

**MARION COUNTY SUB-GRANT AGREEMENT WITH THE CITY OF OCALA TO ADMINISTER  
CHALLENGE GRANT**

THIS SUB-GRANT AGREEMENT ("Agreement"), made and entered into by and between Marion County, a political subdivision of the State of Florida, ("COUNTY") and the City of Ocala, a Florida municipal corporation, 110 SE Watula Ave., Ocala, FL 34471, FEIN: 59-6000392, ("SUBCONTRACTOR").

**RECITALS:**

**WHEREAS:**

- A. The State of Florida, Department of Children and Families ("DCF") has contracted with COUNTY to oversee the disbursement of the Challenge Grant to further the mission of the continuum of care ("CoC") to prevent and end homelessness; and
- B. COUNTY desires other agencies involved with the development and implementation of the CoC's mission to aid in the provision of services to households experiencing homelessness or at-risk of homelessness; and
- C. SUBCONTRACTOR is the designated HMIS Lead for the FL-514 Marion County CoC and has expressed a desire to aid in the development and implementation to carry out activities designed to prevent and end homelessness in Marion county; and
- D. The Marion County Community Services Department ("Department") administers DCF funding on behalf of the CoC; and
- E. SUBCONTRACTOR has qualified to receive such funds for the Project more fully set forth herein ("Project");

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by COUNTY and SUBCONTRACTOR (singular "Party," collectively "Parties"), the Parties hereto do covenant and agree as follows:

1. **RECITALS.** COUNTY AND SUBCONTRACTOR hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES GRANT AGREEMENT PPZ61.** The Florida Department of Children and Families grant No. PPZ61, ("DCF Agreement") attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. All terms and conditions of the DCF Agreement shall apply to SUBCONTRACTOR except where specifically amended as set forth in Paragraph 3 below. However, to the extent that any terms and conditions set forth in the DCF Agreement conflict

with any of the amended or supplemental terms and conditions set forth in this Agreement, then the amended and supplemental terms and conditions set forth in this Agreement shall be given precedence.

### **3. AMENDED TERMS AND CONDITIONS.**

- 3.1 The terms of the DCF Agreement attached as **Exhibit A** shall either apply, apply as amended or not apply as set forth in the table attached as **Exhibit B**.
- 3.2 References to "Provider" in Exhibit A shall mean SUBCONTRACTOR for purposes of this Agreement.

### **4. DEFINED TERMS**

- 4.1 **Catchment Area.** The geography designated by COUNTY as the area in which all activities related to the development and implementation of this Agreement's services must be performed. For purposes of this Agreement, services must occur within Marion County.
- 4.2 **Client.** Client means an individual or family who is served in a Project under this Agreement.
- 4.3 **Coordinated Entry System.** A coordinated process designed to coordinate program participant intake assessment and provision of referrals as defined in 24 CFR Part 578.3. A coordinated entry system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.
- 4.4 **Continuum of Care (CoC).** A Continuum of Care is established by representatives of relevant organizations within a geographic area to carry out the responsibilities set forth in the CoC Program interim rule located at 24 CFR Part 578. FL-514 is the code assigned by HUD to refer to the established Ocala/Marion County Continuum of Care. Relevant organizations include nonprofit homeless assistance providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, and organizations that serve veterans and homeless and formerly homeless individuals.
- 4.5 **Document.** Any client records, financial records, reports, forms, confirmations, invoices, receipts, agreements, budget expenditures, and bank statements, or other information required to be completed by DCF or COUNTY.
- 4.6 **Effective Date.** The date this Agreement is executed by COUNTY.
- 4.7 **Homeless Management Information System (HMIS).** HMIS is the information system compliant with HUD's data collection, management, and reporting standards and must

be designated by the CoC and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness, as defined in 24 CFR 576.2 and 24 CFR 578.3.

**4.8 Project.** A project means a group of eligible activities, such as housing and services, identified in an application to the Continuum of Care for purposes of this funding, and includes any program SUBCONTRACTOR is providing utilizing funding from this Agreement.

**4.9 Term.** The term of performance under this Agreement for the services of SUBCONTRACTOR may commence prior to execution of this Agreement but no earlier than July 1, 2020. Reimbursement payments will not be paid by COUNTY until after the Effective Date. This Agreement shall be from the Effective Date until June 30, 2022 unless extended, terminated, or renewed as specified in the Standard Terms of this Agreement.

## **5.0 SERVICES AND PERFORMANCE**

**5.1** SUBCONTRACTOR, in a manner satisfactory to COUNTY, shall carry out or cause to be carried out all services described or referred to herein and in the attached Exhibits. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of SUBCONTRACTOR.

**5.1.1** Clients assisted under this Agreement shall live within the Catchment Area.

**5.1.2** SUBCONTRACTOR shall comply with Section 420.622(4), F.S., as it pertains to the Challenge Grant.

**5.1.3** SUBCONTRACTOR shall coordinate and integrate, to the maximum extent practicable, Challenge Grant funded activities with other projects targeted to homeless people in the Catchment Area.

**5.1.4** SUBCONTRACTOR shall utilize the designated Homeless Management Information System ("HMIS") to enter required data for households served by the projects governed by this Agreement. SUBCONTRACTOR shall submit monthly HMIS reports detailing number of households served, basic demographic information, and services rendered. Data quality standards should adhere to Federal and State HMIS standards.

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

**6.1** In performing its obligations under this Agreement, COUNTY and SUBCONTRACTOR shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of DCF. Neither COUNTY, SUBCONTRACTOR, 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 DCF by virtue of this Agreement, unless specifically authorized in writing to do so. This Agreement 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 Agreement.

6.2 In performing its obligations under this Agreement, SUBCONTRACTOR shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of COUNTY. Neither SUBCONTRACTOR, 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 COUNTY by virtue of this Agreement, unless specifically authorized in writing to do so. This Agreement does not create any right in any individual to COUNTY retirement, leave benefits or any other benefits of COUNTY employees as a result of performing the duties or obligations of this Agreement.

## 7.0 COMMUNICATION.

Except where otherwise provided in this Agreement, communications between COUNTY and SUBCONTRACTOR regarding this Agreement may be any commercially reasonable means. Where this Agreement calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received. All notices shall be addressed to the respective Parties as follows:

### **COUNTY**

Lisa Rice, CoC Manager  
2710 E. Silver Springs Blvd.  
Ocala, FL 34471  
PHONE: 352-671-8771  
EMAIL: [lisa.rice@marioncountyfl.org](mailto:lisa.rice@marioncountyfl.org)

### **SUBCONTRACTOR**

City of Ocala  
Melanie Gaboardi, Director, Community Development Services  
201 SE 3rd Street, 2nd Floor  
Ocala, FL 34471  
PHONE: 352-629-8312  
EMAIL: [mgaboardi@ocalafl.org](mailto:mgaboardi@ocalafl.org)

## 8.0 EXHIBITS AND ATTACHMENTS.

The following Exhibits and Attachments are enclosed herein and as such are part of the terms of this Agreement.

Challenge Grant  
SUBCONTRACTOR: City of Ocala

EXHIBIT A – The Florida Department of Children and Families grant No. PPZ61

EXHIBIT B – Amendment Table

EXHIBIT C – SCOPE OF WORK

EXHIBIT D – METHOD OF PAYMENT AND REPORTING

ATTACHMENT 1 – CHALLENGE GRANT INVOICE & MATCH REPORT

ATTACHMENT 2 – CHALLENGE GRANT ROLL-UP REPORT

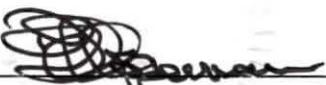
ATTACHMENT 3 – CHALLENGE GRANT MONTHLY STATUS REPORT

ATTACHMENT 4 – CHALLENGE GRANT BACKUP DOCUMENTATION REQUIREMENTS

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

ATTEST:

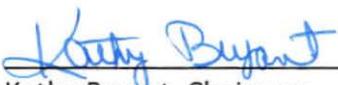
  
\_\_\_\_\_  
David R. Ellspermann, County Clerk

Date: October 20, 2020

For Use and Reliance of  
Marion County Only,  
Approved as to Form and  
Legal Sufficiency

  
\_\_\_\_\_  
Matthew Minter  
County Attorney

**MARION COUNTY, FLORIDA**, a Political  
Subdivision of the State of Florida

  
\_\_\_\_\_  
Kathy Bryant, Chairman

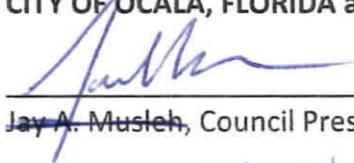
Date: October 20, 2020



ATTEST:

  
\_\_\_\_\_  
Angel Jacobs  
City Clerk

**CITY OF OCALA, FLORIDA as Subcontractor**

  
\_\_\_\_\_  
Jay A. Musleh, Council President

  
\_\_\_\_\_  
Justin Grabelle

Date: 9/22/20

Challenge Grant  
SUBCONTRACTOR: City of Ocala

Approved as to Form and Legality:

  
Patrick G. Gilligan  
City Attorney

ACCEPTED BY CITY COUNCIL  
September 1, 2020  
DATE 8d  
OFFICE OF the CITY CLERK

# Exhibit A

Contract No. PPZ61  
CFDA No(s). 14.231  
CSFA No(s). 60.021

Client Services  Non-Client   
Subrecipient  Vendor   
Federal Funds  State Funds

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and Marion County Board of County Commissioners, hereinafter referred to as the "Provider". 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".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

## 1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

### 1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of facilitating the development of the Continuum of Care (CoC) Plan and further assist the local community through planning, coordinating, and monitoring the delivery of services to persons who are homeless or about to be homeless within the CoC service delivery area. This contract is intended through the General Appropriations Act to supplement the cost of staffing expenses for Continuum of Care activities, and to administer services under the Challenge Grant, Emergency Solutions Grant, and Temporary Assistance for Needy Families Homelessness Prevention Grant, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$806,285.70.

### 1.2 Official Payee and Party Representatives

1.2.1 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:

Name: Marion County Board of County Commissioners  
Address: Attn: Community Service Dept.- 2710 E Silver Springs Blvd  
City: Ocala State: FL Zip Code: 34470-7006  
Phone: 352-671-8870 Ext: 8778 E-mail: Cheryl.Martin@marioncountyfl.org

1.2.2 The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: Cheryl Martin  
Address: Attn: Community Service Dept.- 2710 E Silver Springs Blvd  
City: Ocala State: FL Zip Code: 34470-7006  
Phone: 352-671-8870 Ext: 8778 E-mail: Cheryl.Martin@marioncountyfl.org

Per section 402.7305(1)(a), Florida Statutes (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 07/01/2020 or the last party signature date, whichever is later. The service performance period under this Contract shall commence on 07/01/2020 or the effective date of this Contract, whichever is later, and shall end at midnight.

### **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, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

#### **3.1 Prompt Payment and Vendor Ombudsman**

Per 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 elsewhere specifies otherwise. Department 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. For 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 thirty-five (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 dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

#### **3.2 Method of Payment**

The Provider shall be paid in accordance with Exhibit F.

#### **3.3 Invoices**

**3.3.1** The Provider shall submit 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.

**3.3.2** 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.

#### **3.4 Financial Consequences**

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 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 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 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

#### **3.5 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. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

#### **4.4 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:

**4.4.1** 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.

**4.4.2** 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 arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

**4.4.3** 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.

#### **4.5 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.

#### **4.6 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 Provider shall notify the Department's Contract Manager within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

#### **4.7 Intellectual Property**

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. 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.

**4.7.1** 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.

**4.7.2** 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

#### **4.14 Employment Screening**

**4.14.1** The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference 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:

- 4.14.1.1** Employment history checks;
- 4.14.1.2** Fingerprinting for all criminal record checks;
- 4.14.1.3** Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- 4.14.1.4** Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- 4.14.1.5** Security background investigation, which may include local criminal record checks through local law enforcement agencies.
- 4.14.1.6** 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.

**4.14.2** The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

**4.14.3** 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 or sub-contract provider, 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 Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

#### **4.15 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 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 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.

#### **4.16 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:

- 4.16.1** Name of each contracting State agency and the applicable office or program issuing the contract.
- 4.16.2** Name of each contracting State agency and the applicable office or program issuing the contract.
- 4.16.3** Identifying name and number of the contract.
- 4.16.4** Starting and ending date of each contract.
- 4.16.5** Amount of each contract.

**5.3.2.2** 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 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, 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.

**5.3.3** 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. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.
- In compliance with 45 CFR § 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 Information Security**

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

**5.5.1** An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

**5.5.2** The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

**5.5.3** All who request or have access, through the Provider's access, to Department information systems or any client or other confidential 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.

**5.5.4** The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

**5.5.5** 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 potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

**5.5.6** The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

#### **5.6 Public Records**

**5.6.1** 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. As required by section

## 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 This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

6.2.3 In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than 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.

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

6.2.5 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

6.2.5.1 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

6.2.5.2 Had a contract terminated by the Department for cause.

6.2.6 In the event of termination under Sections 6.2.1 or 6.2.3, 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.

6.2.7 If this Contract is for an amount of \$1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## 6.3 Dispute Resolution

6.3.1 Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

6.3.2 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.

6.3.3 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.

6.3.4 Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5 This section shall not limit the parties' rights of termination under Section 6.2.

## **7.10 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.

## **7.11 Purchases by Other Agencies**

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, 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.

## **7.12 Unauthorized Aliens**

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 of the Immigration and Nationality Act (8 U.S.C. § 1324a) 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. Employees 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.

## **7.13 Civil Rights Requirements**

These requirements shall apply to the Provider and 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.

**7.13.1** The Provider shall comply with the provisions 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.

**7.13.2** The Provider shall not 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.

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

## **7.14 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.

## **7.15 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.

"subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

## **8.2 Federal Funding Accountability and Transparency Act (FFATA)**

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

**8.2.1** The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 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 and receives more than \$25 million in total federal funding.

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

## **8.3 Federal Whistleblower Requirements**

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov>.

## **9. CLIENT SERVICES APPLICABILITY**

The terms in this section apply if the box for Client Services is checked at the beginning of this Contract.

### **9.1 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.

### **9.2 Emergency Preparedness Plan**

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

### **9.3 Support to the Deaf or Hard-of-Hearing**

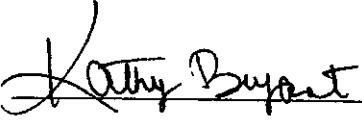
**9.3.1** The Provider and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

**9.3.2** If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5<sup>th</sup> business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The

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

IN WITNESS THEREOF, the parties hereto have caused this 70 page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Marion County Board of County FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES  
Commissioners.

Signature:		Signature:	
Print/Type		Print/Type	
Name:	Kathy Bryant,	Name:	
Title:	Chairman Marion County Board of County Commissioners	Title:	Regional Managing Director
Date:	May 19, 2020	Date:	June 5, 2020

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

Federal Tax ID # (or SSN): 59-6000735

Provider Fiscal Year Ending Date: 12/31.

The Remainder of this Page Intentionally Left Blank.

**A-1.2.10. Office on Homelessness** – The Office on Homelessness was created within the Department of Children and Families as the central point of contact within state government on homelessness, under Section 420.622. Florida Statutes.

**A-1.2.11. Pass-through Entity** – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program 2 CFR 200.74.

**A-1.2.12. Subcontractor(s)** – Local government or non-profit agencies located within the catchment area contracted with by the served by the Lead Agency to provide various types of services to the homeless population under the Lead Agency. Agencies that have received a contract or subcontract to carry-out services under a federal award that the Department of Children and Families has received under the ESG program must carry the same requirements and program compliance the Department is responsible for under its federal grant agreement.

**A-1.2.13. U.S. Department of Housing and Urban Development (HUD)** – Established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships — particularly with faith-based and community organizations — that leverage resources and improve HUD's ability to be effective on the community level.

**A-1.2.14. Victim Service Provider** – A victim service provider as defined in 24 CFR 576.2 and 24 CFR 578.3 is a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

**A-1.2.15. Written Standards** – The Provider must develop written standards and procedures for providing ESG assistance in accordance with the provisions set forth in 24 CFR Part 576.400(e). The written standards must be approved by the Office on Homelessness prior to grant execution and shall include, but are not limited to:

- A-1.2.15.1.** Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG;
- A-1.2.15.2.** Standards for targeting and providing essential services related to street outreach;
- A-1.2.15.3.** Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;
- A-1.2.15.4.** Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
- A-1.2.15.5.** Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see 24 CFR Part 576.400(b) and 24 CFR Part 576.400(c) for a list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
- A-1.2.15.6.** Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
- A-1.2.15.7.** Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
- A-1.2.15.8.** Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
- A-1.2.15.9.** Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant may receive assistance; or the maximum number of times the program participant may receive assistance.

## A-2. STATEMENT OF WORK

## EXHIBIT B – SCOPE OF WORK

### B-1. SCOPE OF SERVICE

Pursuant to Section 420.624, Florida Statutes, the Provider is the Lead Agency in the Section B-3.1 catchment area. Through the programs identified below, the Provider shall:

**B-1.1. Staffing Grant** – Work within the CoC Plan to carry out the requirements set forth in 24 CFR Part 578.

**This section is X Applicable.**

**This section is [ ] Not Applicable.**

**B-1.2. Challenge Grant** – Pursuant to Section 420.622(4), Florida Statutes, provide housing, service, and program needs included in the CoC Plan.

**This section is [X] Applicable.**

**This section is [ ] Not Applicable.**

**B-1.3. Emergency Solutions Grant (ESG)** – Pursuant to 24 CFR Part 576, provide services and payment, as applicable and allowable, for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, certain expenses related to operating emergency shelters, essential services related to emergency shelters and street outreach for the homeless, and homelessness prevention and rapid re-housing assistance.

**This section is X Applicable.**

**This section is [ ] Not Applicable.**

**B-1.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – Pursuant to Section 414.161, Florida Statutes, and 45 CFR Part 260, provide Temporary Assistance to Needy Families through homeless prevention services, including emergency financial assistance to eligible families facing the loss of their current home due to a financial or other crisis.

**This section is X ] Applicable.**

**This section is [ ] Not Applicable.**

### B-2. MAJOR CONTRACT GOALS

**B-2.1. Staffing Grant** – The applicability of this section is identified in Section B-1.1. of this Contract. The objective of the Staffing Grant is to coordinate functions of the Lead Agency in accordance with 24 CFR Part 578 and to implement the CoC plan.

**B-2.2. Challenge Grant** – The applicability of this section is identified in Section B-1.2. of this Contract. The objective of the Challenge Grant is to provide the housing, service, and program needs included in the CoC plan.

**B-2.3. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in Section B-1.3. of this Contract. The objective of the ESG is to provide emergency shelter to homeless persons; engage individuals living on the street through street outreach activities; provide homeless prevention services to enable those in danger of losing their home to remain stably housed; and to provide re-housing services to help those who are homeless become stably housed.

**B-2.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in Section B-1.4. of this Contract. The objective of the TANF Homelessness Prevention Grant is to provide emergency financial assistance to families experiencing a financial or other crisis through the payment of past due rent, mortgage, or utility bills to enable them to remain stably housed and for the provision of case management services.

### B-3. CATCHMENT AREA, LOCATION, TIMES

**B-3.1.** For the purposes of this Contract, services shall occur within the following County(ies): Marion.

**B-3.2.** The location and service times of the Provider are:

Marion County Board of County Commissioners

2710 East Silver Springs Blvd

Ocala, FL 34470-7006

Hours of Operation: 8:00 am to 5:00 pm

**B-3.3.** The Provider shall maintain a list of the subcontractor(s) including contact information and hours of operation and shall provide a listing to the Department upon execution of this Contract and at any additional point upon request. Changes in

### EXHIBIT C – TASK LIST

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

#### C-1. SERVICE TASKS

- C-1.1. The applicability of this section is identified in Section B-1.1. of this Contract. To achieve the Major Contract Goals for the **Staffing Grant** set forth in Section B-2.1, the Provider shall perform the tasks specified in Exhibit C1.
- C-1.2. The applicability of this section is identified in Section B-1.2. of this Contract. To achieve the Major Contract Goals for the **Challenge Grant** set forth in Section B-2.2, the Provider shall perform the tasks specified in Exhibit C2.
- C-1.3. The applicability of this section is identified in Section B-1.3. of this Contract. To achieve the Major Contract Goals for the **Emergency Solutions Grant (ESG)** set forth in Section B-2.3, the Provider shall perform applicable tasks specified in Exhibit C3.
- C-1.4. The applicability of this section is identified in Section B-1.4. of this Contract. To achieve the Major Contract Goals for the **Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** set forth in Section B-2.4, the Provider shall perform the tasks specified in Exhibit C4.

#### C-2. ADMINISTRATIVE TASKS

##### C-2.1. Staffing Requirements

- C-2.1.1. The Provider shall recruit, select, train, and employ a qualified individual to serve as the administrator of this Contract. The administrator will carry out and/or coordinate the roles, functions, and responsibilities set forth in this Contract, including but not limited to grant monitoring, administrative functions, financial compliance, and reporting activities as specified or required.
- C-2.1.2. The Provider shall ensure adequate and sufficient staff, paid or volunteer, to satisfactorily meet all contract requirements, including background screening requirements in accordance with Section 4.14, Part 1 of this Contract.
- C-2.1.3. The Provider shall notify the Contract Manager in writing within five (5) business days of the vacancy of the administrator position and shall notify the Contract Manager when a qualified replacement has been hired.

##### C-2.2. Professional Qualifications – Minimum professional qualifications shall be determined by the Provider and is subject to request for documentation of professional qualifications by the Department, including the Contract Manager.

##### C-2.3. Subcontracting

- C-2.3.1. The Provider shall not subcontract functions required to be carried out under the Staffing Grant.

##### C-2.3.2. Subcontracting Provision

- C-2.3.2.1. The Provider may subcontract functions under the Challenge Grant, the Emergency Solutions Grant, and the Temporary Assistance for Needy Families Homelessness Prevention Grant as applicable in Sections B-1.2., B-1.3., and B-1.4. of this Contract.
- C-2.3.2.2. The Provider must establish a process for subcontracting grant funds under this Contract.
- C-2.3.2.3. Any subcontractor must have the capacity to carry-out functions under this Contract including but not limited to adequate staff to provide services, and program oversight and must be a registered non-profit.
- C-2.3.2.4. The Provider shall supply subcontract agreements and/or any applicable amendments to the Department upon request.

##### C-2.3.3. Subcontracting Monitoring

- C-2.3.3.1. The Provider shall monitor all subcontractor(s) receiving funding through and providing services subject to the terms specified in this Contract. The Provider shall develop a written monitoring schedule and plan. The monitoring schedule and plan shall be submitted to the Contract Manager within 30 calendar days of the beginning of each fiscal year. At a minimum, the schedule and plan shall include:
  - C-2.3.3.1.1. The dates of the scheduled onsite visits at the subcontractor location where services are conducted;
  - C-2.3.3.1.2. Staff interviews and personnel file checks to determine knowledge, skills, and abilities to perform grant services, and compliance with background screening requirements;

- C-2.3.4.3.5.1.** Providing subrecipients with training and technical assistance on program-related matters; and
- C-2.3.4.3.5.2.** Performing on-site reviews of the subcontractor's program operations;
- C-2.3.4.3.5.3.** Arranging for agreed-upon-procedures engagements as described in 2 CFR Part 200.425 (audit services).
- C-2.3.4.3.6.** 2 CFR Part 200.331(f) – Verify that every subcontractor is audited as required by subpart F (audit requirements) of this part when it is expected that the subcontractor's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR Part 200.501 (audit requirements).

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

The Provider shall maintain all supporting documentation for invoice expenditures incurred during the Contract period for the delivery of services as described in Section D-1. This supporting documentation shall be provided to the Department upon request. Where permitted under applicable law, access by the public shall be permitted without delay. Examples of supporting documentation are identified in the Reference Guide for State Expenditures.

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

- C-2.5.1. Programmatic Reports** – The Provider shall submit reports according to the schedule in Exhibit C5. Monthly Status Reports can be found for applicable funding streams in Attachments D1–D4. Specific documentation required in programmatic reports for the acceptance of deliverables can be found in Attachments E1–E4.
- C-2.5.2. Payment Support Reports** – Section F-4 provides specific information that is required to accompany invoices.

### **C-3. STANDARD CONTRACT REQUIREMENTS**

There are no additional requirements.

### **C-4. EXHIBITS**

**Exhibit C1** – Staffing Grant Service Tasks

**Exhibit C2** – Challenge Grant Service Tasks

**Exhibit C3** – Emergency Solutions Grant Service Tasks

**Exhibit C4** – Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant Service Tasks

**Exhibit C5** – Unified Homelessness Contract Reporting Schedule

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**EXHIBIT C2 – CHALLENGE GRANT SERVICE TASKS**

**C2-1. SERVICE TASKS**

The applicability of this section is identified in Section B-1.2. of this Contract. The objective of the Challenge Grant is to enable local communities to fund housing, program, and/or service needs included in the CoC plan.

- C2-1.1.** Under the Challenge Grant, the Provider and its subcontractors must serve clients in a manner consistent with the client eligibility definitions in Section B-4.
- C2-1.2.** All activities under the Challenge Grant will be consistent with the CoC plan. The plan is incorporated in the original solicitation and submitted annually as part of this Contract.
- C2-1.3.** Any activities provided by the Provider or a subcontractor will be performed in a manner consistent with the CoC plan, the grant application, and/or with written approval from the Department (Contract Manager and/or the Office on Homelessness). In accordance with Section 420.622(4), Florida Statutes, all activities must support the housing, program, or service needs included in the CoC plan.
- C2-1.4.** Changes in services are allowable with written approval of the Department (Contract Manager and/or the Office on Homelessness) and do not require an amendment to this Contract unless it is not clear that the services are consistent with the CoC plan incorporated by reference to this Contract.

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programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act; Paying staff travel costs to conduct intake; and Paying participation fees charged by the HMIS Lead, if the Provider or subcontractor is not the HMIS Lead. The HMIS Lead is the entity designated by the CoC to operate the area's HMIS.

If the Lead Agency is also the HMIS Lead Agency, as designated by the CoC in the most recent fiscal year CoC Homeless Assistance Grants Competition, it may also use ESG funds to pay the costs of: Hosting and maintaining HMIS software or data; Backing up, recovering, or repairing HMIS software or data; Upgrading, customizing, and enhancing the HMIS; Integrating and warehousing data, including development of a data warehouse for use in aggregating data from subcontractor(s) using multiple software systems; Administering the system; Reporting to providers, the CoC, and HUD; and Conducting training on using the system or a comparable database, including traveling to the training.

If a subcontractor is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time (*i.e.*, longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

**C3-1.6. Administrative Activities (24 CFR Part 576.108)** – The Lead Agency or subcontractor(s) may use up to a combined 5 percent (5%) of its ESG grant award for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 576.101 through 24 CFR 576.107, because those costs are eligible as part of those activities. Eligible administrative costs include:

**C3-1.6.1. General management, oversight and coordination.** Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:

**C3-1.6.1.1.** Salaries, wages, and related costs of the Provider's staff, the staff of subcontractors, or other staff engaged in program administration. In charging costs to this category, the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose *primary* responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. Only one of these methods may be used to calculate administrative costs.

Program administration assignments include the following: Preparing program budgets and schedules, and amendments to those budgets and schedules; Developing systems for assuring compliance with program requirements; Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities; Preparing reports and other documents directly related to the program for submission to the Department; Coordinating the resolution of audit and monitoring findings; Evaluating program results against stated objectives; and Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i)(A) through (G) of this section.

**C3-1.6.1.2.** Travel costs incurred for monitoring of subrecipients; Monitoring program activities for progress and compliance with program requirements;

**C3-1.6.1.3.** Administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; and

**C3-1.6.1.4.** Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.

**C3-1.6.2. Training on ESG requirements.** Costs of providing training on ESG requirements and attending HUD-sponsored ESG trainings.

**C3-1.6.3. Consolidated plan.** Costs of preparing and amending the ESG and homelessness-related sections of the consolidated plan in accordance with ESG requirements and 24 CFR Part 91.

**C3-1.6.4. Environmental review.** Costs of carrying out the environmental review responsibilities under 24 CFR 576.407.

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**EXHIBIT C5 –UNIFIED HOMELESSNESS CONTRACT REPORTING SCHEDULE**

Report Title	Reporting Frequency	Report Due Date	DCF Personnel to Receive Reports	Additional Notes
<b>Invoice &amp; Match Report</b> (for each applicable funding stream)	Monthly	15th of each month following the delivery of services, or next business day if the 15th falls on a Saturday, Sunday, or holiday	Contract Manager	See Attachments F1–F4
<b>Roll-up Report</b> (for each applicable cost-reimbursement funding stream)	Monthly	15th of each month following the delivery of services, or next business day if the 15th falls on a Saturday, Sunday, or holiday	Contract Manager	See Attachments F2.1, F3.1, and F4.1
<b>Back-up Documentation</b> (for each applicable cost-reimbursement funding stream)	Monthly	15th of each month following the delivery of services, or next business day if the 15th falls on a Saturday, Sunday, or holiday	Contract Manager	See Attachments E1–E4
<b>Monthly Status Report</b> (for each applicable funding stream)	Monthly	15th of each month following the delivery of services, or next business day if the 15th falls on a Saturday, Sunday, or holiday	Contract Manager & Office on Homelessness	See Attachments D1–D4
<hr/>				
<b>HMIS Consolidated Annual Performance and Evaluation Report (CAPER)</b>	Quarterly	October 15th January 15th April 15th July 15th (of annual data)	Contract Manager & Office on Homelessness	Files must be submitted for each Activity in zipped .csv files
<hr/>				
<b>Monitoring Plan and Schedule</b>	Annually	Within 30 days of contract execution and by July 15th annually thereafter	Contract Manager	For all services subcontracted in this Contract
<b>Monitoring Findings</b>	Annually	Within 30 days of completion of any monitoring completed by the Lead Agency	Contract Manager	For all services subcontracted in this Contract
<b>Employment Screening Attestation</b>	Annually	July 15th	Contract Manager	As required by Section 4.14, Part 1 of this Contract
<b>List of Subcontractors</b>	Annually	July 15th	Contract Manager & Office on Homelessness	As defined by Section 4.3.1, Part 1 of this Contract
<hr/>				
<b>Annual Point In Time Count</b> (conducted during the HUD specified timeframe)	Annually	April 30th or within 15 days after the results have been submitted to HUD, whichever is later	Contract Manager & Office on Homelessness	Downloaded version of data submitted to HUD
<b>HUD System Performance Measures</b>	Annually	June 15th or within 15 days after the results have been submitted to HUD, whichever is later	Contract Manager & Office on Homelessness	Downloaded version of data submitted to HUD
<b>ESG Written Standards</b> (if applicable under section B-1.3.)	Annually	July 15th	Contract Manager & Office on Homelessness	CoC-level written standards for ESG funded projects

**EXHIBIT D – DELIVERABLES**

**D-1. SERVICE UNITS**

- D-1.1. **Staffing Grant** – The applicability of this section is identified in section B-1.1. of this Contract. A service unit consists of one (1) month of supporting activities as identified in Exhibit C1.
- D-1.2. **Challenge Grant** – The applicability of this section is identified in section B-1.2. of this Contract. A unit of service is one (1) month of providing housing, service, and/or program needs in a manner consistent with the CoC Plan to eligible individuals as described in Exhibit C2.
- D-1.3. **Emergency Solutions Grant (ESG)** – The applicability of this section is identified in section B-1.3. of this Contract. A unit of service is one (1) month of providing emergency shelter including expenses related to operating emergency shelters or essential services, street outreach to unsheltered individuals, and/or homelessness prevention and rapid re-housing assistance to eligible individuals as described in Exhibit C3.
- D-1.4. **Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in section B-1.4. of this Contract. A unit of service is one (1) month of providing homeless prevention and/or case management services to eligible individuals as described in Exhibit C4.

**D-2. MONTHLY SERVICE DELIVERABLES**

- D-2.1. **Staffing Grant** – The applicability of this section is identified in section B-1.1. of this Contract. Each month, the Provider shall provide a report of the completed monthly activities within the geographic area. The Provider shall deliver at least three (3) activities from two (2) of the following:
  - D-2.1.1. **CoC Board/Membership Meeting Activities**
  - D-2.1.2. **CoC Committee/Subcommittee/Workgroup Activities**
  - D-2.1.3. **CoC Training and Technical Assistance Activities**
 The Provider shall demonstrate satisfactory progress towards the service targets through the submission of the Monthly Status Report in Exhibit D1.
- D-2.2. **Challenge Grant** – The applicability of this section is identified in section B-1.2. of this Contract. Each month, the Provider shall provide eligible housing, program, and/or service needs to the geographic area.
  - D-2.2.1. **Challenge Grant Housing Activities** – The Challenge Grant Housing Projects will serve a minimum of 0 individuals each month.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	NA	0	0

- D-2.2.2. **Challenge Grant Program Activities** – The Challenge Grant Program Projects will serve a minimum of 1 individuals each month.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	NA	1	1

- D-2.2.3. **Challenge Grant Service Activities** – The Challenge Grant Service Projects will serve a minimum of 1 individuals each month.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	NA	1	1

The Provider shall demonstrate satisfactory progress towards the service targets through the submission of the Monthly Status Report in Exhibit D2.

- D-2.3. **Emergency Solutions Grant (ESG)** – The applicability of this section is identified in section B-1.3. of this Contract. Each month, the Provider shall provide eligible emergency shelter including expenses related to operating emergency shelters or essential services, street outreach to unsheltered individuals, and/or homelessness prevention and rapid re-housing assistance to eligible individuals in the geographic area.
  - D-2.3.1. **ESG Emergency Shelter Activities** – The ESG Emergency Shelter Projects will serve a minimum of 0 individuals each month.

**D-3.1.2. Monitoring Findings** – The Provider shall deliver the Monitoring Findings on or before the dates identified in Exhibit C5.

**D-3.1.3. Employment Screening Attestation** – The Provider shall deliver the Employment Screening Attestation on or before the date identified in Exhibit C5.

**D-3.1.4. List of Subcontractors** – The Provider shall deliver the List of Subcontractors on or before the date identified in Exhibit C5.

**D-3.1.5. Annual Point In Time Count** – The Provider shall deliver the results of the Annual Point In Time Count as reported to HUD each fiscal year on the date identified in Exhibit C5 or within 15 days after the results have been submitted to HUD, whichever is later.

**D-3.1.6. HUD System Performance Measures** – The Provider shall report the System Performance Measures as provided to HUD each fiscal year on the date identified in Exhibit C5 or within 15 days after the report has been submitted to HUD, whichever is later.

**D-3.1.7. ESG Written Standards** – The Provider shall provide an updated copy of the ESG Written Standards each fiscal year on or before the date identified in Exhibit C5.

**D-3.1.8. CoC Plan** – The Provider shall provide a copy of the approved CoC Plan each fiscal year on or before the date identified in Exhibit C5.

**D-3.1.9. CoC Governance Charter** – The Provider shall provide an updated copy of the governance charter each fiscal year on or before the date identified in Exhibit C5.

**D-3.1.10. Gaps Analysis/Needs Assessment** – The Provider shall conduct a gaps analysis/needs assessment to determine local needs and establish community priorities each fiscal year and submit the findings on or before the date identified in Exhibit C5.

**D-3.1.11. Longitudinal Systems Analysis** – The Provider shall deliver the results of the Longitudinal Systems Analysis as reported to HUD each fiscal year on the date identified in Exhibit C5 or within 15 days after the results have been submitted to HUD, whichever is later.

**D-3.2. Challenge Grant** – The applicability of this section is identified in section B-1.2. of this Contract. The Provider shall deliver twelve (12) months of housing, program, and/or service needs to the geographic area.

**D-3.2.1. Challenge Grant Housing Activities** – The Challenge Grant Housing Projects will serve, at a minimum, the following number of individuals each fiscal year.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	NA	0	0

**D-3.2.2. Challenge Grant Program Activities** – The Challenge Grant Program Projects will serve, at a minimum, the following number of individuals each fiscal year.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	NA	12	12

**D-3.2.3. Challenge Grant Service Activities** – The Challenge Grant Service Projects will serve, at a minimum, the following number of individuals each fiscal year.

Fiscal Year	FY19-20	FY20-21	FY21-22
Total Individuals	NA	12	12

The Provider shall demonstrate satisfactory progress towards the service targets through the submission of the Monthly Status Report in Exhibit D2.

**D-3.3. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in section B-1.3. of this Contract. The Provider shall deliver twelve (12) months emergency shelter for the homeless, expenses related to operating emergency shelters and providing essential services, street outreach for the homeless, and/or homelessness prevention and rapid re-housing assistance to the geographic area.

**D-3.3.1. ESG Emergency Shelter Activities** – The ESG Emergency Shelter Projects will serve, at a minimum, the following number of individuals each fiscal year.

Fiscal Year	FY19-20	FY20-21	FY21-22
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**ATTACHMENT D1 – STAFFING GRANT MONTHLY STATUS REPORT**

dropdown	Provider Name	Monthly Status Report	
prepopulate	Contract #	dropdown	Month of Services
<p><b>ATTESTATION:</b> By completing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims, or otherwise. Additionally, I certify that all invoices supporting this report have been submitted to the Department in accordance with this agreement.</p>			
Name & Title of Agency Official		Date	

Staffing Grant Deliverables (Must complete at least three (3) activities from two (2) of the following.)	Monthly	Year to Date
CoC Board/Membership Meetings		
CoC Committee/Subcommittee/Workgroup Meetings		
CoC Training and Technical Assistance Activities		

Staffing Grant Output Measures	Monthly	Year to Date
Total Individuals Experiencing Homelessness in the CoC		
Total Households Experiencing Homelessness in the CoC		
Individuals Becoming Homeless for the First Time in the CoC		
Individuals Returning to the Homeless System in the CoC		
Unduplicated Individuals Served in the CoC		
Total Exits to Permanent Housing in the CoC		

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**ATTACHMENT D3 – EMERGENCY SOLUTIONS GRANT MONTHLY STATUS REPORT**

dropdown	Provider Name	Monthly Status Report		
prepopulate	Contract #	dropdown	Month of Services	
<p><b>ATTESTATION:</b> By completing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims, or otherwise. Additionally, I certify that all invoices supporting this report have been submitted to the Department in accordance with this agreement.</p>				
Name & Title of Agency Official			Date	

Emergency Solutions Grant Deliverables (minimum monthly deliverable for activity)	Street Outreach #	Emergency Shelter #	Prevention #	Rapid Rehousing #
Total Individuals Served by Activity (Monthly)				
Total Individuals Served by Activity (Year to Date)				

Emergency Solutions Grant Output Measures	Street Outreach	Emergency Shelter	Prevention	Rapid Rehousing
New Individuals Served this Month				
Individuals with Increased Income (benefits)				
Individuals with Increased Income (employment)				
Individuals Connected to Housing Case Management				
Individuals Permanently Housed				
Average Financial Assistance Provided			\$ -	\$ -

Remaining Stably Housed	3 months	6 months	9 months	12 months
Total Individuals Housed by Emergency Solutions Grant Funding				
Individuals Remaining Stably Housed by Emergency Solutions Grant Funding				
Percentage Remaining Housed by Emergency Solutions Grant Funding	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

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**EXHIBIT E – MINIMUM PERFORMANCE MEASURES**

**E-1. MINIMUM PERFORMANCE MEASURES (DELIVERABLES)**

The Provider shall achieve the following minimum performance measures for the duration of this Contract. The acceptance of performance measures for each unit of service specified in Section D-1 shall be made independently using the Monthly Status Report identified in Attachments D1–D4. The Provider's failure to achieve the minimum performance measure for any unit of service shall not prevent acceptance of performance measures for any other unit of service.

The minimum performance measures established in Section D of this Contract, and in the Monthly Status Reports identified in Attachments D1–D4 pursuant to Section 2.4.2 of the CF Standard Contract shall be maintained by the Department for the term of this Contract. The performance standards are evaluated each Fiscal Year (FY) within the Unified Homelessness Contract based on data provided in the Monthly Status Reports.

- E-1.1. Staffing Grant** – The applicability of this section is identified in section B-1.1. of this Contract. Performance measures will specifically address the deliverables identified in Section D-2.1, as referenced in 24 CFR Part 578.7.
- E-1.2. Challenge Grant** – The applicability of this section is identified in section B-1.2. of this Contract. Performance measures will specifically address the housing, service, and program needs included in the CoC plan pursuant to Section 420.622(4), Florida Statutes.
- E-1.3. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in section B-1.3. of this Contract. Performance measures will specifically address the program components referenced in 24 CFR Part 576 Subpart B. Reporting requirements established by the US Department of Housing and Urban Development require the submission of activities for all funded programs using the Consolidated Annual Performance and Evaluation Report (CAPER) as demonstration of program compliance. Providers will supply this information by the dates set forth in Exhibit C5 to the Department for its submission to HUD.
- E-1.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in section B-1.4. of this Contract. Performance measures will specifically address the requirements set forth in Section 414.161(5), Florida Statutes, and are as follows:
  - E-1.4.1.** At least eighty-five percent (85%) of households assisted shall remain stably housed and avoid becoming homeless for at least twelve (12) months following the last date of assistance provided.
  - E-1.4.2.** One hundred percent (100%) of households deemed eligible to receive assistance will have a case plan documenting the amount and type of assistance provided, steps to achieve housing stability, and the anticipated date of plan completion.

**E-2. PERFORMANCE MEASURES FOR THE ACCEPTANCE OF DELIVERABLES**

- E-2.1.** The Provider's failure to achieve the minimum service levels for any of the deliverables identified in Section D-2 shall not prevent acceptance of deliverables and payment for any other funding stream invoiced for under this Contract.
- E-2.2. Staffing Grant** – The applicability of this section is identified in section B-1.1. of this Contract. For the acceptance of deliverables, the Provider shall meet or exceed the minimum targets specified herein. The supporting documentation to verify successful completion is referenced in Exhibit E1.

Minimum Service Target	Criteria for Evaluating Completion
<b>CoC Board/Membership Meeting Activities</b> – The CoC will hold a minimum number of CoC Board and/or Membership Meetings each month, as defined in section D-2.1.1.	Complete three (3) activities from at least two (2) of the Minimum Service Targets identified.
<b>CoC Committee/Subcommittee/Workgroup Activities</b> – The CoC will hold a minimum number of Committee, Subcommittee, or Workgroup Meetings each month, as defined in section D-2.1.2.	
<b>CoC Training and Technical Assistance Activities</b> – The CoC will conduct a minimum number of Training and Technical Assistance Activities each month, as defined in section D-2.1.3.	

- E-2.3. Challenge Grant** – The applicability of this section is identified in section B-1.2. of this Contract. For the acceptance of deliverables, the Provider shall meet or exceed the minimum targets specified herein. The supporting documentation to verify successful completion is referenced in Exhibit E2.

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

**E.4. BACK-UP DOCUMENTATION REQUIREMENTS**

**Attachment E1** – Staffing Grant Back-up Documentation Requirements

**Attachment E2** – Challenge Grant Back-up Documentation Requirements

**Attachment E3** – Emergency Solutions Grant Back-up Documentation Requirements

**Attachment E4** – Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant Back-up Documentation Requirements

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## ATTACHMENT E2 – CHALLENGE GRANT BACK-UP DOCUMENTATION REQUIREMENTS

The applicability of this section is identified in section B-1.2. of this Contract.

A complete and accurate Monthly Status Report and Invoice and Match Report (including Roll-up Report) are required for payment from the Department. Additional backup documentation required for payment is identified below and sorted by Monthly Deliverables identified in section D-2.2. of this Contract. Challenge Grant activities must provide a detailed expenditure report by subcontractor.

Below are examples of backup documentation that may fall into the identified categories.

### Challenge Grant Housing Activities

- Prevention Rental/Mortgage Assistance
  - Past Due Notice
  - Copy of Lease Agreement (first page and signature page) or Landlord Agreement Form with signatures
  - Payment Statement/Invoice
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Prevention Utility Arrears Assistance
  - Past Due Notice
  - Proof of Address (see lease agreement above)
  - Payment Statement/Invoice
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Rapid Rehousing Rental Assistance (deposit and subsequent months rental assistance)
  - Copy of Lease Agreement (first page and signature page) or Landlord Agreement Form with signatures
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Rapid Rehousing Utility Assistance
  - Letter Stating Arrears from Utility Company
  - Deposit Requirements/Information from Utility Company
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Shelter Operations
  - Itemized Receipts for Eligible Purchases (including but not limited to supplies, phone/utilities, and other operating expenses)
- Case Management
  - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
  - Pay Stub of Staff Member being paid

### Challenge Grant Program Activities

- Case Management
  - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
  - Pay Stub of Staff Member being paid

### Challenge Grant Service Activities

- Case Management
  - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
  - Pay Stub of Staff Member being paid
- Street Outreach
  - Itemized Receipts for Eligible Purchases that address urgent needs such as meals, blankets, clothes, and/or toiletries
- Transportation
  - Travel Reimbursement for Staff Members
    - Mileage documentation requires use of the DCF Travel Form
  - Program Participants' Use of Public Transportation
    - Bus Passes – itemized distribution of bus passes by recipient

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**ATTACHMENT E4 – TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)  
HOMELESSNESS PREVENTION GRANT BACK-UP DOCUMENTATION REQUIREMENTS**

The applicability of this section is identified in section B-1.4. of this Contract.

A complete and accurate Monthly Status Report and Invoice and Match Report (including Roll-up Report) are required for payment from the Department. Additional backup documentation required for payment is identified below and sorted by Monthly Deliverables identified in section D-2.4. of this Contract. TANF Homelessness Prevention Grant activities must provide a detailed expenditure report by subcontractor.

**TANF Homelessness Prevention Grant Financial Assistance Activities**

- Prevention Rental/Mortgage Assistance
  - Past Due Notice
  - Copy of Lease Agreement (first page and signature page) or Landlord Agreement Form with signatures
  - Payment Statement/Invoice
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Prevention Utility Arrears Assistance
  - Past Due Notice
  - Proof of Address (see lease agreement above)
  - Payment Statement/Invoice
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)

**TANF Homelessness Prevention Grant Case Management Activities**

- Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
- Pay Stub of Staff Member being paid

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<b>Total</b>	<b>\$214,285.70</b>
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**F-2.1.2. Challenge Grant** – The Department agrees to pay for the service units at the prices and limits listed below for Challenge Grant Activities:

FISCAL YEAR	UNIT OF SERVICE	UNITS	RATE	FISCAL YEAR TOTAL
2019-2020	One Month of Eligible Challenge Grant Activities	0	\$0	\$0
2019-2020	One Month of Eligible Challenge Grant Activities	0	\$0	\$0
2020-2021	One Month of Eligible Challenge Grant Activities	1	\$7,166.63	\$7,166.63
2020-2021	One Month of Eligible Challenge Grant Activities	11	\$7,166.67	\$78,833.37
2021-2022	One Month of Eligible Challenge Grant Activities	1	\$7,166.63	\$7,166.63
2021-2022	One Month of Eligible Challenge Grant Activities	11	\$7,166.67	\$78,833.37
<b>Total</b>				<b>\$172,000.00</b>

**F-2.1.3. Emergency Solutions Grant (ESG)** – The Department agrees to pay for the service units at the prices and limits listed below for ESG Activities:

FISCAL YEAR	UNIT OF SERVICE	UNITS	RATE	FISCAL YEAR TOTAL
2019-2020	One Month of Eligible ESG Activities	0	0	\$0
2019-2020	One Month of Eligible ESG Activities	0	0	0
2020-2021	One Month of Eligible ESG Activities	1	\$14,333.37	\$14,333.37
2020-2021	One Month of Eligible ESG Activities	11	\$14,333.33	\$157,666.63
2021-2022	One Month of Eligible ESG Activities	1	\$14,333.37	\$14,333.37
2021-2022	One Month of Eligible ESG Activities	11	\$14,333.33	157,666.63
<b>Total</b>				<b>\$344,000.00</b>

**F-2.1.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The Department agrees to pay for the service units at the prices and limits listed below for TANF Homelessness Prevention Grant Activities:

FISCAL YEAR	UNIT OF SERVICE	UNITS	RATE	FISCAL YEAR TOTAL
2019-2020	One Month of Eligible TANF Homelessness Prevention Grant Activities	0	\$0	\$0
2019-2020	One Month of Eligible TANF Homelessness Prevention Grant Activities	0	\$0	\$0
2020-2021	One Month of Eligible TANF Homelessness Prevention Grant Activities	1	\$3,166.63	\$3,166.63
2020-2021	One Month of Eligible TANF Homelessness Prevention Grant Activities	11	\$3,166.67	\$34,833.37
2021-2022	One Month of Eligible TANF Homelessness Prevention Grant Activities	1	\$3,166.63	\$3,166.63
2021-2022	One Month of Eligible TANF Homelessness Prevention Grant Activities	11	\$3,166.67	\$34,833.37
<b>Total</b>				<b>\$76,000.00</b>

**F-3.6.2.** Pursuant to Section 215.971, Florida Statutes, any funds paid in excess of the amount to which the Provider or subcontractor is entitled under the terms and conditions of this contract must be refunded to the Department.

**F-3.7.** Payment shall be contingent upon receiving and accepting the invoice and all required reports and supporting documentation submitted to the Contract Manager.

**F-3.8.** The Department shall approve payments following receipt of documentation of compliance with the Performance Measures for Acceptance of Deliverables in Section E and applicable supporting documentation outlined in section F-4.1.

**F-3.9. Invoice Approval Process**

**F-3.9.1.** The Department will have up to five (5) working days from receipt of the invoice to approve or disallow proposed expenditures listed or document the incompleteness of the supporting documentation.

**F-3.9.2.** In the event of late invoice submission where multiple invoices are submitted, invoices shall be processed in the order the invoice was due for submission. Subsequent invoices will not be considered received until all outstanding invoices have been submitted and approved for payment.

**F-3.9.3.** Disallowance of proposed expenditures or incomplete supporting documentation will result in rejection of the invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the Provider in order to process the invoice for payment. The Provider will have five (5) working days from the date of rejection of the initial invoice to make the requested changes and resubmit for payment a corrected and accurate invoice that is accepted and approved by the Department (Contract Manager).

**F-4. SUPPORTING DOCUMENTATION FOR INVOICE APPROVAL**

**F-4.1.** Documentation of all expenses incurred under a cost reimbursement grant must accompany the properly completed invoice. In addition, documentation also includes, but is not limited to the following:

**F-4.1.1. Professional Service Fees on a Time/Rate Basis** – The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate multiplied by the number of hours worked, must be stated. Supporting documentation must be included detailing the hours represented on the invoice. Such documentation should include timesheets, or a time log and copies of canceled payroll checks or payroll register. The State's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

**F-4.1.2. Postage and Reproduction Expenses** – Purchases made from outside vendors must be supported by paid invoices or receipts. Purchases for all in-house postage (e.g. postage meter) and reproduction expenses must be supported by usage logs or similar documentation.

**F-4.1.3. Expenses** – Receipts are required for all expenses incurred (e.g., office supplies, printing, long distance telephone calls, etc.).

**F-4.2.** The Provider must submit an itemized invoice by expenditure category (salaries, travel, expenses, etc.) which includes any and all subcontractor or services under this Contract along with required documentation of all expenses for COST REIMBURSEMENT activities. The Provider is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Provider is certifying that the detailed documentation to support each item on the itemized invoice is on file and is available for audit.

**F-4.2.1. Salaries** – A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked multiplied by the rate of pay will be acceptable. Costs should only be attributed for work on the funding stream billed.

**F-4.2.2. Fringe Benefits** – Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). Costs associated with staff salaries need to be directly attributed to the duties under the funding stream billed.

**F-4.2.3. Travel** – For all travel expenses, a Department travel voucher, Form DFS-AA-15 (state of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (e.g., car rental, air transportation, parking, lodging, tolls, etc.) are required for reimbursement. Section 287.058(1)(b), Florida Statutes, requires that bills for any travel expense shall be submitted in accordance with Section 112.061, Florida Statutes, governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of DCF Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of travel expenses necessarily incurred during the

**F-5.1.** This Contract shall have financial consequences related to failure of the Provider to perform under the terms of the Contract and pursuant to Sections 287.058(1)(h) and 215.971(1)(c), Florida Statutes.

**F-5.1.1.** The Department may reduce the invoice submitted by the Provider, to reflect the financial consequence assessed.

**F-5.1.2.** If full payment was received by the Provider when a financial consequence should have been imposed, the Provider shall make payable to the Department the amount of the penalty within 30 days after being notified in writing by the Contract Manager. If the Provider fails to reimburse the Department, the Department has the right to refuse to grant any new contract or contract awarded through the Department for any services, until said reimbursement is received.

**F-5.2.** Should the Provider fail to meet Monthly Deliverables specified in Section D-2 or fail to achieve the year to date target of each prorated monthly deliverable, the Department, after determining the absence of mitigating circumstances, shall delay payment at a rate of ten percent (10%) of the total invoice for each unmet deliverable. If the Provider exceeds the same deliverable(s) during the subsequent invoice period and meets the year to date target of prorated deliverables, the Provider may submit a supplemental invoice, demonstrating the measure has been subsequently met and request payment of the reduced (delayed) portion of the original invoice.

**F-5.3.** If the Provider does not meet an identified deliverable(s) during three months of this Contract, the Department shall apply the Corrective Action provisions of Section 6.1 of the CF Standard Contract 2019. Corrective action plans required under Section 6.1 may result in a reduction in future funding under this Contract, through financial consequences or reallocation, determined at the Department's sole discretion by criteria established within the corrective action plan.

**F-5.4.** If the Provider does not submit an initial or corrected invoice within the required timeframes identified in section F-3.9. of this Contract, the Department, after determining the absence of mitigating circumstances, shall apply a financial consequence of five percent (5%) from the invoice payment.

**F-6. INVOICES**

**Attachment F1 – Staffing Grant Invoice & Match Report**

**Attachment F2 – Challenge Grant Invoice & Match Report**

**Attachment F2.1 – Challenge Grant Roll-up Report**

**Attachment F3 – Emergency Solutions Grant Invoice & Match Report**

**Attachment F3.1 – Emergency Solutions Grant Roll-up Report**

**Attachment F4 – Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant Invoice & Match Report**

**Attachment F4.1 – Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant Roll-up Report**

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ATTACHMENT F2 – CHALLENGE GRANT INVOICE & MATCH REPORT

CHALLENGE GRANT		FEID #	Prepopulate				
Contract #	Prepopulate	Provider Name	Dropdown				
Invoice #	Prepopulate	Address	Prepopulate				
Invoice Period	Dropdown						
<b>For Use by Provider</b>							
Org Code	Description	Deliver-able	Served this Month	Approved Budget	Payment Amount	Previous Payment(s) Total	Balance After This Payment
60303037209	Housing Need			\$ -	\$ -	\$ -	\$ -
60303038209	Program Need			\$ -	\$ -	\$ -	\$ -
60303039209	Service Need			\$ -	\$ -	\$ -	\$ -
60303040209	Admin			\$ -	\$ -	\$ -	\$ -
	Total			\$ -	\$ -	\$ -	\$ -
	Match			\$ -	\$ -	\$ -	

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

Signature of Provider Official

Date

Title of Provider Official

**For Use by Contract Manager Only**

Deliverables Met (if no, see delayed payment per contract section F-5.2)	Amount of Delayed Payment (for Unmet Service Deliverables)	\$ -	Date of Invoice Received	
Yes / No	Recoupment of Delayed Payment (Previous Unmet Service Deliverables Achieved)	\$ -	Date Goods / Services Received	
Will a Financial Consequence be applied?	Amount of Financial Consequence (Admin)	\$ -	Date Goods Inspected and Approved	
Yes / No	Total Payment Amount	\$ -	Date Invoice Approved	
Org Code	see payment detail above		Contract Manager Name	
OCA	Object	751000	Contract Manager Signature	
EO	Category	100379		

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**Service Needs**

<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
		Total		\$

**Administrative Costs**

Total (8%)	\$
------------	----

**TOTAL AMOUNT SUBMITTED FOR PAYMENT**

Total	\$
-------	----

**ATTACHMENT F3.1 – EMERGENCY SOLUTIONS GRANT ROLL-UP REPORT**

**Provider Name** dropdown  
**Contract Number** prepopulate  
**Month of Services** dropdown

**Street Outreach**

<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
		Total		\$

**Emergency Shelter**

<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
		Total		\$

4 \_\_\_\_\_  
5 \_\_\_\_\_

Total \$

**Administrative Costs**

Total (5%) \$

**TOTAL AMOUNT SUBMITTED FOR PAYMENT**

Total \$

**ATTACHMENT F4.1 – TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)  
HOMELESSNESS PREVENTION GRANT ROLL-UP REPORT**

Provider Name dropdown  
Contract Number prepopulate  
Month of Services dropdown

**Financial Assistance - Rental Assistance**

<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
		Total		\$

**Financial Assistance - Utility Assistance**

<i>Date Service Provided</i>	<i>HMIS Number (Client ID)</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
		Total		\$

#### ATTACHMENT 1

The administration of resources awarded by the Department of Children and 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 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the 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 2 CFR §§ 200.500-200.521. In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. 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 \$750,000 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 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

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 (\$750,000 or more for fiscal years beginning on or after July 1, 2016) 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 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) 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.

#### **CF 1120, Effective February 2017, (CF-1120-1516)**

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.

## ATTACHMENT 2

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;

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.

**PCMT-06-1516**

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**Exhibit B**

**Omitted/Amended/Retained Terms**

<b>Paragraph</b>	<b>Status</b>
Preamble	Omitted and replaced by language in Agreement
Paragraph 1.1	Amended as to subgrant to SUBCONTRACTOR and subgrant amount to SUBCONTRACTOR as set forth in Agreement.
Paragraph 1.2	Deleted.
Paragraph 1.3	Retained.
Paragraph 1.4	Amended to reference documents attached to Agreement.
Paragraph 2	Amended to reference documents attached to Agreement.
Paragraph 3.1	Deleted.
Paragraph 3.2	Deleted.
Paragraph 3.3	Deleted.
Paragraph 3.4	Amended. Paragraph 3.4 is amended to read: "If the SUBCONTRACTOR fails to perform in accordance with the Agreement or perform the minimal level of service required by this Agreement as it pertains to the Challenge Grant and the Department imposes financial penalties provided for under the DCF Agreement, the SUBCONTRACTOR shall be liable to the County for same.
Paragraph 3.5	Deleted.
Paragraph 3.6	Deleted.
Paragraph 4.1, 4.2	Retained.
Paragraph 4.3.1, 4.3.2	Retained.
Paragraph 4.3.3	Deleted except 4.3.3.3.
Paragraph 4.3.4	Deleted.
Paragraph 4.4, 4.5	Deleted.
Paragraph 4.6, 4.7	Retained.
Paragraph 4.8, 4.9	Deleted
Paragraph 4.10, 4.11, 4.12, 4.13, 4.14	Retained.
Paragraph 4.15	Deleted.
Paragraph 4.16	Retained.
Paragraph 5	Retained.
Paragraph 6	Amended. Paragraph 6 is amended to read: "Should any action be taken against County as a result of actions or omissions of SUBCONTRACTOR then County shall be entitled to take action against SUBCONTRACTOR under this Agreement to remedy County for the

	<b>F1</b>
	<b>F1.2.1</b>
	<b>F4</b>
<b>F4.5.3</b>	<b>F4.5.2</b>
	<b>Attachment F2</b>
	<b>Attachment F21</b>
	<b>Attachment 1 PART II</b>
	<b>Part iv</b>

**EXHIBIT C – SCOPE OF WORK**  
**MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT**  
**Challenge Grant Program**

**A-1. SCOPE OF SERVICE**

- A-1.1. Purpose of Challenge Grant.** Pursuant to Section 420.622(4), F.S., provide housing, service, and program needs included in the CoC Plan.
- A-1.2. Objective of the Challenge Grant.** The objective of the Challenge Grant is to provide housing, service, and program needs included in the CoC Plan.
- A-1.3. Catchment Area.** For purposes of this Agreement, services shall occur within Marion County.
- A-1.4. Hours and Location.** The location and service times of SUBCONTRACTOR are:

**City of Ocala**  
201 SE 3rd Street, 2nd Floor  
Ocala, FL 34471

**Hours of Operation: 8:00 am to 5:00 pm**

Any change in location and/or service time shall require a written request to COUNTY and an approval prior to the time change.

- A-1.5. Clients to be served.** Client eligibility is set forth in Florida Statutes for the Challenge Grant. SUBCONTRACTOR must serve clients in a manner consistent with the proposed projects that are included in the CoC plan.

**A-2. SERVICE TASKS**

- A-2.1.** The objective of the Challenge Grant is to enable local communities to fund housing, program, and/or service needs included in the CoC plan.
- A-2.2.** Under the Challenge Grant, SUBCONTRACTOR must serve clients in a manner consistent with the client eligibility definitions in A-1.5.
- A-2.3.** All activities under the Challenge Grant will be consistent with the CoC plan. The plan is incorporated in the original solicitation and submitted annually as part of this Contract.
- A-2.4.** Any activities provided by SUBCONTRACTOR will be performed in a manner consistent with the CoC plan, the grant application, and/or with written

approval from DCF (Contract Manager and/or the Office on Homelessness). In accordance with Section 420.622(4), F.S., all activities must support the housing, program, or service needs included in the CoC plan.

- A-2.5. Changes in services are allowable with written approval of DCF (Contract Manager and/or the Office on Homelessness) and do not require an amendment to this Agreement unless it is not clear that the services are consistent with the CoC plan incorporated by reference to this Agreement.
- A-2.6. SUBCONTRACTOR will serve as the HMIS Lead, operating in accordance with 24 CFR 578 and the current HMIS Data Standards. The SUBCONTRACTOR will refer to <https://www.hudexchange.info/programs/hmis/> for administrative guidance and current HMIS requirements.
- A-2.7. The SUBCONTRACTOR will provide regular and ongoing training and technical assistance and support to all homeless system agencies and users engaged in use of the HMIS system. The SUBCONTRACTOR will monitor community utilization and work with the County and CoC Governance board to develop a plan to address low participation rate if it becomes necessary to do so.
- A-2.8. The SUBCONTRACTOR will ensure required HMIS reports by HUD and the State of Florida Office on Homelessness are being developed and reported on time.
- A-2.9. The SUBCONTRACTOR will manage the operation, data collection, and reporting of the annual Point-in-Time count.
- A-2.10. The SUBCONTRACTOR will prepare and submit HMIS project application(s) for HUD grants in e-snaps annually and create annual budgets outlining the most efficient resource allocation. The SUBCONTRACTOR will prepare and submit HMIS application(s) to the COC as solicitations are published.
- A-2.11. The SUBCONTRACTOR will be responsible for operating the Coordinated Entry System, including outreach, access, assessment, prioritization, and referral. While Coordinated Entry operations will be staffed and operated by SUBCONTRACTOR, SUBCONTRACTOR, COUNTY, and the CoC Governance board each play a role in the process.
- A-2.12. Coordinated Entry will be operated in accordance with the HUD regulations which are updated and published at <https://www.hudexchange.info/programs/coc/toolkit/responsibilities-and-duties/#coordinated-entry>.

### A-3. DELIVERABLES

A-3.1. SUBCONTRACTOR agrees to complete the monthly deliverables as outlined below. A service unit consists of one (1) month of providing housing, service, and/or program needs in a manner consistent with the CoC Plan to eligible individuals.

**Challenge Grant Program Activities.** The Challenge Grant Program Projects will serve a minimum of 1 individual each month.

Fiscal Year	FY20-21	FY21-22
Total Individuals	1	1

A-3.2. Within each State Fiscal Year, SUBCONTRACTOR shall deliver the following:

**Challenge Grant Program Activities.** The Challenge Grant Program Activities will serve, at a minimum, the following number of individuals each fiscal year.

Fiscal Year	FY20-21	FY21-22
Total Individuals	12	12

A-3.3. SUBCONTRACTOR shall demonstrate satisfactory progress towards the service targets through the submission of the Monthly Status Report in Attachment 3. In the event that SUBCONTRACTOR has met the Annual Service Targets identified in A-3.1. and 3.2. prior to the end of the fiscal year, the Monthly Service Deliverables shall no longer apply for the remainder of the applicable fiscal year.

### A-4. EQUIPMENT

A-4.1. It is the responsibility of SUBCONTRACTOR under this Agreement to ensure that necessary materials and equipment are readily available to ensure the provision of services under this Agreement unless expressly authorized for purchase under this Agreement and/or program requirements.

**EXHIBIT D – METHOD OF PAYMENT AND REPORTING  
MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT  
Challenge Grant Program**

**B-1. REPORTING SCHEDULE**

To be eligible for reimbursement, SUBCONTRACTOR agrees to submit the following reports as outlined below.

Report Title	Reporting Frequency	Report Due Date	Lead Agency Personnel to Receive Reports	Additional Notes
<b>Invoice &amp; Match Report</b> (for each applicable funding stream)	Monthly	5th of each month following the delivery of services, or next business day if the 5th falls on a Saturday, Sunday, or holiday	CoC Manager	See Attachment 1
<b>Roll-up Report</b> (for each applicable cost-reimbursement funding stream)	Monthly	5th of each month following the delivery of services, or next business day if the 5th falls on a Saturday, Sunday, or holiday	CoC Manager	See Attachment 2
<b>Back-up Documentation</b> (for each applicable cost-reimbursement funding stream)	Monthly	5th of each month following the delivery of services, or next business day if the 5th falls on a Saturday, Sunday, or holiday	CoC Manager	See Section B-6 and Attachment 4
<b>Monthly Status Report</b> (for each applicable funding stream)	Monthly	5th of each month following the delivery of services, or next business day if the 8th falls on a Saturday, Sunday, or holiday	CoC Manager	See Attachment 3

**B-2. ADMINISTRATIVE COSTS**

Administrative costs for the Challenge Grant may not exceed 8% of the total grant award. Not to exceed \$4,160 per year.

**B-3. PAYMENT CLAUSE**

This is a cost reimbursement Agreement for the provision of services to homeless persons. COUNTY shall pay SUBCONTRACTOR for the delivery of service units provided in accordance with the terms of this Agreement for a total dollar amount not to exceed One Hundred and Four Thousand Dollars. The total Agreement amount shall be allocated as follows:

FISCAL YEAR	Annual Amount	Service Units (Months)	Amount
2020-2021	\$52,000	1	\$4,333.37
		11	\$4,333.33
2021-2022	\$52,000	1	\$4,333.37
		11	\$4,333.33
<b>TOTAL</b>			<b>\$104,000</b>

**B-3.1. Cost Reimbursement.** Costs associated with carrying out services under this Agreement will first be paid by SUBCONTRACTOR. SUBCONTRACTOR will submit invoices for eligible costs to COUNTY for reimbursement in accordance with this Agreement. COUNTY shall pay invoices according to the invoice requirements in Section B-4.

**B-3.2. Allowable Expenditures.** Payment of any invoice may be authorized only for allowable expenditures on the invoice which are in accordance with the budget limits specified in SUBCONTRACTOR's most recent approved budget. Any budget revisions must be cleared through written application and acceptance thereof to COUNTY. Expenditures for items not contained in the original proposal, nor approved as revisions by COUNTY will not be reimbursed.

**B-4. INVOICE REQUIREMENTS**

**B-4.1.** To receive payment, SUBCONTRACTOR shall deliver the supporting documentation to verify successful completion, identified in the Attachments.

**B-4.2.** SUBCONTRACTOR shall submit invoices using the templates in the Attachments. Invoices submitted for various services under this grant shall be evaluated for completeness and accuracy for payment independently of each other.

**B-4.3.** Fixed price payments may be authorized only for service units on the invoice, which are in accord with the above list and other terms and conditions of this

Agreement. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

- B-4.4. SUBCONTRACTOR may submit invoices and supporting documentation electronically, provided the invoice submission is clearly legible and contains a full-color electronic signature by SUBCONTRACTOR's designated representative attesting to the completeness and accuracy of the submission and all supportive documentation for payment under cost reimbursement.
- B-4.5. SUBCONTRACTOR shall submit a final invoice for payment no later than fifteen (15) days after the end of each State Fiscal Year associated with this Agreement, after the expiration of this Agreement or after this Agreement has been terminated for any reason.
- B-4.6. Failure to submit a timely final invoice will result in a forfeiture of all rights to payment and COUNTY shall not honor any requests submitted after the aforesaid time period.
- B-4.7. COUNTY shall withhold any payment due until the required invoice and reports have been submitted by SUBCONTRACTOR and accepted by COUNTY.
- B-4.8. Payment shall be contingent upon receiving and accepting the invoice and all required reports and supporting documentation submitted to COUNTY.
- B-4.9. Pursuant to Section 215.971, F.S., as a subcontractor of Federal or State financial assistance, SUBCONTRACTOR may expend funds only for allowable costs resulting from obligations incurred under this Agreement from July 1, 2020 through June 30, 2022, in accordance with the Department of Financial Services Reference Guide for State Expenditures which is incorporated by reference. A copy can be obtained upon request to the Contract Manager or can be located on the Florida Department of Financial Services website.
- B-4.10. Pursuant to Section 215.971, F.S., any balance of unobligated funds which has been advanced or paid must be refunded.
- B-4.11. If COUNTY receives a financial consequence due to SUBCONTRACTOR's failure to submit timely, accurate invoices, including accompanying reports and documentation, the financial consequence shall be imposed upon SUBCONTRACTOR.

## **B-5. INVOICE APPROVAL PROCESS**

- B-5.1. This is a cost reimbursement fixed price grant. COUNTY will have thirty (30) business days from receipt of SUBCONTRACTOR's request for reimbursement/payment to provide payment. If SUBCONTRACTOR's invoice meets the requirements in Section B-4., COUNTY will pay the invoice to SUBCONTRACTOR.
- B-5.2. Invoices shall be processed in the order the invoice was due for submission. Subsequent invoices will not be considered received until all outstanding invoices have been submitted and approved for payment.
- B-5.3. Disallowance of proposed expenditures or incomplete supporting documentation will result in rejection of the invoice. COUNTY will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by SUBCONTRACTOR in order to process the invoice for payment. SUBCONTRACTOR will have five (5) working days from the date of rejection of the initial invoice to make the requested changes and resubmit for payment a corrected and accurate invoice that is accepted and approved by COUNTY.
- B-5.4. **Disputing a rejected invoice.** SUBCONTRACTOR may dispute a rejection, denial of payment, or payment that is less than anticipated within five (5) business days of notification. SUBCONTRACTOR must first contact the CoC Manager to mediate or ask questions when there is an issue with amount reimbursed. The Department's Director is to be copied on all payment disputes. SUBCONTRACTOR will be contacted within two (2) business days of email to resolve the dispute. In the event that the dispute is not resolved to the satisfaction of SUBCONTRACTOR within two (2) business days, SUBCONTRACTOR may request the dispute to be reviewed by the Department Director. If the Department Director is not able to resolve the dispute within one (1) business day, the Department Director will contact the DCF Contract Manager for assistance in resolving the dispute. The decision of the DCF Contract Manager will be final and non-appealable.

## **B-6. SUPPORTING DOCUMENTATION FOR INVOICE APPROVAL**

- B-6.1. A complete and accurate Monthly Status Report and Invoice and Match Report (including Roll-up Report) are required for payment from COUNTY. Additional backup documentation required for payment is identified in Attachment 4 found on page 50 and sorted by Monthly Deliverables identified in section A-3 of this Agreement.
- B-6.2. Documentation of all expenses incurred under a cost reimbursement grant must accompany the properly completed invoice. In addition, documentation also includes, but is not limited to the following:

- A. **Professional Service Fees on a Time/Rate Basis.** The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate multiplied by the number of hours worked, must be stated. Supporting documentation must be included detailing the hours represented on the invoice. Such documentation should include timesheets, or a time log and copies of canceled payroll checks or payroll register. COUNTY reserves the right to require further documentation on an as needed basis.
- B. **Postage and Reproduction Expenses.** Purchases made from outside vendors must be supported by paid invoices or receipts. Purchases for all in-house postage (e.g. postage meter) and reproduction expenses must be supported by usage logs or similar documentation.
- C. **Expenses.** Receipts are required for all expenses incurred (e.g., office supplies, printing, long distance telephone calls, etc.).

B-6.3. SUBCONTRACTOR must submit an itemized invoice by expenditure category (salaries, travel, expenses, etc.) which includes any and all services under this Agreement along with required documentation of all expenses for cost reimbursement activities. SUBCONTRACTOR is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, SUBCONTRACTOR is certifying that the detailed documentation to support each item on the itemized invoice is on file and is available for audit.

- A. **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 multiplied by the rate of pay will be acceptable. Costs should only be attributed for work on the funding stream billed.
- B. **Fringe Benefits.** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). Costs associated with staff salaries need to be directly attributed to the duties under the funding stream billed.
- C. **Travel.** For all travel expenses, a DCF travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (e.g., car rental, air transportation, parking, lodging, tolls,

etc.) are required for reimbursement. Section 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with Section 112.061, F.S., governing payments by the State for traveling expenses. CFOP 40-1 (Official Travel of DCF Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of travel expenses necessarily incurred during the performance of official State business. ESG funds may be used for travel when such travel is to a HUD sponsored training.

- B-6.4. All supporting documentation submitted shall be maintained in support of expenditure payment requests for cost reimbursement contracts. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Each piece of documentation should clearly reflect the dates of service and client being served, if applicable. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.
- B-6.5. SUBCONTRACTOR 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 Agreement may be withheld until the evaluation and reports due from COUNTY, and adjustments thereto have been received and approved by DCF.

## **B-7. MATCH REQUIREMENTS**

- B-7.1. Match does not require the same type of funding as the incurred expenses, but its source must be used in a manner consistent with providing services to homeless persons and those at risk of becoming homeless and must be provided after the Effective Date.
- B-7.2. Section 420.622(4)(a), F.S., provides language pertaining to matching funds or in-kind support required of SUBCONTRACTOR for the Challenge Grant.
- B-7.3. There must be specific documentation as to the date, amount, and source of all matching contributions.
- B-7.4. The matching requirement may be met by one or more of the following:
  - A. Cash expended for allowable costs by SUBCONTRACTOR.
  - B. Noncash contributions which are defined as the value of any real property, equipment, goods, or services contributed to the program, provided that if SUBCONTRACTOR had to pay for them with grant

funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.

- C. To determine the value of any donated material or building or of any lease, SUBCONTRACTOR must use a method to reasonably calculate to establish the fair market value at the time of the donation.
- D. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in SUBCONTRACTOR's organization. If SUBCONTRACTOR does not have employees assigned to this Agreement performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.
- E. Some noncash contributions are real property, equipment, goods, or services that, if SUBCONTRACTOR had to pay for them with grant funds, the payments would have been indirect costs. The value of materials used to improve/remodel, the fair market rental value of the space being utilized for the period, and/or the lease expense paid by the organization or donated to the organization at fair market value. Volunteer services and donated professional services are to be valued at their actual fair market value within the community.
- F. 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.
- G. The matching requirement identified above may not be met by using funds from this Agreement.

[Remainder of page left intentionally blank]

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**THE FOLLOWING PAGES CONTAIN ATTACHMENTS 1-4**

**ATTACHMENT 1 – CHALLENGE GRANT INVOICE & MATCH REPORT**

CHALLENGE GRANT		FEID #	Prepopulate				
Contract #	Prepopulate	Provider Name	Dropdown				
Invoice #	Prepopulate	Address	Prepopulate				
Invoice Period	Dropdwon		Prepopulate				
<b>For Use by Provider</b>							
Org Code	Description	Deliver-able	Served this Month	Approved Budget	Payment Amount	Previous Payment (s) Total	Balance After This Payment
603030372 09	Housing Need			\$ -	\$ -	\$ -	\$ -
603030382 09	Program Need			\$ -	\$ -	\$ -	\$ -
603030392 09	Service Need			\$ -	\$ -	\$ -	\$ -
603030402 09	Admin			\$ -	\$ -	\$ -	\$ -
	Total			\$ -	\$ -	\$ -	\$ -
	Match				\$ -	\$ -	

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

Additionally, I certify

that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.

Signature of Provider Official	Date	Title of Provider Official
<b>For Use by Contract Manager Only</b>		
Deliverables Met (if no, see delayed payment per contract section F-5.2)	Amount of Delayed Payment (for Unmet Service Deliverables)	\$ - Date of Invoice Received

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Yes / No	Recoupment of Delayed Payment (Previous Unmet Service Deliverables Achieved)	\$ -	Date Goods / Services Received	
Will a Financial Consequence be applied?	Amount of Financial Consequence (Admin)	\$ -	Date Goods Inspected and Approved	
Yes / No	Total Payment Amount	\$ -	Date Invoice Approved	
Org Code	see payment detail above	Contract Manager Name		
OCA		Object 751000	Contract Manager Signature	
EO		Category 100379		

**ATTACHMENT 2 – CHALLENGE GRANT ROLL-UP REPORT**

**Provider Name** dropdown  
**Contract Number** prepopulate  
**Month of Service** dropdown

**Housing Needs**

<i>Date</i>	<i>HMIS Service Provide d</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
			Total	\$

**Program Needs**

<i>Date</i>	<i>HMIS Service Provide d</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				

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8		
9		
10	Total	\$

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**Homelessness Prevention**

<i>Date</i>	<i>HMIS Service Number Provide d</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
		<b>Total</b>		<b>\$</b>

**Rapid Rehousing**

<i>Date</i>	<i>HMIS Service Number Provide d</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
		<b>Total</b>		<b>\$</b>

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<i>Date</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
<i>Service</i>			
<i>Provide</i>			
<i>d</i>			
1			
2			
3			
4			
5			
	Total		\$

**Administrative Costs**

Total (5%) \$

**TOTAL AMOUNT SUBMITTED FOR PAYMENT**

**ATTACHMENT 3 – CHALLENGE GRANT MONTHLY STATUS REPORT**

dropdown	Provider Name	Monthly Status Report	
prepopulate	Contract #	dropdown	Month of Services
<p><b>ATTESTATION:</b> By completing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims, or otherwise. Additionally, I certify that all invoices supporting this report have been submitted to the Department in accordance with this agreement.</p>			
Name & Title of Agency Official		Date	

Challenge Grant Deliverables (minimum monthly deliverable for activity)	Housing Need #	Program Need #	Service Need #
Total Individuals Served by Activity (Monthly)			
Total Individuals Served by Activity (Year to Date)			

Challenge Grant Output Measures	Housing Need	Program Need	Service Need
New Individuals Served this Month			
Individuals with Increased Income (benefits)			
Individuals with Increased Income (employment)			
Individuals Connected to Housing Case Management			
Individuals Permanently Housed			
Average Financial Assistance Provided	\$ -	\$ -	\$ -

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<b>Remaining Stably Housed</b>	<b>3 months</b>	<b>6 months</b>	<b>9 months</b>	<b>12 months</b>
Total Individuals Housed by Challenge Grant Funding				
Individuals Remaining Stably Housed by Challenge Grant Funding				
Percentage Remaining Housed by Challenge Grant Funding	#DIV/0!	#DIV/0!	#DIV/ 0!	#DIV/ 0!

#### **ATTACHMENT 4 – CHALLENGE GRANT BACK-UP DOCUMENTATION REQUIREMENTS**

A complete and accurate Monthly Status Report and Invoice and Match Report (including Roll-up Report) are required for payment from COUNTY. Additional backup documentation required for payment is identified below and sorted by Monthly Deliverables identified in Exhibit A of this Contract. Challenge Grant activities must provide a detailed expenditure report.

Below are examples of backup documentation that may fall into the identified categories.

#### **Challenge Grant Housing Activities**

- Prevention Rental/Mortgage Assistance
  - Past Due Notice
  - Copy of Lease Agreement (first page and signature page) or Landlord Agreement Form with signatures
  - Payment Statement/Invoice
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Prevention Utility Arrears Assistance
  - Past Due Notice
  - Proof of Address (see lease agreement above)
  - Payment Statement/Invoice
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Rapid Rehousing Rental Assistance (deposit and subsequent months rental assistance)
  - Copy of Lease Agreement (first page and signature page) or Landlord Agreement Form with signatures
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Rapid Rehousing Utility Assistance
  - Letter Stating Arrears from Utility Company
  - Deposit Requirements/Information from Utility Company
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Shelter Operations
  - Itemized Receipts for Eligible Purchases (including but not limited to supplies, phone/utilities, and other operating expenses)
- Case Management
  - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
  - Pay Stub of Staff Member being paid

#### **Challenge Grant Program Activities**

- Case Management
  - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
  - Pay Stub of Staff Member being paid

#### **Challenge Grant Service Activities**

- Case Management
  - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
  - Pay Stub of Staff Member being paid
- Street Outreach
  - Itemized Receipts for Eligible Purchases that address urgent needs such as meals, blankets, clothes, and/or toiletries
- Transportation

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- **Travel Reimbursement for Staff Members**
  - Mileage documentation requires use of the DCF Travel Form
- **Program Participants' Use of Public Transportation**
  - Bus Passes – itemized distribution of bus passes by recipient

16.0 72.8