

RESOLUTION NO. 16-075

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

WHEREAS, in Resolution No. 12-096, the City Commission approved an "Agreement for City of Key West Keys Overnight Temporary Shelter (KOTS)," and

WHEREAS, in Resolution No. 13-095 the Commission approved an amendment to the Agreement, extending the original Agreement on a month-to-month basis; and

WHEREAS, in Resolution No. 14-289 the Commission approved a Second Amendment to Agreement to provide supporting documentation for reimbursement through a 2013 Emergency Solutions Grant Award; and

WHEREAS, upon the recommendation of City staff, the City Commission finds that a Third Amendment to Agreement is necessary to provide sufficient supporting documentation so that certain eligible expenses paid to SHAL by the City may be reimbursed through a 2015 Emergency Solutions Grant Award; and

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

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

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

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

Passed and adopted by the City Commission at a meeting held
this _____ 1st _____ day of _____ March _____, 2016.

Authenticated by the presiding officer and Clerk of the
Commission on March 2, 2016.

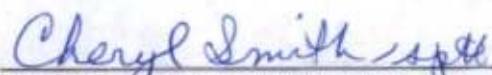
Filed with the Clerk March 2, 2016.

Mayor Craig Cates	<u>Yes</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>Yes</u>



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

THIRD AMENDMENT TO AGREEMENT

This Amendment to Agreement is entered into this 2nd day of March, 2016, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and the Southernmost Homeless Assistance League, Inc., a non-profit Florida corporation qualified pursuant to United States Internal Revenue Service regulations as a 501(c)(3) tax exempt charitable organization (hereinafter "SHAL").

WITNESSETH

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

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

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

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

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

WHEREAS, CITY and SHAL entered into a Second Amendment to Agreement on the 14th day of October, 2014, amending the Agreement to reflect the total amount of compensation due SHAL, including the funds for case management, a copy of which is attached hereto, incorporated by reference, and more particularly described as Exhibit "D"; and

WHEREAS, on 3-1-16, the City Commission of the City of Key West, Florida, passed Resolution No. 16-075, authorizing acceptance of Grant Agreement #KPZ40 from the State of Florida, which grant includes funds for operation of the Keys Overnight Temporary Shelter and is attached hereto and more particularly described as Exhibit "E"; and

WHEREAS, CITY and SHAL desire to amend the Agreement to reflect the acceptance of Grant Agreement #KPZ40.

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

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

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

City shall pay to SHAL in accordance with Paragraph 5(C) below based on an annual sum of \$444,118 as budgeted for in FY 2016 and on an annual sum as budgeted by the CITY for following fiscal years, which includes funding for maintenance/repairs, equipment, security wages and benefits and shelter supplies in Grant Agreement #KPZ40 for the duration of the grant in FY 2016.

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

Subcontract Compliance. City has entered into a grant agreement with the Florida Department of Children and Families, Emergency Shelter/Shelter Facilities, (Grant Agreement #KPZ40), a copy of which is attached hereto as Exhibit D. Pursuant to the Grant Agreement, City shall include or cause to be included in subcontracts the substance of all clauses contained in the Grant Agreement that mention or describe subcontract compliance. Reporting requirements to comply with Grant Agreement #KPZ40 apply to SHAL as the operator/subcontractor for the City.

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

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

CITY OF KEY WEST, FLORIDA

By: JK Scholl
James K. Scholl, City Manager

ATTEST:

Cheryl Smith
Cheryl Smith, City Clerk

SOUTHERNMOST HOMELESS
ASSISTANCE LEAGUE, INC.

Susan P. Harrison
Witness

Angie Baschle
Witness

By:

Patrice Pelletier-Sanders
Patrice Pelletier-Sanders, Chairman



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

VIA: Sarah Hannah-Spurlock, Assistant City Manager

FROM: Carolyn Sheldon, Senior Grants Administrator

DATE: February 3, 2016

RE: Approval of the attached Third Amendment to Agreement between the City of Key West and the Southernmost Homeless Assistance League (SHAL). Authorize the City Manager to execute the Third Amendment to Agreement.

ACTION STATEMENT:

This resolution will approve the attached Third Amendment to Agreement between the City of Key West and the Southernmost Homeless Assistance League (SHAL). This resolution will authorize the City Manager to execute the Third Amendment to Agreement.

BACKGROUND:

The original Agreement with SHAL was entered into on October 1, 2011 and ended September 30, 2012 (Resolution 12-096) for the operation and maintenance of the Keys Overnight Temporary Shelter (KOTS). The First Amendment to Agreement, entered into on August 9, 2013, extends the original Agreement on a month to month basis until such time the City Commission determines the daily management of KOTS should be solicited and made available to other qualified service providers (Resolution 13-095). The Second Amendment to Agreement, Resolution 14-289 passed and adopted by the City Commission on October 7, 2014, pertains to a previous Emergency Solutions Grant (ESG) grant that increased the amount paid to SHAL in FY 2015 and added language that required the same grant compliance standards applicable to the City also be applicable to SHAL as the operator/subcontractor of KOTS for the City.

PURPOSE AND JUSTIFICATION:

The City was awarded a new ESG grant in the amount of \$14,569.87. A third amendment to the City's agreement with SHAL is needed to provide sufficient

Key to the Caribbean - Average yearly temperature 77° F.

MEMORANDUM

supporting documentation to the grantor, Florida Department of Children and Families, of the City's agreement with SHAL to operate KOTS. The third amendment updates SHAL's contract to reflect the new ESG grant agreement contract number (KPZ40) and the scope of work included in the grant (maintenance/repairs, equipment, security wages and benefits and shelter supplies).

FINANCIAL IMPACT:

There is no financial impact with the approval of the Third Amendment to Agreement.

RECOMMENDATION:

Staff recommends that the City Commission approve the Third Amendment to Agreement between the City of Key West and the Southernmost Homeless Assistance League (SHAL).

RESOLUTION NO. 12-096

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

AN EFFECTIVE DATE


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

Section 1: That the attached "Agreement for City of Key

West Keys Overnight Temporary Shelter" is hereby approved.



CITY MANAGER'S OFFICE MEMORANDUM

TO: Jim Scholl, City Manager
FROM: Mark Z. Finigan, Assistant City Manager 
DATE: March 5, 2012
SUBJECT: SHAL / CKW KOTS Agreement

ACTION STATEMENT:

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

BACKGROUND:

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

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

FINANCIAL IMPACT:

In accordance with Paragraph 5. C. of the Agreement, SHAL would be paid an annual sum of \$382,100, the amount budgeted by the City of Key West for the FY 2011-12 operation of KOTS. The annual amount of \$382,100 was established in collaboration with the Florida Keys Outreach Coalition, prior to their notification of termination.

RECOMMENDATION:

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

AGREEMENT
CITY OF KEY WEST
KEYS OVERNIGHT TEMPORARY SHELTER

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement is effective commencing October 1, 2011, and shall continue in effect through September 30, 2012, unless earlier terminated by either party.
2. Relationship. The parties intend that the relationship between them is that of two independent organizations and entities and that no employer-employee relationship exists or shall develop from the performance of this Agreement. This Agreement gives no rights or benefits to any third party and is exclusively between the City and SHAL. No other person or entity is entitled to rely upon the terms and conditions contained in this Agreement as they are specific and personal obligations of the parties named herein.
3. Scope of Services. SHAL agrees to render management and operational services of the KOTS. The parties agree that SHAL may hire employees and/or agents to assist with the performance of such services.
4. Obligations of SHAL.
 - A. SHAL will report monthly to the CITY significant operational changes or revised policies and procedures. No material changes or revisions shall be implemented without consent by CITY.
 - B. SHAL shall provide CITY with a detailed monthly expenditure report by the tenth day of the month following the expenditures. SHAL agrees the amounts paid to SHAL under Paragraph 5 are estimates, intended to cover specific budgeted expenditures in the Fiscal Year 2011-12 City of Key West operating budget. SHAL agrees to reimburse City in accordance with Paragraph 6 those unexpended funds advanced to SHAL.
 - C. SHAL agrees to be responsible for paying all required federal, state and local taxes relating to SHAL's business and that CITY has no responsibility for any such taxes.
5. Obligations of CITY.

- A. CITY agrees to be responsible for all costs related to the operation of the KOTS facility, including, but not limited to, the sleeping quarters, the office/laundry trailer, utilities, maintenance and repairs of the facility and appliances.
- B. CITY shall pay to SHAL in accordance with Paragraph 5. C, below based on an annual sum of \$382,100 budgeted by the City of Key West for the FY 2011-12 operation of KOTS.
- C. CITY shall make payment to SHAL in equal monthly installments based on the annual budget provided in Paragraph 5. B, which shall be made on or about the 1st day of each month, provided, however, that the CITY shall make an advance payment, representing the two monthly installments for the months of October and November 2011, by or on October 5, 2011.
- D. CITY will add SHAL as an additional covered party in accordance with the POIT Public Entity Automatic Additional Covered Parties specimen policy that the CITY currently has in place or such other policies at CITY may from time to time obtain in substantial conformity therewith.
6. Termination of Agreement. Either party may terminate this Agreement at any time upon ninety (90) days' notice in writing to the other party. SHAL agrees to return unexpended advanced funds to CITY within ninety (90) days of the date of termination.
7. Authority to Issue Public Statements. To foster effective communication, the Chairman of the Board or the President and Executive Director of SHAL will be the only official spokespersons for SHAL. CITY may designate such spokesperson as City shall in its sole discretion appoint.
8. Assignment of Rights. The rights of each party under this agreement are limited to that party and shall not be assigned or transferred to any other party, firm, corporation, or other entity without the prior, express, and written consent of the other party.
9. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
10. Indemnification
The parties acknowledge that there is currently pending in Monroe County Circuit Court case number 2011-CA-911-K involving the continued operation of KOTS. The City agrees to defend SHAL in the event SHAL becomes a named party by virtue of its operation of the facility under this Agreement. Both City and SHAL agree that their interests in such litigation would be aligned to the extent that they may utilize the same counsel in defense of the suit. Therefore, both parties consent to the representation of the City Attorney's office, or their named designee, in such litigation.

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

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

11. Prior Obligations. SHAL, by entering this agreement, does not assume any of the prior liabilities of the KOTS, including any contracts, obligations or commitments of whatever nature, including but not limited to, agreements with prior service providers, employment agreements, accrued vacation or past wages, contracts for services or goods or such other obligations and SHAL will enter separate agreements for the provision of the same for such services and goods as SHAL requires for implementation of this agreement.
12. Personal Property. That the personal property used under this agreement is the sole property of the CITY and upon termination of this agreement for any cause shall be returned to the CITY. SHAL will keep an inventory of such personal property and such replacement personal property purchased by the CITY during the term of this agreement. A list of the personal property to be provided to SHAL pursuant to this provision is attached hereto as Attachment A.
13. Subcontract Compliance. The City of Key West (Recipient) has entered into a grant agreement with the Florida Department of Children and Families (Department), Emergency Shelter Grant / Shelter Facilities, (Grant Agreement KPZ46), a copy of which is attached as Attachment B. Per paragraph H of the agreement, "The Recipient shall include or cause to be included in subcontracts (at any time) the substance of all clauses contained in this agreement that mention or describe subcontract compliance."

To follow are those agreement sections/paragraphs that would apply to SHAL as the operator/subcontractor of the KOTS.

- D. Audit, Records, Etc
- E. Indemnification and Insurance
- F. Risk Prevention
- K. Sponsorship
- N. Information Security Obligations
- R. Support to Deaf or Hard-of-Hearing
- S. Employment Eligibility Verification

14. Paragraph Headings of Agreement. The paragraph headings throughout this Agreement are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
15. Interpretation of Agreement. The parties agree that in all cases, the language of this Agreement shall be construed according to its fair and simple meaning and not strictly for or against either party.
16. Integration and Amendment of Agreement. The parties acknowledge that the terms of this Agreement may vary from the terms negotiated or as evidenced by preliminary agreements between the parties made prior to the execution of this Agreement. The parties agree that the terms, covenants and conditions of this Agreement shall supersede all such prior negotiations and agreements, and that there are no other agreements other than those contained herein, that this Agreement shall be and is the final expression of the Agreement of the parties and shall control.

17. Amendment to Agreement. No modification of the Agreement shall be valid unless in writing, executed by the parties of this Agreement.
18. Governing Law. The validity, meaning and effect of this Agreement shall be determined according to Florida law. Venue for any legal proceeding including mediation and arbitration shall be Monroe County, Florida.
19. Time is of the Essence. It is specifically declared and agreed that time is of the essence of this Agreement.
20. Notices. Notices required to be given under this Agreement or for any other purpose shall be sent by courier to the address specified above for each party or by certified mail, return receipt requested as follows:

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

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

Southernmost Homeless Assistance League, Inc. City of Key West

Wendy Coles 3/20/2012 James Scholl 20 MARCH 2012
(Date) (Date)
Wendy Coles James Scholl
President and Executive Director City Manager

WITNESS:

Angela Bidde
(Signature of Witness)

Angela Bidde
(Print Name of Witness)

Vivian Perez
(Signature of Witness)

Vivian Perez
(Print Name of Witness)

ATTEST:

Cheryl Smith
Cheryl Smith
City Clerk

RESOLUTION NO. 13-095

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

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

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

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

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

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

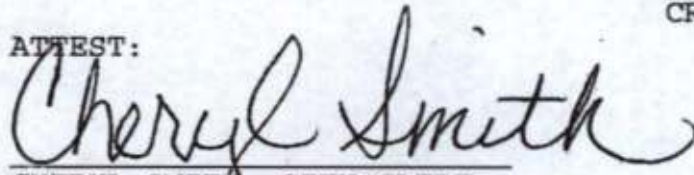
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

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

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

Filed with the Clerk April 3, 2013.

ATTEST:


CHERYL SMITH, CITY CLERK


CRAIG OATES, MAYOR



CITY MANAGER'S OFFICE MEMORANDUM

TO: Bob Vitas, City Manager
FROM: Mark Z. Finigan, Assistant City Manager
DATE: March 21, 2013
SUBJECT: Extension of SHAL / CKW KOTS Agreement

ACTION STATEMENT:

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

BACKGROUND:

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

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

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

FINANCIAL IMPACT:

No impact.

RECOMMENDATION:

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

FIRST AMENDMENT TO AGREEMENT

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

WITNESSETH

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

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

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

WHEREAS, CITY and SHAL desire to amend the Agreement to provide for continued contractual services pertaining to homeless services including the operation of the Keys Overnight Temporary Shelter for a limited period of time beyond the said expiration date of the Agreement.

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

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

Section 1: Paragraph 1 of the Agreement, pertaining to term, is hereby deleted in its entirety and replaced with the following:

This Agreement is effective commencing October 1, 2011, and shall continue in effect on a month-to-month basis until terminated pursuant to paragraph 6 of this Agreement.

Section 2: Paragraph 3 of the Agreement, pertaining to scope of services, is amended by adding "homeless services including the" after the word "render".

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

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

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

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

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

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

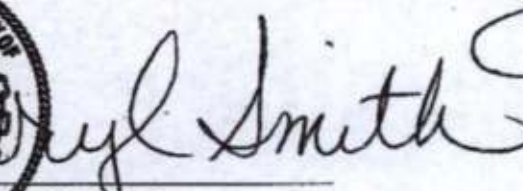
IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on the date first written above.



CITY OF KEY WEST, FLORIDA

By: 

Bogdan Vitas, City Manager

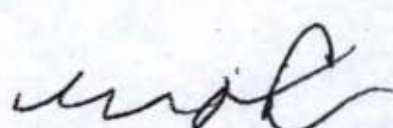


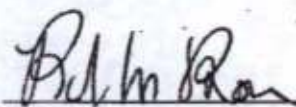
Cheryl Smith, City Clerk

SOUTHERNMOST HOMELESS
ASSISTANCE LEAGUE, INC.

By: 

G. Lee Skillington, Executive Director


Witness


Witness

RESOLUTION NO. 12-096

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

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

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

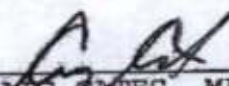
Section 2: That competitive bidding is waived pursuant to section 2-797(4)b of the Code of Ordinances.

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

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

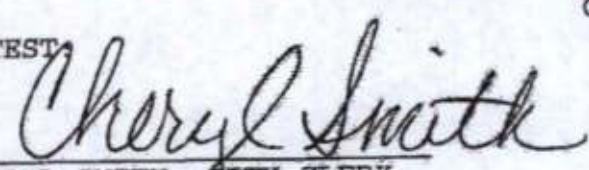
Authenticated by the presiding officer and Clerk of the Commission on March 21, 2012.

Filed with the Clerk March 21, 2012.



CRAG CATES, MAYOR


ATTEST



CHERYL SMITH, CITY CLERK



CITY MANAGER'S OFFICE MEMORANDUM

TO: Jim Scholl, City Manager
FROM: Mark Z. Finigan, Assistant City Manager 
DATE: March 5, 2012
SUBJECT: SHAL / CKW KOTS Agreement

ACTION STATEMENT:

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

BACKGROUND:

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

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

FINANCIAL IMPACT:

In accordance with Paragraph 5. C. of the Agreement, SHAL would be paid an annual sum of \$382,100, the amount budgeted by the City of Key West for the FY 2011-12 operation of KOTS. The annual amount of \$382,100 was established in collaboration with the Florida Keys Outreach Coalition, prior to their notification of termination.

RECOMMENDATION:

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

AGREEMENT
CITY OF KEY WEST
KEYS OVERNIGHT TEMPORARY SHELTER

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement is effective commencing October 1, 2011, and shall continue in effect through September 30, 2012, unless earlier terminated by either party.
2. Relationship. The parties intend that the relationship between them is that of two independent organizations and entities and that no employer-employee relationship exists or shall develop from the performance of this Agreement. This Agreement gives no rights or benefits to any third party and is exclusively between the City and SHAL. No other person or entity is entitled to rely upon the terms and conditions contained in this Agreement as they are specific and personal obligations of the parties named herein.
3. Scope of Services. SHAL agrees to render management and operational services of the KOTS. The parties agree that SHAL may hire employees and/or agents to assist with the performance of such services.
4. Obligations of SHAL.
 - A. SHAL will report monthly to the CITY significant operational changes or revised policies and procedures. No material changes or revisions shall be implemented without consent by CITY.
 - B. SHAL shall provide CITY with a detailed monthly expenditure report by the tenth day of the month following the expenditures. SHAL agrees the amounts paid to SHAL under Paragraph 5 are estimates, intended to cover specific budgeted expenditures in the Fiscal Year 2011-12 City of Key West operating budget. SHAL agrees to reimburse City in accordance with Paragraph 6 those unexpended funds advanced to SHAL.
 - C. SHAL agrees to be responsible for paying all required federal, state and local taxes relating to SHAL's business and that CITY has no responsibility for any such taxes.
5. Obligations of CITY.

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



17. Amendment to Agreement. No modification of the Agreement shall be valid unless in writing, executed by the parties of this Agreement.
18. Governing Law. The validity, meaning and effect of this Agreement shall be determined according to Florida law. Venue for any legal proceeding including mediation and arbitration shall be Monroe County, Florida.
19. Time is of the Essence. It is specifically declared and agreed that time is of the essence of this Agreement.
20. Notices. Notices required to be given under this Agreement or for any other purpose shall be sent by courier to the address specified above for each party or by certified mail, return receipt requested as follows:

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

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

Southernmost Homeless Assistance League, Inc. City of Key West

Wendy Coles 3/20/2012 James Scholl 20 MARCH 2012
(Signature) (Date) (Signature) (Date)
Wendy Coles James Scholl
President and Executive Director City Manager

WITNESS:

Angela Biddle
(Signature of Witness)

Angela Biddle
(Print Name of Witness)

Vivian Perez
(Signature of Witness)

Vivian Perez
(Print Name of Witness)

ATTEST:

Cheryl Smith
Cheryl Smith
City Clerk

RESOLUTION NO. 14-184

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

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

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

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

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

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





THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Bob Vitas, City Manager

FROM: Carolyn Sheldon, Senior Grants Administrator

DATE: June 11, 2014

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

ACTION STATEMENT:

This resolution will approve the acceptance of the 2013 Emergency Shelter

WNCM

PURPOSE AND JUSTIFICATION:

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

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

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

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

OPTIONS / ADVANTAGES / DISADVANTAGES:

1. The City Commission can approve the acceptance of the 2013 Emergency Shelter Grant (ESG) Contract KPZ19 between the City of Key West and the State of Florida Department of Children and Families in the amount of \$54,442.00. This will allow the City to receive ESG funding to receive assistance for the operation of KOTS.
2. The City Commission can reject the acceptance of the 2013 Emergency Shelter Grant (ESG) funding. If the City Commission chooses to reject the funding, improvements and maintenance to the operation of KOTS as previously described will not be possible.

FINANCIAL IMPACT:

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

RECOMMENDATION:

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

**Award Notice
Grant Solicitation LPZ10**

1. **Emergency Solutions Grant**
Street Outreach; Prevention and Rapid Re-Housing; and Emergency Shelter Components
2. **Submission Window:** September 27, 2013 to October 31, 2013
3. **Contact:**
Mia Parker
Office on Homelessness
Department of Children and Families
1317 Winewood Blvd.
Tallahassee, FL 32399-0700
Phone: 850-717-4068
Fax: 850 487-1361
Email: Mia_Parker@dcf.state.fl.us
4. **Intended Grant Awards:**

Street Outreach Component

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

Prevention & Rapid Re-Housing Component

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

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

Emergency Shelter Component

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

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

6. Notice of Appeal Rights

If you believe the Department's decision is in error, you may submit a written petition for an administrative hearing to contest the decision. Failure to request an administrative hearing within 21 days provided below shall constitute a waiver of the right to a hearing. Your written petition for an administrative hearing must be received by the Department within 21 days of the receipt of this Notice.

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

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

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

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

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

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

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

- Purpose.** The Department is engaging the Provider for the purpose of funding essential services and operating costs of a homeless shelter facility, as further described in Attachment I hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to add services that are incidental or complimentary to the original scope of services.
- Effective and Ending Dates.** This contract shall be effective on July 1, 2014, or the last date executed by a party, whichever is later. The performance period under this contract shall commence on July 1, 2014, or the effective date of this contract, whichever is later, and shall end at midnight, Eastern time, on June 30, 2015, subject to the survival of terms provisions of Section 33 hereof.
- Payment for Services.** The Department shall pay for contracted services performed by the Provider on and after the effective date of this contract according to the terms and conditions of this contract of an amount not to exceed \$54,442.00 or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Provider. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.
- Contract Document.** The Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments, I, II, III & IV, and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Standard Contract Definitions, located at <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this contract. The PUR 1000 Form (10/05 version) is hereby incorporated into and made a part of this contract. Sections 1.d., 2-4, 6, 8-13, 20, 23, 27 and 31 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.
- Compliance with Statutes, Rules and Regulations.** In performing its obligations under this contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this contract as they may be enacted or amended from time-to-time, including but not limited to those described in Section 35 of this contract.
- Official Payee and Party Representatives**
 - The Provider's name, as shown above, and mailing address of the official payee to whom the payment shall be made are:
Name: City of Key West
Address: PO Box 1409

City: Key West State: FL Zip Code: 33041
Phone: 305- 809-3881
ext: _____
 - The name of the contact person and address, telephone, and e-mail address where financial and administrative records are maintained are:
Name: City Manager
Address: 3132 Flagler Avenue

City: Key West State: FL Zip Code: 33040
Phone: 305-8093888
ext: _____
e-mail: _____
 - The name, address, telephone number and e-mail address of the contract manager for the Department for this contract is:
Name: Theresa Phelan
Address: 1111 12th Street

City: Key West State: FL Zip Code: 33040
Phone: 305-293-6350
ext: _____
e-mail: trixie_phele@dcf.state.fl.us
 - The name, address, telephone number and e-mail of the representative of the Provider responsible for administration of the program under this contract is:
Name: Carolyn Sheldon
Address: 3132 Flagler Avenue

City: Key West State: FL Zip Code: 33040
Phone: 305-809-3741
ext: _____
e-mail: csheldon@keywestcity.com

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

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

8 Independent Contractor, Subcontracting and Assignments.

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

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

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

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

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

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

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

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

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

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

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

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 766.26, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

10. **Insurance.** The Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 766.26(2), F.S., by execution of this contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. Upon the execution of this contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

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

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

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

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

14. Intellectual Property. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.054, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

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

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

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

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

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

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

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

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

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

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

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

23. Payment on Invoices. Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

24. Vendor Ombudsman. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

25. Records, Retention, Audits, Inspections and Investigations.

- a. 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.
- b. 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.
- c. 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 25.b.
- d. 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.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, section 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.
- f. A financial and compliance audit shall be provided to the Department as specified in this contract and in Attachment II.
- g. 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.).
- h. 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.

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

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

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

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

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

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

29. Financial Penalties for Failure to Take Corrective Action.

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

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

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

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

30. The Following Termination Provisions Apply to this Contract:

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

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

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

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

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

31. Transition Activities. Continuity of service is critical when service under this contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this contract, the Provider shall complete all actions necessary to smoothly transition service to the new provider. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this contract and shall support the requirements for transition as specified in a Department-approved Transition Plan. Such activities will be as follows: identify a transition manager, the

32. **Dispute Resolution.** Any dispute concerning performance of the contract or payment hereunder shall be decided by the Department of the Army, Washington, D.C. 20315-5000.

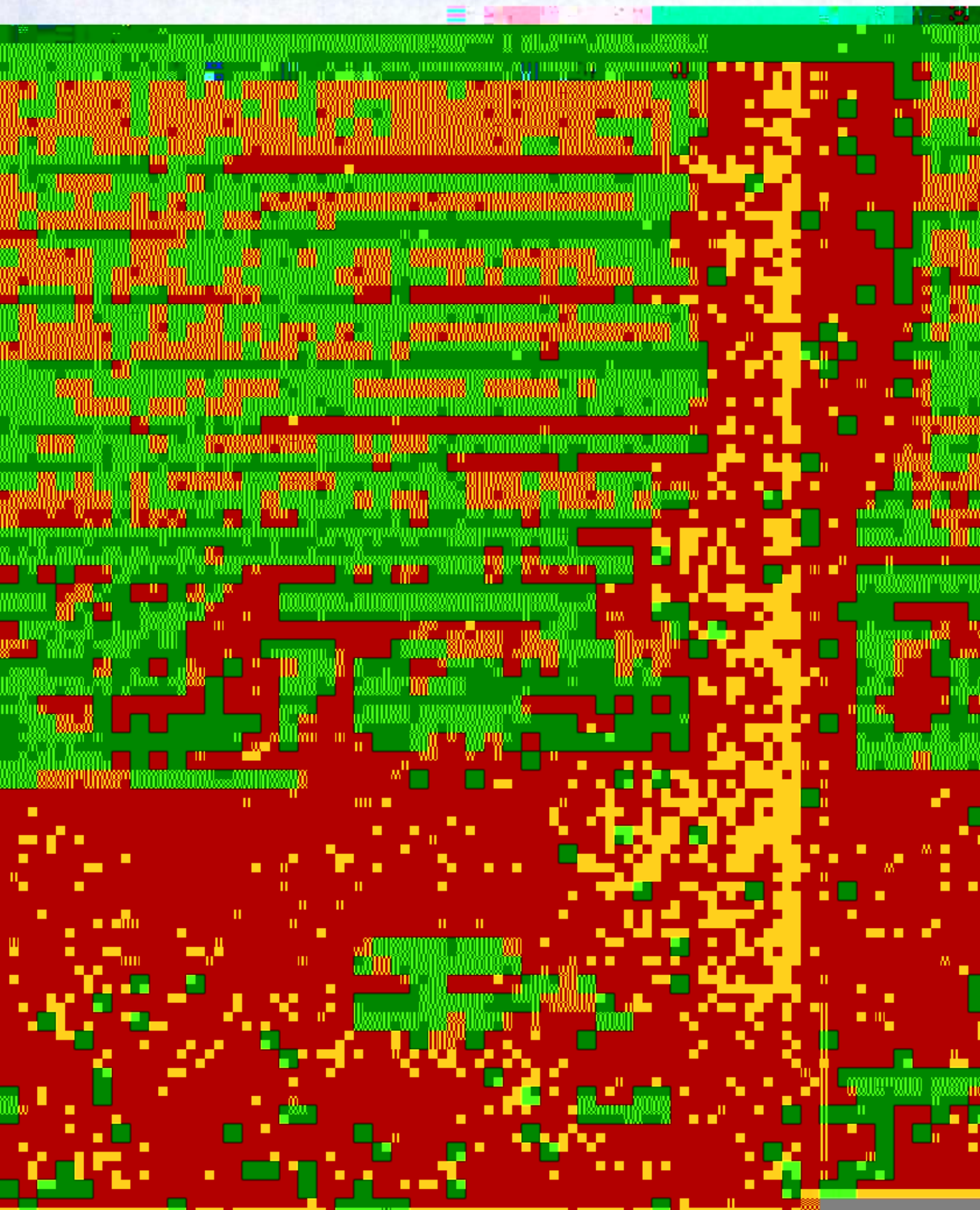
34. **Modifications.** Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment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

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

a. **Federal Law**

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

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



ATTACHMENT I

A. Services to be Provided (Shelter Facilities)

a. Definition of Terms

a. Terms

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

b. Grant Agreement Terms

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

c. Program or Service Specific Terms

- 1) **Emergency Shelter** - Any facility, the primary purpose of which is to provide temporary, including transitional, shelter for the homeless in general, or for a specific homeless population.
- 2) **Administrative Costs** - Costs associated with overall program management, coordination, monitoring, and evaluation the Emergency Solutions Grant (ESG) program. The administration costs of the grant are limited to 4.5% of the total grant award. These costs include general management and oversight to include salaries, wages and related costs of staff engaged in program administration; administrative services performed under 3rd party contract/agreements like legal services, accounting or audit functions; costs associated with the performance of environmental reviews; and costs associated with attending HUD sponsored ESG trainings. Please refer to HUD's December 5, 2011 Interim Rule for regulations regarding administrative costs.
- 3) **HMIS** - Homeless Management Information System is a computer system used to manage and track client assistance activities, including follow-up and HUD performance measures.
- 4) **Continuum of Care** - A local planning body for a defined geographic area responsible for establishing and operating a system to prevent and end homelessness for that area; providing funding efforts by non-profit providers, and state and local governments to quickly rehouse homeless individuals and families; and optimizing self-sufficiency among individuals and families experiencing homelessness.

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

2. General Description

a. Program Requirements

- 1) The Emergency Solutions Grant is a federal grant program from the U. S. Department of Housing and Urban Development, and the federal regulations published for the grant program contain:

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

- a) A Recipient that participates in the Emergency Solutions Grants program shall not finance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or race.

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

i. Recipient may use any of the following as matching funding:

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

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

b. Authority

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

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

c. Scope of Service

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

d. Program Goals

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

e. Grant Agreement Limits

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

3. Clients to be Served

a. General Description

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

b. Client Eligibility

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

c. Client Determination

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

B. Manner of Service Provision

1. Service Tasks

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

a. Task List

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

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

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

- c) Policies and procedures for admission, diversion, referral and discharge by emergency shelters assisted under ESG. This must include

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

Ineligible costs include:

- Recruitment/training staff (on-going);
 - Public relations of fund raising;
 - Mortgage payments;
 - Staff training;
 - Depreciation;
 - Bad debts/late fees;
 - Purchase of vehicles;
 - Fund raising activities; and
 - Costs associated with the organization rather than the supportive housing project (advertisements, pamphlets about the organization, surveys, etc.).
- 5) The Recipient shall use funds for shelter essential services and shelter operation expenses as listed in **Exhibit D and Exhibit D2**, Recipient's approved budget and budget narrative.
 - 6) The Recipient shall complete an ESG Minimum Habitability Standards for Emergency Shelters Checklist (**Exhibit B**) annually, in June, and submit the checklist to the Grant Manager prior to the end of that month.
 - 7) The Recipient shall maintain records documenting all clients served in accordance with Interim Rule of December 5, 2011, as amended, and report all outcomes achieved to the grant manager and the Department Office on Homelessness on a quarterly and annual basis in a report format to be provided by the Office on Homelessness.
 - 8) The Recipient shall ensure that the facility complies with Americans with Disabilities Act (ADA) requirements to accommodate residents with physical disabilities.

- 9) The Recipient shall comply with all applicable state licensing standards, and criteria and guidelines of the Department.
- 10) The Recipient shall comply with all local standards regarding health, sanitation, fire and safety codes.

11) HMIS (Homeless Management Information System)

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

Eligible costs include:*

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

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

12) Administrative Costs

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

Eligible costs include:

- a) Costs of overall program management, coordination, or oversight (including staff salaries for program administration activities);
- b) Training on ESG requirements and costs of attending HUD sponsored training; and
- c) Costs associated with conducting Environmental Reviews conducted under 24 CFR Part 576.407, as amended.

b. Tasks Limits

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

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

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

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

2. Staffing Requirements

a. Staffing Levels

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

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

b. Professional Qualifications

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

c. Staffing Changes

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

d. Subcontractors

3. Service Location

a. Service Location

Services shall be provided at the facilities located at 5502 George Road in Key West, Florida 33040.

b. Services

Shelter facilities and support services will be made available at all times to persons within the total available capacity of the shelter.

c. Service Location

Service location shall not be changed.

It is the responsibility of the Recipient to supply, at its own expense, any equipment (not purchased with funds from this grant agreement) necessary to provide services under this grant agreement. All equipment purchased under this grant agreement will be inventoried annually.

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

The Recipient shall provide shelter or essential services for both to a minimum of 220 individuals per month of service under this grant agreement, as documented in the monthly report. Monthly requests for reimbursement shall include total clients served during the report period and total number of clients served to date during the grant period.

The Recipient shall, at least once a month, inspect each facility supported with ESG funds using an annual Standards for Emergency Shelters Checklist and submit the results to the Grant Manager prior to the end of that month.

4. Records and Documentation

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 such information meets the definition of "public records" as defined in Section 119, Florida Statutes, said information is hereby declared to be a public record and is hereby recognized by the parties to be a public record and absent a showing of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, Florida Statutes, or any successor law. It is expressly understood that the Recipient's refusal to

3. Service Location

a. Service Location

Services shall be provided at the facilities located at 5502 George Road in Key West, Florida 33040.

b. Services

Shelter facilities and support services will be made available at all times to persons within the total available capacity of the shelter.

c. Changes in Service Location

The service location shall not be changed.

d. Equipment

It is the responsibility of the Recipient to supply, at its own expense, any equipment (not purchased with funds from this grant agreement) necessary to provide services under this grant agreement. All equipment purchased under this grant agreement will be inventoried annually.

4. Deliverables

a. Recipient's Deliverables

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

1. Provide shelter or essential services for both to a minimum of 220 individuals per month of service under this grant agreement, as documented in the monthly report.

Monthly requests for reimbursement shall include total clients served during the report period and total number of clients served to date during the grant period.

2. Annually inspect each facility supported with ESG funds using an annual Standards for Emergency Shelters Checklist and submit the results to the Grant Manager prior to the end of that month.

b. Records and Documentation

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

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

- 2) All documents pertaining to the program shall be retained by the Recipient for a period of six (6) years after the termination of the grant agreement, or longer as may be required by any renewal or extension of the grant agreement. During the record retention period, the Recipient agrees to provide all documents required to be retained upon demand by the Department.
- 3) The Recipient agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Recipient further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs of any fine or penalty imposed as a result of improper disclosure by the Recipient of confidential records whether public record or not and promises to defend the department against the same at its expense.
- 4) Records necessary to document data required for status reports must be maintained in files that coincide with the report periods specified. These records may be maintained manually or electronically.

c. Reports

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

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

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

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

- 1) The Recipient agrees to submit with Exhibit C to the Grant Manager a monthly and year to date (from the date of grant execution) HMIS activity report on numbers and types of clients served.
- 2) The Recipient agrees to submit to the Grant Manager and the Office on Homelessness the HMIS generated Consolidated Annual Performance and Evaluation Report (CAPER) at the end of

- 5) **Match Report.** On a quarterly basis, the Recipient will report the matching expenditure dollars and in-kind contributions to the Office on Homelessness and the Grant Manager. In-kind contributions may be evaluated and counted as all or part of the match. In addition, the Recipient may report match on invoices submitted for reimbursement for the corresponding month of service to the grant manager for approval. The report will be due to the Grant Manager not later than fifteen (15) calendar days following the end of the quarter. Grant Managers may require additional reports regarding match as deemed necessary, and will request these from the Recipient if needed.
- 6) Where the grant agreement requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act.
- 7) The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the grant agreement. The Department, at its option, may allow additional time within which the Recipient may remedy the objections noted by the Department, or the Department may, after having given the Recipient a reasonable opportunity to complete, make adequate or acceptable, and declare this agreement to be in default.

- 3) 35% of persons exiting the shelter transition to permanent housing;
- 4) 30% of persons exiting the shelter leave with employment income; and
- 5) % of persons who exit and return to homelessness within three months.

b. Performance Evaluation Methodology

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

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

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

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

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

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

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

Number of persons exiting the shelter

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

6. Recipient Responsibilities

a. Recipient Unique Activities

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

b. Coordination with other Providers/Entities

- 1) The Recipient shall be a member of the appropriate local homeless

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

7. Department Responsibilities

a. Department Obligations

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

b. Department Determinations

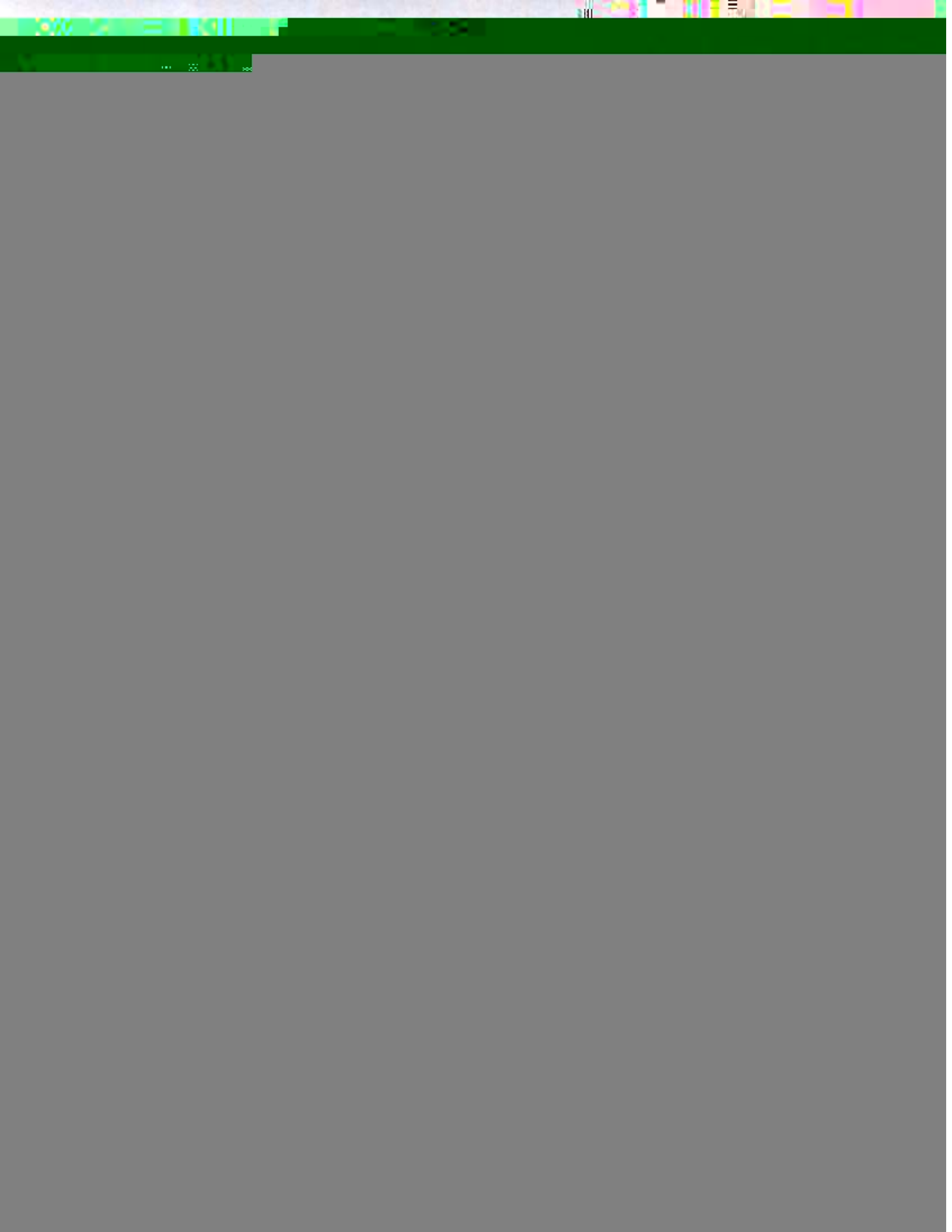
The Department has reserved the exclusive right to make certain determinations in this grant. The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients, whether those clients are...

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

C. Method of Payment

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

been reimbursed by the Department. The Recipient shall make payable to the Department



used as match for other grants and projects. Eligible match includes the value of goods and services, buildings and land, equipment, furnishings, supplies, staff, administrative support, volunteer manpower, donations, grants, cash contributions, and maintenance expenditures. The match is to be dollar

for dollar. Funds used for Emergency Shelter Grants match may not be concurrently utilized as match for other grants or funding sources. Recipient funds used to match previous Emergency Shelter Grants or Emergency Solutions Grants may not be used to match a subsequent Emergency Solutions Grant.

- b. There must be specific documentation as to the amount and source of all matching contributions.
- c. Matching funds must be provided after the date of the grant agreement is executed.

10. This grant agreement is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with Rule 60-A1.032 (1) (d), F.A.C.

D. Special Provisions

1. Mandatory Reporting Requirements

The Recipient and any subcontractor must comply with and inform its employees for the following mandatory reporting requirements. Each employee of the Recipient, and any subcontractor, providing services in connection with this grant agreement who has 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 Grant Manager; and (2) other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (Form CF1934) and emailing the request to the Office of the Inspector General at io_complaints@dcf.state.fl.us. The Recipient or subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, FL 32399 or fax to 850-

to the designated representative of the other party of a written request for dispute resolutions, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make recommendations to the Secretary who has final authority to resolve the dispute. The parties reserve all their rights and remedies under Florida Law.

3. Employment Eligibility Verification

a. Definitions. As used in this clause—

"Employee assigned to the grant agreement" means all persons employed during the grant term by the Recipient to perform work pursuant to this grant agreement within the United States and its territories, and all persons (including subcontractors) assigned by the recipient to perform work pursuant to the grant agreement with the Department.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime grant agreement or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime recipient or another subcontractor.

b. Enrollment and verification requirements.

The Recipient shall—

- 1) **Enroll.** Enroll as a recipient in the E-Verify program within 30 calendar

- b) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the recipient's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the recipient will be referred to a DHS or SSA suspension or debarment official.
- c) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Recipient is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Recipient, then the Recipient must reenroll in E-Verify.
- d) **Website Information.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- e) **Individuals previously verified.** The Recipient is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Recipient through the E-Verify program.
- f) **Individuals performing work prior to the E-verify requirement.** Employees assigned to and performing work pursuant to this grant agreement prior to February 04, 2011 do not require employment eligibility verification through E-verify.

g) **Evidence**

E. List of Exhibits

1. **Exhibit A**, HUD Homeless Definitions
2. **Exhibit B**, ESG Minimum Habitability Standards for Emergency Shelter Checklist
3. **Exhibit C**, Request for Reimbursement
4. **Exhibit D**, Budget
5. **Exhibit D2**, Budget Narrative



At Risk of Homelessness

			<p>An individual or family who:</p> <ul style="list-style-type: none">(i) Has an annual income below <u>30%</u> of median family income for the area; <u>AND</u>(ii) Does not have sufficient resources or support networks immediately available to prevent them from <u>losing their housing</u>
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Homeless Definition

CATEGORIES	Category 1	Literally Homeless	<ul style="list-style-type: none"> • written observation by the outreach worker; <u>or</u> • written referral by another housing or service provider; <u>or</u> • certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter; • for individuals exiting an institution—one of the forms of evidence above <u>and</u>: <ul style="list-style-type: none"> • discharge paperwork <u>or</u> written/oral referral; <u>or</u> • written record of intake worker's due diligence to obtain above evidence <u>and</u> certification by individual that they exited institution
	Category 2	Imminent Risk of Homelessness	<ul style="list-style-type: none"> • A court order resulting from an eviction action notifying the individual or family that they must leave; <u>or</u> • for individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay; <u>or</u> • A documented written statement from the individual or family that they are unable to pay rent or mortgage; <u>or</u>

ESG Minimum Habitability Standards Checklist

About this Tool

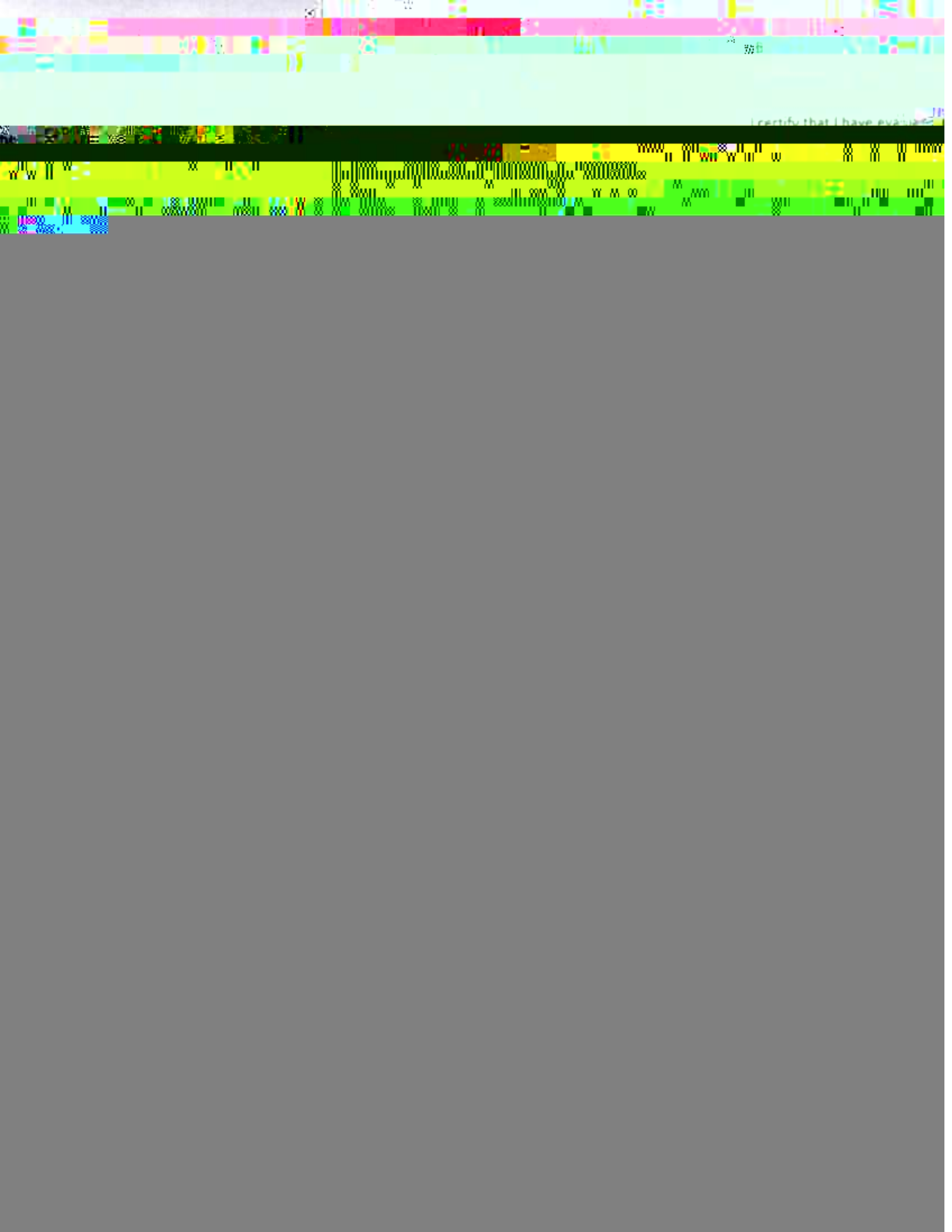
The Emergency Solutions Grants (ESG) Program Interim Rule establishes different habitability standards for emergency shelters and for permanent housing (the Rapid Re-housing and Homelessness Prevention components).

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

Recipients and subrecipients must document compliance with the applicable standards. The checklists do not cover the requirements to comply with the Lead-Based Paint rule.

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

Approved	Deficient	Standard (24 CFR part 576.403(b))
		<p>1. <i>Structure and materials:</i></p> <p>a. The shelter building is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.</p> <p>b. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance used Energy Star and WaterSense products and</p>



MONTHLY REQUEST FOR REIMBURSEMENT

Provider: City of Key West

Emergency Solutions Grant Contract # KPZ19

Address: PO Box 1409

Key West, FL 33041

FEID: 59-6000346

Reporting Period: _____

	<i>Line Items</i>	<i>Approved Budget</i>	<i>Amount this Invoice</i>	<i>Total Expenditures to Date</i>	<i>Budget Remaining</i>
	Essential Services				

EMERGENCY SOLUTIONS GRANT

BUDGET – KPZ19

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

BUDGET NARRATIVE KPZ19

July 1, 2014

1. Essential Services

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

Total: \$30,200.00**2. Shelter Operations**

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

Total: \$20,073.00

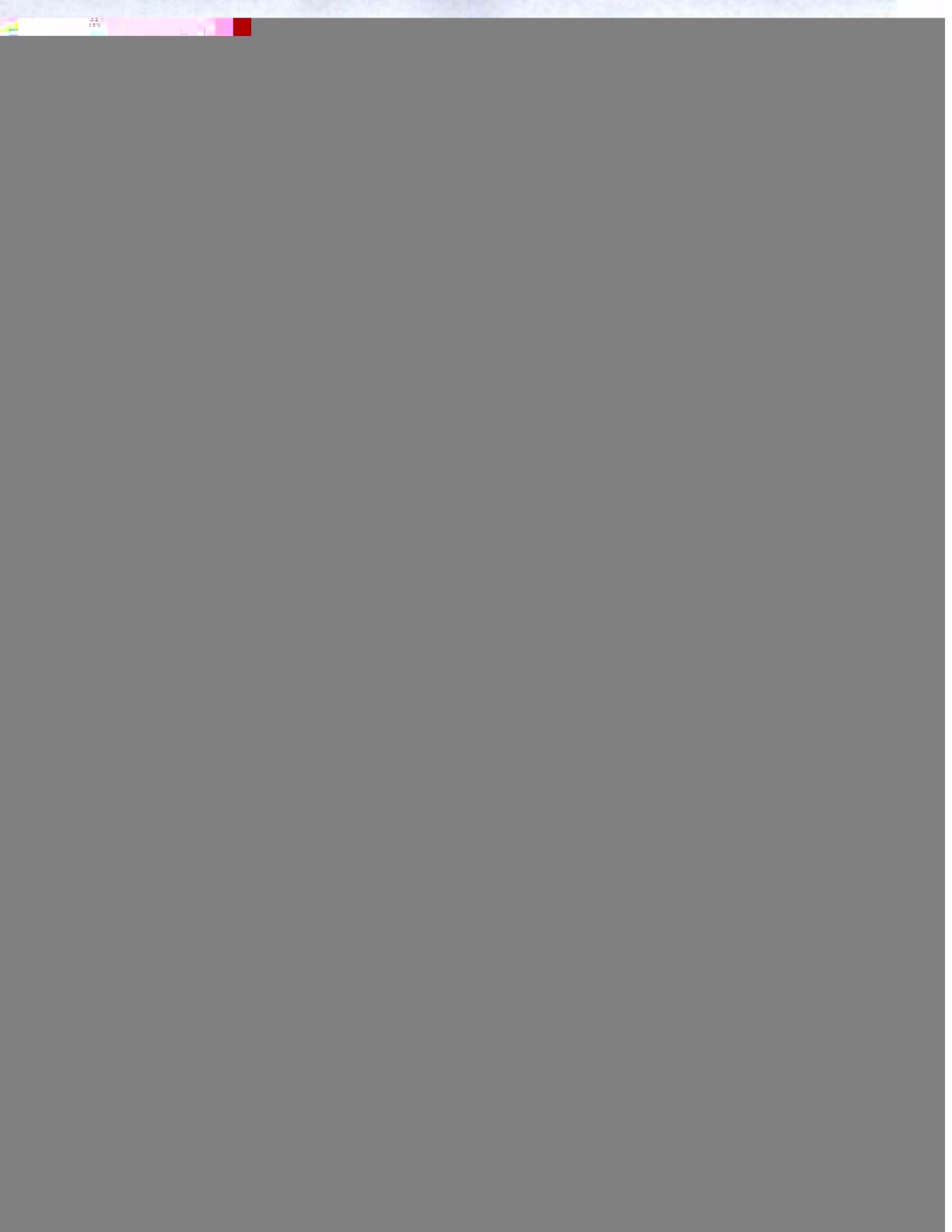
Equipment: Upgrades are needed in several areas – some items include a new computer for the case manager and a commercial washer and dryer.

Total: \$ 2,000.00**3. Administrative Costs**

The allowable 4.5% will be used to support City of Key West administrative staff working on the project.

Total: \$ 2,169.00**Total: \$54,442.00**





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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENTS**

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ATTACHMENT IV

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

Section 1. Definitions

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, or

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;

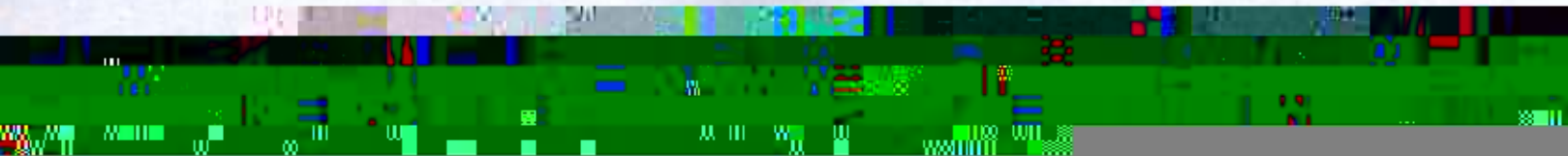
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 2.1.5 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.

- 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 shall not use or disclose the information received from the covered entity for purposes not permitted by the HIPAA Rules, except as may be necessary to carry out the business associate's functions or to provide the services requested by the covered entity.

information to prevent use or disclosure
greater than as provided for in this Section, for as long as



PURPOSE AND JUSTIFICATION

City is allocating \$444,118.00 (plus utilities and manage/operate KOTS. With the 2013 ESG grant, the City

For Fiscal Year 2015, the repairs/maintenance) for SHAL to can be reimbursed up to \$54,442

SECOND AMENDMENT TO AGREEMENT

This Amendment to Agreement is entered into this 14th day of October, 2014, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and the Southernmost Homeless Assistance League, Inc., a non-profit Florida corporation qualified pursuant to United States Internal Revenue Service regulations as a 501(c)(3) tax exempt charitable organization (hereinafter "SHAL").

WITNESSETH

WHEREAS, CITY and SHAL entered into an Agreement on the 1st day of October, 2011, (the "Agreement"), pertaining to SHAL's management of the day-to-day operation of the facility commonly known as the Key Overnight Temporary Shelter;

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

City shall pay to SHAL in accordance with Paragraph 5(C) below based on an annual sum



AGREEMENT
CITY OF KEY WEST
KEYS OVERNIGHT TEMPORARY SHELTER

THIS AGREEMENT is made and entered into this 1st day of October, 2011 by and between the City of Key West ("CITY"), a Florida municipal corporation, whose address is 525 Angela Street, Key West, Florida, 33040, and the Southernmost Homeless Assistance League, Inc. ("SHAL"), a not-profit corporation qualified pursuant to United States Internal Revenue Service regulations as a 501(c)(3) tax exempt charitable organization, whose mailing address is P.O. Box 2990, Key West, Florida, 33045-2990.

- A. CITY agrees to be responsible for all costs related to the operation of the KOTS facility, including, but not limited to:

17. Amendment to Agreement. No modification of this Agreement shall be valid unless in writing, executed by the parties of this Agreement.
18. Governing Law. The validity, meaning and effect of this Agreement shall be determined according to Florida law. Venue for any legal proceeding including mediation and arbitration shall be Monroe County, Florida.
19. Time is of the Essence. It is specifically declared and agreed that time is of the essence of this Agreement.
20. Notices. Notices required to be given under this Agreement or for any other purpose shall be sent by courier to the address specified above for each party or by certified mail, return receipt requested as follows:

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

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

Southernmost Homeless Assistance League, Inc. City of Key West

Wendy Coles 3/20/2012 James Scholl 20 MARCH 2012
Wendy Coles (Date) James Scholl (Date)
President and Executive Director City Manager

WITNESS:

Angie Bidde
(Signature of Witness)

ATTEST:

Cheryl Smith
Cheryl Smith
City Manager

Angie Bidde

RESOLUTION NO. 13-095

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

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

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

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

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

Section 3: Attorney is authorized to execute and file this resolution with the City Clerk.

shall go into effect
and authentication by the
Clerk of the Commission.
at a meeting held
_____, 2013.

Officer and Clerk of the
_____, 2013.



CHERYL SMITH, CITY CLERK

Section 4: That this Resolution
immediately upon its passage and adoption
signature of the presiding officer and

Passed and adopted by the City Council
this _____ day of _____, 2013.

Authenticated by the presiding officer
Commission on _____, 2013.

Filed with the Clerk _____, 2013.



CHERYL SMITH, CITY CLERK



FIRST AMENDMENT TO AGREEMENT

This Amendment to Agreement is entered into this 9th day of August, 2013, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and the Southernmost Homeless Assistance League, Inc., a non-profit Florida corporation

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

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

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

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

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

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

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



Rayl Smith
Rayl Smith, City Clerk

CITY OF KEY WEST, FLORIDA

By: Bogdan Vitas
Bogdan Vitas, City Manager

SOUTHERNMOST HOMELESS
ASSISTANCE LEAGUE, INC.

Witness

Witness

By: G. Lee Skillington
G. Lee Skillington, Executive Director

RESOLUTION NO. 12-096

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

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

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

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

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

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

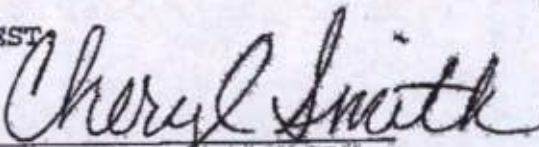
Authenticated by the presiding officer and Clerk of the Commission on March 21, 2012.

Filed with the Clerk March 21, 2012.

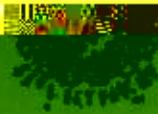


CRAIG CATES, MAYOR

ATTEST



CHERYL SMITH, CITY CLERK



**CITY MANAGER'S OFFICE
MEMORANDUM**

TO: Jim Schell, City Manager
FROM: Mark Z. Pilger, Assistant City Manager
DATE: March 5, 2012
SUBJECT: SHAL / COW KOTS Agreement

ACTION STATEMENT:

Respectfully request City Commission authorize the City Manager to execute the City Manager Agreement between the City of Key West (COW) and the South Atlantic Assistance League (SHAL) for the daily maintenance of a temporary shelter (referred to as KOTS - Key Overnight Temporary Shelter) located on Stock Island.

BACKGROUND:

On August 25, 2011 the Florida Keys Outreach Coalition notified the City of Key West of their intent to terminate a long standing agreement with the City for the management of the homeless center. The effective date of the termination was September 30, 2011. In a September 8, 2011 letter to the City, the Coalition offered its interim management and advisory services to the City. At such point the City solicited and selected a long term manager.

The Agreement before the Commission is a one year agreement starting October 1, 2011 and ending September 30, 2012. Either party may terminate the agreement at any time upon ninety (90) days' notice in writing. The agreement also provides for the City to provide for the management of the shelter. All other essential terms and conditions are similar to those conditions found in the previous Agreement with the Florida Keys Outreach Coalition.

FINANCIAL IMPACT:

In accordance with Paragraph 5. C. of the Agreement, the City will

RECOMMENDATION:

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

AGREEMENT
CITY OF KEY WEST
KEYS OVERNIGHT TEMPORARY SHELTER

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement is effective commencing October 1, 2011, and shall continue in effect through September 30, 2012, unless earlier terminated by either party.
2. Relationship. The parties intend that the relationship between them is that of two independent organizations and entities and that no employer-employee relationship exists or shall develop from the performance of this Agreement. This Agreement gives no rights or benefits to any third party and is exclusively between the City and SHAL. No other person or entity is entitled to rely upon the terms and conditions contained in this Agreement as they are specific and personal obligations of the parties named herein.
3. Scope of Services. SHAL agrees to render management and operational services of the KOTS. The parties agree that SHAL may hire employees and/or agents to assist with the performance of such services.
4. Obligations of SHAL.
 - A. SHAL will report monthly to the CITY significant operational changes or revised policies and procedures. No material changes or revisions shall be implemented without consent by CITY.
 - B. SHAL shall provide CITY with a detailed monthly expenditure report by the tenth day of the month following the expenditures. SHAL agrees the amounts paid to SHAL under Paragraph 5 are estimates, intended to cover specific budgeted expenditures in the Fiscal Year 2011-12 City of Key West operating budget. SHAL agrees to reimburse City in accordance with Paragraph 6 those unexpended funds advanced to SHAL.
 - C. SHAL agrees to be responsible for paying all required federal, state and local taxes relating to SHAL's business and that CITY has no responsibility for any such taxes.
5. Obligations of CITY.

- A. CITY agrees to be responsible for all costs related to the operation of the KOTS facility, including, but not limited to, the sleeping quarters, the office/laundry trailer, utilities, maintenance and repairs of the facility and appliances.
 - B. CITY shall pay to SHAL, in accordance with Paragraph 5. C. below based on an annual sum of \$382,100 budgeted by the City of Key West for the FY 2011-12 operation of KOTS.
 - C. CITY shall make payment to SHAL in equal monthly installments based on the annual budget provided in Paragraph 5. B. which shall be made on or about the 1st day of each month, provided, however, that the CITY shall make an advance payment, representing the two monthly installments for the months of October and November 2011, by or on October 5, 2011.
 - D. CITY will add SHAL as an additional covered party in accordance with the PGIT Public Entity Automatic Additional Covered Parties provisions policy that the CITY currently has in place or such other policies at CITY may from time to time obtain in substantial conformity therewith.
6. Termination of Agreement. Either party may terminate this Agreement at any time upon ninety (90) days' notice in writing to the other party. SHAL agrees to return unexpended advanced funds to CITY within ninety (90) days of the date of termination.
 7. Authority to Issue Public Statements. To foster effective communication, the Chairman of the Board or the President and Executive Director of SHAL will be the only official spokespersons for SHAL. CITY may designate such spokesperson as City shall in its sole discretion appoint.
 8. Assignment of Rights. The rights of each party under this Agreement are limited to that party and shall not be assigned or transferred to any other party, firm, corporation, or other entity without the prior, express, and written consent of the other party.
 9. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
 10. Indemnification
The parties acknowledge that there is currently pending in Monroe County Circuit Court case number 2011-CA-911-K involving the continued operation of KOTS. The City agrees to defend SHAL in the event SHAL becomes a named party by virtue of its operation of the facility under this Agreement. Both City and SHAL agree that their interests in such litigation would be aligned to the extent that they may utilize the same counsel in defense of the suit. Therefore, both parties consent to the representation of the City Attorney's office, or their named designee, in such litigation.

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

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

11. Prior Obligations. SHAL, by entering this agreement, does not assume any of the prior liabilities of the KOTS, including any contracts, obligations or commitments of whatever nature, including but not limited to, agreements with prior service providers, employment agreements, accrued vacation or past wages, contracts for services or goods or such other obligations and SHAL will enter separate agreements for the provision of the same for such services and goods as SHAL requires for implementation of this agreement.
12. Personal Property. That the personal property used under this agreement is the sole property of the CITY and upon termination of this agreement for any cause shall be returned to the CITY. SHAL will keep an inventory of such personal property and such replacement personal property purchased by the CITY during the term of this agreement. A list of the personal property to be provided to SHAL pursuant to this provision is attached hereto as Attachment A.
13. Subcontract Compliance. The City of Key West (Recipient) has entered into a grant agreement with the Florida Department of Children and Families (Department), Emergency Shelter Grant/ Shelter Facilities, (Grant Agreement KF748), a copy of which is attached as Attachment H. For paragraph H of the agreement, "The Recipient shall include or cause to be included in subcontracts (at any tier) the substance of all clauses contained in this agreement that mention or describe subcontract compliance."

To follow are those agreement sections/paragraphs that would apply to SHAL as the operator/subcontractor of the KOTS

- D. Audit, Records, Etc
- E. Indemnification and Insurance
- F. Risk Prevention
- K. Sponsorship
- N. Information Security Obligations
- R. Support to Deaf or Hard-of-Hearing
- S. Employment Eligibility Verification

14. Paragraph Headings of Agreement. The paragraph headings throughout this Agreement are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
15. Interpretation of Agreement. The parties agree that in all cases, the language of this Agreement shall be construed according to its fair and simple meaning and not strictly for or against either party.
16. Integration and Amendment of Agreement. The parties acknowledge that the terms of this Agreement may vary from the terms of the following:

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

RESOLUTION NO. 14-184

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

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

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

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

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

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

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

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

Filed with the Clerk on July 2, 2014.

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

ATTEST:


CHERYL SMITH, CITY CLERK


CRAIG CATES, MAYOR



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 863-3700

EXECUTIVE SUMMARY

TO: Bob Vitas, City Manager

III

PURPOSE AND JUSTIFICATION:

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

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

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

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

OPTIONS / ADVANTAGES / DISADVANTAGES:

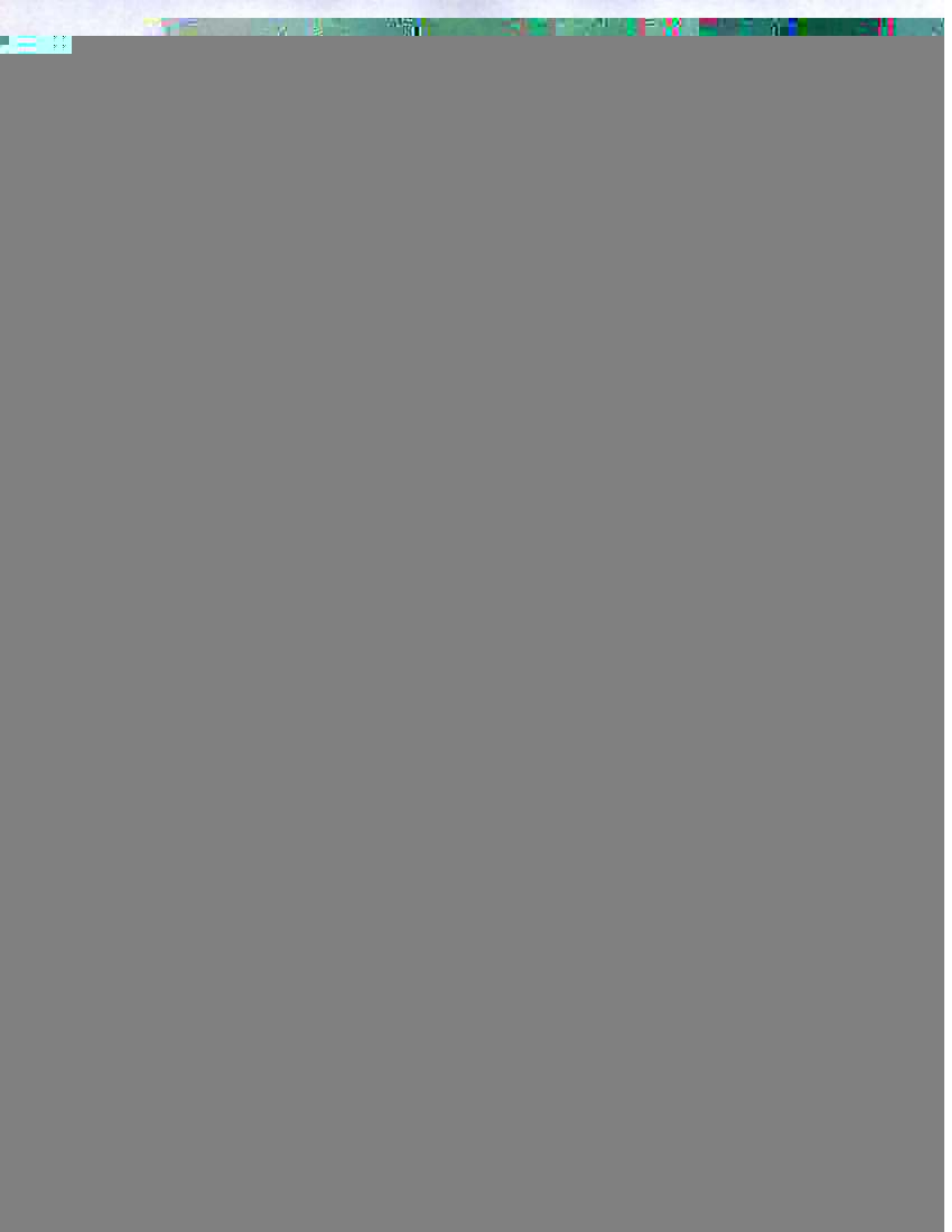
1. The City Commission can approve the acceptance of the 2013 Emergency Shelter Grant (ESG) Contract KPZ19 between the City of Key West and the State of Florida Department of Children and Families in the amount of \$54,442.00. This will allow the City to receive ESG funding to receive assistance for the operation of KOTS.
2. The City Commission can reject the acceptance of the 2013 Emergency Shelter Grant (ESG) funding. If the City Commission chooses to reject the funding, improvements and maintenance to the operation of KOTS as previously described will not be possible.

FINANCIAL IMPACT:

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

RECOMMENDATION:

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



City of Zephyrhills	\$76,598	\$73,300	\$3,298	\$76,598
Jewish Family & Children	\$76,598	\$73,300	\$3,298	\$76,598
Highlands Homeless Coalition	\$76,598	\$73,300		

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

6. Notice of Appeal Rights

If you believe the Department's decision is in error, you may submit a written petition for an administrative hearing to contest the decision. Failure to request an administrative hearing within 21 days provided below shall constitute a waiver of the right to a hearing. Your written petition for an administrative hearing must be received by the Department within 21 days of the receipt of this Notice.

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

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

Please note that a request for an administrative hearing must comply with

Contract No. KPZ18

Client ☒ Non-Client ☐

CFDA No. 14.231

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

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

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

2. **Effective and Ending Dates.** This contract shall be effective on July 1, 2014, or the last date executed by a party, whichever is later.

- a. For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.
- b. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.
- c. The Department agrees to respond in writing within thirty (30) days of receipt of the original plan.

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

23 **Payment on Invoices.** Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

24 **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

25 **Records, Retention, Audits, Inspections and Investigations.**

a. 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.

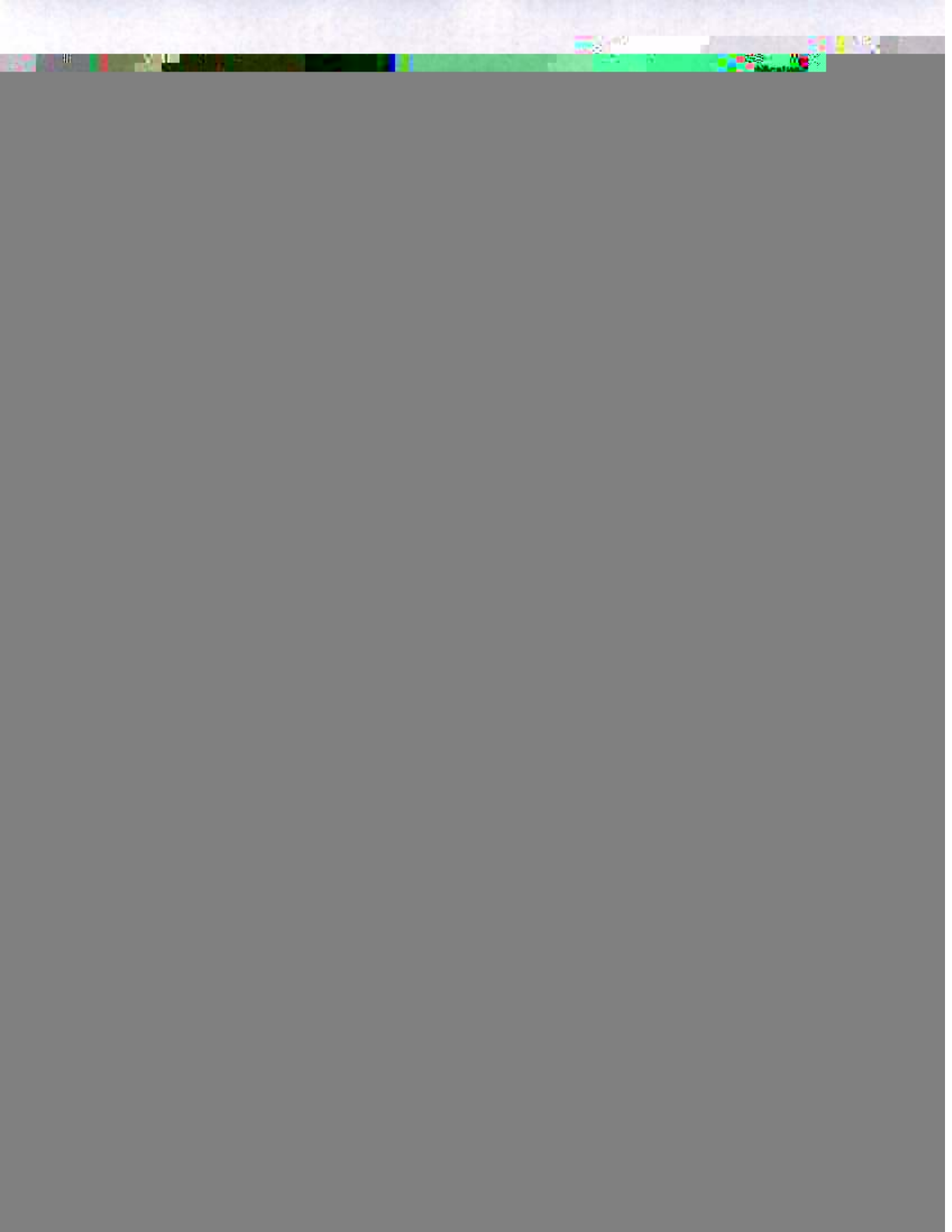
b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Provider during the term of this contract and retained for a period of six (6) years after 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



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

33. **Other Terms**

- a. Except where otherwise provided in this contract, communications between the parties regarding this contract may be by any commercially reasonable means. Where this contract calls for communication in writing, except for notices of termination per Section 30, such communication includes email, and attachments are deemed received when the email is received.
- b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects as if it were made and entered into in the State of Florida.



12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA) and CFOP 60-10 Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."

4. If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single Point of Contact (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10 Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database at https://hs18.formstack.com/contactusform/secure_index.html by the 5th working day of the month, covering the previous month's reporting, and forward confirmation of submission to the contract manager. The name and contact information for the Provider's Single Point of Contact shall be furnished to the Department's grant or contract manager within fourteen (14) calendar days of the effective date of this requirement.

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

ATTACHMENT I

A. Services to be Provided (Shelter Facilities)

a. Definition of Terms

a. Terms

For purposes of this agreement, the term "grant" will be interchanged with the word "contract" and the term "Provider" will be interchanged with the word "Provider".

program from the U. S.
Department, and the federal
regulations published in 24 CFR, Part 576
Interim Rule, shall govern

- 1) The Emergency Solutions Grant is a federal grant
Department of Housing and Urban Development
regulations published for the grant program central
(2011) as amended in the December 5, 2011 in

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

i. Recipient may use any of the following as matching funding:

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

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

b. Authority

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

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

c. Scope of Service

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

3. Clients to be Served

a. General Description

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

b. Client Eligibility

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

c. Client Determination

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

B. Manner of Service Provision

1. Service Tasks

The Recipient shall comply with the Program Narrative as described in the Recipient's response to Grant Application LP210, within the limits of the approved Budget contained herein, and the Task Limits contained Section B.1.b.

a. Task List

- 1) Recipient must develop written standards

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

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

3) Essential Services are services provided to individuals and families who are homeless or at risk of homelessness.

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

Ineligible costs include:

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

- 5) The Recipient shall use funds for shelter essential services and shelter operation expenses as listed in Exhibit D and Exhibit D2, Recipient's approved budget and budget narrative.
- 6) The Recipient shall complete an ESG Minimum Habitability Standards for Emergency Shelters Checklist (Exhibit B) annually, in June, and submit

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

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

11) HMIS (Homeless Management Information System)

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

Eligible costs include:

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

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

12) Administrative Costs

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

Eligible costs include:

- Costs of overall program management

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

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

2. Staffing Requirements

a. Staffing Levels

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

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

b. Professional Qualifications

Minimum professional qualifications for emergency shelter staff shall be determined by the Recipient. The position descriptions as described in the

3. Service Location & Equipment

a. Service Delivery Location

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

b. Service Times

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

c. Changes in Location

The service delivery location shall not be changed.

d. Equipment

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

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

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

Emergency Solutions Grants Program

Annual CAPER Report	Annually	15 th of month following the end of the fiscal year	1	Grant Manager and Office on the Homelessness
HUD Annual Performance Report (submit copy provided to CoC)	Annually	15 th of month following the end of the fiscal year	1	Grant Manager and Office on the Homelessness
ESG Minimum	Annually	Prior to June 30		

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

6) Where the grant agreement  the definition of grants to the

- 3) 35% of persons exiting the shelter transition to permanent housing;
- 4) 30% of persons exiting the shelter leave with employment income; and
- 5) % of persons who exit and return to homelessness within three months.

b. Performance Evaluation Methodology

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

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

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

Avg. length of time of person's homeless episodes in CoC

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

6. Recipient Responsibilities

a. Recipient Unique Activities

The Recipient is ultimately responsible for the satisfactory performance of the tasks.

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

personnel pursuant to a key agreement.

7. Department Responsibilities

a. Department Obligations

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

b. Department Determinations

The Department has reserved the exclusive right to make determinations in this grant. The Department reserves the exclusive right to make determinations which it deems are necessary to protect the State of Florida and the health, safety, and welfare of the clients are served by the Department directly or through agreement recipients. The absence of such determinations

ent information received
ation regarding grant
ant Program by HUD or

e certain determinations
ght to make any and all
the best interests of the
e clients, whether those
ough one of its grant
ations for the specific

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

C. Method of Payment

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

1. This is a cost reimbursement grant. The Department shall reimburse the Recipient for allowable expenditures incurred pursuant to the terms of this grant agreement for a total dollar amount not to exceed \$54,442.00, subject to the availability of funds, and the Recipient's required match of 100 percent. This project is funded by an Emergency Solutions Grant for the homeless from the U.S. Department of Housing and Urban Development.
2. The Recipient shall request reimbursement on a monthly basis through the submission of a properly completed Request for Reimbursement, Exhibit C, not later than fifteen (15) days following the end of the month for which reimbursement is being requested. Charges on the invoice must have supporting documentation attached. The invoice and the documentation must be submitted to the Grant Manager.
3. Payment may be authorized only for allowable expenditures on the invoice which are in accordance with the limits specified in the approved Budget, Exhibit D, and Budget Narrative, Exhibit D2, and in accordance with the Recipient's proposal submitted to the Department of Children and Families for the Emergency Solutions Grant Program and its applicable program component.
4. If no services are due to be invoiced from the preceding month, the Recipient shall submit a written document to the Department indicating this information within thirty (30) days following the end of the month.

5. Financial Consequences

Failure of the Recipient to perform under the terms of the grant agreement and

used as match for other grants and projects. Eligible match includes the value of goods and services, buildings and land, equipment, furnishings, supplies, staff, administrative support, volunteer manpower, donations, grants, cash contributions, and rent, utility, insurance and maintenance expenditures. The match is to be dollar for dollar. Funds used for Emergency Shelter Grants match may not be concurrently utilized as match for other grants or funding sources. Recipient funds used to match previous Emergency Shelter Grants or Emergency Solutions Grants may not be used to match a subsequent Emergency Solutions Grant.

- b. There must be specific documentation as to the amount and source of all matching contributions.
- c. Matching funds must be provided after the date of the grant agreement is executed.

10. This grant agreement is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with Rule 60-A1.032 (1) (d), F.A.C.

D. Special Provisions

to the designated representative of the other party of a written request for dispute resolutions, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make recommendations to the Secretary who has final authority to resolve the dispute. The parties reserve all their rights and remedies under Florida Law.

3. Employment Eligibility Verification

a. Definitions. As used in this clause—

- b) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the recipient's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the recipient will be referred to a DHS or SSA suspension or debarment official.
- c) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the recipient is relieved from its obligations

E. List of Exhibits

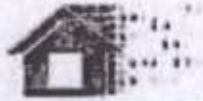
1. Exhibit A, HUD Homeless Definitions
2. Exhibit B, ESG Minimum Habitability Standards for Emergency Shelter Checklist
3. Exhibit C, Request for Reimbursement
4. Exhibit D, Budget
5. Exhibit D2, Budget Narrative

EXHIBIT A



Homeless Definition

CRITERIA FOR DEFINING HOMELESS	Category 1	Literal Homeless	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> (A) Has a primary nighttime residence that is a public or private place not meant for human habitation; (B) Is living in a publicly or privately sponsored shelter designated to provide temporary living arrangements (including congested shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <u>and</u> (C) Is sitting on a sidewalk where (s)he has resided for 90 days or less <u>and</u> was residing in an emergency shelter or place not meant for human habitation immediately before entering that institution.
	Category 2	Imminent Risk of Homelessness	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> (A) Residence will be lost within 14 days of the date of application for homeless assistance; (B) No subsequent residence has been identified; <u>and</u> (C) The individual or family lacks the resources or support networks needed to obtain other permanent housing.
	Category 3	Homeless under other Federal statutes	<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> <ul style="list-style-type: none"> (A) Are defined as homeless under the other listed federal statutes; (B) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 90 days prior to the homeless assistance application; (C) Have experienced past-year instability as measured by two moves or more during the preceding 90 days; <u>and</u> (D) Can be expected to continue in such status for an extended period of time due to special needs or barriers.
	Category 4	Fleeing/Attempting to Flee	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> (A) Is fleeing, or is attempting to flee, domestic violence; (B) Has no other residence; <u>and</u> (C) Lacks the resources or support networks to obtain other permanent housing.



At Risk of Homelessness

CRITERIA FOR DEFINING AT RISK OF HOMELESSNESS	Category 1	Individuals and Families	<p>An individual or family who:</p> <ul style="list-style-type: none"> (i) Has an annual income below <u>30%</u> of median family income for the area; <u>AND</u> (ii) Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the "homeless" definition; <u>AND</u> (iii) Meets one of the following conditions: <ul style="list-style-type: none"> (A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; <u>OR</u> (B) Is living in the home of another because of economic hardship; <u>OR</u> (C) Has been notified that their right to occupy their current housing or living situation will be terminated within 30 days after the date of application for assistance; <u>OR</u> (D) Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; <u>OR</u> (E) Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; <u>OR</u> (F) Is exiting a publicly funded institution or system of care; <u>OR</u> (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved Con Plan
	Category 2	Unaccompanied Children and Youth	A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under another Federal statute
	Category 3	Families with Children and Youth	An unaccompanied youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act, and the parent(s) or guardian(s) of that child or youth is living with him or her



Homeless Definition

RECORDKEEPING REQUIREMENTS	Category 1	Literally Homeless	<ul style="list-style-type: none"> Written observation by the outreach worker, <u>§§</u> Written referral by another housing or service provider, <u>§§</u> Certification by the individual or head of household seeking assistance stating that they were being on the streets or in shelter, <u>§§</u> For individuals exiting an institution – one of the forms of evidence above <u>§§§</u> <ul style="list-style-type: none"> Discharge paperwork or written/oral referral, <u>§§</u> Written record of local worker's due diligence to obtain above evidence and certification by individual that they exited institution
	Category 2	Imminent Risk of Homelessness	<ul style="list-style-type: none"> A court order resulting from an eviction action notifying the individual or family that they must leave, <u>§§</u> For individual and families having a hotel or motel – evidence that they lack the financial resources to pay, <u>§§</u> A documented oral verified oral statement, <u>§§§</u> Certification that no subsequent residence has been identified, <u>§§§</u> Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing
	Category 3	Homeless under other Federal statute	<ul style="list-style-type: none"> Certification by the nonprofit or state or local government that the individual or head of household seeking assistance meet the criteria of homelessness under another federal statute, <u>§§§</u> Certification of no FHI in last 60 days, <u>§§§</u> Certification by the individual or head of household, and any available supporting documentation, that they have moved two or more times in the past 60 days, <u>§§§</u> Documentation of special needs <u>§§ 2 or more barriers</u>
	Category 4	Fleeing/Attempting to Flee DV	<ul style="list-style-type: none"> For victim service providers: <ul style="list-style-type: none"> An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence, and they lack resources. Statement must be documented by a self-certification or a certification by the victim worker For non-victim service providers: <ul style="list-style-type: none"> Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the community worker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified, <u>§§§</u> Certification by the individual or head of household that no subsequent residence has been identified, <u>§§§</u> Self-certification, or other written documentation, that the individual or family lack the financial resources and support necessary to obtain other permanent housing

ESG Minimum Habitability Standards Checklist

About this Tool

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

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

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

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

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

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

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

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

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

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

- ☐ Property meets all of the above standards.
☐ Property does not meet all of the above standards

COMMENTS:

ESG Recipient Name: _____

ESG Subrecipient Name (if applicable): _____

Emergency Shelter Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Evaluator Signature: _____ Date of review: _____

Evaluator Name: _____

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

Approving Official Name (if applicable): _____

Exhibit C

MONTHLY REQUEST FOR REIMBURSEMENT

Provider: City of Key West	Emergency Solutions Grant Contract # KP219
Address: PO Box 1409 Key West, FL 33041	
FEID: 59-6000346	
Reporting Period: _____	

EMERGENCY SOLUTIONS GRANT**BUDGET - KPZ19**

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

BUDGET NARRATIVE KP219

July 1, 2014

1. Essential Services

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

Total: \$30,200.00**2. Shelter Operations**

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

Total: \$20,073.00

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

Total: \$ 2,000.00**3. Administrative Costs**

The allowable 4.5% will be used to support City of Key West administrative staff working on the project.

Total: \$ 2,169.00**Total: \$54,442.00**

2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

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

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

PART II: STATE REQUIREMENTS

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

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

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

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

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

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

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

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

- C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section 320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ide/index.html>

and other Federal agencies and pass-through entities in accordance with Sections 320(e) and (f), OMB Circular A-133, as revised.

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

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

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

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

PART IV: RECORD RETENTION

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

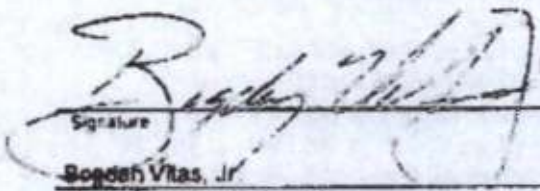
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENTS

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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



Signature
Gordon Vitas, Jr.

Name of Authorized Individual

05/08/2014

Date

KPZ10

Application or Contract Number

City of Key West

Name of Organization

3132 Flagler Ave, Key West, FL 33040

Address of Organization

ATTACHMENT IV

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

Section 1. Definitions

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). The Business Associate may de-identify any and all PHI and/or ePHI received pursuant to the 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.

Exhibit D

Client ☒ Non-Client ☐

Contract No. KPZ40

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.

a. 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:	c. The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:
Name: <u>City of Key West</u>	Name: <u>Simone Knight</u>
Address: <u>PO Box 1409</u>	Address: <u>401 NW 2nd Avenue, Suite N-1007</u>
City: <u>Key West</u> State: <u>FL</u> Zip Code: <u>33041</u>	City: <u>Miami</u> State: <u>FL</u> Zip Code: <u>33128</u>
Phone: <u>305-809-3700</u>	Phone: <u>786-257-5055</u>
Ext:	Ext:
E-mail:	E-mail: <u>simone.knight@myflfamilies.com</u>
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:	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: <u>Carolyn Sheldon</u>	Name: <u>Carolyn Sheldon</u>
Address: <u>City of Key West</u>	Address: <u>City of Key West</u>
PO Box <u>1409</u>	PO Box <u>1409</u>
City: <u>Key West</u> State: <u>FL</u> Zip Code: <u>33041</u>	City: <u>Key West</u> State: <u>FL</u> Zip Code: <u>33041</u>
Phone: <u>305-809-3700</u>	Phone: <u>305-809-3700</u>
Ext:	Ext:
E-mail: <u>csheldon@cityofkeywest-fl.gov</u>	E-mail: <u>csheldon@cityofkeywest-fl.gov</u>

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. 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

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 5th 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.

PART 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 detention.

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 Wesley 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 assigned 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 intake 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 Greyhound® 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.

TRESPASS	
ACTIONS SUBJECT TO TRESPASS	DURATION OF TRESPASS
Alcohol, possession	First offense – 2 wks Subsequent offenses – 1 month
Alcohol, lack of sobriety (sobriety test at 0.16 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. Elomina) 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. Bimbaum 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.

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

Form Approved
OMB No. 0960-0066

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	FAX 305-292-6387
_____	_____
_____	_____

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

☐ Records 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: _____

* Date: _____ Relationship: _____

Form SSA-3288 (5-2007) SF (5-2007)

Social Security Verification

1052964981 P.002



Key West Social Security Office

Please provide the following information to receive a
Social Security Number Verification:

PRINT ALL FIELDS

Social Security Number: _____

 Full Name: _____
 First Middle Last

Date of Birth: _____

 Place of Birth: _____
 City State Country

 Mother's Name at HER birth: _____
 First Maiden

 Father's Name: _____
 First Last

Please read and sign the following Privacy Penalty Statement:

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

Signature: _____ Date: _____

Please bring your new photo ID to the Social Security Office to request a new card.
Thank you for your cooperation.

KW DMV Fax 305-293-6337

TOTAL P.002

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

Contract No. KPZ40
City of Key West

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-travelling 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 managers 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. 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. 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 from 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

Category 1	<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); <u>or</u></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>
Category 2	<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; <u>and</u></p> <p>(III) The individual or family lacks the resources or support networks needed to obtain other permanent housing.</p>
Category 3	<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; <u>and</u></p> <p>(IV) Can be expected to continue in such status for an extended period of time due to special needs or barriers</p>
Category 4	<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; <u>and</u></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:

Report Title	Reporting Frequency	Report Due Date	Number of Copies	DCF Office to receive report(s)
Monthly Report of Disbursement-Invoice (Exhibit F1)	Monthly	15 th of each month following service, or next business day if Saturday, Sunday or holiday	1	Contract Manager
Monthly Performance and Match Report (Exhibit F2)	Monthly with invoice	15 th 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 th 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 th 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 2nd 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 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 the state of Florida, rendered in a reddish-brown hue. The map is filled with various scenic images, including palm trees, a lighthouse, a beach, and a city skyline, creating a collage effect.

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.

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**

Provider: City of Key West Address: PO Box 1409 Key West, FL 33041-1409 FEID: F596000346 Telephone: 305-809-3700 Reporting Period: ____ through ____	ESG Contract # KPZ40 Invoice Number: ____ Department of Children and Family Count(ies) served: MONROE Grant Year: FY2015-2016 OCA: ESS16
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	Line Items	Approved Budget	Amount this Invoice	Total Expenditures to Date	Budget Remaining
	EMERGENCY SHELTER-Shelter Operations				
	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			
	SUB-TOTAL	\$14,569.87			
	Less Any Financial Consequences		\$	\$	\$
	TOTAL		\$	\$	\$

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

Signature of Provider Agency Official	Date	Title of Provider Agency Official
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**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)
	SUBTOTAL CASH \$	SUBTOTAL IN KIND \$
	MONTHLY COMBINED TOTAL	\$ _____

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.

Signature of Provider/Agency Official	Title	Phone Number	Date
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**EXHIBIT F3
BUDGET AND BUDGET NARRATIVE**

Eligible Activity		Grant Budget	Match Budget	Match Source
1.	Shelter Operations (list activities)			
	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
	TOTAL BUDGET	\$ 14,569.87	\$ 14,569.87	

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@myffamilies.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.



State of Florida
Department of Children and Families

Rick Scott
Governor

Mike Carroll
Secretary

Bronwyn Stanford
Regional Managing Director

MEMORANDUM OF NEGOTIATION City of Key West-KOTS KPZ40

I. Introduction

A. Participants

Circuit Staff

Simone Knight, Contract Manager

Provider Staff

Carolyn Sheldon, Senior Grants Admin.
John Miller, Executive Director- (KOTS)

B. Meeting Date: December 16, 2015

C. Meeting Location: Via Telephone

II. PROCUREMENT HISTORY

The Emergency Solutions Grant (ESG) Program is a federally funded program awarded to the State of Florida through the Department. This is a six (6) month contract through which Emergency Shelter services shall be provided in **Monroe County** in accordance with the Provider's response to the Department's Emergency Solutions Grant solicitation LPZ16 and 24 C.F.R. § 576. Funding from the 2010 ESG was awarded in the amount of **\$14,569.87**.

III. NARRATIVE SUMMARY

The purpose of the Emergency Shelter Grant is to assist with the costs of operating emergency shelter facilities. The 2010 ESG Funds may be used for eligible costs under Shelter Operations only. A minimum of **100** homeless individuals will be served during each month of service under this contract. Failure to comply with the following provisions will result in additional financial consequences not to exceed 2% of the amount that would otherwise be due to the Provider for the period of non-compliance and deduction of said amount from the invoice.

PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES

For the acceptance of deliverables, the Grantee shall serve a minimum number of 100 individuals per month:

The minimum performance measures are as follows:

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).
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).

Circuits 11 and 16
401 NW 2nd Avenue, Suite N-1007, Miami, Florida 33128

METHOD OF PAYMENT

KPZ40 is a cost reimbursement Grant Agreement with 100% match required. The Department will pay the Grantee for the delivery of service units provided in accordance with the terms of this Grant Agreement, up to \$14, 569.87, subject to the availability of funds. Costs associated with Shelter Operations 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

The Grantee shall request payment on a monthly basis through a submission of a properly completed invoice, no later than fifteen (15) days following the end of the month for which payment is being requested. Payment shall be contingent upon receiving and accepting the invoice, a monthly performance and match report, and any other reports to be submitted to the Grant Manager per the Grant Agreement.

The final invoice for payment shall be submitted to the Department no more than forty-five (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.

FINANCIAL CONSEQUENCES

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.

Should the Grantee fail to meet the criteria for acceptance of deliverables specified in the Grant Agreement, 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.

IV. CONCLUSION

This Grant Agreement KPZ40 with the City of Key West funds \$14, 569.87 of eligible costs for Shelter Operations only.

The anticipated effective date of this contract shall be January 8, 2016 and shall end on June 30, 2016.

Signatures:

Cathy Q. Sheldon
Signature by provider's representative

Title: Senior Grants Administrator
Date: 1/11/16

Signature by DCF lead negotiator

Title: _____
Date: _____



Florida Department of Children and Families

Employment Screening Affidavit

CONTRACT NO.: KPZ40 DATED _____

THE UNDERSIGNED VENDOR HEREBY ATTESTS IT IS IN COMPLIANCE WITH THE EMPLOYMENT SCREENING CLAUSE CONTAINED IN SECTION A1-15 OF THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD INTEGRATED CONTRACT. ALL REQUIRED STAFF HAVE BEEN SCREENED OR THE VENDOR IS AWAITING THE RESULTS OF SCREENING.

VENDOR NAME: City of Key West
(Print Name)

BY: JK Scholl DATE: 14 JAN 2016
SIGNATURE OF AUTHORIZED REPRESENTATIVE

REPRESENTATIVE'S NAME/TITLE: James K. Scholl, City Manager
(Print Name/Title)

STATE OF FLORIDA
COUNTY OF MONROE

Sworn to (or affirmed) and subscribed before me this 14 day Jan of 2016, by

J. K. Scholl



Portia Y. Navarro
Signature of Notary

[Check One] ☒ Personally Known ☐ Produced the following I.D. _____

VENDOR NAME	<u>City of Key West</u>	FEIN#	<u>59-6000346</u>
VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE			
<u>James K. Scholl, City Manager</u>			
ADDRESS: <u>3132 Flagler Avenue</u>			
CITY, STATE, ZIP: <u>Key West, FL 33040</u>			
PHONE NUMBER: <u>(305) 809-3885</u>			
EMAIL ADDRESS: <u>jscholl@cityofkeywest-fl.gov</u>			

CORPORATE SEAL (IF APPLICABLE)

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

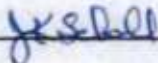
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.



Signature

14 JAN 2016

Date

James K. Scholl

Name (type or print)

City Manager

Title

CF 1125

Effective July 2015

(CF-1125-1516)

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: City of Key West (KOTS)

Vendor FEIN: 59-6000346

Vendor's Authorized Representative Name and Title: James K. Scholl, City Manager

Address: 3132 Flagler Avenue

City: Key West State: FL Zip: 33040

Phone Number: (305) 809-3885

Email Address: jscholl@cityofkeywest-fl.gov

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: James K. Scholl City Manager,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 



Florida Department of Children and Families

Preferred Pricing Affidavit

CONTRACT NO.: KPZ40 DATED _____

PURSUANT TO SECTION 216.0113, FLORIDA STATUTES, THE UNDERSIGNED VENDOR HEREBY ATTESTS IT IS IN COMPLIANCE WITH THE PREFERRED PRICING CLAUSE CONTAINED IN SECTION 7.6 OF THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD INTEGRATED CONTRACT.

VENDOR NAME: City of Key West
(Print Name)

BY: [Signature] DATE: 14 JAN 2016
SIGNATURE OF AUTHORIZED REPRESENTATIVE

REPRESENTATIVE'S NAME/TITLE: James K. Scholl, City Manager
(Print Name/Title)

STATE OF FLORIDA
COUNTY OF MONROE

Sworn to (or affirmed) and subscribed before me this 14th day of Jan of 2016, by

J. K. Scholl



[Signature]
Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] ☒ Personally Known OR ☐ Produced the following I.D. _____

VENDOR NAME	<u>City of Key West</u>	FEIN#	<u>59-6000346</u>
VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE			
<u>James K. Scholl, City Manager</u>			
ADDRESS: <u>3132 Flagler Avenue</u>			
CITY, STATE, ZIP: <u>Key West, FL 33040</u>			
PHONE NUMBER: <u>(305) 809-3885</u>			
EMAIL ADDRESS: <u>jscholl@cityofkeywest-fl.gov</u>			

CORPORATE SEAL (IF APPLICABLE)



Certification of Executive Compensation Reporting Requirements

The Federal Funding Accountability and Transparency Act (FFATA) requires that certain information pertaining to federal awards (federal financial assistance and expenditures) be made available to the public. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, direct orders, task orders, and delivery orders. Organizations meeting the Reporting Criteria listed below must disclose the total compensation of their five most highly paid executives.

Reporting Criteria: During the preceding fiscal year the organization identified below received more than \$25 million in total federal funding, AND the federal funds received during that fiscal year accounted for more than 80% of the Provider's annual gross revenue.

I, James K. Scholl, as an authorized representative of

The City of Key West, certify that my organization:

[check which statement applies]

☐ is required to report Executive Compensation in compliance with FFATA.

☒ is not required to report Executive Compensation in compliance with FFATA.

Exemption:

The organization is exempt from reporting executive compensation information if [check if applicable]:

☒ The public already has access to this information about the compensation of the executives of this organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

The undersigned certifies the foregoing information is accurate and complete to the best of his or her knowledge and belief.

Signature

Date

James K. Scholl

Name of Authorized Individual (print)

City Manager

Position Title of Authorized Individual

Provider's DUNS Number: 0798648980000

Contract Number: KPZ40

Even if you are not subject to executive compensation reporting, you must also complete the top part of page 2 of this form. To report the executive compensation information required by FFATA, complete the bottom part and sign page 2 of this form.

According to federal law FFATA information must be reported to the Department of Children and Families not later than the end of the month following the month during which an award in excess of \$25,000 of federal funds was made to your organization, or during which a lesser amount was awarded but the cumulative value of funds made pursuant to this and previous awards exceeds \$25,000.



Certification of Executive Compensation Reporting Requirements

Provider Name: City of Key West

Provider Address: P.O. Box 1409

Key West, Florida

33041-1409

Zip plus four is required

Contract No.: KPZ40 Total Amount: \$14,569.87

Total Amount of Federal Funds in contract: \$14,569.87

Contract Beginning Date: _____ Ending Date: 06/30/2016

CFDA Number: 14.231 Provider's DUNS Number: 0798648980000

City, State and Zip plus four of
Principal Place of Performance: 33041-1409

Provider's Top 5 Most Highly Compensated Executives & Compensation Information

Full Name	Position Title	Total Annual Compensation Amount

"Total compensation" means the cash and noncash dollar value earned by the executive during the entity's preceding completed fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (i). Salary and bonus.
- (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv). Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v). Above-market earnings on deferred compensation which is not tax-qualified.
- (vi). Other compensation, if the aggregate value of all such other compensation for the executive exceeds \$10,000. Examples of other compensation are severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

The undersigned certifies, to the best of his or her knowledge and belief, that the information provided above to satisfy the Executive Compensation Reporting Requirement is complete and accurate.

Signature

Date

James K. Scholl
Name of Authorized Individual (print)

City Manager
Position Title of Authorized Individual

CERTIFICATION REGARDING LOBBYING

Attachment _____

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signature: JKS Scholl

Date: 14 JAN 2016

Application or Contract ID Number: KPZ40

Name of Authorized Individual Application or Contractor: James K. Scholl

Address of Organization: 3132 Flagler Avenue, Key West, FL 33040

CF 1123

Effective July 2015

(CF-1123-1516)



DCF OFFICE OF CIVIL RIGHTS COMPLIANCE CHECKLIST

[To see "INSTRUCTIONS," click paragraph symbol ¶ on standard toolbar at top of your computer screen.]

Provider Name City of Key West		County Monroe	Region/Circuit Key West
Corporate Mailing Address 3132 Flagler Avenue			
City, State, Zip Code Key West, FL 33040		Main Telephone Number (305) 809-3888	
DCF Contract(s) Number(s) KPZ40	Total Contract(s) amount \$ \$14,569.87	Total amount of federal funding \$	Total amount of state funding \$ \$14,569.87
Are any of the contract numbers listed above a multi-year contract? If yes, state which one(s) and contract period.			
Completed By (name and title) James K. Scholl, City Manager		Telephone Number (305) 809-3885	Date Completed 1/12/2016

PART I.

1. Describe the geographic area served and the type of service(s) provided: **Key West, FL; temporary shelter**

2. Population of Area Served. List source of data: **U.S. Census Bureau, 2010 Census**

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male
24,649	66%	8%	21%	5%	45%	55%

3. Staff Currently Employed. Effective date: **1/14/2016**

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
495	61%	16%	21%	2%	25%	75%	0%

4. Number of Clients Participating or Served. Effective date: **12/31/15**

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
565	81%	8%	10%	1%	11%	89%	9%

5. Advisory or Governing Board, if applicable.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
7	57%	14%	29%	0%	14%	86%	0%

PART II. (Use a separate sheet of paper for any explanations requiring more space.)

6. Compare staff composition (#3) to population of area served (#2). Is staff representative of the population served? If NO or NA, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
7. Compare client composition (#4) to population of area served (#2). Are race/sex composition representative of populations served? If NO or NA, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
8. Do you inform employees, applicants, and clients of their protection against discrimination in employment practices and in the delivery of services? If YES, how (verbal, written, poster)? If NO or NA, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
9. Do recruitment and notification materials advise applicants, employees and clients of your non-discrimination policy? If NO, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
10. Do you have a grievance/complaint policy or procedure receive, investigate and resolve complaints regarding employment decisions and provision of services to clients? If NO, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
11. Does your grievance/complaint policy or procedure notify your employees and clients of their right to file a complaint with the appropriate external agency and provide contact information for these agencies (DOJ, HHS, EEOC, DCF)? If NO, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

12. If applicable, does your grievance/complaint policy incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of Section 504 of the Rehabilitation Act of 1973 (disability in employment practices and the delivery of services)? <i>[Applicable to providers with 50 or more employees and \$25,000 or more in DOJ funding.]</i> If NO, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
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PART III. (Use a separate sheet of paper for any explanations requiring more space.)

13. Provide the number and status of any service delivery and employment discrimination complaints filed against your organization within the last 12 months.	
14. Have you submitted any findings of discrimination issued by a court or administrative agency to both the DCF Office of Civil Rights and appropriate external agency (DOJ, USDA). If NO, please explain.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
15. Are program eligibility requirements applied to applicants and clients without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
16. Are benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
17. Are room assignments for in-patient services made without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain. Do not provide in-patient services	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA
18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
19. Are the programs/facilities/services accessible to mobility, deaf or hard of hearing, and sight impaired individuals? If NO or NA, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
20. Are Limited-English Proficient (LEP) applicants and recipients provided equal access to benefits and services, including free interpreter services? If NO or NA, please explain. List below what steps are taken to ensure meaningful access to persons with LEP (written policy, outreach, etc.).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
21. Have you conducted a self-evaluation to identify barriers to serving individuals with disabilities or LEP? If NO or NA, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
22. Provide the name and contact information for the individual designated as your organization's Section 504, ADA, and/or Title VI Coordinator for compliance activities.	Carolyn Sheldon
23. Are you providing Civil Rights training (employment and service delivery) for staff? If YES, how often? If NO or NA, please explain. List all the civil rights training provided to staff within the last 12 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
24. If you conduct religious activities as part of your program or services, do you: a. Provide services to everyone regardless of religion or religious belief? b. Keep religious activity such as prayer and religious instruction separate from federally funded activities? c. Are religious activities voluntary? If NO or NA to any of the questions above, please explain. No religious activities are conducted	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA

<p>25. If you are a sub-recipient of DOJ funding and operate an educational program or activity, have you taken the following actions:</p> <p>a. Adopted grievance procedures that provide for prompt and equitable resolution of complaints that allege sex discrimination in violation of Title IX of the Education Amendments of 1972?</p> <p>b. Designated a person to coordinate compliance with Title IX?</p> <p>c. Notified applicants, employees, students, parents, and clients that you do not discriminate on the basis of sex in your educational programs or activities?</p> <p>If applicable and you answered NO to any of the questions above, please explain.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p>
<p>26. If applicable, do you have an Equal Employment Opportunity Plan (EEOP)? If you are a sub-recipient of DOJ funding, have you filed the appropriate EEOP certification with Office of Civil Rights, Office of Justice Programs? If YES, provide a copy of the EEOP and/or certification.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA</p>

PART IV.

DEPARTMENT OF CHILDREN AND FAMILIES USE ONLY			
Date Received by DCF Contract Manager		Date Reviewed by Contract Manager	
Contract Manager Name/Signature		Telephone Number	
Is the contract information (contract number, amount of contract, etc.) correct?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Did contracted services provider answer/complete all three sections? If YES, submit to Civil Rights Officer (CRO). If NO, return to provider for completion.		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Date Submitted to Civil Rights Officer (CRO)	Date Received by CRO	Date Reviewed by CRO	In Compliance? <input type="checkbox"/> YES <input type="checkbox"/> NO
Comments			
Type of Compliance Review: <input type="checkbox"/> On-Site Limited Review <input type="checkbox"/> On-Site Full Review <input type="checkbox"/> Desk Limited Review			
Date of Compliance/No-Compliance Notice		Response Due Date	Response Received Date
Compliant? <input type="checkbox"/> YES <input type="checkbox"/> NO		Civil Rights Officer Name/Signature	