

RESOLUTION NO. 16-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, ACCEPTING THE ATTACHED 2015 EMERGENCY SHELTER GRANT AGREEMENT #KPZ40 FROM THE STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES IN THE AMOUNT OF \$14,569.87; AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$14,569.87 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 #KPZ40 from the State of Florida Department of Children and Families is hereby approved and accepted.

Section 2: That a budget amendment is authorized to the FY 15-16 general fund to reflect receipt of the \$14,569.87 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 17th day of February, 2016.


Authenticated by the Presiding Officer and Clerk of the  
Commission on 18th day of February, 2016.

Filed with the Clerk on February 18, 2016.

Mayor Craig Cates	<u>Absent</u>
Vice Mayor Clayton Lopez	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Absent</u>

  
CLAYTON LOPEZ, VICE 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:** Jim Scholl, City Manager

**VIA:** Sarah Hannah-Spurlock, Assistant City Manager

**FROM:** Carolyn Sheldon, Senior Grants Administrator

**DATE:** January 20, 2016

**RE:** **Approval to accept a 2015 Emergency Solutions Grant (ESG) Contract KPZ40 between the City of Key West and the Florida Department of Children and Families in the amount of \$14,569.87. Authorize an increase in grant revenue and authorize the City Manager to execute Contract KPZ40.**

#### **ACTION STATEMENT:**

This resolution will approve the acceptance of a 2015 Emergency Solutions Grant (ESG) Contract KPZ40 between the City of Key West and the Florida Department of Children and Families (DCF) in the amount of \$14,569.87. In addition, this resolution will authorize an increase in grant revenue to the general fund to reflect funding in the amount of \$14,569.87 and authorize the City Manager to execute Contract KPZ40.

#### **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 2015 Emergency Solutions Grant program administered by DCF.

#### **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.

*Key to the Caribbean – Average yearly temperature 77° F.*

For Fiscal Year 2016, the City allocated \$444,118 (plus utilities and repairs/maintenance) for SHAL to operate its homeless services. Initially, the City did not receive an award from the 2015 ESG but was subsequently offered a portion of the requested amount on the application due to excess funding available. \$14,569.87 of the \$78,750.00 the City requested in the 2015 application was offered by DCF for operational costs. As stated in Contract KPZ40, the funds are to be used as follows:

\$ 500.00	Maintenance and repairs
\$ 500.00	Equipment
\$11,569.87	Security wages and benefits
<u>\$ 2,000.00</u>	Shelter supplies
\$14,569.87	Total ESG funding

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

**FINANCIAL IMPACT:**

With the acceptance of this grant, revenue would increase by \$14,569.87, Account 0010000 3316900, requiring a budget amendment. Matching funds will come from expenditures already budgeted in Account 0016901 5693400.

**RECOMMENDATION:**

Staff recommends that the City Commission approve the acceptance of a 2015 Emergency Solutions Grant (ESG) in the amount of \$14,569.87 and authorize the City Manager to execute Contract KPZ40.

Contract No. KPZ40

Client  Non-Client

CFDA No. 14.231

CSFA No.

THIS GRANT AGREEMENT\* 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:

\*If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

**1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT.**

**1.1 Purpose and Contract Amount.**

The Department is engaging the Provider for the purpose of **assisting with the costs of operating emergency shelter facilities for homeless individuals and families**, as further described in Section 2 hereof, payable as provided in Section 3 hereof, in an amount not to exceed **\$14,569.87**.

**1.2 Official Payee and Party Representatives.**

<p><b>a.</b> The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:</p>	<p><b>c.</b> The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:</p>
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Name: **City of Key West**

Address: **PO Box 1409**

Name: **Simone Knight**

Address: **401 NW 2<sup>nd</sup> Avenue, Suite N-1007**

City: **Key West** State:FL Zip Code:**33041**

Phone: **305-809-3700**

Ext:

E-mail:

City: **Miami** State: FL Zip Code: **33128**

Phone: **786-257-5055**

Ext:

E-mail: **simone.knight@myflfamilies.com**

**b.** The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:

Name: **Carolyn Sheldon**

Address: **City of Key West**

**PO Box 1409**

City: **Key West** State:FL Zip Code:**33041**

Phone: **305-809-3700**

Ext:

E-mail: **csheldon@cityofkeywest-fl.gov**

**d.** The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: **Carolyn Sheldon**

Address: **City of Key West**

**PO Box 1409**

City: **Key West** State:FL Zip Code:**33041**

Phone: **305-809-3700**

Ext:

E-mail: **csheldon@cityofkeywest-fl.gov**

Per section 402.7305(1)(a), F.S., the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. 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.

### 1.3 Effective and Ending Dates.

This Contract shall be effective on **February 1, 2016** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **February 1, 2016** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern time, on June 30, 2016**, subject to the survival of terms provisions of Section 7.4 hereof.

- This Contract may not be renewed.
- This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, costs for the renewal may not be charged to this Contract.
  - The renewal price(s) set forth in the bid, proposal, or reply are shown in Exhibit F\_\_\_, subject to negotiation at renewal per section 287.057(13), Florida Statutes (F.S.).
  - Not applicable.

### 1.4 Contract Document.

This Contract is composed of Sections 1 through 7 hereof, as well as Exhibits A through F and Attachments 1 through 2 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.

**1.4.1** 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. Additional definitions may be set forth in Exhibit A, Special Provisions.

**1.4.2** 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, 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.

**1.4.3** The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 7 hereof, as provided therein.

**1.4.4** In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- a. Exhibits A through F;
- b. Any documents incorporated into any exhibit by reference;
- c. This Standard Integrated Contract;
- d. Any documents incorporated into this Contract by reference.
- e. Attachments 1 through 2.

## 2. STATEMENT OF WORK.

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Except for advances, if any, provided for 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. The Department's determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.

### 2.1 Scope of Work.

The Scope of Work is described in Exhibit B.

### 2.2 Task List.

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

CF Standard

Integrated Contract 2015

### 2.3 Deliverables.

Deliverables shall be as described in Exhibit D.

### 2.4 Performance Measures.

**2.4.1 Performance Measures for Acceptance of Deliverables.** The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-2.

**2.4.2 Minimum Performance Measures.** To avoid contract termination, Provider's performance must meet the minimum performance standards set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

## 3. PAYMENT, INVOICE AND RELATED TERMS.

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1 hereof, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

### 3.1 Method of Payment.

The Provider shall be paid in accordance with Exhibit F, Method of Payment and Invoices.

### 3.2 Invoices.

**3.2.1 Generally.** 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.

**3.2.2 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 performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

### 3.3 Financial Consequences.

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1 hereof. The parties agree that the penalties provided for under Section 6.1 hereof constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2.3 hereof 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 3.4 hereof, to the extent of such error.

### **3.4 Overpayments and Offsets.**

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. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. 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 at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement.

### **3.5 MyFloridaMarketPlace Transaction Fee.**

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

## **4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE.**

### **4.1 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 Exhibit A1, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

### **4.2 Independent Contractor, Subcontracting and Assignments.**

**4.2.1** 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.

**4.2.2** 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 and its subcontractors. 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 alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

**4.2.3** The Provider shall not assign its responsibilities under this Contract to another party, in whole or part, without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest. No payment shall be made under this Contract to any factor or other person who has been assigned or transferred the right to receive payment in lieu of or on behalf of the Provider except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer 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.

**4.2.4** 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 of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

**4.2.5** 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.



**4.2.6** The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

#### **4.3 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:

**4.3.1** 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.

**4.3.2** 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 5.3. hereof, 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.

#### **4.4 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. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

#### **4.5 Notice of Legal Actions.**

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Department's Contract Manager will be notified within 10 days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

#### **4.6 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.

**4.6.1** 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 Exhibit A 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.

**4.6.2** 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.

#### **4.7 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, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider 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, which shall be developed jointly with the new provider in consultation with the Department.

#### **4.8 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.

#### **4.9 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.

#### **4.10 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.

#### **4.11 Employee Gifts.**

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

#### **4.12 Mandatory Reporting Requirements.**

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at [IG.Complaints@myflfamilies.com](mailto:IG.Complaints@myflfamilies.com). The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in Children and Families Operating Procedure (CFOP) 180-4, which can be obtained from the Contract Manager.

### **5. RECORDS, AUDITS AND DATA SECURITY.**

#### **5.1 Records, Retention, Audits, Inspections and Investigations.**

**5.1.1** The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.

**5.1.2** Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

**5.1.3** Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2 hereof.

**5.1.4** These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

**5.1.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 Code of Federal Regulations (CFR) s. 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

**5.1.6** A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.

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

No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

#### **5.2 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 6.2.3 hereof.

#### **5.3 Provider's Confidential and Exempt Information.**

**5.3.1** By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider agrees that, upon written request of the Department, it shall promptly provide to the

Department a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

**5.3.2** Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 5.3.2.a. hereof.

- a. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.
- b. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.a hereof. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.a. hereof, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

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

#### **5.4 Health Insurance Portability and Accountability Act.**

The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. s.1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment 2 to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

**5.5 Confidential Client and Other Information.** Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

**5.6 Data Security.** The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to Department data systems or maintain any client or other confidential information in electronic form:

**5.6.1** 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.

**5.6.2** The Provider shall provide the latest Departmental security awareness training to its staff who have access to departmental information.

**5.6.3** 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 CF 0114 may be obtained from the Contract Manager.

**5.6.4** The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile 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.

**5.6.5** The Provider agrees to notify 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.

**5.6.6** The Provider shall at its own cost provide 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. 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.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 5.6 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

## **6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION.**

### **6.1 Financial Penalties for Failure to Take Corrective Action.**

**6.1.1** In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, 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.

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

**6.1.3** 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.

**6.1.4** 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.

### **6.2 Termination.**

**6.2.1** 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.

**6.2.2** In the event funds for payment pursuant to this Contract become 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.

**6.2.3** 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. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a 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.

**6.2.4** 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 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 timely 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.

In the event of termination under Sections 6.2.1 or 6.2.2 hereof, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

### **6.3 Dispute Resolution.**

Any dispute concerning performance of this 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 exhibits or other attachments, 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 6.2 hereof.

All notices provided under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.d hereof by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

## **7. OTHER TERMS.**

### **7.1 Governing Law and Venue.**

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 any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

### **7.2 No Other Terms.**

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.

### **7.3 Severability of Terms.**

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.

### **7.4 Survival of Terms.**

The parties agree that, unless a provision of this 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.

### **7.5 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.

### **7.6 Preferred Pricing Affidavit.**

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 90



days of Provider entering into a contract or 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, F.S.

#### **7.7 Anticompetitive Agreements.**

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.

#### **7.8 Communications.**

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, such communication includes email, and attachments thereto are deemed received when the email is received.

#### **7.9 Accreditation.**

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.

#### **7.10 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.

#### **7.11 DEO 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.

#### **7.12 Purchases by Other Agencies.**

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

#### **7.13 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 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.

#### **7.14 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. 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. 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. 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 assume implementation of agreed emergency relief provisions.


By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4 hereof.

IN WITNESS THEREOF, the parties hereto have caused this 71 page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: CITY OF KEY WEST

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature:   
Print/Type  
Name: James K. Scholl  
Title: City Manager  
Date: 17 FEB 2016

Signature:   
Print/Type  
Name: Bronwyn Stanford  
Title: Regional Managing Director  
Date: 2-25-16

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

STATE AGENCY 29 DIGIT FLAIR CODE: \_\_\_\_\_  
Federal Tax ID # (or SSN): 59-6000346

Provider Fiscal Year Ending Date: 06/30



## EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Sections 1 through 7, above, as provided herein:

### SECTION 1: ENGAGEMENT, TERM AND CONTRACT DOCUMENT

N/A

### SECTION 2: STATEMENT OF WORK.

N/A

### SECTION 3: PAYMENT, INVOICE AND RELATED TERMS

N/A

### SECTION 4: GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

N/A

### SECTION 5: RECORDS, AUDITS AND DATA SECURITY

N/A

### SECTION 6: PENALTIES, TERMINATION AND DISPUTE RESOLUTION

N/A

### SECTION 7: OTHER TERMS

N/A

## EXHIBIT A1- STATE AND FEDERAL LAWS, RULES AND REGULATIONS RELATING TO PERFORMANCE

As provided in Section 4.1 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract, as they may be enacted or amended from time to time. 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.

### A1-1 Federal Law.

**A1-1.1** 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, Parts 74 and 92, and other applicable regulations.

**A1-1.2** If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

**A1-1.3** 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.

**A1-1.4** 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 **N/A**. 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.

**A1-1.5** 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.

**A1-1.6** Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. 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. Employee assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

**A1-1.7** If this Contract is with a sub-recipient of federal financial assistance, the Provider shall comply with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the "Super Circular"), Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200).

**A1-2 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 VI 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. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

**A1-3 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.

**A1-4 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.

**A1-5 Whistleblower'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.

#### **A1-6 Public Records.**

**A1-6.1** As required by section 287.058(1)(c), F.S., the Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

**A1-6.2** As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Provider upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

#### **A1-7 Support to the Deaf or Hard-of-Hearing.**

**A1-7.1** Where direct services are provided, the Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

**A1-7.2** If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 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 by the 5<sup>th</sup> business 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 14 calendar days of the effective date of this requirement.

**A1-7.3** The Provider shall, within 30 days of the effective date of this requirement, 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 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

**A1-7.4** The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

**A1-7.5** The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

**A1-7.6** 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. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

**A1-7.7** If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

**A1-7.8** The Department requires each contract/subcontract provider agency's direct service employees to complete Serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

**A1-8 Client and Other Confidential Information.** State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

**A1-9 PRIDE.** 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, (800) 643-8459.

**A1-10 Recycled Products.** The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

**A1-11 Scrutinized Companies.** If this Contract is for an amount of \$1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**A1-12 Federal Funding Accountability and Transparency Act (FFATA).** An act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

**A1-12.1 FFATA 2006.** The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$25,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.

**A1-12.2 Digital Accountability and Transparency Act (DATA)2014.** An expansion of the FFATA 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

**A1-13 Prompt Payment and Vendor Ombudsman.** 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. Any amount that is authorized for payment but 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 (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

**A1-14 Timely Payment of Subcontractors.** 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 7 working days after receipt of full or partial payments from the Department in accordance with section 287.0585, 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 (.005) 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 (15%) percent of the outstanding balance due.

#### **A1-15 Employment Screening**

**A1-15.1.** The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

- a. Employment history checks;
- b. Fingerprinting for all criminal record checks;
- c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.
- f. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

**A1-15.2** The Provider shall sign an affidavit each State fiscal year for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

**A1-15.3**The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract Provider Agency, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Department or a Contract Provider, or if that individual is being promoted, transferred or demoted within the Department or Agency."

**A1-16 Human Subject Research.** The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

**A1-17 Coordination of Contracted Services.** Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with Section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

- Name of each contracting State agency and the applicable office or program issuing the contract.
- Identifying name and number of the contract.
- Starting and ending date of each contract.
- Amount of each contract.
- A brief description of the purpose of the contract and the types of services provided under each contract.
- Name and contact information of each Contract Manager.

**A1-18 State Policies.** The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

**See N/A for additional laws, rules and regulations affecting performance of this Contract.**

## EXHIBIT B - SCOPE OF WORK

### B-1 Grant Agreement Terms

**B-1.1** 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 Contract Manager.

**B-1.2** For the purposes of this agreement the term “grant” can be used interchangeably with the term “contract” and the term “recipient” can be used interchangeably with the term “Provider” or “Grantee”. These terms will be subject to the terms and conditions of this contract.

**B-1.3** The definitions contained in the U.S. Department of Housing and Urban Development Interim Regulations published December 5, 2011, as amended and the 24 C.F.R. § 576 shall govern the Department’s grant awards. Copies of these federal regulations are available by contacting the Contract Manager identified in the Department contact section.

#### B-1.4 Authority

For federal regulations governing the Emergency Solutions Grant Program see the HUD web site to view or print regulations at the following website:

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

### B-2 Scope of Service

This Grant is funding from the 2010 Emergency Shelter Grant (ESG), now known as the Emergency Solutions Grant, which is a federally funded program awarded to the State of Florida through the Department. This is a five month contract through which services shall be provided in Monroe County in accordance with the Grantee’s response to the Department’s Emergency Solutions Grant solicitation LPZ16, incorporated herein by reference and 24 C.F.R. § 576.

### B-3 Major Contract Goals

The major goals of this contract are to provide temporary housing for homeless individuals and families and provide shelter operations as outlined in the Task List (**Exhibit C**).

### B-4 Service Area/Locations/Times

#### B-4.1 Service Location

Services will be provided at the Keys Overnight Temporary Shelter (KOTS) located at:

5537 College Road – Rear  
Key West, FL 33040

#### B-4.2 Service Times

Services for Emergency Shelter Facilities contracts will be from 6:30 p.m. to 7:30 a.m., 7 days a week including holidays. Any change in service time shall not require an amendment to this grant, but will require the Grantee to request written approval from the Contract Manager prior to the time change.

**B-4.3 Changes in Location:** The service delivery location shall not be changed without prior written approval from the Contract Manager.

**B-5 Clients to be Served- General Description:**

**B-5.1** Emergency Shelters serve individuals and families who are literally homeless, at imminent risk of becoming homeless, and fleeing/attempting to flee domestic violence victims.

**B-6 Client Eligibility**

**B-6.1** Client eligibility for services shall be determined by the Grantee in accordance with 24 CFR § 576, the guidelines outlined in the Grantee's written standards (**Exhibit B1**), and any procedures established by the Department prior to execution of this grant.

**B-6.2** Individuals defined as Homeless under the following categories are eligible for assistance in Emergency Shelter Facilities (See **Exhibit B2** for HUD Category definitions):

**B-6.2.1** Category 1 – Literally Homeless

**B-6.2.2** Category 2 – Imminent Risk of Homeless

**B-6.2.3** Category 3 – Homeless Under Other Federal Statutes

**B-6.2.4** Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)

**B-7 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. The Grantee is directed to review the definitions of homelessness in 24 C.F.R. § 576.2 and **Exhibit B2**.

**B-8 Equipment:** It is the responsibility of the Grantee 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.

**B-9 Contract Limits:** This grant agreement is limited to funding from **February 1, 2016**, or the date of grant execution, whichever is later, to and including **June 30, 2016**. Funding is limited to no more than **\$14,569.87** for the grant period and must be met with a dollar for dollar match requirement according to 24 C.F.R. § 576. There is no provision for renewal or extension of this grant agreement.



EXHIBIT B1

WRITTEN STANDARDS

**Keys Overnight Temporary Shelter  
EMERGENCY SHELTER**

**GENERAL PRINCIPLES**

These operating procedures are to be followed by shelter attendants and case managers at the Keys Overnight Temporary Shelter (KOTS).

To the extent that these procedures are inconsistent with Federal, State, or municipal law and regulations, those laws and regulations must be followed. If an inconsistency is identified, the Operations Director or the Executive Director should be notified and the procedures should be amended.

If a shelter attendant or caseworker believes the application of the procedures in a unique situation would be detrimental to the client and public, the shelter attendant or caseworker should ask the Operations Director or the Executive Director for a waiver of procedures for that situation with respect to that client. For example, there may be good reasons that disciplinary consequences for an individual incident may be more severe than justified. The Directors may waive the procedures in these situations unless they are prohibited by law or regulation.

Shelter attendants and case managers should note areas where the procedures are not accurate, lack clarity or completeness, or could be improved generally. They should forward these notes to the Operations Director as appropriate so that the procedures can be updated.

NOTE: Other service providers are mentioned through this document. Contact information and additional information about their services may be found at the "Resources" tab on the SHAL website, [shalkw.org](http://shalkw.org).

## **FART 1 – SHELTER ACTIVITIES**

### **I. Who may be served by at KOTS?**

The Keys Overnight Temporary Shelter (KOTS) is intended to provide essential services to adult, homeless individuals.

The definition of a homeless individual is one who lacks, a fixed, regular, and adequate nighttime residence meaning:

- (i) the individual has a nighttime residence that is public or private place that is not meant for human habitation, for examples, the mangroves or the beach;
- (ii) was living in a publicly or privately operated shelter designated to provide temporary living arrangements, for example FKOC or Catholic charities, or
- (iii) is existing an institution where he or she resided for 90 days or less and who resided in a an emergency shelter or place not meant for human habitation immediately before entering the institution, for example, someone who was released from detention and had no home before deintion.

This definition was drawn from the Federal Regulations and the Florida statute. See Attachment 1 and Attachment 2 for details.

Homeless individual under 18 years old should not be admitted to KOTS. Rather they should be referred to the Florida Keys Children's Shelter, with which SHAL has a Memorandum of Understanding.

Homeless families (with children) should not be admitted to KOTS. Rather, they should be referred to Samuel's House, with which SHAL has a Memorandum of Understanding, or Weeley House.

If there are any questions about whether a potential client is homeless or at risk of homelessness, contact the Operations Director or the Executive Director.

NOTE: Courtesy should be shown to all people who request services at the KOTS, even if they are not homeless. Efforts should be made to direct people who are not homeless to service providers who may be able to assist them.

## II. Entry on duty

- A. Upon arrival at KOTS, shelter attendants shall sign in using the electronic time clock.
- B. Upon arrival, the shelter attendants and case managers shall review the entries in the Logbook, maintained in the front area of the administration trailer, from their last shift to the present. The Logbook contains information on significant events that during each shift and communications from the Operations Director. Additional instructions on making entries and using the Logbook will follow.
- C. The shelter attendant conducting intake that evening should prepare a worksheet that includes the names of those who use KOTS regularly or who used KOTS the previous evening. The worksheet should also allow for an indication of whether the user obtained a sheet and a towel for the night and indicate which bed space was assign to the user.

## III. Intake

### Timing and Staffing

- A. Users are not permitted on the Sheriff's property before 6:30 pm, except for those users who participate in KOTS I (cleaning or other duties) and have KOTS I passes, who may enter at 5:30 pm.
- B. Intake should begin at 5:30 pm when users in KOTS I start to enter. Other users may not enter until 6:30 pm.

### Monitoring Entry

- C. Two shelter monitors shall monitor entry of users into KOTS.
- D. These shelter attendants shall refuse entry to those prior users that were trespassed for the duration of the trespass. Trespasses are indicated in the Logbook and on sheets posted in the In-take Booth and the office of the Operations Director. See Section VIII on Trespass.
- E. Shelter attendants may refuse entry to and/or trespass users who are violent, disruptive, or incapacitated. Shelter attendants may insist that users take a breath test to determine their level of intoxication.
- F. Shelter attendances may check bags and personal items for alcohol, drugs, weapons, or other items that are forbidden at KOTS. Forbidden items may be

confiscated and the user may be trespassed. Return of the items in the morning is at the discretion of the shelter attendants on duty at that time.

#### General Intake

- G. Once the shelter attendants allow users to enter, users should go to the Intake Booth and the intake shelter attendant should note prior users on the worksheet, whether they acquired a sheet and a towel, and assign them bed spaces. If a user has not been to KOTS previously, the in-take shelter attendant should get the name and bed space of the new user and should inform the new user that a shelter attendant will contact him or her later in the evening to complete assessment forms.
- H. Intake shelter attendants also note requests for wake-up calls and note the bed number and time. Wake-up calls should only be provided for good reasons such as employment. A sample call sheet is provided in Attachment 3.
- I. Shelter attendants should conduct an assessment of new users as early as practical following the procedures set forth in Section IV, entitled Assessment.
- J. There are two types of bed spaces – reserved and unreserved. Reserved bed spaces are only available on those users who have been assigned spaces by the Operations Director due to employment, medical problems, or other reasons. A list of reserved spaces will be available in the Intake Booth. Unreserved spaces will be assigned on a "first come, first served" basis by the intake shelter attendant. The intake shelter attendant should try to accommodate requests to the extent practical.

#### Terminating General Intake

- K. The intake shelter attendant shall direct that the gates be closed and general intake terminated when the number of users reaches 140 or at 9 pm, whichever is first.

#### Intake under Special Circumstances

- L. After general intake is terminated, the intake shelter attendant shall admit users in the following circumstances:
  - release from the detention center, with papers,
  - release from a hospital, with papers,
  - request by the Key West Police Department,
  - arrival in Key West by Grayhound® bus, with papers,
  - verified employment,
  - permission of the Operations Director (e.g., referrals from other service providers with which SHAL has Memoranda of Understanding.).

Intake under special circumstances should be reported on a KOTS Incident Report (See Appendix 4) and should be recorded in the Log. The Incident Report should be placed on the desk of the Operations Director.

#### HMIS Data

- M. Shelter attendants will enter information from the intake worksheets as promptly as possible into the HMIS database.

#### **IV. Assessment**

- A. A shelter attendant will initiate an assessment of each new user by requiring the user to complete the individual intake form (See Attachment 5) in its entirety as well as the Pathways Authorization Form (See Attachment 6) that should be attached to the intake form.

NOTE: The Client Intake Form follows the input sequence for the HMIS provided by Pathways. By October 2013, however, it is expected that the HMIS will migrate to a new provider and forms will have to be adjusted.

NOTE: It is expected that the Monroe County Continuum of Care will adopt a Coordinated Assessment System (CAS) in the near future. When adopted, the KOTS will use the common intake form and refer clients through the System to housing providers and mainstream benefits such as employment, medical and mental health providers, and ACCESS.

1. Determine if the user has special needs, such as interpretation, or auxiliary aids or services for the deaf or hear of hearing. Note such needs on the appropriate form in the file of the client.
  2. The information on the user intake form should be entered into the HMIS, no later than 24 hours after intake.
  3. Verify, from the user intake form and the user, that he or she meets the appropriate definition of homeless, including whether services may be provided under the ESG grant.
- B. The shelter attendant should inform the user that he or she will be contacted by a case manager during this stay or future stays to ascertain the needs of the user and to develop a plan to obtain permanent housing for the user.
- C. The shelter attendant should also provide the user with a copy of the KOTS rules and explain the rules to the user. (See Attachment 7) The user should sign a copy for the files.

- D. A paper file should be created to hold the paper intake form, the authorization form, the rules, and other documents created while the person uses KOTS.
- E. The paper files should be transmitted to the case managers for them to process users in accordance with Part 2 of this Standard Operating Procedure.

**V. Post-intake responsibilities**

- A. Lights out is at 9:30 pm.
- B. After lights out, shelter attendants should enter HMIS data and start laundry and clean up.
- C. Shelter attendants should note returned linens.

**VI. Outtake**

- A. Shelter attendants should clear the dormitories at 7 am. and ensure that all users, except KOTS I users, exit KOTS by 7:30 am.
- B. Shelter attendants should collect the remaining linens and note the return on the sign-in log.
- C. Shelter attendants should supervise KOTS I users in cleaning KOTS and doing laundry.
- D. Shelter attendants should cross check the sign-in sheets with the HMIS lists for accuracy.
- E. Shelter attendants should prepare KOTS for intake.

**VII. Conduct of staff and general responsibilities**

- A. All users will be treated with kindness, empathy and respect at all times by shelter attendants and other users.
- B. Staff shall not discriminate in the treatment of users or other staff on the basis of race, color, religion, sex, national origin, disability, age, or marital status.
- C. Staff shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of an aged or disabled to the Operations Director. The

Director, in turn, should report the abuse to the Florida Abuse Hotline at 1-800-96ABUSE as required by Florida law.

**VIII. Trespass**

- A. Users must follow the rules enumerated on the document signed at the first intake or posted at KOTS. Also, users must obey instructions of the shelter attendants.
- B. Violence to staff or other users is not permissible.
- C. Failure to follow the rules shall be reported on
- C. Failure to follow the rules may result in "trespass" – the prohibition of entry into KOTS.
- D. The following are examples of actions that warrant trespass and minimum periods of trespass for those actions. The Operations Director may increase or decrease the duration of trespass when equity demands.

<b>TRESPASS</b>	
<b>ACTIONS SUBJECT TO TRESPASS</b>	<b>DURATION OF TRESPASS</b>
Alcohol, possession	First offense – 2 wks Subsequent offenses – 1 month
Alcohol, lack of sobriety (sobriety test at 0.15 percent – twice legal limit)	Trespass until sober
Alcohol, refusal to take sobriety test	2 weeks
Drugs, illegal, possession	First offense – 2 wks Second offense – 1 month Third offense – permanent and notify Sheriff

Food/drink in sleeping areas	First offense – 1 wk/clean toilets Second offense – 2 weeks Third offense – 1 month
Stealing (witness and 100 percent certainty)	Permanent
Urination in non-designated areas	First offense – 1 wk/clean toilets Second offense – 2 weeks Third offense – 1 month
Threat to staff (physical or serious verbal abuse)	Permanent
Threat, verbal to staff or users	Trespass
Violent behavior – Sheriff called  Minor offense Major offense Endangerment to User or Staff	1 wk. 2 wks. Permanent
Violent behavior -- Sheriff not called	Trespass the aggressor
Unauthorized presence on KOTS property	First offense – 2 wks. Second offense – 1 month Third – permanent

- E. Trespasses should be noted in the Log and an KOTS Incident Report should be completed. (See Attachment 4.)
- F. The Operations Director should notify the Key West Police Department (Quality of Life Office Gary Lovette) and the Monroe County Sheriff's Office (Lt. Flomina) of permanent trespasses.



**IX. Interventions by others**

- A. In case of violent behavior, medical emergencies, or other emergencies, shelter attendants should contact emergency services for the Sheriff, the Emergency Medical Service, or others to intervene.
- B. These interventions should be reported on the KOTS Incident Report (See Attachment 4.) and in the Log.

**PART 2 -- CASE MANAGEMENT****I. Initial Case Management**User interview.

- A. Case managers should conduct an interview with the user as soon as practical after intake to determine what the user needs to obtain permanent housing. Housing needs may vary widely. Some may need supportive living facilities, some may need treatment centers, and others may need assistance finding affordable housing. To obtain and maintain a form of housing, users may need other services such as medical or mental health services, assistance in obtaining documentation to obtain jobs, or assistance in finding a job.
  1. The case manager should try to understand why the user is homeless. Ask the client what services he or she believes they need.
  2. Based on history and the request for services, the case manager should recommend a plan for obtaining the services the user needs to obtain effective housing.
  3. Optimally, the plan would be written and signed by the user and the case manager. A copy should be given the user and another placed in the paper file.
  4. The interview and the creation of a plan should be noted in the HMIS system.
  5. As part of the initial interview, the case manager should also determine if the client may be eligible for disability using the client intake and other information provided by the client. If the client may be eligible, refer the client to the case manager(s) who specialize in obtaining disability benefits, who will follow the procedures in Section III.K of this Part.
  6. Case managers should also determine if the food stamp program available through ACCESS is appropriate.
  7. The case manager and the user should begin executing the plan.

Abuse or Neglect

- B. Case managers shall immediately report any knowledge or reasonable suspicion of abuse neglect, or exploitation of an aged or disabled to the Operations

Director. The Director, in turn, should report the abuse to the Florida Abuse Hotline at 1-800-96ABUSE as required by Florida law.

Single Case Manager

- C. The original case manager should, to the extent possible, continue to work with the user while he or she is at KOTS.

Confidentiality

- D. Case managers may receive "health information" from clients or from other institutions when attempting to assist those clients. Health information is any information, whether oral or recorded in any form or medium relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual. *(Based on the HIPPA Regulations)*
- E. Health information should not be used or disclosed except as authorized by the client (e.g., a signed representation agreement for Social Security matters) or as provided in a Business Associate Agreement with another entity. A typical Agreement is provided in Attachment 8.

Special Services

- F. The following vendors may be able to supply special services needed by clients. Please contact the Operations Manager or the Executive Director to make arrangements to use these services.
  - 1. Birnbaum Interpreting Services: Video Remote Interpreting (VRI), video conferencing on the Internet to enable deaf, hard-of-hearing, or hearing individuals in the same room via a live remote interpreter.
  - 2. Pacific Interpreters: Language Interpretation and translation, including sign language – video, audio, and document services.

ii. Discharge

- A. Discharge clients when the clients transfer to another service provider, relocated, or if they obtain housing and no longer need case management.
- B. The discharge should be noted in the HIMIS system.

- C. The reason for discharge is listed in HMIS, e.g., obtained stable housing, relocated, non-compliant, etc.
- D. If there has been no contact with a client for 30 days, the case manager should discharge the client and note the discharge in the HMIS, unless there is a good reason not to discharge the client. In which case, the reason should be noted in the HMIS system.
- E. Once discharged, the client's paper file will be moved to the discharge files section.
- F. Discharged files must be retained for at least five years after the date of discharge, unless required by law to be retained for a longer period.
- G. All files should be shredded after the passage of the retention period.

### **III. Services**

Procedures for directly providing various services follow. Caseworkers should also refer clients to other service providers as appropriate.

A comprehensive list of service providers in Monroe County for food, housing, medical services, substance abuse prevention, job services, transportation, identification services, and veteran's services is available in the Resources section of the SHAL website – [shalkw.org](http://shalkw.org).

Case managers should bring this list to the attention of clients and should refer clients to these service providers as appropriate.

- A. *Local identification cards* from the Department of Motor Vehicles
  - 1. The case manager can assist clients in obtaining identification cards but cards cannot be obtained immediately.
  - 2. The process is the same for a client who is from out-of-state as it is for a Florida resident *without* a GOLD STAR on his or her identification, which means that the client has provided the necessary documentation.
  - 3. The client will need the following:
    - 3.a. an original birth certificate with a raised seal (NO COPIES);

NOTE: The case manager may assist clients in obtaining birth certificates – see Part III.J.

- 3.b. a Social Security card or Social Security release form (copies of forms attached).
    - 3.c. two forms verifying residence or a verification of homelessness and residency at a shelter or housing facility (copies of forms attached).

NOTE: A form verifying residence could be a utility bill, bank statement, or letter from a government office.

NOTE: The case manager can verify the homelessness of those clients using the Keys Overnight Temporary Shelter by completing a standard form.

NOTE: Identification cards are free if the application includes a homelessness verification letter. The case manager does not pay for identification cards for those who do not have a verification letter.

SEE: DMV file-sample.

- 4. Actions should be noted in the HMIS system.

Social Security Release

U.S. SOCIAL SECURITY

5025b-401 F.009

Form Approved  
OMB No. 0960-0566

Social Security Administration  
Consent for Release of Information

TO: Social Security Administration

\* \_\_\_\_\_ \* \_\_\_\_\_ \* \_\_\_\_\_  
Name Date of Birth Social Security Number

I authorize the Social Security Administration to release information or records about me to:

NAME	ADDRESS
Department of Motor Vehicles	FAK 305-293-6337
_____	_____
_____	_____

I want this information released because:  
to obtain a Driver's License and/or ID card.

(There may be a charge for releasing information.)

Please release the following information:

- Social Security Number *Printout*
- Identifying information (includes date and place of birth, parents' names)
- Monthly Social Security benefit amount
- Monthly Supplemental Security Income payment amount
- Information about benefits/payments I received from \_\_\_\_\_ to \_\_\_\_\_
- Information about my Medicare claim/coverage from \_\_\_\_\_ to \_\_\_\_\_ (specify) \_\_\_\_\_
- Medical records
- Record(s) from my file (specify) \_\_\_\_\_
- Other (specify) \_\_\_\_\_

I am the individual to whom the information/record applies or that person's parent (if a minor) or legal guardian. I know that if I make any representation which I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

\* Signature: \_\_\_\_\_  
(Show signatures, initials, and addresses of two people if signed by mark.)  
\* Date: \_\_\_\_\_ Relationship: \_\_\_\_\_

Form SSA-3228 (5-2007) EF (5-2007)



Homeless Verification

**Southernmost Homeless Assistance League**

**Mobile Outreach Project**

P.O. Box 2990 | Key West, FL 33045

P: 305.600.7624 F: 305.396.3329 | mopkeywest@gmail.com

Wednesday, July 17, 2013

Subject: Verification of Homeless Status

The Mobile Outreach Project of SHAL certifies that NAME meets the definition of a homeless person in accordance with state law. [Section 420.621, Florida Statutes]

This agency provided the following services to this individual:

Street Outreach, Assessment and Referral

Supportive Services: hygiene, clothing, transportation, etc.

Personal Identification Services: birth certificate, social security, etc.

Other Specify: \_\_\_\_\_

Based on this agency's records, NAME, has the following residence address, which is a homeless shelter:

5537 College Road  
Key West, Florida 33040

Evidence to document the basis of this determination of NAME status as homeless is maintained in this agency's file.

Sincerely,

Angelo L. Benowitz  
Case Manager  
Mobile Outreach Project of  
Southernmost Homeless Assistance League





III.B. *Driver's licenses* from the Department of Motor Vehicles.

1. Clients need the same documentation as they do for identification cards in part III.A.
2. The case manager does not pay for driver's licenses unless the license is absolutely *required* for a confirmed and verified job in Key West, e.g., cab driver.
3. Actions should be noted in the HMIS system.

III.C. *Bus tickets for relocation outside of Key West.*

1. A relocation bus ticket is a ONE-TIME service. FUNDS UNDER THE ESG GRANT **MAY NOT BE USED TO PURCHASE BUS TICKETS. THE CLERK'S DRUG ABUSE TRUST FUND GRANT MAY BE USED.**
2. The case manager will only provide a relocation bus ticket for a valid reason – that is providing the ticket should lead to obtaining a permanent home. Valid reasons include:
  - 2.a. a job;
  - 2.b. reunification with family;
  - 2.c. rehabilitation; and
  - 2.d. return to a residence elsewhere after being stranded in Key West.
3. All requests must be verified by a contact person at the destination, e.g., the employer, family member, official of the rehabilitation facility.
4. The case manager will only subsidize \$100 of the purchase price of the ticket. The client is expected to obtain the difference from wages, friends, family, or other service providers.
  - 4.a. The case manager does not purchase redeemable tickets.
  - 4.b. Purchase of a ticket on-line should be limited to instances when the client will pay the \$18 charge for purchase by a non-traveling person.
  - 4.c. In extraordinary circumstances, the case manager may pay the entire cost of the ticket. Full-cost payment may only be authorized by the Operations Director or the Executive Director.
5. The client must sign the standard agreement acknowledging that providing the ticket is a one-time service and that **SHAL** expects reimbursement in the client returns to Key West within a year of the date of purchase of the ticket.
6. Actions should be noted in the HMIS system.

### III.D. *Mail*

1. Users may use the SHAL address (P.O. Box 2990, Key West, FL 33045) as a temporary address for receiving mail from the U.S. Postal Service.
2. Clients should be advised that they are responsible for routinely checking to see if they have mail. The case manager will only retain client mail for 30 days. It will be returned to sender after 30 days from pick up at Post Office
3. Clients should be advised that they are responsible for completing the appropriate change of address procedures if they obtain housing.
4. Clients should be advised that they are NOT permitted to ask the staff of the U.S. Postal Service to retrieve mail from the post office box.
5. Granting permission to a client to use the SHAL address should be noted in the HMIS system. Individual pick-ups of mail need not be noted.

### III.E. *Local bus passes*

1. The case manager may supply local bus passes for:

the elderly and disabled;  
legitimate job-related activities; and  
medical or legal appointments.

For example, the case manager may not supply local bus passes merely because a client does not feel like walking. On the other hand, the case manager should supply a pass if the client's feet are swollen and bleeding.

2. Case managers should write "KOTS" and the date of issue on the back of the ticket.
3. Actions should be noted in the HMIS system.

### III.F. *Clothing*

1. Clothing is usually available from several sources.
2. A limited amount of clothing is available on the vehicle. Clients are allowed to look through what is there and take what they need.
3. The Salvation Army will provide homeless clients with clothing without payment and without referral. A referral is needed, however, if the client wants clothing for employment or educational activities. There is a sample referral letter in the files that must accompany the client seeking special clothing.
4. St. Peter's Episcopal Church also provides clothing. Clients may be referred to St. Peter's by writing St. Peter's, the client's name, and the date on the back of the case manager's business card.
5. Actions should be noted in the HMIS system.

III.G. *Use of the THE CASE MANAGER telephone*

1. Users may use a SHAL telephone for business-related calls.
2. Users may use the SHAL to contact other service providers. A list of providers is available in the vehicle and on [www.shalkw.org](http://www.shalkw.org). If the user wishes to schedule an appointment with another service provider, case managers should volunteer to place the call because initial contact by the case manager may expedite services.
3. Actions should be noted in the HMIS system.

III.H. *Housing and shelter requests*

1. A client can go directly to the Keys Overnight Temporary Shelter without referral. The client must, however, arrive before the gates are closed for the evening.
2. A comprehensive list of housing providers is available in the Resources section of the SHAL website – [shalkw.org](http://shalkw.org). Contact with these other providers must usually be made by the case manager. Usually, the case manager must call and set an appointment for the client to be screened. The following examples are provided.
  - 2.a. For the men's program at FKOC, the case manager must call ahead and make arrangements for intake.
  - 2.b. For the women's program at FKOC, the case manager must complete a referral form found in the files and fax it to FKOC before they will make an appointment.
  - 2.c. Samuel's House will screen the client in a telephone call set up by the case manager.
3. Case managers should ensure that they refer clients only to housing that is habitable as described in the ESG Housing Habitability Standards Inspection Checklist reproduced in Annex 2.
4. For clients who do not have savings but have income, assistance is available for acquiring first and last month's rent to submit at the beginning of their lease. Coldwell Banker Foundation is one source.
5. All actions should be noted in the HMIS system.

III.I. *Hygiene and first aid supplies.*

1. Limited supplies of hygiene and first aid supplies may be available at KOTS and may be distributed to clients.
2. Routine distributions to users do not have to be noted in the HMIS System.

### III.J. *Birth Certificates*

1. Determine where the client was born – state, city, hospital. Go on-line and find the department of vital records for that location. Normally, each department has a form for requesting birth certificates. Some of these forms are in the files, but normally a copy may be found on the Department's website.  
  
NOTE: For those born in Florida, the forms are available at KOTS and from the Monroe County Health Department in the Gato Building. The fee for a Florida birth certificate is \$16 and may be paid by credit card.
2. Request a current state-issued photographic identification from the client as most states will request one. Make a copy for inclusion in the application for a birth certificate.
- 2.a. Ask what other identification may be available, e.g., expired identifications, mug shots.
- 2.b. Call the vital records office and ask if the identification you have is acceptable or if there are other forms of identification that are acceptable. Usually, the staff of the vital records office is helpful.
3. Get the client to SIGN the request for a birth certificate when the client requests it. Otherwise, the client may not return promptly and the request will be delayed.
4. Once the request form is complete and SIGNED by the client and the required forms of identification (if any) are compiled, request a check from the Bookkeeper (George Hurd) by e-mail. The e-mail should include the name of the vital records office, its address, the amount of the fee for the birth certificate, and the client's name.
5. When the Bookkeeper forwards the check, forward the the request, forms of identification, check, and a self-addressed, stamped envelope (SASE) to the vital records office. The address on the SASE should be the SHAL address (P.O. Box 2990, Key West, FL 33045) – not the client's address – so the issuance of the birth certificate can be tracked.
6. Currently, Angelo Benowitz, on the SHAL staff, is a notary.
7. Always ask the staff member in the vital records office about the timeframe for processing the request. Inform the client of the expected date of receipt of the birth certificate.
8. Do not use the on-line service called Vital Check except when there are extraordinary reasons for obtaining the birth certificate immediately. While they will provide a birth certificate and charge a credit card directly, the fees are prohibitive. Obtaining certificates from the vital records office is usually less expensive and more flexible.
9. All actions should be noted in the HMIS system.

### III.K. *Disability benefits*

1. All requests for social security disability benefits will be referred to the designated and trained SOAR case manager(s).

NOTE: SSI/SSDI Outreach, Access, and Recovery (SOAR) is a national project funded by the Substance Abuse and Mental Health Services Administration (HHS) that is designed to increase access to Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) for eligible adults who are homeless or at risk of homelessness.

2. The SOAR case manager must determine that the client is "homeless" or "at risk of homeless" as those terms are defined by Federal law and must document the grounds for that determination. Charts to assist the case manager in determining whether a client meets the definitions and the required documentation are found in Annex 3.
3. The client must sign the SOAR form that authorizes SHAL staff to assist the client in obtaining SSI or SSDI benefits (see attached form).
4. The case manager shall make an initial determination whether the client is likely to be eligible for benefits using the procedures outlined in the SOAR training manual entitled *Stepping Stones to Recovery*, by Perret and Dennes, and published by the U.S. Department of Health and Human Services and the SOAR website at <http://www.prainc.com/soar/about/default.asp>.
- 4.a. If the client is not, the case manager will inform the client that it is not appropriate to request benefits.
- 4.b. If the client appears likely to be eligible, the case manager will follow the procedures in the SOAR training manual entitled *Stepping Stones to Recovery* for applying for benefits.
5. Case managers should keep clients informed about each step in the process.
6. Case managers should contact the Primary Care Center operated by the Rural Health Network for medical certifications and Dr. Michael Hayes for mental health certifications.
7. Case managers should co-ordinate with the local office of the Social Security Administration, headed by Ms. Carmen Turner.
8. SSI and SSDI benefits are paid electronically into accounts into financial institutions. If successful in obtaining benefits, the client will not receive a check. If the client does not have an account, the case manager should help the client obtain one at a local institution.

9. The case manager should determine if the client is capable of managing the monetary benefits received. If not, the case manager should attempt to identify and establish a surrogate to assist the client with financial management. Licensed surrogates are preferred but family or friends may be used if the client does not want to use a licensed surrogate. **UNDER NO CIRCUMSTANCES SHOULD SHAL OR ITS STAFF BE THE FINANCIAL SURROGATE.**
10. During the application process, the case manager should assess the client's housing needs and identify possibilities for obtaining more suitable housing if benefits are received.

**NOTE:** If the case manager refers the client to a housing provider, the case manager should ensure that the housing is habitable under the ESG Housing Habitability Standards. See Annex 2.

**SEE:** Services paragraph 8.

### SOAR Representation Form

#### III.M Prescription assistance

1. *Publix* has a program that provides certain medications free if the requestor has a prescription. Information on the program may be found at <http://www.publix.com/pharmacy/Free-Medications.do>. Excerpts from the website follow.
  - 1.a. *Lisinopril*. An ACE inhibitor, lisinopril is used to prevent, treat, or improve symptoms of high blood pressure, certain heart conditions, diabetes, and certain chronic kidney conditions. A client may obtain a 30-day supply of this vital prescription FREE\* only at a Publix Pharmacy. (Maximum of 30 days supply (up to 60 tablets). Lisinopril-HCTZ combination products excluded.)
  - 1.b. *Antibiotics*. Due to the unavailability of generic Doxycycline Hyclate (capsules only), Publix is no longer able to offer this item as part of its Free Antibiotic Program. Free items include 14-day supply of the following generic oral antibiotics free:
    - Amoxicillin
    - Ampicillin
    - Cephalexin (capsules and suspension only)
    - Sulfamethoxazole/Trimethoprim (SMZ-TMP)
    - Ciprofloxacin (excluding Ciprofloxacin XR)
    - Penicillin
  - 1.c. *Metformin*. As part of the Publix Pharmacy Diabetes Management System, a person can get up to a 30-day supply (90 tablets) of generic immediate-release metformin (500mg, 850 mg, and 1000 mg) FREE.

#### IV. ADMINISTRATION

##### B. *Mail*

1. The Operations Director has the key to the post office box. A spare key is in the SHAL office.
2. The Operations Director, or designee, will collect the mail regularly and distribute it to the Executive Director, the Bookkeeper, and the case managers.
3. Mail for KOTS users shall be date stamped and filed in the accordion file alphabetically for pick up by the clients.
4. Case managers should regularly inventory postal supplies and provide the Operations Director a list of needed items before supplies are depleted.

##### C. *Keys*

1. Staff members working at KOTS shall be issued a gate key and an office key. Lost keys should be reported to the Operations Directors.
2. The locks should be changed if an employee with keys leaves under adverse circumstances or if it appears that a key has been compromised.
3. Keys to other parts of the facility are located in the front office of the administration trailer for use by the staff. An emergency set is kept by the Executive and Operations Directors. If a key is lost, it should be noted in the Log.

##### D. *Computers and Internet*

1. Sections 2.20 and 2.21 of the SHAL *Policies and Procedures* outline the appropriate use of SHAL computers and of access to Internet.
2. In addition, staff should not bring personal computers to KOTS.
3. Smart phones and handheld devices should only be used for telephone calls during working hours.
4. SHAL computers should only be used for SHAL business, e.g., accessing HMIS and research for user needs. In no event should SHAL computers be used for playing games, watching videos, listening to music, etc.

##### D. *Leave*

1. Section 2.12 of the SHAL *Policies and Procedures* outlines the conditions and procedures for taking leave.

2. The form in Appendix XX should be used for requesting leave.

E. *Emergency Plan*

1. Section 3 of the SHAL *Policies and Procedures* outlines the SHAL emergency preparedness plan.
2. During an emergency, KOTS may be closed. The following procedures will be undertaken to close and re-open KOTS.

Pre-emergency

1. Close KOTS.
2. Encourage users to visit emergency shelters.
3. Direct staff to secure the mats, trash containers, and outdoor furniture.
4. Remove awnings.
5. Move portable equipment, paper records (not captured electronically), linens, and supplies to the SHAL storage cell in the Juvenile Justice Center to the extent possible.
6. Request that staff, who are able, to work (with pay) at the temporary shelters and assist with evacuations.
7. Remove the master key depository and the log and procedures books to a safe place.
8. Remove the computer equipment necessary to determine time and attendance, to cut checks, and to enter activities into the HMIS system and deliver it to the Directors or the Bookkeeper as appropriate. Disconnect other electrical equipment.
9. Ensure all doors, cabinets, etc. are locked.
10. The main gate at KOTS should be locked.
11. Establish temporary offices for the duration of the hurricane and/or until KOTS is re-opened.

During Emergency

1. In the event Monroe County Emergency Management Department activates in-county shelters, the SHAL staff will, as available, provide assistance to the shelter managers with monitoring of the homeless clients population.

Post-emergency

1. Determine if KOTS is habitable. If not, they should work with the City Manager to repair or replace the facilities. Alternatively, they should work the City Manager to find alternate sites.
2. Assign employees to perform emergency services as appropriate. The Directors and the Bookkeeper should resume operations to the extent possible at temporary locations.
3. Reverse actions 3 through 7 above, to the extent possible, when KOTS or an alternate site is habitable. Re-open KOTS.
4. Notify the SHAL Chair, the City Managers, and other entities that KOTS re-opened.

Staff may be asked to assist at emergency shelters or with evacuations, with pay.



## EXHIBIT B2

# HOMELESS DEFINITION

## CRITERIA FOR DEFINING HOMELESS

<b>Category 1</b>	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <p>(I) Has a primary nighttime residence that is a public or private place not meant for human Habitation;</p> <p>(II) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <b>or</b></p> <p>(III) is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution</p>
<b>Category 2</b>	<p>(2) Individual of family who will imminently lose their primary nighttime, residence, provided that:</p> <p>(I) Residence will be lost within 14 days of the date of application for homeless assistance;</p> <p>(II) No subsequent residence has been identified; <b>and</b></p> <p>(III) The individual or family lacks the resources or support networks needed to obtain other permanent housing.</p>
<b>Category 3</b>	<p>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:</p> <p>(I) Are defined as homeless under the other listed federal statutes;</p> <p>(II) Have not had a lease, ownership interest, or occupancy agreement in permanent Housing during the 60 days prior to the homeless assistance application;</p> <p>(III) Have experienced persistent instability as measured by two moves or more in the preceding 60days; <b>and</b></p> <p>(IV) Can be expected to continue in such status for an extended period of time due to special needs or barriers</p>
<b>Category 4</b>	<p>(4) Any individual or family who:</p> <p>(I) is fleeing, or is attempting to flee domestic violence;</p> <p>(II) Has no other residence; <b>and</b></p> <p>(III) Lacks the resources or support networks to obtain other permanent housing</p>

## EXHIBIT C - TASK LIST

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

### C-1 Service Tasks

**C-1.1** The Grantee shall provide services in accordance with the Proposed Activities as described in the Grantee's response to Grant Application LPZ16, incorporated herein by reference, within the limits of the approved Budget (**Exhibit F2**), and the Task Limits contained herein.

#### C-1.2 Task List

The Grantee must develop written standards and procedures (**Exhibit B1**) for providing assistance in accordance with 24 C.F.R. 576.400(e). The written standards must be approved by the Department prior to grant execution. The tasks to be performed under this contract must comply with the written standards and all applicable rules, regulations, and policies related to the ESG Program. The following are allowable tasks under this contract for Shelter Operations (for a complete list of allowable expenditures see **Exhibit C2**):

**C-1.2.1** Maintenance (including minor or routine repairs);

**C-1.2.2** Rent;

**C-1.2.3** Security;

**C-1.2.4** Fuel – for use at the shelter (this does NOT include fuel for cars, transportation, etc.);

**C-1.2.5** Equipment;

**C-1.2.6** Insurance;

**C-1.2.7** Utilities;

**C-1.2.8** Food;

**C-1.2.9** Furnishings, and supplies necessary for the operation of the emergency shelter; and

**C-1.2.10** Hotel/Motel Voucher; where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

#### C-1.3 HMIS (Homeless Management Information System)

Grantees must participate fully in the Homeless Management Information System (HMIS). HMIS requirements are outlined in 24 C.F.R. § 576.107. Accordingly, only Grantees 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-Vet Homeless Assistance Act to prohibit victim service providers from entering personally identifiable information into an HMIS database. This law applies to Grantees 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.

#### C-1.4 Continuum of Care Centralized or Coordinated Assessment System

The Department shall require all Grantees to submit a certification from the designed continuum of care lead agency that the Grantee 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.

#### C-1.5 Additional Federal and State Requirements

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

### **C-1.6 Religious Organizations**

Grantees shall be aware of and comply with regulations and requirements set forth in 24 C.F.R. § 576.23, ESG 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 ESG program. Neither the Federal government nor a state or local government receiving funds under ESGs 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.

### **C-1.7 Non-Discrimination and Equal Opportunity**

Grantees shall make facilities and services available to all on a nondiscriminatory basis, and publicize the facilities and services. The procedures the provider uses to convey the availability of such facilities and services should reach persons with handicaps or persons of any particular race, color, religion, sex, age, familial status, or national origin within their service area who may qualify for them. If not, the provider shall establish additional procedures that will ensure that these persons are made aware of the facilities and services. Grantees shall adopt procedures to disseminate information to anyone who is interested regarding the existence and location of handicap accessible services or facilities.

Grantees shall also comply with the requirements of 24 CFR Parts 5, 200, 203, et al Equal Access to Housing in HUD Programs regardless of Sexual Orientation or Gender Identity.

## **C-2 Administrative Tasks**

### **C-2.1 Staffing**

**C-2.1.1** The Grantee will maintain sufficient and appropriate staff to deliver the proposed services reflected in the grant agreement. The Grantee shall maintain an adequate administrative organizational structure and support staff to conduct its contractual responsibility, including intake and evaluation of applications for assistance and case management of client's receiving assistance.

**C-2.1.2** The Grantee shall replace any employee, whose continual presence would be detrimental to the success of the project, as may be determined by the Department.

### **C-2.2 Professional Qualifications**

Minimum professional qualifications for staff shall be determined by the Grantee. The position descriptions as described in the Grantee's application submitted in response to the grant applications shall remain in place until written approval for any changes is obtained from the Department.

### **C-2.3 Subcontracting**

This grant agreement allows the Grantee to subcontract only for services described in the Grantee's response to Grant Application LPZ16 that are described as being in need of subcontracting. All subcontracting is subject to the provisions of Section 4 of the Standard Contract Agreement and must be approved prior by the Department. The Grantee may not subcontract services not listed in their response to Grant Application LPZ16.

### **C-2.4 Records and Documentation**

**C-2.4.1** 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 subsection

119.011(1), F.S., 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, F.S., or otherwise. It is expressly understood that the Grantee's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the resulting grant agreement, which entitles the Department to unilaterally cancel the grant agreement. The Grantee is required to notify the Department in writing of any requests made for public records.

**C-2.4.2** All documents pertaining to the program shall be retained by the Grantee 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 Grantee agrees to provide all documents required to be retained upon demand by the Department.

**C-2.4.3** The Grantee agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Grantee 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 Grantee of confidential records may be maintained manually or electronically.

### **C-2.5 Reports (programmatic and to support payment)**

**C-2.5.1** The Grantee shall submit monthly and quarterly HMIS Consolidated Annual Performance and Evaluation Reports (CAPER) on all activity conducted with ESG funds as indicated on the reports; and

**C-2.5.2** Submit **Monthly Report of Disbursement-Invoice (Exhibit F1)** for reimbursement with the required supporting documentation for ESG services provided during the covered period. This includes a monthly HMIS report that documents number of persons served. This **MUST** be a report generated by HMIS system (or similar for Domestic Violence Providers), no self-filled out forms will be accepted.

**C-2.5.3** The Recipient shall maintain and submit to the Department the following reports:

<b>Report Title</b>	<b>Reporting Frequency</b>	<b>Report Due Date</b>	<b>Number of Copies</b>	<b>DCF Office to receive report(s)</b>
Monthly Report of Disbursement-Invoice ( <b>Exhibit F1</b> )	Monthly	15 <sup>th</sup> of each month following service, or next business day if Saturday, Sunday or holiday	1	Contract Manager
Monthly Performance and Match Report ( <b>Exhibit F2</b> )	Monthly with invoice	15 <sup>th</sup> of each month following service, or next business day if Saturday, Sunday or holiday	1	Contract Manager
HMIS CAPERS/APR Report (# of persons served monthly and year to date)	Monthly with invoice	15 <sup>th</sup> of each month following service, or next business day if Saturday, Sunday or holiday	1 each	Contract Manager and Office on Homelessness
HMIS CAPER/APR Performance Report	Quarterly with invoice	15 <sup>th</sup> of month following the end of March and June	1 each	Contract Manager and Office on Homelessness
HUD Annual Performance Report	Annually	July 15, 2016	1 each	Contract Manager and Office on Homelessness

**C-2.5.4** The Grantee shall submit the required reports listed in the above chart to the Contract Manager at the following address:

Florida Department of Children and Families  
 Attention: Simone Knight, Contract Management Administrator  
 401 NW 2<sup>nd</sup> Avenue, Suite N-1007  
 Miami, Florida 33128

**C-2.5.5** And where indicated to the State Office on Homelessness at the following address:

[Jayne.Lincoln@myflfamilies.com](mailto:Jayne.Lincoln@myflfamilies.com) or

Department of Children and Families  
 State Office on Homelessness  
 1317 Winewood Blvd, Building 3, Room 201  
 Tallahassee, FL 32399-0700

**C-2.5.6** Where the grant 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.

**C-2.5.7** The Department or the Department of Financial Services reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the grant agreement or the Department of Financial Services Reference Guide for State Expenditures (**Exhibit C1**). The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department, or the Department may, after having given the Grantee a reasonable opportunity to complete, make adequate or acceptable, and declare this grant agreement to be in default.

**C-2.5.8** On a monthly basis, the Grantee will report the matching expenditure dollars and in-kind contributions (**Exhibit F2**) with the monthly performance reports submitted to the Grant Manager and Office on Homelessness. In-kind contributions may be evaluated and counted as all or part of the match. In addition, the Grantee shall report match with invoices submitted for reimbursement for the corresponding month of service to the Grant Manager for approval. The report will be due not later than fifteen (15) calendar days following the end of the month to the Grant Manager. Grant Managers may require additional reports regarding and substantiating claimed match as deemed necessary, and will request these from the Grantee if needed.

### **C-3 Client Risk Prevention**

In accordance with the client risk prevention system, the Grantee shall report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Grantee 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 Grantee and its employees.

### **C-4 Standard Contract Requirements**

The Grantee will perform all acts required by Sections 4, 5 and 7 of the Standard Contract.

EXHIBIT C1

Department of Financial Services

A large, stylized map of Florida in a reddish-brown hue. The map is filled with various scenic images of Florida, including palm trees, a beach, a lighthouse, and a city skyline.

# Reference Guide For State Expenditures

*Division of Accounting and Auditing  
Bureau of Auditing  
200 East Gaines Street  
Tallahassee, Florida 32399-0355*



### **Invoice Requirements**

The following requirements apply to all invoices submitted for payment.

1. *An invoice submitted for payment must be a legible copy. The original invoice is maintained by the agency. If an agency is filing a copy of the invoice as its original, it must contain the statement "original invoice not available, agency records show that this obligation has not been previously paid" with the signature of the person certifying the statement. Thermo fax copies, because of their temporary nature, shall not be filed as the original at the agency. It should be copied on a standard photocopy machine.*
2. *Invoices for commodities must clearly reflect a description of the item or items, number of units and cost per unit. Numerical code descriptions alone will not be accepted.*
3. *Invoices for services must also clearly reflect the specific deliverables that must be provided and accepted prior to payment.*
  - i. *Invoices for fixed unit rate agreements must show the number of units and cost per unit.*
  - ii. *Invoices for agreements paid out on a reimbursement basis or a fixed rate for a specific time period, e.g. quarterly, monthly, etc., must identify the deliverables provided or be supported by documentation (such as a progress report) that clearly reflects the deliverables provided during the invoice period. Documentation must evidence that the minimum performance standards were met.*
4. *No balances for prior purchases will be paid unless supported by an invoice.*
5. *A statement will not be paid unless it can be clearly shown that the vendor intended it to be used as an invoice that meets all invoice requirements.*
6. *All invoices shall be processed in accordance with s. 215.422, F.S., and the rules set forth in Rule 69I-24, F.A.C.*
7. *Invoices that are split payments require information showing the distribution of charges between funds for such invoice and a cross-reference of the statewide document numbers for all related vouchers.*
8. *Invoices and other supporting documentation included in a voucher must be grouped by vendor and arranged in the same order as the vendors are listed on the voucher schedule. If the voucher includes multiple invoices from the same vendor, the voucher must include a calculator tape or other evidence showing that the total of the invoices is equal to the amount shown on the voucher schedule.*
9. *Acronyms and non-standard abbreviations for programs or organizational units within an agency should not be used in the supporting documentation unless an explanation is also included.*

## PAYMENT PROCESSING - AGREEMENTS FOR SERVICES

**These payment processing requirements apply to agreements for services provided by vendors and recipients/sub-recipients.**

Agencies are required to complete and submit a **Contract Summary Form** with each payment for agreements for services (including payments to recipients/sub-recipients). The Contract Summary Form information will be used by the Bureau of Auditing to pre-audit the invoice so the form must be complete and reflect specific information **from the agreement**. Information should clearly identify the specific deliverables including the minimum performance requirements and the payment criteria (compensation) for each deliverable. This information may be included on an attachment if there is insufficient space on the form.

The Summary Form is available on the Department of Financial Services website at [www.myfloridacfo.com/aadir/summary\\_csa.htm](http://www.myfloridacfo.com/aadir/summary_csa.htm).

In addition to the requirements listed in "Invoices" and "Payment Processing," agreements for services require **additional** documentation based on the method of payment.

### Cost Reimbursement

Agencies must submit an itemized invoice by expenditure category (salaries, travel, expenses, etc.). Each agency is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the agency is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Supporting documentation shall be maintained in support of expenditure payment requests for cost reimbursement contracts as provided in Comptroller's Memorandum No. 04 (1996-97). Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.



***In-house charges:*** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed based on a usage log which shows the units times the rate being charged. The rates must be reasonable.

***Indirect costs:*** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

Above references taken from pages 30-31 and 41-42 of the Department of Financial Services, Reference Guide on State Expenditures.

## Exhibit C2

## 24 C.F.R. § 576.102 Emergency Shelter Component.

**(a) General.** Subject to the expenditure limit in § [576.100\(b\)](#), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

**(1) Essential services.** ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:

**(i) Case management.** The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of:

**(A)** Using the centralized or coordinated assessment system as required under § [576.400\(d\)](#);

**(B)** Conducting the initial evaluation required under § [576.401\(a\)](#), including verifying and documenting eligibility;

**(C)** Counseling;

**(D)** Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;

**(E)** Monitoring and evaluating program participant progress;

**(F)** Providing information and referrals to other providers;

**(G)** Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and

**(H)** Developing an individualized housing and service plan, including planning a path to permanent housing stability.

**(ii) Child care.** The costs of child care for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13, unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

**(iii) Education services.** When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies and instructional material; counseling; and referral to community resources.

**(iv) Employment assistance and job training.** The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

**(v) Outpatient health services.** Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and noncosmetic dental care.

**(vi) Legal services.**

**(A)** Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing.

**(B)** Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community.

**(C)** Eligible subject matters are child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.

(D) Component services or activities may include client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.

(E) Fees based on the actual service performed (*i.e.*, fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.

(F) Legal services for immigration and citizenship matters and issues relating to mortgages are ineligible costs. Retainer fee arrangements and contingency fee arrangements are ineligible costs.

**(vii) Life skills training.** The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.

**(viii) Mental health services.**

(A) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions.

(B) ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.

(C) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.

(D) Eligible treatment consists of crisis interventions; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

**(ix) Substance abuse treatment services.**

(A) Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals.

(B) ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.

(C) Eligible treatment consists of client intake and assessment, and outpatient treatment for up to 30 days. Group and individual counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.

**(x) Transportation.** Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, child care, or other eligible essential services facilities. These costs include the following:

(A) The cost of a program participant's travel on public transportation;

(B) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

(C) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and

(D) The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

**(xi) Services for special populations.** ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1)(i) through (a)(1)(x) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

**(2) Renovation.** Eligible costs include labor, materials, tools, and other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter). The emergency shelter must be owned by a government entity or private nonprofit organization.

**(3) Shelter operations.** Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

**(4) Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).**

Eligible costs are the costs of providing URA assistance under § [576.408](#), including relocation payments and other assistance to persons displaced by a project assisted with ESG funds. Persons that receive URA assistance are not considered "program participants" for the purposes of this part, and relocation payments and other URA assistance are not considered "rental assistance" or "housing relocation and stabilization services" for the purposes of this part.

**(b) Prohibition against involuntary family separation.** The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.

**(c) Minimum period of use.**

**(1) Renovated buildings.** Each building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building. The "value of the building" is the reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser. The minimum use period must begin on the date the building is first occupied by a homeless individual or family after the completed renovation. A minimum period of use of 10 years, required for major rehabilitation and conversion, must be enforced by a recorded deed or use restriction.

**(i) Major rehabilitation.** If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is 10 years.

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

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

**(2) Essential services and shelter operations.** Where the recipient or subrecipient uses ESG funds solely for essential services or shelter operations, the recipient or subrecipient must provide services or shelter to homeless individuals and families at least for the period during which the ESG funds are provided. The recipient or subrecipient does not need to limit these services or shelter to a particular site or structure, so long as the site or structure serves the same type of persons originally served with the assistance (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or serves homeless persons in the same area where the recipient or subrecipient originally provided the services or shelter.

**(d) Maintenance of effort.** The maintenance of effort requirements under § [576.101\(c\)](#), which apply to the use of ESG funds for essential services related to street outreach, also apply for the use of such funds for essential services related to emergency shelter.

## EXHIBIT D – DELIVERABLES

### D-1 Service Units

A unit of service is one month of Emergency Shelter and essential services provided to eligible homeless persons.

### D-2 Performance Measures for the Acceptance of Deliverables

Recipient is required to meet these deliverables as part of compliance for funding received under the Emergency Solutions Grant. Failure to comply with the following provisions will result in additional financial consequences detailed in Section F-6.

#### D-2.1 Emergency Shelters:

A minimum of **100** homeless individuals will be served during each month of service under this contract.

**D-2.1.1** The number of homeless persons served must reflect the number of filled beds for the unit of service and/or the number of persons assisted with essential services.

## EXHIBIT E – MINIMUM PERFORMANCE MEASURES

### E-1 Minimum Performance Measures

E-1.1 The Grantee shall maintain comprehensive client files containing all required documentation to support service provision and make these available to the Department upon request.

E-1.2 Performance Measures are:

E-1.2.1 A reduction in the clients' average length of time stayed by at least three (3) days by the end of the grant period (June 30, 2016).

E-1.2.2 The percentage of clients who exit and return to homelessness within three (3) months will be less than 80% by the end of the grant period (June 30, 2016).

### E-2 Performance Evaluation Methodology

E-2.1 Performance measure 2 above shall be calculated as follows:

The average length of stay for clients at the end of the grant period (June 30, 2016) must be three days less than the average length of stay for clients at the start of the grant period (day grant is executed).

E-2.2 Performance Measure 3 shall be calculated as follows:

$$\frac{\text{\# of clients who exit and return to homelessness within the three months prior to grant end date}}{\text{\# of clients who exit and return to homelessness within three months of the grant start date}} < 80\%$$

### E-3 Performance Standards Statement

By execution of this grant the Grantee 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 Grantee fails to meet these standards, the Department, at its exclusive option, may allow up to six (6) months for the Grantee 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 Grantee to the Department's satisfaction, the Department must cancel the grant with the Grantee. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

## EXHIBIT F - METHOD OF PAYMENT

### F-1 Cost Reimbursement

- F-1.1 Costs associated with carrying out services under this grant agreement will first be paid by the Grantee. The Grantee will submit invoices for eligible costs to the Department for reimbursement in accordance with the Department of Financial Services Reference Guide For State Expenditures which is incorporated by reference. A copy can be requested upon request to the Grant Manager or located at the Florida Department of Financial Services website.
- F-1.1.1 Pursuant to section 215.971, F.S., as a recipient or subrecipient of federal or state financial assistance, the Provider may expend funds only for allowable costs resulting from obligations incurred from February 1, 2016 through June 30, 2016.
- F-1.1.2 Pursuant to section 215.971, F.S., any balance of unobligated funds which has been advanced or paid must be refunded to the Department.
- F-1.1.3 Pursuant to section 215.971, F.S., any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of this contract must be refunded to the Department.
- F-1.2 This is a cost reimbursement grant. The Department shall reimburse the Grantee for allowable expenditures incurred pursuant to the terms of this grant agreement for a total dollar amount not to exceed **\$14,569.87** subject to the availability of funds, and the Grantee'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.
- F-1.3 The Grantee shall request reimbursement on a monthly basis through a submission of a properly completed **Monthly Report of Disbursement-Invoice (Exhibit F1)** and **Monthly Performance and Match Report (Exhibit F2)** 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. Payment shall be contingent upon receiving and accepting the invoice and all required reports and supporting documentation submitted to the Grant Manager.
- F-1.4 Payment may be authorized only for allowable expenditures on the Invoice which are in accordance with the limits specified in the approved **Budget and Budget Narrative (Exhibit F3)** as submitted to the Department of Children and Families for the Emergency Solutions Grant Program and its applicable program component.
- F-1.5 If no services are due to be invoiced from the preceding month, the Grantee shall submit a written document to the Department indicating this information within fifteen (15) days following the end of the month.

### F-2 Supporting Documentation Requirements

- F-2.1 Documentation of all expenses incurred under a cost reimbursement grant must accompany the properly completed invoice. In addition to the documentation required in **Exhibit F1**, documentation also includes, but is not limited to the following:
- F-2.1.1 Professional Service Fees on a time/rate basis. The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate times the number of hours worked, must be stated. Supporting documentation must be included detailing the hours represented on the invoice. Such documentation should include timesheets or a time log and copies of canceled payroll checks or payroll register. The State's Chief Financial Officer (CFO) reserves the right to require **further documentation** on an as needed basis.
- F-2.1.2 Postage and Reproduction Expenses. Purchases made from outside vendors must be supported by paid invoices or receipts. Purchases for all in-house postage (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documents.



**F-2.1.3 Expenses.** Receipts are required for all expenses incurred (e.g., office supplies, printing, long distance telephone calls, etc.)

**F-2.1.4 Travel.** For all travel expenses, a Department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with s. 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of DCF Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business. ESG funds may be used for travel when such travel is to HUD sponsored training.

**F-2.2 Service Delivery Documentation:** The Recipient must maintain records documenting the total number of clients and names (or unique identifiers) of clients to whom services were provided and the date(s) on which services were provided so that an audit trail documenting service provision is available. Any payment requested under the terms of this grant agreement may be withheld until the evaluation and reports due from the Recipient, and adjustments thereto have been received and approved by the Department. The Recipient shall maintain comprehensive client files containing all required documentation to support service provision and make these available to the Department upon request. The Recipient must maintain documentation on all households seeking assistance, even if determined to be ineligible (documentation of ineligibility determination).

**F-3 Budget Changes.** The Recipient must submit to the Department a written request for budget changes and obtain written approval before a change is implemented. Such changes between categories may be allowed if the following conditions are met:

**F-3.1** There is no change in the scope or objectives of the grant agreement.

**F-3.2** The changes do not increase or decrease the original dollar amount in the total budget.

**F-3.3** There is another category in the budget from which funds can be shifted.

**F-3.4** The changes do not involve establishing a new category or totally eliminating a category.

**F-3.5** Budget changes which do not meet the above conditions will require a properly executed grant agreement amendment, signed by the Recipient and the Department on or before the effective date for implementation of the specified change.

**F-4 Match Requirements:** Pursuant to 24 C.F.R. § 576.51, a match of 100% is required on the part of the Grantee. The match requirement may be satisfied by an in-kind match subject to the following provisions:

**F-4.1** The value of materials used to improve/remodel, the fair market rental value of the space being utilized for the period and/or the lease expense paid by the organization or donated to the organization at fair market value.

**F-4.2** Volunteer services and donated professional services are to be valued at their actual fair market value within the community.

**F-4.3** For the purposes of the Emergency Solutions Grants Program, suitable match may be defined as any and all current or proposed Recipient expenditures on behalf of the homeless shelter, so long as they are not other Emergency Solutions Grant funds or funds being concurrently used as match for other grants and projects.

**F-4.4** Funds used for Emergency Shelter Grants match may not be concurrently utilized as match for other grants or funding sources.

**F-4.5** Recipient funds used to match previous Emergency Shelter Grants or Emergency Solutions Grants may not be used to match a subsequent Emergency Solutions Grant.



**F-4.6** Grantee may use any of the following as matching funding:

**F-4.6.1** Cash;

**F-4.6.2** Value of fair rental value of any donated material or building, used to support ESG program;

**F-4.6.3** Value of any lease on a building;

**F-4.6.4** Salary paid to staff to carry out the program of the provider; or

**F-4.6.5** Value of the time and services contributed by volunteers to carry out the program of the Grantee based on the value at rates consistent with those paid for similar work in the provider's organization (24 C.F.R. § 576.201 €).

**F-4.7** There must be specific documentation as to the amount and source of all matching contributions.

**F-4.8** Matching funds must be provided after the date of the grant agreement is executed.

**F-5** This grant agreement is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with Rule 60A-1.032(1)(d), F.A.C.

**F-6 Financial Consequences**

**F-6.1** This grant agreement shall have financial consequences related to failure of the Recipient to perform under the terms of the grant agreement and pursuant to Chapter 2013-154, Laws of Florida and section 215.971(1)(c), FS. The Recipient shall be penalized in accordance with Part 1, Section 6 of this contract. The Recipient shall make payable to the Department the amount of the penalty within 30 days after being notified in writing by the Grant Manager. If the Recipient fails to reimburse the Department, the Department has the right to refuse to grant any new grant agreement or contract awarded through the Department for any services, until said reimbursement is received.

**F-6.2** Should the Grantee fail to meet the criteria for acceptance of deliverables specified in section D-2, the Department, after determining the absence of mitigating circumstances, shall impose a financial penalty not to exceed 2% of the amount that would otherwise be due to the Grantee for the period of non-compliance and deduct said amount from the invoice.



**EXHIBIT F1  
MONTHLY REPORT OF DISBURSEMENT - INVOICE  
2015 Federal Emergency Solutions Grant Program**

<b>Provider:</b> City of Key West  <b>Address:</b> PO Box 1409 Key West, FL 33041-1409  <b>FEID:</b> F596000346  <b>Telephone:</b> 305-809-3700  <b>Reporting Period:</b> ____ through ____	<b>ESG Contract #</b> KPZ40  <b>Invoice Number:</b> _____ <b>Department of Children and Family Count(ies) served:</b> MONROE  <b>Grant Year:</b> FY2015-2016  <b>OCA:</b> ESS16
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	<i>Approved Budget</i>	<i>Amount this Invoice</i>	<i>Total Expenditures to Date</i>	<i>Budget Remaining</i>
<b>EMERGENCY SHELTER-Shelter Operations</b>				
Maintenance & Repairs	\$500.00			
Equipment (Computer, printer, software & appliances)	\$500.00			
Security Wages & Benefits	\$11,569.87			
Shelter Supplies (client supplies, linens and cleaning supplies)	\$2,000.00			
<b>SUB-TOTAL</b>	<b>\$14,569.87</b>			
Less Any Financial Consequences		\$	\$	\$
<b>TOTAL</b>		\$	\$	\$

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement*

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Signature of Provider Agency Official	Date	Title of Provider Agency Official
---------------------------------------	------	-----------------------------------



**EXHIBIT F2  
MONTHLY PERFORMANCE AND MATCH REPORT**

**PERFORMANCE REPORTING:**

Grant Number: **KPZ40 City of Key West**

Reporting Month/Year: \_\_\_\_\_

Minimum number of persons that **MUST** be served this month: **100**

Actual number of persons served this month: \_\_\_\_\_

MATCH SOURCE	MATCH – CASH	MATCH - IN-KIND (NON CASH)
	<b>SUBTOTAL CASH \$</b>	<b>SUBTOTAL IN KIND \$</b>
	<b>MONTHLY COMBINED TOTAL</b>	<b>\$ _____</b>

*Note: DCF reserves the right to revise this format without amending the grant agreement.*

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

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Signature of Provider/Agency Official                      Title                      Phone Number                      Date



**EXHIBIT F3  
BUDGET AND BUDGET NARRATIVE**

Eligible Activity		Grant Budget	Match Budget	Match Source
<b>1.</b>	<b>Shelter Operations (list activities)</b>			
A.	Maintenance & Repairs	\$500.00	\$500.00	General funding sources from City of Key West Budget-\$363,059.00 designated to KOTS
B.	Equipment (computer, printer, software & appliances)	\$500.00	\$500.00	General funding sources from City of Key West Budget-\$363,059.00 designated to KOTS
C.	Security Wages & Benefits	\$11,569.87	\$11,569.87	General funding sources from City of Key West Budget-\$363,059.00 designated to KOTS
D.	Shelter Supplies (client supplies, linens, cleaning supplies)	\$2,000.00	\$2,000.00	General funding sources from City of Key West Budget-\$363,059.00 designated to KOTS
<b>TOTAL BUDGET</b>		<b>\$ 14,569.87</b>	<b>\$ 14,569.87</b>	

**BUDGET NARRATIVE:**

**Maintenance & Repairs:** \$500.00 to cover the costs of general facility/grounds maintenance and repairs.

**Equipment:** \$500.00 to purchase computer related items, printer, software & appliances as needed.

**Security Wages & Benefits:** \$11,569.87 for salary & benefits of facility's security personnel

**Shelter Supplies:** \$2,000.00 to cover the costs of client supplies, linens and cleaning supplies.

## ATTACHMENT 1

### FINANCE AND COMPLIANCE AUDIT

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 Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (also known as the OMB Uniform Guidance), Section 200.500- 200.521 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 Uniform Guidance, Section 200.331, 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 Uniform Guidance, Section 200.500-200.521, as revised.

In the event the recipient expends \$500,000 (*\$750,000 for fiscal years beginning on or after December 26, 2014*) 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 133 Uniform Guidance, Section 200.500-200.521, 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 Uniform Guidance, Section 200.500-200.521, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Uniform Guidance, Section 200.500-200.521, 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 Section 200.508 of OMB Uniform Guidance, 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.

## 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@myflfamilies.com](mailto:single.audit@myflfamilies.com)

- C. Reporting packages for audits conducted in accordance with Uniform Guidance, Section 200.500-200.521, as revised, and required by Part I of this agreement shall be submitted, when required by Section 200.512 (d), OMB Uniform Guidance, 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 Section 200.512 (e), OMB Uniform Guidance, 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 Uniform Guidance, Section 200.500-200.521, 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 2**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

This exhibit 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**

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4 "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

**Section 2. Obligations and Activities of Business Associate**

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal 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.