

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 2, 2025	☒ Consent	☐ Regular
	☐ Ordinance	☐ Public Hearing
Department		
Submitted By:	Community Services Department	
Submitted For:	Human Services and Community Action Program	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: retroactive sole-source Subrecipient Agreement in the Housing and Homelessness Program Area (HHPA) with Catholic Charities of the Diocese of Palm Beach, Inc., (Catholic Charities), to provide homeless prevention, rental assistance, utility assistance, and other supportive services to families at risk of or experiencing homelessness for the period October 1, 2025 through June 30, 2026, in an amount totaling \$31,574, for the term of this agreement.

Summary: The Florida Department of Children and Families (DCF) has awarded Palm Beach County (County) funding through the Unified Homelessness Grant (UHG) LP027. Catholic Charities is the only sole local agency with a Temporary Assistance for Needy Families (TANF)-approved program structure that meets DCF’s requirements for homeless prevention and rapid re-housing services. Retroactive approval is requested for expenditures beginning October 1, 2025 through June 30, 2026, due to a delay in receiving the executed contract from DCF. These funds are allocated to Catholic Charities to provide homelessness prevention services to eligible households in the County who are at risk of or experiencing homelessness. Services will include case management, rental and mortgage assistance, and utility assistance. In Fiscal Year (FY) 2025, Catholic Charities provided homeless prevention assistance to 34 households and fully expended their allocation. Under this new agreement for FY 2026, Catholic Charities is expected to serve a minimum of eight (8) households through TANF Homelessness Prevention Activities. The reduction in the number of households to be served is due to decreased TANF funding, combined with an increase in the total financial assistance provided per household. **The funding source is DCF TANF funds.** Countywide (JBR)

Background and Justification: Since January 2006, the Division of Human Services has served as the Lead Entity for the County Homeless Continuum of Care (CoC). The CoC functions as the planning and evaluation body for the homeless service delivery system in the County and fulfills a requirement set by the U.S. Department of Housing and Urban Development (HUD). DCF Office of Homelessness works in conjunction with HUD to provide funding opportunities to assist individuals experiencing homelessness or those at-risk of becoming homeless.

- Attachment:**
- 1. Subrecipient Agreement with Catholic Charities of the Diocese of Palm Beach, Inc.

Recommended By:	DocuSigned by: Tanina Mallotra 1459E4191F1049C...	11/12/2025
	Department Director	Date
Approved By:		11/16/25
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	\$31,574				
External Revenue	(\$31,574)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget: Yes X No
Does this item include the use of federal funds: Yes No X
Does this item include the use of state funds: Yes X No

Budget Account No.:
Fund 1013 Dept. 142 Unit 1449 Obj. 8201 Program Code VAR Program Period VAR

B. Recommended Sources of Funds/Summary of Fiscal Impact:
The funding source is the Florida Department of Children and Families (DCF). No match is required.

C. Departmental Fiscal Review: Julie Dowe
Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Lin Math 11/15/2025
OFMB 9A 11/15
Ex 11-525

Theresa Smith 11/12/25
Contract Development and Control 26 11-12-25
11-12-25 TW

B. Legal Sufficiency:

Blasuthe 11/13/25
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

SUBRECIPIENT AGREEMENT

This Agreement is made as of 2nd day of December, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Catholic Charities of the Diocese of Palm Beach, Inc., hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-2470479.

WHEREAS, the COUNTY has entered into Agreement No. LP027 with the Department of Children and Families (DCF) and the Division of Human Services and Community Action (HSCA) is designated RECIPIENT of DCF Homeless Prevention Grant program funding in Palm Beach County; and

WHEREAS, the AGENCY has proposed providing certain services for Temporary Assistance for Needy Families (TANF); and

WHEREAS, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 FUNDED SERVICES

The AGENCY agrees to provide TANF services to residents of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A** and **EXHIBIT G - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of Palm Beach County Community Services Department (the DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the provisions of the Agreement, including **EXHIBIT A, EXHIBIT B - UNIT OF SERVICE AND DEFINITIONS** and **EXHIBIT G**;

and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The term of this Agreement shall be for nine (9) months, starting October 1, 2025 ending on June 30, 2026, (initial term), with two (2) one (1) year options for renewal at the COUNTY'S sole discretion based on availability of DCF funding and AGENCY's performance.

The parties shall amend this Agreement if there is a change to the Scope of Work/Implementation Plan, funding, and/or federal, state, and local laws or policies affecting this Agreement.

Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, and EXHIBIT G.**

ARTICLE 5 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **THIRTY-ONE THOUSAND FIVE HUNDRED SEVENTY-FOUR AND ZERO CENTS (\$31,574.00)** for the period of October 1, 2025 through June 30, 2026.

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement year are set forth in **EXHIBIT B**. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted by AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or

under more than one COUNTY funded program.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with Palm Beach County, agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 6 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent grant year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners (BCC) of Palm Beach County, and received from DCF.

ARTICLE 7 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the

Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 9 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and

obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

Palm Beach County Board of County Commissioners
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 10 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds that the COUNTY is obligated to refund the Federal Government based on the AGENCY'S provision of services, or failure to provide services, pursuant to this Agreement. The AGENCY also agrees that funds made available pursuant to this Agreement shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 11 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 12 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is

presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with a policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 13 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover which could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. All of the AGENCY'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 14 SUBCONTRACTING

Contingent on prior approval by DCF via **EXHIBIT L - DEPARTMENT OF CHILDREN AND FAMILIES SUBCONTRACTING REQUEST FORM**, the COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the

COUNTY.

ARTICLE 15 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered a default of the Contract.

As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the AGENCY from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 16 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 17 HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the Agreement must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, AGENCY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 18 AGENCY'S PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the Agency's Programmatic Requirements contained in **EXHIBIT G** and **EXHIBIT J - CERTIFICATION REGARDING LOBBYING BYRD ANTI-LOBBYING AMENDMENT**, attached hereto and incorporated herein by reference.

ARTICLE 19 ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Agreement, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents at the AGENCY's place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

The AGENCY will provide a final close-out report and Financial Reconciliation Statement as set forth in **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder no later than 30 days from the Agreement end date.

The AGENCY shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.650, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-128 for the purposes of auditing and monitoring the funds awarded under this Agreement.

- a. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts and grant revenue by sponsoring agency and contract/grant number. The complete financial audit report, including all items specified herein, shall be sent directly to:

Fiscal Manager
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, Florida 33401

Electronic submission via email is acceptable. Please submit audit reports to the Fiscal Manager and Financial Analyst at teaton@pbcgov.org.

- c. The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.
- d. The audit is due within (9) months after the end of the AGENCY'S fiscal year.
- e. AGENCY is required to provide COUNTY with a copy of all grant audits and monitoring reports by other funding entities.
- f. AGENCY shall establish policies and procedures and provide a statement, noting that the accounting system or systems established by the AGENCY have appropriate internal controls verifying the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 20 CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 21 DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.
- D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

ARTICLE 22 AMERICANS WITH DISABILITIES ACT (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 23 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The AGENCY does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this Agreement.

ARTICLE 24 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by sections 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement. The AGENCY agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Agreement that have been created as a part of the AGENCY'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the AGENCY, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of Agreement with the COUNTY or the AGENCY, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by

the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Palm Beach County Code 2-421 through 2- 440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the AGENCY or without cause upon ten (10) business days' written notice to the AGENCY. Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- ♦ Stop work on the date and to the extent specified.
- ♦ Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- ♦ Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- ♦ Continue and complete all parts of the work that have not been terminated.

In the event the grant to the COUNTY under the DCF Program is suspended or terminated, this Agreement shall be immediately terminated effective on the date DCF notifies the COUNTY of the suspension or termination.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATION OF WORK

The COUNTY reserves the right to make changes in scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the scope of work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to the Agreement and the AGENCY shall not commence work on any such change until such written Amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail - return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director, Housing / Homelessness
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

and if sent to the AGENCY, shall be mailed to:

Ellen T. Wayne, CEO
Catholic Charities of the Diocese of Palm Beach, Inc.
100 W. 20th Street
Riviera Beach, Florida 33404

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and

objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 2 C.F.R. 200.317-327 - Procurement Standards.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective AGENCY official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

The AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and subagency that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to sections 215.4725, Florida Statutes. Pursuant to sections 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than \$1 million: As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subagencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to sections 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section

119.011(2) Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561- 355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013- 1470 and R2015-

0572, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJI Facilities pursuant to the Ordinance and Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 37 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 38 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 39 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the Discriminatory Vendor List may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a

vendor, supplier, subcontractor, or agency under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 40 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Agreement.

ARTICLE 41 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 42 DEBARMENT AND SUSPENSION

A completed **EXHIBIT K - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** is required at time of Agreement execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement

award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).

The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the AGENCY did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

ARTICLE 43 FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (SAM) found at www.sam.gov, which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 44 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

AGENCY acknowledges that 31 U.S.C. Chapter 38 - Administrative Remedies for False Claims and Statements applies to the AGENCY'S actions pertaining to this Agreement.

ARTICLE 45 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

AGENCY acknowledges that it must comply with 31 U.S.C. § 3729 - The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from an agency or subcontractor under the Agreement.

ARTICLE 46 REGULATIONS

The AGENCY shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, and any other applicable federal requirements now in effect or imposed in the future.

ARTICLE 47 E-VERIFY - EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its Agreement with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 48 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 49 INCORPORATION OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES CONTRACT

EXHIBIT I, which is the Contract LP027 between the COUNTY and DCF, is attached hereto and incorporated herein by reference.

ARTICLE 50 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **Exhibit H**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 51 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 52 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Michael A. Caruso
Clerk of the Circuit Court & Comptroller
Palm Beach County

PALM BEACH COUNTY, FLORIDA, a Political
Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Sara Baxter, Mayor

AGENCY:
Catholic Charities of the Diocese of Palm
Beach, Inc.

BY: _____
Authorized Signature

Ellen T. Wayne, Ed.D., CEO
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: _____
Assistant County Attorney

Initial
JBR

BY: _____
Department Director

DocuSigned by:
Tanina Mallotra
1459E4101F1049C...

EXHIBIT A

**Challenge Grant / Temporary Assistance for Needy Families (TANF)
SCOPE OF WORK**

THE AGENCY AGREES TO:

BACKGROUND INFORMATION:

This contract complies with section 420.622(4), Florida Statutes and in accordance with the Application to the Florida Department of Children and Families.

DESCRIPTION OF SERVICES FOR Catholic Charities of the Diocese of Palm Beach, Inc.: A-1 Service Tasks

The goal of this project is to provide assistance to homeless and at risk homeless households. This would serve a minimum of 8 households with financial assistance to pay their rent/mortgage and utilities that are past due because of unforeseen circumstances, such as job loss or sudden illness to stabilize individuals/families in their existing home, while at the same time, address any mitigating factors that may have contributed to their need for assistance in preventing homelessness. The services will be provided through the program's central office located at Catholic Charities' St. Francis Center in Riviera Beach and a second office located in Pahokee. Services will include in-depth case management and follow-up calls. The program will collaborate with all local, state and federal agencies serving the community.

B-2 Administrative Tasks

The Provider must submit an itemized invoice by expenditure category (salaries, travel, expenses, etc.) which includes any and all subcontractor of services under this contract along with required documentation of all expenses for **COST REIMBURSEMENT** activities.

Each Provider is required to maintain, or submit 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.

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

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's salary need to directly be attributed to grant related duties. If the grant specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

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.

Service Delivery Documentation: The Provider 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 contract may be withheld until the evaluation and reports due from the Provider, and adjustments thereto have been received and approved by the Department. Agency will maintain sufficient and appropriate staff to deliver the proposed services reflected in the grant agreement. Agency shall maintain an adequate administrative organizational structure and support staff to conduct its contractual responsibility, including intake and evaluation of applications for assistance and case management of client's receiving assistance. Agency shall replace any employee, whose continual presence would be detrimental to the success of the project, as may be

determined by the County.

Requirements:

- Check the Online System for Community Access to Resources and Social Services (OSCARSS) application process when determining eligibility for individuals/households.
- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Accept referrals from Palm Beach County Community Services Department (CSD).

GENERAL DESCRIPTION:

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

This contract is funded through the TANF (Temporary Assistance for Needy Families) Homelessness Prevention Grant program, pursuant to section 414.161, Florida Statutes, for families with minor children who are at risk of losing their housing and becoming homeless due to a financial or other crisis. The grant assistance may be used to pay past due rent, mortgage or utility bills for up to four (4) months of bills, and program administration costs not to exceed three (3) percent of the grant award. To be eligible for assistance under this grant, a household consists of a family that resides in Florida; has at least one household member who is a United States citizen or a lawful permanent resident; has a minor child living in the household full-time; and has a household income less than two-hundred percent (200%) of the federal poverty level as annually published by the U.S. Department of Health and Human Services (HHS). The adult who applies for the grant assistance with the CoC must be the parent or guardian of the minor child residing in the household. The family's housing emergency shall be the result of a financial or other crisis and documented by the Provider or its subcontractor(s). Applicable definitions for services under TANF are found in Section 414.0252, Florida Statutes.

To be eligible for assistance under this grant, a household consists of a family that resides in Florida

Administrative Tasks

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. 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. 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. **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.

Service Tasks-TANF

The purpose of the TANF Homelessness Prevention Grant is to assist eligible families 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. Households (families) consist of a family that resides in Florida; has at least one household member that is a United States Citizen or lawful permanent resident; has a minor child living in the household full-time and has a household income less than two-hundred percent (200%) of the Federal Poverty Level as annually published by the US Department of Health and Human Services (HHS). The adult who applies for assistance must be the parent or guardian of the minor child residing in the household. The family's housing emergency shall be the result of a financial or other crisis and documented by the Agency.

Each recipient of grant funding from the TANF Homelessness Prevention Grant must complete the following tasks:

A-1Case Management - The Agency shall provide case managers for the delivery of case management services, including the

determination of eligibility, to assist families as outlined in the family case plan:

- The family's case plan shall set forth costs that will be covered by the grant, as well as the total dollar amount of assistance to be provided to the family.
- The case plan shall spell out the family's goal for housing stability, the anticipated date the case plan will be completed, the type of assistance to be delivered to the family, and the Provider's schedule for monitoring the family's housing stability following the cessation of grant assistance, whether the family was able to avoid becoming homeless, and whether the family remained in permanent housing.

A-3 Emergency Financial Assistance - The Provider shall provide emergency financial assistance to families at risk of homelessness, through assistance with past due rent, mortgage, and utility payments. The amount of financial assistance necessary to prevent homelessness shall be supported by a late notice or intent to evict from the landlord or a late notice from the mortgage company, or a past due bill or intent to disconnect notice from the utility company, documenting services to the applicant's address, in a household member's name, and an amount owed. The notice must include the name and address of the landlord, mortgage, or utility company where the payment should be mailed.

A-4 Family Monitoring - The Provider shall track, monitor, and report on each family assisted for at least twelve (12) months after the date of last assistance is provided to the family.

A-5 Case File- The Provider shall develop, maintain, and retain a case file on each family applying for assistance. The case file shall contain all information necessary to determine the eligibility of the family, and shall also include, but is not limited to the following:

- An eligibility determination;
- Case Plan for persons assisted;
- Documentation of household income and size;
- Documentation of emergency financial assistance provided to the family;
- Documentation of how often the family has applied for and received assistance, including the limit on the number of times the family may be assisted; and
- Documentation of monitoring of the family and the housing outcome achieved.

A-6 Additional Responsibilities - In addition, the Provider shall:

- Develop and utilize an application for all persons seeking assistance. At a minimum, the application must identify all household members, the amount and type of assistance sought, and the date of the request for assistance.
- Enter information on each family assisted into the local HMIS;
- Set a maximum per family assistance amount;

Past Due Rent or Mortgage Assistance- Eligible households may receive a maximum of 4 months of past due rent or mortgage assistance or financial support for past due rent or mortgage assistance not to exceed \$ 5000.00.

Past Due Utility Assistance - Eligible households may receive a maximum of 4 months of past due utility assistance or financial support for past due utility assistance not to exceed \$1000.00.

Report Title	Reporting Frequency	Report Due Date	Personnel to Receive Reports	Additional Notes
Invoice & Match Report (for each applicable funding stream)	Monthly	1 st of each month following the delivery of services, or next business day if the 1 st falls on a Saturday, Sunday, or holiday	Contract Manager	ATTACHMENTS F4
Roll-up Report (for each applicable cost-reimbursement funding stream)	Monthly	1 st of each month following the delivery of services, or next business day if the 1 st falls on a Saturday, Sunday, or holiday	Contract Manager	ATTACHMENTS F4.1

Back-up Documentation (for each applicable cost-reimbursement funding stream)	Monthly	1 st of each month following the delivery of services, or next business day if the 1 st falls on a Saturday, Sunday, or holiday	Contract Manager	See ATTACHMENT E4 TANF Grant backup documentation
Monthly Status Report (for each applicable funding stream) Monthly (cover memo)	Monthly	1 st of each month following the delivery of services, or next business day if the 1 st falls on a Saturday, Sunday, or holiday	Contract Manager	ATTACHMENT D
HMIS Consolidated Annual Performance and Evaluation Report (CAPER)	Quarterly	October 1 st January 1 st April 1 st July 1 st	Contract Manager	Files must be submitted for each Activity in zipped .csv files
Employment Screening Attestation	Annually	July 10th	Contract Manager	As required by Exhibit A Special Provisions Section 6 of this contract

ATTACHMENT A -UNIFIED HOMELESSNESS CONTRACT REPORTING SCHEDULE

Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant- The applicability of this section is identified in section 8-1.4.of this Contract. Each month, the Provider shall provide eligible homelessness prevention and/or case management services to the geographic area.

TANF Homelessness Prevention Activities - The TANF Homelessness Prevention Projects will serve a minimum of eight (8) households annually.

Fiscal Year	FY25-26
Total	8

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

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 ATTACHMENT D shall be made independently using the Monthly Status Report identified in ATTACHMENT D. 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 ATTACHMENT D, 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.

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:

- 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 fast date of assistance provided.
- 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.
- **Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** - The applicability of this section is identified in section B-1.4. 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 Attachment E4.

Minimum Service Target	Reporting / Monitoring Frequency
TANF Homelessness Prevention Activities-The TANF Homelessness Prevention Projects will serve a minimum number of individuals and households, as identified in section D-2.4.1. (Monthly) and section D-3.4.1.(Annual).	100% of individuals and 100% of households served by TANF Homelessness Prevention Activities on an annual basis
TANF Case Management Activities- The TANF Case Management Projects will serve a minimum number of individuals and households, as identified in section D-2.4.2. (Monthly) and section D-3.4.2. (Annual).	100% of individuals and 100% of households served by TANF Case Management Activities on an annual basis

SPECIAL PROVISIONS

1. Mandatory Reporting Requirements

The AGENCY and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the AGENCY, providing services in connection with this contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety

of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the Department's Office of the Inspector General by completing a Notification/Investigation Request (form CF1934) and emailing the request to the Office of the Inspector General at ig_complaints@dcf.state.fl.us. The AGENCY may also mail the completed form to the Office of the Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

2. Employment Eligibility Verification

(a) **Definitions.** As used in this clause—

- (1) "Employee assigned to the contract" means all persons employed during the contract term by the AGENCY to perform work pursuant to this contract within the United States and its territories, and all persons (including Subcontractors) assigned by the AGENCY to perform work pursuant to the contract with the Department.
- (2) "Subcontract" means any contract entered into by a Subcontractor to furnish supplies or services for performance of a prime contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- (3) "Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime AGENCY or another Subcontractor.

(b) **Enrollment and verification requirements.**

- (1) The AGENCY shall—
 - (i) **Enroll.** Enroll as an AGENCY in the E-Verify program within 30 calendar days of contract award
 - (ii) **Verify all new employees.** Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the AGENCY to perform work pursuant to the contract with the Department shall be verified as employment eligible within three (3) business days after the date of hire; and
- (2) The AGENCY shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the AGENCY's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment.
 - (ii) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the AGENCY is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the AGENCY, then the AGENCY must reenroll in E-Verify.
- (c) **Web site.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the DHS web site: <http://www.dhs.gov/E-Verify>.
- (d) **Individuals previously verified.** The AGENCY is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the AGENCY through the E-Verify program.
- (e) **Individuals performing work prior to the E-verify requirement.** Employees assigned to and performing work pursuant to this contract prior to February 04, 2011, do not require employment eligibility verification through E-verify.
- (f) **Evidence.** Evidence of the use of the E-Verify system will be maintained in the employee's personnel file.

- (g) **Subcontracts.** The AGENCY shall include the requirements of this clause, including this paragraph (g) (appropriately modified for identification of the parties), in each subcontract.

3. Represents and Warrants

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

4. Health Insurance Portability and Accountability Act.

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

5. Support to the Deaf or Hard of Hearing

The AGENCY shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 795, as implemented by 45 C.F.R. Part 84, the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 as implemented by 28 C.F.R. Part 35. The AGENCY will have direct service employees complete the online training: Serving our Customers who are Deaf or Hard of Hearing and sign the Attestation of Understanding. Link is listed below:

<http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/training>

Direct service employees will print their certificate of completion, attach it to their Attestation of Understanding and maintain a copy in their personnel file. Agency will submit monthly log by the 10th of day of each month.

6. Employee Screening

As described in CFOP 60-25 Chapter 2, as a condition of initial and continued employment, the Agency shall ensure all staff, whether employees, or independent contractors, are screened by the Department in accordance with chapter 435, FS are of good moral character and meet the level 2 Employment Screening Standards in §§435.04, 110.1127, and 39.001(2), FS including:

- Employment history checks
- Fingerprinting for all criminal record checks
- Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE)
- Federal criminal records checks for the Federal Bureau of Investigation, via the FDLE
- Security background investigation which may include criminal record checks by local law enforcement agencies; and
- Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435, F.S and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.
- The Agency shall sign the DCF Employment Screening Affidavit each State fiscal year (no two such affidavits will be signed more than 13 months apart) for the term of this contract stating that all required staff have been screened or the Agency is awaiting the results of the screening.
- The DCF requires the use of the OIG's Request for Reference Check (Form CF 774) stating: "As a part of the screening of an applicant being considered for appointment to a career service, selected exempt services, senior management, or OPS with the Department of Children and Families or employed with a contract or subcontract provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. The request will be made only on the individual that is being recommended to be hired for the position, if that individual has previously worked for DCF or a contract or service provider or if that individual is being promoted, transferred or demoted within DCF or a contract or subcontract provider"

THE COUNTY AGREES TO:

- A. Provide up to **\$31,574** in Grant Year 25-26 funding for the following budget line items to be expended no later than June 30, 2026:

Budget Line Item Description	Amount
TANF-Homeless Prevention	
Rental/Mortgage and Utilities Assistance	\$27,469
Case Management	\$3,157
Administrative	\$947
Total	\$31,574

- B. Provide technical assistance to ensure compliance with DEPARTMENT, DCF, and applicable State, Federal, County and Local regulations and this contract.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. Monitor the AGENCY at any time during the term of this contract. Visits may be scheduled or unscheduled as determined by DEPARTMENT. Visits may be conducted by DEPARTMENT staff, or its contractor, to ensure compliance with DCF regulations and this contract, to ensure that planned activities are conducted in a timely manner, and to verify the accuracy of AGENCY’S reporting to DEPARTMENT on program activities.

ATTACHMENT C - CHALLENGE GRANT MONTHLY STATUS REPORT

Catholic Charities	Provider Name	Monthly Status Report	
Palm Beach Board of County Commissioners	Provider Name		
	Contract#		Month of Services
ATTESTATION: 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.			
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				
Remaining Stably Housed	3 months	6 months	9 months	12 months
Total Individuals Housed by Challenge Grant Funding				
Individuals Remaining Stably Housed by Challenge Grant Funding				
Percentage Remaining Housed by Challenge Grant Funding				

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ATTACHMENT D-TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) HOMELESSNESS
PREVENTION GRANT MONTHLY STATUS REPORT

Catholic Charities	Provider Name	Monthly Status Report
Palm Beach Board of County Commissioners		
	Contract#	Month of Services
ATTESTATION: 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.		
Name & Title of Agency Official		Date

TANF Homelessness Prevention Grant Deliverables (minimum monthly deliverable for activity= households/individuals)			Financial Assistance	Case Management
Total Individuals Served by Activity (Monthly)				
Total Households Served by Activity (Monthly)				
Total Individuals Served by Activity (Year to Date)				
Total Households Served by Activity (Year to Date)				
TANF Homelessness Prevention Grant Output Measures			Financial Assistance	Case Management
New Individuals Served this Month				
Individuals with Increased Income (benefits)				
Individuals with Increased Income (employment)				
Average Financial Assistance Provided				
Remaining Stably Housed	3 months	6 months	9months	12 months
Total Individuals Housed by TANF Grant Funding				
Individuals Remaining Stably Housed by TANF Grant Funding				
Percentage Remaining Housed by TANF Grant Funding				

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ATTACHMENT E2 – CHALLENGE GRANT BACK-UP DOCUMENTATION REQUIREMENTS

The applicability of this section is identified in section 8-1.2. 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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Office on Homelessness
United Homelessness Contract
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.A. 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 scored by Monthly Deliverables identified in section D-2.A. of the Contract. TANF Homelessness Prevention Grant activities must provide a detailed expenditure report by subcontractor.

TANF Homelessness Prevention Grant Financial Assistance Activities

- Prevention Rented/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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ATTACHMENT F2 – CHALLENGE GRANT INVOICE & MATCH REPORT

CHALLENGE GRANT			FEID #				
Contract #							
Invoice #							
Invoice Period							
For Use by Provider							
Org Code	Description	Deliverable	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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ATTACHMENT F2.1 – CHALLENGE GRANT ROLL-UP REPORT

Provider Name
Contract Number
Month of Services

Housing 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					\$

Program 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					\$

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	\$
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ATTACHMENT F4 – TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)
HOMELESSNESS PREVENTION GRANT INVOICE & MATCH REPORT

TANF HOMELESSNESS PREVENTION GRANT					FEID #		
Contract #		Provider Name					
Invoice #							
Invoice Period		Address					
For Use by Provider							
Org Code	Description	Deliverables	Served Month	Approved Budget	Payment Amount	Previous Payment(s) Total	Balance After This Payment
60303041209	Financial Assistance	Individual					
		Household					
60303042209	Case Management	Individual					
		Household					
60303043209	Admin						
	Total						
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	HPG00	Object	780000	Contract Manager Signature			
EO	H6	Category	100550				

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

Provider Name
Contract Number
Month of Services

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				\$

EXHIBIT B

UNIT OF SERVICE RATE AND DEFINITIONS

THE COUNTY AGREES TO:

Provide up to **\$31,574.00** in Grant Year 25-26 funding for the following budget line items to be expended no later than June 30, 2026:

Budget Line Item Description	Amount
TANF-Homeless Prevention	
Rental/Mortgage and Utilities Assistance	\$27,469
Case Management	\$3,157
Administrative	\$947
Total	\$31,574.00

Eligible unit cost reimbursement requests shall align closely to the actual cost of services incurred by AGENCY directly in connection with AGENCY'S performance of its duties and scope of work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds. The backup documentation –copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT will be reviewed during desk audits and on-site monitoring. AGENCY shall request reimbursement for justifiable expenses only if the expenses exceed all reimbursed revenues provided to AGENCY pursuant to this Agreement.

The AGENCY is allowed to expend up funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in **EXHIBIT G – Agency's Programmatic Requirements** of this Agreement.

EXHIBIT C

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") [Contract Number] effective _____, 202_, for ____[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%)

OR

☐ There were under expenditures in the amount of \$ _____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____[date]; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

Signature

Date

Print Name

EXHIBIT D

CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

Catholic Worker Diocese of Palm Beach

AGENCY NAME

[Signature]

Authorized Representative

10/22/25

Date

Attachments:

- a. Statement of Cash flows
- b. Statement of Activities
- c. Statement of Financial Position

EXHIBIT E



COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form



Agency / Program: _____

Date Incident Occurred: _____

Person Completing Form: _____

Date of Report: _____

Email address (Optional): _____

Phone #: _____

Method of Communication: (Please check the appropriate box)

- ☐ Drop Off
- ☐ Standard Mail
- ☐ Secured Line
- ☐ Certified Mail
- ☐ Encrypted Email

Incidents Reported: (Please check the appropriate box)

- Timeline to notify County— Incidents related to Children should be notified between 2-4 hours.
 - ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
 - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
 - ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- Timeline to notify County— Incidents related to Adults should be notified between 4-8 hours.
 - ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
 - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
 - ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- Timeline to notify County— within 14 business days.
 - ☐ Resignation/Termination of CEO, President, or CFO
 - ☐ Resignation/Termination of key funded staff
 - ☐ Program funded staff vacancy over 90 days
 - ☐ Loss of funding from another Funder that could impact services
 - ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
 - ☐ Other (issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

Will there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

Individual Completing Report: Print Name _____ Position / Title _____

Individual Completing Report: Signature _____ Date _____

EXHIBIT F

USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in Facilities/Office Space article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.
2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Contract/Agreement and this exhibit without the prior written approval of the Director of the COUNTY'S Department of Facilities Development & Operations.
3. **Improvements, Maintenance, Repairs and Utilities:** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at COUNTY'S sole cost and expense; provided however, in the event the AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.
4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.
5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Contract/Agreement and for purposes of inspection of the Premises generally.
6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Contract/Agreement, the rights to use COUNTY property granted to the AGENCY in this Contract/Agreement and this exhibit amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this Contract/Agreement and this exhibit shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

8. **Indemnity:** To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Contract/Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in section 768.28, Florida Statutes.

EXHIBIT G

AGENCY'S PROGRAMMATIC REQUIREMENTS

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Agreement and may result in termination of this Agreement.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

AGENCY shall maintain separate financial records for Agreement funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Cost allocations are to be completed and posted to the general ledger on a monthly basis. The backup documentation - copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT - will be requested as desk and/or on-site monitoring on a periodic basis. The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in **EXHIBIT C**, accounting for all funds expended hereunder no later than 30 days from the Agreement end date.

1. The AGENCY shall submit quarterly the **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT** along with the following financial statements:
 - Statement of Cash Flows
 - Statement of Activities
 - Statement of Financial Position
2. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one agency fiscal year, and have provided services for at least six months. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses.
3. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or for any reason deemed to have been spent on ineligible expenses.
4. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
5. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated except as authorized by statute during the Agreement period or thereafter.
6. AGENCY shall allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in **EXHIBIT A – SCOPE OF WORK** and **EXHIBIT B – UNIT RATE AND DEFINITIONS** are adhered to. By the tenth of each month, documentation of all monthly expenditures must be submitted to the DEPARTMENT for programmatic desk audit purposes only. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Outcomes will be reviewed every month and reported on **EXHIBIT A**. The DEPARTMENT staff will utilize and review other funders' licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

Agencies receiving COUNTY funds to serve persons experiencing homelessness agree to be an approved user in the community's Client Management Information System (CMIS) and to execute the necessary Partner and User Contracts and shall fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

7. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by this Agreement or as required by law.

8. Disclosure of Incidents:

AGENCY shall inform COUNTY, by telephone and email to the Division of Human Services staff, to be followed by submission of a completed **EXHIBIT E – COMMUNITY SERVICES DEPARTMENT INCIDENT NOTIFICATION FORM**, of a major or critical incident as defined below. AGENCY shall document a major or critical incident defined as any unplanned event, resulting in or having the distinct potential of seriously or negatively impacting the health, safety, welfare, public trust or media coverage of a certified center, program participant, staff, volunteer, visitor, or center facility, in accordance with DCF's Program Standards, which includes:

- a. Altercation - Any incident resulting in a serious injury that requires medical treatment by a licensed health care professional due to a physical altercation between two or more participants, or their dependents; or between one or more participant, their dependent, an employee, or a volunteer.
- b. Closure or relocation of Facility (**Immediate Reporting**) – Any act in which the AGENCY facility must close for five hours duration or longer. For any facility closed for more than seventy-two (72) hours, a service provision plan must be submitted on AGENCY'S Closure of Facility reporting form.
- c. Communicable Disease (**Immediate Reporting**) – Any outbreak of a communicable disease in the AGENCY'S facility that requires a quarantine order or implementation of control procedures required by the State Health Officer or county health department.
- d. Death (**Immediate Reporting**) – Any incident that involves the death of participant or their dependent that occurs while in residence at the AGENCY'S funded program, or any incident that involves the death of an employee or a volunteer while on center property or working in other venue on behalf of the AGENCY.
- e. Embezzlement – Theft/larceny of center assets (money or property) by any AGENCY staff member or volunteer.
- f. Media Inquiry (**Immediate Reporting**) – Any action by a program participant, their dependent, an employee, or a volunteer that results in an adverse/negative inquiry by public media, the Legislature, or the Office of the Governor.
- g. Sexual Battery (**Immediate Reporting**) – Any incident resulting in a participant alleging sexual battery by another participant, employee, or volunteer while residing at the AGENCY'S facility or while receiving outreach services.
- h. Serious Injury/Illness (**Immediate Reporting**) – Any incident resulting in a serious injury or illness that requires the response of law enforcement, emergency medical services, paramedics, or firefighters and is a result of conditions at the center that pose a serious risk of imminent harm to the health or safety of participants.

9. AGENCY shall have an approved Succession Plan indicating how they will communicate to the DEPARTMENT if Key Personnel, staff who are directly linked to the funded program, or Senior

Management plans to leave the AGENCY, and provide an action plan and timeline for replacement of these individuals.

10. AGENCY shall notify DEPARTMENT through an Incident Notification Process and follow up with **EXHIBIT E** within five (5) business days of the following:
 - Resignation/Termination of CEO, President and/or CFO.
 - Resignation/Termination of Key funded staff.
 - DEPARTMENT-Funded Staff vacancy position over 90 days.
 - Loss of funding from another Funder that could impact service delivery.
 - New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages)
 - Inability to have three (3) month's cash flow on hand
 - Temporary interruption of service delivery due to emergency, natural or unnatural disaster.
 - Other incidents that may occur unexpectedly and are not covered above.
11. AGENCY shall provide a roster of its Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.
12. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This needs to be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.
13. AGENCY Engagement

The DEPARTMENT and COUNTY rely on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the AGENCY or program funded under this Agreement, the DEPARTMENT, and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:



Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the DEPARTMENT'S website at

<http://discover.pbcgov.org/communityservices/Pages/default.aspx>

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

- Display the DEPARTMENT and COUNTY logo on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc.,

describing or referring to a program or service funded by the DEPARTMENT and COUNTY according to the guidelines. The logos are on the DEPARTMENT'S website at: <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx>.

Specific Activities – Recommended:

- ♦ Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible; and
 - ♦ Notify the DEPARTMENT's staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels; and
 - ♦ Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder; and
 - ♦ Display the DEPARTMENT and COUNTY logo according to this posted guideline <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>; and
 - ♦ Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in. AGENCY should maintain in their file proof that clients served came through the Coordinated Entry System.
14. AGENCY shall maintain its status as a member in good standing of the Palm Beach County Homeless and Housing Alliance (HHA). To qualify as a member in good standing of the HHA, AGENCY shall meet the HHA's attendance requirements – 60 percent (%) attendance at the general HHA meetings and 70 percent (%) attendance at the subcommittee meetings, as defined in the HHA Bylaws, Article 3, Section 2, which can be found at www.hhapbc.org.
 15. AGENCIES that are not current members of HHA must join the HHA and attend the new member orientation within the first 3 months of this Agreement and maintain a certificate of their completed training.
 16. AGENCY must enter all programmatic data into the Client Management Information System (CMIS).
 17. AGENCIES that are not currently using CMIS must attend CMIS training within one month of this Agreement award.
 18. AGENCY programs must comply with HHA program standards, coordinated entry and prioritization process.
 19. AGENCY shall submit annually or on a periodic basis to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.
 20. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to:
 - Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational Interviewing (MI) training;
 - AGENCY can obtain a list of training resources on the FAA webpage.
 21. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is

necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Agreement and may result in termination of this Agreement.

22. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:
 - a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
 - b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm Beach County.
23. Agencies that are serving eligible clients/households must:
 - a. Check Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
 - b. If applicable, process all client rental assistance (first, last, security, and/or monthly), and utility assistance payments will be made through CSD's OSCARSS system;
 - c. Enroll client(s)/household(s) into HMIS, and document all service(s) provided;
 - d. Use the Resource and Referral Portal to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
 - e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
 - f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Catholic Charities Diocese of Palm Beach
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.



(Signature of Officer or Representative)

Ellen T. Wayne

(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 2nd day of October, 2025, by Ellen T. Wayne.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.



NOTARY PUBLIC (Signature)

My Commission Expires:
State of Florida at large



KAREN ROJAS
Notary Public
State of Florida
Comm# HH444602
Expires 9/14/2027

(Notary Seal)

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT

Contract Number: LP027

ALN Number(s): 93.558

CSFA Number(s): 60,014, 60.021

Services: ☒ Client ☒ Non-Client

Type: ☒ Subrecipient ☐ Contractor

Funds: ☒ Federal ☒ State

THIS CONTRACT is entered into between the State of Florida, Department of Children and Families, (Department) and Palm Beach County Board of County Commissioners, (Provider). The Department and the Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The Department is engaging the Provider to facilitate the operation of the Continuum of Care (CoC) and further assist local communities through planning, coordinating, and monitoring the delivery of services to persons who are homeless or at risk of homeless, or supporting and monitoring organizations and shelters performing the same activities, within the CoC service area through the effective operation of several grant programs, as further identified in this Contract, with payment as provided in Section 3, in an amount not to exceed \$3,276,202.83 (Contract Amount).

1.2. Effective and End Date

This Contract shall be effective July 1, 2025 or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on July 1, 2025 or the Effective Date of this Contract, whichever is later, and shall end at midnight, Eastern time, on June 30, 2028 (End Date), subject to the survival of terms provisions of 7.4. Any earlier termination of this Contract amends the End Date. This Contract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

1.3. Official Payee and Party Representatives

The name, address, telephone number and e-mail address of the Department and the Provider's representatives for this Contract are as follows:

1.3.1.	Provider: Official Payee	1.3.2.	Provider: Financial & Administrative Records
Name:	Palm Beach County Board of County Commissioners	Name:	Palm Beach County Financial Department
Address:	810 Datura St.	Address:	301 North Olive Avenue
City:	West Palm Beach	City:	West Palm Beach
State	FL	State:	FL
Zip:	33401	Zip:	33401
Phone:	561-355-4775	Phone:	(407) 893-0133
Ext.:	N/A	Ext.:	N/A
E-mail:	wtippett@pbcgov.org	E-mail:	
1.3.3.	Provider: Program Administrator & Primary Point of Contact	1.3.4.	Department: Contract Manager & Primary Point of Contact
Name:	Jean Marie Moore	Name:	Megan Raulerson
Address:	810 Datura St.	Address:	2415 N Monroe St
City:	West Palm Beach	City:	Tallahassee

1.4. Notices

Unless stated otherwise, Notices between the Provider and the Department regarding this Contract shall be in writing and directed to the Contract Manager or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the Department. Notices will be deemed received upon actual receipt.

1.5. Contract Document

1.5.1. The headings contained in this Contract are for reference purposes only and shall not affect the meaning of this Contract.

1.5.2. Any telephone numbers and hyperlinks in this Contract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Contract.

1.5.3. In this Contract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.

1.5.4. The terms and conditions set forth in this Contract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

1.6. Contract Composition

1.6.1. This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

1.6.1.1. Exhibits A through F5.1;

1.6.1.2. Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.6.1.3. Part 1 of this Contract, including Standard Contract Definitions, located at: <https://www.myflfamilies.com/general-information/contracted-client-services/library>;

1.6.1.4. Attachments 1 through N/A;

1.6.1.5. PUR 1000 Form, located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms; and

1.6.1.6. Any incorporated attachments submitted by the Provider.

1.6.2. Notwithstanding the order of precedence indicated, for purchases based on a state term contract or an enterprise alternative contract source procured for state agency use by the Department of Management Services, the terms of the underlying state term contract or Department of Management Services enterprise alternative contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term contract or alternative contract source agreement the "Customer" is explicitly authorized to vary the

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terms to the State's detriment.

1.7. MyFloridaMarketPlace Transaction Fee

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

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under **Section 3** will be equitably adjusted by the Department to the extent it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1. Scope of Work

The Scope of Work is described in **Exhibit B**.

2.2. Task List

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

2.3. Deliverables

The deliverables are described in **Exhibit D**.

2.4. Performance Measures

To avoid contract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in **Exhibit E**, regardless of any other performance measures in this Contract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the Department may delay or deny payment for deliverables and also apply financial consequences.

3. PAYMENT, INVOICE AND RELATED TERMS

The Department pays 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 this Contract Amount, 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 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 §215.422, F.S., the Department has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. The Department determination of acceptable services shall be conclusive. The 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 40 days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a

separate interest penalty as described in §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 invoices for payment, including any permitted travel expenses in this Contract, in accordance with §287.058(1)(a) – (b), F.S.

3.3.2. The Department will not pay any invoice for payment received more than 30 days after this Contract ends or is terminated. Any payment due 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, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in **6.1**. Other financial consequences directly related to the deliverables under this Contract are defined in **Exhibit F**. The foregoing does not limit the Department's use of additional financial consequences, including refusing to make 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 this Contract so provides, or termination of this Contract per **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 erroneous, is immediately due as an overpayment in accordance with **3.5**, to the extent of such error.

3.5. Overpayments and Offsets

The Provider shall return erroneous payments, overpayments, or payments disallowed by this Contract (including payments made for services subsequently determined by the Department to not be in full compliance with this Contract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 40 days after discovery by the Provider, audit, or the Department. The State or the Department may recover against such payments by deduction from subsequent payments under this or any other contract with the Provider, or any other lawful method. If this Contract involves federal or state financial assistance, the following applies: The Provider shall return to the Department unused funds, accrued interest earned, and unmatched grant funds, as detailed in the Final Financial Report, within 60 days of the End Date.

3.6. Rural Opportunities

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

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4. **GENERAL TERMS AND CONDITIONS**

4.1. **Legal Compliance**

4.1.1. The Provider shall comply with, and ensure its subcontractors, subgrantees, and others it arranges to provide deliverables comply with:

4.1.1.1. Applicable laws, rules, codes, ordinances, certifications, licensing requirements, and the Department's Children and Families Operating Procedures (CFOP);

4.1.1.2. Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this Contract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the Department's authorization, unused state financial assistance funds must be returned to the Department;

4.1.1.3. Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: <https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources>, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) within 30 days of the Effective Date and annually by the date specified in CFOP 60-16, thereafter;

4.1.1.4. For Nutritional Programs and Activities funded through the Department's Office of Economic Self-Sufficiency, the Provider and its subcontractors shall also comply with USDA Food & Nutrition Service Instruction FNS-113-1 to ensure civil rights compliance and prohibit discrimination in nutrition programs and activities;

4.1.1.5. Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment [(initial investment) x (length of time from purchase to disposal/the term of the security interest)]; and

4.1.1.6. If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:

4.1.1.6.1. The name of the issuing state agency and the applicable office or program;

4.1.1.6.2. Identifying name and number;

4.1.1.6.3. Starting and ending date;

4.1.1.6.4. Total dollar amount;

4.1.1.6.5. Purpose and the types of services provided; and

4.1.1.6.6. Name and contact information for the state agencies' Contract Manager.

4.2. **Certifications and Attestations**

4.2.1. **Common Carrier.** If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete an attestation (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

4.2.2. **Foreign Countries of Concern Prohibition.** If the Provider has access to an individual's

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Personal Identifying Information as defined in Rule 60A-1.020, F.A.C. and §501.171, F.S. the Provider and/or its subcontractors must complete an attestation (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.

4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications. Where applicable, in compliance with §287.135(5), F.S., the Provider certifies the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

4.2.4. Certification Regarding Lobbying. If this Contract contains Federal funding in excess of \$100,000, the Provider certifies clauses 4.2.4.1 – 4.2.4.3. If an Amendment to this contract causes the Federal funding to exceed \$100,000, the Provider must, prior to amendment execution, complete the Certification Regarding Lobbying form, and return it to the Contract Manager.

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

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

4.2.4.3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.3. Use of Funds for Lobbying Prohibited

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

4.5. Coercion for Labor or Services Prohibited

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider's duly authorized official

and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

4.6. Independent Contractor, Subcontracting and Assignments

4.6.1. In performing its obligations under this Contract, the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees due to performing the duties or obligations of this Contract.

4.6.2. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees are the sole responsibility of the Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.6.3. The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department. Such assignment occurring without prior approval of the Department shall be null and void.

4.6.4. The State of Florida may assign, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection.

4.6.5. Additional Terms if Subcontracting is Permitted

4.6.5.1. The Provider cannot subcontract for any of the work contemplated under this Contract without the Department's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida.

4.6.5.2. The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.6.5.3. The Provider shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

4.7. Indemnity

4.7.1. This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Provider shall indemnify the Department, where indemnification is not limited by law, as follows:

4.7.1.1. Personal Injury and Damage to Real or Tangible Personal Property. The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real

or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory provisions control.

4.7.1.2. Intellectual Property Liability. The Provider shall fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department's misuse or modification of the Provider's products or the Department's operation or use of the Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Provider shall remove the product and refund the Department the amounts paid more than a reasonable rental for past use. The State and the Department will not be liable for any royalties, or licensing fees, not included in this Contract.

4.7.1.3. Actions Related to this Contract. The Provider shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Contract, as well as for any determination arising out of or relating to this Contract that the Provider is not an independent contractor vis-a-vis the Department.

4.7.2. Subcontracts. The Provider shall include in all subcontracts and ensure all resulting contracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The Provider shall indemnify, defend, and hold harmless the State and the Department from the consequences of such a breach.

4.7.3. The indemnification requirement in 4.7.1 does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

4.7.4. Nothing in this Contract constitutes a waiver of sovereign immunity or consent by the Department, or the State, or its subdivisions to suit by third parties or an agreement by the Department, the State, or its subdivisions to indemnify any person.

4.8. Insurance

4.8.1. Workers' Compensation Insurance (WCI). To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by

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the Provider's WCI.

4.8.2. General Liability Insurance. The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Contract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the State as an additional insured for the entire length of this Contract. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.3. Cyber/Network Security and Privacy Liability Insurance. The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.4. Authorized Insurers and Documentation. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Department with a commercial self-insurance trust fund authorized under §624.462, F.S. The Provider shall provide thirty (30) calendar days written notice of cancellation of any insurance required by 4.8 to the Department. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Department, prior to this Contract execution, and provide the Department 10 days prior Notice of any cancellation or nonrenewal.

4.9. Notice of Legal Actions

The Provider shall Notice the Department within 10 days after becoming aware of potential legal actions or immediately upon notice of actual legal actions against the Provider related to services provided by this Contract, that may impact deliverables or the Department.

4.10. Intellectual Property

4.10.1. Intellectual property rights to all property created or otherwise developed as part of this Contract by the Provider (either directly or through a subcontractor) for the Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Contract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

4.10.2. A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of the Department. Only after the Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

4.10.3. Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of the Department's choice, copyrighted in the Department's name. Only if the Department

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declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.

4.10.4. Any inventions or discoveries developed during or as a result of services performed under this Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the Department of any inventions or discoveries developed or made in connection with this Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.

4.10.5. The Provider shall notify the Department of any intellectual property developed in connection with this Contract.

4.10.6. If the Provider is a member of the State University System, the Department's intellectual property rights under 4.10, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

4.11. Transition Activities

When services that are the subject of the Contract continue through another provider, or the Department, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider, or the Department. This includes the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider, or the Department, no later than the End Date and shall support the requirements for transition specified in a Department-approved Transition Plan, which the Provider shall develop in consultation with the Department.

4.12. Publicity

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

4.13. Sponsorship

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

4.14. Employee Gifts

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

the Provider's WCI.

4.8.2. General Liability Insurance. The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Contract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the State as an additional insured for the entire length of this Contract. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.3. Cyber/Network Security and Privacy Liability Insurance. The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.4. Authorized Insurers and Documentation. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Department with a commercial self-insurance trust fund authorized under §624.462, F.S. The Provider shall provide thirty (30) calendar days written notice of cancellation of any insurance required by 4.8 to the Department. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Department, prior to this Contract execution, and provide the Department 10 days prior Notice of any cancellation or nonrenewal.

4.9. Notice of Legal Actions

The Provider shall Notice the Department within 10 days after becoming aware of potential legal actions or immediately upon notice of actual legal actions against the Provider related to services provided by this Contract, that may impact deliverables or the Department.

4.10. Intellectual Property

4.10.1. Intellectual property rights to all property created or otherwise developed as part of this Contract by the Provider (either directly or through a subcontractor) for the Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Contract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

4.10.2. A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of the Department. Only after the Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

4.10.3. Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of the Department's choice, copyrighted in the Department's name. Only if the Department

worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider.”

4.17. Human Subject Research

Any human subject research under this Contract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Institutional Review Board.

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

5.1.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider shall facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

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

5.1.3. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider’s contracts and related records and documents, regardless of their form.

5.1.4. A financial and compliance audit shall be provided to the Department as specified in this Contract.

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

5.1.6. The Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2. The Provider’s Confidential Information

5.2.1. By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as “confidential” will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to §215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as “confidential”, including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.

5.2.2. Any claim by the Provider of trade secret confidentiality for any information contained in the

Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.2.2.1. The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the information, the Provider shall include information correlating the nature of the claims to the particular information.

5.2.2.2. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with 5.2.2.1. Accompanying the submission shall be an updated version of the justification under 5.2.2.1, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains 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 claimed 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 trade secret information.

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

5.3. Health Insurance Portability and Accountability Act (HIPAA)

Should this Contract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in 5.3 will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

5.3.1. Catch-all Definitions. The following terms as used in 5.3 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, Unsecured Protected Health Information, and Use.

5.3.2. Specific Definitions for 5.3

5.3.2.1. "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.

5.3.2.2. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the Department.

5.3.2.3. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

5.3.2.4. "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

5.3.3. Obligations and Activities of the Provider

The Provider shall:

- 5.3.3.1. Not use or disclose PHI except as permitted or required in by 5.3 or law;
- 5.3.3.2. Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider may create, receive, maintain or transmit on the Department's behalf;
- 5.3.3.3. Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 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 resulting U.S. Health and Human Services (HHS) guidance thereon;
- 5.3.3.4. Report to the Department any use or disclosure of PHI not permitted by 5.3, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;
- 5.3.3.5. Notify the Department's HIPAA Security Officer, HIPAA Privacy Officer, and Contract Manager within 120 hours after finding a breach or potential breach of personal and confidential data of the Department; and
- 5.3.3.6. Notify the Department's HIPAA Privacy Officer and Contract Manager within 24 hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;
- 5.3.3.7. Provide additional information requested by the Department for investigation of or response to a breach;
- 5.3.3.8. Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department's actions;
- 5.3.3.9. In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);
- 5.3.3.10. Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;
- 5.3.3.11. Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department's 45 CFR §164.526 obligations;
- 5.3.3.12. Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR §164.528 obligations;
- 5.3.3.13. To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with

the requirements of Subpart E that apply to the Department in the performance of that obligation; and

5.3.3.14. Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

5.3.4. Provider and its Subcontractors may only use or disclose PHI as listed below:

5.3.4.1. To perform obligations under 5.3;

5.3.4.2. For archival purposes;

5.3.4.3. If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;

5.3.4.4. To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;

5.3.4.5. To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Department data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);

5.3.4.6. To conform with 45 CFR §164.514(b) in de-identifying PHI; or

5.3.4.7. To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

5.3.5. Department Notifications Affecting Provider Disclosure of PHI

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

5.3.6. Termination Regarding PHI

5.3.6.1. Termination for Cause. Upon the Department's knowledge of a material breach of the Provider's duties under 5.3, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

5.3.6.2. Provider Obligations Upon Termination. Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

5.3.6.3. Obligations under 5.3.6.2 survive termination.

5.4. Information Security

The Provider shall comply, and be responsible for ensuring subcontractors' compliance as if they were

the Provider, with the following information security requirements whenever the Provider or its subcontractors have access to the Department's information systems or maintains any client or other confidential information in electronic form.

5.4.1. The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the Department's 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 the Department's information systems or any client or other confidential information. The Information Security Officer will ensure any access to the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Contract.

5.4.2. The Provider shall provide the Department's latest security awareness training to all persons prior to granting access to the Department's information systems or any client or other confidential information. The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0112) annually.

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

5.4.4. The Provider shall notify the Contract Manager within 120 hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.5. The Provider shall, at its own cost, comply with §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 the Department's information systems or to any client or other confidential information.

5.4.6. The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

5.5. Public Records

5.5.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), 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. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Contract.

5.5.2. As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the Department the Provider shall:

5.5.2.1. Maintain public records that ordinarily and necessarily would be required by the Department to perform the service.

5.5.2.2. Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

5.5.2.3. Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Contract term and following

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completion of this Contract if the Provider does not transfer the records to the Department.

5.5.2.4. Upon completion of this Contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of this Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of this Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format compatible with the information technology systems of the Department.

5.5.3. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.

6. INSPECTIONS, PENALTIES, AND TERMINATION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in 6.1.2 through 6.1.3 shall be imposed for the Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed 10% of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

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

6.1.2.1. Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a 10% penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.

6.1.2.3. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.

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

6.2. Termination

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6.2.1. The Department may terminate this Contract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

6.2.2. The Provider may terminate this Contract upon no less than 120 days' Notice to the Department unless another time 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 24 hours' Notice in writing to the Provider. The Department is 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 this Contract upon no less than 24 hours' Notice 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 Notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. 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 is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Contract. 6.2 does not limit the Department's right to legal or equitable remedies.

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 24 hours' Notice to the Provider and only if the Provider:

6.2.5.1. Previously failed to satisfactorily perform in a contract with the Department, was 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 any other contract terminated by the Department for cause.

6.2.6. In the event of termination under 6.2.1 or 6.2.3, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

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 falsely certified under §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 engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

7. OTHER TERMS

7.1. Governing Law and Venue

This Contract is entered into in the State of Florida and is construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida have exclusive jurisdiction in any action regarding this Contract and venue is in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this

Contract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Contract does not include any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Contract and then only the version extant the date of the first Contract signature.

7.3. Interpretation, Severability of Terms

Contract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

7.4. Survival of Terms

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the Department survive the End Date. The Provider's performance pursuant to such surviving provisions is without further payment.

7.5. Modifications

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

7.6. Anticompetitive Agreements

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

7.7. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, F.A.C., if requested by another agency. Other State agencies may purchase from the resulting contract, provided the Department of Management Services has determined this Contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.8. Unauthorized Aliens

7.8.1. 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 §274A of the Immigration and Nationality Act. 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 this Contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during this Contract term to perform work pursuant to this Contract within the United States and its territories.

7.8.2. The Provider represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The Department may terminate this Contract at any time if the Provider violates, or aids or abets another in violating, any state or federal

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law.

7.9. Public Entity Crime and Discriminatory Contractors

Pursuant to §§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, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

7.10. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

7.11. Continuing Oversight Teams

The Provider shall comply with the provisions of §287.057(26), F.S., as applicable, establishing and governing conduct of Continuing Oversight Teams for contracts of \$5 million or more.

7.12. Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department with payment subject to FEMA approval and reimbursement.

7.13. Executive Compensation Reporting

7.13.1. Annually on or before May 1 Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at: <https://www.myfifamilies.com/general-information/contracted-client-services/library>.

7.13.2. In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the Department that indicates the amount of state funds:

7.13.2.1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

7.13.2.2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

7.13.3. If the Provider maintains a website, information provided pursuant to 7.13.2 must be posted

on the Provider's website.

7.14. Federal Whistleblower Requirements

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) 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 are located at: <http://www.whistleblowers.gov>.

7.15. Post-Award Notice Dissemination

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award Notice (PAN) from the Department, which will contain information required to meet the Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

7.16. Recycled Products

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

8. FEDERAL FUNDS APPLICABILITY

The following applies if Federal Funds are used to fund this Contract.

8.1. Federal Law

8.1.1. Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.

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

8.1.3. If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

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

8.1.5. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 implementing Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.1.6. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its

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

8.1.7. Drug Free Workplace. If the Provider is a subrecipient or pass-through entity of federal funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

9. CLIENT SERVICES APPLICABILITY

The following applies if the box for Client Services is checked in the header on page 1.

9.1. Client Risk Prevention

If services to clients are 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 (1-800-962-2873). 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 performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which includes provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan allowing the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For 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 12 months thereafter, the Provider shall submit a written certification it has reviewed its plan, along with any modifications to the plan, or a statement no modifications were found necessary. The Department agrees to respond in writing within 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 to assume implementation of agreed emergency relief provisions.

9.3. Confidential Client and Other Information

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual.

10. PROPERTY

10.1. The following only applies to this Contract if funded by state financial assistance.

10.2. The word "property" in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and the normal expected life of which is one year or more. This definition

also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

10.3. If any property is purchased by the Provider with funds provided by this Contract, the Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Provider will submit a complete inventory of all such property to the Department whether new purchases have been made or not.

10.4. The inventory will include: the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

10.5. The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.

10.6. The Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.

10.7. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider is responsible for repaying to the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.

10.8. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

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10.9. The Provider will indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

10.10. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

11. AMENDMENT IMPACT

Any amendment replacing or deleting this page will not affect the below execution.

By signing this Contract, the parties state they have read and agree to the entire Contract, as described in 1.6.

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

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF CHILDREN
AND FAMILIES

Signature: Maria G Marino

Signature: Taylor N. Hatch

Name: Maria G Marino

Name: Taylor N. Hatch

Title: Mayor

Title: Secretary

Date: 7/24/25

Date: 7/29/2025 | 10:33 AM EDT

Federal Employer Identification Number (FEIN) or Social Security Number (SSN): 59-6000785

Provider Fiscal Year Ending Date: 06/30

Approved as to form and legal sufficiency:

By: Jessica Eber Rosenthal
Assistant County Attorney

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EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 11 of the Standard Contract, as provided herein:

A.1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A.1.1. Unified Homelessness Contract – This Contract consolidates all homelessness related services funded by legislative appropriation and competitive procurement.

A.1.2. Program Specific Terms

A.1.2.1. Federal Authority

24 CFR Part 576 Emergency Solutions Grant (ESG) Program

24 CFR Part 578 Continuum of Care (CoC) Program

45 CFR Part 260 Temporary Assistance for Needy Families (TANF) Program

A.1.2.2. Florida Statutes

§414.161, F.S. TANF Homelessness Prevention Grant Program

§420.622(4), F.S. Challenge Grant Program

§420.622(10), F.S. Staffing Grant Program

A.1.2.3. Standards Applicable to Cost Principles, Audits, Financial Assistance, and Administrative Requirements

§215.97, F.S. Florida Single Audit Act

§215.971, F.S. Agreements funded with federal or state assistance

2 CFR Part 200 Uniform Administrative Requirements for Federal Awards

45 CFR Part 263 Expenditures of State and Federal TANF Funds

Contract Expenditures Reference Guide for State Expenditures

CFO's Memorandum Compliance Requirements for Agreements

A.1.2.4. 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.

A.1.2.5. Continuum of Care (CoC) – The group organized to carry out the responsibilities required under 24 CFR Part 578 and defined in 24 CFR Part 578.3 that is composed of representatives of organizations, including nonprofit homeless 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, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

A.1.2.6. CoC Plan – A community plan to organize and deliver housing and mainstream services to meet the specific needs of people who are homeless as they move toward self-sufficiency or those persons at risk of homelessness to help stabilize them in current housing. It includes a framework of an array of housing solutions and related services to address the various needs of homeless persons and those at risk of becoming homeless. These plans are updated periodically to meet the changing needs of the community.

A.1.2.7. Coordinated System of Care – The CoC coordinated efforts to prevent and assist in ending homelessness.

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- A.1.2.8. 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.
- A.1.2.9. Lead Agency** – The lead agency designated by the local homeless assistance continuum of care plan to serve as the point of contact and accountability to the Office on Homelessness. The purpose of the local Lead Agency is to help communities envision, plan, and implement coordinated, long-term solutions to address homelessness. Under the terms of this Contract, it remains the Lead Agency's responsibility to ensure services are provided in a manner consistent with this Contract and the Lead Agency's application to render services, and applicable program requirements and guidance.
- 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 §420.622, F.S.
- 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 200.325.
- A.1.2.12. Subcontractor(s)** – Local government or non-profit agencies located within the catchment area contracted with 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;

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- 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.1.2.16. Catchment Area** – The area where the Continuum of Care is authorized to provide services, roughly corresponding to HUDs defined catchment area for the relevant Continuum of Care.

A.2. STATEMENT OF WORK

- A.2.1.** The purpose of this Contract is to provide coordinated funding and support to the CoC with the goal of reducing and ending homelessness across Florida, combining multiple grant programs into a single streamlined agreement, enabling CoCs to deliver a full spectrum of services to individuals and families experiencing or at risk of homelessness. Lead Agencies are responsible for coordinating regional homelessness response systems, managing HMIS data, overseeing subcontractors, and implementing interventions such as shelter operations, street outreach, rapid rehousing, and homeless prevention services. The unified contract aims to increase system efficiency, strengthen fiscal accountability, improve measurable housing outcomes, and streamline reporting processes by unifying deliverables across programs.

The contract establishes clear performance expectations for reducing homelessness, stabilizing housing outcomes, and maintaining compliance with federal and state requirements, including 24 CFR Parts 576 and 578 and §§414.161 and 420.622, F.S. Through monthly reporting, subcontractor oversight, annual performance evaluations, and close partnership with the Office on Homelessness, CoCs will ensure that services are delivered effectively, taxpayer dollars are spent responsibly, and progress is made toward ending homelessness across Florida.

A.3. PAYMENT, INVOICE AND RELATED TERMS

- A.3.1.** There are no additional provisions to this section of the Standard Contract.

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A.4. GENERAL TERMS AND CONDITIONS

A.4.1. Coordination of Services

- A.4.1.1. In addition to the provision of 4.1.1.6. hereof, the Provider shall utilize the Coordinated System of Care as a means of ensuring systemic referral coordination, planning and needs assessment, data collection, resource sharing, and service tracking for persons served under this Contract.
- A.4.1.2. The Provider shall enter all persons serviced under this contract into the HMIS, unless exempted in writing by the Office on Homelessness. If the Provider is not the service coordinator for HMIS, it will ensure all data related to persons served are entered utilizing the coordinated entry system, unless exempted in writing by the Office on Homelessness.
 - A.4.1.2.1. Per 24 CFR 578.57(a)(3) Victim Services Providers or Legal Services Providers are not required to input data into HMIS and may instead use CoC funds to establish and operate a comparable database that complies with HUD's HMIS requirements.
 - A.4.1.2.2. Additional requirements regarding entry of information into HMIS for ESG activities are outlined in C3.1.5.
- A.4.1.3. If the Provider is not the HMIS service coordinator, they will ensure all subcontractors of service are utilizing the coordinated entry system and/or HMIS for all persons served under this Contract.
- A.4.1.4. If the Department of Children and Families provides a statewide HMIS system without cost to the Provider, the Provider shall not request reimbursement for HMIS Administration or Operation unless exempted in writing by the Office on Homelessness.

A.4.2. Employment Screening

- A.4.2.1. Notwithstanding 4.16., persons requiring employment screening for a position with any Provider serving the homeless who have been documented by a Continuum of Care lead agency as recipients of homeless services shall have their employment screening analyzed under §420.6241, F.S.
- A.4.2.2. The Office on Homelessness may issue clarifying guidance on which Provider staff and any Provider subcontractor staff are required to receive employment screening in accordance with this Contract.

A.5. RECORDS, AUDITS AND DATA SECURITY

- A.5.1. There are no additional provisions to this section of the Standard Contract.

A.6. INSPECTIONS, PENALTIES, AND TERMINATION

- A.6.1. There are no additional provisions to this section of the Standard Contract.

A.7. OTHER TERMS

- A.7.1. There are no additional provisions to this section of the Standard Contract.

A.8. FEDERAL FUNDS APPLICABILITY

- A.8.1. The Provider and its subcontractor(s) shall comply with all applicable federal and state laws, rules and regulations as amended from time to time, that affect the subject areas of the Contract, whether or not explicitly reference herein.

A.9. CLIENT SERVICES APPLICABILITY

- A.9.1. The Provider and its subcontractor(s) shall comply with all applicable terms related to the provision of services under this contract from clients designated in B.4, and any applicable designations incorporated by reference.

A.10.PROPERTY

A.10.1. General Property Requirements

- A.10.1.1. Prior to the purchase or renovation of any property, the Provider must receive written authorization to proceed with the purchase or renovation by the Office on Homelessness.
- A.10.1.2. Compliance with property requirements of this contract will be maintained through the Property Tracker section of the Contract Management Document. The Contract Management Document will be provided to the Provider following contract execution.
- A.10.1.2.1. If the Provider does not maintain and update the Property Tracker section of the Contract Management Document in a manner consistent with guidance provided by the Office on Homelessness and the terms of this contract, the Provider will be considered out of compliance with this contract and the Department may seek any remedies allowable by this contract and law.

A.10.2. Property Management with State Funds

- A.10.2.1. Purchases of property with state funds under this contract must comply with 4.1.1.5 and §402.73(3) F.S. Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law.

A.10.3. Property Management with Emergency Solutions Grant Funds

- A.10.3.1. Property purchased or renovated with ESG funds must comply with 24 CFR Part 576.
- A.10.3.2. The disposition of real property for which ESG funds are used for major rehabilitation, conversion, or other renovation under §576.102 is governed by the minimum period of use requirements under §576.102(c). Pursuant to 24 CFR 576.102(c)(1), a building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building.
- A.10.3.2.1. Major rehabilitation. If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is 10 years.
- A.10.3.2.2. Conversion. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the minimum period of use is 10 years.
- A.10.3.2.3. Renovation other than major rehabilitation or conversion. In all other cases where ESG funds are used for renovation, the minimum period of use is 3 years.
- A.10.3.4. Real property acquisition requirements. The acquisition of real property, whether funded privately or publicly, for a project assisted with Emergency Solutions Grant (ESG) funds is subject to the URA and Federal governmentwide regulations at 49 CFR part 24, subpart B.

A.11.AMENDMENT IMPACT

- A.11.1. There are no additional provisions to this section of the Standard Contract.

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EXHIBIT B – SCOPE OF WORK

B.1. SCOPE OF SERVICE

Pursuant to §420.6225, F.S. the Provider is the Lead Agency in the B.3.1. catchment area. Through the programs identified below, the Provider shall provide individual and organizational support designed to reduce and end homelessness in the State of Florida.

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

B.1.2. Challenge Grant – Pursuant to §420.622(4), F.S., provide housing, service, and program needs included in the CoC Plan.

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.

B.1.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant – Pursuant to §414.161, F.S., 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.

B.1.5. ESG Rapid Unsheltered Survivor Housing (ESG-RUSH) – Pursuant to 24 CFR Part 576, provide services and payment, as applicable and allowable, to address the needs of homeless individuals or families at risk of homelessness in areas affected by a FEMA declared disaster, as directed by the Department. ESG-RUSH funds have the same applicability throughout the contract as ESG unless otherwise stated within this Contract or addressed through guidance from HUD or the Department.

B.2. MAJOR CONTRACT GOALS

B.2.1. Staffing Grant – The applicability of this section is identified in B.1.1. 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 B.1.2. 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 B.1.3. 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 B.1.4. 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.2.5. Rapid Unsheltered Survivor Housing (RUSH) - The applicability of this section is identified in B.1.5. The objective of RUSH funding 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 in an area that was affected by a declared major disaster.

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B.3. SERVICE AREA/LOCATIONS/TIMES

B.3.1. For the purposes of this Contract, services shall occur within the following Counties (catchment area): Palm Beach.

B.3.1.1. The Provider may, with the specific and written authorization of the Office on Homelessness, provide services in counties not located in the Continuum of Care's catchment area noted in B.3.1. Specific and written authorization will be on an individual or project basis only and will not constitute a blanket authorization.

B.3.1.1.1. Unless extenuating circumstances exist, as deemed applicable by the Office on Homelessness, the Provider must gain written authorization from the relevant Continuum of Care to provide services in another Continuum of Care's catchment area and provide this authorization to the Office on Homelessness before services can be provided pursuant to B.3.1.1. outside the Continuum of Care's catchment area noted in B.3.1.

B.3.1.2. The Provider may, with the specific and written authorization of the Office on Homelessness, subcontract funds to another Continuum of Care to provide services in counties not located in the Continuum of Care's catchment area noted in B.3.1. Specific and written authorization will be on an individual or project basis only and will not constitute a blanket authorization.

B.3.2. The location of the Provider is:

Palm Beach County Board of County Commissioners
810 Datura St.
West Palm Beach, FL 33401

B.3.3. The Provider shall deliver services in a manner consistent with applicable program requirements.

B.3.4. Services for homeless prevention and rapid re-housing assistance programs shall be provided during normal business hours, Monday through Friday from 8:00am until 5:00pm, and/or those hours deemed necessary by the Provider or subcontractor to meet the needs of clients seeking services.

B.3.5. Services for emergency shelters (if applicable under this Contract) shall be provided as many hours per day as are possible.

B.3.6. Any change in location and/or service time shall not require an amendment to this Contract but will require a written request from the Provider and an approval from the Department (Contract Manager or Office on Homelessness) prior to the time change.

B.4. CLIENTS TO BE SERVED

B.4.1. Staffing Grant – The applicability of this section is identified in B.1.1. Clients are not served directly under the Staffing Grant, rather it is used to coordinate functions of the Lead Agency in accordance with 24 CFR Part 578 to implement the CoC plan.

B.4.2. Challenge Grant – The applicability of this section is identified in B.1.2. The Provider must serve clients in a manner consistent with the proposed projects that are included in the CoC plan.

B.4.3. Emergency Solutions Grant (ESG) – The applicability of this section is identified in B.1.3. Applicable definitions for individuals who are eligible for services under ESG are found in 24 CFR Part 576.2 and defined as "homeless" or "at risk of homelessness".

B.4.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant – The applicability of this section is identified in B.1.4. To be eligible for assistance under this grant, a household consists of a family that resides in Florida; has at least one household member who is a United States citizen or a lawful permanent resident; has a minor child living in the

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EXHIBIT C – TASK LIST

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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 B.1.1. To achieve the Major Contract Goals for the **Staffing Grant** set forth in B.2.1, the Provider shall perform the tasks specified in C1.
- C.1.2. The applicability of this section is identified in B.1.2. To achieve the Major Contract Goals for the **Challenge Grant** set forth in B.2.2, the Provider shall perform the tasks specified in C2.
- C.1.3. The applicability of this section is identified in B.1.3. To achieve the Major Contract Goals for the **Emergency Solutions Grant (ESG)** set forth in B.2.3, the Provider shall perform applicable tasks specified in C3.
- C.1.4. The applicability of this section is identified in B.1.4. To achieve the Major Contract Goals for the **Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** set forth in B.2.4, the Provider shall perform the tasks specified in C4.
- C.1.5. The applicability of this section is identified in B.1.5. To achieve the Major Goals for the **Rapid Unsheltered Survivor Housing (RUSH)** set forth in B.2.5., the Provider shall perform tasks specified in C3.
- C.1.6. Programmatic Reports – The Provider shall submit annual Programmatic reports according to the schedule in C5.

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C.2. ADMINISTRATIVE TASKS

C.2.1. **Staffing**

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- 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 4.16.
- C.2.1.3. The Provider shall notify the Contract Manager in writing within five 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. **Subcontracting Provision**

- C.2.3.2.1. Notwithstanding the provisions of C.2.3.4. or provisions listed elsewhere in this contract, the Provider may subcontract any functions under this Contract with prior approval of the Office on Homelessness through the process listed in C.2.3.2.5.
- 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.2.3.2.5. The Provider shall submit every subcontractor utilized under this contract for approval to the Department through the Subcontractor Monitoring section of the Contract Management Document. The Contract Management Document will be provided to the Provider following contract execution. Following approval, the Provider shall maintain the list of current and former subcontractors utilized under this contract in the Contract Management Document.
 - C.2.3.2.6. If the Provider does not maintain and update the Subcontractor Monitoring section of the Contract Management Document in a manner consistent with guidance provided by the Office on Homelessness and the terms of this contract, the Provider will be considered out of compliance with this contract and the Department may seek any remedies allowable by this contract and law.
- 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.2.3.3.1.3. The number, percentage, or methodology to determine a statistical representation of client case files to be reviewed to determine compliance with grant eligibility criteria; and
 - C.2.3.3.1.4. The identified Terms of this Contract that will be passed on to the subcontractor and be reviewed for compliance by the Provider and subject to monitoring by the Department's Contract Manager and/or Office on Homelessness.
 - C.2.3.3.2. **Subcontracting Monitoring Findings** – Subsequent to the monitoring, the Provider shall report their findings in writing to the Department's Contract Manager within 30 calendar days from the monitoring date, to include but not limited to any required corrective action. If during the monitoring it is determined that a violation or suspected violation of law or policy has been found, the Provider shall report it immediately to the Department Contract Manager, the appropriate law enforcement agency, and/or the Inspector General, as determined appropriate by the level of the violation. If abuse, neglect, or abandonment of a child, disabled person, or senior citizen is suspected, then it must be reported immediately to the Department's Abuse Hotline. For monitoring guidance, the Provider may review Children and Families Operating Procedure (CFOP) 75-8, which may be requested through the Department Contract Manager.
- C.2.3.4. Emergency Solutions Grant (ESG) Subcontracting** – The applicability of this section is identified in B.1.3. In addition to the requirements identified in the Standard Contract, ESG shall conform to the following:

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- C.2.3.4.1.** This Contract is funded in part by a federal grant award. Any sub-award is considered federal financial assistance and all subcontractors of services under this Contract are bound by grant requirements under 24 CFR Part 576, when conducting program activities and 2 CFR Part 200 as it relates to adherence to federal financial requirements under this grant award.
- C.2.3.4.2.** Any sub-award of this federal grant award must include a written agreement between both parties for the provision of eligible services. Providers under this grant award are required pursuant to 2 CFR Part 200 to monitor and validate program activities and financial compliance of all subcontractors.
- C.2.3.4.3.** Pursuant to 2 CFR Part 200.331, in part, all pass-through entities must ensure the following:
 - C.2.3.4.3.1.** 2 CFR Part 200.331(a)(2) – All requirements imposed by the pass-through entity on the subcontractor so that the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award;
 - C.2.3.4.3.2.** 2 CFR Part 200.331(a)(3) – Any additional requirements that the pass-through entity imposes on the subcontractor in order for the pass-through entity to meet its own responsibility to the federal awarding agency including identification of any required financial and performance reports;
 - C.2.3.4.3.3.** 2 CFR Part 200.331(a)(5) – A requirement that the subcontractor permit the pass-through entity and auditors to have access to the subcontractor's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR Part 200.300 (statutory and national policy requirements) through 2 CFR Part 200.309 (period of performance), and subpart F (audit requirements) of this Part; and
 - C.2.3.4.3.4.** 2 CFR Part 200.331(d) – Monitor the activities of the subcontractor as necessary to ensure that the sub-award is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the sub-award; and that the sub-award performance goals are achieved. Pass-through entity monitoring must include:
 - C.2.3.4.3.4.1.** Reviewing financial and programmatic reports required by the pass-through entity.
 - C.2.3.4.3.4.2.** Following up and ensuring that the subcontractor takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subcontractor detected through audits, onsite reviews, and other means.
 - C.2.3.4.3.4.3.** Issuing a management decision for audit findings pertaining to the federal award provided as required by 2 CFR Part 200.521 (Management Decision).
 - C.2.3.4.3.5.** 2 CFR Part 200.331(e) – Depending upon that pass-through entity's assessment of risk posed by the subcontractor as described in 2 CFR Part 200.331(b), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals.
 - 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).

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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 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 to support payment)

C.2.5.1. Programmatic Reports – The Provider shall submit reports according to the schedule in C5. Monthly Status Reports can be found for applicable funding streams in Exhibit D Specific documentation required in programmatic reports for the acceptance of deliverables can be found in E1–E4.

C.2.5.2. Payment Support Reports – F.4. provides specific information that is required to accompany invoices.

C.2.6. Contract Management Document

C.2.6.1. Programmatic Reports – The Contract Management document consists of the Contract Budget section as noted in F.1, the Subcontractor Monitoring section as noted in C.2.3, and Property Tracker section as noted in A.10.

C.2.7. Shelter Inventory

C.2.7.1. Shelter Inventory – The Office on Homelessness may ask assistance from the Providers in completing a shelter inventory in the Provider's catchment area.

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 C1 – STAFFING GRANT SERVICE TASKS

C1.1. SERVICE TASKS

The applicability of this section is identified in B.1.1. To achieve the Major Contract Goals for the Staffing Grant set forth in B.2.1, the Provider shall perform the following tasks as set forth in 24 CFR Part 578, Subpart B (Responsibilities of the CoC):

C1.1.1. Operate the CoC. The Lead Agency, in coordination with the CoC, shall:

- C1.1.1.1.** Hold meetings of the full CoC membership, with published agendas, at least semi-annually;
- C1.1.1.2.** Solicit invitations for new members, at least annually, within the geographic area to join the CoC;
- C1.1.1.3.** Appoint additional committees, subcommittees, or workgroups;
- C1.1.1.4.** Develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with 24 CFR Part 578, Subpart B; with HMIS requirements as prescribed by HUD; and a code of conduct and recusal process for the board, its chair(s), and any person acting on behalf of the board;
- C1.1.1.5.** Consult with the CoC Board and/or subrecipients to establish performance targets appropriate for population and program type, monitor subcontractor performance, evaluate outcomes, and take action against poor performers;
- C1.1.1.6.** Operate a coordinated entry system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. The CoC must develop a specific policy to guide the operation of the coordinated entry system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from nonvictim service providers. This system must comply with any requirements established by HUD by Notice.
- C1.1.1.7.** Establish and consistently follow written standards for providing CoC assistance for ESG funded projects as set forth in 24 CFR Part 576.400(e) and referenced in A.1.2.15.

C1.1.2. Designating and Operating an HMIS. The CoC shall:

- C1.1.2.1.** Designate a single HMIS for the geographic area;
- C1.1.2.2.** Designate an eligible applicant to manage the CoC's HMIS, which will be known as the HMIS Lead;
- C1.1.2.3.** Review, revise, and approve a privacy plan, security plan, and data quality plan for the HMIS.
- C1.1.2.4.** Ensure consistent participation of all subcontractor(s) funded as part of this Contract in the HMIS; and
- C1.1.2.5.** Ensure the HMIS is administered in compliance with requirements prescribed by HUD.

C1.1.3. CoC Planning. The Lead Agency, in coordination with the CoC, shall develop a plan that includes:

- C1.1.3.1.** Coordinate the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals (including unaccompanied youth) and families. At a minimum, such system encompasses the following:
 - C1.1.3.1.1.** Outreach, engagement, and assessment;
 - C1.1.3.1.2.** Shelter, housing, and supportive services;
 - C1.1.3.1.3.** Prevention strategies.

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- C1.1.3.2. Plan for and conduct an annual point-in-time count of homeless persons within the geographic area that meets the following requirements:
 - C1.1.3.2.1. Homeless persons who are living in a place not designed or ordinarily used as a regular sleeping accommodation for humans must be counted as unsheltered homeless persons.
 - C1.1.3.2.2. Persons living in emergency shelters and transitional housing projects must be counted as sheltered homeless persons.
 - C1.1.3.2.3. Other requirements established by HUD by Notice.
- C1.1.3.3. Conduct an annual gaps analysis/needs assessment of the homeless needs and services available within the geographic area.
- C1.1.3.4. Consult with the Department regarding ESG program activities within the CoC's geographic area for the purposes of providing a comprehensive response for accurately reflecting the services provided throughout the state.

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EXHIBIT C2 – CHALLENGE GRANT SERVICE TASKS

C2.1. SERVICE TASKS

The applicability of this section is identified in B.1.2. 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 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 §420.622(4), F.S., 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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EXHIBIT C3 – EMERGENCY SOLUTIONS GRANT (ESG) SERVICE TASKS

C3.1. SERVICE TASKS

The applicability of this section is identified in B.1.3. and B.1.5. The tasks to be performed under this Contract must comply with the written standards and all applicable rules, regulations, and policies related to the ESG program. The following are allowable activities under this Contract, as defined in 24 CFR Part 576, Subpart B.

C3.1.1. Street Outreach Component (24 CFR Part 576.101) – Subject to the expenditure limit in 24 CFR Part 576.100(b), ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under 24 CFR Part 576.2. The eligible costs and requirements for essential services consist of the following as defined in 24 CFR Part 576.101: engagement, case management, emergency health services, emergency mental health services, transportation, and services for special populations.

C3.1.1.1. Per 24 CFR Part 576.100(b), the total amount of the grant award that may be used for street outreach and emergency shelter activities cannot exceed 60 percent of the Provider's fiscal year grant award.

C3.1.2. Emergency Shelter Component (24 CFR Part 576.102) – Subject to the expenditure limit in 24 CFR Part 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters. The eligible costs and requirements consist of the following as defined in 24 CFR Part 576.102: essential services, including but not limited to, case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations; renovation; shelter operations; and assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

C3.1.2.1. Per 24 CFR Part 576.100(b), the total amount of the grant award that may be used for street outreach and emergency shelter activities cannot exceed 60 percent of the Provider's fiscal year grant award.

C3.1.3. Homelessness Prevention Component (24 CFR Part 576.103) – ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in 24 CFR Part 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in 24 CFR Part 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR Part 576.105, the short-

term and medium-term rental assistance requirements in 24 CFR Part 576.106, and the written standards and procedures established under 24 CFR Part 576.400(e).

C3.1.4. Rapid Re-Housing Assistance Component (24 CFR Part 576.104) – ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in 24 CFR Part 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR Part 576.105, the short- and medium-term rental assistance requirements in 24 CFR Part 576.106, and the written standards and procedures established under 24 CFR Part 576.400(e).

C3.1.5. HMIS Component (24 CFR Part 576.107) – The Lead Agency or subcontractor(s) may use ESG funds to pay the costs of contributing data to the HMIS designated by the CoC for the area, including the costs of: Purchasing or leasing computer hardware; Purchasing software or software licenses; Purchasing or leasing equipment, including telephones, fax machines, and furniture; Obtaining technical support; Leasing office space; Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS; Paying salaries for operating HMIS; Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and 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 five percent 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:

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- 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 (a)(1)(i)(A) through (G) of 24 CFR Part 576.108.
- 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 C4 – TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)
HOMELESSNESS PREVENTION GRANT SERVICE TASKS**

C4.1. SERVICE TASKS

The applicability of this section is identified in B.1.4. The purpose of the TANF Homelessness Prevention Grant is to assist eligible families to prevent the family from becoming homeless and to maintain stable housing following the assistance from the grant. Each recipient of grant funding from the TANF Homelessness Prevention Grant must complete the following tasks:

C4.1.1. Case Management – The Provider or its subcontractor shall provide case managers for the delivery of case management services, including the determination of eligibility, to assist families as outlined in the family case plan:

C4.1.1.1. The family's case plan shall set forth costs that will be covered by the grant, as well as the total dollar amount of assistance to be provided to the family.

C4.1.1.2. The case plan shall spell out the family's goal for housing stability, the anticipated date the case plan will be completed, the type of assistance to be delivered to the family, and the Provider's schedule for monitoring the family's housing stability following the cessation of grant assistance, whether the family was able to avoid becoming homeless, and whether the family remained in permanent housing.

C4.1.2. Emergency Financial Assistance – The Provider or its subcontractor shall provide emergency financial assistance to families at risk of homelessness, through assistance with past due rent, mortgage, and utility payments. The amount of financial assistance necessary to prevent homelessness shall be supported by a late notice or intent to evict from the landlord or a late notice from the mortgage company, or a past due bill or intent to disconnect notice from the utility company, documenting services to the applicant's address, in a household member's name, and an amount owed. The notice must include the name and address of the landlord, mortgage, or utility company where the payment should be mailed.

C4.1.3. Family Monitoring – The Provider or its subcontractor shall track, monitor, and report on each family assisted for at least 12 months after the date of last assistance is provided to the family.

C4.1.4. Case File – The Provider or its subcontractor shall develop, maintain, and retain a case file on each family applying for assistance. The case file shall contain all information necessary to determine the eligibility of the family, and shall also include, but is not limited to the following:

C4.1.4.1. An eligibility determination;

C4.1.4.2. A Case Plan for persons assisted;

C4.1.4.3. Documentation of household income and size;

C4.1.4.4. Documentation of emergency financial assistance provided to the family;

C4.1.4.5. Documentation of how often the family has applied for and received assistance, including the limit on the number of times the family may be assisted; and

C4.1.4.6. Documentation of monitoring of the family and the housing outcome achieved.

C4.1.5. Additional Responsibilities – In addition, the Provider or its subcontractor shall:

C4.1.5.1. Develop and utilize an application for all persons seeking assistance. At a minimum, the application must identify all household members, the amount and type of assistance sought, and the date of the request for assistance.

C4.1.5.2. Enter information on each family assisted into the local HMIS;

C4.1.5.3. Set a maximum per family assistance amount;

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- C4.1.5.3.1. Past Due Rent or Mortgage Assistance** – Eligible households may receive a maximum of four months of past due rent or mortgage assistance or financial support for past due rent or mortgage assistance not to exceed \$5,000.
- C4.1.5.3.2. Past Due Utility Assistance** – Eligible households may receive a maximum of four months of past due utility assistance or financial support for past due utility assistance not to exceed \$1,000.

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EXHIBIT C5 --UNIFIED HOMELESSNESS CONTRACT PROGRAMMATIC REPORTING SCHEDULE

REPORT TYPE	REPORTING FREQUENCY	REPORT SCHEDULE	PERSONNEL TO PREPARE REPORTS	ADDITIONAL NOTES
Invoice & Match Report (for each applicable funding stream)	Monthly	30th of each month following the delivery of services, or next business day if the 30th falls on a Saturday, Sunday, or holiday	Contract Manager	See F1–F4
Roll-up Report (for each applicable cost-reimbursement funding stream)	Monthly	30th of each month following the delivery of services, or next business day if the 30th falls on a Saturday, Sunday, or holiday	Contract Manager	See F2.1., F3.1., and F4.1
Back-up Documentation (for each applicable cost-reimbursement funding stream)	Monthly	30th of each month following the delivery of services, or next business day if the 30th falls on a Saturday, Sunday, or holiday	Contract Manager	See E1–E4
Monthly Status Report (for each applicable funding stream)	Monthly	30th of each month following the delivery of services, or next business day if the 30th falls on a Saturday, Sunday, or holiday	Contract Manager	See Exhibit D
Contract Management Document	As updated	Within 30 days of contract execution, then as updated	Contract Manager, Office on Homelessness Leadership	See in F.1., C.2.3., and A.10 of this contract
HMIS Consolidated Annual Performance and Evaluation Report (CAPER) ESG; ESG-RUSH	Annually	July 15th	Office on Homelessness Data Staff	Files must be submitted for each Activity in zipped .csv files
Monitoring Plan and Schedule	Annually	Within 30 days of contract execution, then July 15 th	Contract Manager	For all services subcontracted in this contract

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REPORT TITLE	REPORTING FREQUENCY	REPORT DUE DATE	PERSONNEL TO RECEIVE REPORTS	ADDITIONAL NOTES
Monitoring Findings	As updated	Within 30 days of completion of any monitoring completed by the Lead Agency	Contract Manager	For all services subcontracted in this contract
Employee Screening Affidavit	Upon hire	Upon hire	Contract Manager	As required by 4.16.
Annual Point In Time Count (preliminary numbers)	Annually	April 30th	Contract Manager	Downloaded version of data submitted to HUD
ESG Written Standards (if applicable under B.1.3.)	Annually	Within 30 days of contract execution, then July 15 th	Contract Manager	CoC-level written standards for ESG funded projects
CoC Plan	Annually	Within 30 days of contract execution	Contract Manager	Plan submitted as part of the CoC NOFA or formatted for CoC distribution
CoC Governance Charter	Annually	Within 30 days of contract execution, then July 15 th	Contract Manager	Governance Charter as provided to CoC
Gaps Analysis/Needs Assessment	Annually	October 15th	Contract Manager	Gaps Analysis/Needs Assessment required by HUD
Executive Compensation Annual Report, PCMT-08-2021	Annually	May 1st	Contract Manager	Downloaded version of data submitted to HUD
Disaster Policy	Annually	Within 30 days of contract execution, then July 15 th	Contract Manager	CoC level disaster policy
Monthly CAPER report	Monthly	30th of each month following the delivery of services, or next business day if the 30th falls on a Saturday, Sunday, or holiday	Office on Homelessness	Provided in Excel format

EXHIBIT D – DELIVERABLES

D.1. **SERVICE UNITS**

- D.1.1. **Staffing Grant** – The applicability of this section is identified in B.1.1. A service unit consists of one month of supporting service tasks as identified in C1.
- D.1.2. **Challenge Grant** – The applicability of this section is identified in B.1.2. A unit of service is one month of providing housing, service, and/or program needs in a manner consistent with the CoC Plan to eligible individuals as described in C2.
- D.1.3. **Emergency Solutions Grant (ESG)** – The applicability of this section is identified in B.1.3. A unit of service is one month of providing service tasks as described in C3.
- D.1.4. **Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – The applicability of this section is identified in B.1.4. A unit of service is one month of providing homeless prevention and/or case management services to eligible individuals as described in C4.
- D.1.5. **Rapid Unsheltered Survivor Housing (RUSH)** - The applicability of this section is identified in B.1.5. A unit of service is one month of providing service tasks as described in C3.

D.2. **OPERATIONAL SERVICE DELIVERABLES**

- D.2.1. Operational service deliverables and budget shall be broken down by activity for each applicable grant program in the Contract Budget section of the Contract Management Document as specified in F.1.1.
 - D.2.1.1 **Deliverable Reassignment to Activities within Grant Programs** – Provider requests to reassign deliverables within a grant program to other activities within the same grant program must be in writing to the Office on Homelessness, and if approved must be maintained and updated in the Contract Management Document by the Provider and the Department's Contract Manager. This reassignment must and will not change overall deliverables assigned to funding streams.
- D.2.2. **Staffing Grant** – The applicability of this section is identified in B.1.1. Each month, the Provider shall submit a Monthly Status Report, Exhibit D. To demonstrate satisfactory progress towards the service targets, the Provider must complete at least four activities from three of the following activity types:
 - D.2.2.1. **CoC Board/Membership Meeting Activities**
 - D.2.2.2. **CoC Committee/Subcommittee/Workgroup Activities**
 - D.2.2.3. **CoC Training and Technical Assistance Activities**
 - D.2.2.4. **CoC Subcontractor Monitoring**
 - D.2.2.5. **Community Engagement Activities**
- D.2.3. **Challenge Grant** – The applicability of this section is identified in B.1.2. Each month, the Provider shall submit a Monthly Status Report in Exhibit D. To demonstrate satisfactory progress towards the service targets, the Provider must provide eligible housing, program, and/or service needs to the geographic area to individuals or organizations as identified in C2. If providing support to specific individuals who are suffering homelessness or at risk of homelessness, one deliverable is achieved through providing eligible activities identified in C2 to one individual.
If providing support to homelessness organizations which is not directly tied to specific individuals who are suffering homelessness or at risk of homelessness (i.e. shelter construction, improvement, supply costs, operating costs, staff costs), a one deliverable is

achieved at a rate of one deliverable per \$1,235 spent on providing eligible service tasks identified in C2. When using this rate to determine the level of deliverables achieved per (1) month unit of service, any partial deliverables achieved should be rounded downward to the nearest whole number.

Fiscal Year	FY25-26	FY26-27	FY27-28
Total Deliverables Monthly	13	13	13
Total Deliverables Annually	166	166	166

D.2.4. Emergency Solutions Grant (ESG) – The applicability of this section is identified in B.1.3. Each month, the Provider shall submit a Monthly Status Report in Exhibit D. To demonstrate satisfactory progress towards the service targets, the Provider must provide eligible Emergency Solutions Grant activities as identified in C3.

If providing support to specific individuals who are suffering homelessness or at risk of homelessness, one deliverable is achieved through providing eligible activities identified in C3 to one individual.

If providing support to homelessness organizations which is not directly tied to specific individuals who are suffering homelessness or at risk of homelessness (i.e. shelter construction, improvement, supply costs, operating costs, staff costs), a one deliverable is achieved at a rate of one deliverable per \$1,235 spent on providing eligible service tasks identified in C3. When using this rate to determine the level of deliverables achieved per (1) month unit of service, any partial deliverables achieved should be rounded downward to the nearest whole number.

Fiscal Year	FY25-26	FY26-27	FY27-28
Total Deliverables Monthly	4	4	4
Total Deliverables Annually	50	50	50

D.2.5. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant – The applicability of this section is identified in B.1.4. Each month, the Provider shall submit a Monthly Status Report in Exhibit D. To demonstrate satisfactory progress towards the service targets, the Provider must provide eligible homelessness prevention and/or case management services as identified in C4 to individuals.

Fiscal Year	FY25-26	FY26-27	FY27-28
Total Deliverables Annually	8	8	8

D.2.6. Rapid Unsheltered Survivor Housing (RUSH) – The applicability of this section is identified in B.1.5. Each month, the Provider shall submit a Monthly Status Report in Exhibit D. To demonstrate satisfactory progress towards the service targets, the Provider must provide eligible Emergency Solutions Grant activities as identified in C3 to individuals and organizations who meet the qualifications listed in B.4.5.

If providing support to specific individuals who are suffering homelessness or at risk of homelessness, one deliverable is achieved through providing eligible activities identified in C3 to one individual.

If providing support to homelessness organizations which is not directly tied to specific individuals who are suffering homelessness or at risk of homelessness (i.e. shelter construction, improvement, supply costs, operating costs, staff costs), a one deliverable is achieved at a rate of one deliverable per \$1,235 spent on providing eligible service tasks identified in C3. When using this rate to determine the level of deliverables achieved per (1) month unit of service, any partial deliverables achieved should be rounded downward to the nearest whole number.

Fiscal Year	FY25-26	FY26-27	FY27-28
Total Deliverables Monthly	0	0	0
Total Deliverables Annually	0	0	0

D.2.7. In the event that the Provider has met the Annual Service Targets identified in D.2 prior to the end of the fiscal year, the Monthly Deliverables shall no longer apply for the remainder of the applicable fiscal year.

D.3. PROGRAMMATIC SERVICE DELIVERABLES

During each State Fiscal Year, the provider shall deliver:

- D.3.1.1. **Contract Management Document** – The Provider shall constantly maintain and update the Contract Management Document in coordination with the Office on Homelessness on the dates identified in C5.
- D.3.1.2. **HMIS Consolidated Annual Performance Report** – The Provider shall report the HMIS Consolidated Annual Performance Report (CAPER) as provided to HUD each fiscal year on the date identified in C5.
- D.3.1.3. **Monitoring Plan and Schedule** – The Provider shall deliver a detailed Monitoring Plan and Schedule each fiscal year on or before the date identified in C5.
- D.3.1.4. **Monitoring Findings** – The Provider shall deliver the Monitoring Findings on or before the dates identified in C5.
- D.3.1.5. **Employment Screening Attestation** – The Provider shall deliver the Employment Screening Attestation on or before the date identified in C5.
- D.3.1.6. **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 C5 or within 15 days after the results have 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 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 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 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 C5.

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- D.3.1.11. **Executive Compensation Report** – The Provider shall provide an updated copy of the Executive Compensation Report each fiscal year on or before the date identified in **C5**.
- D.3.1.12. **Disaster Policy** – The Provider shall submit the CoCs Disaster Policy each fiscal year on or before the date identified in **C5**.

D.4. **MONTHLY STATUS REPORTS**

Exhibit D – Monthly Status Report for Staffing Grant, Challenge Grant, Emergency Solutions Grant, Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant, Rapid Unsheltered Survivor Housing (RUSH).

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EXHIBIT D – MONTHLY STATUS REPORT

Provider Name	Contract #	
	Month of Services	
ATTESTATION: 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.		
Name & Title of Agency Official		Date

Staffing Grant Deliverables (Must complete at least four (4) activities from three (3) of the following.)	New this Month	Year to Date
CoC Board/Membership Meetings		
CoC Committee/Subcommittee/Workgroup Meetings		
CoC Training and Technical Assistance Activities		
CoC Subcontractor Monitoring		
CoC Community Engagement Activities		
Staffing Grant Output Measures (Unduplicated)	New this Month	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		
Individuals Served in the CoC		
Total Exits to Permanent Housing in the CoC		
Staffing - significant activities/community engagement narrative		

Challenge Grant Deliverables	Housing Need	Program Need	Service Need
Total Monthly Deliverable Requirement			
Total Annual Deliverables Requirement			
Total Individuals Served by Activity - Month			

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Total Unduplicated Individuals Served by Activity - Month			
Total Individuals Served by Activity State Fiscal Year to Date - Annual			
Total Unduplicated Individuals Served by Activity State Fiscal Year to Date - Annual			
Total Financial Support to Homeless Organizations (non-individuals) by Activity - Month			
Total State Fiscal Year to Date Financial Support to Homeless Organizations (non-individuals) by Activity - Annual			
Total Monthly Deliverables Achieved	0	0	0
Total Annual Deliverables Achieved	0	0	0
Challenge Grant Output Measures (Unduplicated)	Housing Need	Program Need	Service Need
Total NEW Individuals Served who Qualify for TANF			
Total NEW Families Served who Qualify for TANF			
Total TANF NEW Individuals provided financial assistance			
Total TANF NEW Families provided financial assistance			
Total TANF NEW Financial Assistance Amount Provided to Individuals	\$ -	\$ -	\$ -
Total TANF NEW Financial Assistance Amount Provided to Families	\$ -	\$ -	\$ -
Challenge Grant- significant activity/purchase/success story			

Emergency Shelter/Prevention Deliverables	Street Outreach	Emergency Shelter	Prevention	Rapid Rehousing
Total Monthly Deliverable Requirement				
Total Annual Deliverables Requirement				
Total Individuals Served by Activity - Month				
Total Unduplicated Individuals Served by Activity - Month				

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Total Individuals Served by Activity State Fiscal Year to Date - Annual				
Total Unduplicated Individuals Served by Activity State Fiscal Year to Date - Annual				
Total Financial Support to Homeless Organizations (non-individuals) by Activity - Month				
Total State Fiscal Year to Date Financial Support to Homeless Organizations (non-individuals) by Activity - Annual				
Total Monthly Deliverables Achieved	0	0	0	0
Total Annual Deliverables Achieved	0	0	0	0
Elaborate on Conditions- significant activity/purchase/success story				

TANF Homelessness Prevention Grant Deliverables	Financial Assistance	Case Management
Total Monthly Deliverable Requirement		
Total Annual Deliverables Requirement		
Total Individuals Served by Activity - Month		
Total Unduplicated Individuals Served by Activity - Month		
Total Individuals Served by Activity State Fiscal Year to Date - Annual		
Total Unduplicated Individuals Served by Activity State Fiscal Year to Date - Annual		
Total Monthly Deliverables Achieved	0	0
Total Annual Deliverables Achieved	0	0

TANF- significant activity/purchase/success story	

Emergency Solutions Grant - RUSH Initiatives	Street Outreach	Emergency Shelter	Prevention	Rapid Rehousing
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Total Monthly Deliverable Requirement				
Total Annual Deliverables Requirement				
Total Individuals Served by Activity - Month				
Total Unduplicated Individuals Served by Activity - Month				
Total Individuals Served by Activity State Fiscal Year to Date - Annual				
Total Unduplicated Individuals Served by Activity State Fiscal Year to Date - Annual				
Total Financial Support to Homeless Organizations (non-individuals) by Activity - Month				
Total State Fiscal Year to Date Financial Support to Homeless Organizations (non-individuals) by Activity - Annual				
Total Monthly Deliverables Achieved	0	0	0	0
Total Annual Deliverables Achieved	0	0	0	0
Notes - significant activity/purchase/success story				

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E.1. MINIMUM PERFORMANCE MEASURES (ALL 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 D.1 shall be made independently using the Monthly Status Report identified in Exhibit D. 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 Exhibit D of this Contract, and in the Monthly Status Reports identified in Exhibit D pursuant to 2.4, 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 B.1.1. Performance measures will specifically address the deliverables identified in D.2.1, as referenced in 24 CFR Part 578.7.
- E.1.2. Challenge Grant** – The applicability of this section is identified in B.1.2. Performance measures will specifically address the housing, service, and program needs included in the CoC plan pursuant to §420.622(4), F.S.
- E.1.3. Emergency Solutions Grant (ESG)** – The applicability of this section is identified in B.1.3. 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 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 B.1.4. Performance measures will specifically address the requirements set forth in §414.161(5), F.S. and are as follows: The applicability of this section is identified in B.1.3. Performance measures will specifically address the program components referenced in 45 CFR Part 260. 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 C5 to the Department for its submission to HUD.
- E.1.5. Rapid Unsheltered Survivor Housing (RUSH)** - The applicability of this section is identified in B.1.5. 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 C5 to the Department for its submission to HUD.

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 D.2 shall not prevent acceptance of deliverables and payment for any other funding stream involved for under this Contract.
- E.2.2. Staffing Grant** – The applicability of this section is identified in B.1.1. 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 E1.

CoC Board/Membership Meeting Activities – The CoC will hold CoC Board and/or Membership Meetings each month, as defined in D.2.2.1.	Complete four activities from at least three of the Minimum Service Targets identified.
CoC Committee/Subcommittee/Workgroup Activities – The CoC will hold Committee, Subcommittee, or Workgroup Meetings each month, as defined in D.2.2.2.	
CoC Training and Technical Assistance Activities – The CoC will conduct Trainings and Technical Assistance Activities each month, as defined in D.2.2.3.	
CoC Subcontractor Monitoring – The CoC will conduct subcontractor monitoring as defined in D.2.2.4.	
Community Engagement Activities – The CoC will conduct community Engagement Activities as defined in D.2.2.5.	

E.2.3. Challenge Grant – The applicability of this section is identified in B.1.2. 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 E2.

Challenge Grant Housing Activities – The Challenge Grant Housing Projects will achieve a minimum number of deliverables, as identified in D.2.3.	100% of deliverables met on a monthly and annual basis.
Challenge Grant Program Activities – The Challenge Grant Program Projects will achieve a minimum number of deliverables, as identified in D.2.3.	100% of deliverables met on a monthly and annual basis.
Challenge Grant Service Activities – The Challenge Grant Service Projects will achieve a minimum number of deliverables, as identified in D.2.3.	100% of deliverables met on a monthly and annual basis.

E.2.4. Emergency Solutions Grant (ESG) – The applicability of this section is identified in B.1.3. 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 E3.

ESG Emergency Shelter Activities – The ESG Emergency Shelter Projects will achieve a minimum number of deliverables, as identified in D.2.4.	100% of deliverables met on a monthly and annual basis.

ESG Street Outreach Activities – The ESG Street Outreach Projects will achieve a minimum number of deliverables, as identified in D.2.4.	100% of deliverables met on a monthly and annual basis.
ESG Homelessness Prevention Activities – The ESG Homelessness Prevention Projects will achieve a minimum number of deliverables, as identified in D.2.4.	100% of deliverables met on a monthly and annual basis.
ESG Rapid Re-Housing Activities – The ESG Rapid Re-Housing Projects will achieve a minimum number of deliverables, as identified in D.2.4.	100% of deliverables met on a monthly and annual basis.

E.2.5. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant – The applicability of this section is identified in B.1.4. 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 E4.

ESG Emergency Shelter Activities – The ESG Emergency Shelter Projects will achieve a minimum number of deliverables, as identified in D.2.5.	100% of deliverables met on a monthly and annual basis.
ESG Street Outreach Activities – The ESG Street Outreach Projects will achieve a minimum number of deliverables, as identified in D.2.5.	100% of deliverables met on a monthly and annual basis.

E.2.6. Rapid Unsheltered Survivor Housing (RUSH) - The applicability of this section is identified in section B.1.3. 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 E3.

ESG RUSH Emergency Shelter Activities – The ESG Emergency Shelter Projects will achieve a minimum number of deliverables, as identified in D.2.6.	100% of deliverables met on a monthly and annual basis.
ESG RUSH Street Outreach Activities – The ESG Street Outreach Projects will achieve a minimum number of deliverables, as identified in D.2.6.	100% of deliverables met on a monthly and annual basis.
ESG RUSH Homelessness Prevention Activities – The ESG Homelessness Prevention Projects will achieve a minimum number of deliverables, as identified in D.2.6.	100% of deliverables met on a monthly and annual basis.

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ESG RUSH Rapid Re-Housing Activities – The ESG Rapid Re-Housing Projects will achieve a minimum number of deliverables, as identified in D.2.6.	100% of deliverables met on a monthly and annual basis.
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E.2.7. For E.2.3., E.2.4., and E.2.5. (as applicable) listed above, the Provider must maintain documentation to support proof of service delivery, including but not limited to receipts, case notes, homeless verification/eligibility forms, receipts for any direct client/shelter costs, lease agreements, utility bills, HMIS reports, etc.

E.3. PERFORMANCE STANDARDS STATEMENT

In accordance with §402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code, by execution of this Contract the Provider hereby acknowledges and agrees that its performance under the Contract must meet the standards set forth above and will be bound by the conditions set forth in this Contract. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow up to six months for the Provider to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the 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

- Exhibit E1 – Staffing Grant Back-up Documentation Requirements**
- Exhibit E2 – Challenge Grant Back-up Documentation Requirements**
- Exhibit E3 – Emergency Solutions Grant & Rapid Unsheltered Survivor Housing (RUSH) Back-up Documentation Requirements**
- Exhibit E4 – Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant Back-up Documentation Requirements**

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EXHIBIT E1 – STAFFING GRANT BACK-UP DOCUMENTATION REQUIREMENTS

The applicability of this section is identified in **B.1.1**.

A complete and accurate Monthly Status Report and Invoice and Match Report are required for payment from the Department. Additional backup documentation required for payment is identified below and sorted by Monthly Deliverables identified in **D.2.2**.

CoC Board/Membership Meeting Activities

- Meeting Minutes, or
- Meeting Agenda and Sign-in Sheet.

CoC Committee/Subcommittee/Workgroup Activities

- Meeting Minutes, or
- Meeting Agenda and Sign-in Sheet.

CoC Training and Technical Assistance Activities

- Training Materials or Agenda, and
- Sign-in Sheet, or
- Specific Documentation of Technical Assistance Provided.

CoC Subcontractor Monitoring

- Monitoring Report
- Notification of monitoring report sent to subcontractor.

CoC Community Engagement Activities

- Flyers

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EXHIBIT E2 – CHALLENGE GRANT BACK-UP DOCUMENTATION REQUIREMENTS

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

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 D.2.3. Challenge Grant activities must provide a detailed expenditure report by subcontractor.

Below are examples of backup documentation that may fall into the identified categories; however, the Department may request any and all documentation required to verify the veracity and applicability of any expenditure.

Housing Activities

Includes support for the following activities, with required documentation outlined below each:
Rental and Mortgage Assistance

- Eligible Uses:
 - Short-term rental assistance
 - First and/or last month's rent
 - Mortgage payment assistance
 - Security deposits
 - Application fees
- Required Documentation:
 - Past due notice or payment demand
 - Copy of lease agreement (first page and signature page) or landlord agreement form with signatures
 - Payment statement or invoice
 - Proof of payment (cleared check, receipt, financial ledger, etc.)

Utility Assistance

- Eligible Uses:
 - Current and past due utility payments
 - Utility late fees and connection fees
 - Utility deposits
- Required Documentation:
 - Past due notice or arrears letter from utility company
 - Proof of address (e.g., lease agreement)
 - Deposit requirement information (if applicable)
 - Payment statement or invoice
 - Proof of payment (cleared check, receipt, financial ledger, etc.)

Shelter and Temporary Housing Support

- Eligible Uses:
 - Bridge housing
 - Hotel/motel vouchers
- Required Documentation:
 - Receipts, invoices, or documentation of stay
 - Proof of payment

Additional Housing-Related Costs

- Eligible Uses:
 - Inspection costs
 - Moving costs
 - Minor repairs to homes
- Required Documentation:
 - Itemized receipts or invoices
 - Proof of payment

Shelter Operations and Case Management

- Eligible Uses:
 - Shelter Operations
 - Beds, pillows, and mattresses
 - Furniture (tables, couches, chairs, desks)
 - Towels and bedding
 - Food
 - Cleaning supplies
 - Kitchen equipment, supplies, and appliances
 - Renovations
 - Furniture repair
 - Washers and dryers
 - Landlines and hotlines for resident use
 - Supplies
 - Utilities (e.g., phone, electric)
 - Other operational expenses
- Required Documentation:
 - Itemized receipts for eligible purchases
 - Proof of payment

Low-Income Housing Maintenance & Construction for Special Populations

- Eligible Uses:
 - Maintenance and minor repairs of low-income housing
 - Construction costs for special population housing, including:
 - Appliances
 - Fire safety equipment
 - Plumbing and electrical work
 - Required Documentation:
 - Invoices, contracts, or itemized receipts
 - Proof of payment

Case Management

- Eligible Uses:
 - Staff time directly related to client support
- Required Documentation:
 - Timecard or log documenting hours of case management services
 - Pay stub of staff member being paid

Program Activities

Program Operations and Administrative Support: Covers the operational and logistical needs of homeless service programs.

- Eligible Uses:
 - Staff training costs
 - Staff travel (including mileage for outreach)
 - HMIS software, licenses, training, and maintenance
 - Tablets and phones for outreach staff
 - Hotspots for conducting mobile assessments, applications, and case notes
 - Vehicle purchase or lease, insurance, and fuel
 - Projectors and educational computer stations for youth academic support
 - Repair funds for facility upkeep
 - Portable toilets
 - Job readiness fund (to support employment preparation and placement activities)
- Required Documentation:
 - Itemized receipts or invoices
 - Travel logs (if applicable)
 - Proof of payment

Case Management: Funds staffing directly related to client support services.

- Eligible Uses:
 - Case management activities
 - Staff salaries related to direct service
 - Fringe benefits
- Required Documentation:
 - Timecard or documentation of hours spent on case management
 - Pay stub of staff member being paid

Service Activities

Case Management Services

- Eligible Uses:
 - Housing stability case management
 - Assistance applying for benefits (e.g., SNAP, SSI/SSDI)
 - EBT card replacement
 - Access to healthcare
 - Employment counseling
 - Mediation and advocacy with landlords
 - Credit repair
 - Education on lease terms
 - Housing search and placement
- Required Documentation:
 - Timecard/sheet documenting hours dedicated to case management
 - Pay stub of the staff member being paid

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Street Outreach Services: Funds engagement and support for individuals experiencing unsheltered homelessness.

- Eligible Uses:
 - Assessment and evaluation
 - Crisis counseling
 - Referral to coordinated entry and mainstream services
 - Provision of basic needs (e.g., food, water, clothing, hygiene items, blankets)
 - Follow-up assistance
- Required Documentation:
 - Itemized receipts for eligible outreach purchases (meals, blankets, clothing, toiletries)

Housing Stabilization and Life Skills Training: Helps individuals retain housing and achieve long-term stability through skill-building.

- Eligible Uses:
 - Financial literacy and management
 - Conflict resolution training
 - Shopping and nutrition education
 - Parenting classes
 - Resume preparation and job search support
 - Public transportation education
- Required Documentation:
 - Curriculum outlines, attendance records, or invoices for services/materials (as applicable)

Transportation Assistance: Supports both staff and client travel necessary for service access and outreach.

- Eligible Uses:
 - Travel reimbursement for staff (e.g., mileage for outreach or home visits)
 - Public transportation assistance for clients (e.g., bus passes)
 - Other client transportation (e.g., taxis, gas vouchers, bicycle repair)
- Required Documentation:
 - For staff mileage: DCF Travel Form
 - For public transit: Itemized distribution list of bus passes by recipient
 - Receipts for transportation purchases and reimbursements

Direct Client Assistance: Provides tangible support to remove barriers to housing and stability.

- Eligible Uses:
 - ID cards, birth certificates, and vital records
 - Basic necessities: water, food, clothing, hygiene kits, first aid, laundry/cleaning supplies, bug spray, blankets
 - Medical, dental, and prescription co-pays
 - Household items and furnishings
 - Relocation assistance to reunite with family/friends
 - Childcare costs
 - Work-related supplies

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- Required Documentation:
 - Receipts or invoices for items/services
 - Case notes documenting need and assistance provided

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EXHIBIT E3 – EMERGENCY SOLUTIONS GRANT/RAPID UNSHELTERED SURVIVOR HOUSING (RUSH) BACK-UP DOCUMENTATION REQUIREMENTS

The applicability of this section is identified in B.1.3. and B.1.5.

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 D-2.4. Emergency Solutions Grant activities must provide a detailed expenditure report by subcontractor. Below are examples of backup documentation that may fall into the identified categories; however, the Department may request any and all documentation required to verify the veracity and applicability of any expenditure.

Prevention 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.)
- Case Management
 - Timecard/Sheet documenting the Hours dedicated to the Case Management Services Provided
 - Pay Stub of Staff Member being paid

Rapid Rehousing Activities

- 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.)
- Case Management
 - Timecard/Sheet documenting the Hours dedicated to the Case Management Services Provided
 - Pay Stub of Staff Member being paid

Street Outreach Activities

- Case Management

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- Timecard/Sheet documenting the Hours dedicated to the Case Management Services Provided
 - Pay Stub of Staff Member being paid
 - Engagement
 - 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
- Emergency Shelter Activities**
- Essential Services
 - Case Management
 - Timecard/Sheet documenting the Hours dedicated to the Case Management Services Provided
 - Pay Stub of Staff Member being paid
 - Shelter Operations
 - Itemized Receipts for Eligible Purchases (including but not limited to supplies, phone/utilities, and other operating expenses)

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

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

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 D.2.5. TANF Homelessness Prevention Grant activities must provide a detailed expenditure report by subcontractor. Below are examples of backup documentation that may fall into the identified categories; however, the Department may request any and all documentation required to verify the veracity and applicability of any expenditure.

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

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

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EXHIBIT F – METHOD OF PAYMENT

F.1. BUDGET

- F.1.1. The Provider shall submit separate line-item budgets and narratives for each funding stream included in this contract in the Contract Budget section of the Contract Management Document. The Contract Budget must be approved in writing by the Office on Homelessness. Any change must be approved by the Department prior to implementation through a technical adjustment through the process outlined in F.1.1.1.
- F.1.1.1. **Budget Changes** – The Provider must submit to the Office on Homelessness a written request for budget changes and obtain written approval before a change is implemented. Once implemented, the change must be updated in the Contract Budget section of the Contract Management Document. Such changes between categories within a funding stream may be allowed if the following conditions are met and do not require an amendment:
- F.1.1.1.1. There is no change in the scope or objectives of the contract.
 - F.1.1.1.2. The changes do not increase or decrease the total fiscal year budget amount per grant as applicable and identified in F.2.1.1., F.2.1.2., F.2.1.3., F.2.1.4., and F.2.1.5. below.
 - F.1.1.1.3. There is another category in the budget from which funds can be shifted.
 - F.1.1.1.4. The changes do not involve establishing a new category.
 - F.1.1.1.5. Budget changes which do not meet the above conditions will require a properly executed contract amendment, signed by the Provider and the Department on or before the effective date of implementation.
- F.1.2. The Provider may invoice for Administrative Costs as applicable and identified in B.1. Applicable Administrative rates are as follows:
- F.1.2.1. **Challenge Grant** – Administrative costs for the Challenge Grant may not exceed 10 percent of the total grant award.
- F.1.2.2. **Emergency Solutions Grant (ESG)** – Administrative costs for ESG may not exceed 5 percent of the total grant award.
- F.1.2.3. **Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant** – Administrative costs for the TANF Homelessness Prevention Grant may not exceed three percent of the total grant award.

F.2. PAYMENT CLAUSE

- F.2.1. This is a combination fixed price and cost reimbursement contract for the provision of services to homeless persons. The Department shall pay the Provider for the delivery of service units provided in accordance with terms of this contract for a total dollar amount not to exceed **\$3,276,202.83** subject to availability of funds. The total contract amount shall be allocated as follows:

Contract Period	
2025-2026	\$1,092,067.61
2026-2027	\$1,092,067.61
2027-2028	\$1,092,067.61
Total	\$3,276,202.83

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F.2.1.1. Staffing Grant – The Department agrees to pay for the service units at the prices and limits listed below for Staffing Grant Activities:

2025-2026	One Month of Lead Agency Staffing Activities	11	\$15,105.89	\$181,270.62
		1	\$15,105.83	
2026-2027	One Month of Lead Agency Staffing Activities	11	\$15,105.89	\$181,270.62
		1	\$15,105.83	
2027-2028	One Month of Lead Agency Staffing Activities	11	\$15,105.89	\$181,270.62
		1	\$15,105.83	
Total				\$543,811.86

F.2.1.2. Challenge Grant – The Department agrees to reimburse for allowable costs listed below for Challenge Grant Activities:

2025-2026	One Month of Eligible Challenge Grant Activities	12	N/A	\$674,937.52
2026-2027	One Month of Eligible Challenge Grant Activities	12	N/A	\$674,937.52
2027-2028	One Month of Eligible Challenge Grant Activities	12	N/A	\$674,937.52
Total				\$2,024,812.56

F.2.1.3. Emergency Solutions Grant (ESG) – The Department agrees to reimburse for allowable costs listed below for ESG Activities:

2025-2026	One Month of Eligible ESG Activities	12	N/A	\$204,285.14
2026-2027	One Month of Eligible ESG Activities	12	N/A	\$204,285.14
2027-2028	One Month of Eligible ESG Activities	12	N/A	\$204,285.14
Total				\$612,855.42

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F.2.1.4. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant – The Department agrees to reimburse for allowable costs listed below for TANF Homelessness Prevention Grant Activities:

2025-2026	One Month of Eligible TANF Homelessness Prevention Grant Activities	12	N/A	\$31,574.33
2026-2027	One Month of Eligible TANF Homelessness Prevention Grant Activities	12	N/A	\$31,574.33
2027-2028	One Month of Eligible TANF Homelessness Prevention Grant Activities	12	N/A	\$31,574.33
Total				\$94,722.99

F.2.1.5. Rapid Unsheltered Survivor Housing (RUSH) – The Department agrees to reimburse for allowable costs listed below for RUSH Activities:

2025-2026	One Month of Eligible RUSH Activities	12	N/A	\$0.00
2026-2027	One Month of Eligible RUSH Activities	12	N/A	\$0.00
2027-2028	One Month of Eligible RUSH Activities	12	N/A	\$0.00
Total				\$0.00

- F.2.1.6.** The Provider shall deliver quarterly reconciliations to the Department (Contract Manager) for this Contract. This report must reconcile actual expenditures to payments issued by the Department. The Department reserves the right to request reimbursement for payments issued to the Provider that exceed the eligible expenditures documented during the quarter being reviewed.
- F.2.2. Cost Reimbursement –** Costs associated with carrying out services under this contract will first be paid by the Provider or Subcontractor. The Provider will submit invoices for eligible costs to the Department for reimbursement in accordance with the Department of Financial Services Reference Guide for State Expenditures which is incorporated by reference.
- F.2.2.1. Challenge Grant –** The applicability of this section is identified in B.1.2. and F.2.1.2. The Challenge Grant is a cost reimbursement grant funded by state funds pursuant to program guidelines under §420.622(4), F.S. The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract for a total dollar amount identified in F.2.1.2., subject to availability of funds.
- F.2.2.2. Emergency Solutions Grant (ESG) –** The applicability of this section is identified in B.1.3., and F.2.1.3. The ESG is a cost reimbursement grant funded by federal funds pursuant to program guidelines under 24 CFR Part 576 and 2 CFR Part 200. The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract for a total dollar amount identified in F.2.1.3., subject to availability of funds.

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- F.2.2.3. Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant –** The applicability of this section is identified in B.1.4. and F.2.1.4. The TANF Homelessness Prevention Grant is a cost reimbursement grant funded by federal funds pursuant to program guidelines under the TANF Block Grant, 45 CFR Part 260, 2 CFR Part 200, and §414.161, F.S. The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract for a total dollar amount identified in F.2.1.4., subject to availability of funds.
- F.2.2.4. Rapid Unsheltered Survivor Housing (RUSH) –** The applicability of this section is identified in B.1.5. and F.2.1.5. The RUSH Grant is a cost reimbursement grant funded by federal funds pursuant to program guidelines under 24 CFR Part 576 and 2 CFR Part 200. The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract for a total dollar amount identified in F.2.1.5., subject to availability of funds.
- F.2.3. Indirect Costs –** In accordance with 2 CFR Part 200, subpart E and 24 CFR 576.109, Emergency Solutions Grant funds and its subgrants including Rapid Unsheltered Survivor Housing funds, may be used to pay indirect costs.

F.3. INVOICE REQUIREMENTS

- F.3.1.** The Provider shall be paid in accordance with the schedule of payment specified in F.1.1. To receive payment, the Provider shall deliver the supporting documentation to verify successful completion, identified in E1–E5 of this Contract no later than 30 days after the completion of each month of service.
- F.3.3.1.** In the event an invoice submission is returned to the Provider for correction the Provider shall have up to 10 days to make corrections and resubmit a correct invoice to the Department.
- F.3.2.** The Provider shall submit invoices using the templates provided in F1–F5. Invoices submitted for various services under this grant shall be evaluated for completeness and accuracy for payment independently of each other.
- F.3.3.** 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 contract. 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.
- F.3.4.** The Provider may submit invoices and supporting documentation electronically, provided the invoice submission is clearly legible and contains a full-color electronic signature by the Provider's designated representative attesting to the completeness and accuracy of the submission and all supportive documentation for payment under cost reimbursement.
- F.3.5.** The Provider shall submit a final invoice for payment no later than 45 days after the end of each State Fiscal Year associated with this Contract, after the expiration of this Contract, or after this Contract has been terminated for any reason.
- F.3.5.1.** Failure to submit a timely final invoice will result in a forfeiture of all rights to payment and the Department shall not honor any requests submitted after the aforesaid time period.
- F.3.5.2.** The Department shall withhold any payment due until the reports required by F1–F5 have been submitted by the Provider and accepted by the Department.
- F.3.6.** Pursuant to §215.971, F.S., as a Provider or subcontractor of federal or state financial assistance, the Provider may expend funds only for allowable costs resulting from obligations incurred from July 1, 2025 through June 30, 2026, 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 Contract Expenditures.
- F.3.6.1.** Pursuant to §215.971, F.S., any balance of unobligated funds which has been advanced or paid must be refunded to the Department.

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- F.3.6.2.** Pursuant to \$215.971, F.S., 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 **EXHIBIT E** and applicable supporting documentation outlined in F.4.1.
- F.3.9. Invoice Approval Process**
 - F.3.9.1.** The Department will have up to five 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 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).

F4. 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

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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. §287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with §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.
- F.4.3.** 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.
- F.4.4.** The Provider 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 contract may be withheld until the evaluation and reports due from the Provider, and adjustments thereto have been received and approved by the Department.
- F.4.5. Match Requirements**
 - F.4.5.1** 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 date this Contract is executed.
 - F.4.5.2.** §420.622(4)(a), F.S., provides language pertaining to matching funds or in-kind support required of the Provider for the Challenge Grant.
 - F.4.5.3.** Pursuant to 24 CFR Part 576.201, a match of 100% is required for funds received under ESG. Pursuant to 24 CFR Part 576.100, the Office on Homelessness will pass along the state's match exemption of \$100,000 (in total) to providers who lack capacity. These providers will be identified by the Office on Homelessness.
 - F.4.5.4.** There must be specific documentation as to the date, amount, and source of all matching contributions.
 - F.4.5.5.** The matching requirement may be met by one or more of the following:
 - F.4.5.5.1.** Cash expended for allowable costs by the Provider.
 - F.4.5.5.2.** Noncash contributions which are defined as the value of any real property, equipment, goods, or services contributed to the program, provided that if the Provider 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.
To determine the value of any donated material or building or of any lease, the Provider must use a method to reasonably calculate to establish the fair market value at the time of the donation.

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Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the Provider's organization. If the Provider does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.

Some noncash contributions are real property, equipment, goods, or services that, if the Provider 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.

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.

F.4.5.6. The matching requirement identified above may not be met by using funds from this Contract.

F.4.5.7. The Provider shall deliver quarterly reconciliations to the Department (Contract Manager) to account for match provided in this Contract. The Department reserves the right to request reimbursement for payments issued to the Provider when sufficient evidence of matching funds is not provided and documented during the quarter being reviewed.

F.5. FINANCIAL CONSEQUENCES, DELAYED PAYMENT, AND CORRECTIVE ACTION

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), F.S.

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 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 10 percent 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 6.1. Corrective action plans required under 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 F.3 of this Contract, the Department, after determining the absence of mitigating circumstances, shall apply a financial consequence of five percent from the invoice payment.

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F-6. INVOICES

- Exhibit F1 – Staffing Grant Invoice & Match Report**
- Exhibit F1.1 - Staffing Grant Roll-up Report**
- Exhibit F2 – Challenge Grant Invoice & Match Report**
- Exhibit F2.1 – Challenge Grant Roll-up Report**
- Exhibit F3 – Emergency Solutions Grant Invoice & Match Report**
- Exhibit F3.1 – Emergency Solutions Grant Roll-up Report**
- Exhibit F4 – Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant Invoice & Match Report**
- Exhibit F4.1 – Temporary Assistance for Needy Families (TANF) Homelessness Prevention Grant Roll-up Report**
- Exhibit F5 – Rapid Unsheltered Survivor Housing (RUSH) Invoice and Match Report**
- Exhibit F5.1 - Rapid Unsheltered Survivor Housing (RUSH) Roll-up Report**

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EXHIBIT F1 – STAFFING GRANT INVOICE & MATCH REPORT

STAFFING GRANT		FEID #	
Contract #		Provider Name	
Invoice #		Address	
Invoice Period			
For Use by Provider			
Award Total	\$ -	Deliverables (Must complete at least four activities from three of the following.)	Actual
Payment Amount	\$ -	CoC Board/Membership Meetings	
Previous Payment(s) Total	\$ -	CoC Committee, Subcommittee, or Workgroup Meetings	
Balance After This Payment	\$ -	CoC Training and Technical Assistance Activities	
		CoC Subcontractor Monitoring	
		CoC Community Engagement Activities	
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 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	60 30 30 ____ 209	Contract Manager Name	
OCA HMLHA	Object 751000	Contract Manager Signature	
EO AB	Category 100561		

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EXHIBIT F2 – CHALLENGE GRANT INVOICE & MATCH REPORT

CHALLENGE GRANT			FEID #				
Contract #		Provide r Name					
Invoice #		Address					
Invoice Period							
For Use by Provider							
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 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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EXHIBIT F2.1 – CHALLENGE GRANT ROLL-UP REPORT

Provider Name
Contract Number
Month of Services

Housing 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		\$

Program 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		\$

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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					\$

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EXHIBIT F3 – EMERGENCY SOLUTIONS GRANT INVOICE & MATCH REPORT

EMERGENCY SOLUTIONS GRANT					FEID #		
Contract #		Provider Name					
Invoice #							
Invoice Period		Address					
For Use by Provider							
Org Code	Description	Deliver-able	Served this Month	Approved Budget	Payment Amount	Previous Payment(s) Total	Balance After This Payment
60303025209	Street Outreach			\$ -	\$ -	\$ -	\$ -
60303029209	Emergency Shelter			\$ -	\$ -	\$ -	\$ -
60303024209	Prevention			\$ -	\$ -	\$ -	\$ -
60303021209	Rapid Rehousing			\$ -	\$ -	\$ -	\$ -
60303023209	HMIS			\$ -	\$ -	\$ -	\$ -
60303022209	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 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	780000	Contract Manager Signature			
EO		Category	100550				

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EXHIBIT F3.1 – EMERGENCY SOLUTIONS GRANT ROLL-UP REPORT

Provider Name
Contract Number
Month of Services

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

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

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Homelessness Prevention

	<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		\$

Rapid Rehousing

	<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		\$

Homeless Management Information System

	<i>Date Service Provided</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1				
2				
3				

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4		
5		
	Total	\$
Administrative Costs		
	Total (5%)	\$
TOTAL AMOUNT SUBMITTED FOR PAYMENT		
	Total	\$

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EXHIBIT F4 – TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)
HOMELESSNESS PREVENTION GRANT INVOICE & MATCH REPORT

TANF HOMELESSNESS PREVENTION GRANT					FEID #		
Contract #		Provider Name					
Invoice #							
Invoice Period		Address					
For Use by Provider							
Org Code	Description	Deliverables	Served Month	Approved Budget	Payment Amount	Previous Payment(s) Total	Balance After This Payment
60303041209	Financial Assistance	Individual		\$ -	\$ -	\$ -	\$ -
		Household		\$ -	\$ -	\$ -	
60303042209	Case Management	Individual		\$ -	\$ -	\$ -	\$ -
		Household		\$ -	\$ -	\$ -	
60303043209	Admin		\$ -	\$ -	\$ -	\$ -	
	Total			\$ -	\$ -	\$ -	
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 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	HPG00	Object	780000	Contract Manager Signature			
EO	H6	Category	100550				

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

Provider Name

Contract Number

Month of Services

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		\$

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Case Management

	<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 (3%)	\$
TOTAL AMOUNT SUBMITTED FOR PAYMENT		
	Total	\$

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EXHIBIT F5- RAPID UNSHELTERED SURVIVOR HOUSING (RUSH) MONTHLY INVOICE

EMERGENCY SOLUTIONS GRANT- RUSH					FEID #	prepopulate	
Contract #				Provider Name			
Invoice #				Address			
Invoice Period							
For Use by Provider							
Org Code	Description	Deliverable	Served this Month	Approved Budget	Payment Amount	Previous Payment(s) Total	Balance After This Payment
60303025209	Street Outreach	0		\$ -	\$ -	\$ -	\$ -
60303029209	Emergency She	0		\$ -	\$ -	\$ -	\$ -
60303024209	Prevention	0		\$ -	\$ -	\$ -	\$ -
60303021209	Rapid Rehousing	0		\$ -	\$ -	\$ -	\$ -
60303023209	HMIS			\$ -	\$ -	\$ -	\$ -
60303022209	Admin			\$ -	\$ -	\$ -	\$ -
Total				\$ -	\$ -	\$ -	\$ -
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		Name & Title of Provider Official			
For Use by Contract Manager Only							
Will a Financial Consequence be applied?	Fin. Conseq. (5% of Total Amount)	60303022209		Date of Invoice Received			
Yes / No	Delayed Payment (10% for each Unmet Deliverable)	60303025209		Date Goods/Services Received			
Deliverables Met (if no, see delayed payment section)		60303029209		Date Goods Inspected and Approved			
		60303024209		Date Invoice Approved			
		60303021209					
Yes / No		603030		Contract Manager Name			
Org		603030					

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See payment detail above		Recoupment (Previous Unmet Deliverable Achieved)	25209		
OCA			603030		
			29209		
EO			603030		Contract Manager Signature
Object			24209		
			603030		
			21209		
Category		Total Payment Amount			

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EXHIBIT F5.1 – RAPID UNSHELTERED SURVIVOR HOUSING (RUSH 2)
GRANT ROLL-UP REPORT

Provider Name _____
Contract Number _____
Month of Services _____

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	\$ -

Homelessness Prevention

<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				\$ -

Rapid Rehousing

<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				\$ -

Homeless Management Information System

<i>Date Service Provided</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1			
2			
3			
4			

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5					
				Total	\$ -

Administrative Costs

1		
2		
3		
4		
5		
	Total (10%)	\$ -

TOTAL AMOUNT SUBMITTED FOR PAYMENT

	Total	\$ -
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ATTACHMENT I
FINANCIAL COMPLIANCE

The administration of resources awarded by the Department to the Provider may be subject to audits as described in this Attachment.

1. **MONITORING**

1.1. In addition to reviews of audits conducted in accordance with 2 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. Monitoring or oversight reviews include 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 Provider shall comply and cooperate with any monitoring or oversight reviews deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider shall comply with any additional instructions provided by the Department regarding such audit. The Provider shall 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.

2. **AUDITS**

2.1. **Part I: Federal Requirements**

2.1.1. This part is applicable if the Provider is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

2.1.2. In the event the Provider expends \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500-200.521. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Provider 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 shall be in accordance with guidelines established by 2 CFR §§200.500-200.521. An audit of the Provider 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 Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

2.1.3. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall 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.

2.2. **Part II: State Requirements**

2.2.1. This part is applicable if the Provider is a non-state entity as defined by §215.97(2), F.S.

2.2.2. In the event the Provider expends \$750,000 or more in state financial assistance during its fiscal year, the Provider must have a state single or project-specific audit conducted in accordance with §215.97, F.S.; 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 Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its

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contract manager. In the event the Provider expends less than \$750,000 in state financial assistance during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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

2.2.4. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall 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.

2.3. Part III: Report Submission

2.3.1. Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Department within 30 (federal) or 45 (state) days of the Provider's receipt of the audit report or within nine months after the end of the Provider's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

2.3.1.1. The Contract Manager.

2.3.1.2. Department of Children & Families, Office of the Inspector General, Single Audit Unit
Hqw.IG.SingleAudit@myflfamilies.com.

2.3.1.3. Reporting packages required by Part I of this attachment shall be submitted, when required by 2 CFR §200.512 (d), by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: <https://www.fac.gov/>, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

2.3.1.4. Reporting packages required by Part II of this agreement shall be submitted by or on behalf of the Provider directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General
Local Government Audits/251
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
flaudgen_localgovt@aud.state.fl.us.

The Auditor General's website (<https://flauditor.gov>) provides instructions for filing an electronic copy of a financial reporting package.

2.3.2. When submitting reporting packages to the Department for audits done in accordance with 2 CFR §§200.500-200.521, or Chapters 10.550 (local governmental entities), or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, the Provider shall include correspondence from the auditor indicating the date the audit report package was delivered to the Provider. When such correspondence is not available, the date that the audit report package was delivered by the auditor to

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the Provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

2.3.3. Certifications that audits were not required shall be submitted within 90 days of the end of the Provider's audit period.

2.3.4. Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

2.4. Record Retention

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

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EXHIBIT J

CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT

This Required Certification MUST be Submitted

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Agency, Catholic Charities, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Agency's Authorized Official

Ellen T. Wayne, Ed.D, CEO

Name and Title of Agency's Authorized Official



Date

EXHIBIT K

CERTIFICATION DEBARMENT AND SUSPENSION

The Agency certifies that:

- a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Agency agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: Catholic Charities of the Diocese of Palm Beach, Inc.

ADDRESS: _____

COMPANY'S AUTHORIZED OFFICIAL:

Ellen T. Wayne, Ed.D., CEO
Name and Title



Signature

10/22/25

Date

EXHIBIT L

Florida Department of Children & Families
SUBCONTRACTING REQUEST FORM

Contractors/Providers: Complete this form and submit it to the assigned contract manager for review along with a copy of the subcontract.

A. Subcontractor's legal name and address.

Legal Name: _____

Street Address: _____

City, State, Zip Code: _____

B. Brief Description of the subcontract scope of work:

Amount of the subcontract: \$__

C. Percentage of subcontract allocated from primary agreement: __% (amount of subcontract ÷ amount of contract = percentage)

D. Does the subcontractor currently employ current or former DCF employees?

Yes ☐ No ☐

E. If yes to E, please provide the name(s) and the role(s).

Name:	Role:

F. Did any subcontractor staff participate in the Department's procurement of this contract?

Yes ☐ No ☐

G. If yes to G, please provide the name(s) and the role(s).

Name:	Role:

--	--

H. Does the subcontractor have any other contracts or subcontracts with DCF?
Yes ☐ No ☐

I. If yes, please provide the contract number(s).

J. Did the agreement include a provision that states - Any rules, laws and regulations as referenced in the contract, in and between Department of Children and Families and The Name of the Provider, are incorporated herein, if applicable?
Yes ☐ No ☐

K. Did the Provider's subcontracting agreement include the requirement to comply with CFOP 60-16, Chapters 3 and 4?
Yes ☐ No ☐

L. Did the Provider's subcontracting agreement include all provisions for Audits, Records (including electronic storage media) and Records Retention?
Yes ☐ No ☐

M. Did the Provider's subcontracting agreement include the provision of independent capacity of contractor?
Yes ☐ No ☐

N. Did the Provider's subcontracting agreement adequately identify the financial assistance award information? (CFDA/CSFA# and title, award year, name of awarding agency, award name/title - Subrecipient Only - use N/A if provider was not determined as a subrecipient relationship)
Yes ☐ No ☐ N/A ☐

O. Did the Provider's subcontracting agreement advise the subrecipient of financial assistance of applicable laws, rules, regulations? (Subrecipient Only - use N/A if provider was not determined as a subrecipient relationship)
Yes ☐ No ☐ N/A ☐

P. Did the Provider's subcontracting agreement include the requirement that a financial and compliance audit be submitted to the Provider per §215.97 (FL Single Audit Act), F.S. and/or OMB 2 CFR Part F? (Fed Single Audit Act - Subrecipient Only - use N/A if provider was not determined as a subrecipient relationship)
Yes ☐ No ☐ N/A ☐

Attestation and Signature of Provider Representative/Authority

"I, _____ (Printed/Typed Name of Provider Representative) _____ certify that the provided information is true and correct; the applicable provisions above have been incorporated in the subcontract agreement. I understand that the Department of Children & Families reserves the right to review the subcontract agreement and additional documentation as needed."

Signature: _____ Date: _____ Contract #: _____
Title of Representative/Authority

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N06262

Entity Name: CATHOLIC CHARITIES OF THE DIOCESE OF PALM BEACH, INC.

Current Principal Place of Business:

100 W 20TH ST.
RIVIERA BEACH, FL 33404

Current Mailing Address:

100 W 20TH ST.
RIVIERA BEACH, FL 33404 US

FEI Number: 59-2470479

Name and Address of Current Registered Agent:

FITZGERALD, J. PATRICK ESQ.
110 MERRICK WAY, SUITE 3-B
CORAL GABLES, FL 33134 US

FILED
Mar 25, 2025
Secretary of State
2212875149CC

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent				Date
Officer/Director Detail :				
Title	TREASURER	Title	MEMBER	
Name	GENDUSA, VITO CPA	Name	DELLO RUSSO, ALBERT VERY REVERAND	
Address	9995 N. MILITARY TRAIL	Address	9995 N. MILITARY TR	
City-State-Zip:	PALM BEACH GARDENS FL 33410	City-State-Zip:	PALM BEACH GARDENS FL 33410	
Title	PRESIDENT	Title	VP	
Name	SHANNON, WILLIAM ESQ.	Name	CASSIDY, NANNETTE	
Address	9995 N. MILITARY TR	Address	9995 N. MILITARY TR	
City-State-Zip:	PALM BEACH GARDENS FL 33410	City-State-Zip:	PALM BEACH GARDENS FL 33410	
Title	CEO	Title	SECRETARY	
Name	WAYNE, ELLEN T ED.D	Name	LEWIS, DANIEL	
Address	100 W 20TH ST	Address	9995 N MILITARY TRAIL	
City-State-Zip:	RIVIERA BEACH FL 33404	City-State-Zip:	PALM BEACH GARDENS FL 33410	

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ELLEN T. WAYNE--CATHOLIC CHARITIES10359303/25/2025

Electronic Signature of Signing Officer/Director Detail	Date
---	------

Certificate of Coverage						Date: 8/28/2025	
Certificate Holder Diocese of Palm Beach, Inc. 9995 North Military Trail Palm Beach Gardens, FL 33410-9650				This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.			
Covered Location Catholic Charities of the Diocese of Palm Beach, Inc. 100 West 20th Street Riviera Beach, FL 33404				Company Affording Coverage THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD OMAHA, NE 68154			
Coverages							
This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.							
	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits		
	Property				Real & Personal Property		
	D. General Liability				Each Occurrence	2,000,000	
	☒ Occurrence	9149	4/1/2025	4/1/2026	General Aggregate	2,000,000	
	☐ Claims Made				Products-Comp/OP Agg		
					Personal & Adv Injury		
					Fire Damage (Any one fire)		
					Med Exp (Any one person)		
	Excess Liability				Each Occurrence		
					Annual Aggregate		
	Other				Each Occurrence	1,000,000	
	Counseling Errors & Omissions	9149	4/1/2025	4/1/2026	Claims Made		
					Annual Aggregate		
					Limit/Coverage		
Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language) Coverage only extends to Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents, c/o Department of Community Services, as required by written contract, for claims arising out of Catholic Charities of the Diocese of Palm Beach, for the term of the certificate.							
Holder of Certificate				Cancellation			
Additional Protected Person(s)				Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.			
Palm Beach County c/o Community Services Department 810 Datura Street West Palm Beach, FL 33401				Authorized Representative <i>Paul A. Peterson</i>			
0833000377							

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement	4/1/2025	Charge	Credit
Cancellation Date of Endorsement	4/1/2026		
Certificate Holder	Diocese of Palm Beach, Inc. 9995 North Military Trail Palm Beach Gardens, FL 33410-9650		
Location	Catholic Charities of the Diocese of Palm Beach, Inc. 100 West 20th Street Riviera Beach, FL 33404		
Certificate No.	9149	of The Catholic Mutual Relief Society of America is amended as follows:	

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an **Additional Protected Person(s)** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

Palm Beach County c/o Community Services Department 810 Datura Street West Palm Beach, FL 33401 Remarks: Coverage only extends to Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents, c/o Department of Community Services, as required by written contract, for claims arising out of Catholic Charities of the Diocese of Palm Beach, for the term of the certificate.
--

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the **Additional Protected Person(s)** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the **Protected Person(s)**. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the **Additional Protected Person(s)** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).

2. Unless specifically agreed to by contract or agreement, the coverage extended to the **Additional Protected Person(s)** by this endorsement is excess and non-contributory over any other available coverage or insurance.

3. This endorsement does not apply to any **Occurrence** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the **Additional Protected Person(s)** for **Occurrences** which cannot be attributed to primary acts or omissions of the **Protected Person(s)**.

5. Provided that a premises is utilized by the **Protected Person(s)** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the **Additional Protected Person(s)** for premises defects or other **Occurrences** which could not be discovered by the **Protected Person(s)** with reasonable diligence.

6. The limited coverage afforded to the **Additional Protected Person(s)** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the **Certificate Holder** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this endorsement or extend beyond the cancellation date.

ENDORSEMENT
General Conditions
(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 4/1/2025 Charge _____ Credit _____

Certificate Holder
Diocese of Palm Beach, Inc.
9995 North Military Trail
Palm Beach Gardens, FL 33410-9650

Certificate No. 9149 of The Catholic Mutual Relief Society is amended as follows:

WAIVER OF SUBROGATION BETWEEN PROTECTED PARTIES

It is agreed that this Certificate is amended that notwithstanding anything to the contrary in Paragraph 11 of the General Conditions of the Certificate, Right of Recovery, in the event of any payment under this Certificate, we waive our right of recovery against any Additional Protected Person(s) in the Certificate.



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 9155 Dadeland, Ste 1112 Miami FL 33156	CONTACT NAME: Religious Team PHONE (A/C, No, Ext): 305-592-6080 FAX (A/C, No): 305-716-3293 E-MAIL: miami.bsdDiocese_Request@ajg.com ADDRESS: miami.bsdDiocese_Request@ajg.com	
INSURED DIOCESE OF PALM BEACH CATHOLIC CHARITIES OF PALM BEACH, INC. 9995 N. MILITARY TRAIL PALM BEACH GARDEN FL 33410	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Princeton Excess & Surplus Lines Ins Co	10786
	INSURER B : Safety National Casualty Corporation	15105
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES		CERTIFICATE NUMBER: 2037229885		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY ☐ PRO-JECT ☐ LOC ☐					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
A	AUTOMOBILE LIABILITY		R2-A3-RL-0000014-01	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	X ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐					PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS ☐					\$
	NON-OWNED AUTOS ONLY ☐					
	UMBRELLA LIAB ☐					EACH OCCURRENCE \$
	EXCESS LIAB ☐					AGGREGATE \$
	DED ☐					\$
	RETENTION \$ ☐					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		SP4069280	4/1/2025	4/1/2026	X PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐	Y/N ☐				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Limits shown for insurer A are inclusive of insured retention. Palm Beach County Board of County Commissioners, Community Services Dept is included as Additional Insured on Auto Liability Policy as required by written contract.						

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Community Services Dept 810 Datura St. West Palm Beach FL 33401 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Gallagher

Insurance | Risk Management | Consulting

March 25, 2025

Re: Diocese of Palm Beach and Its Entities

To Whom It May Concern:

We are pleased to enclose the renewal certificate for the policy term from April 1, 2025, to April 1, 2026, covering the following lines of coverage:

- ✓ Workers Compensation
- ✓ Auto Liability

If you have not yet received it, a separate notification will follow with the certificate of insurance for:

- ✓ General Liability
- ✓ Property
- ✓ Crime
- ✓ Umbrella/Excess Liability

If you have any questions, please do not hesitate to contact us at:

Email: miami.bsd.Diocese_Request@ajg.com
Fax: 305.716.3293

Sincerely,

Yo0ur Religious Team at Arthur J. Gallagher RMS, LLC