not receive a direct award from HUD. Five (5) percent of this amount will be set aside for administration of the grant. \$2,809,572 of this amount will be available for sub-grant recipients with 70%, or \$1,979,844, available for the ESG Facilities Grant. The remaining 30%, \$848,505, is available for the ESG Prevention Grant. The Prevention Grant is available through separate grant application instructions. These funds will be available through June 30, 2012.

The maximum award amount for an individual grant award will be \$100,000 for the 2010 ESG grant. The awards will be for a two year period, ending June 30, 2012. The amount of funding for the first of the two state fiscal years will depend on budget availability. A successful applicant should expect to receive less than half the award for the first year of the grant.

The State's Funding Priorities - First priority in funding will go to local governments and non-profit organizations located in areas of the state that do not receive an ESG award directly from HUD. Please refer to Appendix II, Formula Jurisdictions. Second priority in funding will go to local governments and non-profit organizations located in areas of the state that receive an award directly from HUD. Second priority will also go to local governments and non-profit organizations located in areas of the state that receive an award directly from HUD and intend to provide ESG services in an area that did not receive a direct award. **The applicant may not also receive ESG funding from the Department of Children and Families for the same activities funded from a local government ESG program. The applicant also may not apply for a facility and a prevention grant in the same grant cycle.**

2. Scope of Grant Activities

2.1 Program and Fiscal Requirements

2.1.1 Programmatic Specifications

Emergency Shelter Grant funds may not be used to supplant other federal funds. In other words, if a portion of your program is being funded from another federal grant, you may not use ESG funds for that portion of your program. Eligible expenditure categories are:

2.1.1.1 Emergency Shelter Renovation

- Renovation means rehabilitation that involves costs of 75 percent or less of the value of the building before renovation.
- Value of the building means the monetary value assigned to a building by an independent real estate appraiser, or as otherwise reasonably established by the recipient.
- Buildings renovated with ESG funds must be maintained to serve the homeless for not less than three years.

Ineligible activities include acquisition of real property, new construction, property clearance or demolition.

2.1.1.2 Essential Services

Essential services can address the immediate needs of the homeless, and can help enable homeless persons in becoming more independent and to secure permanent housing.

Essential services may include (but are not limited to):

- Assistance in obtaining permanent housing;
- Medical and psychological counseling and supervision;
- Employment counseling;

- Nutritional counseling;
- Substance abuse treatment and counseling;
- Assistance in obtaining other Federal, State, and local assistance including mental health benefits; employment counseling; medical assistance; Veteran's benefits; and income support assistance such as supplemental Security Income benefits, and Food Stamps ;
- Other services such as child care, transportation, job placement and job training;
- Case Management; and
- Staff salaries necessary to provide the above services.

Limitations on Funding for Essential Services - Funding for essential services is restricted to **new services or a quantifiable increase in services above the level provided during the immediately previous 12 month period, OR continuation of current level of services that were funded with ESG.** In addition, no more than thirty (30) percent of a recipient's total grant amount can be spent on essential services. ESG funds may not be used to support inherently religious activities such as worship, religious instruction, or proselytization. However, a faith-based organization may still engage in such activities so long as they are voluntary for program participants and occur separately in time or location from the activities directly funded through the ESG.

Ineligible Activities - Ineligible essential services include:

- Existing services and staff (services must be new, continuation of services begun with a prior Emergency Shelter Grant, or provided to more persons)
- Salary of case management supervisor when not working directly on participant issues
- Advocacy, planning and organization capacity building
- Staff recruitment and training
- Transportation costs not directly associated with service delivery

2.1.1.3. Operational Costs

The term operating costs means expenses incurred by a recipient operating emergency and transitional housing.

Eligible activities include shelter administration, maintenance, operation, rent, routine repairs, security, fuel, equipment, insurance, utilities, food and furnishings. Not more than ten (10) percent of the grant amount paid under the operating costs category may be used for costs for staff, except that maintenance and security salary costs are not subject to the ten percent limit.

Ineligible activities - Ineligible operating or maintenance costs include:

- Recruitment or on-going training of staff;
- Depreciation;
- Costs associated with the organization rather than the supportive housing project (advertisements, pamphlets about the organization, surveys, etc.);
- Public relations or fund raising;
- Bad debts / late fees;
- Mortgage payments;
- Purchase of vehicles;
- Staff training;
- Fund raising activities.

2.1.1.4 Administrative Costs

Up to five (5) percent of the Emergency Shelter Grant may be spent on administering the grant. The State is directed to share these administrative funds with local governments that are funded through this State grant. Therefore, if a recipient of the Emergency Shelter Grant is a local government entity they may receive funding in the administrative category.

Eligible administrative activities include:

- staff to operate the ESG program;

- preparation of progress reports, audits, and;
- monitoring of recipients.

Ineligible administrative costs include:

- Preparation of consolidated plans and other application submissions;
- Conferences or training in professional fields such as accounting and financial management;
- Salary of organization's executive director (except to the extent involved in carrying out eligible administrative functions).

2.1.1.5. Florida's 2010 Priorities for the 2010 Emergency Shelter Grant

The Department will fund shelters or transitional housing recipients for renovations defined as structural repairs, improvements and alterations to a building that involve costs of 75 percent or less of the value of the structure before renovation. Buildings renovated with ESG funds must be maintained to serve the homeless for not less than three years.

The Department will fund shelters or transitional housing recipients for operating expenses that may include payment for shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food and furnishings. Not more than 10 percent of the grant amount may be used for costs of staff.

The Department will fund shelters or transitional housing recipients for essential services to address the needs of homeless persons living on the street, in emergency shelter or in transitional housing. Essential services can address the immediate needs of the homeless, and can help enable homeless persons to become more independent and to secure permanent housing. Case management is included in essential services. Not more than 30 percent of the total grant amount may be used for essential services.

Applicants will be asked to report on the number of beds serving the following target populations as of June 30, 2010. Priority scoring will be given to those serving the higher percentage of these priority populations.

- 1) Priority will be given to shelters and transitional housing programs that provide for the unique needs of unaccompanied homelessness youth (especially serving youth exiting foster care). Priority will be given to applicants with programs experienced with meeting the needs of these youth, with a goal of self-sufficiency.
- 2) Priority will be given to facilities that allow families with children to be housed together as a family unit, not including facilities that primarily serve individuals/families who are victims of domestic violence/domestic abuse.
- 3) ESG priority will be given in 2010 to facilities that provide transitional housing and other services needed by homeless veterans.
- 4) In 2010, ESG will include a focus on programs that serve chronically homeless single adults who also have a disabling condition. Chronically homeless adult is defined as: either (1) an unaccompanied homeless individual with a disabling condition who has been continuously homeless for a year or more, OR (2) an unaccompanied individual with a disabling condition who has had at least four episodes of homelessness in the past three years. A disabling condition is defined as: a diagnosable substance abuse disorder, a serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions. In addition, a disabling condition limits an individual's ability to work or perform one or more activities of daily living.

Demonstrate successful outcomes in transitioning to permanent housing: Applicants who can demonstrate success in assisting clients to become permanently housed as evidenced by exit data from the homeless management information system (HMIS) or other comparable database that clearly reflects the percentage and numbers of clients from July 1, 2009 through June 30, 2010, who exited the shelter or transitional housing to permanent housing, will receive priority consideration.

Focus on provision of the following services: The applicant has the following services as part of their own agency's **on site** operations:

- a. case management to include assessment of individual conditions and need for services and referral to service providers
- b. health services (primary care with nurse or physician)
- c. transportation to community service providers
- d. is an ACCESS partner to enroll clients served

A priority will be made for those facilities adding new shelter or transitional housing beds.

Priority will be given to applicants who are members of a local homeless coalition.

Funding for new shelter or transitional housing facilities: Florida will give priority to facilities that have never received an ESG award from the Department, as well as those that did not receive an award in the 2009 award cycle.

For those entities which received a 2008 Emergency Shelter Grant, the Department will assess the performance of the applicant under that grant award. The failure to meet the following performance expectations shall be reflected in a negative score adjustment to the applicant's 2010 application. For applicants who did not receive a 2008 ESG award, there will be no assessment required on the following performance criteria.

For 2008 ESG recipients, were the following performance expectations achieved and accomplished?

- A. The final grant performance report was submitted to the Department by July 15, 2010.
- B. The recipient served a total number of persons that equaled or exceeded the number of people proposed to be served as stated in their 2008 grant application.
- C. The recipient fully expended their grant award amount by June 30, 2010.
- D. The recipient was able to provide a higher level of essential services that was above simply addressing the individual's physical needs, such as food and clothing.

2.1.1.6 Monitoring

The Department reserves the right to monitor recipient records and programs to ensure that ESG funds are used effectively to assist homeless individuals and families and that the basic ESG program goals are met. In addition, it is important to ensure compliance with ESG regulations and program requirements in the usage of funds. The Department will monitor records to see that progress toward meeting the goals and objectives stated in the initial ESG application is being made. Monitoring by the Department's contract managers may include, but is not limited to:

- Review of progress reports;
- Expenditure records;
- On-site assessments to include review of files and financial records;
- Telephone consultation;
- Request for additional / corrected documentation prior to processing payment requests;
- Review of property inventory for ESG purchases;
- Review of recipient's written policies and procedures;
- Interviews with staff and participants.

Additional monitoring for federal requirements may be performed by the Department's Office on Homelessness.

2.1.1.7 Reporting Requirements

The Department requires a semi-annual progress report as well as a final report at the end of the contract period. See Appendix III and IV. The semi-annual report must be submitted to the Department contract manager as well as the Office on Homelessness by January 15 and July 15. The final report will be submitted by the 15th of the month following completion of the contract.

2.1.1.8 Sanctions for Noncompliance

If the Department determines that a recipient is not complying with the requirements of the grant or other application State and Federal laws, appropriate actions, which may include those listed below, will be taken. Any grant amounts that become available as a result of a sanction will be made available to other nonprofit organizations or units of local government for use within the time period specified for the grant. The time period for this current grant is state fiscal years 2010-2011 and 2011-2012.

- Issue a warning letter that further failure to comply with the grant requirements will result in a more serious sanction;
- Condition a future grant;
- Direct the recipient to stop incurring costs;
- Require that some or all of the grant be returned to the State;
- Reduce the level of funds the recipient would otherwise be entitled to receive;
- Elect to not provide future grant awards to the recipient until appropriate actions are taken to ensure compliance.

2.1.1.9 Outcome Measures

The HUD outcome measures will be reported as follows:

Objective and Outcome

Accessibility and availability for the purpose of creating suitable living environments

Required Outcome Indicators

Amount of money ESG match
Number of persons, households, units or beds assisted
Income levels of persons/households assisted
Race, ethnicity and disability of persons served

Specific Outcome Indicators

Number of homeless persons given overnight shelter
Number of new beds created in overnight shelter or other emergency housing

The State outcomes will be reported as follows:

Objective and Outcome

Promote Personal and Family Recovery and Resiliency

Specific Outcome Indicators

1. Number and percent of clients sheltered who were referred to the following supportive services
 - a. mental health services
 - b. substance abuse addictions treatment
 - c. physical health services
 - d. education, training and job placement
 - e. financial and budget counseling
2. Number and percent of clients sheltered who exit and move to permanent housing
3. Length of stay in the sheltering facility: the overall average length of stay (all clients served)

4. Number and percent of clients who were sheltered and exited, who return to the shelter or other homeless service agencies within six months of exit.
5. Number and percent who exit with employment income.

2.1.2. Financial Information

Recipient Reimbursement - Successful applicants will be reimbursed for eligible expenditures based upon actual program expenses with supporting documentation. Further information and requirements will be outlined in the grant agreement.

Recipient Agreements and Liens - The successful applicant will sign a grant agreement with the Department of Children and Families. In that agreement the recipient will agree to abide by all requirements and terms set forth in this grant solicitation.

In the event the ESG award proceeds will be used to improve real property, such use shall be contingent upon the recipient granting to the State a security interest in the property at least equal to the amount of the state funds provided, for at least ten years from the date of purchase or completion of the property improvements. The securing of the lien position and recording of the lien document shall be the responsibility of the recipient. The lien must be in the Department's favor. See Appendix IX for a sample lien document.

2.1.3. Federal Requirements

Match Requirements - The ESG program requires a dollar for dollar match from other funding sources. HUD requires that the State report details on the match, including the specific sources and amounts. **No match that has been previously reported as match may be used. Homeless Prevention and Rapid Re-Housing funds may not be used as match for ESG.** Matching funds may include:

- Cash in the bank;
- Funds from other sources;
- Salary paid to staff (not included in the ESG award);
- Time contributed by volunteers (HUD allows \$5 per hour);
- Volunteers providing professional services such as medical or legal services are valued at the reasonable and customary rate in the community.
- The value of any donated material or building, or of any lease, calculated using a reasonable method to establish a fair market value.

Non-discrimination and Equal Opportunity - Pursuant to 24 CFR 576.57(a), successful applicants must comply with requirements regarding non-discrimination and equal opportunity.

Lead-based Paint - Pursuant to the requirements of 24 CFR 576.57(c) and 35 CFR, successful applicants are subject to the requirements, as applicable, of the Lead-based Paint Poisoning Prevention Act. According to the Interpretive Guidance to the regulations, most emergency shelters are exempt from the lead-based paint regulations. Thus, emergency housing using efficiencies, studio apartments, dormitories, single room occupancy units, barracks, group homes, or room rentals in residential dwellings are all excluded from the lead-based paint requirements. The only ESG-assisted housing covered under the lead-based paint requirements is longer-term transitional housing in an apartment with one or more bedrooms and which has family residents who are part of a program requiring continual residence of more than 100 days. ESG projects providing essential services only are also excluded from the lead-based paint regulations.

Conflict of Interest - Pursuant to 24 CFR 576.57(d), successful applicants must comply with requirements regarding conflicts of interest.

Environmental Review and Compliance - Pursuant to the requirements of 24 CFR 576.57(e), successful applicants must comply with environmental review requirements **prior to the receipt of Federal ESG funds and the execution of contracts with the department.** The environmental review process is required to determine compliance with federal laws and regulations pertaining to noise, air and water quality, solid waste disposal, toxic compounds, manmade hazards, historic preservation, flood plains,

wetlands, coastal zones, fish, wildlife, and endangered species. The environmental review may result in an exemption, categorical exclusion or require completion of an environmental assessment. When necessary, environmental assessments can be very complex, technical and time consuming, sometimes taking several months to complete. Therefore, successful applicants who believe they do not meet exemption or exclusion criteria outlined in 24 CFR 576.57, should begin an environmental review immediately after notification of their selection. When necessary, environmental assessments can be obtained from city or county housing authorities, community development or other appropriate public officials, or from architects, engineers or others who have the technical capacity to conduct them. The Department of Children and Families does not have the staff capability to conduct such assessments. 24 CFR 58 contains instructions for conducting environmental assessments and delineates those circumstances under which an applicant may be exempt or categorically excluded.

Limits on Funding to Primarily Religious Organizations - Pursuant to 24 CFR Parts 92, 570, 572, 574, 576, 582, 583, and 585, and in accordance with Executive Order 13279, December 2002, successful applicants must comply with requirements regarding faith-based organizations. ESG funds may not be used to support inherently religious activities such as worship, religious instruction, or proselytization. However, under federal regulations, a faith-based organization may still engage in such activities so long as they are voluntary for program participants and occur separately in time or location from the activities directly funded through the ESG. Additionally, Article I, Section 3, of the Florida Constitution contains a no-aid provision that may further limit the activities of organizations that receive funds from the State of Florida. The case law on the topic is not dispositive and further details may be provided in the final grant agreement.

Americans with Disabilities Act - Each recipient of ESG funds must comply with the Americans with Disabilities Act of 1990, section 933, public law 101-336.

Illegal Use, Possession and Distribution of Drugs and Alcohol - Each recipient of ESG funds must promulgate and administer in good faith, a written policy designed to ensure that the homeless facility is free from the illegal use, possession and distribution of drugs and alcohol.

Approval for Nonprofits - Non-profit applicants must first have their applications approved by the governing body or chief operating officer (or their designees) of the governmental jurisdiction in which they reside, e.g., cities or counties. This form is located in Appendix I, Application for 2010 Emergency Shelter Grant - Facilities. See page 27 of this document.

Service Delivery Records and Documentation - ESG regulations require that records are maintained for a period of at least six years after the end of the grant term.

Homeless Management Information System (HMIS) - HMIS is a software application designed to record and store client-level information on the characteristics and service needs of homeless persons. HUD requires that all ESG recipients use HMIS, including tracking specific outcomes. This is a requirement for all recipients of the 2010 ESG funding. Participation in the homeless management information system (HMIS) is a requirement for receipt of ESG funds. HMIS requirements are outlined in the U.S. Department of Housing and Urban Development rule notice filed July 30, 2004, as amended. Accordingly, only applicants who commit to participate in the HMIS will be considered for ESG funding in 2010. Section 605 of the Violence Against Women Act of 2005 amended the McKinney-Vento Homeless Assistance Act to prohibit victim services providers from entering personally-identifying information into an HMIS database. This law applies to providers receiving Violence Against Women Act and/or Family Violence Prevention and Services Act funding. Domestic violence services providers are not required to participate in HMIS, but shall provide aggregate service data on persons served and outcomes achieved.

Documentation of Homelessness - Documentation of homelessness is an equally important aspect of ESG project management. ESG recipients are required to maintain adequate documentation of homelessness status to determine the eligibility of persons served by HUD's homeless assistance programs. A copy of the documentation should be maintained in the participant's file. Please refer to Appendix VIII for an excerpt from the HUD published, ESG Deskguide, for a more thorough discussion of documentation of homelessness.

HUD's Definition of Homelessness - HUD defines homelessness using the following definition: A homeless person is someone who is living on the street or in an emergency shelter, or who would be living

on the street or in an emergency shelter without HUD's homelessness assistance. A person is considered homeless only when he/she resides in one of the places described below:

- In places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings on the street;
- In an emergency shelter;
- In transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters;
- In any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution;
- Is being evicted within a week from a private dwelling unit and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing or their housing has been condemned by housing officials and is no longer considered meant for human habitation;
- Is being discharged within a week from an institution in which the person has been a resident for more than 30 consecutive days and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing; or
- Is fleeing a domestic violence housing situation and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.

Suggested Building and Habitability Standards

Any building for which ESG funding is used for renovation, major rehabilitation, or conversion should meet the following safety and sanitation standards as recommended by HUD. State or local regulations may supersede the following:

- Structure and Materials - The shelter building should be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
- Emergency Exit - The shelter must have a second means of exiting the facility in case of emergency or fire.
- Space and Security - Each resident should have adequate space and security for themselves and their belongings. Each resident must have an acceptable place to sleep.
- Interior Air Quality - Each room or space within the shelter/facility must have a natural or mechanical means of ventilation. The interior air should be free of pollutants at a level that might threaten or harm the health of residents.
- Water Supply - The shelter's water supply should be free of contamination.
- Sanitary Facilities - Each resident should have access to sanitary facilities that are in proper operating conditions. The facilities should be able to be used in privacy and be adequate for personal cleanliness and the disposal of human waste.
- Thermal Environment - The shelter/facility must have any necessary heating/cooling facilities in proper operating condition.
- Illumination and Electricity - The shelter/facility should have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There should be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
- Food Preparation - Food preparation areas, if any, should contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.
- Sanitary Condition - The shelter should be maintained in a sanitary condition.
- Fire Safety-Sleeping Area - There should be at least one working smoke detector in each occupied unit of the shelter facility. In addition, smoke detectors should be located near sleeping areas where possible. The fire alarm system should be designed for a hearing-impaired resident.
- Fire Safety-Common Areas - All public areas of the shelter must have at least one working smoke detector.

Procurement Rules

The Code of Federal Regulations (24 CFR Part 84) establishes federal standards and guidelines for the procurement of supplies, equipment, construction, and services. The successful applicant will be expected to follow these standards and guidelines. Chapter 287.001-287.1345, Florida Statutes, establishes state standards and guidelines for the procurement of supplies, equipment, construction, and services. The successful applicant will be required to follow both the federal and state standards and guidelines.

Property Controls - The successful applicant will be required to maintain a system for tracking property and other assets purchased with grant funds, and to ensure that such property and assets are secure and used for authorized purposes.

2.2 Administrative Requirements

2.2.1 Order of Precedence of the Documents

The terms and conditions contained in this grant solicitation document constitute the basis for this award and any resulting grant agreement. This solicitation document and the accepted application will become part of any agreement between the parties. The Department's contract manager will be responsible for rendering decisions in matters of interpretation on all terms and conditions.

Any ambiguity or inconsistency among those documents shall be resolved by applying the following order of precedence:

1. Grant Agreement document, including any amendments;
2. The Application Instructions and its appendices, including any addenda; and
3. The applicant's proposal submitted in response to the solicitation.

2.2.2 Grant Agreement Terms and Conditions

Refer to Appendix V and VI for a copy of the grant award letter and terms and conditions.

2.2.3 Audit Attachment

Refer to Appendix VII, Audit Attachment, for information regarding required audits.

3.0 Grant Solicitation and Evaluation Process

3.1 General Overview of the Grant Solicitation Process

3.1.1 Contact Person

Amy C. Claiborne
Office on Homelessness
1317 Winewood Boulevard
Building 3, Room 201K
Tallahassee, FL 32399-0700
amy_claiborne@dcf.state.fl.us

3.1.2 Contacting Department Personnel

All questions regarding the grant application process must be directed to the contact person listed above in writing. This may be by email, U.S. Mail, or by fax. No other Department staff are authorized to answer questions about this solicitation. A response to written inquiries will be sent within 24 hours of receipt (excluding weekends and holidays). In the event the contact person offers guidance that may be in conflict with the solicitation document, the written instructions are binding.

3.1.3 Advertisement and Posting

The Department shall publish the notice of applications for the 2010 Emergency Shelter Grant on the state's Vendor Bid System.

All notices, decisions, intended decisions, and other matters relating to this procurement will be posted electronically on the Department of Management Services website. Please use the following steps:

1. Go to www.myflorida.com.
2. Click on "Business" on the left side of the MyFlorida.com home page.
3. Click on "Doing Business with the State."
4. Under "Everything for Vendors and Customers" click on "Vendor Bid System (VBS)."

5. Click on "Search Advertisements."
6. Under "Advertisement Type", click on "Agency Decisions and Notices or Competitive Solicitation".
7. Under "Agency", click on Department of Children and Families.
8. Scroll down to bottom of the screen and click on "Initiate Search."

A copy of the notice of posting will be mailed to organizations on the ESG mailing list that is maintained by the Office on Homelessness.

The Notice and Application Instructions will also be posted to the Office on Homelessness website at: www.dcf.state.fl.us/programs/homelessness

3.1.4 Schedule of Events and Deadlines

Posting of grant solicitation: September 8, 2010

Applications will be received from September 8, 2010 to 3:30 p.m. October 8, 2010. Applications will be checked for completeness and scored as they are received. If applications are incomplete, the applicant will be contacted to supply the missing information within 72 hours of the time notified. See section 3.2.2.

All applications must be received by the above contact person by 3:30 p.m. on October 8, 2010.

Notice of awards by: November 5, 2010. No scores or rankings will be released prior to November 5, 2010.

3.1.5 Written Inquiries

Written inquiries will be accepted, via U.S. Mail, Fax, or Email to the contact person listed in section 3.1.1. A response to written inquiries will be sent within 24 hours of receipt (excluding weekends and holidays).

3.1.6 Department Not Responsible for Cost of Preparation of Applications

The Department is not responsible for any costs incurred by an applicant in responding to this grant solicitation. ESG funds may not be used for preparation and submission of grant applications.

3.1.7 Applicant Ranking and Secretary's Decision

The Department will award grants to the applicants whose applications are determined by the Secretary, or his designee, to be the most advantageous to the state. Following the completeness review period, the Department's evaluator will score the applications submitted. The Office on Homelessness will compile the results and provide the Secretary, or his designee, with the recommended ranking, along with other considerations noted by the Office on eligibility and budget issues.

The Department will award grants based on the final selection by the Secretary, or his designee, who will consider the evaluation criteria set forth in this solicitation. No scoring by the Secretary, or his designee, will be required to make the selection and award decision. The scoring and ranking by the evaluator will serve as a recommendation only.

3.1.8 Notice of Grant Awards

The Department will issue the Secretary's, or his designee's, final decisions by posting the grant awards notice on the Vendor Bid System web page. The award notice shall also be provided in writing by U.S. Mail, as well as by email to each applicant. The award notice shall be written and shall contain the following information:

1. Grant solicitation title;
2. The dates allowed for the submission of applications under this solicitation;
3. The contact person for the solicitation, to request additional information;
4. The names and locations of applicants to which the Department intends to award grants;
5. The amount of each of the intended grant awards;

6. The anticipated effective date of the awards; and,
7. The appeals process related to grant solicitations.

3.1.9 Formal Appeals and Dispute Resolution

The Department shall provide for a process for appeals related to grant solicitations. If you believe the Department's decision is in error, you may submit a written petition for an administrative hearing to contest the decision. Failure to request an administrative hearing within 21 days provided below shall constitute a waiver of the right to a hearing.

You must submit your written request for an administrative hearing to the Department at the following address:

Agency Clerk
Department of Children and Family Services
1317 Winewood Boulevard
Building 2, Room 204-X
Tallahassee, FL 32399-0700

Please note that a request for an administrative hearing must comply with section 120.569(2)(c), Florida Statutes, and Rule 28-106.201(2), Florida Administrative Code. Those provisions, when read together, require a petition for administrative hearing to include:

- The name and address of the agency (Department) affected, and the agency's file or identification number, if known;
- Name, address, and telephone number of the petitioner;
- The name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- An explanation of how the petitioner's substantial interests will be affected by the agency determination;
- A statement of when and how the petitioner received notice of the agency decision;
- A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- A statement of the relief sought by the petitioner, stating precisely the action you wish the agency to take with respect to the agency's proposed action.

Section 120.569, Florida Statutes, and rule 28-106.201(4), Florida Administrative Code, require that a petition be dismissed if it is not in substantial compliance with the requirements above.

3.2 The Evaluation Process and Criteria

3.2.1 How Applications Will Be Evaluated

The Department's reviewer shall evaluate all eligible applications using the preference criteria in the application form. See Appendix I. Applications will be ranked by score in order of highest to lowest. A recommendation for funding will be forwarded, along with the results of the scoring, to the Secretary of the Department. The Secretary, or his designee, will award grants to the applicant(s) whose application is determined by the Secretary, or his designee, to be most advantageous to the state.

3.2.2. Timeliness and Completeness

The application must be received by the Office on Homeless by the date and time specified in the notice of solicitation. Any application received after the date and time specified will not be considered for funding.

When received by the Office on Homelessness, the application will be reviewed for completeness. If any required materials are missing, the applicant will be contacted to supply the missing information within 72 hours of the time notified. **If the requested information is not received by the Office on Homelessness within the specified time period, the application will not be considered for scoring or funding. There will be no appeals for failure of the delivery service to get applications delivered on time.**

4.0 Instructions for Preparation and Submission of Applications

Please use the Appendix I entitled "2010 Federal Emergency Shelter Grant Application - Facility" to apply for this grant. You will be submitting pages 16 through 28 of this document as your application. Be sure to include the checklist on page 28. This checklist MUST be signed and dated by the organization's Chief Executive Officer.

Applications must be received by the Department by the deadline at the location set forth on the cover page of the Application Instructions, in section 3.1.4, and in the Notice of Solicitation.

Facsimile or electronic transmission of applications will not be accepted. Late applications will not be accepted.

Submit two (2) copies of your application. One copy must be marked ORIGINAL. The original copy must contain all original signatures. Please ensure that the copy is identical to the original in every way.

The applications must be bound in report covers and submitted in tabbed sections I, II, III and IV.

Please send all questions in writing to the contact listed below. U.S. Mail, Faxes, and Emails will be accepted.

OFFICE ON HOMELESSNESS CONTACT INFORMATION

Amy Claiborne, Senior Management Analyst II
Office on Homelessness
1317 Winewood Boulevard
Building 3, Room 201K
amy_claiborne@dcf.state.fl.us
850/487-1361 [FAX]

APPLICATION FOR 2010 EMERGENCY SHELTER GRANT - FACILITIES

NOTE: Please be sure you have thoroughly read the entire application instructions document before applying for the Emergency Shelter Grant. Complete this document (Appendix I) , bind the original and one complete copy in report covers and forward to the contact and address listed at section 3.0 of the application instructions. Applications must be received before the final due date and time.

Priority funding consideration for 2010 will be given to eligible applicants from non-formula communities upon which the state's grant amount is based. Following scoring, the applications from non-formula areas will be ranked separately from applications from formula areas. Funding will be awarded first to the applications from non-formula areas based on rank. Any remaining funding will be awarded to formula area applications, also based on rank.

APPLICANT AGENCY NAME

SECTION I

Title Page: Each application must include a Title Page that includes all of the following information, in this order.

- 2010 Application for Emergency Shelter Grant
- Applicant's name and tax ID number
- Applicant's type of organization (choose one):
 - Faith-based Non-profit
 - Other Non-profit
 - Public Agency (local government)
- Service Area (Counties) for which the application is being submitted
- Name, title, phone number, email address and mailing address of person who can respond to inquiries regarding the application
- Physical address of the homeless shelter facility (except for domestic violence/abuse shelters)
- Population served by the facility (choose one)
 - Unaccompanied homeless youth (including youth exiting from foster care)
 - Veterans
 - Mental health and/or substance abuse population
 - General population
 - Domestic abuse/violence population
 - Other (specify)
- The number of people expected to be served with the 2010 ESG funds
- The number of new beds to be added with the 2010 ESG funds
- The number of existing beds to be supported with the 2010 ESG funds
- Activity Proposed (choose all that apply)
 - Shelter Renovation
 - Essential Services
 - Operational Costs
 - Administrative Costs (local government only)

B. Number of Copies of Application Required

An original (marked "Original") and one (1) copy (marked 'COPY') are required. The original submitted to the department must contain original signatures of an official of the provider agency who is authorized to bind the applicant to their proposal application.

SECTION II

A. Report number of beds occupied by specific target populations on June 30, 2010.

	<u>Beds occupied</u>	<u>% of total</u>
a. Unaccompanied youth	_____	_____
b. Intact families with minor children present (except DV)	_____	_____
c. Homeless Veterans	_____	_____
d. Chronic Homeless with disabling condition	_____	_____
e. Domestic violence/domestic abuse	_____	_____
f. Single adults, not chronically homeless	_____	_____
g. Households without minor children (two or more adults)	_____	_____
 Total beds occupied June 30, 2010	 _____	 _____

Points given for the one population which has the highest percent of clients served in beds: a. youth = 10 pts; b. families = 8 pts; c. veterans = 6 pts, d. chronic = 4 pts; e. DV = 1 pt; f. single adults = 1 pt; g. other = 1 pt)

Points Claimed by Applicant: _____

B. Demonstrate successful outcomes in transitioning to permanent housing:

Applicants who can demonstrate success in assisting clients to become permanently housed as evidenced by exit data from the homeless management information system (HMIS) or other comparable database, that clearly reflects the percentage and numbers of clients over the July 1, 2009 through June 30, 2010 time period who exited the shelter or transitional housing to permanent housing will receive priority consideration. (Actual data report not required, but must cite database source.)

Source database: _____

# who exited facility July 1, 2009 through June 30, 2010	_____
# who left to permanent housing	_____
% who moved to permanent housing	_____

Scoring: 50% or greater = 10 pts; 40-49% = 8 pts; 30-39% = 6 pts; 20-29% = 4 pts; 10-19% = 2 pts; 1-9% = 1 pt)

Points Claimed by Applicant: _____

C. Focus on provision of the following services: The shelter applicant **currently** has the following services as part of their own agency's **on site** operations:

- a. case management to assess individual needs, with referral to service providers _____ Y/N (Y=5 Pts)
 - b. health services (primary care with nurse/physician) _____ Y/N (Y=3 Pts)
 - c. transportation to community service agencies _____ Y/N (Y=5 Pts)
 - d. is an ACCESS partner to enroll clients served for food stamps, cash assistance, Medicaid _____ Y/N (Y=5 Pts)
- _____ TOTAL POINTS

Total Possible points for #C = 18

D. A priority will be made for those facilities adding new shelter or transitional housing beds.

Number beds added (up to 15 beds) _____ x 2 points per bed = _____ Pts
(MAX 30 pts)

E. Applicant is a member of the local homeless coalition. _____ Y/N (Y=3 pts)

F. Funding for new shelter or transitional housing facilities: Florida will give preference to facilities that have never received an ESG award from the Department, as well as to those that did not receive an award in the 2009 award cycle. **May not claim both.**

Have you ever received an ESG award; or _____ Y/N (N=10 Pts)
Did you receive an ESG award for 2009 _____ Y/N (N=5 Pts)

G. For 2008 recipients, were the following performance expectations achieved and accomplished? To be assessed, verified, and scored by the Department.

- a. Was the 2008 ESG Final Report submitted to the Office on Homelessness by July 15, 2010? _____ Y/N (N= minus 5 Pts)
- b. Did the recipient serve a total number of persons that equalled or exceeded the number of people proposed to be served as stated in their 2008 grant application? _____ Y/N (N= minus 2 Pts)
- c. Did the recipient fully expend their grant award amount by June 30, 2010? _____ Y/N (N= minus 5 Pts)
- d. Was the recipient able to provide a higher level of essential services that was above simply addressing the individual's physical needs, such as food and clothing? _____ Y/N (N= minus 2 Pts)

MAXIMUM OVERALL SCORE IS 81.
MINIMUM OVERALL SCORE ALLOWABLE IS 23.

SECTION III - MATCH REPORT FORM AND BUDGET FORMS

MATCH REPORT FORM

Pursuant to Title 24, Part 576.51, Code of Federal Regulations, a match of 100 percent of the grant award is required on the part of the successful applicant. Any of the following may be used in calculating the amount of matching funds provided: cash; the value or fair rental value of any donated material or building; the value of any lease on a building; any salary paid to staff to carry out the program of the recipient; and the value of the time and service contributed by volunteers to carry out the program of the recipient at a current rate of \$5 per hour. Volunteers providing professional services such as medical or legal services are valued at the reasonable and customary rate in the community.

The source of match must be clearly identified in the table below so that the reviewer can determine if the source is federal, state or local. Local sources include city and county funding as well as any funds from local private sources or local community sources. Local taxes are not considered a local source of cash match.

Indicate The Specific Sources And Amounts Of Matching Funds For The ESG Project:

Other HUD Funds (funds other than ESG and HPRP)		<u>Anticipated or Committed?</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
SUBTOTAL	\$ _____	

Other Federal Funds (such as City CDBG, FEMA, etc)		<u>Anticipated or Committed?</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
SUBTOTAL	\$ _____	

State Government Funds (e.g. Challenge Grant, State Housing Trust Funds, etc.)		<u>Anticipated or Committed?</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
SUBTOTAL	\$ _____	

Local government (e.g. local assessments/fees, etc.)		<u>Anticipated or Committed?</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
SUBTOTAL	\$ _____	

Private (including recipient) Funding:

Anticipated or Committed?

Fund Raising / Cash	\$ _____	_____
Loans	\$ _____	_____
Building Value/Lease	\$ _____	_____
Donated Computers	\$ _____	_____
Donated goods	\$ _____	_____
New Staff Salaries	\$ _____	_____
Volunteer (professional)	\$ _____	_____
Volunteer (@ \$5/hour)	\$ _____	_____
Other	\$ _____	_____
_____	\$ _____	_____
SUBTOTAL	\$ _____	
TOTAL (for all FIVE categories)	\$ _____	

BUDGET FORMS

CATEGORY 1: RENOVATION

The Department will fund shelters or transitional housing recipients for renovations defined as structural repairs, improvements and alterations to a building that involve costs of 75 percent or less of the value of the structure before renovation. Buildings renovated with ESG funds must be maintained to serve the homeless for not less than three years.

Cost Item	Amount ESG Requested	Amount of Matching Funds
TOTAL:		

CATEGORY 2: SHELTER OPERATIONS

Shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food and furnishings. Not more than 10 percent of the grant amount may be used for costs of staff.

Cost Item	Amount ESG Requested	Amount of Matching Funds
TOTAL:		

BUDGET FORMS

CATEGORY 3: ESSENTIAL SERVICES

Provision of essential services, including services concerned with employment, health, drug abuse, or education. Essential Services may not total more than 30 percent of the recipient's total grant award.

Cost Item	Amount ESG Requested	Amount of Matching Funds
TOTAL:		

CATEGORY 4: ADMINISTRATION

The following budget form is to be completed *only* by local units of government that intend to pass through their grant award to non-profit agencies or Indian tribes, and which intend to claim up to 5 percent of the grant amount for administrative costs.

Cost Item	Amount ESG Requested	Amount of Matching Funds
TOTAL:		

BUDGET FORMS

TOTAL BUDGET REQUEST

CATEGORY	AMOUNT OF ESG REQUEST	AMOUNT OF MATCH
CATEGORY 1: Renovation		
CATEGORY 2: Shelter Operations (Staff costs limited to 10% of total grant with the exception of maintenance & security staff).		
CATEGORY 3: Essential Services (Limited to no more than 30% of the total grant request)		
CATEGORY 4: Administrative Costs		
TOTAL:		

- The maximum amount to be applied for is \$100,000.

TIMELINE FOR EXPENDITURE OF FUNDS

- (1) Does the application include shelter renovation activities? Y/N___
 If yes, answer a thru e below.
- a. Does the applicant have permitting necessary for the project? Y/N___
 - b. Has the applicant secured appropriate zoning for the project? Y/N___
 - c. Has the applicant competitively procured a contractor for the project? Y/N___
 - d. Is the project reliant on completion of other projects? Y/N___
 - e. What is the anticipated date of Certificate of Occupancy? _____
- (2) Does the application include shelter operations or provision of shelter essential services? Y/N___
 If yes, answer a and b below.
- a. Does the applicant have key staff already hired to perform the activities? Y/N___
 - b. Is the project reliant on completion of other projects? Y/N___

Proposed Activity	Proposed Start Date	Proposed Completion Date

*NOTE: For planning purposes, the applicant may use December 1, 2010, as a projected contract start date. The amount available for the time period from the contract start date through June 30, 2011, is dependant on available Departmental resources.

SECTION IV

Required Certifications - Insert the required certifications in the following order:

- A. A copy of your 501(c)(3) documentation for nonprofit organizations
- B. Certification of HMIS Compliance
- C. Certification of Local Government Approval for Non-Profit Organizations
- D. Completion Check and Certification by Chief Executive Officer
- E. Registration with MyFloridaMarketPlace

CERTIFICATION OF HMIS COMPLIANCE

Participation in the homeless management information system (HMIS) is a requirement for receipt of ESG funds. HMIS requirements are outlined in the U.S. Department of Housing and Urban Development rule notice filed July 30, 2004, as amended. Accordingly, only applicants who commit to participate in the HMIS will be considered for ESG funding in 2010. Section 605 of the Violence Against Women Act of 2005 amended the McKinney-Vento Homeless Assistance Act prohibits victim services providers from entering personally-identifying information into an HMIS database. This law applies to providers receiving Violence Against Women Act and/or Family Violence Prevention and Services Act funding. Domestic violence services providers are not required to participate in HMIS, but shall provide aggregate service data on persons served and outcomes achieved.

I have read the above statement regarding HMIS and agree on behalf of the applicant applying for these ESG funds, that the applicant will fully participate in HMIS and that receipt of ESG funds is contingent on HMIS participation.

(signature of authorized representative for the applicant)

(date)

(printed name of the above signatory)

**CERTIFICATION OF LOCAL GOVERNMENT APPROVAL
FOR NONPROFIT ORGANIZATIONS**

I, _____,
[NAME & TITLE]

duly authorized to act on behalf of the _____,
[NAME OF CITY OR COUNTY]

hereby approve the following project(s): _____,
[NAME OF AGENCY]

which is (are) to be located in _____,
[NAME OF CITY OR COUNTY]

BY: _____ [NAME] _____ [TITLE]

[SIGNATURE]

[DATE]

Note: U.S. Department of Housing and Urban Development regulations require non-profit organizations to receive certification of local government approval prior to accepting an Emergency Shelter Grant award.

COMPLETION CHECK AND CERTIFICATION BY CHIEF EXECUTIVE OFFICER

	<u>Check</u>
A. The cover page includes all items requested	_____
B. All items on the application are complete (A thru G)	_____
C. Match report form is complete	_____
D. Budget forms are complete - including time line for expenditures	_____
E. 501c(3) certification included for non-profit organizations	_____
F. Certification of HMIS Compliance signed	_____
G. Certification of Local Government Approval for Non-Profit Organizations signed and included	_____
H. Copy of registration in MyFloridaMarketPlace included	_____

I hereby certify that the information contained in this application packet is true and correct and that I have reviewed this application for completeness. I understand that failure on my part to check off the above items and/or to provide the required attachments may cause my application to be declined by the Department of Children and Families.

 Chief Executive Officer Date

 Name Typed or Printed

APPENDIX II

FORMULA JURISDICTIONS

Following are the cities and counties receiving direct federal Emergency Shelter Grant allocations from the U.S. Department of Housing and Urban Development, and with Consolidation Plan requirements. These areas will receive second priority funding for the 2010 Emergency Shelter Grant through the Florida Department of Children and Families. Exceptions are noted.

BROWARD COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Coconut Creek, Coral Springs, Davie, Deerfield Beach, Hollywood, Lauderhill, Margate, Miramar, Pembroke Pines, Plantation, Pompano Beach, Sunrise, and Tamarac.

COLLIER COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Marco Island and Naples.

ESCAMBIA COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Pensacola

CITY OF FT. LAUDERDALE

CITY OF HIALEAH

HILLSBOROUGH COUNTY

JACKSONVILLE-DUVAL COUNTY

LEE COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Cape Coral and Ft. Myers.

CITY OF MIAMI

MIAMI-DADE COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Homestead City, Miami Beach, Miami Gardens City and North Miami.

ORANGE COUNTY

CITY OF ORLANDO

PALM BEACH COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Boca Raton, Boynton Beach, Delray Beach and West Palm Beach.

PASCO COUNTY

PINELLAS COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Clearwater and Largo.

POLK COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Lakeland and Winter Haven.

SEMINOLE COUNTY

CITY OF ST. PETERSBURG

CITY OF TALLAHASSEE

CITY OF TAMPA

VOLUSIA COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Daytona Beach, Deltona and Port Orange.

**SEMI-ANNUAL STATUS REPORT
2010 THROUGH 2012
FEDERAL EMERGENCY SHELTER GRANTS PROGRAM
FACILITY GRANT**

Name of Grantee: _____
 Grant Year/Grant Solicitation Number: 2010 / _____
 DCF Grant Number: _____

			<u>Check</u>
Report Period:	Date From: _____	Thru December 31, 2010	_____
	January 1, 2011	Thru June 30, 2011	_____
	July 1, 2011	Thru December 31, 2011	_____
	January 1, 2012	Thru June 30, 2012	_____

NOTE: NUMBERS AND DOLLARS REPORTED ARE FOR INDICATED REPORTING PERIOD ONLY!

Race/Ethnicity Of The Total Number Adults and Children Served:

(Note: an individual should be counted only once in the first column. The second column includes the number out of each ethnic category from the first column that considered themselves Hispanic. For example, if out of 125 “White” individuals, 35 considered themselves “Hispanic”, the Total # would be 125 and the # Hispanic would be 35)

	Total #	# Hispanic (subset of 1 st column)
White	_____	_____
Black/African American	_____	_____
Asian	_____	_____
American Indian/Alaskan Native	_____	_____
Native Hawaiian/Other Pacific Islander	_____	_____
American Indian/Alaskan Native & White	_____	_____
Asian & White	_____	_____
Black/African American & White	_____	_____
American Indian/Alaskan Native & Black/African American	_____	_____
Other Multi-Racial	_____	_____
Total (total for first column should = total	_____	_____

List The Total Number Of Persons For Each Sub-Population Served. Numbers May Be Duplicative (i.e. an individual may be counted under more than one category):

Chronically Homeless	Youth formerly in foster care _____
(emergency shelters only) _____	Veterans _____
Severely Mentally Ill _____	Persons with HIV/AIDS _____
Chronic Substance Abuse _____	Victims of Domestic Violence _____
Other Disability _____	Elderly _____

Please Provide The Following Information Based On HMIS Entrance And Exit Data:

1. Number and percentage of clients sheltered during this reporting period who were referred to the following supportive services:

	<u>Number</u>	<u>Percent</u>
a. mental health services	_____	_____
b. substance abuse addictions treatment	_____	_____
c. physical health services	_____	_____
d. education, training and job placement	_____	_____
e. financial and budget counseling	_____	_____

2. Number and percentage of clients that exited the shelter to permanent housing (supportive or conventional) during this reporting period. Number _____ Percentage _____

3. Number and percentage of clients who exited with employment income.
 Number _____ Percentage _____

Indicate The Specific Sources And Amounts Of Matching Funds For The ESG Project During The Specific Reporting Time Period:

Other HUD Funds (funds other than ESG)

_____ \$ _____
 _____ \$ _____
 _____ \$ _____

SUBTOTAL \$ _____

Other Federal Funds
 (such as City CDBG, FEMA, etc)

_____ \$ _____
 _____ \$ _____
 _____ \$ _____

SUBTOTAL \$ _____

State Government Funds
 (e.g. Challenge Grant, State Housing Trust Funds, etc.)

_____ \$ _____
 _____ \$ _____
 _____ \$ _____

SUBTOTAL \$ _____

Page Three
 Semi-Annual Status Report
 2010-12 ESG Facility Grant

Local government
 (e.g. local assessments/fees, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
SUBTOTAL	\$ _____

Private (including recipient) Funding:

Fund Raising / Cash	\$ _____
Loans	\$ _____
Building Value/Lease	\$ _____
Donated Computers	\$ _____
Donated goods	\$ _____
New Staff Salaries	\$ _____
Volunteer (professional)	\$ _____
Volunteer (@ \$5/hour)	\$ _____
Other	_____
	\$ _____
SUBTOTAL	\$ _____

TOTAL (for all FIVE categories) **\$ _____**

**FINAL STATUS REPORT
2010 THROUGH 2012
FEDERAL EMERGENCY SHELTER GRANTS PROGRAM
FACILITY GRANT**

Name of Grantee: _____
 Grant Year/Grant Solicitation Number: 2010 / _____
 DCF Grant Number: _____

Report Period: Date From: _____ Thru June 30, 2012

NOTE: NUMBERS AND DOLLARS REPORTED ARE FOR THE ENTIRE GRANT PERIOD!! AND IS DUE TO THE OFFICE ON HOMELESSNESS NO LATER THAN JULY 15, 2012.

Race/Ethnicity Of The Total Number Adults and Children Served:

(Note: an individual should be counted only once in the first column. The second column includes the number out of each ethnic category from the first column that considered themselves Hispanic. For example, if out of 125 “White” individuals, 35 considered themselves “Hispanic”, the Total # would be 125 and the # Hispanic would be 35)

	Total #	# Hispanic (subset of 1 st column)
White	_____	_____
Black/African American	_____	_____
Asian	_____	_____
American Indian/Alaskan Native	_____	_____
Native Hawaiian/Other Pacific Islander	_____	_____
American Indian/Alaskan Native & White	_____	_____
Asian & White	_____	_____
Black/African American & White	_____	_____
American Indian/Alaskan Native & Black/African American	_____	_____
Other Multi-Racial	_____	_____
Total (total for first column should = total		_____

List The Total Number Of Persons For Each Sub-Population Served. Numbers May Be Duplicative (i.e. an individual may be counted under more than one category):

Chronically Homeless (emergency shelters only)	_____	Youth formerly in foster care	_____
Severely Mentally Ill	_____	Veterans	_____
Chronic Substance Abuse	_____	Persons with HIV/AIDS	_____
Other Disability	_____	Victims of Domestic Violence	_____
		Elderly	_____

Please Provide The Following Information Based On HMIS Entrance And Exit Data:

1. Number and percentage of clients sheltered during this reporting period who were referred to the following supportive services:

	<u>Number</u>	<u>Percent</u>
a. mental health services	_____	_____
b. substance abuse addictions treatment	_____	_____
c. physical health services	_____	_____
d. education, training and job placement	_____	_____
e. financial and budget counseling	_____	_____

2. Number and percentage of clients that exited the shelter to permanent housing (supportive or conventional) during this reporting period. Number _____ Percentage _____

3. Number and percentage of clients who exited with employment income.
 Number _____ Percentage _____

4. Overall average length of stay (days) all clients served _____ days

5. Number and percentage of clients who were sheltered and exited, who return to the shelter or other homeless service agencies within six months of exit.
 Number _____ Percentage _____

Indicate The Specific Sources And Amounts Of Matching Funds For The ESG Project During The Specific Reporting Time Period:

Other HUD Funds (funds other than ESG)
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____

SUBTOTAL \$ _____

Other Federal Funds
 (such as City CDBG, FEMA, etc)
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____

SUBTOTAL \$ _____

State Government Funds
 (e.g. Challenge Grant, State Housing Trust Funds, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____

SUBTOTAL \$ _____

Local government
 (e.g. local assessments/fees, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____

SUBTOTAL \$ _____

Private (including recipient) Funding:

Fund Raising / Cash	\$ _____
Loans	\$ _____
Building Value/Lease	\$ _____
Donated Computers	\$ _____
Donated goods	\$ _____
New Staff Salaries	\$ _____
Volunteer (professional)	\$ _____
Volunteer (@ \$5/hour)	\$ _____
Other	\$ _____
_____	\$ _____

SUBTOTAL \$ _____

TOTAL (for all FIVE categories) \$ _____

**SAMPLE
FLORIDA DEPARTMENT OF CHILDREN & FAMILIES STANDARD GRANT AWARD LETTER**

The Florida Department of Children and Families, hereinafter referred to as the “Department,” hereby notifies _____, hereinafter referred to as the “Recipient,” that pursuant to the terms and conditions of the above numbered grant solicitation the Department has determined to provide financial assistance to Recipient in the amount specified below. Recipient’s acceptance of said financial assistance constitutes an agreement by Recipient to the terms and conditions contained in the solicitation, unless expressly modified in this Award Letter or attachments, if any. As a result of Department’s offer of financial assistance and Recipient’s acceptance of the assistance the parties enter into an Agreement consisting of the following documents: this Award Letter and attachments, if any; the Approved Budget; the Grant Solicitation identified above; the Recipient’s Application and Proposal; and _____. In the event of a conflict among the provisions of the various documents the priority of interpretation shall be given in the same order in which the documents were enumerated in the preceding sentence, with the highest priority being accorded to the Award Letter and its attachments, if any.

Section I. Recipient Agrees to Certain Terms and Conditions

The Recipient expressly acknowledges its agreement to the Grant Agreement Terms & Conditions contained in Appendix VI of the grant solicitation.

Section II. Amount of Financial Assistance

The Department shall provide financial assistance to the Recipient in an amount not to exceed _____. The State of Florida’s obligation to pay this amount is contingent upon an annual appropriation by the Legislature and the availability of funds. The Recipient shall provide records to the Department evidencing that all funds provided by this agreement have been used for the purposes, and in the amounts, described in the Approved Budget. The Recipient shall vary from the Approved Budget only with the prior written consent of the Department which must be obtained in each separate instance.

Section III. Representatives of the Parties

Official Payee and Representatives (Names, Addresses, Telephone Numbers, and e-mail addresses):

1. The Recipient name, as shown on this agreement, and mailing address of the official payee to whom the payment shall be made is:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____ ext: _____

2. The name of the contact person and street address where Recipient’s financial and administrative records are maintained is:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____ ext: _____

e-mail: _____

3. The name, address, telephone number and e-mail address of the grant manager for the department for this agreement is:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____ ext: _____

e-mail: _____

4. The name, address, telephone number and e-mail of the representative of the Recipient responsible for administration of the program under this agreement is:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____ ext: _____

e-mail: _____

Recipient CEO/CFO e-mail: _____

Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Agreement.

Section IV. Termination

This agreement may be terminated by either party without cause upon no less than 30 calendar days written notice to the other, said notice to be delivered by the U.S. Postal Service, or an expedited delivery carrier with evidence of completed delivery in either instance. In the event funds used to support this agreement become unavailable the Department may terminate this agreement upon no less than 24 hours notice, in writing, to the Recipient. In the event the Recipient fails to comply with the terms and conditions of this agreement the Department may terminate the agreement upon no less than 24 hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Recipient. The Department must specify in its notice the circumstances

and conditions pertaining to the termination for failure to comply. The department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance nor shall the department's waiver of any one breach of any provision of this agreement be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the department's right to remedies at law or in equity

Section V. Duration of the Grant Agreement

This Agreement shall begin on the date on which the last of the parties affixes its signature and shall end on _____ unless otherwise terminated in accordance with Section IV.

Section VI. Notice

Any notice that is required under this agreement shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the recipient responsible for administration of the grant, to the designated address contained in this agreement.

Section VII. Modification, Amendment, and Entirety of the Agreement

This agreement may only be modified or amended in writing with such modifications or amendments duly signed by both parties. This agreement and its attachments, _____, and any referenced exhibits, together with any documents incorporated by reference, constitute the entirety of the agreement. There are no other terms or conditions other than those contained herein. This agreement supersedes all previous communication and representations. If any term or condition is legally determined to be unenforceable all remaining terms and conditions remain in full force and effect.

By signing this agreement the parties agree they have read and agree to the entirety as described above.

IN WITNESS THEREOF, the parties have caused this ___ page agreement to be executed below.

RECIPIENT:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature:

Signature:

Print/Type

Print/Type

Name:

Name:

Title:

Title:

Date:

Date:

STATE AGENCY 29 DIGIT FLAIR CODE: _____

Federal Tax ID # (or SSN): _____

Recipient Fiscal Year Ending Date: ___/___/___.

DEPARTMENT OF CHILDREN AND FAMILIES STANDARD GRANT AGREEMENT TERMS & CONDITIONS

I. THE RECIPIENT AGREES:

A. Grant Agreement

It will comply with the provisions of the Department's grant solicitation identified above and will perform all activities, terms, and conditions, described by the Recipient in its response thereto, unless otherwise specifically superseded by the provisions set forth in any attachments or exhibits to this agreement. If the Recipient submitted an unsolicited grant application to the Department, the Recipient shall perform all activities, terms, and conditions, described by the Recipient in its application unless otherwise specifically superseded by the provisions set forth in any attachments or exhibits to this agreement.

B. State of Florida Law, Jurisdiction, and Venue

This agreement is executed and entered into the State of Florida and shall be construed, performed, and entered in all respects in accordance with the Florida law including provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract. Venue is the appropriate state court in Leon County, Florida.

C. Federal Law and Prohibitions Against Lobbying

If this agreement is funded by the use of federal funds the Recipient shall comply with any and all of the provisions of federal law and regulation including, but not limited to 45 CFR, Parts 74 and 92, the Clean Air Act and Federal Water Pollution Control Act as applicable, the Energy, Policy and Conservation Act (Public Law 94-163) and any Executive Orders pertaining to the use of the grant funds. No federal funds may be used by the Recipient or its employees or agents for lobbying Congress of the Florida Legislature. The Recipient shall not employ unauthorized aliens. The Recipient shall comply with all laws, orders, and regulations pertaining to Equal Employment Opportunity. If applicable, the Recipient shall comply with the Pro-Children Act of 1994.

D. Audits, Inspections, Investigations, Monitoring, Records, and Retention

The Recipient shall maintain books, records, documents, and electronic storage media, hereinafter "records," sufficient to reflect all income and expenditures of funds provided by the Department under this agreement and to demonstrate the satisfactory performance of all activities required by this agreement. The Recipient shall maintain such records for a period not less than six (6) years after completion or termination of the agreement, unless a longer retention period is mandated by state or federal law or regulation. The Recipient shall make all records available for inspection by the Department, persons duly authorized by the Department, federal authorities, or law enforcement personnel upon demand. At no additional cost to the Department the Recipient shall make and supply such copies of records as may be necessary for investigations, audits, program reviews, and compliance determinations to any organization or person duly authorized to inspect the records. The Recipient shall comply with the requirements of Chapter 119, F.S. The Recipient shall fully cooperate with the Department's agreement monitoring activities.

E. Indemnification and Insurance

To the extent permitted by Florida Law, the Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the Recipient, its agents, employees, partners, or subcontracts, provided, however, that the Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

The Recipient's obligations under the preceding paragraph with respect to any legal action is contingent upon the State or Customer giving the Recipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Recipient's sole expense, and (3) assistance in defending the action at Recipient's sole expense. The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

The Recipient's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the department negligent shall excuse the Recipient of performance under this provision, in which case the State and Customers shall have no obligation to reimburse the Recipient for the cost of their defense. If the Recipient is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the department under this Section 19 shall be to the extent permitted by law.

The Recipient shall determine the type(s) and extent of liability insurance necessary to provide reasonable financial protection for the Recipient and any persons that may be served or affected by this agreement. The Recipient shall maintain such insurance at its own expense, and shall furnish a copy of the certificate of the existence of such insurance upon request by the Department. The Department reserves the right to require reasonable additional insurance at any time.

F. Risk Prevention and Incident Reporting

If the Recipient provides any services directly to clients, the Recipient shall comply with CFOP 215-6 for establishing risk prevention and reporting any incident listed in CFOP 215-6. The Recipient 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 at telephone number 1-800-96ABUSE. This requirement applies to both the Recipient and its employees.

G. Confidentiality of Client Information

The Recipient shall not use or disclose any information concerning any clients or persons served by occasion of this agreement for any purpose prohibited by state or federal law or regulations except with the prior written consent of a person legally empowered to give that consent or when authorized by law.

H. Assignments and Subcontracts

This contract is for the provision of financial assistance to the Recipient who may not assign the agreement, any portion of this agreement, the activities performed, or any payment. The Recipient may subcontract work relevant to the agreement only with the prior written consent of the Department. The Recipient is responsible for the performance of all actions, work, or duties regardless of whether such consent has been sought or granted. The State of Florida may assign or transfer, in whole or in part, its rights, duties, and obligations to another governmental entity of the State of Florida by giving written notice to the Recipient. Such transfer or assignment does not affect the Recipient's obligation to properly complete work and perform in accordance with the terms of this agreement. The Recipient shall include or cause to be included in subcontracts (at any tier) the substance of all clauses contained in this agreement that mention or describe subcontract compliance.

I. Civil Rights Requirements

The Recipient shall comply with all civil rights laws, regulations, and orders including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Florida Civil Rights Act of 1992, and 45 CFR Parts 80, 83, 84, 90, and 91. The Recipient shall not discriminate against any employee or applicant on the basis of race, color, gender, national origin, disability, age, or marital status.

J. Independent Capacity of the Recipient

The Recipient is an independent contractor. The Recipient shall act as an independent contractor and not as an officer or employee of the State of Florida. The Recipient shall not represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so. The Recipient is not entitled to any benefits reserved for state officers, employees, or personnel, (e.g. leave, retirement, health care) or support services (e.g. office space, supplies, telephone service, clerical support). These provisions apply to the Recipient, its employees, agents, subcontractors, and assigns.

K. Sponsorship and Publicity

The Recipient shall provide appropriate recognition of the role state funds play in publicizing or advertising any program or activities supported by the grant funds. Sponsorship material shall state "Sponsored by (Recipient's name) and the State of Florida Department of Children and Families." The Department's name shall appear in the same size and type letters as that of the Recipient. The Recipient shall not convey, represent, or claim that it is approved or endorsed by the State of Florida or the Department, nor shall it permit others, on its behalf, to do so, whether directly or indirectly. The Recipient is not entitled to use the state's name or mark for any purpose without obtaining prior written consent in each separate instance.

L. Gratuities

The Recipient shall not offer or provide any gift to any Department employee or officer of the State of Florida throughout the period of this agreement and for two years thereafter. The Recipient shall ensure that its employees and subcontractors, if any, comply with this prohibition.

M. Patents, Copyrights, and Royalties

If any patent arises or is developed, in whole or in part, as the result of the funds awarded by this agreement, the Recipient agrees that it will refer the patent to the Florida Department of State to determine whether patent protection will be sought in the state or federal government's name. All copyrighted materials produced or arising as a result of the funds awarded by this agreement are hereby reserved to the State of Florida or federal government and shall be referred to the Department of State. The Recipient shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Recipient's products or a Customer's operation or use of Recipient's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Recipient's opinion is likely to become the subject of such a suit, the Recipient may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Recipient shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

N. Information Security Obligations

The Recipient shall designate an appropriately skilled individual to act as its Data Security Officer who shall act as a liaison to the Department's security staff and who will establish and maintain an appropriate level of security for all data related to this agreement collected or obtained by the Recipient. The Recipient shall provide necessary data security training to its employees and affiliates. Recipient employees who have access to departmental information shall comply with CFOP 50-2 and shall sign the security agreement forms described therein.

O. Health Insurance Portability and Accountability Act

The Recipient shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d) as well as all regulations promulgated pursuant to the act (45 CFR Parts 160, 162, and 164).

P. Emergency Preparedness

If the Recipient provides any services directly to clients, the Recipient shall develop and submit to the Department an emergency preparedness plan not later than 30 days after execution of this agreement and updated plans shall be submitted at least annually thereafter. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. The emergency preparedness plan shall, if implemented, enable the Recipient to continue functioning, assure the safety and well-being of clients served, and ensure that the Department is fully informed at all times.

Q. Whistleblower's Act Requirements

In accordance with section 112.3187(2), Florida Statutes (F.S.), agencies or independent contractors shall not retaliate against an employee for reporting violations of law to an appropriate agency that creates substantial and specific danger to the public's health, safety, or welfare. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. Employees and persons may file with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistleblower's Hotline number at 1-800-543-5353.

R. Support to the Deaf or Hard-of-Hearing

(1) The provider and its partners, subcontractors, and agents shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services Persons with Hearing Impairment."

(2) The provider shall, if the provider or any of its partners, subcontractors, or agents employs 15 or more employees, designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the provider's Single-Point-of-Contact shall be furnished to the department's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.

(3) The provider shall, within 30 days of the effective date of this requirement, contractually require that its partners, subcontractors and agents comply with section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each partner, subcontractor or agent that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.

(4) The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers, its partners, subcontractors, and agents with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

(5) The provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately, but not later than March 12, 2010, with respect to current providers (partners, subcontractors, and agents). The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>.

(6) The provider and its partners, subcontractors, and agents shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The provider shall submit Compliance Reports monthly, not later than the 5th day of each month, to the department's Grant or Contract Manager. The provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

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

II. THE DEPARTMENT AND THE RECIPIENT AGREES AS FOLLOWS:

A. Grant Amount, Funds Disbursement, and Compliance with State Comptroller Requirements

(1) The Department shall provide financial assistance to the Recipient in an amount not to exceed the amount stated in the Award Letter, if any. The State of Florida's obligation to pay this amount is contingent upon an annual appropriation by the Legislature and the availability of funds. The Recipient shall provide records to the Department evidencing that all funds provided by this agreement have been used for the purposes, and in the amounts, described in the Recipient's proposed budget.

The Recipient shall vary from the Approved Budget only with the prior written consent of the Department which must be obtained in each separate instance.

(2) The parties shall comply with Section 215.97, F.S. Expenditures of state financial assistance shall comply with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures. All funds charged to this agreement must be allowable and must result from obligations incurred during the term of the agreement. Any balances or unobligated cash that have been advanced or paid that are not authorized for retention for direct program costs in a subsequent period must be refunded to the Department.

B. Return of Funds

The Recipient shall promptly return to the Department any overpayments due to unearned funds, disallowed or ineligible expenditures, or accounting or record keeping errors. The Recipient shall return such excess funds immediately upon discovery by it or its employees or upon receiving written notice from the Department.

C. Termination

This agreement may be terminated by either party without cause upon no less than 30 calendar days written notice to the other, said notice to be delivered by the U.S. Postal Service, or an expedited delivery carrier with evidence of completed delivery in either instance. In the event funds used to support this agreement become unavailable the Department may terminate this agreement upon no less than 24 hours notice, in writing, to the Recipient. In the event the Recipient fails to comply with the terms and conditions of this agreement the Department may terminate the agreement upon no less than 24 hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Recipient. The Department must specify in its notice the circumstances and conditions pertaining to the termination for failure to comply. The department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance nor shall the department's waiver of any one breach of any provision of this agreement be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the department's right to remedies at law or in equity.

D. Severability

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

E. Modification, Amendment, and Entirety of the Agreement

This agreement may only be modified or amended in writing with such modifications or amendments duly signed by both parties. The Award Letter, and any referenced exhibits, together with any documents incorporated by reference in the Award Letter, constitute the entirety of the agreement. There are no other terms or conditions other than those contained herein. This agreement supersedes all previous communication and representations between the parties or their representatives.

AUDIT ATTACHMENT

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS**PART I: FEDERAL REQUIREMENTS**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures

for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

PART III: REPORT SUBMISSION

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

- A. Contract manager for this contract (2 copies)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

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

Email address: single_audit@dcf.state.fl.us

- C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:
<http://harvester.census.gov/fac/collect/ddeindex.html>
and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

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

The following material was excerpted from the HUD ESG Deskguide.

Documentation of Homelessness

Documentation of participants' homelessness situation is an equally important aspect of ESG project management. ESG recipients are required to maintain adequate documentation of homelessness status to determine the eligibility of persons served by HUD's homeless assistance programs. The documentation is typically obtained from the participant or a third party at the time of referral, entry, intake or orientation to the ESG-funded project. A copy of the documentation should be maintained in the client file.

How is Homelessness Defined?

HUD defines homelessness using the following definition: A homeless person is someone who is living on the street or in an emergency shelter, or who would be living on the street or in an emergency shelter without HUD's homelessness assistance. A person is considered homeless only when he/she resides in one of the places described below:

- In places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, on the street;
- In an emergency shelter;
- In transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters;
- In any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution;
- Is being evicted within a week from a private dwelling unit and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing or their housing has been condemned by housing officials and is no longer considered meant for human habitation;
- Is being discharged within a week from an institution in which the person has been a resident for more than 30 consecutive days and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing; or
- Is fleeing a domestic violence housing situation and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.

Documentation for Homeless Prevention Activities

For homeless prevention activities, the recipient organization must obtain evidence of an eviction, foreclosure, or utility termination notice(s) and evidence that the inability to pay was sudden, necessary to prevent homelessness, and resumption of payment is reasonably expected within the near future. Evidence would include, for example, notice of termination from the utility provider, court documents indicating that eviction was imminent or foreclosure documents indicating that foreclosure proceedings were pending. "Sudden" loss of income means, for example, the loss of a job, or the inability to work due to illness.

Homelessness Documentation

As described above, HUD encourages that ESG-funded recipients maintain adequate documentation to determine the eligibility of persons served by HUD's homeless assistance programs. Below, this Guide provides recommendations on documentation of homelessness.

The degree of documentation of homelessness depends on the type of short- or long-term shelter provided. Projects providing short-term emergency shelter or support services only need a lower standard of proof of the person's prior living situation.

Short-Term Emergency Shelter/Services

Situation	Documentation
Persons living on the street	Projects may provide short-term shelter and/or services - such as outreach, food health care, and clothing - to persons who reside on the streets or who are otherwise homeless. In these cases, it is not feasible to require documentation for each person obtaining such services offered by the project. It is sufficient for the grantee/recipient staff to confirm that the persons served, indeed, reside on the street or are otherwise homeless.

Long-Term Emergency Shelter/Transitional Housing

Situation	Documentation
Persons living on the street or in short-term emergency shelter	Information should be obtained to indicate that the participant is living on the street or in short-term emergency shelter. This may include names of organizations or outreach workers who have assisted them in the past, whether the client receives any general assistance checks and where the checks are delivered, or any other information regarding the participant's activities in the recent past that might provide documentation. If unable to verify that the person is living on the street or in short-term emergency shelter, the participant or a staff person may prepare a short written statement about the participant's previous living place. The participant should sign the statement and date it.
Persons coming from transitional housing for homeless persons	Obtain written verification from the transitional housing staff that the participant has been residing at the transitional housing facility. The verification should be signed and dated by the referring agency personnel. Also obtain written verification that the participant was living on the streets or in an emergency shelter prior to living in the transitional housing facility (see above for required documentation for emergency shelter), or was discharged from an institution or evicted from a private dwelling prior to living in the transitional housing and would have been homeless if not for the transitional housing (see below for required documentation for eviction from a private dwelling).
Persons being evicted from a private dwelling	<p>Obtain evidence of formal eviction notice indicating that the participant was being evicted within a week before receiving homeless assistance. Also obtain information on the participant's income and efforts made to obtain housing and why, without the homeless assistance, the participant would be living on the street or in an emergency shelter.</p> <p>If the participant's family is evicting, a statement describing the reason for eviction must be signed by the family member and dated. In other cases where there is no formal eviction process, persons are considered evicted when they are forced out of the dwelling unit by circumstances beyond their control. In those instances, obtain a signed and dated statement from the participant describing the situation. The grantee/recipient must make efforts to confirm that these circumstances are true and have written verification describing the efforts and attesting to their validity. The verification should be signed and dated.</p>
Persons from a short-term stay (up to 30 consecutive days) in an institution who previously resided on the street or in an emergency shelter	Obtain written verification from the institution's staff that the participant has been residing in the institution for less than 31 days and information on the previous living situation. See above for guidance.

<p>Persons being discharged from a longer stay in an institution</p>	<p>Obtain evidence from the institution's staff that the participant was being discharged within the week before receiving homeless assistance. Obtain information on the income of the participant, what efforts were made to obtain housing and why, without the homeless assistance, the participant would be living on the street or in an emergency shelter.</p>
<p>Persons fleeing domestic violence</p>	<p>Obtain written verification from the participant that he/she is fleeing a domestic violence situation. If a participant is unable to prepare verification, the grantee/recipient may prepare a written statement about the participant's previous living situation for the participant to sign and date.</p>

APPENDIX IV

Note to clerk of the circuit court: The intangible personal property evidenced by this instrument is owned by the State of Florida or a political subdivision or agency of the State of Florida and pursuant to Section 199.183, Florida Statutes, is exempt from the nonrecurring intangible personal property tax imposed by Chapter 199 Florida Statutes

MORTGAGE LIEN AND SECURITY AGREEMENT

In consideration of an Emergency Shelter Grant (the "Grant"), by the State of Florida Department of Children and Family Services (the "Department") to _____

(the "Grantee") in the amount of \$ _____, as provided for in the Emergency Shelter Grant Agreement (the "Grant Agreement") between the Department and the Grantee for Grant Number _____, for the renovations to, and/or construction of improvements on, the following described property, the Grantee, and the other undersigned, if any, having any interest in the hereinafter described and defined Property, hereby mortgage and grant a lien to the Department, whose mailing address is 1317 Winewood Blvd., Tallahassee, Florida 32399, on all of his, hers, its, or their rights, title and interests in and to the land and real property located in _____ County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof (said land and real property and the other matters referred to in the next phrase being hereinafter collectively referred to as the "Property"), together with all existing or subsequently erected or affixed buildings, improvements, and fixtures; tenements and hereditaments; easements; appurtenances; and all other rights, royalties, and profits, including without limitation all mineral, oil, gas, and similar matters (subject and subordinate, however, to the lien of the prior mortgage in favor of _____, recorded in O.R. Book _____, beginning at Page _____ in the Public Records of _____ County, Florida).

Check the appropriate item below:

____ (a) The Grantee owns the Property; or

____(b) The Grantee does not own the Property, in which case (i) _____ (the

"fee owner") is the owner of the Property and joins in the execution of this instrument for the purpose of subordinating his, her, or its fee simple interest in the Property to the lien of this instrument, and the Grantee has a leasehold interest in the Property pursuant to a lease with the fee owner, which lease or a short form or memorandum thereof, is of record in O. R. Book

_____, beginning at Page _____, in the Public Records of _____ County Florida and (ii) this instrument encumbers Grantee's leasehold interest in the Property.

The Grantee and the other undersigned, if any, having any interest therein also hereby grant to the Department a security interest under the Florida Uniform Commercial Code-Secured Transactions, Chapter 679, F.S., in all fixtures; plumbing, heating, air conditioning and other equipment; building materials, appliances, floor and window coverings, and any personalty, purchased or to be purchased with the Grant to be located on and/or used in connection with the Property and/or the improvements and renovations to the Property to be made pursuant to the Grant, including but not limited to those items described in **Exhibit "B"** attached hereto and made a part hereof.

This instrument is given to secure (a) the payment and performance of all obligations of the Grantee under the Grant Agreement, **(b)** the Department's Interest (as hereafter defined) in the Property, and **(c)** the payment and performance of all obligations hereunder. The "**Department's Interest**" shall be or deemed to be an amount equal to the amount of the Grant proceeds that have been disbursed to the Grantee from time to time, plus all other cost, fees, and expenses owed by the Grantee, or for which the Grantee is are liable, under this instrument and the Grant Agreement.

The Department's Interest shall be, or at the time that it is to be determined shall be deemed to have been, proportionately reduced and subsequently vacated over a 10 year period (the "**Term**") of amortization unless the lien of this mortgage is satisfied before that time or if before that time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of **section 18** below. The Term shall commence on the date of the execution of this instrument and end on the date that is 10 years from the date of the completion of the improvements to be made pursuant to the Grant as evidenced by a notice of the completion of said improvements approved by the Department and recorded in the Public Records of the County in which the Property is located.

As a condition of receipt of state funding for this renovation, and/or construction the undersigned agree that **(a)** if the Property is disposed of before the Department's Interest is vacated or **(b)** at the time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of **section 18** below, an amount calculated as set forth in **section 10** below shall be immediately due and payable by the Grantee to the Department, without any interest thereon except in the event of default under this instrument or as otherwise expressly provided for in this instrument. If the Grantee fails to pay all such sums to the Department, immediately upon any disposition of the Property or otherwise when due, from and after the date that the Department declares a default hereunder such sums shall bear interest at the highest rate permitted by law and such interest shall also be immediately due and payable by the Grantee to the Department.

The Grantee further agrees:

1. To keep the Property insured by such insurers, against such perils, in such forms (including without limitation forms that include loss payable provisions acceptable to and in favor of the Department and naming the Department as an additional insured), with such provisions requiring the insurer to give the Department at least 30 days prior written notice of any changes in the policy or coverage or any intent to cancel or not renew the policy, and for such amounts, as the Department may from time to time approve, determine, and advise Grantee of and shall furnish to the Department evidence thereof that is satisfactory to the Department.

2. To pay all taxes, assessments, and other costs and charges that may become a lien on the Property and all documentary stamp or other excise taxes due in connection with the execution and delivery of this instrument as they become due (and in all events prior to delinquency), and furnish to the Department evidence thereof that is satisfactory to the Department.
3. To comply with all laws, ordinances, rules, regulations, procedures, guidelines and standards pertaining to the Property, including without limitation all environmental laws, ordinances, rules, and regulations; and to obtain, keep, and maintain all permits and licenses necessary for the construction, renovation, repair, and operation of the Property and the business to be conducted on the Property for the purposes for which the Grant has been made. Also to comply with all laws, ordinances, rules, regulations, procedures, guidelines and standards pertaining to the Grant.
4. To pay all persons or firms performing any work or supplying any materials for the construction and/or renovation of improvements on or the maintenance or repair of the Property and all other persons and firms who may have construction lien or other statutory lien rights for the performance of work or services relating to the Property as and when all sums therefor are due and payable.
5. To pay and perform all obligations under any other prior or superior mortgages, liens, or encumbrances as they become due (and in all events prior to delinquency), not to create, suffer, or permit any subsequent liens or mortgages on the Property without the Department's prior written consent, to keep the Property free and clear of all other liens and encumbrances, including without limitation all construction liens and other statutory liens for the performance of work or services relating to the Property.
6. To keep the Property free and clear of all pollutants, hazardous materials, and waste, including without limitation petroleum products, with the exception of legally permitted and properly stored materials in reasonable amounts customarily used in the construction, renovation, use, and operation of similar property.
7. To maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.
8. During the term of this instrument, not to sell, transfer, mortgage, or assign its interest in the Property or in the property subject to the security interest under the Florida Uniform Commercial Code-Secured Transactions, unless the Department, in its sole discretion, whether reasonable or not, approves the sale, transfer, mortgage, or assignment.
9. To continue the operation, maintenance, repair, and administration of the Property in accordance with the purposes for which the funds of the Grant were originally appropriated and the terms of the Grant Agreement, and for the length of the Term.
10. (a) If Grantee fails to comply with **Section 9** above, or (i) if the Property is disposed of before the Department's Interest is vacated, or (ii) at the time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of **section 18** below, the Grantee shall pay to the Department, no later than upon demand by the Department, without any interest thereon except in the event of default under this instrument or as otherwise expressly provided for in this instrument, an amount equal to the Department's Interest, as adjusted by amortization.

(b) If the Grantee fails to pay all such sums when due to the Department, then from and after the date that the Department declares a default hereunder such sums shall bear interest at the highest rate permitted by law and such interest shall also be immediately due and payable by the Grantee to the Department.

11. All such sums recovered by the Department pursuant to section 10 above or section 13 below, or upon the exercise of any of its remedies under this instrument, the Grant Agreement, or otherwise available to the Department at law or in equity, shall be applied first to reimburse the Department for all costs of exercising its remedies, including without limitation attorneys' fees through all trial and appellate levels and in any insolvency proceedings, together with interest thereon at the rate provided for in section 55.03 Florida Statutes, then to reimburse the Department for any sums advanced by the Department pursuant to section 15 below and interest thereon at the rate provided for in section 55.03 Florida Statutes, and then shall be retained by the Department as program income under the Emergency Shelter Grant Program and be used by the Department for further eligible grant purposes and activities in accordance with 24 CFR Part 576, including without limitation 24 CFR 576.67.

12. The Grantee shall indemnify, defend, and hold the Department harmless from and against any and all claims or demands for damages resulting from personal injury, including death or damage to property, arising out of or relating to the Property or the use of the Grant money.

13. Grantee shall return to the Department any portion of the Grant money received that is not necessary for the cost of the improvements, renovations, and personalty, for which the Grant was awarded.

14. At all times in which Grant money is being disbursed and during any term or period of construction or renovation of improvements on the Property and until such time as the Grant money is fully and properly spent according to the Grant, the Grantee shall obtain a blanket fidelity bond, in the amount of the Grant, issued by a company authorized and licensed to do business in this state and approved by the Department, which will reimburse the Department in the event that anyone handling the Grant moneys either misappropriates or absconds with the Grant moneys, and in form requiring the surety to give the Department at least 30 days prior written notice of any intent to cancel or not renew the bond. All employees handling the Grant moneys must be covered by the bond.

15. If any obligation hereunder or under the Grant Agreement is not timely paid or performed, or in the event of any breach of any warranty hereunder or under the Grant Agreement, in addition to all other remedies, the Department may, but is not obligated to, pay or perform the obligation and cure the breach and the costs thereof shall bear interest at the highest rate permitted by law. Such costs and interest thereon shall be secured by this instrument and be immediately due and payable and paid by Grantee to the Department upon demand by the Department.

16. If any action or proceeding is commenced that in the opinion of the Department would materially affect the Department's interest in the Property, the Department may, but is not obligated to, take any actions the Department deems appropriate to protect its interest in the Property and the costs thereof shall bear interest at the highest rate permitted by law. Such costs and interest thereon shall be secured by this instrument and be immediately due and payable and paid by Grantee to the Department upon demand by the Department.

17. Grantee warrants that **(a)** if Grantee is not a governmental entity it is a Florida corporation not-for-profit organized and existing under the Florida Not For Profit Corporation Act and exempt from taxation under Section 501(C)(3) of the United States Internal Revenue Code of 1987, **(b)** Grantee and all persons or firms having any ownership interest in the Property have joined in the execution and delivery of this instrument and have good and marketable fee simple title to the Property free and clear of all other liens and encumbrances other than governmental taxes, assessments, and charges not yet due and payable and any other matter consented to by the Department in writing, **(c)** each of the undersigned has the full right, power, and authority to execute and deliver this instrument to the Department and this instrument has been validly executed by each of them, **(d)** this instrument constitutes a valid lien and encumbrance on the good and marketable fee simple title to the Property and the good and marketable title to the property encumbered by the security interest under the Florida Uniform Commercial Code-Secured Transactions granted by this instrument, including without limitation the property described in Exhibit "B" attached hereto, free and clear of all other liens and encumbrances other than governmental taxes, assessments, and charges not yet due and payable and any other matter consented to by the Department in writing, and **(e)** with the exception of such matters it will defend the title to the Property and such other property and the priority of the lien of this instrument thereon against the claims of all other persons or firms.

18. Upon **(a)** the failure of any obligation under this instrument or the Grant Agreement to be timely paid and performed and/or the breach by the Grantee of any term or condition under this instrument or the Grant Agreement; **(b)** the death or dissolution of any of the undersigned; **(c)** the insolvency of any of the undersigned, the appointment of a receiver for any part of the property of any of the undersigned, any assignment by or on behalf of any of the undersigned for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against any of the undersigned; or **(d)** any attempt by any governmental agency or entity, any other person or entity that has the power to exercise the power of eminent domain, or any creditor, to attach, levy upon, garnish, or take the Property or any portion or proceeds thereof, the Department may, at its option, declare a default hereunder, declare all sums and obligations hereunder, with interest thereon as hereafter provided, to be immediately due and payable, and exercise any all remedies therefor available at law, in equity, or under this instrument. From and after the date that the Department declares any such default hereunder all sums due hereunder shall bear interest at the highest rate permitted by law. A default under this instrument or the Grant Agreement shall be a default under each and both such instruments.

19. Without limitation, such remedies include **(a)** regardless of whether or not the apparent value of the Property exceeds the amount of the obligations secured hereby by a substantial amount, the right to have a receiver appointed to take possession of all or any part of the Property with the power to protect, preserve, operate and collect any rents from the Property preceding foreclosure or sale, and to apply the proceeds over and above the cost of the receivership, to the obligations secured hereby (the receiver may serve without bond if permitted by law), **(b)** judicial foreclosure of the interests of the undersigned, and **(c)** to the fullest extent permitted by law the right to obtain a judgment for any deficiency remaining in the sums secured hereby after the application of all amounts received by the Department from the exercise of any of the rights provided in this **section 19**, the foregoing **section 18**, and the following **Section 20**.

20. Without limiting the generality of any the foregoing, with respect to the security interest under the Florida Uniform Commercial Code-Secured Transactions, Chapter 679 F.S. granted by

this instrument, the Department shall have all rights and remedies of a secured party under the Florida Uniform Commercial Code-Secured Transactions.

21. All of the Department's remedies hereunder are cumulative and may be exercised alone, together, or in any combination thereof.

22. Immediately upon demand by the Department, the Grantee shall pay to the Department all costs of collection of the obligations and sums set forth herein after referral to a collection agency or attorney, including without limitation an attorney that is a salaried employee of the Department, and also including without limitation reasonable attorneys' fees at trial, on appeal, and in any insolvency proceedings, including without limitation the costs of an attorney that is a salaried employee of the Department, and all costs incurred by the Department in exercising its remedies hereunder. All such costs shall bear interest at the highest rate permitted by law and all such costs and interest thereon are part of the sums secured hereby.

23. The Grantee is personally liable for and obligated to pay and perform, or caused to be paid and performed, and shall pay and perform, or caused to be paid and performed, when due, whether by acceleration or otherwise, all obligations and sums provided for under this instrument. Any other persons or entities who sign this instrument are doing so solely to, and do hereby, encumber, subject, and subordinate his, her, or its interest in the Property, whether as an owner of the real property encumbered by this instrument subject to, and as a lessor under, a lease in favor of the Grantee, by marital or homestead rights or otherwise, to the lien of this instrument and are not personally liable for or obligated to pay or perform any obligations and sums provided for under this instrument. All persons or entities, other than the Grantee, who sign this instrument, whether personally liable hereunder or not, agree that to the fullest extent permitted by law the Department may, without notice to and without his, her, or its consent, deal solely with the Grantee by way of extension, modification, renewal, forbearance or otherwise make other accommodations with regard to the Grant and the terms and provisions of and the obligations and sums under this instrument without affecting or impairing the personal liability of the Grantee or any other party personally liable for the obligations and sums hereunder or the lien or priority of the lien of this instrument on the Property.

24. This instrument contains the entire agreements of the parties with respect to the matters covered hereby and may be modified or amended only by an instrument signed by whoever will be bound or obligated by the modification or amendment. No rights of the Department hereunder shall be construed to have been waived unless waived in writing by an instrument signed by the Department and any such written waiver shall not apply to any other right of the Department hereunder or any future exercise of any such rights waived in the written instrument unless so expressly stated in the written instrument signed by the Department.

25. This instrument shall be governed and construed by any applicable federal law and to the extent not preempted by federal law by the laws of the State of Florida without regard to its conflicts of laws provisions.

26. If any provision of this instrument is found by a court of competent jurisdiction to be invalid or unenforceable, or invalid or unenforceable in any particular circumstances, no such invalidity or unenforceability shall affect or impair the validity or enforceability of such provision in other permissible circumstances or the validity or enforceability of any other provision of this instrument

27. Without the written consent of the Department recorded in the Public Records in the County in which this instrument is recorded, there shall be no merger of the interest or estate created by this instrument and any other interest or estate in the Property at any time held by the Department in any capacity.

28. This instrument shall inure to the benefit of and be binding upon the parties, their respective heirs, personal representatives, successors, and permissible successors in title and assigns, and in the event that any one or more of them hereafter become the owner of the Property the Department may, without notice to or consent by any of the undersigned, deal with any such owner or owners by way of extension, modification, renewal, forbearance or otherwise make other accommodations with regard to the terms and provisions of and the obligations and sums under this instrument without affecting or impairing the personal liability of any party personally liable for the obligations and sums hereunder or the lien or priority of the lien of this instrument on the Property.

29. Wherever used in this instrument all pronouns shall include the feminine, masculine, and neuter gender and the singular shall include the plural and vice versa.

30. Time is of the essence in the payment and performance of the obligations under this instrument.

By the acceptance of this instrument the Department agrees that it shall execute a satisfaction of this instrument in recordable form upon full compliance by the Grantee with the all of the terms of this instrument.

All parties to this instrument hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

In witness whereof, this instrument has been executed as of the ___ day of _____,
20____.

The balance of this page is intentionally left blank. The signature and acknowledgement page follows.

**SIGNATURE PAGE TO THE MORTGAGE LIEN AND SECURITY
AGREEMENT FROM THE UNDERSIGNED TO THE FLORIDA
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

Witness

Company name

Witness printed name

By: _____

Witness

Printed Name

Witness printed name

Title: _____

Address: _____

(ADD SIGNATURE AND WITNESS BLOCKS FOR ANY ADDITIONAL SIGNATORIES)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed, sworn to, and acknowledged before me the ____ day of _____, 20__ by _____, the _____ of and for and behalf of _____
_____. He or she is personally known to me or has produced _____ as identification.

(Seal)

Notary Public, State of Florida

Printed Name

My commission expires:

(ADD ACKNOWLEDGEMENTS FOR ANY ADDITIONAL SIGNATORIES)