2012 Emergency Solutions Grants
Application Grant

Prevention/Rapid Re-Housing
Shelter Facilities
Street Outreach

Grant Application # LPZ09

Offered by the
Florida Department of Children and Families
Office on Homelessness

All applications must be received by the
Office on Homelessness at:
1317 Winewood Boulevard
Building 3, Room 201
Tallahassee, FL 32399-0700

Before 3:30 p.m. on January 31, 2013

Emergency Solutions Grant, Grant Application
EMERGENCY SOLUTIONS GRANT OVERVIEW
The Emergency Solutions Grant (ESG) Program is a federally funded program awarded to the State through the Department of Housing and Urban Development (HUD). The State is required to distribute the grant for projects operated by local government agencies or private non-profit organizations.

The ESG program is designed as the first step in a continuum of assistance that addresses homelessness and enables the homeless population to move steadily toward independent living. The Continuum of Care model is based on the understanding that homelessness is not caused simply by a lack of shelter, but is caused by a variety of underlying human and social conditions. HUD believes the best approach for alleviating homelessness is to establish a community-based process that provides a comprehensive response to the diverse needs of homeless persons. The fundamental components of a Continuum of Care system are:

- Outreach and assessment to identify a homeless person's needs;
- Immediate (emergency) shelter as a safe, decent alternative to the streets;
- Transitional housing with appropriate supportive services to help people achieve independent living; and
- Permanent housing or permanent supportive housing for the disabled homeless.

The objective of the Emergency Solutions Grant Program is to fund activities in the areas of (1) Homeless Prevention and Re-Housing; (2) Shelter Facilities; and (3) Street Outreach. Applicants may only submit one (1) application to complete activities in one area.

SCOPE OF WORK
The Emergency Solutions Grant Program will fund activities that meet the definitions contained in the U.S. Department of Housing and Urban Development regulations published in the 24 CFR Part 576, as amended. Applicants are directed to review the definition of homeless in Section 576.2 of the federal regulations published December 5, 2011.

Eligible components of the ESG Program are Street Outreach, Emergency Shelter, Homeless Prevention, Rapid Re-Housing, Homeless Management Information System (HMIS), and administrative costs (capped at 4.5%).

Each applicant must provide written standards for providing assistance in accordance with 24 CFR Part 576.

Successful applications will provide clear and concise program goals, objectives and eligible services performed for those homeless persons as defined in 24 CFR Part 576.

ELIGIBLE APPLICANTS
Local units of government in the State (any county, city, town, township, parish, village, or other general purpose political subdivision of a state) or private non-profit organizations (defined in Section 501(C) of the Internal Revenue Code) are eligible to apply for this grant. Exceptions: (1) Non-profits may submit one (1) application per Continuum of Care (COC) area if
they serve more than 1 area; and (2) 2011 Emergency Solutions Grant Prevention recipients may not apply for 2012 funding.

**PARTICIPANT ELIGIBILITY**
Persons eligible to receive services being funded by this grant are:

1. Homeless persons who meet the definition of homelessness under 24 CFR Part 576 as amended for type of service provided;
2. Persons At-risk of becoming homeless under 24 CFR Part 576 as amended for the type of service provided;
3. Applicants must establish written policies and procedures specific to recordkeeping by documenting eligibility assessments at intake and re-evaluation; and
4. Program must maintain documentation on all households seeking assistance, even if determined to be ineligible (documentation must reflect why).

**OBJECTIVES, TASKS, DELIVERABLES, AND PERFORMANCE MEASURES**
The department requires all responsive applicants to select the program component for which they wish to apply: (1) Street Outreach, (2) Homeless Prevention and Rapid Re-Housing, or (3) Emergency Shelter.

1) **STREET OUTREACH**
   a) **Objective:** To reduce the number of unsheltered homeless persons on the street and provide them with essential services to address immediate needs.
   b) **Tasks:** Develop written standards and procedures related to reaching unsheltered individuals and families. Essential services must be provided on the street or in parks, abandoned buildings, bus stations, campgrounds, and in such settings where unsheltered person are staying.
   c) **Required Written Standards:** Applicants must develop written standards and procedures for providing assistance in accordance with provisions set forth in the HUD December 5, 2011 Interim Rule. These standard policies and procedures must be approved by the Department prior to grant execution. Standards must meet these criteria:
      (1) Written standards for providing Street Outreach in accordance with 24 CFR 576.400(e)(1) and (e)(3).
      (2) Standard policies and procedures for evaluating individuals’ and families’ eligibility for assistance under the Emergency Solutions Grant:
         (a) **Minimum Standards:** Must be (1) consistent with the definition of homeless and at-risk homeless set forth in 24 CFR 576.2; and (2) the record keeping requirements set forth in CFR 576.500 (b-e).
      (3) Policies and procedures for coordination among homeless service providers, as well as mainstream service and housing providers:
         (a) **Minimum Standards:** Standard shall encompass all providers and programs listed in Sections 576.400(b) and (c) of the HUD December 5, 2011 Interim Rule.
      (4) Standards for targeting and providing essential services to the unsheltered homeless persons related to street outreach activities.
   d) **Continuum of Care Centralized or Coordinated Assessment System**
The Department shall require all applicants to obtain and submit in the grant application specific certification from the designated continuum of care lead agency that the applying agency is using the assessment system. If the continuum of care has not yet developed such a coordinated assessment system in accordance with HUD requirements, the continuum lead agency shall provide written documentation of this fact. Victim service providers may choose not to use the continuum’s coordinated assessment system. If so, the victim service provider shall document this decision in writing.

e) **Eligible Activities:** Essential services to eligible participants provided on the street or in parks, abandoned building, bus stations, campgrounds, and in other such settings where unsheltered persons are staying. Staff salaries related to carrying out street outreach activities are also eligible. Activities included but not limited to:

1. **Engagement:** Activities to locate, identify and build relationships with unsheltered homeless people for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.

2. **Case Management:** Assessing housing and service needs, and arranging/coordinating/monitoring the delivery of individualized services.

3. **Emergency Health and Mental Health Services:** Outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (campgrounds, streets, and parks) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.

4. **Transportation:** Travel by outreach workers, social workers, medical professionals or other service providers during the provision of eligible street outreach services.

5. **Services to Special Populations:** Otherwise eligible Essential Services that have been tailored to address the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless.

f) **Deliverables:** Successful applicants are required to meet these deliverables as part of compliance for funding received under the Emergency Solutions Grant:

1. Input data into Homeless Management Information System (HMIS) on clients served along with the types of services provided;

2. Submit quarterly reports and an annual report on all activity conducted with ESG funds as indicated on the reports; and

3. Submit invoices for reimbursement with the required documentation for ESG services provided during the covered period.

g) **Performance Measures:** Performance measures are proposed to be used jointly by the Department and the Continuum of Care planning lead agency to assess the performance of the Department’s funded recipients under the 2012 Emergency Solutions Grant. Recipients will be required to provide copies of the Department required reports to the lead agency at the same time the report is due to the Department. Performance measures will include:

1. Percentage of clients assessed who are successfully placed in housing.

2. Reduction in the number of unsheltered homeless persons in the Continuum of Care.
(3) Reduction in the average length of time of the persons’ homeless episodes in the CoC area.
(4) Percentage of clients assessed who were able to receive food stamp assistance.

2) Homeless Prevention and Rapid Re-Housing
   a) **Prevention Objective**: Provide rental assistance along with stabilization services necessary to prevent an individual or family from becoming homeless, having to move into an emergency shelter or other place not suitable for human occupancy.
   b) **Tasks**: Develop written standards and procedures for providing services to individuals and families who are at imminent risk or at risk of homelessness. Meaning those who qualify under paragraph (2), (3), and (4) of the homeless definition or those who qualify as at risk of homelessness. Individuals and families must have an income below 30% of area median income (AMI).
   c) **Required Written Standards**: Applicants must develop written standards and procedures for providing assistance in accordance with provisions set forth in the HUD December 5, 2011 Interim Rule. These standard policies and procedures must be approved by the Department prior to grant execution. Standards must meet these criteria:
      (1) Standard policies and procedures for evaluating individuals’ and families’ eligibility for assistance under the Emergency Solutions Grant:
         (a) **Minimum Standards**: Must be (1) consistent with the definition of homeless and at-risk homeless set forth in 24 CFR 576.2; and (2) the record keeping requirements set forth in CFR 576.500 (b-e).
      (2) Policies and procedures for coordination among homeless service providers, as well as mainstream service and housing providers:
         (b) **Minimum Standards**: Standard shall encompass all providers and programs listed in Sections 576.400(b) and (c) of the HUD December 5, 2011 Interim Rule.
         (c) Policies and procedures for determining and prioritizing which eligible families and individuals will receive homeless prevention assistance or rapid re-housing aid.
            a. **Department’s Priority**: Families with children shall be given preference under the Department’s award for both prevention and rapid re-housing, to the maximum extent possible.
         (d) Standards for determining the share of rent and utility costs that each eligible participant must pay, if any, while receiving either homeless prevention or rapid re-housing aid.
         (e) Standards for determining how long a particular participant will be provided with rental assistance, and whether and how the amount of assistance may be adjusted over time.
         (f) Standards for determining the type, amount and duration of housing stabilization and/or rapid re-housing assistance and/or relocation services to be provided to an eligible participant, including limits, if any, on the amount of homeless prevention or rapid re-housing assistance that a participant may receive. The standards shall set forth the maximum amount of assistance, the maximum months of assistance possible, and maximum number of times a participant may receive assistance.
d) **Continuum of Care Centralized or Coordinated Assessment System**
   The Department shall require all applicants to obtain and submit in the grant application specific certification from the designated continuum of care lead agency that the applying agency is using the assessment system. If the continuum of care has not yet developed such a coordinated assessment system in accordance with HUD requirements, the continuum lead agency shall provide written documentation of this fact. Victim service providers may choose not to use the continuum’s coordinated assessment system. If so, the victim service provider shall document this decision in writing.

e) **Eligible Activities**: Applicants may provide any one or all of these services to eligible program participants:
   - (a) **Rent Assistance** is assistance for eligible clients where payments are made directly to the housing provider to prevent families or individuals from becoming homeless in a shelter or an unsheltered situation.
     - (a) **Short-term tenant based rental assistance**: Rent assistance provided for a period of 1 to 3 months
     - (b) **Medium-term tenant based rental assistance**: Rent assistance provided for a period of 4 to 24 months
   - (c) **Payment of Rental Arrears**: One-time payment up to 6 months for rent arrears including late fees on those arrears

   Any combination of the above assistance may be provided as long as the total does not exceed 24 months of assistance in any 3 year period (including any payment for last month’s rent or for utility payments, this includes 6 months of payments for arrears).


f) **Financial Assistance** is those activities to help families or individuals regain stability in their current housing or other permanent housing. Applicants may provide any one or all of these services to eligible program participants:
   - (1) Rental application fees
   - (2) Security deposits equal to no more than 2 months’ rent
   - (3) Last month’s rent if necessary to obtain housing for a program participant, provided it does not exceed one month’s rent
   - (4) Utility deposits required by the utility company for gas, electric, water and sewage for all customers served
   - (5) Utility payments for gas, electric, water and sewage bills not to exceed 24 months of payments per participant, including up to 6 months of utility bills in arrears
   - (6) Moving costs, such as truck rental or hiring a moving company, and temporary storage fees not to exceed 3 months
g) **Services** are those activities which can aid participants with achieving housing stability as well as dealing with previous issues related to housing instability. Applicants may provide any one or all of these services to eligible program participants:

1. Housing search and placement
2. Housing stability case management
3. Mediation between the program participant and landlord necessary to prevent the participants from losing their present permanent housing
4. Legal services
5. Credit counseling to assist participants with skills for household budgeting, money management, credit report access, and resolving credit problems, but does not include payment of modification of a debt

h) **Deliverables:** Successful applicants are required to meet these deliverables as part of compliance for funding received under the Emergency Solutions Grant:

1. Input data into Homeless Management Information System (HMIS) on clients served along with the types of services provided;
2. Submit quarterly reports and an annual report on all activity conducted with ESG funds as indicated on the reports; and
3. Submit invoices for reimbursement with the required documentation for ESG services provided during the covered period.

i) **Performance Measures:** Performance measures are proposed to be used jointly by the Department and the Continuum of Care planning lead agency to assess the performance of the Department’s funded recipients under the 2012 Emergency Solutions Grant. Recipients will be required to provide copies of the Department required reports to the lead agency at the same time the report is due to the Department. Performance measures will include:

1. Reduction in the number of households with children who are homeless in the CoC area.
2. At least 35% of the participants served remain in permanent housing 6 months following the last assistance provided under the grant.

*Note: Project based rental assistance is excluded as an eligible activity for the purposes of this solicitation.*

j) **Rapid Re-Housing Objective:** Provide rental assistance along with stabilization services as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

1. **Tasks:** Develop written standards and procedures for providing services to individuals or families who are literally homeless currently living in an emergency shelter or place not meant for human habitation, meaning those who qualify under paragraph (1) and (4) of the homeless definition. Assistance is necessary to help homeless individuals and families move into permanent housing and achieve housing stability.

k) **Required Written Standards:** Applicants must develop written standards and procedures for providing assistance in accordance with provisions set forth in the HUD December 5, 2011 Interim Rule. These standard policies and procedures must be approved by the Department prior to grant execution. Standards must meet these criteria:
(1) Standard policies and procedures for evaluating individuals’ and families’ eligibility for assistance under the Emergency Solutions Grant:
(a) Minimum Standards: Must be (1) consistent with the definition of homeless set forth in 24 CFR 576.2; and (2) the record keeping requirements set forth in CFR 576.500 (b-e).

(2) Policies and procedures for coordination among homeless service providers, as well as mainstream service and housing providers:
(b) Minimum Standards: Standard shall encompass all providers and programs listed in Sections 576.400(b) and (c) of the HUD December 5, 2011 Interim Rule.

(3) Policies and procedures for determining and prioritizing which eligible families and individuals will receive homeless prevention assistance or rapid re-housing aid.
(c) Department’s Priority: Families with children shall be given preference under the Department’s award for both prevention and rapid re-housing, to the maximum extent possible.

(4) Standards for determining the share of rent and utility costs that each eligible participant must pay, if any, while receiving rapid re-housing aid.

(5) Standards for determining how long a particular participant will be provided with rental assistance, and whether and how the amount of assistance may be adjusted over time.

(6) Standards for determining the type, amount and duration of housing stabilization and/or rapid re-housing assistance and/or relocation services to be provided to an eligible participant, including limits, if any, on the amount of homeless prevention or rapid re-housing assistance that a participant may receive. The standards shall set forth the maximum amount of assistance, the maximum months of assistance possible, and maximum number of times a participant may receive assistance.

1) Eligible Activities: Applicants may provide any one or all of these services to eligible program participants:

(1) Rental assistance payments are made directly to the housing provider to aid families or individuals who are homeless move into permanent housing and achieve stability in that housing.
   (a) Short-term tenant based rental assistance:
       Rent assistance provided for a period of 1 to 3 months
   (b) Medium-term tenant based rental assistance:
       Rent assistance provided for a period of 4 to 24 months
   (c) Payment of Rental Arrears:
       One-time payment up to 6 months for rent arrears including late fees on those arrears

Note: Any combination of the above assistance may be provided as long as the total does not exceed 24 months of assistance in any 3 year period (including any payment for last month’s rent).

Note: Project based rental assistance is excluded as an eligible activity for the purposes of this solicitation.
Financial Assistance is those activities to help families or individuals gain stability in permanent housing. Applicants may provide any one or all services to eligible program participants:
(a) Rental application fees;
(b) Security deposits equal to no more than 2 months’ rent
(c) Last month’s rent if necessary to obtain housing for a program participant, provided it does not exceed one month’s rent
(d) Utility deposits required by the utility company for gas, electric, water and sewage
(e) Utility payments for gas, electric, water and sewage bills not to exceed 24 months of payments per participant, including up to 6 months of utility bills in arrears; and
(f) Moving costs, such as truck rental or hiring a moving company, and temporary storage fees not to exceed 3 months

Services are those activities which can aid participants with achieving housing stability as well as dealing with previous issues related to housing instability. Applicants may provide any one or all of these services to eligible program participants:
(a) Housing search and placement
(b) Housing stability case management
(c) Mediation between the program participant and landlord necessary to prevent the participants from losing their present permanent housing
(d) Legal services; and
(e) Credit counseling to assist participants with skills for household budgeting, money management, credit report access, and resolving credit problems, but does not include payment of modification of a debt

Deliverables: Successful applicants are required to meet these deliverables as part of compliance for funding received under the Emergency Solutions Grant:
(1) Input data into Homeless Management Information System (HMIS) on clients served along with the types of services provided;
(2) Submit quarterly reports and an annual report on all activity conducted with ESG funds as indicated on the reports; and
(3) Submit invoices for reimbursement with the required documentation for ESG services provided during the covered period.

Performance Measures: Performance measures are proposed to be used jointly by the Department and the Continuum of Care planning lead agency to assess the performance of the Department’s funded recipients under the 2012 Emergency Solutions Grant. Recipients will be required to provide copies of the Department required reports to the lead agency at the same time the report is due to the Department. Performance measures will include:
(1) Reduction in the number of households with children who are homeless in the CoC area.
(2) At least 35% of the participants served remain in permanent housing 6 months following the last assistance provided under the grant.
3) **EMERGENCY SHELTER FACILITIES**

a) **Objectives:** (1) Increase the number and the quality of emergency shelters facilities that serve homeless persons, (2) help cover the costs of operating emergency shelter facilities serving homeless persons, and (3) provide essential supportive services to homeless persons.

b) **Tasks:** To provide written standards and procedures for service delivery to individuals and families who are homeless, meaning those who qualify under paragraphs (1), (2), (3), and (4) of the homeless definition.

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

   (1) Standard policies and procedures for evaluating individuals’ and families’ eligibility for assistance under the Emergency Solutions Grant:
      (a) **Minimum Standards:** Must be (1) consistent with the definition of homeless set forth in 24 CFR 576.2; and (2) the record keeping requirements in CFR 576.500 (b-e).

   (2) Policies and procedures for coordination among homeless service providers, as well as mainstream service and housing providers:
      (a) **Minimum Standards:** Standard shall encompass all providers and programs listed in Sections 576.400(b) and (c) of the HUD December 5, 2011 Interim Rule.

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

   (4) Policies and procedures for assessing, prioritizing, and reassessing individuals’ and families’ needs for essential services related to emergency shelter.

d) **Continuum of Care Centralized or Coordinated Assessment System**

   The Department shall require all applicants to obtain and submit in the grant application specific certification from the designated continuum of care lead agency that the applying agency is using the assessment system. If the continuum of care has not yet developed such a coordinated assessment system in accordance with HUD requirements, the continuum lead agency shall provide written documentation of this fact. Victim service providers may choose not to use the continuum’s coordinated assessment system. If so, the victim service provider shall document this decision in writing.

e) **Eligible Activities:** Applicants may provide any one or all of these services to eligible program participants:

   (1) **Essential services** can address the immediate needs of the homeless, and can help enable homeless persons in becoming more independent and to secure permanent
housing services provided to individuals and families who are in an emergency shelter and include but are not limited to:
(a) Case Management         (h) Child Care
(b) Mental Health Services   (i) Substance Abuse Treatment Services
(b) Education Services       (j) Employment Assistance/Job Training
(c) Life Skills Training      (k) Transportation
(d) Outpatient Health Services (l) Legal Services
(e) Services for special populations
(f) Staff salaries necessary to provide the above services

(2) Ineligible Activities:
(a) Salary of case management’s supervisor when not working directly on administration for the program
(b) Advocacy, planning and organization capacity building
(c) Staff recruitment and training
(d) Transportation costs not directly associated with service delivery for eligible homeless participants

Note: Limitation of Transitional housing facilities
Any project that was funded by the Department under the Emergency Shelter Grant in 2010, and subsequently funded by the Department under the 2011 Emergency Shelter Grant may continue to be funded under this grant application. No other transitional housing facilities shall be eligible under this grant.

(3) Operational Costs are those costs to operate and maintain emergency shelters and also to provide other emergency lodging when appropriate (hotel/motel vouchers are ONLY eligible when no appropriate emergency shelter is available).
(a) Maintenance (minor/routine repairs) (g) Food
(b) Rent         (h) Furnishings
(c) Security     (i) Equipment
(d) Fuel         (j) Operational Supplies
(e) Insurance    (k) Hotel/motel voucher
(f) Utilities    

(4) Ineligible Activities – Ineligible operating and maintenance costs include:
(a) Recruitment/training staff (on-going) (f) Depreciation
(b) Public relations or fund raising (g) Bad debts/late fees
(c) Mortgage payments (h) Purchase of vehicles
(d) Staff training (i) Fund raising activities
(e) Costs associated with the organization rather than the supportive housing project (advertisements, pamphlets about the organization, surveys, etc.)

f) Deliverables: Successful applicants are required to meet these deliverables as part of compliance for funding received under the Emergency Solutions Grant:
(1) Input data into Homeless Management Information System (HMIS) on clients served along with the types of services provided;
(2) Submit quarterly reports and an annual report on all activity conducted with ESG funds as indicated on the reports; and
(3) Submit invoices for reimbursement with the required documentation for ESG services provided during the covered period.

g) Performance Measures: Performance measures are proposed to be used jointly by the Department and the Continuum of Care planning lead agency to assess the performance of the Department’s funded recipients under the 2012 Emergency Solutions Grant. Recipients will be required to provide copies of the Department required reports to the lead agency at the same time the report is due to the Department. Performance measures will include:

(1) Reduction in the unsheltered homeless population of the continuum of Care area.
(2) Reduction in the recipients’ average length of time stayed for clients served in the shelter.
(3) Percentage of persons exiting the shelter who transition to permanent housing.
(4) Percentage of persons exiting the shelter who leave with employment income.
(5) Percentage of persons who exit and return to homelessness within 3 months.

FUNDING AVAILABLE
The U.S. Department of Housing and Urban Development (HUD) has awarded the State $5,351,369 based on area demographics of the communities in Florida that did not receive a direct award from HUD for 2012. Based on the Department’s 2012 Action Plan, the grant funding shall be allocated to the following eligible components:

<table>
<thead>
<tr>
<th>Component</th>
<th>Grant Award</th>
<th>Administration</th>
<th>Total Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Shelters</td>
<td>$2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Outreach</td>
<td>$535,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homeless Prevention and Re-Housing</td>
<td>$2,439,416</td>
<td></td>
<td></td>
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<tr>
<td>Grant Administration</td>
<td>$376,953</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$5,351,369</td>
<td></td>
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</tr>
</tbody>
</table>

Under grant administration, the Department retains $133,784 for its costs with $240,812 available for local subrecipient administration. The Department may add to the component allocations unobligated or unexpended funds available from the 2011 grant programs.

Maximum Grant Awards by Component
The awards will be for a two year period, ending June 30, 2014. The amount of funding for the first of the two state fiscal years will depend on budget availability. A successful applicant should expect to receive less than half the award for the first year of the grant, ending June 30, 2013.

The State’s Funding Priorities - First priority in funding will go to local governments and non-profit organizations located in areas of the state that do not receive an ESG award directly from HUD. Second priority will be given to local governments and non-profit organizations located in areas of the state that received an award directly from HUD AND intend to provide ESG services in an area that did not receive a direct award. Lowest priority in funding will go to local governments and non-profit organizations located in areas of the state that received an award directly from HUD and will not provide services in an area that did not receive a direct award.

The applicant may not apply for ESG funding from the Department of Children and Families for the same activities funded from a local government ESG grant. The applicant may not apply for an emergency solutions prevention grant award if the applicant submitted an application under the solicitation for the Emergency Solutions Grant Facilities or Street Outreach. Applicants can only submit one application to the Department under the solicitation for Prevention, Facilities, or Street Outreach.

An exception to this rule pertains to eligible non-profit which provides homeless services in more than one continuum of care planning area, such entities may submit no more than one application to the Department under one of the three (3) solicitations for each continuum of care planning area they serve.

**Maximum Grant Awards by Continuum of Care Planning Areas**

<table>
<thead>
<tr>
<th>Component</th>
<th>Maximum # Awards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Outreach</td>
<td>One (1)</td>
</tr>
<tr>
<td>Prevention/Re-Housing</td>
<td>Two (2)</td>
</tr>
<tr>
<td>Emergency Shelter</td>
<td>No set limit</td>
</tr>
</tbody>
</table>

2011 State Funded Recipient Limitation: Agencies which received a 2011 Emergency Solutions Grant award for Prevention and Re-Housing shall not be eligible to apply for or receive a 2012 grant under the Prevention and Re-Housing component. The only exception will be for those recipients which have fully expended their 2011 Emergency Solutions Grant funding, as of the date that this grant application notice is posted by the Department. The Department’s contract manager shall certify the completion of the 2011 grant agreement to establish the eligibility for the agency.
FEDERAL PROGRAM REQUIREMENTS

Definitions
The definitions contained in the U.S. Department of Housing and Urban Development regulations published in 24 CFR Part 576 shall govern the Department’s grant awards. Copies of these federal regulations are available by contacting the grant manager identified in the department contact section. Applicants are directed to review the definition of homelessness in Section 576.2 of the federal regulations published in the December 5, 2011 Interim Rule.

Program Requirements
As the source of the Emergency Solutions Grant is a federal grant from the U.S. Department of Housing and Urban Development, the federal regulations published for the grant program at 24CFR Part 576 as amended shall govern the awards made by the Department.

In addition to the definitions contained in 24 CFR, Part 576, grant recipients must also comply with other federal laws and regulations, including the following:

Receipt of ESG funds requires that the state make services available to all on a nondiscriminatory basis. The recipient must establish procedures that will ensure that services funded by ESG are available to persons of any race, color, religion, sex, age, familial status or national origin.

Nonprofit applicants must have their proposals approved by a signatory official(s) from the governing body of the local governmental jurisdiction in which they reside (see Appendix VI). Proposals must also be consistent with local or state consolidated plans required by the United States Department of Housing and Urban Development (HUD).

Participation in the homeless management information system (HMIS) is a requirement for receipt of ESG funds. HMIS requirements are outlined in the US Department of Housing and Urban Development rule notice filed July 20, 2004, as amended in March 2010 and in the Interim Rule published December 5, 2011. Accordingly, only applicants who commit to participate in the HIMIS will be considered for ESG funding in 2011. Section 605 of the Violence Against Women Act of 2005 amended the McKinney-Veto Homeless Assistance Act to prohibit victim service providers from entering personally identifying information into an HMIS database. This law applies to providers receiving Violence Against Women Act and/or Family Violence Prevention and Service Act funding. Domestic violence services providers are not required to participate in HMIS, but shall provide aggregate service data on persons served and outcomes achieved. [See HUD Notice issued March 16, 2007, published in the Federal Register]

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

Applicants shall be aware of and comply with regulations and requirements set forth in Part 24, Code of Federal Regulations (C.F.R.) §576.23, Emergency Solutions Grant Program: Stewart B. McKinney Homeless Assistance Act. Organizations that are religious or faith based are eligible,
on the same basis as any other organization, to participate in the Emergency Solutions Grants program. Neither the Federal government nor a state or local government receiving funds under Emergency Solutions Grants programs shall discriminate against an organization on the basis of the organization’s religious character or affiliation. Provisions set forth generally require that when services are funded under the ESG program the services will be provided in a way that is free from religious influences and in accordance with the following principles:

1. An organization that participates in the Emergency Solutions Grants program shall not, in providing assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief;
2. The organization will not provide grant services in a way that is free from religious influences and will not engage in inherently religious activities, such as worship, religious services, instruction, counseling, or proselytization as part of the programs or services funded under the grant. If an organization conducts such activities, the activities must be offered separately, in a time of location, from the programs or services funded under the grant, and participation must be voluntary for the beneficiaries of the programs of services funded by the grant;
3. The organization will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference on the basis of religion; and
4. The organization will not limit services provided to, or give preference to any person seeking services based on religion.

**Fiscal Requirements: Match**
The Emergency Solutions Grant requires matching funds. Recipients of the grant award are required by federal rules to match the Emergency Solutions Grant with an equal amount of funds from other sources. A grantee may use in-kind services, or other public or private cash sources to meet the dollar for dollar match. Matching funds must be provided after the date of grant award. Funds used to match previous Emergency Solution Grants or any other grant may not be used to match the grant award made under this solicitation.

Grant recipients may use any of the following as matching funding:
1. Cash
2. Value or fair rental value of any donated material or building
3. Value of any lease on a building
4. Salary paid to staff to carry out the program of the recipient
5. Value of the time and services contributed by volunteers to carry out the program of the recipient based on the value at rates consistent with those paid for similar work in the recipient’s organization (Section 57620(e)).

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

The grant recipient will be allowed to expend the grant funds from the date of execution of the grant agreement, until June 30, 2014.
DEPARTMENT CONTACT PERSON AND INQUIRIES

The contact person for the Department for the 2012 Emergency Solutions Grant application process is:
Mia Parker
Office on Homelessness
Department of Children and Families
1317 Winewood Blvd.
Bldg 3, Room 201
Tallahassee, FL 32399-0700
(850) 717-4068
Mia_Parker@dcf.state.fl.us

Applicants are permitted to contact the Department staff after the notice of solicitation has been posted. Department staff will respond to applicant questions based upon the written grant solicitation document. The written solicitation document is binding. In the event that verbal responses are provided that is in conflict with the solicitation document, the written solicitation instructions shall govern. Written inquiries are encouraged.

Eligible applicants may submit written inquiries to the Grant Manager regarding the solicitation in order to enhance their understanding of the requirements. Use of electronic communications is encouraged for all inquiries. The Grant Manager will respond to written inquiries within two workdays of the receipt of the inquiry. Responses to written inquiries will be posted to the Department's internet site at www.dcf.state.fl.us/programs/homelessness.

The Department will hold a conference call for all eligible applicants on December 27, 2012 at 2:00 p.m., Eastern Time. The agenda for the solicitation conference shall be to answer questions from the eligible applicants. The conference call-in number is 1-888-670-3525, code 9798513235. The call will be recorded, and a summary of the call will be prepared by the Office on Homelessness. Attendance on the solicitation conference call is not mandatory for eligible applicants.

APPLICATION NOTICE AND DEADLINE TO APPLY

The grant application will be released on December 20, 2012 and will be posted on the vendor bid system of the My Florida Market Place. The deadline to provide grant applications will be January 31, 2013. ALL GRANT APPLICATIONS MUST BE RECEIVED BY MAIL AND IN WRITTEN FORMAT. APPLICATIONS AND REQUIRED CONTENTS MUST BE MAILED OR DELIVERED TO THE CONTACT PERSON LISTED ABOVE. FAILURE TO ENSURE APPLICATIONS RECEIVED BY THE DEADLINE WILL RESULT IN THE APPLICATION BEING DENIED AND RETURNED WITHOUT REVIEW.
The Department is not responsible for any costs incurred by an applicant in responding to this grant application. Such costs are not eligible for reimbursement from the grant award.

DEPARTMENT AWARD OF GRANTS

The Department will award grants to the applicants whose application is determined by the Secretary, or his designee, to be the most advantageous to the state. Following the close of the completeness review, the Department’s grant evaluators will score the applications submitted to them by the Office on Homelessness. The Office on Homelessness will compile the results of
the evaluators' scores, and provide the Secretary, or his designee, with the recommended ranking from the evaluators, along with other considerations noted by the Office on eligibility and budget issues.

The Department will award grants based on the final selection by the Secretary, or his designee, who will consider the evaluation criteria set forth in this solicitation. No scoring by the Secretary, or his designee, will be required to make the selection and award decision. The scoring and ranking by the evaluators will serve as a recommendation only.

APPLICATION REVIEW AND SCORING
Upon receipt of the application, the Department will be date stamped and logged in as received on the grant solicitation log. The initial step in the review and evaluation process will be to review each application for completeness. Only applications that are complete when received or as corrected as provided under the completeness section will be eligible for evaluation.

To score the applications, the Department will convene a team of persons knowledgeable in the program area, which may include employees of other state agencies or entities to serve as grant evaluators. Evaluators will be free of conflict of interest with potential applicants.

The evaluators will score the applications for ranking based on the criteria described in the scoring criteria section. The rankings from the review team shall be provided as a recommendation to the Secretary, along with input from the Office on Homelessness on any issues with applicant eligibility or ineligibility costs proposed in the applicant's budget.

The Secretary, or his designee, will award grants to the applicants, whose proposals are determined by the Secretary to be the most advantageous to the state.

Scoring Criteria
The Department’s 2012 Action Plan for the Emergency Solutions Grant specified the following scoring criteria to be used for the respective program components.
**SCORING CRITERIA: STREET OUTREACH**

1. Need for Outreach to unsheltered homeless population
2. Applicants experience providing street outreach, and extent of outreach services
3. Linkage of applicant’s outreach to the continuum’s Coordinated Assessment system by written agreements
4. Capacity to place unsheltered homeless into housing
   - Real time availability of beds/housing for referral/placement
   - Linkage to local rapid re-housing assistance
   - Linkage to mental health treatment
5. Applicant is ACCESS Partner with the Department
6. Certification by the continuum on the provider’s:
   - Consistency of proposal with the continuum of care plan
   - Data quality in local HMIS
   - Provider’s usage of the CoC Coordinated Assessment system
   - Provider’s coordination of services with the other homeless services and housing providers in the continuum planning area

**SCORING CRITERIA: HOMELESS PREVENTION AND RAPID RE-HOUSING**

1. Need in the area for assistance
2. Targeting assistance to families with children
3. Continuum’s assessment on provider’s performance on percent of households who remain in permanent housing
4. Applicant is ACCESS Partner with the Department to assist clients to apply for and receive mainstream benefits.
5. Certification by continuum of applicant’s:
   - Consistency of proposal with continuum of care plan
   - Data quality in HMIS
   - Applicant’s usage of the continuum Coordinated Assessment system
   - Applicant’s formal agreement to serve client’s referred to it from the Continuum’s Coordinated Assessment system
   - Applicant’s coordination of services with other homeless service and housing providers in the continuum
   - Applicant’s documented performance to enable clients served to receive mainstream resources and benefits
6. Homeless persons participation in/on:
   - Applicant’s board of directors, or advisory body if applicant is a local government agency
   - Applicant’s paid staff
**SCORING CRITERIA: EMERGENCY SHELTERS**

1. Need for Emergency Shelter Beds is in area served by the shelter

2. Evaluation of Shelter Provider’s performance by Continuum of Care
   - Bed utilization
   - Length of client stay in shelter

3. Continuum of Care area shelter outcomes
   - Percent of shelter leavers transitioning to permanent housing
   - Percent of shelter leavers with employment income
   - Evaluations of outcomes achieved by provider under Department’s 2010 ESG award, if applicable

4. Certification by Continuum on the provider’s:
   - Consistency with continuum of care plan
   - Data quality in HMIS
   - Provider’s usage of the Coordination Assessment system, if such system is in place
   - Provider’s commitment to accept referrals and place those referred by the Coordinated Assessment system
   - Provider’s coordination of services with other homeless service and housing providers within the planning area

5. Provider is formal ACCESS Partner with the Department

6. Homeless persons participation on:
   - Provider’s Board of Directors, or advisory body if Provider is local government agency
   - Provider’s paid staff

The detailed scoring forms and instructions are found in Appendix II.

**COMPLETENESS CRITERIA AND CORRECTION**

The grant manager will initially review applications received to determine whether the applications are substantially complete. This will address whether required forms are present and properly signed, that the proposal appears to have addressed application contents required, and that there is not an easily discernible or obvious error that may be readily corrected.

Should an error be detected, the grant manager will notify the applicant and the applicant will be afforded three workdays to take corrective action to adjust the application. During the correction period, the applicant is permitted to only take action to correct completeness errors cited by the Office of Homelessness, and not to supplement its application for the purpose of improving competitiveness, or to add material for any other purpose.

The Office of Homelessness is under no obligation to detect or offer the opportunity for completeness and/or corrective action. The Office on Homelessness’ election to afford this opportunity should not, and does not give rise to an expectation of completeness or application correction. The Department has elected to afford an opportunity for applicants to correct
incomplete items, but the applicant is solely responsible for completing the corrective measures and ensuring their receipt by the Office on Homelessness.

APPLICATION CONTENT AND ORDER

Eligible applicants must deliver their grant application to the Department, Office on Homelessness, Building 3, Room 201, 1317 Winewood Blvd., Tallahassee, FL 32399-0700, by the deadline established in the application deadline section of the application. No faxed or electronic delivery shall be permitted for submission of applications.

Applications received after the noticed deadline shall be rejected and returned to the applicant without review. There shall be NO EXCEPTIONS or WAIVERS. The applicant is exclusively responsible for the delivery of the application to the Department. Applications must be received in the Office at the above address by the deadline. Applicants must make sure that if the application is mailed or sent by courier service that they allow adequate time for the application to be delivered to the Department. The Department will not entertain appeals based on the failure of a delivery service to make timely delivery.

The applicant shall submit an original signed application plus three (3) photocopied applications to the Department. Failure to submit an original signed copy, plus the required number of copies (3) following the completeness review period, shall result in the rejection of the application. The original signed application shall be clearly labeled on the cover sheet "ORIGINAL" to identify the original signed application.

All applications shall be on paper of the size 8 1/2 X 11, be provided in the order described below, and the application shall be bound with a table of contents clearly showing the order of the material, and with pages clearly numbered. Where reference documents are to be included in the application, they shall be inserted in the application immediately following the section of the application in which they are referenced.

Format and Content of the Application

Each application shall be bound, compiled and will consist of the following mandatory requirements in the order outlined in this section: application scoring criteria, budget proposal, supporting documentation for the applicable grant component, application completeness checklist, and project narrative located behind applicable tabs.

Eligible applicants shall follow these instructions for preparing and compiling their grant application.

The applicant shall prepare a transmittal letter, on its letterhead stationery, stating the following information:

1. The amount of grant assistance requested;
2. An overview of eligible grant activities to be assisted;
3. The estimated number of eligible households to be served;
4. The staff person to serve as the point of contact for the application, including phone number, fax number and email address for the contact person.
5. The geographic area to be served by the funded homeless prevention services, including the Continuum of Care planning area served.

The transmittal letter shall be signed by a duly authorized official of the applicant, with his/her title clearly specified.
Application Content
The following information shall be provided behind Tab 1 of the application document. A summary page providing basic information on the applicant and supporting documentation requested.

(1) Applicant's name, and tax identification number

(2) Applicant's DUNS number and Central Contractor Registration (CCR) number. Attach documentation of both DUNS and CCR numbers assigned to the applicant

(3) Type of Organization: Local government, or 501(c)(3) nonprofit

(4) Mailing Address of the Applicant

(5) The address where the grant funded services will be carried out, or accessed by the intended eligible households

(6) Applicant's total budget for the homeless component for the last completed fiscal year of the applicant. State the period covered by your fiscal year

(7) List of the sources of revenue received that supported the budget. If state, federal or local government grants were received, list each grant separately by:
   • Grantor Agency
   • Grant Program Name
   • Amount of Grant Award

PROJECT NARRATIVES
Submit only ONE project narrative for the component activity in which you are applying for grant funding. The project narrative should be placed behind Tab 2.

Component: Prevention and Re-Housing
All applicants shall submit a complete and comprehensive narrative describing their intended use of the grant funds behind Tab 2. Clearly state the goals to be pursued by the grant funded prevention and re-housing program, and how the grant will stabilize the housing of participants assisted.

Describe how your program will be operated, including but not limited to the following:

1) Method by which the applicant will take applications for assistance from eligible households;

2) How the applicant will keep these households informed on the status of their request for assistance;

3) The eligible grant funded services to be provided, and the specific housing costs to be covered by the direct financial assistance;
4) How the grantee will provide case management reviews to document client household eligibility;

5) The criteria to be used to determine if the household is at-risk of losing their present housing;

6) Any preference or priority type of household to be assisted;

7) The maximum level of direct financial assistance to be provided to an eligible household under the ESG grant award, as well as the estimated average cost per household served;

8) The content of each applicant's case file used to establish the household's eligibility for assistance;

9) In the case of the denial of assistance, describe the process by which the household can appeal the decision;

10) Describe how your organization is participating in your community's Homeless Management Information System;

11) Describe how your organization will track the assisted household's housing status, following assistance provided under the grant award; and

12) Other written standards required by the federal interim rule and this solicitation

Component: Shelter Facilities
All applicants shall submit a complete and comprehensive narrative describing their intended use of the grant funds behind Tab 2. Clearly state the goals to be pursued by the grant funded shelter facility, and how the grant is expected to stabilize the homeless persons sheltered.

Describe how the proposed program will be operated, including but not limited to the following:

1) Is the facility considered an emergency shelter or transitional housing facility?;

2) What are the hours of operation for the homeless facility?;

3) Provide a copy of your operation policies and procedures;

4) How many full-time employees work at the shelter facility? Part-time? Volunteers?;

5) Describe the supportive services provided to the homeless persons sheltered, list other partner agencies that referrals are given to clients for housing, employment, or other social or health services. If you have formal agreements with these agencies to provide services to clients, please provide a copy of these agreements;

6) Describe how the applicant organization is participating in the local homeless continuum of care planning process, and whether the shelter facility is included in the housing inventory chart for your continuum. Provide the Exhibit 1 plan and housing inventory chart submitted to HUD by the CoC in your area;
7) Describe how the applicant organization involves homeless individuals in your policy making board;

8) Describe how the applicant organization involves homeless individuals in providing work or services at the shelter facility;

9) Describe how homeless persons served are able to get to the shelter facility, (such as being on a public transportation route, or other transportation services available to get to the facility);

10) If the shelter facility serves any person(s) who is/are not homeless, provide a detailed narrative for how the applicant organization will be able to track such non-homeless clients, and separate the costs for serving non-homeless clients from those who are homeless;

11) Provide the following information for the shelter’s operation during the last year:
   a) Cost per bed per day to shelter a homeless person
   b) Fee charged, if any, per day/night for person to stay
   c) Average length of stay for homeless person sheltered
   d) Number of beds reported as occupied for the 2011 Point-in-Time count
   e) Total homeless persons sheltered in last year
   f) Estimated number of persons who were turned away last year due to bed capacity being full;

12) If the applicant is a faith-based entity, provide a copy of your policies and procedures for shelter operation to assure compliance with the federal regulations on admission and receipt of service being free from religious participation requirements; and

13) Submission of HUD required written standards for a shelter facility.

**Component: Street Outreach**

All applicants shall submit a complete and comprehensive narrative describing their intended use of the grant funds behind Tab 2. Clearly state the goals to be pursued by the grant funded street outreach, and how the grant will be utilized to reach those homelessness persons on the street, parks, campsites, or other areas not meant for human habitation.

Describe how your program will be operated, including but not limited to the following:

1) Describe how you plan to reach those persons who are unsheltered;

2) Describe the types of services you will provide to unsheltered persons;

3) Are you working in collaboration with other agencies to provide services to unsheltered persons?

4) Do you have the capacity to house those persons reached as a result of the street outreach efforts? If not, how will those persons be provided shelter?

5) Describe the case management services for the unsheltered persons reached;
6) Are you working in conjunction with the CoC to provide services as part of the overall coordinated assessment plan? Describe how the efforts work the overall plan;

7) Provide your written policies and procedures that will govern how you operate the street outreach program;

8) Provide any executed agreements to you have with other agencies to provide services to clients; and

9) Describe how you will provide rapid re-housing rental assistance to unsheltered persons.

**Application Scoring Criteria**

The applicant shall complete the application scoring criteria form for the applicable grant component contained in Appendix II, and include the form, along with the supportive documentation behind Tab 3 in the grant proposal.

**Budget Proposal, Match and Explanation**

In addition to the budget and match forms for the Emergency Solutions Grant, the Applicant shall provide behind Tab 4 a budget narrative to describe the organization’s overall budget and financial sources of funds expected for the period of the grant (Tab 4). Identify which sources are committed to the Applicant, and those that are anticipated. If the Applicant performs services other than those eligible under the component applied for by the applicant, clearly denote the type of other services/programs and the funding sources. In such cases, separately describe the applicant’s general management and oversight budget, key executive staff, budget levels, and overhead/indirect rates charged to grant sources, where allowable.

Each applicant shall state whether it expects to exceed the dollar level by which an OMB Circular A-133 Audit is required for the period of the Emergency Solutions Grant award. Applicants will be expected to demonstrate that the required match funding has been committed at the time of each request for reimbursement of costs is submitted to the Department for grant payments.

**Supporting Materials and Required Certifications**

All Applicants shall provide behind Tab 5 of their grant proposal evidence of their registration with the state’s MyFloridaMarketPlace. Further, every Applicant shall execute and include the certification on participation in the Homeless Management Information System. (Appendix V), and include it behind Tab 5.

If the Applicant is a not-for-profit organization, please include evidence of your 501(c)(3) status from the Internal Revenue Service behind Tab 5.

Non-profit applicants must also secure the approval of the unit of local government in which they will provide the grant funded services. Under the federal program regulations, the local government where the project is located must certify its approval of Emergency Solutions Grant project in order to enable the state to make its grant award to the private nonprofit application. Applicants shall use the Certification Form contained in Appendix VI.
Completeness Checklist
Each applicant shall fill out the grant completeness checklist appropriate to the respective component, using the form in Appendix VII. The Department will use the completeness form in its review of the proposal to identify incomplete or missing information. The Applicant shall insert the Completeness Checklist behind Tab 6 of the grant proposal.
APPENDICES

I. Formula Emergency Solutions Grant Cities and Counties

II. Application Scoring Criteria By Component
    Prevention/Re-Housing
    Shelter Facilities
    Street Outreach

III. Budget and Match Forms

IV. Certification of HMIS Compliance

V. Certification of Local Government Approval

VI. Completeness Checklist
    (include applicable component)

VII. Certification Regarding Lobbying

VIII. DCF Standard Contract
FORMULA JURISDICTIONS

Following are the cities and counties receiving direct federal Emergency Solutions Grant allocations from the U.S. Department of Housing and Urban Development, and with Consolidation Plan requirements. These areas will receive second priority funding for the 2012 Emergency Shelter Grant through the Florida Department of Children and Families. Exceptions are noted.

BROWARD COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Coconut Creek, Coral Springs, Davie, Deerfield Beach, Hollywood, Lauderhill, Margate, Miramar, Pembroke Pines, Plantation, Pompano Beach, Sunrise, and Tamarac.

COLLIER COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Marco Island and Naples.

ESCAMBIA COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Pensacola

CITY OF FT. LAUDERDALE

CITY OF HIALEAH

HILLSBOROUGH COUNTY

JACKSONVILLE-DUVAL COUNTY

LEE COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Cape Coral and Ft. Myers.

CITY OF MIAMI

MIAMI-DADE COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Homestead City, Miami Beach, Miami Gardens City and North Miami.
ORANGE COUNTY
CITY OF ORLANDO
PALM BEACH COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Boca Raton, Boynton Beach, Delray Beach and West Palm each.

PASCO COUNTY

PINELLAS COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Clearwater and Largo.

POLK COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Lakeland and Winter Haven.

SEMINOLE COUNTY
CITY OF ST. PETERSBURG
CITY OF TALLAHASSEE
CITY OF TAMPA
VOLUSIA COUNTY

Exceptions – Applicants in the following cities may apply if they are not receiving ESG funding from the county: Daytona Beach, Deltona and Port Orange.
APPENDIX II

SCORING CRITERIA
Application Form: Prevention and Re-Housing

Applicants shall complete this scoring criteria form, and submit it, along with the required supporting documentation, with your grant proposal, supported with all of the required documentation specified to receive the scoring points.

If the applicant is also the designated lead agency for the continuum of care planning area, the certifications and verification of HMIS documentation data needed for the grant solicitation scoring criteria MUST be executed by and provided by another officially designated entity to act on behalf of the continuum of care. The designated lead agency, as applicant, is prohibited from certifying the scoring criteria on its own grant proposal.

Other designated, independent third party entities authorized to sign the certification and required HMIS data submissions may include the following:

1. The Governing Board of the Continuum of Care planning area, so long as the board is not also the governing body for the lead agency entity submitting the grant proposal.
2. The designated third party grant review committee established by the continuum of care membership, with the chair of the committee authorized in writing to sign and verify the scoring criteria materials for the lead agency’s grant proposal.
3. Action by the full membership for the continuum of care at a publicly noticed meeting, and documented by a formal vote of the members to certify the grant proposal to be submitted by the lead agency. This action must be documented with the written minutes of the meeting, the vote, and the clear designation of the person authorized to sign on behalf of the continuum of care.

Check the box that applies, if you are a lead agency applicant.

NEED

A. Unemployment rate for the county served is greater than the statewide rate for the month of May 2012. If the applicant is serving more than one county, the rate for the county in which the applicant’s office is located shall be scored.

All applicants shall use the data attached table to complete the scoring below:

<table>
<thead>
<tr>
<th>County served</th>
<th>May 2012 Unemployment Rate</th>
<th>State’s May 2012 Unemployment</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>8.5%</td>
<td></td>
</tr>
</tbody>
</table>

If the county rate is greater than 8.5%, score 1 point

Score point

B. Number of court ordered evictions for 2010-11 for the county(s) served exceeds 1000. If the applicant serves more than one county, complete the scoring based on the county in which the applicant’s main office is located.

All applicants shall use the attached table to complete the scoring below:

<table>
<thead>
<tr>
<th>County served</th>
<th>Court ordered evictions (number)</th>
<th>State’s May 2012 Unemployment</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>8.5%</td>
<td></td>
</tr>
</tbody>
</table>

If the number of evictions is equal to or greater than 1,000, score 1 point

Score point

C. Total number of homeless persons in the CoC area (sheltered and unsheltered), as in the applicant’s continuum of care area for 2012, based on the table below. Applicant must attach
their continuum of care planning area’s 2012 Point in Time Chart, as submitted to HUD and the Office on Homelessness in April 2012.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Homeless Persons – 2012</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3,500 or more persons</td>
<td>3 points</td>
<td></td>
</tr>
<tr>
<td>1,000 to 3,499 persons</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Less than 1,000 persons</td>
<td>1 point</td>
<td></td>
</tr>
</tbody>
</table>

CoC Area 2012 Total Homeless Persons

NOTE: Failure to include the 2012 Point in Time Chart will result in zero points

TARGET POPULATION

D. Applicant has adopted a policy to give priority or first preference to assisting households with children in the proposed grant funded program, as evidenced by the written adopted policy.

1 point

Document Required: Attached adopted written policy to give preference to households with children

PAST PERFORMANCE

E. Certification from the 2012 HUD designated lead agency for the Continuum of Care, based upon and documented with HMIS data reports, that the applicant’s program of assistance of the program year ending by June 30, 2012, was successful in the enabling at least 35% of the households assisted remained in permanent housing for 3 months following the date of the last assistance provided.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prevention clients</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35% or more remained in permanent housing for 3 months</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>Less than 35% remained in permanent housing</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Re-Housing clients</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35% or more remained in permanent housing for 3 months</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>Less than 35% remained in permanent housing</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>

Note: Failure to provide the certification or HMIS report will result in zero points for each scoring criteria.

ACCESS PARTNER

F. Documentation from the Department’s Region/Circuit that the applicant is an ACCESS Partner

1 point

Document Required: Signed and dated letter from DCF Region or Circuit on DCF letterhead

Attached? Yes No
CONTINUUM OF CARE CERTIFICATIONS

G. Applicant’s proposed program is consistent with Exhibit 1 of the CoC plan, as evidenced by the signed certification letter from the designated lead agency and the excerpt from the CoC Plan.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed program evidenced as consistent with CoC Exhibit 1 Plan</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>No certification letter or no Exhibit 1 Plan</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>

H. Applicant’s HMIS data quality meets or exceeds HUD standards, as evidenced by letter from lead agency of the CoC.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant’s HMIS data quality meets or exceeds HUD’s standards</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>HMIS data quality not certified by CoC lead agency</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>

I. Applicant has executed written agreement with CoC lead agency to participate in the CoC’s Coordinated Assessment system, as evidenced by both the certification and a copy of the executed agreement.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant has written agreement to participate in coordinated assessment system</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>CoC has no coordinated assessment system in place</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Application lacks certification or the inclusion of the executed participation agreement</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>

J. Lead agency certifies that the applicant has demonstrated performance in coordinating services with other homeless housing and service providers in the CoC area, as evidenced by a certification letter from the CoC lead agency.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant has successfully coordinated with other homeless housing and service providers</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>Application lacks this certification from the CoC lead agency</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>
K. Applicant is successful in enabling the clients assisted to secure mainstream benefits and resources that were not received at the time of program entry, as evidenced by both the certification of the lead agency and the HMIS report on the applicant’s clients receipt of mainstream resources upon program exit.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified performance of applicant to assist client’s to obtain mainstream benefits and resources</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>Application lacks CoC lead agency Certification</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Application lacks HMIS data report on participant’s receipt of benefits on exit from program</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>

L. Applicant has executed an agreement with the continuum of care coordinated assessment system to assist clients referred to the applicant from under its Prevention and/or Re-Housing program, as evidenced by the certification by the CoC lead agency and the executed agreement with the CoC coordinated assessment system.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant has written agreement to accept client’s referred from CoC coordinated assessment System for Prevention and/or Re-Housing</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>CoC lacks the coordinated assessment system</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Application lacks the CoC lead agency certification or the written agreement documentation</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>

HOMELESS PARTICIPATION

M. The applicant currently has a homeless person as a member of the nonprofit’s board of directors, or if the applicant is a unit of local government, a homeless person is a member of an advisory body overseeing the local government’s grant program; as evidenced by the current roster of the applicable body and documentation of the members homeless status.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant’s nonprofit Board of Directors contained a homeless person</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>Local government applicant has a homeless person appointed on the advisory body overseeing the grant</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>
Application lacks documentation of either the make-up of the applicable policy body or documentation of the member’s homeless status

N. Homeless person is employed as a paid staff member of the prevention and re-housing program as of date of the application, or has executed a written commitment to hire a homeless person for the program, if funded, as evidenced by the name of the person employed, position held, and homeless status at time of hire, or the executed commitment to hire.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homeless person hired as paid staff at time application</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>Application lacks documentation of hiring a paid staff member</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Applicant commits to hire a homeless person for the grant funded program</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>Application lacks the written signed commitment to hire the homeless</td>
<td>0 Points</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL POINTS CLAIMED**

(Max of 19 points)

**Applicant Certification**

The responses to the above scoring criteria are true and accurate:

____________________________________  ____________________
Name of Authorized Official     Date

____________________________________
Signature

Attachments
May 2012 Unemployment rate By County
FY2010-2011 Court Ordered Evictions
<table>
<thead>
<tr>
<th>County</th>
<th># of Evictions</th>
<th>County</th>
<th># of Evictions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alachua</td>
<td>1,790</td>
<td>Madison</td>
<td>57</td>
</tr>
<tr>
<td>Baker</td>
<td>57</td>
<td>Manatee</td>
<td>1,592</td>
</tr>
<tr>
<td>Bay</td>
<td>1,003</td>
<td>Marion</td>
<td>4,174</td>
</tr>
<tr>
<td>Bradford</td>
<td>85</td>
<td>Martin</td>
<td>697</td>
</tr>
<tr>
<td>Brevard</td>
<td>3,772</td>
<td>Miami-Dade</td>
<td>21,827</td>
</tr>
<tr>
<td>Broward</td>
<td>19,838</td>
<td>Monroe</td>
<td>277</td>
</tr>
<tr>
<td>Calhoun</td>
<td>48</td>
<td>Nassau</td>
<td>153</td>
</tr>
<tr>
<td>Charlotte</td>
<td>578</td>
<td>Okaloosa</td>
<td>875</td>
</tr>
<tr>
<td>Citrus</td>
<td>751</td>
<td>Okeechobee</td>
<td>82</td>
</tr>
<tr>
<td>Clay</td>
<td>1,018</td>
<td>Orange</td>
<td>14,542</td>
</tr>
<tr>
<td>Collier</td>
<td>2,017</td>
<td>Osceola</td>
<td>1,705</td>
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<tr>
<td>Columbia</td>
<td>337</td>
<td>Palm Beach</td>
<td>9,425</td>
</tr>
<tr>
<td>DeSoto</td>
<td>68</td>
<td>Pasco</td>
<td>3,414</td>
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<tr>
<td>Dixie</td>
<td>26</td>
<td>Pinellas</td>
<td>6,167</td>
</tr>
<tr>
<td>Duval</td>
<td>11,277</td>
<td>Polk</td>
<td>3,158</td>
</tr>
<tr>
<td>Escambia</td>
<td>2,192</td>
<td>Putnam</td>
<td>471</td>
</tr>
<tr>
<td>Flagler</td>
<td>425</td>
<td>St. Johns</td>
<td>351</td>
</tr>
<tr>
<td>Franklin</td>
<td>22</td>
<td>St. Lucie</td>
<td>2,109</td>
</tr>
<tr>
<td>Gadsden</td>
<td>151</td>
<td>Santa Rosa</td>
<td>339</td>
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<td>Gilchrist</td>
<td>26</td>
<td>Sarasota</td>
<td>1,493</td>
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<td>Glades</td>
<td>98</td>
<td>Seminole</td>
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<td>Gulf</td>
<td>32</td>
<td>Sumter</td>
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<td>Hamilton</td>
<td>20</td>
<td>Suwannee</td>
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<tr>
<td>Hardee</td>
<td>39</td>
<td>Taylor</td>
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<td>Hendry</td>
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<tr>
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<td>Lafayette</td>
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<td></td>
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<tr>
<td>Lake</td>
<td>3,039</td>
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<tr>
<td>Lee</td>
<td>3,072</td>
<td></td>
<td></td>
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<tr>
<td>Leon</td>
<td>2,972</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Levy</td>
<td>83</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liberty</td>
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<td></td>
</tr>
</tbody>
</table>

### State of Florida

#### Local Area Unemployment Statistics by County

(Not seasonally adjusted)

#### May 2012

<table>
<thead>
<tr>
<th>County</th>
<th>Rate</th>
<th>County</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alachua</td>
<td>6.7</td>
<td>Madison</td>
<td>10.1</td>
</tr>
<tr>
<td>Baker</td>
<td>7.7</td>
<td>Manatee</td>
<td>8.3</td>
</tr>
<tr>
<td>Bay</td>
<td>7.8</td>
<td>Marion</td>
<td>9.8</td>
</tr>
<tr>
<td>Bradford</td>
<td>7.1</td>
<td>Martin</td>
<td>8.2</td>
</tr>
<tr>
<td>Brevard</td>
<td>9.0</td>
<td>Miami-Dade</td>
<td>9.8</td>
</tr>
<tr>
<td>Broward</td>
<td>7.3</td>
<td>Monroe</td>
<td>4.9</td>
</tr>
<tr>
<td>Calhoun</td>
<td>8.0</td>
<td>Nassau</td>
<td>7.3</td>
</tr>
<tr>
<td>Charlotte</td>
<td>8.7</td>
<td>Okaloosa</td>
<td>5.9</td>
</tr>
<tr>
<td>Citrus</td>
<td>9.7</td>
<td>Okeechobee</td>
<td>9.0</td>
</tr>
<tr>
<td>Clay</td>
<td>7.6</td>
<td>Orange</td>
<td>8.2</td>
</tr>
<tr>
<td>Collier</td>
<td>7.8</td>
<td>Osceola</td>
<td>9.1</td>
</tr>
<tr>
<td>Columbia</td>
<td>8.0</td>
<td>Palm Beach</td>
<td>8.6</td>
</tr>
<tr>
<td>DeSoto</td>
<td>7.9</td>
<td>Pasco</td>
<td>9.7</td>
</tr>
<tr>
<td>Dixie</td>
<td>10.1</td>
<td>Pinellas</td>
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</tr>
<tr>
<td>Duval</td>
<td>8.4</td>
<td>Polk</td>
<td>9.2</td>
</tr>
<tr>
<td>Escambia</td>
<td>8.4</td>
<td>Putnam</td>
<td>10.1</td>
</tr>
<tr>
<td>Flagler</td>
<td>11.7</td>
<td>St. Johns</td>
<td>6.7</td>
</tr>
<tr>
<td>Franklin</td>
<td>6.1</td>
<td>St. Lucie</td>
<td>10.9</td>
</tr>
<tr>
<td>Gadsden</td>
<td>8.6</td>
<td>Santa Rosa</td>
<td>7.6</td>
</tr>
<tr>
<td>Gilchrist</td>
<td>8.0</td>
<td>Sarasota</td>
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<tr>
<td>Glades</td>
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<td>Seminole</td>
<td>7.8</td>
</tr>
<tr>
<td>Gulf</td>
<td>8.0</td>
<td>Sumter</td>
<td>6.8</td>
</tr>
<tr>
<td>Hamilton</td>
<td>9.4</td>
<td>Suwannee</td>
<td>7.4</td>
</tr>
<tr>
<td>Hardee</td>
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<td>Taylor</td>
<td>9.0</td>
</tr>
<tr>
<td>Hendry</td>
<td>11.7</td>
<td>Union</td>
<td>7.0</td>
</tr>
<tr>
<td>Hernando</td>
<td>10.9</td>
<td>Volusia</td>
<td>8.7</td>
</tr>
<tr>
<td>Highlands</td>
<td>8.1</td>
<td>Wakulla</td>
<td>7.0</td>
</tr>
<tr>
<td>Hillsborough</td>
<td>8.4</td>
<td>Walton</td>
<td>5.3</td>
</tr>
<tr>
<td>Holmes</td>
<td>6.9</td>
<td>Washington</td>
<td>8.9</td>
</tr>
<tr>
<td>Indian River</td>
<td>10.4</td>
<td>FLORIDA</td>
<td>8.5</td>
</tr>
<tr>
<td>Jackson</td>
<td>7.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jefferson</td>
<td>7.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lafayette</td>
<td>6.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake</td>
<td>8.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lee</td>
<td>8.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leon</td>
<td>7.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Levy</td>
<td>9.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liberty</td>
<td>6.7</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SCORING CRITERIA
Application Form: Street Outreach

Applicants shall complete this scoring criteria form, and submit it, along with the required supporting documentation, with your grant proposal, supported with all of the required documentation specified to receive the scoring points.

If the applicant is also the designated lead agency for the continuum of care planning area, the certifications and verification of HMIS documentation data needed for the grant solicitation scoring criteria MUST be executed by and provided by another officially designated entity to act on behalf of the continuum of care. The designated lead agency, as applicant, is prohibited from certifying the scoring criteria on its own grant proposal.

Other designated, independent third party entities authorized to sign the certification and required HMIS data submissions may include the following:

1. The Governing Board of the Continuum of Care planning area, so long as the board is not also the governing body for the lead agency entity submitting the grant proposal.

2. The designated third party grant review committee established by the continuum of care membership, with the chair of the committee authorized in writing to sign and verify the scoring criteria materials for the lead agency’s grant proposal.

3. Action by the full membership for the continuum of care at a publicly noticed meeting, and documented by a formal vote of the members to certify the grant proposal to be submitted by the lead agency. This action must be documented with the written minutes of the meeting, the vote, and the clear designation of the person authorized to sign on behalf of the continuum of care.

Check the box that applies, if you are a lead agency applicant.

A. The total number of unsheltered homeless persons in the applicant’s continuum of care (CoC) planning area of 2012 shall be scored, as certified to by the lead agency of the CoC and documented by the 2012 Point in Time Chart. For those CoC areas that did not undertake a street count in 2012 of the unsheltered homeless, the applicant’s CoC lead agency shall also provide the 2011 Point in Time Chart to document the unsheltered homeless count.

<table>
<thead>
<tr>
<th>Total Unsheltered Homeless Persons</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scoring Criteria</td>
<td>Score value</td>
<td>Score claimed</td>
</tr>
<tr>
<td>More than 1,000 Unsheltered persons</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Less than 1,000, but more than 100 unsheltered persons</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>Less than 100 unsheltered Persons</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Application does not contain the CoC lead agency certification</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Application does not contain the 2012 Point in Time Chart, or the 2011 Point in Time Chart, if applicable</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>
**APPLICANT’S OUTREACH EXPERIENCE**

B. Applicant is currently operating a street outreach program to the unsheltered homeless population, and that the grant will expand the scope of services offered beyond those currently provided, as certified by the designated lead agency of the applicant’s CoC area.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant is currently carrying out a street outreach program, and the grant will increase the scope of services</td>
<td>1 point</td>
<td>___________</td>
</tr>
<tr>
<td>Applicant is carrying out street But grant will not expand the services offered</td>
<td>0 points</td>
<td>___________</td>
</tr>
<tr>
<td>Application lacks the certification from the CoC lead agency</td>
<td>0 points</td>
<td>___________</td>
</tr>
<tr>
<td>Applicant does not currently operate a street outreach program to the unsheltered –grant will fund a new service</td>
<td>0 points</td>
<td>___________</td>
</tr>
</tbody>
</table>

C. The applicant proposes to include the following services if funded by the Department, as certified to by the lead agency of the continuum of care area.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency health services on an outpatient basis by licensed medical professionals</td>
<td>1 point</td>
<td>___________</td>
</tr>
<tr>
<td>Emergency mental health services on an outpatient basis by licensed professionals</td>
<td>1 points</td>
<td>___________</td>
</tr>
<tr>
<td>Application lacks the certification letter from the CoC lead agency</td>
<td>0 points</td>
<td>___________</td>
</tr>
</tbody>
</table>

**COORDINATED ASSESSMENT SYSTEM**

D. The Applicant’s proposed street outreach services are an integral component of the CoC’s adopted coordinated assessment system, as certified to by the CoC lead agency and evidenced by an executed agreement between the CoC lead agency and the applicant.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant’s street outreach program is an integral component of the CoC coordinated assessment system</td>
<td>1 point</td>
<td>___________</td>
</tr>
<tr>
<td>Application lacks the CoC lead agency Certification, or lacks the executed</td>
<td>0 points</td>
<td>___________</td>
</tr>
</tbody>
</table>
agreement between the applicant and CoC lead agency

CoC has yet to implement its coordinated assessment system 0 points

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant has adopted written policies and procedures to integrate its street outreach program into the CoC’s coordinated assessment system</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>CoC has not yet implemented its coordinated assessment system</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Application does not contain copy of the adopted, written policies and procedures</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>

**CAPACITY TO PLACE UNSHELTERED PERSONS INTO HOUSING**

F. The applicant has entered into executed written agreements with community housing provider agencies to ensure the availability of beds/housing units to place the unsheltered homeless persons referred by the applicant on the day of referral, as evidenced by the submission of the executed agreements with the housing provider for each type of housing.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant has executed agreement with at least one emergency shelter provider to place person(s) referred by street outreach program on day of referral</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>Applicant has executed agreement with at least one transitional housing provider to place person(s) referred by street outreach program on the day of referral</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>Applicant has executed agreement with at least one permanent housing provider to place person(s) referred by street outreach program on the day of referral</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Application does not contain the copy(s) of the executed agreement between the</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>
applicant and the community housing provider

G. The applicant has executed an agreement with a community provider of rapid re-housing rental assistance to accept referrals from the street outreach program, and give priority to assessing the person referred for eligibility determination for the rent help; as evidenced by the executed agreement between the applicant and the provider of the re-housing rental assistance.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant has executed agreement with provider of re-housing rental assistance</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>to accept referrals and provide priority eligibility assessment for persons referred</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community has no rapid re-housing rental assistance program provider</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Application does not contain a copy of the executed agreement between applicant and the re-housing provider</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>

H. The applicant has executed an agreement with a community mental health provider to accept referral of person(s) from the street outreach program for receipt of appropriate mental health services; as evidenced by submission of the executed agreement in the application.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant has executed agreement with mental health provider to accept person(s) referred by street outreach for receipt of mental health services</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>Application lacks evidence of executed agreement between the applicant and the mental health provider</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>

**ACCESS PARTNER WITH DEPARTMENT OF CHILDREN AND FAMILIES**

I. The applicant is an approved ACCESS Partner with this Department’ as evidenced by written documentation on DCF letterhead.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant is an approved ACCESS Partner</td>
<td>1 point</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application does not contain documentation from DCF of the applicant being ACCESS partner</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>
CONTINUUM OF CARE CERTIFICATIONS

J. The applicant’s street outreach program is found to be consistent with the continuum of care Exhibit 1 Plan; as evidenced by the certification by the CoC lead agency and excerpts from the Exhibit 1 Plan.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant’s street outreach program is consistent with CoC Exhibit 1 Plan</td>
<td>1 point</td>
<td>____________</td>
</tr>
<tr>
<td>Application lacks either the lead agency certification or the excerpt from Exhibit 1 Plan</td>
<td>0 points</td>
<td>____________</td>
</tr>
</tbody>
</table>

K. The applicant’s HMIS data quality meets or exceeds the standards by the Department of Housing and Urban Development, as evidenced by the certification letter from the lead agency of the CoC.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant’s HMIS data quality meets or exceeds the federal standards</td>
<td>1 point</td>
<td>____________</td>
</tr>
<tr>
<td>Applicant not currently participating in the CoC’s HMIS system</td>
<td>0 points</td>
<td>____________</td>
</tr>
<tr>
<td>Application does not contain the lead agency certification</td>
<td>0 points</td>
<td>____________</td>
</tr>
</tbody>
</table>

L. The applicant’s street outreach program is actively coordinating services for the unsheltered homeless other community providers of housing and services, as evidenced by the certification letter from the CoC lead agency.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant’s street outreach program is coordinating services with other community providers</td>
<td>1 point</td>
<td>____________</td>
</tr>
<tr>
<td>Applicant’s street outreach program is new or not currently in operation</td>
<td>0 points</td>
<td>____________</td>
</tr>
<tr>
<td>The application does not contain the CoC lead agency certification evidence</td>
<td>0 points</td>
<td>____________</td>
</tr>
</tbody>
</table>

HOMELESS PARTICIPATION

M. The applicant currently has a homeless person as a member of the board of directors, if the applicant is a nonprofit; or if the applicant is a unit of local government, a homeless person is a member of an advisory body overseeing the local government’s outreach program; as evidenced by the current roster of the applicable body and documentation of the member’s homeless status.
<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant’s nonprofit Board of Directors contains a homeless persons</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Local government applicant has appointed A homeless person to an advisory body</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>The application lacks the documentation on the make-up of the applicable body or evidence of the member’s homeless status</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>N. The applicant has employed a homeless person as a paid staff member of the street outreach program as of the date of the application; or has executed a written commitment to hire a homeless person for the program, if funded, as evidenced by the name of the person employed, position held, and homeless status; or by inclusion in the application the executed written commitment to hire a homeless person.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant’s street outreach program has a homeless person hired as paid staff</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Application lacks the required evidence of the hiring of a homeless person</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Applicant has executed written commitment to hire a homeless person on the grant funded outreach program</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>Application does not contain the executed person</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL POINTS CLAIMED
(Max points is 21)

Applicant Certification

The responses to the above scoring criteria are true and accurate:

____________________________________  ____________________
Name of Authorized Official     Date

______________________________
Signature
SCORING CRITERIA
Application Form: Shelter Facilities

Applicants shall complete this scoring criteria form, and submit it, along with the required supporting documentation, with your grant proposal, supported with all of the required documentation specified to receive the scoring points.

If the applicant is also the designated lead agency for the continuum of care planning area, the certifications and verification of HMIS documentation data needed for the grant solicitation scoring criteria MUST be executed by and provided by another officially designated entity to act on behalf of the continuum of care. The designated lead agency, as applicant, is prohibited from certifying the scoring criteria on its own grant proposal.

Other designated, independent third party entities authorized to sign the certification and required HMIS data submissions may include the following:

1. The Governing Board of the Continuum of Care planning area, so long as the board is not also the governing body for the lead agency entity submitting the grant proposal.

2. The designated third party grant review committee established by the continuum of care membership, with the chair of the committee authorized in writing to sign and verify the scoring criteria materials for the lead agency's grant proposal.

3. Action by the full membership for the continuum of care at a publicly noticed meeting, and documented by a formal vote of the members to certify the grant proposal to be submitted by the lead agency. This action must be documented with the written minutes of the meeting, the vote, and the clear designation of the person authorized to sign on behalf of the continuum of care.

Check the box that applies, if you are a lead agency applicant.

NEED
A. The total number of unsheltered homeless persons in the applicant’s continuum of care planning area of 2012 shall be scored, as certified to by the lead agency of continuum of care (CoC) and documented by the 2012 Point in Time Chart. For those CoC areas that did not undertake a street count in 2012 of the unsheltered homeless, the applicant’s CoC lead agency shall also provide the 2011 Point in Time to document the unsheltered homeless count.

<table>
<thead>
<tr>
<th>Total Unsheltered Homeless Persons</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scoring Criteria</td>
<td>Score value</td>
<td>Score claimed</td>
</tr>
<tr>
<td>More than 5,000 persons</td>
<td>3 points</td>
<td></td>
</tr>
<tr>
<td>2,000 to 4,999 persons</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>100 to 1,999 persons</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td>Less than 100 unsheltered Persons</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Application lacks required documentation</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>

B. The applicant’s shelter facility is located in and serves a HUD designated rural county, as listed on the HUD Rural County list available in the Emergency Solutions Grant Application.
C. The county in which the applicant’s shelter is located has no existing emergency shelter facility with year round beds, as reported in the 2012 Housing Inventory chart provided and certified by the lead agency of the CoC.

D. Application lacks certification

1 point _____________

Documentation Needed: 2012 Housing Inventory Chart as submitted to HUD and certification from CoC lead agency

PAST PERFORMANCE

E. The CoC lead agency provides certification of the percentage of the applicant’s shelter beds occupied on the date of the 2012 Point in Time Count, as evidenced by the 2012 Housing Inventory chart.

Scoring Criteria | Score value | Score claimed
--- | --- | ---
90% or greater | 2 points | 
75 to 89% | 1 point | 
Less than 75% | 0 points |
Application lacks certification or Housing Inventory chart | 0 points |

F. The CoC lead agency provides certification of the average length of stay for clients housed in the shelter facility to be assisted, as evidenced by an HMIS data report.

Average length of stay less than 180 days | 1 point _____________

Application lacks certification or HMIS data report | 0 points _____________

NOTE: Applicant scored based on the eligible facility with the largest number of beds for those applicants with two or more facilities.

OUTCOMES

G. The CoC lead agency provides certification with an HMIS report the percentage of persons leaving the shelter facility exited to permanent housing in the last year.

35% or greater exited to permanent housing | 1 point _____________

Application lacks certification | 0 points _____________

H. The CoC lead agency provides certification with an HMIS report the percentage of leavers from the shelter facility exited with employment income.

30% or greater exited with employment income | 1 point _____________

Application lacks certification or HMIS report | 0 points _____________
I. The CoC lead agency provides certification that the applicant’s outcomes achieved with its’ DCF 2010 shelter grant award furthered the Exhibit 1 Plan goals and objectives.

1 point

Application lacks certification 0 points

CONTINUUM OF CARE CERTIFICATION

J. The applicant’s application is consistent with the Exhibit 1 Plan of the continuum of care, as evidenced by a letter on letterhead and excerpts from the approved plan.

1 point

Application lacks certification or Excerpts from CoC Plan

0 points

K. The CoC lead agency certifies that the applicant’s HMIS data quality meets or exceeds HUD standards.

1 point

Application lacks certification 0 points

L. The applicant has executed written agreement with the lead agency to participate in the CoC’s coordinated assessment system, as evidenced by letter and executed agreement.

1 point

Application lacks certification or the executed agreement

0 points

M. The applicant has executed written agreement with the lead agency to accept referrals and place in housing those referred by the coordinated assessment system as evidenced by the lead agency with the executed agreement.

1 point

Application lacks certification or executed written agreement

0 points

HOMELESS PARTICIPATION

N. The applicant currently has a homeless person as a member of the board of directors, if the applicant is a nonprofit; or if the applicant is a unit of local government, a homeless person is a member of an advisory body overseeing the local government’s outreach program; as evidenced by the current roster of the applicable body and documentation of the member’s homeless status.

Scoring Criteria                 Score value    Score claimed

Applicant’s nonprofit Board of Directors contains a homeless persons 2 points       

Local government applicant has appointed A homeless person to an advisory body 1 point       

The application lacks the documentation on the make-up of the applicable body or evidence of the member’s homeless status 0 points

O. The applicant has employed a homeless person as a paid staff member of the shelter facilities program as of the date of the application; or has executed a written commitment to hire a homeless person for the program, if funded, as evidenced by the name of the person employed, position held, and homeless status; or by inclusion in the application the executed written commitment to hire a homeless person.

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant’s street outreach program has a homeless person hired as paid staff</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Application lacks the required evidence of the hiring of a homeless person</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Applicant has executed written commitment to hire a homeless person on the grant funded outreach program</td>
<td>1 point</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Score value</th>
<th>Score claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application does not contain the executed written commitment to hire a homeless person</td>
<td>0 points</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL POINTS CLAIMED**

(Max of 21 points)

**Applicant Certification**
The responses to the above scoring criteria are true and accurate:

____________________________________  ____________________
Name of Authorized Official    Date

____________________________________
Signature

**Attachment**
HUD Designated Rural county List
Attachment to Scoring Criteria
List of counties in Florida Defined as Rural

The following counties were defined as Rural by the U.S. Department of Housing and Urban Development, as part of the 2010 Continuum of Care NOFA process.

<table>
<thead>
<tr>
<th>Bradford</th>
<th>Jefferson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calhoun</td>
<td>Lafayette</td>
</tr>
<tr>
<td>Citrus</td>
<td>Levy</td>
</tr>
<tr>
<td>Columbia</td>
<td>Liberty</td>
</tr>
<tr>
<td>DeSoto</td>
<td>Madison</td>
</tr>
<tr>
<td>Dixie</td>
<td>Monroe</td>
</tr>
<tr>
<td>Franklin</td>
<td>Okeechobee</td>
</tr>
<tr>
<td>Gilchrist</td>
<td>Putnam</td>
</tr>
<tr>
<td>Glades</td>
<td>Sumter</td>
</tr>
<tr>
<td>Gulf</td>
<td>Suwannee</td>
</tr>
<tr>
<td>Hamilton</td>
<td>Taylor</td>
</tr>
<tr>
<td>Hardee</td>
<td>Union</td>
</tr>
<tr>
<td>Hendry</td>
<td>Wakulla</td>
</tr>
<tr>
<td>Highlands</td>
<td>Walton</td>
</tr>
<tr>
<td>Holmes</td>
<td>Washington</td>
</tr>
<tr>
<td>Jackson</td>
<td></td>
</tr>
</tbody>
</table>
Emergency Solutions Grant
Budget Form 2012

Prevention and Re-Housing

<table>
<thead>
<tr>
<th>Eligible Activity</th>
<th>Grant ($)</th>
<th>Match ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Rapid Re-Housing</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Rental Assistance</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B. Housing Relocation and Stabilization</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>i. Financial Assistance Costs</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>ii. Services Costs</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>2. Homeless Prevention</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Rental Assistance</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B. Housing Relocation and Stabilization</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>i. Financial Assistance Costs</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>ii. Services Costs</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>3. HMIS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Cost of contributing data to HMIS for Continuum of Care</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B. HMIS Lead Agency Costs for hosting and maintaining system</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C. Victim Services provider costs for comparable database</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>4. Administrative Costs [Cap 4.5%]</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Local government</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B. Private non-profit organization</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL BUDGET** $ $

Attach a detailed list of the sources of the required match, including the breakdown by amount of cash match, and/or in-kind services and valuation of such in-kind match.

**NOTE:** For planning purposes, the applicant may use February 1, 2013, as a projected contract start date. The amount available for the time period from the contract start date through June 30, 2014, is dependent on available Departmental resources.
## Emergency Shelter Facilities

<table>
<thead>
<tr>
<th>Eligible Activity</th>
<th>Grant $</th>
<th>Match $</th>
</tr>
</thead>
</table>

### 1. Essential Services (list activities)

- **A.**
- **B.**
  - **i.**
  - **ii**

### 2. Shelter Operations (list activities)

- **A.**
- **B.**
  - **i.**
  - **ii**

### 3. Hotel or Motel Vouchers

- **A.** ONLY if there is no emergency shelter available or appropriate for a homeless family or individual

### 4. Administrative Costs [Cap 4.5%]

- **A.** Local government
- **B.** Private non-profit organization

### TOTAL BUDGET

$ | $

Attach a detailed list of the sources of the required match, including the breakdown by amount of cash match, and/or in-kind services and valuation of such in-kind match.

**NOTE:** For planning purposes, the applicant may use February 1, 2013, as a projected contract start date. The amount available for the time period from the contract start date through June 30, 2014, is dependent on available Departmental resources.
Emergency Solutions Grant
Budget Form 2012
Street Outreach Program

<table>
<thead>
<tr>
<th>Eligible Activity</th>
<th>Grant $</th>
<th>Match $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Engagement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Case Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Outpatient Health Services by licensed professionals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Outpatient Mental Health Services by licensed professionals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Transportation of outreach workers or unsheltered persons to services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Services for special populations (youth, victim services, persons with HIV/AIDS)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Administrative Costs [Cap 4.5%]                                                   |         |         |
| A. Local government                                                               |         |         |
| B. Private non-profit organization                                                |         |         |

| TOTAL BUDGET                                                                      |         |         |

Attach a detailed list of the sources of the required match, including the breakdown by amount of cash match, and/or in-kind services and valuation of such in-kind match.

**NOTE:** For planning purposes, the applicant may use February 1, 2013, as a projected contract start date. The amount available for the time period from the contract start date through June 30, 2014, is dependent on available Departmental resources.
CERTIFICATION OF HMIS COMPLIANCE

Participation in the homeless management information system (HMIS) is a requirement for receipt of ESG funds. HMIS requirements are outlined in the U.S. Department of Housing and Urban Development interim rule December 5, 2011. Accordingly, only applicants who commit to participate in the HMIS will be considered for ESG funding in 2012. Section 605 of the Violence Against Women Act of 2005 amended the McKinney-Vento Homeless Assistance Act prohibits victim services providers from entering personally-identifying information into an HMIS database. This law applies to providers receiving Violence Against Women Act and/or Family Violence Prevention and Services Act funding. Domestic violence services providers are not required to participate in HMIS, but shall provide aggregate service data on persons served and outcomes achieved consistent with those identified in this solicitation.

I have read the above statement regarding HMIS and agree on behalf of the applicant applying for these ESG funds, that the applicant will fully participate in HMIS and that receipt of ESG funds is contingent on HMIS participation.

(Signature of authorized representative for the applicant)  (Date)

(Printed name of the above signatory)
Certification of Local Government Approval
For Nonprofit Organizations

I, _____________________________ duly authorized to act on behalf
(Name and Title)

of the ___________________________, hereby approve the following
(Name of City or County Government)

emergency shelter, homeless prevention or street outreach activities proposed by

______________________________, located in _______________________.
(Name of Agency) (Name of City or County)

By: _____________________________ _____________________________
(Name) (Title)

_____________________________
(Signature)

_____________________________
(Date)

Note: U.S. Department of Housing and Urban Development regulations require non-profit organizations to receive certification of local government approval prior to accepting an Emergency Solutions Grant award. This approval signifies the knowledge of the referenced program operating in the local government jurisdiction.

This form MUST BE signed, dated and returned with the solicitation in order for the solicitation to be considered for funding.
Applications must complete a checklist using this form to help assure that all required documents are contained in their grant application. The completed checklist shall be included in the submission in Tab 6.

<table>
<thead>
<tr>
<th>Application Content Item</th>
<th>Complete</th>
<th>Tab</th>
<th>Page(s) Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Original Application, plus 3 copies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Transmittal Letter, Signed by Authorized Organization Official</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Organization Information</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Addressed all items, 1 to 8?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attached supporting documents</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Project Narrative</td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Addressed all items, 1 to 11?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Application Form: Scoring Criteria</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>• Addressed all criteria, 1 to 7?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Attached supporting documentation?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Certification signed by Authorized Official?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Budget and Match Forms</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Forms completely filled out?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget narrative included?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Evidence of MyFloridaMarketPlace</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Registration?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>--------------</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>8</td>
<td>Certification of HMIS Compliance?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>If applicant is nonprofit, Certification of Local Government Approval?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>If applicant is nonprofit, evidence of IRS 501(c)(3) status?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

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

______________________________          ______________________________
Signature                              Date

______________________________          ______________________________
Name of Authorized Individual          Application or Contract Number

______________________________
Address of Organization
Appendix VIII

Contract No. _____ Client [ ] Non-Client [ ]

CFDA No. _____

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

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

1. Purpose. The Department is engaging the Provider for the purpose of __________________________________________________________
   ___________________________________________________________________________________________
   ___________________________________________________________________________________________
   ___________________________________________________________________________________________
   ______________________________________, as further described in Attachment I hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department.

2. Effective and Ending Dates. This contract shall begin on __________________, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Select a Time Zone time, on __________________.

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

4. Contract Document. The Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments, ___________________________________________________________________________________________________________________________________________________________ and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Standard Contract Definitions, located at http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf are incorporated into and made a part of this Contract. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 19, 22, 23, 27, 31, and 35 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

5. Compliance with Statutes, Rules and Regulations. In performing its obligations under this Contract, the Provider shall without exception be aware of any compliance with State and Federal laws, rules and regulations relating to its performance under this Contract, including but not limited to those described in Section 34 of this Contract.
6. **Inspections and Corrective Action.** The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will not limit the Department’s termination rights under Section 30.

7. **Independent Contractor, Subcontracting and Assignments.**

   a. In performing its obligations under this contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

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

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

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

   e. To the extent permitted by Florida Law, and in compliance with Section 7.c., the Provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

   f. The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.
g. To the extent that a subcontract provides for payment after Provider’s receipt of payment from the Department, the Provider shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

8. Provider Liability and Indemnity. The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, claims and costs of every name and description, including attorneys’ fees:

   a. arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement provided; however, that this indemnity shall not include that portion of any loss or damages proximately caused by the negligent act or omission of the Department. This indemnity specifically precludes compensation of the Provider for any obligations of any kind to any person, paid or unpaid, incurred as a result of a culpable act or omission of the Provider, its agents, employees or subcontractors.

   b. arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right associated with a service or product of the Provider; provided, however, that the foregoing obligation shall not apply to Department's misuse or modification of Provider’s products or a Department’s operation or use of Provider’s products in a manner not contemplated by the contract. If any product is the subject of an infringement suit or claim or in the Provider’s opinion is likely to become the subject of such a suit or claim, the Provider may 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, without limiting the Department’s remedies at law for breach or nonperformance, remove the product and provide a fully-licensed replacement to the Department’s satisfaction. The Department shall not be liable for any royalties. The Provider’s indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Provider, its officers, agents or subcontractors in the performance of this contract or delivered to the Department for the use of the Department, its employees, agents or contractors.

   c. arising from or relating to Provider’s claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider’s redaction of the record, as provided for under Section 26.c., including litigation initiated by the Department.

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

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

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

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

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

- For the purpose of disaster planning, the term supervision includes the responsibility of the Department, or its contracted agents to ensure the safety, permanency and well-being of 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.

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

- An updated emergency preparedness plan shall be submitted by the Provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. The Department agrees to respond in writing within 30 days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

13. **Intellectual Property.** It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider’s performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.
a. If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For purposes of this provision, the term “use” shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

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

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

15. **Publicity.** Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State’s mark, the name of the State or any State affiliate or any officer or employee of the State, 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.

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

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

a. The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Name: ____________________________
Address: __________________________
City: ___________________ State: ______ Zip Code: ________
Phone: ________________ ext: ________
e-mail: ________________________

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

Name: ____________________________
Address: __________________________
City: ___________________ State: ______ Zip Code: ________
Phone: ________________ ext: ________
e-mail: ________________________

c. The name, address, telephone number and e-mail address of the contract manager for the Department for this contract is:

Name: ____________________________
Address: __________________________
City: ___________________ State: ______ Zip Code: ________
Phone: ________________ ext: ________
e-mail: ________________________

d. The name, address, telephone number and e-mail of the representative of the Provider responsible for administration of the program under this contract is:

Name: ____________________________
Address: __________________________
City: ___________________ State: ______ Zip Code: ________
Phone: ________________ ext: ________
e-mail: ________________________

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

19. Invoices. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.
20. **Final Invoice.** The final invoice for payment shall be submitted to the Department no more than [number] days after the contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

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

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

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

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

25. **Records, Retention, Audits, Inspections and Investigations.**
a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.

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

c. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section 25.b.

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

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

f. A financial and compliance audit shall be provided to the Department as specified in this contract and in Attachment ________.

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

h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature.

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

a. Unless exempted by law, all public records are subject to public inspection and copying under Florida’s Public Records Law, Chapter 119, F.S. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider’s documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.

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

c. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 26.b.
Accompanying the submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

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

27. Client Information. The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

28. Data Security. The Provider shall comply with the following data security requirements:

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

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

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

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

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

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

29. **Financial Penalties for Failure to Take Corrective Action.**

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

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

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

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

30. **The following termination provisions apply to this Contract:**

a. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the program.

b. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed.

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

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

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

32. Other Terms

a. Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the Provider responsible for administration of the program, to the designated address contained in this contract.

b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida.

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

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

e. The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department’s providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.
f. The Department of Economic Opportunity and Workforce Florida: The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

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

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

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

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

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

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

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

a. Federal Law

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

   ii. If this contract contains $10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
iii. If this contract contains over $100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

iv. No federal funds received in connection with this contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of $100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _______.

If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

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

vi. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. Pursuant to Executive Order 11-02 signed on January 4, 2011, the Provider will use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and the subcontractors' employees performing under this contract.

b. Civil Rights Requirements. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all Providers that have fifteen (15) or more employees.

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

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

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

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

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

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

ii. If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The Single-Point-of-Contact will process the compliance data into the Department’s HHS Compliance reporting Database and forward confirmation of submission to the contract manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department’s grant or contract manager within 14 calendar days of the effective date of this requirement.

iii. The Provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

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

v. The Provider’s Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-
cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notice can be downloaded through the Internet at: http://www.dcf.state.fl.us/admin/ig/civilrights.shtml

vi. The Provider and its subcontractors shall document the customer’s or companion’s preferred method of communication and any requested auxiliary aids/services provided in the customer’s record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall submit compliance reports monthly, by the 5th business day following the reporting month, to the Single-Point-of-Contact. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

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

The Department requires each contract/subcontract provider agency’s direct service employees to complete Effective Communication Online (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

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

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

PROVIDER: FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

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