RESOLUTION NO. 14-289

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "SECOND AMENDMENT TO AGREEMENT" TO THE "AGREEMENT FOR CITY OF KEY WEST KEYS OVERNIGHT TEMPORARY SHELTER (KOTS)" BETWEEN THE CITY AND THE SOUTHERNMOST HOMELESS ASSISTANCE LEAGUE, INC. (SHAL); PROVIDING FOR AN EFFECTIVE DATE

WHERAS, in Resolution No. 12-096, the City Commission approved an "Agreement for City of Key West Keys Overnight Temporary Shelter (KOTS)," and in Resolution No. 13-095 the Commission approved an amendment to the Agreement, extending the original Agreement on a month-to-month basis; and

WHEREAS, upon the recommendation of City staff, the City Commission finds that a Second Amendment to Agreement is necessary to provide sufficient supporting documentation so that certain eligible expenses paid to SHAL by the City may be reimbursed through a 2013 Emergency Solutions Grant Award; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached "Second Amendment to Agreement," amending the "Agreement for City of Key West Keys Overnight Temporary Shelter," is hereby approved.

Section 2: That the City Manager is authorized to execute the amendment upon the advice and consent of the City Attorney.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 7th day of October, 2014.

Authenticated by the presiding officer and Clerk of the Commission on October 8, 2014.

Filed with the Clerk October 8, 2014.

Mayor Craig Cates	Yes
Vice Mayor Mark Rossi	Absent
Commissioner Teri Johnston	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes
Commissioner Tony Yaniz	Yes

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

EXECUTIVE SUMMARY

TO: James K. Scholl, City Manager
Sarah Spurlock, Assistant City Manager

FROM: Carolyn Sheldon, Senior Grants Administrator

DATE: September 11, 2014

RE: **Approval of the attached Second Amendment to Agreement between the City of Key West and the Southernmost Homeless Assistance League (SHAL). Authorize any necessary budget amendments or transfers associated with the Second Amendment. Authorize the City Manager to execute the Second Amendment to Agreement.**

ACTION STATEMENT:
This resolution will approve the attached Second Amendment to Agreement between the City of Key West and the Southernmost Homeless Assistance League (SHAL). Also, this resolution will authorize any necessary budget amendments or transfers associated with the Second Amendment and authorize the City Manager to execute the Second Amendment to Agreement.

BACKGROUND:
A second amendment to the City's agreement with SHAL is needed to provide sufficient supporting documentation for the 2013 Emergency Solutions Grant (ESG) awarded to the City for the operation and maintenance of the Keys Overnight Temporary Shelter (KOTS). The grantor is requiring the SHAL Agreement to be amended to include expenses not currently in the Agreement and to ensure SHAL, as the City's KOTS manager/operator (subcontractor), is required to comply with subcontractor grant requirements as described in ESG Contract #KPZ19.

The original Agreement with SHAL was entered into on October 1, 2011 and ended September 30, 2012 (Resolution 12-096). The First Amendment to Agreement, entered into on August 9, 2013, extends the original Agreement on a month to month basis until such time the City Commission determines the daily management of KOTS should be solicited and made available to other qualified service providers (Resolution 13-095).

PURPOSE AND JUSTIFICATION:
For Fiscal Year 2015, the City is allocating $444,118.00 (plus utilities and repairs/maintenance) for SHAL to manage/operate KOTS. With the 2013 ESG grant, the City can be reimbursed up to $54,442.00 of eligible expenses for the operation of KOTS. Of the $54,442.00 grant funding, up to $52,273.00 may be paid to SHAL for case management, maintenance/supplies and equipment. These costs were not included in the SHAL Agreement. The remaining amount of $2,169.00 of the grant funding is for the City's administrative costs.

The Emergency Solutions Grant requires matching funds of an equal amount, dollar for dollar.

OPTIONS / ADVANTAGES / DISADVANTAGES:
1. The City Commission can approve the Second Amendment to Agreement between the City of Key West and the Southernmost Homeless Assistance League (SHAL). Included in the Second Amendment is an amount of up to $52,273.00 of eligible expenses that may be paid to SHAL for expenses reimbursable by the 2013 Emergency Solutions Grant (ESG). This will meet the grantor's requirement to provide sufficient supporting documentation for the 2013 ESG grant awarded to the City for the operation and maintenance of the Keys Overnight Temporary Shelter (KOTS).

2. The City Commission can reject the Second Amendment to Agreement between the City of Key West and SHAL. If the City Commission chooses to reject the Second Amendment, the City will not meet the grantor's supporting documentation requirement and any funding from the 2013 ESG grant will not be available for reimbursement of eligible expenses.

FINANCIAL IMPACT:
With the approval of the Second Amendment to Agreement, grant revenue Account 001-0000-331.69-00 will increase by $2,169.00, the amount for the City's administration costs. Grant revenue of $52,273.00 is currently budgeted in Fiscal Year 2015. The essential services and operations expenditures funded by the 2013 Emergency Solutions Grant (ESG) are budgeted in Fiscal Year 2015, Account 001-6901-569.34-00.

RECOMMENDATION:
Staff recommends that the City Commission select Option 1, approving the Second Amendment to Agreement between the City of Key West and the Southernmost Homeless Assistance League (SHAL).

SECOND AMENDMENT TO AGREEMENT

This Amendment to Agreement is entered into this _____ day of _____, 2014, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and the Southernmost Homeless Assistance League, Inc., a non-profit Florida corporation qualified pursuant to United States Internal Revenue Service regulations as a 501(c)(3) tax exempt charitable organization (hereinafter "SHAL").

WITNESSETH

WHEREAS, CITY and SHAL entered into an Agreement on the 1st day of October, 2011, (the "Agreement"), pertaining to SHAL's management of the day-to-day operation of the facility commonly known as the Keys Overnight Temporary Shelter, a copy of which is attached hereto, incorporated by reference, and more particularly described as Exhibit "A"; and

WHEREAS, the Agreement expired on September 30, 2012; and

WHEREAS, on April 2, 2013, the City Commission of the City of Key West, Florida, passed Resolution No. 13-095, authorizing the City Attorney to negotiate and draft an amendment to the Agreement extending the term of the Agreement on a month-to-month basis pending construction of the new temporary shelter; and

WHEREAS, CITY and SHAL entered into a First Amendment to Agreement on the 9th day of August, 2013, amending the Agreement to extend the term of the Agreement, a copy of which is attached hereto, incorporated by reference, and more particularly described as Exhibit "B"; and

WHEREAS, on July 2, 2014, the City Commission of the City of Key West, Florida, passed Resolution No. 14-184, authorizing acceptance of Grant Agreement #KPZ19 from the State of Florida, which grant includes funds for case management and is attached hereto and more particularly described as Exhibit "C"; and

WHEREAS, CITY and SHAL desire to amend the Agreement to reflect the total amount of compensation due SHAL, including the funds for case management.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and SHAL agree to modify the Agreement as follows:

RECITALS: That the above recitals are true and correct and made a part hereof;

Section 1: Paragraph 5(B) of the Agreement, as amended by the First Amendment to Agreement, pertaining to financial obligations of City, is hereby deleted in its entirety and replaced with the following:

City shall pay to SHAL in accordance with Paragraph 5(C) below based on an annual sum of $444,118 as budgeted for in FY 2014 and FY 2015 and on an annual sum as budgeted by the CITY for following fiscal years in addition to the amount of up to $52,273, which includes funding for case management and equipment and maintenance/supplies in Grant Agreement #KPZ19 for the duration of the grant in FY 2014 and FY2015.

Section 2: Paragraph 13 of the Agreement, pertaining to subcontract compliance, is hereby deleted in its entirety and replaced with the following:

Subcontract Compliance. City has entered into a grant agreement with the Florida Department of Children and Families, Emergency Shelter/Shelter Facilities, (Grant Agreement #KPZ19), a copy of which is attached hereto as Exhibit C. Pursuant to the Grant Agreement, City shall include or cause to be included in subcontracts the substance of all clauses contained in the Grant Agreement that mention or describe subcontract compliance. Reporting requirements to comply with Grant Agreement #KPZ19 apply to SHAL as the operator/subcontractor for the City.

Section 3: Except as modified herein, the Agreement, as amended by the First Amendment to Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement on the date first written above.

CITY OF KEY WEST, FLORIDA

By: _____
Sarah Spurlock, Acting City Manager

ATTEST:

Susan P. Harrison

Susan P. Harrison
Sr. Deputy City Clerk

SOUTHERNMOST HOMELESS ASSISTANCE LEAGUE, INC.

_____
Witness

By: _____
Alan Teitelbaum, Chairman

_____
Witness

17. Amendment to Agreement. No modification of the Agreement shall be valid unless in writing, executed by the parties of this Agreement.

18. Governing Law. The validity, meaning and effect of this Agreement shall be determined according to Florida law. Venue for any legal proceeding including mediation and arbitration shall be Monroe County, Florida.

19. Time is of the Essence. It is specifically declared and agreed that time is of the essence of this Agreement.

20. Notices. Notices required to be given under this Agreement or for any other purpose shall be sent by courier to the address specified above for each party or by certified mail, return receipt requested as follows:

For CITY: City Manager, City of Key West
P.O. Box 1409
Key West, FL 33041-1409

For SHAL: President and Executive Director
Southernmost Homeless Assistance League, Inc.
P.O. Box 2990
Key West, FL 33045-2990

Southernmost Homeless Assistance League, Inc.

Wendy Coles 3/20/2012
Wendy Coles (Date)
President and Executive Director

City of Key West

JS Scholl 20 MARCH 2012
James Scholl (Date)
City Manager

WITNESS:

Angela Budde
(Signature of Witness)

Angela Budde
(Print Name of Witness)

Vivian Perez
(Signature of Witness)

Vivian Perez
(Print Name of Witness)

ATTEST:

Cheryl Smith
Cheryl Smith
City Clerk

RESOLUTION NO. 13-095

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AN AMENDMENT TO THE ATTACHED "AGREEMENT FOR CITY OF KEY WEST KEYS OVERNIGHT TEMPORARY SHELTER (KOTS)" BETWEEN THE CITY AND THE SOUTHERNMOST HOMELESS ASSISTANCE LEAGUE, INC. (SHAL); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, upon the recommendation of City staff, the City Commission finds that it would be expeditious to negotiate a month-to-month extension of the "Agreement for City of Key West Overnight Temporary Shelter" until the location and operating parameters of a to-be-constructed temporary shelter are determined; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That an amendment to the "Agreement for City of Key West Keys Overnight Temporary Shelter," extending the agreement on a month-to-month basis pending construction of the new temporary shelter, is hereby approved.

Section 2: That competitive bidding is waived pursuant to section 2-797(4)b of the Code of Ordinances.

Section 3: That the City Attorney is authorized to negotiate and draft an amendment in conformance with this direction, and the City Manager is authorized to execute the amendment upon the advice and consent of the City Attorney.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 2nd day of April, 2013.

Authenticated by the presiding officer and Clerk of the Commission on April 3, 2013.

Filed with the Clerk April 3, 2013.

CRAIG OATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

CITY MANAGER'S OFFICE
MEMORANDUM

TO: Bob Vitas, City Manager

FROM: Mark Z. Finigan, Assistant City Manager

DATE: March 21, 2013

SUBJECT: Extension of SHAL / CKW KOTS Agreement

ACTION STATEMENT:

Respectfully request City Commission authorize the City Manager to execute an amendment (pursuant to City of Key West Code of Ordinances Section 2-797(4)(b) Best Interest of City) of the Agreement between the City of Key West (CKW) and the Southernmost Homeless Assistance League (SHAL) for the daily management of a temporary homeless center, (referred to as KOTS – Keys Overnight Temporary Shelter) located on Stock Island. Such an amendment would allow for the agreement to extend past the original term expiration of September 30, 2012 on a month to month basis until such time the City Commission determines the daily management of KOTS should be solicited and made available to other qualified service providers. City Manager execution shall be conditioned upon final review by the City Attorney of said amendment.

BACKGROUND:

The original Agreement approved by Resolution No. 12-096 called for a one year management relationship starting October 1, 2011 and ending September 30, 2012. The Agreement did not provide a provision for an extension. Services rendered subsequent to the September 30, 2012 expiration have been at the pleasure of both parties with the understanding that the terms and conditions of the October 1, 2011 through September 30, 2012 Agreement would govern. The requested amendment would allow for the agreement to extend past the original term expiration of September 30, 2012 on a month to month basis.

Code Section 2-797(4)(b) provides for the exemption of contractual services if in the opinion of the City Manager exceptional circumstances exists to exempt such services from competitive bidding. Possible selection of a new KOTS manager/operator is problematic given the current legal issues surrounding the current KOTS location. Additionally, while the City evaluates alternative sites for possible KOTS relocation it is imperative the City considers operational/functional necessities of such sites under

consideration. The current operator is in a unique position to provide the City such critical design considerations. Recommendation would be to defer the solicitation for a long term operator until such time a permanent KOTS site has been selected, designed and constructed.

FINANCIAL IMPACT:

No impact.

RECOMMENDATION:

Approve an amendment which would allow for the Agreement to extend past the original term expiration of September 30, 2012 on a month to month basis until such time the City Commission determines the daily management of KOTS should be solicited and made available to other qualified service providers. City Manager execution shall be conditioned upon final review by the City Attorney of said amendment.

FIRST AMENDMENT TO AGREEMENT

This Amendment to Agreement is entered into this 9th day of August, 2013, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and the Southernmost Homeless Assistance League, Inc., a non-profit Florida corporation qualified pursuant to United States Internal Revenue Service regulations as a 501(c)(3) tax exempt charitable organization (hereinafter "SHAL").

WITNESSETH

WHEREAS, CITY and SHAL entered into an Agreement on the 1st day of October, 2011, (the "Agreement"), pertaining to SHAL's management of the day-to-day operation of the

Section 3: Paragraph 4.B. of the Agreement, pertaining to reporting obligations of SHAL, is amended by adding "and subsequent Fiscal Years" after the phrase "Fiscal Year 2011-2012".

Section 4: Paragraph 5.B. of the Agreement, pertaining to financial obligations of the City, is amended by adding the following at the end of the existing provision:

> The CITY shall likewise make payment on an annual sum of $444,118 as budgeted for FY 2012-2013 and on an annual sum as budgeted by the CITY for following fiscal years.

Section 5: Paragraph 6 of the Agreement, pertaining to termination, is hereby deleted in its entirety and replaced with the following:

> Either party may terminate this Agreement at any time upon thirty (30) days' notice in writing to the other party. SHAL agrees to return unexpended advanced funds to CITY within thirty (30) days of the termination.

Section 6: Except as modified herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on the date first written above.

CITY OF KEY WEST, FLORIDA

By: _____
Bogdan Vitas, City Manager

SEAL OF THE CITY OF KEY WEST, FLORIDA

_____
Cheryl Smith, City Clerk

SOUTHERNMOST HOMELESS ASSISTANCE LEAGUE, INC.

_____
Witness

By: _____
G. Lee Skillington, Executive Director

_____
Witness

RESOLUTION NO. 12-096

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED ONE-YEAR "AGREEMENT FOR CITY OF KEY WEST KEYS OVERNIGHT TEMPORARY SHELTER (KOTS)" BETWEEN THE CITY AND THE SOUTHERNMOST HOMELESS ASSISTANCE LEAGUE, INC. (SHAL); PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached "Agreement for City of Key West Keys Overnight Temporary Shelter" is hereby approved.

Section 2: That competitive bidding is waived pursuant to section 2-797(4)b of the Code of Ordinances.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20 day of March, 2012.

Authenticated by the presiding officer and Clerk of the Commission on March 21, 2012.

Filed with the Clerk March 21, 2012.

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

CITY MANAGER'S OFFICE
MEMORANDUM

TO: Jim Scholl, City Manager

FROM: Mark Z. Finigan, Assistant City Manager

DATE: March 5, 2012

SUBJECT: SHAL / CKW KOTS Agreement

ACTION STATEMENT:

Respectfully request City Commission authorize the City Manager to execute an Agreement between the City of Key West (CKW) and the Southernmost Homeless Assistance League (SHAL) for the daily management of a temporary homeless center, (referred to as KOTS – Keys Overnight Temporary Shelter) located on Stock Island.

BACKGROUND:

On August 25, 2011 the Florida Keys Outreach Coalition notified the City of Key West of their intent to terminate a long standing agreement with the City for the operational management of the homeless center. The effective date of the termination would be September 30, 2011. In a September 9, 2011 letter to the City of Key West, SHAL offered its interim management and advisory services to the City of Key West up until such point the City solicited and selected a long term management provider.

The Agreement before the Commission is a one year management relationship starting October 1, 2011 and ending September 30, 2012. Either party may terminate the Agreement at any time upon ninety (90) days' notice in writing to the other party. SHAL agrees to return unexpended advanced funds to CITY within ninety (90) days of the date of termination. All other essential terms and conditions of the Agreement are similar to those conditions found in the previous Agreement with the Florida Keys Outreach Coalition.

FINANCIAL IMPACT:

[redacted]

RECOMMENDATION:

Approve the Agreement between the City of Key West (CKW) and the Southernmost Homeless Assistance League (SHAL) for the daily management of a temporary homeless center, (referred to as KOTS – Keys Overnight Temporary Shelter) located on Stock Island.

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of October, 2011 by and between the City of Key West ("CITY"), a Florida municipal corporation, whose address is 525 Angela Street, Key West, Florida, 33040, and the Southernmost Homeless Assistance League, Inc. ("SHAL"), a non-profit corporation qualified pursuant to United States Internal Revenue Service regulations as a 501(c)(3) tax exempt charitable organization, whose mailing address is P.O. Box 2990, Key West, Florida, 33045-2990.

WHEREAS, pursuant to an interlocal agreement with Monroe County, City of Key West Resolution 09-056, CITY operates a facility for use by homeless persons for a safe zone and overnight temporary shelter located at 5537 College Road called the Keys Overnight Temporary Shelter ("KOTS"); and,

WHEREAS, SHAL is a local not-for-profit organization existing for the purpose of assisting homeless persons; and

WHEREAS, the CITY desires that SHAL manage the day-to-day operation of The Keys Overnight Temporary Shelter (herein referred to as "KOTS" on an interim emergency basis until such time the City selects through a competitive process a long term operator/manager.

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement is effective commencing October 1, 2011, and shall continue in effect through September 30, 2012, unless earlier terminated by either party.

2. Relationship. The parties intend that the relationship between them is that of two independent organizations and entities and that no employer-employee relationship exists or shall develop from the performance of this Agreement. This Agreement gives no rights or benefits to any third party and is exclusively between the City and SHAL. No others person or entity is entitled to rely upon the terms and conditions contained in this Agreement as they are specific and personal obligations of the parties named herein.

3. Scope of Services. SHAL agrees to render management and operational services of the KOTS. The parties agree that SHAL may hire employees and/or agents to assist with the performance of such services.

4. Obligations of SHAL.

A. SHAL will report monthly to the CITY significant operational changes or revised

A. CITY agrees to be responsible for all costs related to the operation of the KOTS facility, including, but not limited to, the sleeping quarters, the office/laundry trailer, utilities, maintenance and repairs of the facility and appliances.

B. CITY shall pay to SHAL in accordance with Paragraph 5. C. below based on an annual sum of $382,100 budgeted by the City of Key West for the FY 2011-12 operation of KOTS.

C. CITY shall make payment to SHAL in equal monthly installments based on the annual budget provided in Paragraph 5. B. which shall be made on or about the 1st day of each month, provided, however, that the CITY shall make an advance payment, representing the two monthly installments for the months of October and November 2011, by or on October 5, 2011 .

D. CITY will add SHAL as an additional covered party in accordance with the PGIT Public Entity Automatic Additional Covered Parties specimen policy that the CITY currently has in place or such other policies at CITY may from time to time obtain in substantial conformity therewith.

6. Termination of Agreement. Either party may terminate this Agreement at any time upon ninety (90) days' notice in writing to the other party. SHAL agrees to return unexpended advanced funds to CITY within ninety (90) days of the date of termination.

7. Authority to Issue Public Statements. To foster effective communication, the Chairman of the Board or the President and Executive Director of SHAL will be the only official spokespersons for SHAL. CITY may designate such spokesperson as City shall in its sole discretion appoint.

8. Assignment of Rights. The rights of each party under this agreement are limited to that party and shall not be assigned or transferred to any other party, firm, corporation, or other entity without the prior, express, and written consent of the other party.

9. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

10. Indemnification

The parties acknowledge that there is currently pending in Monroe County Circuit Court case number 2011-CA-911-K involving the continued operation of KOTS. The City agrees to defend SHAL in the event SHAL becomes a named party by virtue of its operation of the facility under this Agreement. Both City and SHAL agree that their interests in such litigation would be aligned to the extent that they may utilize the same counsel in defense of the suit. Therefore, both parties consent to the representation of the City Attorney's office, or their named designee, in such litigation.

Further, but only to the monetary limits of its own liability pursuant to Florida Statute 768.28, City agrees to defend, indemnify and hold SHAL harmless from all claims related to their operation of KOTS under this Agreement, except that the City shall not be obligated to defend, hold harmless or indemnify SHAL for the negligence, intentional torts or criminal misconduct of SHAL, its employees and agents. This contractual indemnity is specifically capped at the limits of the then existing amounts provided in Florida Statue 768.28. Should the City be required to defend SHAL, it may do so with counsel of the city's choosing in accordance with the conflict provisions of any

applicable Florida Bar Rules of Professional Conduct. Nothing herein is intended to waive the sovereign immunity afforded to the City pursuant to section 768.28 of the Florida Statues.

11. Prior Obligations. SHAL, by entering this agreement, does not assume any of the prior liabilities of the KOTS, including any contracts, obligations or commitments of whatever nature, including but not limited to, agreements with prior service providers, employment agreements, accrued vacation or past wages, contracts for services or goods or such other obligations and SHAL will enter separate agreements for the provision of the same for such services and goods as SHAL requires for implementation of this agreement.

17. Amendment to Agreement. No modification of the Agreement shall be valid unless in writing, executed by the parties of this Agreement.

18. Governing Law. The validity, meaning and effect of this Agreement shall be determined according to Florida law. Venue for any legal proceeding including mediation and arbitration shall be Monroe County, Florida.

19. Time is of the Essence. It is specifically declared and agreed that time is of the essence of this Agreement.

20. Notices. Notices required to be given under this Agreement or for any other purpose shall be sent by courier to the address specified above for each party or by certified mail, return receipt requested as follows:

For CITY: City Manager, City of Key West
P.O. Box 1409
Key West, FL 33041-1409

For SHAL: President and Executive Director
Southernmost Homeless Assistance League, Inc.
P.O. Box 2990
Key West, FL 33045-2990

Southernmost Homeless Assistance League, Inc.

Wendy Coles 3/20/2012
Wendy Coles (Date)
President and Executive Director

City of Key West

JS Scholl 20 MARCH 2012
James Scholl (Date)
City Manager

WITNESS:

Angela Budde
(Signature of Witness)

Angela Budde
(Print Name of Witness)

Vivian Perez
(Signature of Witness)

Vivian Perez
(Print Name of Witness)

ATTEST:

Cheryl Smith
Cheryl Smith
City Clerk

Agreement with SHAL
Second Amendment
Exhibit C

RESOLUTION NO. 14-184

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, ACCEPTING THE ATTACHED 2013 EMERGENCY SHELTER GRANT AGREEMENT #KPZ19 FROM THE STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES IN THE AMOUNT OF $54,442.00; AUTHORIZING A BUDGET INCREASE IN THE AMOUNT OF $54,442.00 TO REFLECT RECEIPT OF GRANT FUNDING TO THE GENERAL FUND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That grant agreement #KPZ19 from the State of Florida Department of Children and Families is hereby approved and accepted.

Section 2: That a budget amendment is authorized to effectuate a change in the FY 13-14 general fund to reflect receipt of the $54,442.00 grant funding.

Section 3: That the City Manager is authorized to execute the contract upon consent of the City Attorney.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 1st day of July, 2014.

Authenticated by the Presiding Officer and Clerk of the Commission on 2nd day of July, 2014.

Filed with the Clerk on July 2, 2014.

Mayor Craig Cates	Yes
Vice Mayor Mark Rossi	Yes
Commissioner Teri Johnston	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes
Commissioner Tony Yaniz	Absent

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

EXECUTIVE SUMMARY

TO: Bob Vitas, City Manager

FROM: Carolyn Sheldon, Senior Grants Administrator

DATE: June 11, 2014

RE: **Approval to accept the 2013 Emergency Shelter Grant (ESG) Contract KPZ19 between the City of Key West and the State of Florida Department of Children and Families in the amount of $54,442.00. Authorize a budget increase in a like amount. Authorize the City Manager to execute Contract KPZ19.**

ACTION STATEMENT:
This resolution will approve the acceptance of the 2013 Emergency Shelter Grant (ESG) Contract KPZ19 between the City of Key West and the State of Florida Department of Children and Families in the amount of $54,442.00. In addition, this resolution will authorize a budget increase to the general fund to reflect receipt of grant funding in the amount of $54,442.00 and authorize the City Manager to execute Contract KPZ19.

BACKGROUND:
The City of Key West operates, under the management of Southernmost Homeless Assistance League, Inc. (SHAL), a temporary homeless center referred to as KOTS or Keys Overnights Temporary Shelter located on Stock Island, adjacent to the Monroe County Sheriff's facilities. Through the City's grant writer, Langton Associates, and with the assistance of the City's operator, SHAL, the City applied for operating assistance from the 2013 Emergency Shelter Grant program administered by the State of Florida Department of Children and Families. Subsequently, the City was notified of

PURPOSE AND JUSTIFICATION:
KOTS was created in 2004 by the City of Key West to provide shelter and showers for a maximum of 140 homeless adults each night. The facility is open from 6:30 p.m. in the evening until 7:30 a.m. the next morning, 365 days during the year. At the time of the grant application, KOTS had served 1,017 people during the period of October 1, 2012 through September 30, 2013, which was an increase of 120 people over the prior year. Most homeless use KOTS intermittently, staying for several days then sleeping elsewhere for several days before returning to KOTS once again.

For Fiscal Year 2014, the City allocated $444,118 (plus utilities and repairs/maintenance) for SHAL to operate its homeless services. The City requested $76,298 from ESG funding and was awarded $54,442 which includes $52,273 for essential services and operations as well as $2,169 for administrative costs. As stated in Contract KPZ19, the funds are to be used as follows:

$30,200	Addition of a new case manager position at KOTS
$20,073	Replace awning and reinforce flooring in one of the trailers
$ 2,000	Purchase of a computer for new case manager and new washer & dryer
$ 2,169	City of Key West administrative costs
$54,442	Total ESG funding

The Emergency Solutions Grant requires matching funds of an equal amount, dollar for dollar.

OPTIONS / ADVANTAGES / DISADVANTAGES:
1. The City Commission can approve the acceptance of the 2013 Emergency Shelter Grant (ESG) Contract KPZ19 between the City of Key West and the State of Florida Department of Children and Families in the amount of $54,442.00. This will allow the City to receive ESG funding to receive assistance for the operation of KOTS.

2. The City Commission can reject the acceptance of the 2013 Emergency Shelter Grant (ESG) funding. If the City Commission chooses to reject the funding, improvements and maintenance to the operation of KOTS as previously described will not be possible.

FINANCIAL IMPACT:
The essential services and operations expenditures funded by the 2013 Emergency Shelter Grant (ESG) are in addition to the current budget of $444,118 paid to SHAL to operate KOTS, Account 001-6901-569.34-00. If ESG funding of $54,442.00 is accepted, a budget amendment for this amount would be needed.

RECOMMENDATION:
Staff recommends that the City Commission select option 1, approving the acceptance of the 2013 Emergency Shelter Grant (ESG) in the amount of $54,442.00.

Award Notice
Grant Solicitation LPZ10

1. Emergency Solutions Grant

   Street Outreach; Prevention and Rapid Re-Housing; and Emergency Shelter Components

2. Submission Window: September 27, 2013 to October 31, 2013

3. Contact:

   Mia Parker
   Office on Homelessness
   Department of Children and Families
   1317 Winewood Blvd.
   Tallahassee, FL 32399-0700
   Phone: 850-717-4068
   Fax: 850 487-1361
   Email: Mia_Parker@dcf.state.fl.us

4. Intended Grant Awards:

Street Outreach Component

Applicant	Grant Request	Outreach Award	Admin Award	Total Award
Streets & Lanes Ministry	$38,299	$36,650	$1,649	$38,299
Home Again St. Johns	$38,299	$36,650	$1,649	$38,299
Haven Recovery Center	$38,299	$36,650	$1,649	$38,299
Southernmost Homeless	$38,299	$36,650	$1,649	$38,299
TOTALS	$153,196	$146,600	$6,596	$153,196

Prevention & Rapid Re-Housing Component

Applicant	Eligible Request	Prevention Award	Admin Award	Total Award
Families Count/Santa Rosa	$76,598	$73,300	$3,298	$76,598
Community Action Program	$76,598	$73,300	$3,298	$76,598
Okaloosa CDA	$76,598	$73,300	$3,298	$76,598
Families Count/Okaloosa	$76,598	$73,300	$3,298	$76,598
Wright Foundation	$76,598	$73,300	$3,298	$76,598
Families Count/Bay	$76,598	$73,300	$3,298	$76,598
United Way Suwannee	$76,598	$73,300	$3,298	$76,598
Catholic Charities Lake City	$76,598	$73,300	$3,298	$76,598
Community Connections	$76,598	$73,300	$3,298	$76,598
Salvation Army Northeast	$76,598	$73,300	$3,298	$76,598
Catholic Charities St. Augustine	$76,598	$73,300	$3,298	$76,598
Salvation Army St. Johns	$76,598	$73,300	$3,298	$76,598
Catholic Charities Alachua	$76,598	$73,300	$3,298	$76,598
Marion Homeless Council	$76,598	$73,300	$3,298	$76,598
Lake Community Action	$76,598	$73,300	$3,298	$76,598
Hernando County	$28,772	$27,477	$1,295	$28,772
Flagler County	$76,598	$73,300	$3,298	$76,598
Families Promise Flagler	$73,300	$73,300	0	$73,300
North Brevard Charities	$42,000	$42,000	0	$42,000
Catholic Charities Central FL	$76,598	$73,300	$3,298	$76,598
Osceola County	$76,598	$73,300	$3,298	$76,598
Dade City	$51,396	$51,396	0	$51,396

City of Zephyrhills	$76,598	$73,300	$3,298	$76,598
Jewish Family & Children	$76,598	$73,300	$3,298	$76,598
Highlands Homeless Coalition	$76,598	$73,300	$3,298	$76,598
Treasure Coast Homeless	$76,598	$73,300	$3,298	$76,598
Charlotte County	$76,598	$73,300	$3,298	$76,598
St. Vincent de Paul	$73,000	$73,300	0	$73,300
Monroe County	$76,598	$73,300	$3,298	$76,598
Catholic Charities Miami	$35,000	$33,425	$1,575	$35,000
Salvation Army Broward	$76,598	$73,300	$3,298	$76,598
Clark's House	$76,588	$73,290	$3,298	$76,588
TOTALS	$2,295,306	$2,206,688	$88,618	$2,295,306

Emergency Shelter Component

Applicant	Eligible Request	Award 71.6%	Admin 65.76%	Total Award
Florida Keys Outreach	$76,298	$52,273	$2,169	$54,442
Jericho Road	$76,598	$52,488	$2,169	$54,657
New Beginnings	$76,598	$52,488	$2,169	$54,657
Family Promise Brevard	$51,896	$35,515	$1,511	$37,026
Mission In Citrus	$74,198	$50,770	$2,169	$52,939
Samuel's House	$76,598	$52,488	$2,169	$54,657
Alpha Omega Miracle	$16,198	$11,099	$459	$11,558
St. Francis/St. Augustine	$76,598	$52,488	$2,169	$54,657
ESHC of St. Johns	$76,598	$52,488	$2,169	$54,657
Dawn Center	$76,598	$52,488	$2,169	$54,657
Domestic Abuse Shelter	$76,597	$52,487	$2,169	$54,656
Lee Conlee	$76,598	$52,488	$2,169	$54,657
Alpha Omega Freedom	$73,798	$50,483	$2,169	$52,652
Genesis House	$76,598	$52,488	$2,169	$54,657
Another Way Lake City	$76,598	$52,488	$2,169	$54,657
City of Key West	$76,298	($52,273)	$2,169	$54,442
Another Way Chiefland	$76,598	$52,488	$2,169	$54,657
Family Resources	$76,598	$52,488	$2,169	$54,657
Family Life Center	$76,598	$52,488	$2,169	$54,657
United Way Santa Rosa	$76,598	$52,488	$2,169	$54,657
Help Now	$73,000	$52,273	0	$52,273
Peaceful Paths	$76,589	$52,482	$2,169	$54,651
Women's Center Brevard	$76,598	$52,488	$2,169	$54,657
Safety Shelter St. Johns	$76,598	$52,488	$2,169	$54,657
Charlotte Homeless Coalition	$76,598	$52,488	$2,169	$54,657
Homeless Emergency Project	$76,298	$52,273	$2,169	$54,442
The Sanctuary	$76,298	$52,273	$2,169	$54,442
Refuge at Jumper Creek	$76,298	$52,273	$2,169	$54,442
Quigley House	$76,343	$52,305	$2,169	$54,474
Micah's House	$76,530	$52,441	$2,168	$54,609
St. Francis Gainesville	$76,598	$52,488	$2,169	$54,657
Homeless Family Center	$76,598	$52,488	$2,169	$54,657
Citrus Abuse Shelter	$76,598	$52,488	$2,169	$54,657
Opportunity, Inc.	$76,598	$52,488	$2,169	$54,657
Catholic Charities Northwest	$76,598	$52,488	$2,169	$54,657
Salvation Army Daytona	$76,598	$52,488	$2,169	$54,657
Salvation Army Sarasota	$76,598	$52,488	$2,169	$54,657
Vivid Visions	$76,285	$52,273	$2,160	$54,433
TOTALS	$2,814,678	$1,930,717	$77,875	$2,008,592

5. Anticipated effective date of grant awards: April 1, 2014

6. Notice of Appeal Rights
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. Your written petition for an administrative hearing must be received by the Department within 21 days of the receipt of this Notice.

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 affected and the agency's file or identification number, if known;
- The 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 facts. 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.

Contract No. KPZ19 Client ☑ Non-Client ☐

CFDA No. 14.231

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and City of Key West, hereinafter referred to as the "Provider". The Department and Provider agree as follows:

1. Purpose. The Department is engaging the Provider for the purpose of funding essential services and operating costs of a homeless shelter facility, as further described in Attachment I hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to add services that are incidental or complimentary to the original scope of services.

2. Effective and Ending Dates. This contract shall be effective on July 1, 2014, or the last date executed by a party, whichever is later. The performance period under this contract shall commence on July 1, 2014, or the effective date of this contract, whichever is later, and shall end at midnight, Eastern time, on June 30, 2015, subject to the survival of terms provisions of Section 33 J hereof.

3. Payment for Services. The Department shall pay for contracted services performed by the Provider on and after the effective date of this contract according to the terms and conditions of this contract of an amount not to exceed $54,442.00 or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Provider. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

4. Contract Document. The Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments, I, II, III & IV, and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Standard Contract Definitions, located at http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf are incorporated into and made a part of this contract. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this contract. Sections 1.d., 2-4, 6, 8-13, 20, 23, 27 and 31 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

5. Compliance with Statutes, Rules and Regulations. In performing its obligations under this contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this contract as they may be enacted or amended from time-to-time, including but not limited to those described in Section 35 of this contract.

6. Official Payee and Party Representatives

a. The Provider's name, as shown above, and mailing address of the official payee to whom the payment shall be made are:
Name: City of Key West
Address: PO Box 1409
City: Key West State:FL Zip Code:33041
Phone: 305- 809-3881
ext:

b. The name of the contact person and address, telephone, and e-mail address where financial and administrative records are maintained are:
Name: City Manager
Address: 3132 Flagler Avenue
City: Key West State:FL Zip Code:33040
Phone: 305-6093888
ext:
e-mail:

c. The name, address, telephone number and e-mail address of the contract manager for the Department for this contract is:
Name: Theresa Phelan
Address: 1111 12th Street
City: Key West State: FL Zip Code: 33040
Phone: 305-293-6350
ext:
e-mail: tricia_phelan@dcf.state.fl.us

d. The name, address, telephone number and e-mail of the representative of the Provider responsible for administration of the program under this contract is:
Name: Carolyn Sheldon
Address: 3132 Flagler Avenue
City: Key West State:FL Zip Code:33040
Phone: 305-809-3741
ext:
e-mail: csheldon@keywestcity.com

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

7. Inspections and Corrective Action. The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 30.

8. Independent Contractor, Subcontracting and Assignments.

a. In performing its obligations under this contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract. The parties agree that no joint

employment is intended and that, regardless of any provision directing the manner of provision of services, the provider and its subcontractors shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

c. The Provider shall not assign the responsibility for this contract to another party without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest; however, in no event may the Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld.

d. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

e. To the extent permitted by Florida Law, and in compliance with Section 8.c., the Provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this contract.

f. The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.

g. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes (F.S.), unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

9. Provider Indemnity. Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

a. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

b. Further, the Provider shall indemnify the Department for all costs and attorneys fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 26.c., including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

10. Insurance. The Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. Upon the execution of this contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

11. Notice of Legal Actions. The Provider shall notify the Department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the Provider's ability to deliver the contractual services, or adversely impact the Department. The Department's contract manager will be notified within 10 days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

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

13. Emergency Preparedness Plan. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency.

a. For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

b. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.

c. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

14. Intellectual Property. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

a. If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this contract and use by the Department its employees, agents or contractors during the term of this contract and perpetually thereafter.

b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

15. Real Property. Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

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

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

18. Employee Gifts. The Provider agrees that it will not offer to give or give any gift to any Department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

19. Invoices. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract.

20. Final Invoice. The final invoice for payment shall be submitted to the Department no more than 45 days after the contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

21. Financial Consequences. If the Provider fails to meet the minimum level of service or performance identified in this contract, or that is customary for the industry, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, imposition of penalties per Section 29, termination of contract per Section 30 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 22, to the extent of such error.

22. Overpayments. The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged interest at the lawful rate of interest on the outstanding balance after Department notification or Provider discovery. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right to offset or

deduct from any amount due under this contract at any time any amount due to the Department from the Provider under this or any other contract or agreement and payment otherwise due under this contract will be deemed received regardless of such offset

23 Payment on Invoices. Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will

a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.

b. The Provider shall provide the latest Departmental security awareness training to its staff and subcontractors who have access to departmental information.

c. All Provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement Form CF 0114 annually. A copy of Form CF 0114 may be obtained from the contract manager.

d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.

e. The Provider agrees to notify the contract manager as soon as possible, but no later than five (5) working days following the determination of any breach or potential breach of personal and confidential departmental data. The Provider shall require the same notification requirements of all subcontractors.

f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.

29. Financial Penalties for Failure to Take Corrective Action.

a. In accordance with the provisions of subsection 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

b. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

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

30. The Following Termination Provisions Apply to this Contract:

a. In accordance with Section 22 of PUR 1000 Form, this contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

b. In the event funds for payment pursuant to this contract becomes unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

c. In the event the Provider fails to fully comply with the terms and conditions of this contract, the Department may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the contract. The Department's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

d. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department, or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

All notices of termination provided under this Section shall be in writing and sent by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under paragraphs a. or b., the Provider will be compensated for any work satisfactorily completed.

31. Transition Activities. Continuity of service is critical when service under this contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this contract, the Provider shall complete all actions necessary to smoothly transition service to the new provider. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this contract and shall support the requirements for transition as specified in a Department-approved Transition Plan. Such activities will be without additional compensation and will include consultation on the resources needed to support transition, identifying a transition manager, the characteristics of transactions, data and file transfer.

32 Dispute Resolution. Any dispute concerning performance of the contract or payment hereunder shall be decided by the Department's contract manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the contract manager's decision, the Provider delivers to the contract manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30

33. Other Terms

a. Except where otherwise provided in this contract, communications between the parties regarding this contract may be by any commercially reasonable means. Where this contract calls for communication, in writing, except for notices of termination per Section 30, such communication includes email, and attachments are deemed received when the email is received.

b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida. Unless otherwise provided in Attachment I or in any amendment hereto, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 45 of the PUR 1000 Form

c. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459

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

e. The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

f. The Department of Economic Opportunity and Workforce Florida. The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

g. Transitioning Young Adults: The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties

i. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

j. Survival of terms. The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this contract concerning obligations of the Provider and remedies available to the Department are intended to survive the "ending date" or an earlier termination of this contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this contract are consideration for such performance.

k. Most Favored Party Status: The Provider represents and warrants that the prices and terms for its services under this contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within ninety (90) days of Provider entering into a contract, contract amendment or offering to any other party services similar to those under this contract under prices or terms more favorable than those provided in this contract, the Provider will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to this contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this contract retroactively to the earlier of the effective date of this contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31st of each year during the term of this contract attesting that the Provider is in compliance with this provision, as required by section 216.0113 FS.

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

m. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence
   i. Attachment I and other attachments, if any;
   ii. Any documents incorporated into any attachment by reference;
   iii. This Standard Contract;
   iv. Any documents incorporated into this Standard Contract by reference

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

35. **Additional Requirements of Law, Regulation and Funding Source.** As provided in Section 5 of this contract, the Provider is required to comply with the following requirements, as applicable to its performance under this contract. Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this contract.

a. **Federal Law**

i. If this contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 CFR, Part 74, 45 CFR, Part 92, and other applicable regulations.

ii. If this contract contains $10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

iii. If this contract contains over $100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

iv. No federal funds received in connection with this contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of $100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment III. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

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

vi. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 e) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. The Provider and its subcontractors will enroll in and use the e-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this contract.

b. **Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR Parts 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 945 in accordance with 45 CFR Part 80 and CFOP 60-16. This is required of all Providers that have fifteen (15) or more employees.

c. **Use of Funds for Lobbying Prohibited.** The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

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

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

f. **Whistle-blower's Act Requirements.** In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

g. **Support to the Deaf or Hard-of-Hearing**

i. The Provider and its subcontractors, where direct services are provided, 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 CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."

ii. If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single Point of Contact (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database at https://fs16.formsite.com/adchuner/form3/secure_index.html, by the 5th working day of the month, covering the previous month's reporting, and forward confirmation of submission to the contract manager. The name and contact information for the Provider's Single Point of Contact shall be furnished to the Department's grant or contract manager within fourteen (14) calendar days of the effective date of this requirement.

iii. The Provider shall contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single Point of Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single Point of Contact will ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single Point of Contact.

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

v. 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 customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notices can be downloaded through the Internet at: http://www.dcf.state.fl.us/admin/tp/civilrights.shtml

vi. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or was denied. The Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to the Department of Children and Families Office of Civil Rights.

vii. If the customer or companion is 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.

The Department requires each contract/subcontract provider agency's direct service employees to complete the online training: Serving our Customers who are Deaf or Hard of Hearing, (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Section 4.

IN WITNESS THEREOF, the parties hereto have caused this 43 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: City of Key West		FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES	
Signature:		Signature:	
Print/Type Name:	T. Sharon D. Smith	Print/Type Name:	Gilda P. Ferradaz
Title:	City Manager	Title:	Regional Managing Director
Date:	7/2/14	Date:	7/3/14

STATE AGENCY 29 DIGIT FLAIR CODE: ____
Federal Tax ID # (or SSN): 59-6000346 Provider Fiscal Year Ending Date: 09/30

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Regional Legal Counsel 4/2/14 Date

ATTACHMENT I

A. Services to be Provided (Shelter Facilities)

a. Definition of Terms

a. Terms

For purposes of this agreement, the term "grant" will be interchanged with the word "contract" and "Recipient" will be interchanged with the word "Provider" and each will be subject to the terms and conditions of the Florida Department of Children and Families Standard Contract.

b. Grant Agreement Terms

Grant Agreement terms used in this document can be found in the Florida Department of Children and Families Glossary of Contract Terms, which is incorporated herein by reference and can be obtained from the grant manager.

c. Program or Service Specific Terms

1) Emergency Shelter - Any facility, the primary purpose of which is to provide temporary, including transitional, shelter for the homeless in general, or for a specific homeless population.

2) Administrative Costs - Costs associated with overall program management, coordination, monitoring, and evaluation the Emergency Solutions Grant (ESG) program. The administration costs of the grant are limited to 4.5% of the total grant award. These costs include general management and oversight to include salaries, wages and related costs of staff engaged in program administration; administrative services performed under 3rd party contract/agreements like legal services, accounting or audit functions; costs associated with the performance of environmental reviews; and costs associated with attending HUD sponsored ESG trainings. Please refer to HUD's December 5, 2011 Interim Rule for regulations regarding administrative costs.

3) HMIS – Homeless Management Information System is a computer system used to manage and track client assistance activities, including follow-up and HUD performance measures.

4) Continuum of Care – A local planning body for a defined geographic area responsible for establishing and operating a system to prevent and end homelessness for that area; providing funding efforts by non-profit providers, and state and local governments to quickly rehouse homeless individuals and families; and optimizing self-sufficiency among individuals and families experiencing homelessness.

5) Homeless – An individual who lacks a fixed, regular and adequate nighttime residence or an individual who has a prinmary nighttime residence that is:
   a) A supervised publicly orprivately operated shelter designed to provide temporary living accommodatiosn, including welfare hotels, congregate shelters, and transitional housing.
   b) An institution that provides a temporary residence for individuals intended to be instutionalized.
   c) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. Places may include living on the street or under a bridge, in a park, bus terminal, railroad station, airport, abandoned building, or a car/truck/vehicle.

2. General Description

a. Program Requirements

1) The Emergency Solutions Grant is a federal grant program from the U. S. Department of Housing and Urban Development, and the federal regulations published for the grant program contained in 24 CFR, Part 576 (2011) as amended in the December 5, 2011 Interim Rule, shall govern the awards made by the Department of Children and Families (Department).

2) In addition to the definitions contained in 24 CFR, Part 576 (2011) as amended December 5, 2011, the Recipient must also comply with other federal laws and regulations, including the following:

   Participate fully in the Homeless Management Information System (HMIS). HMIS requirements are outlined in the Interim Rule published December 5, 2011, as amended. Accordingly, only recipients who commit to participate in HMIS will be eligible for the Emergency Solutions Grant funding. Section 605 of the Violence Against Women Act of 2005 amended the McKinney-Veto Homeless Assistance Act to prohibit victim service providers from entering personally identifiable information into an HMIS database. This law applies to recipients receiving Violence Against Women Act and/or Family Violence Prevention and Service Act funding. Domestic violence service providers are not required to participate in HMIS, but shall provide aggregate service data on persons and outcomes achieved. [See HUD Notice Issued March 16, 2007, published in the Federal Register]

3) Recipients shall be aware of and comply with regulations and requirements set forth in 24 CFR, Part 576.23 (2011) governing the Emergency Solutions Grant Program: Stewart B. McKinney Homeless

Assistance Act. Organizations that are religious or faith based are eligible, on the same basis as any other organization, to participate in the Emergency Solutions Grants program. Neither the Federal government nor a state or local government receiving funds under Emergency Solutions Grants programs shall discriminate against an organization on the basis of the organization's religious character or affiliation. Provisions set forth generally require that when services are funded under the ESG program the services will be provided in a way that is free from religious influences and in accordance with the following principles:

a) A Recipient that participates in the Emergency Solutions Grants program shall not, in providing assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief;

b) The Recipient will provide grant services in a way that is free from religious influences and will not engage in inherently religious activities, such as worship, religious services, instruction, counseling, or proselytization as part of the programs or services funded under the grant. If a recipient conducts such activities, the activities must be offered separately, in a time or location, from the programs or services funded under the grant, and participation must be voluntary for the beneficiaries of the programs or services funded by the grant;

c) The Recipient will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference on the basis of religion; and

d) The Recipient will not limit services provided to, or give preference to any person seeking services based on religion.

4) There are additional federal and state assurances and certification that the Recipient must comply with, including all ordinances, codes, and statutes relating to building, health, fire, safety, sanitation, zoning and the environment, as well habitability standards for all housing units occupied by assisted participants.

5) The Emergency Solutions Grant requires matching funds. The Recipient is required by federal regulations under HUD's December 5, 2011, Interim Rule, as amended, and 24 CFR, Part 576 (2011), as amended, to match the Emergency Solutions Grant with an equal amount of funds from other sources. The Recipient may use in-kind services, or other public or private cash sources to meet the dollar for dollar match requirement. Matching funds must be provided after the date of the grant agreement's execution. Funds used to match previous Emergency Solutions Grants or

any other grant may not be used to match the grant award made under this solicitation.

i. Recipient may use any of the following as matching funding:
- Cash;
- Value of fair rental value of any donated material or building;
- Value of any lease on a building;
- Salary paid to staff to carry out the program of the Recipient;
- Value of the time and services contributed by volunteers to carry out the program of the Recipient based on the value at rates consistent with those paid for similar work in the Recipient's organization (24 CFR, Part 576.20(e)).

6) The Department will reimburse the Recipient for eligible expenditures, based upon actual program expenses incurred along with supporting documentation. There will be no advance payments under this grant agreement. The supporting documentation must be submitted along with copies of invoices in order for payment to be processed.

b. Authority
The authority to fund this Emenrgenecy Solutions Grant can be found in 24 CFR, Part 576, as amended, of HUD's December 5, 2011 Interim Rule, as amended and Florida Statute 420.622. For federal regulations governing the Emergency Solutions Grant Program see the HUD web site to view or print regulations at:

https://www.onecpd.info/resource/1927/hearth-esg-program-and-consolidated-plan-conforming-amendments/

c. Scope of Service
Services shall be provided in Monroe County in accordance with the Recipient's response to the Department of Children and Families' Grant Application LPZ10 , consistent with eligible activities contained in **Section B.1.a**, Task List.

d. Program Goals
The objectives of the Emergency Shelter Facilities program is to (1) increase the number and quality of emergency shelter facilities that serve homeless persons, (2) help to cover the costs of operating emergency shelter facilities serving homeless persons, and (3) to provide essential supportive services to homeless persons in emergency shelter facilities.

e. Grant Agreement Limits
Funding is limited to no more than $54,442.00 for the grant agreement period and must be met with a dollar for dollar match. There is no provision for renewal or extension of this grant agreement. The Recipient will be allowed to expend the grant funds from the date of execution of the grant agreement, until June 30, 2015.

3. Clients to be Served

a. General Description
This grant agreement is to serve persons who are homeless, those persons in imminent danger of becoming homeless, persons who are considered homeless under other federal statutes; and those persons fleeing or attempting to flee from domestic violence situations. Please see Homeless Definitions contained in HUD's December 5, 2011 Interim Rule, as amended **(Exhibit A)**.

b. Client Eligibility
Client eligibility for services shall be determined by the Recipient in accordance with 24 CFR Part 576 (2011), as amended, the guidelines outlined in the recipient's approved written standards and procedures, and by the criteria for defining homeless under the Homeless Definition established by HUD.

c. Client Determination
In the event of any disputes regarding the eligibility of clients, the determination made by the Department is final and binding on all parties.

B. Manner of Service Provision

1. Service Tasks
The Recipient shall comply with the Program Narrative as described in the Recipient's response to Grant Application LPZ10, within the limits of the approved Budget contained herein, and the Task Limits contained Section B.1.b.

a. Task List
1) Recipient must develop written standards and procedures for providing assistance in accordance with provisions set forth in HUD's December 5, 2011, Interim Rule. These standard policies and procedures must be approved by the Department prior to grant execution. Standards must meet these criteria:

a) Written standards policies and procedures for evaluating individuals' and families' eligibility for assistance under the Emergency Solutions Grant must be (1) consistent with the definition of homeless set forth in 24 CFR 576.2 (2011), as amended, and (2) the record keeping requirements in 24 CFR 576.500(b-e) (2011), as amended.

b) Policies and procedures for coordination among homeless service providers, as well as mainstream service and housing providers:

Minimum Standards: Standard shall encompass all providers and programs listed in Section 576.400(b) and (c) of HUD's December 5, 2011, Interim Rule.

c) Policies and procedures for admission, diversion, referral and discharge by emergency shelters assisted under ESG. This must include standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special population, such as victims of domestic violence. Such standards shall also address the individuals and families who have the highest barriers to housing and are likely to be homeless the longest.

d) Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter.

2) **Continuum of Care Centralized or Coordinated Assessment System:** The Department shall require all grant recipients to submit a certification from the designed continuum of care lead agency that the recipient is using the assessment system. If the continuum of care has not yet developed such a coordinated assessment system in accordance with HUD's December 5, 2011, Interim Rules requirement, the continuum lead agency shall provide written documentation of this. Victim service providers may choose not to use the continuum's coordinated assessment system. If so, the victim service provider shall document this decision in writing.

3) **Essential Services** are services provided to individuals or families who are in an emergency shelter.

The Recipient may provide all or part of these services.

- Case Management
- Child Care
- Educational Services
- Employment Assistance and Job Training
- Outpatient Health Services
- Legal Services
- Life Skills
- Mental Health Services
- Substance Abuse Treatment Services
- Transportation
- Services for Special Populations

4) **Shelter Operations** are the costs of operating and maintaining emergency shelters and also provide other emergency lodging, hotel/motel, when no appropriate emergency shelter is available.

Eligible costs include:

- Maintenance (including minor or routine repairs);

- Rent;
- Security;
- Fuel;
- Insurance;
- Utilities;
- Food;
- Furnishings;
- Equipment;
- Supplies necessary for the operation of the emergency shelter; and
- Hotel/motel voucher for an individual or family (when no shelter is present).

Ineligible costs include:

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

5) The Recipient shall use funds for shelter essential services and shelter operation expenses as listed in **Exhibit D and Exhibit D2**, Recipient's approved budget and budget narrative.

6) The Recipient shall complete an ESG Minimum Habitability Standards for Emergency Shelters Checklist **(Exhibit B)** annually, in June, and submit the checklist to the Grant Manager prior to the end of that month.

7) The Recipient shall maintain records documenting all clients served in accordance with Interim Rule of December 5, 2011, as amended, and report all outcomes achieved to the grant manager and the Department Office on Homelessness on a quarterly and annual basis in a report format to be provided by the Office on Homelessness.

8) The Recipient shall ensure that the facility complies with Americans with Disabilities Act (ADA) requirements to accommodate residents with physical disabilities.

9) The Recipient shall comply with all applicable state licensing standards, and criteria and guidelines of the Department

10) The Recipient shall comply with all local standards regarding health, sanitation, fire and safety codes.

11) **HMIS (Homeless Management Information System)**
Recipients must enter data on all persons served and all activities assisted under the ESG into the applicable community-wide Continuum of Care HMIS or comparable database. Activities funded by the ESG must comply with HUD's standards on participation, data collections and reporting under local HMIS (See 24 CFR Part 576.107, as amended). Victim service providers must not enter data into an HMIS but must use a comparable database. Information in the comparable data base must not be entered directly into or provided to an HMIS.

Eligible costs include:*
- Hardware equipment and software costs;
- Staff salaries for operating HMIS; and
- Training and overhead (participation fees charged by the lead agencies).

**Activities funded under this component must comply with HUD's standards on participation, data collection and reporting under a local HMIS.*

12) **Administrative Costs**
Recipients may use up to 4.5% of its Emergency Solutions Grant for costs related to the planning and execution of the ESG activities.

Eligible costs include:
a) Costs of overall program management, coordination, or oversight (including staff salaries for program administration activities);

b) Training on ESG requirements and costs of attending HUD sponsored training; and

c) Costs associated with conducting Environmental Reviews conducted under 24 CFR Part 576.407, as amended.

b. Tasks Limits
This grant agreement is limited to funding of no more than **$54,442.00** for the grant period and must be met with a dollar for dollar match. There is no provision for renewal or extension of this grant agreement.

The Recipient will be allowed to expend grant funds from the date of execution of the grant agreement until June 30, 2015.

For the funding of the 2013 Emergency Solutions Grant, the Department has restricted the use of funds for major rehabilitation, conversion, or renovations on emergency shelter facilities. Emergency Solutions Grant funds may not be used for the purchase or construction of a homeless shelter.

Other limitations, constraints, requirements and task limits associated with the Emergency Solutions Grants Program are listed at 24 CFR Part 576 (2011), as amended, in HUD's December 5, 2011 Interim Rule.

2. **Staffing Requirements**

a. Staffing Levels

The Recipient will maintain sufficient and appropriate staff to deliver the proposed services reflected in the grant agreement. The Recipient shall maintain an adequate administrative organizational structure and support staff to discharge its contractual responsibility, including the supervision of shelter residents and the provision of essential support services. Funds received through this grant agreement will support 100% of one case manager position.

The Recipient shall replace any employee, whose continual presence would be detrimental to the success of the project, as may be determined by the Department.

b. Professional Qualifications

Minimum professional qualifications for emergency shelter staff shall be determined by the Recipient. The position descriptions as described in the Recipient's application submitted in response to the grant application shall remain in place until written approval for any changes is obtained from the Department. Minimum qualifications for the case manager position shall include a Bachelor's Degree in a relevant field, i.e. social work, or psychology or certification in addiction studies or crisis intervention or at least six months experience in a relevant community such as community outreach.

c. Staffing Changes

The Grant Manager shall be notified in writing of any staff changes or vacancies within five (5) calendar days of the change or vacancy. Any replacement personnel shall meet the requirement of the position as submitted in the Recipient's program narrative.

d. Subcontractors

Subcontractors will not be utilized for this grant agreement unless prior approval has been given from the Department. The subcontractor at any level must comply with the E-Verify clause as subject to the same requirements as the prime contractor. Written requests by the Recipient to subcontract for the provision of service under this grant agreement will be routed through the Grant Manager for Department approval.

3. **Service Location & Equipment**

a. Service Delivery Location
Services shall be provided at the facilities located at 5537 College Road in Key West, Florida 33040.

b. Service Times
Emergency shelter facilities and support services will be made available at all times to homeless persons within the total available capacity of the shelter.

c. Changes in Location
The service delivery location shall not be changed.

d. Equipment
It is the responsibility of the Recipient to supply, at its own expense, any equipment (aside from equipment purchased with funds from this grant agreement) necessary to provide services under this grant agreement. All equipment acquired under this grant agreement will be inventoried annually.

4. **Deliverables**

a. Recipient is required to meet these deliverables as part of compliance for funding received under the Emergency Solutions Grant:

1) Provide shelter or essential services (or both) to a minimum of 220 individuals for each month of service under this grant agreement, as documented in the HMIS activity report. Monthly requests for reimbursement shall include total number of clients served during the report period and total number of clients served year to date during the grant period.

2) Annually, in June, inspect each facility supported with ESG funds, using an ESG Minimum Standards for Emergency Shelters Checklist and submit the checklist to the Grant Manager prior to the end of that month.

b. Records and Documentation

1) To the extent that information is utilized in the performance of the resulting grant agreement or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in Section 119.011(1), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, Florida Statutes, or otherwise. It is expressly understood that the Recipient's refusal to

comply with Chapter 119, Florida Statutes, shall constitute an immediate breach of the resulting grant agreement, which entitles the department to unilaterally cancel the grant agreement. The Recipient is required to notify the department in writing of any requests made for public records.

2) All documents pertaining to the program shall be retained by the Recipient for a period of six (6) years after the termination of the grant agreement, or longer as may be required by any renewal or extension of the grant agreement. During the record retention period, the Recipient agrees to provide all documents required to be retained upon demand by the Department.

3) The Recipient agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Recipient further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs of any fine or penalty imposed as a result of improper disclosure by the Recipient of confidential records whether public record or not and promises to defend the department against the same at its expense.

4) Records necessary to document data required for status reports must be maintained in files that coincide with the report periods specified. These records may be maintained manually or electronically.

c. Reports

The Recipient shall maintain and submit to the Grant Manager the following reports:

Report Title	*Reporting Frequency*	*Report Due Date*	*Number of Copies*	*DCF Office to receive report(s)*
Request for Reimbursement (Exhibit C)	*Monthly*	*15th of each month following service*	*1*	*Grant Manager*
Monthly and Year to Date HMIS Activity Report	*Monthly*	*15th of each month following service*	*1*	*Grant Manager*
Quarterly Match Report	*Quarterly*	*15th of month following the end of the quarter*	*1*	*Grant Manager*
Quarterly CAPER Report	*Quarterly*	*15th of month following the end of the quarter*	*1*	*Grant Manager and Office on the Homelessness*

Annual CAPER Report	*Annually*	*15th of month following the end of the fiscal year*	*1*	*Grant Manager and Office on the Homelessness*
HUD Annual Performance Report (submit copy provided to CoC)	*Annually*	*15th of month following the end of the fiscal year*	*1*	*Grant Manager and Office on the Homelessness*
ESG Minimum Habitability Standards for Emergency Shelters Checklist	*Annually, in June*	*Prior to June 30*	*1*	*Grant Manager*

The Recipient shall submit the required reports listed in the above chart to the Grant Manager at the following address:

Department of Children and Families
Theresa Phelan, Contract Manager
1111 112th Street
Key West, Florida 33040

1) The Recipient agrees to submit with Exhibit C to the Grant Manager a monthly and year to date (from the date of grant execution) HMIS activity report on numbers and types of clients served.

2) The Recipient agrees to submit to the Grant Manager and the Office on Homelessness the HMIS generated Consolidated Annual Performance and Evaluation Report (CAPER) at the end of each quarter. Complete and accurate reports are due in the format by the Office on Homelessness or the Grant Manager.

3) The Recipient agrees to submit to the Grant Manager and the Office on Homelessness the HUD Annual Performance Report (APR) on January 15, 2015 and July 15, 2015. Complete and accurate reports are due in the format specified by the Office on Homelessness or the Grant Manager.

4) The Department reserves the right to request and receive from the Recipient complete and accurate data that is required by this contract but may not be captured in HMIS.

5) **Match Report.** On a quarterly basis, the Recipient will report the matching expenditure dollars and in-kind contributions to the Office on Homelessness and the Grant Manager. In-kind contributions may be evaluated and counted as all or part of the match. In addition, the Recipient may report match on invoices submitted for reimbursement for the corresponding month of service to the grant manager for approval. The report will be due to the Grant Manager not later than fifteen (15) calendar days following the end of the quarter. Grant Managers may require additional reports regarding match as deemed necessary, and will request these from the Recipient if needed.

6) Where the grant agreement requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act.

7) The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the grant agreement. The Department, at its option, may allow additional time within which the Recipient may remedy the objections noted by the Department, or the Department may, after having given the Recipient a reasonable opportunity to complete, make adequate or acceptable, and declare this agreement to be in default.

5. Performance Specifications

a. Performance Measures

Performance measures are proposed to be used jointly by the Department and the Continuum of Care planning lead agency to assess the performance of the Department's funded recipients under the 2013 Emergency Solutions Grant. Recipients will be required to provide copies of the Department required reports to the lead agency at the same time the report is due to the Department. **The Recipient will not be responsible for meeting performance measures 1), 2) and 5) but will need to track data on these measures throughout the grant agreement term.**

Performance measures are:

1) A 10% reduction in the unsheltered homeless population of the Continuum of Care (CoC) area;

2) A 10% reduction in the recipients' average length of time stayed for clients served in the shelter to less than 180 days:

3) 35% of persons exiting the shelter transition to permanent housing;

4) 30% of persons exiting the shelter leave with employment income; and

5) % of persons who exit and return to homelessness within three months.

b. Performance Evaluation Methodology

1) Performance measure 1) above shall be calculated as follows:

Number of unsheltered homeless persons in the CoC as of 07/01/2014
Number of unsheltered homeless persons in the CoC as of 06/30/2015

2) Performance measure 2) above shall be calculated as follows:

Avg. length of time of person's homeless episodes in CoC as of 07/01/2014
Avg. length of time of the person's homeless episodes in the CoC as of 06/30/2015

3) Performance measure 3) above shall be calculated as follows:

Number of persons exiting the shelter who transition to permanent housing
Number of persons exiting the shelter

4) Performance measure 4) above shall be calculated as follows:

Number of persons exiting the shelter who leave with employment income
Number of persons exiting the shelter

5) Performance measure 5) above shall be calculated as follows:

Number of persons who exit and return to homelessness within 3 months
Number of persons exiting the shelter

c. Performance Standards Statement

By execution of this grant the Recipient hereby acknowledges and agrees that its performance under the grant must meet the standards set forth above and will be bound by the conditions set forth in this grant. If the Recipient fails to meet these standards, the Department, at its exclusive option, may allow up to six (6) months for the recipient to achieve compliance with the

standards. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the recipient to the Department's satisfaction, the Department must cancel the grant with the Recipient. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

6. Recipient Responsibilities

a. Recipient Unique Activities

The Recipient is solely and exclusively responsible for the satisfactory performance of the tasks described in the Tasks section of the Attachment I and the approved grant application. By execution of the grant agreement, the Recipient recognizes its exclusive responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully been informed of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof. The Recipient is also responsible for demonstrating compliance with all Federal requirements contained in the Grant Solicitation, and Federal Regulations governing the Emergency Solution Grants Program (24 CFR, Part 576, as amended, and HUD's December 5, 2011 Interim Rule, as amended).

b. Coordination with other Providers/Entities

1) The Recipient shall be a member of the appropriate local homeless coalition, shall actively participate in coalition activities, and shall coordinate its efforts with those of the homeless coalition.

2) If there is a homeless continuum of care in the geographic area within which the Recipient resides, the Recipient shall collaborate and be a full and active participant in this multi-agency continuum.

3) If the homeless Continuum of Care (CoC) has established a coordinated assessment system, the Recipient agrees to accept referrals from members within the system, as described in a separate written agreement between the Recipient and the CoC. The Recipient will provide this agreement to the Grant Manager and the Office on Homelessness within 30 days of execution. If no such system has been set up the Recipient agrees to participate in the system once it is developed and provide such a written agreement when executed. The system will be established according to the guidelines set in HUD's December 5, 2011 Interim Rule and any further guidance from HUD pertaining to the system and its implementation.

4) The failure of other providers, subcontractors or entities to perform tasks related to this grant agreement, does not alleviate the Recipient from any accountability for tasks or services that the Recipient is obligated to perform pursuant to this grant agreement.

7. Department Responsibilities

a. Department Obligations

The Grant Manager will provide the recipient any pertinent information received from the Office on Homelessness, and any information regarding grant opportunities or changes to the Emergency Solutions Grant Program by HUD or the Department.

b. Department Determinations

The Department has reserved the exclusive right to make certain determinations in this grant. The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients, whether those clients are served by the Department directly or through one of its grant agreement recipients. The absence of the Department setting forth a specific reservation of right does not mean that all other areas of the resulting grant agreement are subject to mutual agreement. The Department's determination of acceptable services or reports shall be conclusive.

c. Monitoring Requirements

The effectiveness of the Recipient's performance of services purchased under this grant agreement will be monitored both programmatically and administratively by representatives of the Department in accordance with existing departmental procedures (CFOP 75-8). The monitoring will be performed by review of reports, monthly expenditure statements and may be by on-site review of records, reports, policies, and procedures.

The Department will monitor the Recipient's compliance with the terms and conditions of this grant agreement in accordance with CFOP 75-8, grant agreement Monitoring Operating Procedures. The Recipient will receive a written report within thirty (30) working days from completion for a desk review monitoring.

If the report indicates a need for corrective action, the Recipient must develop and submit to the Department for approval, a corrective action plan within thirty (30) calendar days from the receipt of the Department's notification of the need for a corrective action plan. The corrective action plan must be documented on the corrective action plan document, which is issued by the Department to the Recipient concurrently with the final monitoring report. The plan must include a timeline and identify the position responsible for the correcting the deficiency.

Upon full implementation of all corrective actions, the Recipient will be required to certify such to the Department. The determination of the adequacy of the Recipient's corrective action and the elements of the plan rests solely with the Department.

C. Method of Payment

Cost Reimbursement. Costs associated with carrying out services under this grant agreement will be first be paid by the Recipient. The Recipient will submit invoices for eligible costs to the Department for reimbursement.

1. This is a cost reimbursement grant. The Department shall reimburse the Recipient for allowable expenditures incurred pursuant to the terms of this grant agreement for a total dollar amount not to exceed $54,442.00, subject to the availability of funds, and the Recipient's required match of 100 percent. This project is funded by an Emergency Solutions Grant for the homeless from the U.S. Department of Housing and Urban Development.

2. The Recipient shall request reimbursement on a monthly basis through the submission of a properly completed Request for Reimbursement, **Exhibit C**, not later than fifteen (15) days following the end of the month for which reimbursement is being requested. Charges on the invoice must have supporting documentation attached. The invoice and the documentation must be submitted to the Grant Manager.

3. Payment may be authorized only for allowable expenditures on the invoice which are in accordance with the limits specified in the approved Budget, **Exhibit D**, and **Budget Narrative, Exhibit D2**, and in accordance with the Recipient's proposal submitted to the Department of Children and Families for the Emergency Solutions Grant Program and its applicable program component.

4. If no services are due to be invoiced from the preceding month, the Recipient shall submit a written document to the Department indicating this information within thirty (30) days following the end of the month.

5. **Financial Consequences**
Failure of the Recipient to perform under the terms of the grant agreement and pursuant to Chapter 201-154, Laws of Florida and section 215.971(1)(c), Florida Statues shall result in a financial penalty being assess on the Recipient. The Department, after determining the absence of mitigating circumstances, shall assess a penalty of 2% of the monthly invoice for any month of noncompliance. The amount will be deducted from the payment for the noncompliant month. If the failure occurs at the end of the grant agreement term, the Recipient will be penalized 2% of the last invoice to be reimbursed or the last invoice that has

At Risk of Homelessness

CRITERIA FOR DEFINING AT RISK OF HOMELESSNESS	Category 1	Individuals and Families	An individual or family who: (i) Has an annual income below 30% of median family income for the area; AND (ii) Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the "homeless" definition; AND (iii) Meets one of the following conditions: (A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance, OR (B) Is living in the home of another because of economic hardship; OR (C) Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; OR (D) Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; OR (E) Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; OR (F) Is exiting a publicly funded institution or system of care; OR (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved Con Plan
	Category 2	Unaccompanied Children and Youth	A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under another Federal statute
	Category 3	Families with Children and Youth	An unaccompanied youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act, and the parent(s) or guardian(s) of that child or youth if living with him or her.

Homeless Definition

NTS	Category 1	Literally Homeless	• written observation by the outreach worker; or
			• written referral by another housing or service provider; or
			• certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter;
			• For individuals exiting an institution – one of the forms of evidence above and:
			  ▪ discharge paperwork or written/oral referral, or
			  ▪ written record of intake worker's due diligence to obtain above evidence and certification by individual that they exited institution

	Category 2	Imminent Risk of	• A court order resulting from an eviction action notifying the individual or family that they must leave; or • For individual and families leaving a hotel or motel—evidence

ESG Minimum Habitability Standards Checklist

About this Tool

The Emergency Solutions Grants (ESG) Program Interim Rule establishes different habitability standards for emergency shelters and for permanent housing (the Rapid Re-housing and Homelessness Prevention components).

- **Emergency Shelter Standards.**
  - Emergency shelters that receive ESG funds for renovation or shelter operations must meet the minimum standards for safety, sanitation, and privacy provided in §576.403(b).
  - In addition, emergency shelters that receive ESG funds for renovation (conversion, major rehabilitation, or other renovation) also must meet state or local government safety and sanitation standards, as applicable.
- **Permanent Housing Standards.** The recipient or subrecipient cannot use ESG funds to help a program participant remain in or move into housing that does not meet the minimum habitability standards under §576.403(c). This restriction applies to all activities under the Homelessness Prevention and Rapid Re-housing components.

Recipients and subrecipients must document compliance with the applicable standards. Note that these checklists do not cover the requirements to comply with the Lead-Based Paint requirements at §576.403(a). For more discussion about how and when the standards apply, see ***ESG Minimum Standards for Emergency Shelters and Permanent Housing***, located at http://OneCPD.info/esg.

The checklists below offer an optional format for documenting compliance with the appropriate standards. These are intended to:

1. Provide a clear summary of the requirements and an adaptable tool so recipients and subrecipients can formally assess their compliance with HUD requirements, identify and carry out corrective actions, and better prepare for monitoring visits by HUD staff.
2. Provide a tool for a recipient to monitor that its subrecipient is in compliance with HUD requirements. Where non-compliance is identified, the ESG recipient can use this information to require or assist the subrecipient to make necessary changes.

Prior to beginning the review, the subrecipient should organize relevant files and documents to help facilitate their review. For instance, this may include local or state inspection reports (fire-safety, food preparation, building/occupancy, etc.), or policy and procedure documents related to emergency shelter facility maintenance or renovations.

Carefully read each statement and indicate the shelter's or unit's status for each requirement (Approved or Deficient). Add any comments and corrective actions needed in the appropriate box. The reviewer should complete the information about the project, and sign and date the form. This template includes space for an "approving official," if the recipient or subrecipient has designated another authority to approve the review. When the assessment is complete, review it with program staff and develop an action plan for addressing any areas requiring corrective action.

Instructions: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. A copy of this checklist should be placed in the shelter's files.

Approved	Deficient	Standard *(24 CFR part 576.403(b))*
		1. *Structure and materials*: a. The shelter building is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents. b. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance uses Energy Star and WaterSense products and appliances.
		2. *Access*. Where applicable, the shelter is accessible in accordance with: a. Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; b. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and c. Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35.
		3. *Space and security*: Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
		4. *Interior air quality*: Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		5. *Water Supply*: The shelter's water supply is free of contamination.
		6. *Sanitary Facilities*: Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		7. *Thermal environment*: The shelter has any necessary heating/cooling facilities in proper operating condition.
		8. *Illumination and electricity*: a. The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. b. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
		9. *Food preparation*: Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		10. *Sanitary conditions*: The shelter is maintained in a sanitary condition.
		11. *Fire safety*: a. There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas. b. All public areas of the shelter have at least one working smoke detector. c. The fire alarm system is designed for hearing-impaired residents. d. There is a second means of exiting the building in the event of fire or other emergency.
		12. If ESG funds were used for renovation or conversion, the shelter meets state or local government safety and sanitation standards, as applicable.
		13. Meets additional recipient/subrecipient standards (if any).

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:

☐ Property meets all of the above standards.

☐ Property does not meet all of the above standards.

COMMENTS:

ESG Recipient Name: _____

ESG Subrecipient Name (if applicable): _____

Emergency Shelter Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Evaluator Signature: _____ Date of review: _____

Evaluator Name: _____

Approving Official Signature (if applicable): _____ Date: _____

Approving Official Name (if applicable): _____

Exhibit C

MONTHLY REQUEST FOR REIMBURSEMENT

Provider: City of Key West

Emergency Solutions Grant Contract # KPZ19

Address: PO Box 1409
Key West, FL 33041

FEID: 59-6000346

Reporting Period: _____

EMERGENCY SOLUTIONS GRANT

BUDGET – KPZ19

ELIGIBLE ACTIVITIES	GRANT FUNDING
1. **Essential Services**	
Case Management Wages & Benefits	$30,200.00
2. **Operations**	
Maintenance & Repairs	$20,073.00
Equipment	$ 2,000.00
3. **Administration**	$ 2,169.00
TOTAL BUDGET	$54,442.00

BUDGET NARRATIVE KPZ19

July 1, 2014

1. **Essential Services**

   A Case Manager position is being added to provide essential services to clients sheltered at Keys Overnight Temporary Shelter (KOTS. ESG funds are being used to support 100% of the salary and fringe benefits for this position.

   Total: $30.200.00

2. **Shelter Operations**

   Maintenance/Repairs & Supplies: Necessary to maintain the property for the safety of clients. Some items planned include replacing the awning and reinforcing the flooring in one of the trailers. **Total: $20,073.00**

   Equipment: Upgrades are needed in several areas – some items include a new computer for the case manager and a commercial washer and dryer.

   Total: $ 2,000.00

3. **Administrative Costs**

   The allowable 4.5% will be used to support City of Key West administrative staff working on the project. **Total: $ 2,169.00**

Total: $54,442.00

ATTACHMENT II

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. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 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. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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 (1 copy)

B. Department of Children & Families (1 electronic copy and management letter, if issued)

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

Email address: 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.

Attachment III

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

05/08/2014
Date

Bogdan Vitas, Jr.
Name of Authorized Individual

KPZ19
Application or Contract Number

City of Key West
Name of Organization

3132 Flagler Ave, Key West, FL 33040
Address of Organization

ATTACHMENT IV

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

Section 1. Definitions

[redacted]

enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;

2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

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

3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

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

4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health

information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.