

Department of Children & Families

Office on Homelessness

Grant solicitation

LPZ05

**Homeless Continuum of Care
Challenge Grants**

CSFA 60.014

FY 2011 - 2012

June 10, 2011

Application Instructions

Office on Homelessness
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
850/922-4691
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Challenge Grant Solicitation
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Section 1 Introduction

1.1 Statement of Need and Purpose

The Challenge Grant program is authorized by section 420.622(4), Florida Statutes, to provide grant funding annually to lead agencies for homeless assistance continuums of care. To qualify for the grant, a lead agency must develop and implement a local homeless assistance continuum of care (CoC) plan for its designated planning area.

The Challenge Grants shall be used to assist the local homeless continuum of care lead agency and local providers implement their written plan for addressing the needs of their homeless populations. These funds may be used for an array of programs, facilities, and services that are identified in the local continuum of care plan. This may include, but are not limited to, the following types of activities or projects (see section 420.624, F.S., Exhibit 2 for a complete description of the Continuum):

- Homelessness Prevention
- Outreach
- Emergency Shelter
- Supportive Services
- Transitional Housing
- Permanent Housing

This grant solicitation describes the Department's instructions that govern the grant application process, including the ranking process for applications in accordance with statutory preference criteria stated in section 420.622(4), F.S. [Exhibit 1].

1.2 Applicant Qualifications

The only entities that may submit an application for the Challenge Grant shall be the lead agencies of the continuum of care, as designated pursuant to section 420.624(6), F.S., by the Office on Homelessness for specified catchment areas within the state.

The designation of the lead agencies by the Office on Homelessness has been done in consultation with the U.S. Department of Housing and Urban Development (HUD), the local homeless coalitions within the state, and those agencies that were identified as the lead agency in the most recent application for HUD homeless grants. The list of designated lead agencies by catchment areas is attached in EXHIBIT 3.

Applications shall be accepted only from these lead agencies. Any applications received from other entities not on the list of designated lead agencies shall be returned, without review, to the entity that submitted it.

Lead agencies are required to register in MyFloridaMarketPlace (FMP) as a vendor. Registration is required because the Department of Financial Services uses data from MFMP to establish the payment data file for purposes of disbursing state funds.

Funds disbursed to lead agencies as a result of these grants are financial assistance. In accordance with Rule 60A-1.032(l)(i)1, F.A.C., disbursements of financial assistance to recipients of state financial assistance are exempt from paying the MFMP transaction fee.

1.3. Funding Cycle and Funds Availability

For FY2011-12, the Department has \$2,031,354 in Challenge Grant funding available for award to lead agencies for the continuum of care planning areas.

The limit on the grant award to a lead agency shall be \$100,000 for FY 2011-12. This maximum grant shall be provided to the top seven ranked applications. The remaining 21 continuum of care applications shall be funded at a maximum award of \$63,397, assuming the top 7 applications have approved budgets of \$100,000. If not, the remaining 21 awards shall be capped at an equal share of the balance of funds left after the top 7 grant awards are made.

Applications may be submitted for any amount up to, but not exceeding \$100,000. The lead agency shall clearly identify a budget for those uses or activities to be funded, and shall list the projects or activities to be funded if the award is made at the \$63,397 level.

Grant funding shall be expended on eligible services and programs by June 30, 2012. The grant funds may be used to carry out the services or programs identified in the local homeless assistance continuum of care plan, as certified by the lead agency.

Section 2 Scope of Grant Activities

2.1 Program and Financial Requirements

2.1.1 Definitions

The definitions set forth in section 420.621, Florida Statutes, are applicable to the Challenge Grant program. This section of state law is attached in Exhibit 4.

2.1.2 Program Need

Challenge Grant funding shall be used locally to assist those individuals or households who are homeless, or those at risk of becoming homeless. The intent of the state grant is to help to implement the local homeless assistance plan, and to help the community reach the goals and objectives outlined in the Continuum of Care plan.

As the fund source for the state's grant is general revenue, the grant recipients are encouraged to use the state funds to leverage other federal grants to serve the homeless. In addition, the state grant is intended to be used in concert with the private funding contributed to local homeless service agencies to address the needs of the persons who are homeless in the planning area.

The overall state goal is to use the Challenge Grant to partner with local agencies to reduce homelessness in Florida. The grant recipient shall evaluate the success of the grant award using the performance measures described in section 2.1.4 of these instructions.

2.1.3 Financial Information

This state grant requires no matching funds. As the source of the state funding is from general revenue, there will be strict limits on the time available to obligate and expend these dollars. All grants must be obligated by an executed grant agreement and all grant funded activity or project services should be completed or provided by June 30, 2012.

All recipients of Challenge Grants shall be required to submit quarterly reports on progress and performance until all grant funded activities are completed.

The lead agency may use the grant funds to fund any activity or project that is clearly and specifically identified in its written continuum of care plan. To be an eligible activity or use the lead agency shall execute a written certification that the use is specifically contained in the plan and shall provide evidence of that inclusion in the plan with the certification. This evidence shall be documented with an adopted amendment to your submitted 2010 Exhibit 1 plan that clearly denotes the projects to be funded with the state's grants. **The plan should be sufficiently detailed so as to clearly denote the use, the agency performing the service, and that state funds will be sought to support the use.** The amendment shall be filed with the Office on Homelessness on or before the grant application deadline identified in Section 3 below.

The application may contain one or more activities to be funded provided each and every one of the activities proposed for funding is specifically identified in the written continuum of care plan as amended. All grant funds shall go to activities proposed for funding that directly benefit homeless persons or persons at risk of homelessness. Activities that do not directly benefit homeless persons may include, but are not limited to, public education, training, planning, and capacity building. Homeless management information systems may be claimed to be a direct benefit use only to the extent that the system is used as a case management tool to coordinate services among two or more local agencies serving the homeless person.

The lead agency's written 2010 plan for its continuum of care must have been filed with the Office on Homelessness in December 2010. Any amendment to that plan on file with the Office, which has been formally adopted by the continuum of care's governing body in a duly noticed meeting, and adopted subsequent to the designation of the lead agency, must be attached to the application along with a certification of the amendment date by the lead agency. See Exhibit 5, for a sample format to use to amend your 2010 Exhibit 1 plan.

The application must clearly enumerate the activities or projects to be funded, the purpose of each, the amount allocated for each, and the entity to carry out that use or activity. The lead agency shall be fiscally responsible for all grant funds and is responsible to ensure that funds are expended only for eligible activities. Performance monitoring of the grant activities is a responsibility of the lead agency. Upon completion of the grant funded activities, the lead agency shall provide its written assessment of the grant's effectiveness in furthering the continuum of care plan.

Grant administration costs of the lead agency are not specifically authorized in section 420.622(4), F.S., and are ineligible. No grant funding shall be used by the lead agency for staff salary, benefits, or operating expenses directly related to the management and oversight of this grant. In accordance with section 287.14, F.S., use of the Challenge Grant to purchase or continuously lease any motor vehicle is prohibited.

Staffing and administrative costs directly related to the implementation of eligible use activities shall be eligible and shall be included within the total budget allotted to that eligible use. For example, if the lead agency carries out an eligible outreach activity, its staff and operating costs associated with that outreach activity are eligible.

2.1.4 Grant Outcome Evaluation

Each lead agency receiving a grant under this solicitation shall provide to the Office on Homelessness on or before June 30, 2012, a thorough evaluation of the effectiveness of the grant in achieving its intended purpose. At a minimum, this written evaluation shall address the following:

- a. Implementation of the Continuum of Care Plan. The lead agency shall evaluate the effectiveness of the grant to further the continuum of care plan, including the extent to which the grant accomplished plan objectives or actions steps, or resolved unmet needs specified in the plan.

- b. Planned versus Actual Services Provided. The evaluation shall compare the proposed number of homeless persons to be served by grant funded activity as enumerated on Exhibit 9, Budget Form, to the actual number of persons served. The lead agency shall provide explanation for any activity that failed to achieve the target service level.
- c. State and Federal Performance Objectives. The lead agency shall report on their continuum of care performance on the following four outcomes. The data shall include the continuum of care plan performance at the time of the grant application submission, as well as the continuum's level of performance as of June 30, 2012 on these four criteria.
 - (i) HMIS Implementation.
Report the total number of homeless beds, and the total number of those beds for which data is being entered into HMIS on clients served by those beds for the continuum . (HUD Exhibit 1 data)
 - (ii) Stability in Permanent Housing.
Report the number of homeless persons served in HUD permanent housing projects who stayed 7 months or longer, as reflected in HUD Chart 4C, in the 2011 Exhibit 1 plan.
 - (iii) Move to Permanent Housing.
Report the number of persons living in HUD transitional housing who moved to permanent housing, as reported on HUD Chart 4C, in the 2011 Exhibit 1 plan.
 - (iv) Employment Income.

Report the total number of adults who left HUD homeless housing, and of those, the number who had employment income upon exit, as reflected on HUD Chart 4D, in the 2011 Exhibit 1 plan.

2.2 Administrative Requirements

2.2.1 Order of Precedence of Documents

Multiple documents shall comprise the complete grant agreement, including the solicitation, your submitted application and grant award letter. In the event of a conflict between the provisions of the documents, the award letter shall take precedence. The remaining order of precedence shall be the approved budget, the grant solicitation, and finally the recipient's application.

2.2.2 Grant Agreement Terms and Conditions

Applicants are directed to review the grant award letter, standard terms and conditions, and other forms specified in Section 5. The recipient shall be required to execute the Certification Regarding Lobbying, CF 1123. If the grant funding will be used to make improvements to real property, the Department shall be granted a security interest to the property being improved, using the Mortgage Lien and Security Agreement contained in Exhibit 19.

2.2.3 Audit

The grant is subject to the state single audit requirement. The grant recipient has the responsibility to track the amount of financial assistance received during a single fiscal period, to determine whether the state single audit requirement applies to the recipient. Applicants are directed to review the Audit Attachment in Exhibit 21.

Section 3 Grant Solicitation and Evaluation Process

3.1 Overview of the Grant Solicitation Process

3.1.1 Contact Person

Thomas Pierce
Office on Homelessness
Department of Children & Families
1317 Winewood Blvd.
Tallahassee, FL 32399-0700
(850) 922-9850
(850) 487-1361 (Fax)

3.1.2 Contacting Department Personnel

Applicants are permitted to communicate with the Department staff after the notice of grant availability has been announced. Department staff will attempt to answer applicant questions, based upon the written grant solicitation document. The written solicitation document is binding. In the event the Department staff offer oral guidance that may be in conflict with the solicitation document, the written instructions shall be binding.

3.1.3 Advertisement and Posting

The grant solicitation shall be posted on the Department of Management Services Vendor Bid System, on the MYFlorida.com website, at the following internet address:

<http://vbs.dms.state.fl.us/vbs/main-menu>

Exhibit 6 contains the notice.

At the time the notice is submitted to the Vendor Bid System for publication, an electronic file of the grant solicitation shall be provided to the designated lead agency applicants by the Office on Homelessness. Further, once the solicitation notice is posted to the Vendor Bid System, the Department will post the grant solicitation document to the Department's internet site at www.state.fl.us/homelessness.

Any formal changes or amendments to the grant solicitation shall be posted on the Vendor Bid System, with notice of the changes provided to all eligible lead agency applicants by the Office on Homelessness

3.1.4 Schedule and Deadlines

<u>Activity</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Post Notice of Solicitation	June 15, 2011	N/A	Vendor Bid System
Solicitation Conference	June 20, 2011	2:00 p.m. Eastern	Conference Call 1888-808-6959 Code 9229760
Earliest Date to Submit Application	June 27, 2011	N/A	Office on Homelessness Bldg. 3, Room 201 1317 Winewood Blvd. Tallahassee

Deadline date for submission of applications	August 10, 2011	3:00 Eastern	Office on Homelessness Bldg. 3, Room 201 1317 Winewood Blvd. Tallahassee
Grant Manager Review for completeness of applications	August 17, 2011	5:00 p.m. Eastern	N/A
Completeness period ends	August 22, 2011	9:00 a.m. Eastern	N/A
Evaluation Team initial meeting	August 29, 2011	9:00 a.m. Eastern	Conference Call 1-888-6959 Code 9229760
Evaluation Team completes scoring	Sept. 2, 2011	N/A	N/A
Anticipated Date to Post Notice of Grant Award	Oct 7, 2011	N/A	Vendor Bid System
Anticipated effective date of grant agreement	Oct. 28, 2011	N/A	N/A

The earliest date on which an applicant may submit their application is ten days following the posting of the notice of grant solicitation on the Vendor Bid System. This date is June 27, 2011. The final date for the submission of grant applications shall be August 10, 2011 by 3:00 p.m., Eastern Time. To be considered for a grant award, applications must be received by the Department in the Office on Homelessness, 1317 Winewood Blvd., Building 3, Room 201, Tallahassee, FL 32399-0700 by the specified date and time.

3.1.5 Solicitation Conference

The Department will hold a conference call with the eligible applicants on June 20, 2011 at 2:00 p.m. Eastern time. The agenda for the conference shall be to answer questions from the applicants. The conference call in number is 1-888-808 6959, code 9229760. The call will be recorded, and a summary of a conference call will be prepared by the Office on Homelessness. Attendance on the conference call is not mandatory for the eligible applicants.

3.1.6 Written Inquires

Eligible applicants may submit written inquiries regarding the content of the grant solicitation, in order to enhance the understanding of the Department's needs and requirements. Inquiries may be submitted any time after the notice of solicitation is posted. The Department's Office on Homelessness shall respond to the written inquires within two work days of receipt of the inquiry. Use of electronic communications is encouraged for all inquiries. All eligible applicants will be copied on the responses to written inquiries.

3.1.7 Department Not Responsible for Cost of Preparing Applications

The department is not liable for any costs incurred by an applicant in responding to this grant solicitation. Further, such costs are not eligible for reimbursement from the grant award.

3.1.8 Applicant Ranking and Secretary's Decision

The Department will award grants to the applicants whose applications are 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 shall serve as a recommendation only.

3.1.9 Notice of Grant Awards

The Department will issue the Secretary's, or his designee's final decision by posting the award notice on the Vendor Bid System. The award notice shall also be provided in writing by US Mail, and email to each applicant. The award notice shall be written and contain the following information.

- (1) Grant solicitation title;
- (2) The dates allowed for the submission of applications under this solicitation;
- (3) The contact person for the grant solicitation for applicants to request additional information;
- (4) The names and location of applicants to which the Department intends to award grants;
- (5) The amount of the intended grant awards;
- (6) The anticipated effective date of the awards.

3.1.10 Formal Appeals

The Department shall provide for a process for appeals of grant awards resulting from this grant solicitation. Appeals of grant awards resulting from this grant solicitation shall be subject to the procedures described in ss. 120.569 and 120.57(1) or (2), Florida Statutes. See Exhibit 7 for the specific language regarding appeals under this solicitation.

3.2 Evaluation Process and Criteria

3.2.1 How the Applications Will Be Evaluated

The Department shall upon receipt of the application, log it in as received. The initial step in the review and evaluation process shall be to review each application for completeness. The Office on Homelessness will use the completeness checklist to determine if all required documents are contained in the application, and to check that the paperwork is complete, with no blanks, and signed where required. Applicants will be notified by the Office by email and fax of items missing. The applicant shall be given 3 work days to submit the items noticed as incomplete.

To score the applications, the Department of Children & Families shall appoint a three person team consisting of persons who are knowledgeable in the program area, and may include others such as employees of other state agencies or entities that are engaged in planning for or providing homelessness services. Reviewers shall be free of conflict of interest with either potential applicants or providers of eligible activities or project uses of the Challenge Grant.

Once the completion period closes, the Office on Homelessness will initiate the scoring of the applications by the three evaluators. The Office on Homelessness will conduct a briefing meeting with the evaluators to go over the scoring process.

This team shall score all eligible applications, and rank them using the three statutory preference criteria cited in section 420.622(4), F.S.

The rankings from the evaluators shall be provided as a recommendation to the Secretary, along with the input from the Office on Homelessness on eligibility issues and budget reviews.

3.2.2 Completeness Criteria and Correction

The Office on Homelessness shall 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 the application contents required, and that there is not an easily discernable or obvious error that may be readily corrected.

Should the Department detect such an error, the applicant will be afforded three work days during which corrective action to adjust the application may be taken.

The Department is under no obligation to detect or offer the opportunity for such completeness and correction. The Department's election to afford this opportunity should not, and does not give rise to an expectation of completeness or application correction.

The applicant has the sole responsibility for determining whether to submit the missing or incomplete items. If the applicant elects to submit incomplete items, the applicant bears sole responsibility for the delivery of the items to the Department and for the content of the items submitted, if any. The Department has elected to afford an opportunity for applicants to correct incomplete items, but the applicant is solely responsible for any response to the Department's notice. The applicant is also solely responsible for the content, quality, and sufficiency of any material submitted to the Department.

During the correction period the applicant is permitted only to take action to correct completeness errors cited by the Department, and not to supplement their application for the purpose of improving competitiveness, or to add material for any other purpose.

3.2.3 Description of Scored Criteria

The application shall be scored on the three statutory preference criteria:

- Ability of the continuum of care to provide quality services to homeless person;
- Ability to leverage federal homeless assistance under the McKinney Vento Act, and private funding for services to the homeless;
- Continuum of care planning areas with the greatest need for providing housing and services to the homeless, relative to the population of the planning area.

Each of the three criteria will be weighted equally in scoring and ranking process. These preference criteria are described in Section 4 below.

Section 4 Instructions for Preparation and Submission of Applications

4.1 Submitting an Application to the Department

Each designated lead agency shall submit no more than one (1) application in the fiscal year solicitation. If more than one application is submitted, all applications received from that lead agency shall be rejected and returned to the lead agency without review.

All applications must be received by the Department in the Office on Homelessness, 1317 Winewood Boulevard, PDHO, Building 3, Room 201, Tallahassee, Florida 32399-0700, **by 3:00 p.m, on August 10, 2011**. This deadline shall be formally noticed in the solicitation of applications as published in the Vendor Bid System.

Applications received after this deadline shall be rejected and returned to the lead agency 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 by the deadline. Applicants should 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.

All applications received shall be date and time stamped upon receipt in the Office on Homelessness and a log maintained to reflect the receipt of each application. No faxed or electronic delivery shall be permitted for submission of applications.

The lead agency 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 8½ 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 referenced 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.

4.2 Content of the Application

Each application shall consist of the following information and shall be bound in the following order.

4.2.1 Cover Letter

The lead agency shall provide a letter, on agency letterhead, describing the total amount of the requested grant, an enumeration of the uses of the grant, and the point of contact at the lead agency to serve a grant manager. A point of contact shall be identified who can be notified in the event of a grant completeness issue. A phone and fax number shall be provided for the contact person for completeness issues. A duly authorized official of the lead agency shall sign this letter.

Applicants shall complete the application checklist using the form in Exhibit 8, and shall include that checklist in the application immediately following the cover letter.

4.2.2 Budget

The budget shall follow the forms contained in EXHIBITS 9 and 10 and must clearly delineate the following for each proposed activity or project:

- (a) The activity or project use.
- (b) Amount of grant for each use/activity.
- (c) Name of the provider entity to carry out the activity or use.

- (d) Whether this is an existing service or a new service to fill an unmet need.
- (e) Number of Homeless Persons Served.
- (f) Estimated Expenditure of Grant Funds by Quarter.

Separate budget forms should be submitted for the two possible grant award levels.

4.2.3 Certification of Consistency with Continuum of Care Plan.

The lead agency shall provide a letter on agency letterhead that shall be signed by the same duly authorized official that signs the cover letter certifying that each use is specifically identified within the continuum of care plan. This letter shall list each use proposed for funding along with the specific citation of where in the plan this activity or use is described in the plan. This reference should cite the section, page, project list, or other clearly identifiable reference to the plan. Copies of applicable portions of the written plan or adopted amendment shall be attached to the letter highlighting the specific use citations, which clearly denote the use, the agency to perform the service, and that state funds will be sought to support the use. **Failure to properly document the consistency of any activity proposed for funding shall make that activity ineligible for the grant.**

4.2.4 Narrative

The lead agency shall provide a narrative that describes all of the activities to be funded, the homeless populations to be served, and the outcomes expected to be achieved for each activity proposed to be funded. This narrative should clearly delineate which uses would be funded at the \$100,000 grant level, as well as those to be funded at the \$63,397 level. The narrative shall clearly state how the Challenge Grant will further the implementation of the continuum of care plan, and help to reduce homelessness in your community.

4.2.5 Quality of Services

The lead agency shall document the actions taken by the continuum of care in providing quality services, as described below. Be sure to document the quality of service issue with your 2010 CoC plan information, so as to enable the reviewer to determine whether the quality indicator has been achieved. The certification by the lead agency of indicators of quality of services on the form in Exhibit 11 shall be signed by the lead agency. Documentation of the scored criteria shall follow the Exhibit 11 certification. The documentation shall be clearly identified to refer to the scoring criteria. **Failure to properly document the issue shall result in no points being assigned to that quality of service issue.**

The lead agency shall document the performance of its continuum of care to provide quality service to the homeless in its catchment area. This documentation should specifically address the following indicators of quality service as reported in its continuum of care plan for 2010. In addition to the documentation, the lead agency shall execute the certification contained in Exhibit 11, attesting to the data reported in its 2010 continuum of care plan. Failure to execute the certification on quality of services, shall cause the application to be ranked last on these preference criteria. The lead agency shall attach source documentation to verify the data used in the Exhibit 11 form.

The applicant's total score for these rating criteria will be the sum of points awarded for all of the quality of service indicators. The applicant and CoC achieving the highest number of points for most quality of service indicators achieved shall be ranked number one. The applicant having the second highest number of points will be ranked number 2, and so on until all applicants are ranked.

The review team shall award points only to the extent that the documentation affirms the quality of service standard was attained. Documentation shall include the relevant charts from the Continuum of Care Exhibit 1 Plan plus additional data as requested below.

Quality of Service Factors

4.2.5.1 Chronic Homeless Goals/ Strategy: Past Performance

8 Points

Based on your 2010 Exhibit 1 Continuum Plan, report the net change in Permanent Beds for the chronically homeless between February 1, 2009 and January 31, 2010. Using the Beds Chart on HUD Chart 4B, divide the new permanent housing beds by the Permanent Beds as of 2009 to calculate the percentage change in beds.

<u>% Change in Permanent Beds</u>	<u>Points</u>
100% or Greater	8
80-99%	7
60-79%	6
40-59%	5
20-39%	4
10-19%	3
1-9%	2
No New Beds in 2009-10	0
Reduction in Beds from 2009	-2

4.2.5.2 Continuum of Care 2009 Achievements

5 Points

Based upon Chart 4A from your 2010 Exhibit 1 plan, report on the number of the five HUD national objectives in your 2009 Exhibit 1 plan where your "proposed 12 month achievement" for the 12 month period in 2009 were equaled or exceeded, as reflected in the "Actual 12 Month Achievement" column.

<u># of HUD National Objective-12 month Achievements equaled or exceeded</u>	<u>Points</u>
1	1
2	2
3	3
4	4
5	5

4.2.5.3 Project Performance – Employment Income

8 Points

The percentage of clients in all of your continuum’s projects who exited or left the projects who had employment income as a source of income will be evaluated. Using your 2010 Exhibit 1 Continuum Plan’s CoC Mainstream Programs and Employment Project Performance, Chart 4D, report the percentage of the adults who left with employment income at the time of exit from the applicable HUD projects.

<u>% With Employment Income Upon Exit</u>	<u>Points</u>
80% or Higher	8
70-79%	7
60-69%	6
50-59%	5
40-49%	4
30-39%	3
20-29%	2
10-19%	1

Less than 10%	0
No Applicable HUD Projects	2

4.2.5.4 Project Performance – Food Stamp Benefits

8 Points

Similar to the employment income factor above, report on the percentage of the clients in all of your continuum’s projects who left the projects with Food Stamps. Using the CoC Mainstream Programs and Employment Project Performance, Chart 4D, report the percentage of adults who left with Food Stamps at the time of exit from the applicable HUD projects.

<u>% with Food Stamps Upon Exit</u>	<u>Points</u>
Greater than 60%	8
40-59%	7
30-39%	6
20-29%	5
15-19%	4
10-14%	3
5-9%	2
1-4%	1
0%	0
No Applicable HUD Projects	2

4.2.5.5 Project Performance- SSI

4 Points

Like the employment income factor above, report on the percentage of clients in all of your continuum’s HUD projects who exited the projects who had SSI income. Using your 2010 Exhibit 1 Continuum of Care Plan Mainstream Programs and Employment Project Performance, Chart 4D, report the percentage of the adults who left with SSI income at the time of exit from the HUD projects.

<u>% with SSI Upon Exit</u>	<u>Points</u>
20.0% or higher	4
10.0% to 19.9%	3
5.0% to 9.9%	2
0.1% to 4.9%	1
0%	0
No HUD Projects	1

4.2.5.6 Project Performance- SSDI

4 Points

As in the employment income factor, report on the percentage of clients in all your continuum’s HUD projects who exited the projects with SSDI income. Based on the Chart 4D chart, report the percentage of the adults who left with SSDI income.

<u>% with SSDI Upon Exit</u>	<u>Points</u>
20.0% or higher	4
10.0% to 19.9%	3
5.0% to 9.9%	2
0.1% to 4.9%	1
0%	0
No HUD Projects	1

4.2.5.7 Project Performance – Permanency of Housing

8 Points

Based upon your 2010 Exhibit 1 Continuum plan, Chart 4C, Housing Performance Chart, report the percentage of the clients served with permanent housing who remained in this permanent housing for six months or longer. (TOTAL PH%) Report the percentage of participants in the applicable permanent housing projects who stayed six months or longer.

<u>% Stayed Housed 6 Months or Longer</u>	<u>Points</u>
100%	8
90-99%	7
85-89%	6
80-84%	5
75-79%	4
70-74%	3
65-69%	2
Less than 65%	1
Zero (0%)	0
No HUD Projects	1

4.2.5.8 Project Performance – Transition to Permanent Housing

8 Points

This factor assesses the percentage of all Transitional Housing clients who moved to a permanent housing living arrangement. Using the 2010 Exhibit 1 Continuum plan's, Housing Performance, Chart 4C, report the percentage of all participants who left transitional housing who moved to permanent housing (TOTAL TH%).

<u>% Moved to Permanent Housing</u>	<u>Points</u>
100%	8
80-99%	6
70-79%	5
60-69%	4
50-59%	3
40-49%	2
1-40%	1
Zero (0%)	0
No HUD Projects	1

4.2.5.9 Homeless Management Information Systems Coverage

9 Points

The continuum's effort to implement a Homeless Management Information System in all shelter, transitional, and permanent housing beds will be evaluated. Using the data reported in the Continuum of Care Chart 2D, report the HMIS bed coverage percentage for Emergency Shelter, Transitional Housing and Permanent Housing beds.

<u>HMIS Bed Coverage %</u>	<u>Points</u>
86% or higher	3
76% to 85%	2
65% to 75%	1
64% or less	-2

Housing Type Not in CoC	0
Emergency Shelter _____%	3 Maximum (Points)
Transitional _____%	3 Maximum (Points)
Permanent _____%	3 Maximum (Points)
TOTAL	____ Points (Maximum 9)

4.2.5.10 Homeless Population Shelter Coverage

10 Points

This factor will assess the extent to which the continuum is sheltering its homeless population. Based on the Continuum of Care Homeless Population and Sub-populations chart submitted for 2010, calculate the percentage of the total homeless persons that are sheltered in emergency or transitional facilities.

<u>% of Homeless Persons Sheltered</u>	<u>Points</u>
81-100%	10
70-80%	9
60-69%	8
50-59%	7
40-49%	6
30-39%	5
20-29%	4
Less than 20%	2
0%	0

4.2.5.11 Past Performance: Unexecuted Grants

<-10> Points

Failure of the continuum to move projects awarded grants by the U.S. Department of Housing and Urban Development in the Continuum of Care NOFA to successful grant agreements is assessed as a negative performance factor. The ability to implement the grant agreements and carry out the federally funded homeless housing projects is critical to the continuum’s long term success. The lead agency shall submit the form contained in Exhibit 12 to certify the status of the HUD grants awarded but not yet under the fully executed grant agreement.

<u>Number of HUD Awards Made Prior to 2009 that are NOT Under Contract</u>	<u>Points Deducted</u>
1 Award Unexecuted	- 2 Points
2 Awards Unexecuted	- 4 Points
3 Awards Unexecuted	- 6 Points
4 Awards Unexecuted	- 8 Points
5 or more Awards Unexecuted	- 10 Points
Quality of Service Score	

MAXIMUM POINTS POSSIBLE IS 72 POINTS

4.2.6 Leverage of McKinney Act and Private Funds.

The lead agency shall list the funding received in the period from July 1, 2010 to June 30, 2011, by grant award or private funder. The list shall clearly show each individual grant or receipt of private cash, which clearly references the item on the list. The lead agency shall provide a signed certification of the total of funding leveraged. This listing shall follow the

form on EXHIBIT 13. Documentation of grant awards and private cash sources shall follow the Exhibit 13 certification, and shall be clearly labeled to refer to the specific leverage item claimed. **Failure to properly document the grant awards and private cash, shall result in the elimination of undocumented source from the leverage calculation.**

Ability to leverage McKinney Act and private money for the provision of services to homeless persons.

The lead agency shall list on the form in Exhibit 13 all funding received by organizations participating in the continuum of care from grants authorized under the McKinney-Vento Homeless Assistance Act (42 U.S.S., ss 11371, et. seq.), and from private sources (non-governmental) for homeless services within its catchment area. The list shall be limited to those grants received or private cash received within the period from July 1, 2010 to June 30, 2011.

For grants, "received" shall be defined as the total amount of the grant award as reflected on the **fully executed grant award letter from the grantor agency as dated within the above stated period.** Grant award letters with electronic signatures are acceptable. Alternately, the local grantee is encouraged to submit a letter on agency letterhead certifying the federal grant award, along with evidence from a federal agency internet site clearly depicting the award to the agency. Once the grant award has been claimed as leverage in a Challenge Grant application, it may no longer be claimed on any future Challenge Grant application. Do not include any grant awards claimed in your Challenge Grant applications from 2011 or prior years.

For private funds, the amount received shall be the actual amount of cash received during the period (July 1, 2010 to June 30, 2011) for direct services targeted to homeless persons. In-kind services or donations of goods or services shall not be eligible to be claimed as leverage. **The amount of cash received for service to the homeless shall be evidenced by a letter on agency letterhead, signed by the chief executive officer, stating the amount of cash received for homeless service, and the specific homeless services supported by that cash.** Do not claim in-kind services, donated goods or time, or the value of services provided with other funds in the cash leverage letter. The lead agency shall provide this evidence in the application, and keep it on file in the continuum records. Like the grant funding, once the private cash is claimed in a Challenge Grant application, it may no longer be claimed on any future Challenge Grant application.

Lead agencies are directed to the following programs authorized under the McKinney-Vento Homeless Assistance Act, for claims of grant funding leveraged. These are the only grant sources that shall be recognized for leverage.

	<u>Program Name</u>	<u>CFDA</u>	<u>Federal Agency</u>	<u>Eligible Grantees</u>
1.	Homeless Veterans Reintegration Program	17.805	HHS	Dept. of Labor grant award to community agency
2.	Healthcare for the Homeless	93.224	HHS	HHS grant award to local government or non-profit agency
3.	Projects for Assistance in Transition from Homelessness (PATH)	93.150	HHS	DCF award or contract specifying amount of PATH dollars to community agency

4.	Education for Homeless Children & Youth	84.196	Educ.	FL Dept. of Education grant award to local school district
5.	Emergency Shelter Grant	14.231	HUD	HUD grant award to unit of local government, or DCF award to non-profit agency
6.	Shelter Plus Care	14.238	HUD	HUD grant award to project sponsor or to CoC lead agency
7.	Supportive Housing Program	14.235	HUD	HUD grant award to project sponsor or to CoC lead agency
8.	Section 8 Moderate Rehab, Single Room Occupancy	14.249	HUD	HUD grant award to public housing authority or COC lead agency
9	Emergency Food and Shelter	97.024	FEMA	National office of United Way award to local United Way agency

The lead agency shall fully document in the application the amounts claimed as leverage and maintain that evidence in its files to support the certification of leverage claimed on Exhibit 13. Failure of the lead agency to execute the certification of leverage, shall cause the application to be ranked last on the leverage preference criteria.

The amount of leveraged grant, as certified by the lead agency, shall be divided by the population of the continuum's catchment area, to calculate a leverage ratio of McKinney-Vento grant. Likewise, the amount of private cash received for direct homeless services, as certified by the lead agency shall be divided by the population of the continuum's catchment area, to calculate a leverage ratio of private dollars per 1000 population

The ranking of the applications shall be based on the two leverage ratios calculated. The application with the highest ratio of McKinney-Vento grants per thousand persons shall be ranked number 1 on this factor. The next highest ratio of McKinney grants will be ranked 2 and so on until all applications are ranked.

Similarly, all applications will be ranked on the private cash ratio, with highest ratio ranked number 1. The second highest ratio of private cash is ranked number 2 and so on.

A final ranking shall be established by combining the two rankings of the leveraging ratios. Example, an application is ranked 4th on McKinney grant leverage and 15th on private cash leverage. The total ranking score for that application would be 19. The application with the lowest combined ranking score will be ranked first on this preference criteria.

4.2.7 Homeless Need

The lead agency shall complete the form on EXHIBIT 14, using the data from its Homeless Population and Subpopulation Chart in its continuum of care plans from 2008, 2009 and 2010, and the census population data from EXHIBIT 15. The result should be the ratio of the average number of homeless persons per year per 1000 population, rounded to the nearest hundredth of a person. The lead agency shall provide a signed certification on the data used from the homeless population chart on Exhibit 14. Copies of the Homeless Population and Sub-population Charts for the last three years, along with the narrative or chart describing the methods used to estimate the need, shall follow Exhibit 14.

The lead agency shall add the data contained in the continuum of care homeless population and sub- populations chart for both persons in households with dependent children and persons in households without dependent children. This total number of homeless persons shall be aggregated as a count of the estimated number of persons homeless, and shall include both those sheltered and unsheltered in the catchment area. The data contained in the continuum's homeless population table as submitted in the 2008, 2009 and 2010 federal grant competition shall be used, without change, in determining need under this scoring criteria.

In documenting the need for homeless services, the lead agency shall use the Continuum of Care Homeless Population and Sub-population chart as filed with the Office on Homelessness, as part of the designation of lead agencies for the last three years.

The lead agency shall certify that this data:

- (1) represents the number of homeless persons in the catchment area on any given night;
- (2) is true and accurate for the catchment area; and
- (3) is derived in accordance with the federal grant instructions.

The lead agency shall complete and execute the certification on the need form, Exhibit 14. In the event an applicant fails to execute the certification, the application shall be ranked last on the need statutory criteria. The HUD Exhibit 1 homeless population table along with the narrative describing the methods used to estimate this need shall be submitted with the Exhibit 14. Failure to provide the required HUD tables/charts, following the completeness review period, shall be cause for your continuum's need ratio to be scored as zero.

The total number of homeless persons for the three years shall be calculated, and then divided by three (3) to determine the average number of homeless persons per year for the past three years. This average number of homeless persons per year, both sheltered and unsheltered, shall be divided by the total population of the catchment area, based on the 2010 Census data by county(s) within the catchment area. EXHIBIT 15 provides the total population by continuum in 2010. The resultant calculation shall establish a ratio of homeless population per 1000 population for the catchment area as documented using the form found in Exhibit 14.

The review team shall compare all eligible applicants to determine the catchment area with the highest ratio of homeless persons per 1000 population. This application shall be ranked number one. All other applicants shall be ranked in descending order with the second highest need ratio ranked second and so on until all applicants are ranked.

In the event two or more applicants have the same need ratio, they shall be ranked equally in the rank order, with their rank score being the average score of the two or more rank places. Example: Two applicants have the same need ratio of 1.0 homeless persons per 1000 population.

Ten applicants have higher ratios. The two applicants would be ranked at 11.5, averaging the number 11 and 12 rank order places.

4.2.8 Ability to Complete Activities

The lead agency shall document the ability of the continuum of care agency(s) to complete the funded activities by the end of June 2012. This should include timelines of critical tasks to be accomplished for each use; monthly or quarterly spending plans; proposed draw down schedules; and reporting schedule for outcomes achieved. This narrative should address the status of the selection of the local providers of activities; the status of needed subcontracts between the lead agency and the provider entities; the identification of homeless clients to be served; and preparations underway to allow for the timely obligation and expenditure of these funds.

Future grant awards may be subject to the timely completion of all grant funded activities.

4.3 Final Ranking and Recommended Grant Amounts

The evaluators shall establish a final ranking by totaling the rankings in the three preference criteria outlined above. For example, if the application is ranked number 7 in quality of service, number 3 in leverage, and number 6 in need, its total ranking score is 16. The application with the lowest combined ranking score of the three reviewers shall be the top ranked application.

In the event of a tie in the total ranking score, the applicant that was ranked higher on the catchment area need preference criteria in comparison to the other application shall be ranked higher.

The total grant funding available for award is \$2,031,354. The amount of grant award shall be the total amount of eligible uses requested, up to \$100,000. The top ranked application shall be funded first, with each subsequent ranked application awarded until the grant amount is exhausted. The top seven ranked applications shall be eligible for a grant up to \$100,000. The remaining 21 continuum applications shall be awarded a grant of \$63,397. The Department reserves the right to make grant awards in amounts less than the requested amount in the event that: (1) uses proposed are deemed ineligible by the Department, or (2) that the grant funding remaining available is less than the amount of the grant request.

Lead agencies receiving grant awards shall agree to participate in the Office on Homelessness' process to develop standardized data collection methods and the creation of a homeless management information system. Further, grantees shall be required to submit quarterly reports of performance, until grant funded activities are completed.

5 Grant Agreement, Forms, and Reports

5.1 Grant Agreement, Terms and Conditions

The grant agreement shall consist of the grant award letter (Exhibit 16), the terms and conditions (Exhibit 17), an approved budget, the grant solicitation, and the recipient's application.

5.2 Forms and Certifications

The applicable forms that the recipient shall complete include the Certification Regarding Lobbying (Exhibit 18), and, if applicable, the mortgage lien and security agreement.

In the event that the Challenge Grant proceeds are used to acquire or improve real property, such use shall be contingent upon the lead agency and/or its sub-grantees granting to the state a security interest in the property at least equal to the amount of the state funds provided, for at least five (5) years from the date of purchase or completion of the property improvements. The securing of the lien position and recording of the lien document shall be the responsibility of the lead agency. The lien must be in the Department's favor. See Exhibit 19 for a sample lien document.

The recipients of the Challenge Grant awards shall file quarterly status reports with the Department, to report performance on the expenditure of the grant, and the benefits of service to the targeted populations. Final reports shall be submitted to the Department within 30 days following the end of the grant period. See Exhibit 20 for the report form.

The 2009 Florida Statutes

Title XXX
SOCIAL WELFARE

Chapter 420
HOUSING

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420.622 State Office on Homelessness; Council on Homelessness.--

(1) The State Office on Homelessness is created within the Department of Children and Family Services to provide interagency, council, and other related coordination on issues relating to homelessness. An executive director of the office shall be appointed by the Governor.

(2) The Council on Homelessness is created to consist of a 17-member council of public and private agency representatives who shall develop policy and advise the State Office on Homelessness. The council members shall be: the Secretary of Children and Family Services, or his or her designee; the Secretary of Community Affairs, or his or her designee, to advise the council on issues related to rural development; the State Surgeon General, or his or her designee; the Executive Director of Veterans' Affairs, or his or her designee; the Secretary of Corrections, or his or her designee; the Secretary of Health Care Administration, or his or her designee; the Commissioner of Education, or his or her designee; the Director of Workforce Florida, Inc., or his or her designee; one representative of the Florida Association of Counties; one representative from the Florida League of Cities; one representative of the Florida Supportive Housing Coalition; the Executive Director of the Florida Housing Finance Corporation, or his or her designee; one representative of the Florida Coalition for the Homeless; and four members appointed by the Governor. The council members shall be volunteer, nonpaid persons and shall be reimbursed for travel expenses only. The appointed members of the council shall be appointed to staggered 2-year terms, and the council shall meet at least four times per year. The importance of minority, gender, and geographic representation must be considered when appointing members to the council.

(3) The State Office on Homelessness, pursuant to the policies set by the council and subject to the availability of funding, shall:

(a) Coordinate among state, local, and private agencies and providers to produce a statewide consolidated program and financial plan for the state's entire system of homeless programs which incorporates regionally developed plans. Such programs include, but are not limited to:

1. Programs authorized under the Stewart B. McKinney Homeless Assistance Act of 1987, 42 U.S.C. ss. 11371 et seq., and carried out under funds awarded to this state; and

2. Programs, components thereof, or activities that assist persons who are homeless or at risk for homelessness.

(b) Collect, maintain, and make available information concerning persons who are homeless or at risk for homelessness, including demographics information, current services and resources available, the cost and availability of services and programs, and the met and unmet needs of this population. All entities that receive state funding must provide access to all data they maintain in summary form, with no individual identifying information, to assist the council in providing this information. The council shall explore the potential of creating a statewide Management Information System (MIS), encouraging the future participation of any bodies that are receiving awards or grants from the state, if such a system were adopted, enacted, and accepted by the state.

(c) Annually evaluate state and local services and resources and develop a consolidated plan for addressing the needs of the homeless or those at risk for homelessness.

(d) Explore, compile, and disseminate information regarding public and private funding sources for state and local programs serving the homeless and provide technical assistance in applying for such funding.

(e) Monitor and provide recommendations for coordinating the activities and programs of local coalitions for the homeless and promote the effectiveness of programs addressing the needs of the homeless.

- (f) Provide technical assistance to facilitate efforts to establish, maintain, and expand local homeless assistance continuums of care.
 - (g) Develop and assist in the coordination of policies and procedures relating to the discharge or transfer from the care or custody of state-supported or state-regulated entities persons who are homeless or at risk for homelessness.
 - (h) Spearhead outreach efforts for maximizing access by people who are homeless or at risk for homelessness to state and federal programs and resources.
 - (i) Promote a federal policy agenda responsive to the needs of the homeless population in this state.
 - (j) Develop outcome and accountability measures and promote and use such measures to evaluate program effectiveness and make recommendations for improving current practices in order to best meet the needs of the homeless.
 - (k) Formulate policies and legislative proposals to address more effectively the needs of the homeless and coordinate the implementation of state and federal legislative policies.
 - (l) Convene meetings and workshops of state and local agencies, local coalitions and programs, and other stakeholders for the purpose of developing and reviewing policies, services, activities, coordination, and funding of efforts to meet the needs of the homeless.
 - (m) Conduct or promote research on the effectiveness of current programs and propose pilot projects aimed at improving services.
 - (n) Serve as an advocate for issues relating to homelessness.
 - (o) Investigate ways to improve access to participation in state funding and other programs for prevention and alleviation of homelessness to faith-based organizations and collaborate and coordinate with faith-based organizations.
- (4) Not less than 120 days after the effective date of this act, the State Office on Homelessness, with the concurrence of the Council on Homelessness, may accept and administer moneys appropriated to it to provide "Challenge Grants" annually to lead agencies for homeless assistance continuums of care designated by the State Office on Homelessness. A lead agency may be a local homeless coalition, municipal or county government, or other public agency or private, not-for-profit corporation. Such grants may be up to \$500,000 per lead agency.
- (a) To qualify for the grant, a lead agency must develop and implement a local homeless assistance continuum of care plan for its designated catchment area.
 - (b) Preference must be given to those lead agencies that have demonstrated the ability of their continuum of care to provide quality services to homeless persons and the ability to leverage federal homeless-assistance funding under the Stewart B. McKinney Act and private funding for the provision of services to homeless persons.
 - (c) Preference must be given to lead agencies in catchment areas with the greatest need for the provision of housing and services to the homeless, relative to the population of the catchment area.
- (5) The State Office on Homelessness, with the concurrence of the Council on Homelessness, may administer moneys appropriated to it to provide homeless housing assistance grants annually to lead agencies for local homeless assistance continuum of care, as recognized by the State Office on Homelessness, to acquire, construct, or rehabilitate transitional or permanent housing units for homeless persons. These moneys shall consist of any sums that the state may appropriate, as well as money received from donations, gifts, bequests, or otherwise from any public or private source, which are intended to acquire, construct, or rehabilitate transitional or permanent housing units for homeless persons.
- (a) Grant applicants shall be ranked competitively. Preference must be given to applicants who leverage additional private funds and public funds, particularly federal funds designated for the acquisition, construction, or rehabilitation of transitional or permanent housing for homeless persons; who acquire, build, or rehabilitate the greatest number of units; and who acquire, build, or rehabilitate in catchment areas having the greatest need for housing for the homeless relative to the population of the catchment area.

- (b) Funding for any particular project may not exceed \$750,000.
- (c) Projects must reserve, for a minimum of 10 years, the number of units acquired, constructed, or rehabilitated through homeless housing assistance grant funding to serve persons who are homeless at the time they assume tenancy.
- (d) No more than two grants may be awarded annually in any given local homeless assistance continuum of care catchment area.
- (e) A project may not be funded which is not included in the local homeless assistance continuum of care plan, as recognized by the State Office on Homelessness, for the catchment area in which the project is located.
- (f) The maximum percentage of funds that the State Office on Homelessness and each applicant may spend on administrative costs is 5 percent.
- (6) The State Office on Homelessness shall establish performance measures to evaluate the effective performance of lead agencies that receive grant funds. Each lead agency for which grants are made under this section shall provide the State Office on Homelessness a thorough evaluation of the effectiveness of the program in achieving its stated purpose. In evaluating the performance of the lead agencies, the State Office on Homelessness shall base its criteria upon the program objectives, goals, and priorities that were set forth by the lead agencies in their proposals for funding. Such criteria may include, but not be limited to, number of homeless individuals provided shelter, food, counseling, and job training.
- (7) The State Office on Homelessness must monitor the challenge grants and homeless housing assistance grants to ensure proper expenditure of funds and compliance with the conditions of the applicant's contract.
- (8) The Department of Children and Family Services, with input from the Council on Homelessness, must adopt rules relating to the challenge grants and the homeless housing assistance grants and related issues consistent with the purposes of this section.
- (9) The council shall, by June 30 of each year, beginning in 2010, issue to the Governor, the President of the Senate, the Speaker of the House of Representatives, and the Secretary of Children and Family Services an evaluation of the executive director's performance in fulfilling the statutory duties of the office, a report summarizing the council's recommendations to the office and the corresponding actions taken by the office, and any recommendations to the Legislature for proposals to reduce homelessness in this state.

History.--s. 10, ch. 2001-98; s. 60, ch. 2008-6; s. 24, ch. 2009-96; s. 3, ch. 2009-164.

The 2009 Florida Statutes

Title XXX
SOCIAL WELFARE

Chapter 420
HOUSING

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420.624 Local homeless assistance continuum of care.--

- (1) A local homeless assistance continuum of care is a framework for a comprehensive and seamless array of emergency, transitional, and permanent housing, and services to address the various needs of homeless persons and persons at risk for homelessness. The nature and configuration of housing and services may be unique to each community or region, depending on local needs, assets, and preferences.
- (2) The purpose of a local homeless assistance continuum of care is to help communities or regions envision, plan, and implement comprehensive and long-term solutions to the problem of homelessness in a community or region.
- (3) Communities or regions seeking to implement a local homeless assistance continuum of care are encouraged to develop and annually update a written plan that includes a vision for the continuum of care, an assessment of the supply of and demand for housing and services for the homeless population, and specific strategies and processes for providing the components of the continuum of care. The State Office on Homelessness shall supply a standardized format for written plans.
- (4) Each local homeless assistance continuum of care plan must designate a lead agency that will serve as the point of contact and accountability to the State Office on Homelessness. The lead agency may be a local homeless coalition, municipal or county government, or other public agency or private, not-for-profit corporation.
- (5) Continuum of care catchment areas must be designated and revised as necessary by the State Office on Homelessness, with the input of local homeless coalitions and public or private organizations that have previously certified to the United States Department of Housing and Urban Development and that currently serve as lead agencies for a local homeless assistance continuum of care. Designated catchment areas must not be overlapping. The designations must be consistent with those made by the United States Department of Housing and Urban Development in conjunction with the awarding of federal Stewart B. McKinney Act homeless assistance funding.
- (6) The State Office on Homelessness shall recognize only one homeless assistance continuum of care plan and its designated lead agency for each designated catchment area. The recognition must be made with the input of local homeless coalitions and public or private organizations that have previously certified to the United States Department of Housing and Urban Development that they currently serve as lead agencies for a local homeless assistance continuum of care. The designations must be consistent with those made by the United States Department of Housing and Development in conjunction with the awarding of federal Stewart B. McKinney Act homeless assistance funding.
- (7) The components of a continuum of care should include:
 - (a) Outreach, intake, and assessment procedures in order to identify the service and housing needs of an individual or family and to link them with appropriate housing, services, resources, and opportunities;
 - (b) Emergency shelter, in order to provide a safe, decent alternative to living in the streets;
 - (c) Transitional housing;
 - (d) Supportive services, designed to assist with the development of the skills necessary to secure and retain permanent housing;
 - (e) Permanent supportive housing;
 - (f) Permanent housing;

(g) Linkages and referral mechanisms among all components to facilitate the movement of individuals and families toward permanent housing and self-sufficiency;

(h) Services and resources to prevent housed persons from becoming or returning to homelessness;

(i) An ongoing planning mechanism to address the needs of all subgroups of the homeless population, including but not limited to:

1. Single adult males;
2. Single adult females;
3. Families with children;
4. Families with no children;
5. Unaccompanied children and youth;
6. Elderly persons;
7. Persons with drug or alcohol addictions;
8. Persons with mental illness;
9. Persons with dual or multiple physical or mental disorders;
10. Victims of domestic violence; and
11. Persons living with HIV/AIDS.

(8) Continuum of care plans must promote participation by all interested individuals and organizations and may not exclude individuals and organizations on the basis of race, color, national origin, sex, handicap, familial status, or religion. Faith-based organizations must be encouraged to participate. To the extent possible, these components should be coordinated and integrated with other mainstream health, social services, and employment programs for which homeless populations may be eligible, including Medicaid, State Children's Health Insurance Program, Temporary Assistance for Needy Families, Food Stamps, and services funded through the Mental Health and Substance Abuse Block Grant, the Workforce Investment Act, and the welfare-to-work grant program.

History.--s. 12, ch. 2001-98; s. 72, ch. 2002-1.

2011 CONTINUUM OF CARE DESIGNATED LEAD AGENCIES

As Updated by HUD 2011 CoC Registration Submissions

CONTINUUM OF CARE LEAD AGENCY

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 FL 508

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CATCHMENT

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Suwannee**
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**DeSoto, Glades, Hardee,
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Tampa, FL 33673-0181
P – 813/223-6115
F – 813/223-6178
Rayme@homelessofhc.org
edi@homelessofhc.org
www.homelessofhc.org

Louise Hubbard, Executive Director
Treasure Coast Homeless Services Council, Inc.
2525 St. Lucie Avenue
Vero Beach, FL 32960
Public Line: 772-778-4234
P – 772/567-7790 ext. 102
F – 772/567-5991
irhsclh@aol.com

Cyndy Calfee
Lee County Department of Human Services
2440 Thompson Street
Fort Myers, FL 33901
P – 239/533-7958
F – 239/533-7960
ccalfee@leegov.com

Susan Pourciau, Director
Big Bend Homeless Coalition
2729 W. Pensacola
Tallahassee, FL 32304
P – 850/205-6005
Public Line: (Jeff) 576-5566
F – 850/577-0586
SPourciau@bigbendhc.org

CATCHMENT

Escambia, Santa Rosa

FL 511

Hillsborough

FL 501

Indian River, Martin, St. Lucie

FL 509

Lee

FL 603

**Leon, Franklin, Gadsden,
Liberty, Madison, Taylor,
Jefferson, Wakulla**

FL 506

CONTINUUM OF CARE LEAD AGENCY

Richard Martin
Suncoast Partnership to End Homelessness, Inc.
1750 17th Street, Bldg. K-1
Sarasota, Florida 34234
P – 941/955-8987
F – 941/365-4368
Richard@suncoastpartnership.org

Dave Fullarton, Executive Director
Marion County Homeless Council, Inc
1740 E. Silver Springs Blvd.
Ocala, FL 34470
P – 352/732-1369
F – 352/622-2975
dave@mchcfl.org
www.mchcfl.org

David Raymond, Executive Director
Miami-Dade County Homeless Trust
111 NW 1st St, Suite 27-310
Miami, FL 33128
P – 305/375-1490
F – 305/375-2722
dray@miamidade.gov
www.miamidade.gov/homeless

Dr. Wendy Coles, Executive Director
Southernmost Homeless Assistance League
PO Box 2990
Key West, FL 33045
P – 305/292-4404
F – 305/295-4376
Flshal@comcast.net

Lenore Wilson
Okaloosa Walton Homeless Continuum of Care
203 Cloverdale Blvd.
Ft. Walton Beach, FL 32547-1405
P – 850/409-3070
F – 850/409-3071
Ravenlen@aol.com
www.okaloosawaltonhomeless.org

Cathy Jackson, Executive Director
Homeless Services Network of Central Florida
P.O. Box 547068
Orlando, FL 32854-7068
P – 407/893-0133
F – 407/893-5299
cathy@hsncfl.org
www.hsncfl.orgv

CATCHMENT

Manatee and Sarasota

FL 500

Marion

FL 514

Miami-Dade

FL 600

Monroe

FL 604

Okaloosa and Walton

FL 505

Orange, Osceola, Seminole

FL 507

CONTINUUM OF CARE LEAD AGENCY

Georgiana Devine
Division of Human Services of Palm Bch County
810 Datura Street, Suite 350
West Palm Beach, FL 33401
P - 561/ 355-4778
F – 561/355-4801
Gdevine@pbcgov.com

Eugene Williams
Pasco County Community Development Division
5640 Main Street, Suite 200
New Port Richey, FL 34652
P – 727/834-3445
F – 727/834-3450
ewilliams@pascocountyfl.net

Sarah K. Snyder, Executive Director
Pinellas County Coalition for the Homeless
5180 62nd Ave., North
Pinellas Park , FL 33781
P: 727/528-5762
C: 727/528-5764
sarah@pinellashomeless.org

Jacquelyn Henderson
Tri-County Human Services
1815 Crystal Lake Dr.
Lakeland, FL 33801
P – 863/709-9392 Ext. 222
F – 863/709-8923
JHenderson@TCHSonline.com

Mark Spiker, Executive Director
Homeless Coalition of Polk County
1820 South Florida Avenue, Suite C
Lakeland, FL 33803
P – 863/687-8386
F – 863/802-1436
hpolk@tampabay.rr.com

Debi Redding, Program Coordinator
Emergency Services and Homeless Coalition of
St. Johns County, Inc.
PO Box 3422
St Augustine, FL 32085-3422
P – 904/824-6623
F - 904/824-6361
homelesscoalition@comcast.net

CATCHMENT

Palm Beach

FL 605

Pasco

FL 519

Pinellas

FL 502

**Polk/Winter Haven –
(Excluding City of Lakeland)**

FL 516

Polk – City of Lakeland

FL 503

St. Johns

FL 512

CONTINUUM OF CARE LEAD AGENCY

Lisa Hamilton, Executive Director
Volusia/Flagler County Coalition for the Homeless
Street Address:
324 North Street; Daytona Beach 32114
Mailing Address:
PO Box 6498
Daytona Beach, FL 32122-6498
P – 386/258-1855
F – 386/258-1854
LHamilton@vfcch.org
www.vgcch.org

CATCHMENT

Volusia and Flagler
FL 504

*Office on Homelessness
May 31, 2011*

The 2009 Florida Statutes

Title XXX
SOCIAL WELFARE

Chapter 420
HOUSING

[View Entire Chapter](#)

420.621 Definitions.--As used in ss. [420.621](#)-420.628, the term:

- (1) "Continuum of care" means the community components needed to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.
- (2) "Council on Homelessness" means the council created in s. [420.622](#).
- (3) "Department" means the Department of Children and Family Services.
- (4) "District" means a service district of the department, as set forth in s. [20.19](#).
- (5) "Homeless," applied to an individual, or "individual experiencing homelessness" means an individual who lacks a fixed, regular, and adequate nighttime residence and includes an individual who:
 - (a) Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
 - (b) Is living in a motel, hotel, travel trailer park, or camping ground due to a lack of alternative adequate accommodations;
 - (c) Is living in an emergency or transitional shelter;
 - (d) Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
 - (e) Is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or
 - (f) Is a migratory individual who qualifies as homeless because he or she is living in circumstances described in paragraphs (a)-(e).

The terms do not refer to an individual imprisoned pursuant to state or federal law or to individuals or families who are sharing housing due to cultural preferences, voluntary arrangements, or traditional networks of support. The terms include an individual who has been released from jail, prison, the juvenile justice system, the child welfare system, a mental health and developmental disability facility, a residential addiction treatment program, or a hospital, for whom no subsequent residence has been identified, and who lacks the resources and support network to obtain housing.

- (6) "Local coalition for the homeless" means a coalition established pursuant to s. [420.623](#).
- (7) "New and temporary homeless" means individuals or families who are homeless due to societal factors.
- (8) "State Office on Homelessness" means the state office created in s. [420.622](#).

History.--s. 9, ch. 87-106; s. 18, ch. 92-58; s. 20, ch. 93-200; s. 202, ch. 99-8; s. 9, ch. 2001-98; s. 2, ch. 2009-164.

Sample Format for Amendment to 2010 CoC Plan

N: CoC 10 year Plan, Objective and Action Steps Chart							
Objectives to End Chronic Homelessness and Move Families and Individuals to Permanent Housing		2009 Local Action Steps How are you going to do it? List action steps to be completed within the next 12 months.	Lead Person List name & title or organization of one person responsible for accomplishing each action step	Baseline (Current Level)	Numeric Achievements in 12 Months	Numeric Achievements in 5 years	Numeric Achievements in 10 Years
1	Create new PH beds for chronic homeless persons			Beds	Beds	Beds	Beds
2	Increase percentage of homeless persons staying in PH over 6 months to at least 71%.			%	%	%	%
3	Increase percentage of homeless persons moving from TH to PH to at least 1.5%			%	%	%	%
4	Increase percentage of homeless persons employed at exit to at least 18%.			%	%	%	%
5	Ensure that the CoC has a functional HMIS system.			% Bed Coverage	% Bed Coverage	%Bed Coverage	% Bed Coverage
Barriers: If your CoC will not meet one or more of the above objectives, briefly describe why not. (Use less than two paragraphs.)							
Other CoC Objective in 2009 and beyond							
1							
2							

Instructions: Use the "Other CoC Objectives" to identify local actions to be submitted for state and local funding, including the Challenge Grant, state's Emergency Shelter Grant awards. Be specific about the action, which entity will be responsible, the source of funding be used, and accomplishments expected.

**Notice of
Solicitations of Applications for
Challenge Grants
To Lead Agencies for Homeless Assistance**

Pursuant to Section 420.622 Florida Statutes, the Department of Children and Families through the State Office on Homelessness, hereby solicits applications for Challenge Grants to lead agencies for homeless assistance continuums of care designated by the State Office on Homelessness. A lead agency may be a local homeless coalition, municipal or county government, or other public agency, or a private not for profit corporation. Such grants may be up to \$100,000 per lead agency.

To qualify for the grant, a lead agency must develop and implement a local homeless assistance continuum of care plan for its designated catchment area.

Preference will be given to those lead agencies that have demonstrated the ability of their continuum of care to provide quality services to homeless persons and the ability to leverage federal homeless assistance under the Stewart B. McKinney Act and private funding for the provision of services to homeless persons. Preference will also be given to lead agencies in catchment areas with the greatest need for the provision of housing and services to the homeless, relative to the population of the catchment area.

Lead agencies wishing to apply for such Challenge grants may request an application package from:

Department of Children and Families
Office on Homelessness
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
850/922-4691

The deadline for submission of applications to the Office on Homelessness shall be 3:00 p.m., EDT, on August 10, 2011.

Notice of Appeal Rights

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

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

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

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

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

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

Completeness Checklist

Page # in Application

Completeness Items

- _____ • Original signed application
- _____ • Three copies of the application - in addition to the original
- _____ • Certification of consistency w/CoC Plan [2010].
 - States the use of Challenge \$/agency to perform use/
 - Signed [Yes/No}
- _____ • CoC Exhibit 1 plan excepts to support certification
- _____ • Exhibit 11 - Completely filled out
 - Signed [Yes/No]

Documentation Required

- _____ • 2010 Exhibit 1, Chart 4B, CoC Chronic Homeless Progress
- _____ • 2010 Exhibit 1, Chart 4A, CoC 2008 Achievements
- _____ • 2010 Exhibit 1, Chart 4D, CoC Enrollment in Mainstream Programs
- _____ • 2010 Exhibit 1, Chart 4C, CoC Housing Performance
- _____ • 2010 Exhibit 1, Chart 2D, HMIS Bed Coverage
- _____ • 2010 Exhibit 1, Chart 2I, CoC Point-in-Time Homeless Population
- _____ • Challenge Grant Exhibit 12
- _____ • Exhibit 13, Leveraged Funding Form and Certification
 - Signed [Yes/No]

Documentation

- _____ • Be sure that Exhibit 13 provides a detailed list of all grants leveraged, and states the page number where the documentation can be found, the amount of the award, and date of the award and evidence of award.
- _____ • Be sure Exhibit 13 provides a detailed list of private cash received by agency, the page number where the evidence can be found, the amount of the cash, and the homeless services funded with the cash.

- _____ • Exhibit 14, Certification of Estimated Need
- _____ • Signed Certification

Documentation

- _____ • 2008 HUD Chart 2I
- _____ • 2009 HUD Chart 2I

- _____ • 2010 Point-in-Time Summary, Homeless Populations and Subpopulations
- _____ • Exhibit 9, Budget Form -
 - _____ • \$100,000 Level
 - _____ • \$ 63,397 Level
- _____ • Exhibit 10, Expenditure Schedule-
 - _____ • \$100,000 Level
 - _____ • \$ 63,397 Level
- _____ • Exhibit 12, Certification of Unexecuted HUD CoC Grant

Budget Form

	<u>Grant Activity/Use</u>	<u>\$ Requested</u>	<u>Agency Provider Name</u>	<u>Existing Service</u>	<u>New Service</u>	<u>Number of Persons Homeless To Be Served</u>
1	_____	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____	_____
TOTAL GRANT		\$ _____				Total Persons To Be Served

Instructions

Please list your grant activity or use in order of priority. The maximum grant shall be \$100,000 in 2011-2012. Only the top seven (7) applications shall receive this level of award. All other grants will be awarded at \$63,397, depending on the ranking of the application and available funding. Your order of use on this form shall be used to set the approved budget, if your award is at a lower grant level. Alternatively, you may submit two Exhibit 9 forms; one for each grant award level.

1. **Grant Activity / Use**
Please use the same title or description used in the narrative. Be sure to identify and list each activity to be funded, if more than one is proposed for funding.
2. **\$ Requested**
List the amount of Challenge Grant requested for each activity or use separately and the total amount of the Challenge Grant requested.
3. **Provider Name**
Identify the specific entity, person, or agency to carry out each activity or use of the Challenge Grant Funding. If the lead agency will perform the activity directly, cite the name of the lead agency. If another entity will carry out the activity under contract with the lead agency, provide the legal name of that entity.
4. **Existing or New Service**
Specify whether the activity or use to be funded will support an existing service or use, or whether the funded activity is a new service to fulfill an unmet need.
5. **Number of Homeless Persons Served**
For each activity, identify the estimated number of homeless persons to be served.

Exhibit 10

Expenditure Schedule

<u>Grant Activity/Use</u>	<u>\$ Budgeted</u>	<u>Estimate Draw By Quarter Ending</u>		
		12/31/11	3/31/12	6/30/12
1. _____	\$ _____	\$ _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____	\$ _____	\$ _____
4. _____	\$ _____	\$ _____	\$ _____	\$ _____
5. _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL GRANT	\$ _____	\$ _____	\$ _____	\$ _____

NOTE:

The funding for the Challenge Grant is state general revenue. It is estimated that no more than 25 percent of the grant budget authority will be released in each quarter of the fiscal year. It may be less than 25 percent. Accordingly, the lead agency shall manage the expenditures to assure that funding available for grant activities is spread across the fiscal year. The actual amount of the release of the Challenge Grant funds may be less than 25% per quarter, and the Department may be required to adjust the quarterly draws accordingly.

ALL GRANT FUNDS SHALL BE OBLIGATED, AND SERVICES PROVIDED BY JUNE 30, 2012. FURTHER, ALL CHALLENGE GRANT FUNDS SHALL BE DRAWN PRIOR TO JUNE 30, 2012.

AS WITH EXHIBIT 9, you may submit two Exhibit 10 forms to correspond to the two possible grant award levels.

Quality of Service: Certification

1. Chronic Homeless Goals/ Strategies: Past Performance

Using information from your 2010 Exhibit 1 Continuum of Care Plan, HUD Chart 4B, Chronic Homeless Progress Chart complete the following calculation.

New PH beds for Chronic Homeless (2/1/09 to 1/31/10) _____ Beds

Number of Permanent Beds for Chronic Homeless 2009 _____ Beds

Divide the Number of New Beds (_____) by the Total Permanent Beds in 2009 (_____) to calculate the percentage change in Beds (_____%).

Documentation Required.

- Attach to this form, HUD Chart 4B (2010)

2. Continuum of Care Achievements

Using information from Chart 4A, from your 2010 Exhibit 1 Plan, indicate the number of the five national objectives where your actual 12 month achievements for the continuums in 2009 equaled or exceeded the proposed achievement, found in the column "Proposed 12 Month Achievement."

_____ Number of Proposed Achievements equaled or exceeded in 2009.

Documentation Required:

- Attach HUD Chart 4A (2010)

3. Past Performance: Employment Income

Using information reported in your 2010 Exhibit 1 Plan, Chart 4D, Enrollment in Mainstream Programs and Employment Information Chart, enter the percentage of clients in all your projects who gained access to "employment income" at exit from the renewal projects. This data is reported as "employment income" under Income Source, with the percentage calculation reported in column 3, "Exit Percentage."

_____ % of Adults with Employment Income at Exit

_____ Check here if your continuum reported having no HUD projects on the form.

Documentation Required

- Chart 4D, Enrollment in Mainstream Programs and Employment Information Chart. (2010)

4. Project Performance: Food Stamp Benefits

Using information reported in your 2010 Exhibit 1 Plan, Chart 4D, Enrollment in Mainstream Programs and Employment Information Chart, enter the percentage of clients in all your projects who gained access to "Food Stamps" at exit from the projects. This data is reported as "Food Stamps" under Income Source, with the percentage calculation reported in column 3, "Exit Percentage."

_____ % of Adults with Food Stamps at Exit.

_____ Check here if your continuum reported having no applicable HUD projects on the form.

- Documentation Required: Same as for 3 above. One copy only required.
- HUD Chart 4D, Enrollment in Mainstream Programs and Employment Information Performance Chart. (2010)

5. Project Performance - SSI

From your 2010 Exhibit 1 plan, report the percentage of clients in all your projects who had SSI income upon exit from the project. On HUD Chart 4D, report the percentage data as reported in "SSI" under Income Source, with the percentage calculation reported in column 3, "Exit Percentage."

_____ % of adults with SSI income at exit

_____ Check here if your continuum reported having no applicable HUD projects on this form.

Documentation Required

- HUD Chart 4D, Enrollment in Mainstream Programs and Employment Information Chart. (2010). One copy only required for this form from 3 above.

6. Project Performance- SSDI

Using the HUD Chart 4D from your 2010 Exhibit 1 plan, report the percentage of clients in all your projects who had SSDI income upon exit from the project. Report the percentage data as required in "SSDI" under Income Source, with the percentage calculation reported in column 3, "Exit Percentage."

_____ % of adults with SSDI income at exit.

_____ Check here if your continuum reported having no applicable projects on this form.

Documentation Required

- HUD Chart 4D Enrollment in Mainstream Programs. (2010)
(Same as required for items 3, 4, and 5 above. One copy only required)

7. Project Performance: Permanency of Housing

From your 2010 Exhibit 1 Plan, report the percentage of the clients served with permanent housing who remained in this permanent housing for six months or longer. Using data reported on HUD Chart 4C, Housing Performance Chart, enter the percentage number reported in Participants in Permanent Housing, totaling the percentages from lines "c" and "d."

_____ % of Participants who stayed 6 months or longer.

_____ Check here if your continuum reported having no applicable permanent housing projects.

Documentation Required

- HUD Chart 4C, Housing Performance Chart (2010)

8. Project Performance: Transition to Permanent Housing

Based on your 2010 Exhibit 1 Plan, report the percentage of all Transitional Housing Participants who moved to a permanent housing living arrangement. Using the data reported on HUD Chart 4C, Housing Performance Chart, enter the percentage number reported in Participants in Transitional Housing, item "6" [Number of participants who moved to permanent housing]

_____ % of participants in transitional housing who moved to permanent housing.

_____ Check here if your continuum reported having no applicable transitional housing projects.

Documentation Required: Same as for 7 above, only one copy is required.

- HUD Chart 4C, Housing Performance Chart (2010)

9. Homeless Management Information Systems (HMIS) Coverage.

- Using information contained in your 2010 Exhibit 1 plan on chart 2D, Homeless Management Information System Bed Coverage, fill in the following chart

<u>Housing Category</u>	<u>HMIS Bed Coverage %</u>
1. Emergency Shelter	
2. Transitional Housing	
3. Permanent Housing	

Documentation Required:

- HUD Chart 2D, HMIS Bed Coverage

10. HUD Chart 2I , % Homeless Sheltered

Using information reported in your 2010 Exhibit 1 Plan's Homeless Population and Sub-population Chart, complete the calculation below for the percentage of homeless persons that are sheltered in emergency and transitional housing facilities. Using your Point-in-Time Summary Chart for your continuum, enter the data below and complete the percentage calculation.

_____ Total Homeless Persons in all Households (With dependent children and without dependent children).

_____ Total Homeless Persons Sheltered in Emergency and Transitional housing for both households with and without dependent children.

Divide the Total Homeless Persons Sheltered _____ by the Total Homeless Persons _____ to determine the _____% percentage of the Total Homeless Persons that are sheltered.

Documentation Required

- 2010 Point-in-Time Summary - Homeless Populations and Subpopulations.

11. Past Performance: Unexecuted HUD Grants.

Using the information reported on Exhibit 12 to these instructions, report below the number of HUD McKinney-Vento Act awards announced prior to 2009 that are not yet under contract (i.e. signed grant agreement or executed ACC).

_____ Total Number of McKinney-Vento Act awards Not Yet Under Contract.

Documentation Required

- Lead Agency Certification on Exhibit 12

I hereby attest that all information reported above is true and accurate, based upon the evidence and documentation attached hereto, and made a part of this certification.

Name of Continuum of Care _____

Name of Lead Agency _____

Name of Certifying Official _____

Signature of Certifying Official _____

Date Signed _____

Failure to provide an original signed certification for quality of service shall be cause for the application to ranked last on the quality of service preference criteria.

Failure to attach the “Documentation Required” for any of the items above shall be cause for that item to receive Zero Points. Please check to ensure that all required documentation is attached immediately following this certification in your application.

Certification of Unexecuted HUD CoC Grant Agreements

The lead agency shall complete the following table, and execute the certification.

Provide a list of ALL HUD McKinney-Vento Act awards made prior to the 2009 competition that are not yet under contract (i.e. signed grant agreement or executed ACC).

<u>Project Number</u>	<u>Applicant Name</u>	<u>Project Name</u>	<u>Grant Amount</u>
<u>EXAMPLE</u>			
M123B901022	Michiana Homes	TH for Homeless	\$500,000
1.			
2.			
3.			
4.			
5.			

If NONE, check here .

Certification

I hereby attest that all information reported above is true and accurate.

Name of Continuum of Care _____

Name of Lead Agency _____

Name of Certifying Official _____

Signature of Certifying Official _____

Date Signed _____

LEVERAGED FUNDING

A. McKinney-Vento Homeless Assistance Act Grants

List each grant award claimed separately under the McKinney-Vento Program.

<u>Program</u>	<u>Grant Amount</u>	<u>Grant Award #/Reference</u>	<u>Page #</u>	<u>Date of Grantor Executed Award Letter (Attach copy) Or Submit Letter from grantee agency certifying the federal grant award, with evidence from grantor website depicting the award to the grantee agency.</u>
1. Homeless Veterans Reintegration	\$ _____	_____	_____	_____
2. Health Care for the Homeless	\$ _____	_____	_____	_____
3. PATH	\$ _____	_____	_____	_____
4. Education for Homeless Children	\$ _____	_____	_____	_____
5. Emergency Shelter Grant	\$ _____	_____	_____	_____
6. Shelter Plus Care	\$ _____	_____	_____	_____
7. Supportive Housing Program	\$ _____	_____	_____	_____
8. Section 8 Moderate Rehab., SRO	\$ _____	_____	_____	_____
9. Emergency Food & Shelter	\$ _____	_____	_____	_____
TOTAL GRANTS	\$ _____	_____	_____	_____

B. Private Cash for Services to Homeless Persons

List each agency separately, and the total private cash received by that agency.

<u>Participating Continuum Agency</u>	<u>Cash Received</u>	<u>Page #</u>	<u>Source Documentation</u> Attach letter from agency chief executive officer on agency letterhead certifying the cash received and the homeless services supported by that cash.)
1 _____	\$ _____	_____	_____
2 _____	\$ _____	_____	_____
3 _____	\$ _____	_____	_____
4 _____	\$ _____	_____	_____
Total Private Cash	\$ _____	_____	(Do not attach copies of checks or financial reports as documentation. These sources will not be accepted as evidence.
Total leverage Claimed	\$ _____	_____	
A. McKinney Act Grants	\$ _____	_____	
B. Private Cash	\$ _____	_____	

Lead Agency Certification:

I hereby attest that the above sources of grant and private cash claimed as leverage for this Challenge Grant application, is true and accurate, and that the lead agency has documented the receipt of the grant award(s) and private money leveraged by their continuum of care.

Name of Lead Agency: _____

Name of Certifying Official: _____

Title/Position: _____

Signature of Certifying Official: _____

Date Signed: _____

Leverage Ratio Calculations:

1. _____ ÷ _____ = \$ _____ /1000 population

Total McKinney Act Grant ÷ Population of Catchment Area = Ratio
Leverage Claimed from Exhibit 15

Divide the total McKinney Act Grant leverage claimed by the total population of the catchment area (rounded to the nearest 1000 population), to calculate the McKinney Act grant leverage ratio expressed in dollars and cents per every 1000 population of the catchment area.

2. _____ ÷ _____ = \$ _____ /1000 population

Total Private Cash ÷ Population of Catchment Area = Ratio
Leverage Claimed from Exhibit 15

Divide the total Private Cash leverage claimed by the population of the catchment area (rounded to the nearest 1000 persons) to calculate the Private Cash leverage ratio expressed in dollar and cents per every 1000 persons in the catchment area.

NOTES:

1. To be eligible to be claimed as leveraged funding the grant award must have been executed, or the private money received, between the dates of July 1, 2010 and June 30, 2011.
2. If more than one grant award was received for a specific McKinney Act grant, use more than one line, reflecting each grant award separately, specifying the McKinney Act Program for each line used.

FAILURE TO PROVIDE AN ORIGINAL SIGNED CERTIFICATION ON LEVERAGE IN THE GRANT APPLICATION SHALL BE CAUSE FOR THE APPLICATION TO BE RANKED LAST BY THE REVIEW TEAM ON THE LEVERAGE STATUTORY PREFERENCE CRITERIA.

Attach copies of the grant award evidence, as well as evidence of all cash claimed as leverage. Failure to document the leverage claimed shall be caused for that leverage to be deducted from the total leverage in calculating the leverage ratio.

Certification of Estimated Need Per Catchment Area Population

1. Enter the total homeless population from your last three years' of Continuum of Care Plans in the table below. This shall be the Total Homeless Population for individuals and persons in families with children, and shall include both sheltered and unsheltered.

<u>Year</u>	<u>HUD Form (Attach forms)</u>	<u>Total Homeless Population (Persons)</u>
2008	HUD Chart 2I	_____
2009	HUD Chart 2I	_____
2010	Point-in-Time Summary	_____

2. Add the Total Homeless for ALL three years

3. Divide the 3 Year Total Homeless by 3 to calculate an "Average Total Homeless Population, 2008-2010.

Divide Total Number in line 2 above
By 3 years to calculate _____
÷ 3

Average Total Homeless Population, 2008-2010	
--	--

4. Divide the Average Total Homeless Population, 2008-2010, by the population of the continuum's catchment area as reflected in Exhibit 15, to calculate the ratio of your homeless population per 1000 persons in your area.

$$\frac{\text{Average Total Homeless Population, 2008-2010}}{\text{2010 Population of Your Catchment Area, Exhibit H}} = \text{Ratio of homeless per 1,000 Persons in Catchment Area}$$

Lead Agency Certification:

I hereby attest and certify that the above data is true and accurate; that the above data on estimated needs is based upon a homeless population chart which uses data that (1) represents the housing need for homeless persons in the catchment area on any given night; (2) is true and accurate for the continuum's catchment area; and (3) is derived in accordance with the federal grant instructions.

Name of Lead Agency: _____

Name of Lead Agency Certifying Official: _____

Signature of Certifying Official: _____

Date Signed: _____

FAILURE TO PROVIDE AN ORIGINAL SIGNED CERTIFICATION IN THE APPLICATION SHALL BE CAUSE FOR THE APPLICATION TO BE RANKED LAST ON THE NEED PREFERENCE CRITERIA.

Attach your 2008, 2009 AND 2010 HUD Homeless Population Tables and the narrative/chart describing the methods used to estimate this need. Failure to include these tables and narrative/chart shall be cause to score your continuums need ratio as zero homeless persons per 1000 population.

Population Per Continuum of Care

The following data shall be used in this application for calculating the leverage ratio and the homeless need ratio. The data reflects the population of the respective continuum of care areas, rounded to the nearest one thousand persons.

<u>Continuum of Care</u>	<u>Population (in thousands)</u>
North Central Florida	408
Northwest Florida	294
Brevard	543
Broward	1,748
Charlotte	160
Mid-Florida	704
Suwannee Valley	133
Collier	322
Highlands	253
Jacksonville	1,128
Esca Rosa	449
Hillsborough	1,229
Treasure Coast	562
Lee	619
Big Bend	429
Sarasota/Manatee	702
Marion	331
Miami-Dade	2,496
Southernmost	73
Okaloosa/Walton	236
Central Florida	1,837
Palm Beach	1,320
Pasco	465
Pinellas	917
Polk	505
City of Lakeland	97
St. Johns	190
Volusia/Flagler	590

Source: 2010 Census Counts, Florida Census State Data Center

FLORIDA DEPARTMENT OF CHILDREN & FAMILIES STANDARD GRANT AWARD LETTER

The Florida Department of Children and Families, hereinafter referred to as the "Department," hereby notifies _____, hereinafter referred to as the "Recipient," that pursuant to the terms and conditions of the above numbered grant solicitation the Department has determined to provide financial assistance to Recipient in the amount specified below. Recipient's acceptance of said financial assistance constitutes an agreement by Recipient to the terms and conditions contained in the solicitation, unless expressly modified in this Award Letter or attachments, if any. As a result of Department's offer of financial assistance and Recipient's acceptance of the assistance the parties enter into an Agreement consisting of the following documents: this Award Letter and attachments, if any; the Approved Budget; the Grant Solicitation identified above; the Recipient's Application and Proposal; and _____. In the event of a conflict among the provisions of the various documents the priority of interpretation shall be given in the same order in which the documents were enumerated in the preceding sentence, with the highest priority being accorded to the Award Letter and its attachments, if any.

Section I. Recipient Agrees to Certain Terms and Conditions

The Recipient expressly acknowledges its agreement to the Grant Agreement Terms & Conditions contained in Section 5.1 of the grant solicitation.

Section II. Amount of Financial Assistance

The Department shall provide financial assistance to the Recipient in an amount not to exceed _____. The State of Florida's obligation to pay this amount is contingent upon an annual appropriation by the Legislature and the availability of funds. The Recipient shall provide records to the Department evidencing that all funds provided by this agreement have been used for the purposes, and in the amounts, described in the Approved Budget. The Recipient shall vary from the Approved Budget only with the prior written consent of the Department which must be obtained in each separate instance.

Section III. Representatives of the Parties

Official Payee and Representatives (Names, Addresses, Telephone Numbers, and e-mail addresses):

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

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____ ext: _____

2. The name of the contact person and street address where Recipient's financial and administrative records are maintained is:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____ ext: _____

e-mail: _____

3. The name, address, telephone number and e-mail address of the grant manager for the department for this agreement is:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____ ext: _____

e-mail: _____

4. The name, address, telephone number and e-mail of the representative of the Recipient responsible for administration of the program under this agreement is:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____ ext: _____

e-mail: _____

Recipient CEO/CFO e-mail: _____

Upon change of representatives (names, addresses, telephone numbers and 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 Agreement.

Section IV. Termination

This agreement may be terminated by either party without cause upon no less than 30 calendar days written notice to the other, said notice to be delivered by the U.S. Postal Service, or an expedited delivery carrier with evidence of completed delivery in either instance. In the event funds used to support this agreement become unavailable the Department may terminate this

agreement upon no less than 24 hours notice, in writing, to the Recipient. In the event the Recipient fails to comply with the terms and conditions of this agreement the Department may terminate the agreement upon no less than 24 hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Recipient. The Department must specify in its notice the circumstances and conditions pertaining to the termination for failure to comply. The department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance nor shall the department's waiver of any one breach of any provision of this agreement 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 agreement. The provisions herein do not limit the department's right to remedies at law or in equity

Section V. Duration of the Grant Agreement

This Agreement shall begin on the date on which the last of the parties affixes its signature and shall end on _____ unless otherwise terminated in accordance with Section IV.

Section VI. Notice

Any notice that is required under this agreement 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 recipient responsible for administration of the grant, to the designated address contained in this agreement.

Section VII. Modification, Amendment, and Entirety of the Agreement

This agreement may only be modified or amended in writing with such modifications or amendments duly signed by both parties. This agreement and its attachments, _____, and any referenced exhibits, together with any documents incorporated by reference, constitute the entirety of the agreement. There are no other terms or conditions other than those contained herein. This agreement supersedes all previous communication and representations. If any term or condition is legally determined to be unenforceable all remaining terms and conditions remain in full force and effect.

By signing this agreement the parties agree they have read and agree to the entirety as described above.

IN WITNESS THEREOF, the parties have caused this ___ page agreement to be executed below.

RECIPIENT:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature:

Print/Type _____

Name: _____

Title: _____

Date: _____

Signature:

Print/Type _____

Name: _____

Title: _____

Date: _____

STATE AGENCY 29 DIGIT FLAIR CODE: _____

Federal Tax ID # (or SSN): _____

Recipient Fiscal Year Ending Date: ___/___.

**FLORIDA DEPARTMENT OF CHILDREN & FAMILIES
STANDARD GRANT AGREEMENT TERMS AND CONDITIONS**

I. THE RECIPIENT AGREES AS FOLLOWS:

A. Grant Agreement

It will comply with the provisions of the Department's grant solicitation, if any, and perform all activities, terms, and conditions, described by the Recipient in its proposal to the Department, unless otherwise specifically superseded by the provisions set forth in any attachments or exhibits to this agreement. If the Recipient submitted an unsolicited grant application to the Department, the Recipient shall perform all activities, terms, and conditions, described by the Recipient in its application unless otherwise specifically superseded by the provisions set forth in any attachments or exhibits to this agreement.

B. State of Florida Law, Jurisdiction, and Venue

This agreement is executed and entered into the State of Florida and shall be construed, performed, and entered in all respects in accordance with the Florida law including provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this agreement. Venue is the appropriate state court in Leon County, Florida. Pursuant to Executive Order 11-02 signed on January 4, 2011, the Recipient 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 agreement.

C. Federal Law and Prohibitions Against Lobbying

If this agreement is funded by the use of federal funds the Recipient shall comply with any and all of the provisions of federal law and regulation including, but not limited to 45 CFR, Parts 74 and 92, the Clean Air Act and Federal Water Pollution Control Act as applicable, the Energy, Policy and Conservation Act (Public Law 94-163) and any Executive Orders pertaining to the use of the grant funds. No federal funds may be used by the Recipient or its employees or agents for lobbying Congress of the Florida Legislature. The Recipient shall not employ unauthorized aliens. The Recipient shall comply with all laws, orders, and regulations pertaining to Equal Employment Opportunity. If applicable, the Recipient shall comply with the Pro-Children Act of 1994.

D. Audits, Inspections, Investigations, Monitoring, Records, and Retention

The Recipient shall maintain books, records, documents, and electronic storage media, hereinafter "records," sufficient to reflect all income and expenditures of funds provided by the Department under this agreement and to demonstrate the satisfactory performance of all activities required by this agreement. The Recipient shall maintain such records for a period not less than six (6) years after completion or termination of the agreement, unless a longer retention period is mandated by state or federal law or regulation. The Recipient shall make all records available for inspection by the Department, persons duly authorized by the Department, federal authorities, or law enforcement personnel upon demand. At no additional cost to the Department the Recipient shall make and supply such copies of records as may be necessary for investigations, audits, program reviews, and compliance determinations to any organization or person duly authorized to inspect the records. The Recipient shall comply with the requirements of Chapter 119, F.S. The Recipient shall fully cooperate with the Department's agreement monitoring activities.

E. Indemnification and Insurance

The Recipient 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, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the Recipient, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors, provided, however, that the Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department.

The Recipient shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to Department's misuse or modification of Recipient's products or a Department's operation or use of Recipient's products in a manner not contemplated by the agreement. If any product is the subject of an infringement suit, or in the Recipient's opinion is likely to become the subject of such a suit, the Recipient 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 Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties. The Recipient'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 Recipient, its officers, agents or subcontractors in the performance of this agreement or delivered to the Department for the use of the Department, its employees, agents or contractors.

The Recipient shall protect, defend, and indemnify, including attorneys' fees and costs, the Department for any and all claims and litigation (including litigation initiated by the Department) arising from or relating to Recipient's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Recipient's redaction, as provided for under Section 34.

The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld. The Recipient'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 Recipient of performance under this provision, in which case the Department shall have no obligation to reimburse the Recipient for the cost of its defense. If the Recipient 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.

F. Risk Prevention and Incident Reporting

If the Recipient provides any services directly to clients, the Recipient shall comply with CFOP 215-6 for establishing risk prevention and reporting any incident listed in CFOP 215-6. The Recipient 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 at telephone number 1-800-96ABUSE. This requirement applies to both the Recipient and its employees.

G. Confidentiality of Client Information

The Recipient shall not use or disclose any information concerning any clients or persons served by occasion of this agreement for any purpose prohibited by state or federal law or regulations except with the prior written consent of a person legally empowered to give that consent or when authorized by law.

H. Assignments and Subcontracts

This agreement is for the provision of financial assistance to the Recipient who may not assign the agreement, any portion of this agreement, the activities performed, or any payment. The Recipient may subcontract work relevant to the agreement only with the prior written consent of the Department. The Recipient is responsible for the performance of all actions, work, or duties regardless of whether such consent has been sought or granted. The State of Florida may assign or transfer, in whole or in part, its rights, duties, and obligations to another governmental entity of the State of Florida by giving written notice to the Recipient. Such transfer or assignment does not affect the Recipient's obligation to properly complete work and perform in accordance with the terms of this agreement. The Recipient shall include or cause to be included in subcontracts (at any tier) the substance of all clauses contained in this agreement that mention or describe subcontract compliance.

I. Civil Rights Requirements

The Recipient shall comply with all civil rights laws, regulations, and orders including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Florida Civil Rights Act of 1992, and 45 CFR Parts 80, 83, 84, 90, and 91. The Recipient shall not discriminate against any employee or applicant on the basis of race, color, gender, national origin, disability, age, or marital status.

J. Independent Capacity of the Recipient

The Recipient is an independent contractor. The Recipient shall act as an independent contractor and not as an officer or employee of the State of Florida. The Recipient shall not represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so. The Recipient is not entitled to any benefits reserved for state officers, employees, or personnel, (e.g. leave, retirement, health care) or support services (e.g. office space, supplies, telephone service, clerical support). These provisions apply to the Recipient, its employees, agents, subcontractors, and assigns.

K. Sponsorship and Publicity

The Recipient shall provide appropriate recognition of the role state funds play in publicizing or advertising any program or activities supported by the grant funds. Sponsorship material shall state "Sponsored by (Recipient's name) and the State of Florida Department of Children and Families." The Department's name shall appear in the same size and type letters as that of the Recipient. The Recipient shall not convey, represent, or claim that it is approved or endorsed by the State of Florida or the Department, nor shall it permit others, on its behalf, to do so, whether directly or indirectly. The Recipient is not entitled to use the state's name or mark for any purpose without obtaining prior written consent in each separate instance.

L. Gratuities

The Recipient shall not offer or provide any gift to any Department employee or officer of the State of Florida throughout the period of this agreement and for two years thereafter. The Recipient shall ensure that its employees and subcontractors, if any, comply with this prohibition.

M. Patents, Copyrights, and Royalties

If any patent arises or is developed, in whole or in part, as the result of the funds awarded by this agreement, the Recipient agrees that it will refer the patent to the Florida Department of State to determine whether patent protection will be sought in the state or federal government's name. All copyrighted materials produced or arising as a result of the funds awarded by this agreement are hereby reserved to the State of Florida or federal government and shall be referred to the Department of State. The Recipient shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of Recipient's products or the Department's operation or use of Recipient's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Recipient's opinion is likely to become the subject of such a suit, the Recipient 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 Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties. Notwithstanding the foregoing provision, if the Recipient 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.

N. Information Security Obligations

The Recipient shall designate an appropriately skilled individual to act as its Data Security Officer who shall act as a liaison to the Department’s security staff and who will establish and maintain an appropriate level of security for all data related to this agreement collected or obtained by the Recipient. The Recipient shall provide necessary data security training to its employees and affiliates. Recipient employees who have access to departmental information shall comply with CFOP 50-2 and shall sign the security agreement forms described therein.

O. Health Insurance Portability and Accountability Act

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

P. Emergency Preparedness

If the Recipient provides any services directly to clients, the Recipient shall develop and submit to the Department an emergency preparedness plan not later than 30 days after execution of this agreement and updated plans shall be submitted at least annually thereafter. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. The emergency preparedness plan shall, if implemented, enable the Recipient to continue functioning, assure the safety and well-being of clients served, and ensure that the Department is fully informed at all times.

Q. Whistleblower’s Act Requirements

In accordance with section 112.3187(2), Florida Statutes (F.S.), agencies or independent contractors shall not retaliate against an employee for reporting violations of law to an appropriate agency that creates substantial and specific danger to the public’s health, safety, or welfare. 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. Employees and persons may file 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.

R. Support to the Deaf or Hard-of-Hearing

(1) The Recipient and its partners, subcontractors, and agents 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 Persons with Hearing Impairment.”

(2) The Recipient shall, if the Recipient or any of its partners, subcontractors, or agents employs 15 or more employees, 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 name and contact information for the Recipient’s Single-Point-of-Contact shall be furnished to the Department’s Grant Manager within 14 calendar days of the effective date of this requirement.

(3) The Recipient shall, within 30 days of the effective date of this requirement, contractually require that its partners, subcontractors and agents comply with section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each partner, subcontractor or agent 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 Recipient’s Single-Point-of-Contact.

(4) The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers, its partners, subcontractors, and agents 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.

(5) The Recipient’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, but not later than March 12, 2010, with respect to current Recipients (partners, subcontractors, and agents). The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>.

(6) The Recipient and its partners, subcontractors, and agents 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 Recipient shall submit Compliance Reports monthly, not later than the 15th day of each month, to the Department’s Grant Manager. The Recipient shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

(7) If customers or companions are referred to other agencies, the Recipient 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.

II. THE DEPARTMENT AND THE RECIPIENT AGREES AS FOLLOWS:

A. Grant Amount, Funds Disbursement, and Compliance with State Comptroller Requirements

(1) The Department shall provide financial assistance to the Recipient in an amount not to exceed _____. The State of Florida’s obligation to pay this amount is contingent upon an annual appropriation by the Legislature and the availability of funds. The Recipient shall provide records to the Department evidencing that all funds provided by this agreement have been used for the purposes, and in the amounts, described in the Recipient’s proposed budget. The Recipient shall vary from the Approved Budget only with the prior written consent of the Department which must be obtained in each separate instance. Upon change of representatives (names, addresses, telephone numbers and 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 agreement. The Recipient shall promptly return to the Department any overpayments due to unearned funds, disallowed or ineligible expenditures, or accounting or record keeping errors. The Recipient shall return such excess funds immediately upon discovery by it or its employees or upon receiving written notice from the Department.

(2) The parties shall comply with Section 215.97, F.S. Expenditures of state financial assistance shall comply with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures. All funds charged to this agreement must be allowable and must result from obligations incurred during the term of the agreement. Any balances or unobligated cash that have been advanced or paid that are not authorized for retention for direct program costs in a subsequent period must be refunded to the Department.

B. Official Payee and Representatives (Names, Addresses, Telephone Numbers, and e-mail addresses):

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

Name: _____
 Address: _____

 City: State: Zip Code: Phone: ext: _____

2. The name of the contact person and street address where Recipient’s financial and administrative records are maintained is:

Name: _____
 Address: _____

 City: State: Zip Code: Phone: ext: _____
 e-mail: _____

3. The name, address, telephone number and e-mail address of the grant manager for the Department for this agreement is:

Name: _____
 Address: _____

 City: State: Zip Code: Phone: ext: _____
 e-mail: _____

4. The name, address, telephone number and e-mail of the representative of the Recipient responsible for administration of the program under this agreement is:

Name: _____
 Address: _____

 City: State: Zip Code: Phone: ext: _____
 e-mail: _____
 Recipient CEO/CFO e-mail: _____

C. Termination

This agreement may be terminated by either party without cause upon no less than 30 calendar days written notice to the other, said notice to be delivered by the U.S. Postal Service, or an expedited delivery carrier with evidence of completed delivery in either instance. In the event funds used to support this agreement become unavailable the Department may terminate this agreement upon no less than 24 hours notice, in writing, to the Recipient. In the event the Recipient fails to comply with the terms and conditions of this agreement the Department may terminate the agreement upon no less than 24 hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Recipient. The Department must specify in its notice the circumstances and conditions pertaining to the termination for failure to comply. The Department’s failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance nor shall the Department’s waiver of any one breach of any provision of this agreement 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 agreement. The provisions herein do not limit the Department’s right to remedies at law or in equity.

D. Severability

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

E. Notice

Any notice that is required under this agreement 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 recipient responsible for administration of the grant, to the designated address contained in this agreement.

F. Financial Consequences for Recipient’s Failure to Perform

If the Recipient fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then 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, imposition of penalties, if available, and termination of contract and requisition of services from an alternate source. Any payment made in reliance on the Recipient’s evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment.

G. Dispute Resolution

Any dispute concerning performance of the agreement or payment hereunder shall be decided by the Department’s Grant Manager, who shall reduce the decision to writing and provide a copy to the Recipient. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Grant Manager’s decision, the Recipient delivers to the Grant Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Recipient 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 Recipient concerning this agreement. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in any 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 II.C.

H. Modification, Amendment, and Entirety of the Agreement

This agreement may only be modified or amended in writing with such modifications or amendments duly signed by both parties. This agreement and its attachments, _____, and any referenced exhibits, together with any documents incorporated by reference, constitute the entirety of the agreement. There are no other terms or conditions other than those contained herein. This agreement supersedes all previous communication and representations between the parties or their representatives.

I. Duration of the Grant Agreement

This Agreement shall begin on the date on which the last of the parties affixes its signature and shall end on _____ unless otherwise terminated in accordance with Section IV.

By signing this agreement the parties agree they have read and agree to the entirety as described above. **IN WITNESS THEREOF**, the parties have caused this ___ page agreement to be executed below.

RECIPIENT:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature:

Signature:

Print/Type

Print/Type

Name:

Name:

Title:

Title:

Date:

Date:

STATE AGENCY 29 DIGIT FLAIR CODE: _____

Federal Tax ID # (or SSN): _____

Recipient Fiscal Year Ending Date: ____

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, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

Date

Name of Authorized Individual

Application or Co tract number

Name of Organization

Address of Organization

Sample Lien Document

Note to clerk of the circuit court: The intangible personal property evidenced by this instrument is owned by the State of Florida or a political subdivision or agency of the State of Florida and pursuant to Section 199.183, Florida Statutes, is exempt from the nonrecurring intangible personal property tax imposed by Chapter 199 Florida Statutes

MORTGAGE LIEN AND SECURITY AGREEMENT

In consideration of a Challenge Grant (the "**Grant**"), by the State of Florida Department of Children and Family Services (the "**Department**") to Mid Florida Homeless Coalition, Inc. (the "**Grantee**") in the amount of _____, as provided for in the Challenge Grant Agreement (the "**Grant Agreement**") between the Department and the Grantee for Grant Number _____, the proceeds of which have be sub-granted by the **Grantee** to _____ (the "**Sub-Grantee**") for the purchase of the following described property, the Sub-Grantee, and any of the other undersigned having any interest in the hereinafter described and defined Property, hereby mortgage and grant a lien to the Department, whose mailing address is 1317 Winewood Blvd., Tallahassee, Florida 32399, on all of his, hers, its, or their rights, title and interests in and to the land and real property located in _____ County, Florida, and more particularly described in **Exhibit "A"** attached hereto and made a part hereof (said land and real property and the other matters referred to in the next phrase being hereinafter collectively referred to as the "**Property**"), together with all existing or subsequently erected or affixed buildings, improvements, and fixtures; tenements and hereditaments; easements; appurtenances; and all other rights, royalties, and profits, including without limitation all mineral, oil, gas, and similar matters (subject and subordinate, however, to the lien of the prior mortgage in favor of

_____, recorded in O.R. Book _____, beginning at Page _____ in the Public Records of _____ County, Florida).

The Sub-Grantee and any of the undersigned having any interest therein also hereby grant to the Department a security interest under the Florida Uniform Commercial Code-Secured Transactions, Chapter 679, F.S., in all fixtures; plumbing, heating, air conditioning and other equipment; building materials, appliances, and floor and window coverings, located on and/or used in connection with the Property.

This instrument is given to secure (a) the payment and performance of all obligations of the Grantee under the Grant Agreement, (b) the payment and performance of all obligations of the Sub-Grantee under any agreement governing the sub-grant, (c) the Department's Interest (as hereafter defined) in the Property, and (d) the payment and performance of all obligations hereunder. The "**Department's Interest**" shall be or deemed to be an amount equal to the amount of the Grant proceeds that have been disbursed to the Grantee from time to time, plus all other cost, fees, and expenses owed by the Grantee, or for which the Grantee and Sub-Grantee are liable, under this instrument and the Grant Agreement.

The Department's Interest shall be, or at the time that it is to be determined shall be deemed to have been, proportionately reduced and subsequently vacated over a 5 year period (the “**Term**”) of amortization unless the lien of this mortgage is satisfied before that time or if before that time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of **section 18** below. The Term shall commence on the date of the execution of this instrument and end on the date that is 5 years from the date of the Sub-Grantee’s purchase of the Property, as evidenced by the date the deed to the Sub-Grantee for the Property is recorded in the Public Records of the county in which the Property is located

As a condition of receipt of state funding for this purchase the undersigned agree that **(a)** if the Property is disposed of before the Department's Interest is vacated or **(b)** at the time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of **section 18** below, an amount calculated as set forth in **section 10** below shall be immediately due and payable by the Sub-Grantee to the Grantee and by the Grantee to the Department, without any interest thereon except in the event of default under this instrument or as otherwise expressly provided for in this instrument. If the Sub-Grantee fails to pay all such sums to the Grantee and/or if the Grantee fails to pay all such sums to the Department, immediately upon any disposition of the Property or otherwise when due, from and after the date that the Department declares a default hereunder such sums shall bear interest at the highest rate permitted by law and such interest shall also be immediately due and payable by the Sub-Grantee to the Grantee on any such sums the Sub-Grantee has failed to timely pay to the Grantee, and by the Grantee to the Department on any such sums the Grantee has failed to timely pay to the Department.

Sub-Grantee further agrees:

1. To keep the Property insured by such insurers, against such perils, in such forms (including without limitation forms that include loss payable provisions acceptable to and in favor of the Department and naming the Department as an additional insured), with such provisions requiring the insurer to give the Department at least 30 days prior written notice of any changes in the policy or coverage or any intent to cancel or not renew the policy, and for such amounts, as the Department may from time to time approve, determine, and advise Grantee of and shall furnish to the Department evidence thereof that is satisfactory to the Department.
2. To pay all taxes, assessments, and other costs and charges that may become a lien on the Property and all documentary stamp or other excise taxes due in connection with the execution and delivery of this instrument as they become due (and in all events prior to delinquency), and furnish to the Department evidence thereof that is satisfactory to the Department.
3. To comply with all laws, ordinances, rules, regulations, procedures, guidelines and standards pertaining to the Property, including without limitation all environmental laws, ordinances, rules, and regulations; and to obtain, keep, and maintain all permits and licenses necessary for the construction, renovation, repair, and operation of the Property and the business to be conducted on the Property for the purposes for which the Grant has been made. Also to comply with all laws, ordinances, rules, regulations, procedures, guidelines and standards pertaining to the Grant.
4. To pay all persons or firms performing any work or supplying any materials for the construction and/or renovation of improvements on or the maintenance or repair of the Property and all other persons and firms who may have construction lien or other statutory lien rights for the performance of work or services relating to the Property as and when all sums therefor are due and payable.

5. To pay and perform all obligations under any other prior or superior mortgages, liens, or encumbrances as they become due (and in all events prior to delinquency), not to create, suffer, or permit any subsequent liens or mortgages on the Property without the Department's prior written consent, to keep the Property free and clear of all other liens and encumbrances, including without limitation all construction liens and other statutory liens for the performance of work or services relating to the Property.
6. To keep the Property free and clear of all pollutants, hazardous materials, and waste, including without limitation petroleum products, with the exception of legally permitted and properly stored materials in reasonable amounts customarily used in the construction, renovation, use, and operation of similar property.
7. To maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.
8. During the term of this instrument, not to sell, transfer, mortgage, or assign its interest in the Property or in the property subject to the security interest under the Florida Uniform Commercial Code-Secured Transactions, unless the Department, in its sole discretion, whether reasonable or not, approves the sale, transfer, mortgage, or assignment.
9. To continue the operation, maintenance, repair, and administration of the Property in accordance with the purposes for which the funds of the Grant were originally appropriated and the terms of the Grant Agreement, and for the length of the Term.

Sub-Grantee and Grantee further agree:

10. (a) If Sub-Grantee fails to comply with **Section 9** above, or (b) if the Property is disposed of before the Department's Interest is vacated, or (c) at the time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of **section 18** below, the Sub-Grantee shall pay to the Grantee and Grantee shall pay to the Department, no later than upon demand by the Department, without any interest thereon except in the event of default under this instrument or as otherwise expressly provided for in this instrument, an amount equal to the Department's Interest, as adjusted by amortization.
11. If the Sub-Grantee fails to pay all such sums when due to the Grantee, and/or if the Grantee fails to pay all such sums when due to the Department, then from and after the date that the Department declares a default hereunder such sums shall bear interest at the highest rate permitted by law and such interest shall also be immediately due and payable by the Sub-Grantee to the Grantee, on any such sums the Sub-Grantee has failed to timely pay to the Grantee, and by the Grantee to the Department on any such sums the Grantee has failed to timely pay to the Department.
12. The Sub-Grantee shall indemnify, defend, and hold the Grantee and the Department harmless from and against any and all claims or demands for damages resulting from personal injury, including death or damage to property, arising out of or relating to the Property or the use of the Grant money.
13. Sub-Grantee shall return to Grantee and Grantee shall return to the Department any portion of the Grant money received that is not necessary for the cost of the purchase for which the Grant was awarded.
14. At all times in which Grant money is being disbursed and until such time as the Grant money is fully and properly spent according to the Grant Agreement and any agreement governing the sub-grant, the

Sub-Grantee and the Grantee shall each obtain a blanket fidelity bond, in the amount of the Grant, issued by a company authorized and licensed to do business in this state and approved by the Department, which will reimburse the Department in the event that anyone handling the Grant moneys either misappropriates or absconds with the Grant moneys, and in form requiring the surety to give the Department at least 30 days prior written notice of any intent to cancel or not renew the bond. All employees handling the Grant moneys must be covered by the bond.

15. If any obligation hereunder, under the Grant Agreement, or under any agreement governing the sub-grant is not timely paid or performed, or in the event of any breach of any warranty hereunder, under the Grant Agreement, or under any agreement governing the sub-grant, in addition to all other remedies, the Department may, but is not obligated to, pay or perform the obligation and cure the breach and the costs thereof shall bear interest at the highest rate permitted by law. Such costs and interest thereon shall be secured by this instrument and be immediately due and payable and paid by Sub-Grantee and/or Grantee to the Department upon demand by the Department.

16. If any action or proceeding is commenced that in the opinion of the Department would materially affect the Department's interest in the Property, the Department may, but is not obligated to, take any actions the Department deems appropriate to protect its interest in the Property and the costs thereof shall bear interest at the highest rate permitted by law. Such costs and interest thereon shall be secured by this instrument and be immediately due and payable and paid by Sub-Grantee to Grantee and by Grantee to the Department upon demand by the Department.

17. Sub-Grantee and Grantee warrant that **(a)** it is a Florida corporation not-for-profit organized and existing under the Florida Not For Profit Corporation Act and exempt from taxation under Section 501(C)(3) of the United States Internal Revenue Code of 1987, **(b)** all persons or firms having any ownership interest in the Property have joined in the execution and delivery of this instrument and have good and marketable fee simple title to the Property free and clear of all other liens and encumbrances other than governmental taxes, assessments, and charges not yet due and payable and any other matter consented to by the Department in writing, **(c)** each of the undersigned executing this instrument on its behalf has the full right, power, and authority to execute and deliver this instrument to the Department and this instrument has been validly executed by each of them, **(d)** this instrument constitutes a valid lien and encumbrance on the good and marketable fee simple title to the Property and the good and marketable title to the property encumbered by the security interest under the Florida Uniform Commercial Code-Secured Transactions granted by this instrument, free and clear of all other liens and encumbrances other than governmental taxes, assessments, and charges not yet due and payable and any other matter consented to by the Department in writing, and **(e)** with the exception of such matters they will defend the title to the Property and such other property and the priority of the lien of this instrument thereon against the claims of all other persons or firms.

18. Upon **(a)** the failure of any obligation under this instrument, the Grant Agreement, or any agreement governing the sub-grant, to be timely paid and performed and/or the breach by the Grantee and/or Sub-Grantee of any term or condition under this instrument, the Grant Agreement, or any agreement governing the sub-grant; **(b)** the death or dissolution of any of the undersigned; **(c)** the insolvency of any of the undersigned, the appointment of a receiver for any part of the property of any of the undersigned, any assignment by or on behalf of any of the undersigned for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against any of the undersigned; or **(d)** any attempt by any governmental agency or entity, any other person or entity that has the power to exercise the power of eminent domain, or any creditor, to attach, levy upon, garnish, or take the Property or any portion or proceeds thereof, the Department may, at its option, declare a default

hereunder, declare all sums and obligations hereunder, with interest thereon as hereafter provided, to be immediately due and payable, and exercise any all remedies therefor available at law, in equity, or under this instrument. From and after the date that the Department declares any such default hereunder all sums due hereunder shall bear interest at the highest rate permitted by law. A default under this instrument, the Grant Agreement, or any agreement governing the sub-grant shall be a default under each and all such instruments.

19. Without limitation, such remedies include **(a)** regardless of whether or not the apparent value of the Property exceeds the amount of the obligations secured hereby by a substantial amount, the right to have a receiver appointed to take possession of all or any part of the Property with the power to protect, preserve, operate and collect any rents from the Property preceding foreclosure or sale, and to apply the proceeds over and above the cost of the receivership, to the obligations secured hereby (the receiver may serve without bond if permitted by law), **(b)** judicial foreclosure of the interests of the undersigned, and **(c)** to the fullest extent permitted by law the right to obtain a judgment for any deficiency remaining in the sums secured hereby after the application of all amounts received by the Department from the exercise of any of the rights provided in this **section 19**, the foregoing **section 18**, and the following **Section 20**.

20. Without limiting the generality of any the foregoing, with respect to the security interest under the Florida Uniform Commercial Code-Secured Transactions, Chapter 679 F.S. granted by this instrument, the Department shall have all rights and remedies of a secured party under the Florida Uniform Commercial Code-Secured Transactions.

21. All of the Department's remedies hereunder are cumulative and may be exercised alone, together, or in any combination thereof.

22. Immediately upon demand by the Grantee the Sub-Grantee shall pay to the Grantee, and immediately upon demand by the Department, the Grantee shall pay to the Department all costs of collection of the obligations and sums set forth herein after referral to a collection agency or attorney, including without limitation an attorney that is a salaried employee of the Grantee or the Department, and also including without limitation reasonable attorneys' fees at trial, on appeal, and in any insolvency proceedings, including without limitation the costs of an attorney that is a salaried employee of the Grantee or the Department, and all costs incurred by the Grantee and the Department in exercising its remedies hereunder. All such costs shall bear interest at the highest rate permitted by law and all such costs and interest thereon are part of the sums secured hereby.

23. The Grantee and Sub-Grantee are jointly and severally personally liable for and obligated to pay and perform, or caused to paid and performed, and shall pay and perform, or caused to paid and performed, when due, whether by acceleration or otherwise, all obligations and sums provided for under this instrument. Any other persons or entities who sign this instrument are doing so solely to, and do hereby, encumber, subject, and subordinate his, her, or its interest in the Property, whether as an owner of the real property encumbered by this instrument subject to, and as a lessor under, a lease in favor of the Sub-Grantee, by marital or homestead rights or otherwise, to the lien of this instrument and are not personally liable for or obligated to pay or perform any obligations and sums provided for under this instrument. All persons or entities, other than the Grantee and the Sub-Grantee, who sign this instrument, whether personally liable hereunder or not, agree that to the fullest extent permitted by law the Department may, without notice to and without his, her, or its consent, deal solely with the Grantee and/or Sub-Grantee by way of extension, modification, renewal, forbearance or otherwise make other accommodations with regard to the terms and provisions of and the obligations and sums under this instrument without affecting or impairing the personal liability of any party personally liable for the obligations and sums hereunder or the

lien or priority of the lien of this instrument on the Property. Sub-Grantee agrees that to the fullest extent permitted by law the Department may, without notice to and without his, her, or its consent, deal solely with the Grantee by way of extension, modification, renewal, forbearance or otherwise make other accommodations with regard to the terms and provisions of the Grant without affecting or impairing the personal liability of the Sub-Grantee for the obligations and sums hereunder or the lien or priority of the lien of this instrument on the Property.

24. This instrument contains the entire agreements of the parties with respect to the matters covered hereby and may be modified or amended only by an instrument signed by whoever will be bound or obligated by the modification or amendment. No rights of the Department hereunder shall be construed to have been waived unless waived in writing by an instrument signed by the Department and any such written waiver shall not apply to any other right of the Department hereunder or any future exercise of any such rights waived in the written instrument unless so expressly stated in the written instrument signed by the Department.

25. This instrument shall be governed and construed by any applicable federal law and to the extent not preempted by federal law by the laws of the State of Florida without regard to its conflicts of laws provisions.

26. If any provision of this instrument is found by a court of competent jurisdiction to be invalid or unenforceable, or invalid or unenforceable in any particular circumstances, no such invalidity or unenforceability shall affect or impair the validity or enforceability of such provision in other permissible circumstances or the validity or enforceability of any other provision of this instrument

27. Without the written consent of the Department recorded in the Public Records in the County in which this instrument is recorded, there shall be no merger of the interest or estate created by this instrument and any other interest or estate in the Property at any time held by the Department in any capacity.

28. This instrument shall inure to the benefit of and be binding upon the parties, their respective heirs, personal representatives, successors, and permissible successors in title and assigns, and in the event that any one or more of them hereafter become the owner of the Property the Department may, without notice to or consent by any of the undersigned, deal with any such owner or owners by way of extension, modification, renewal, forbearance or otherwise make other accommodations with regard to the terms and provisions of and the obligations and sums under this instrument without affecting or impairing the personal liability of any party personally liable for the obligations and sums hereunder or the lien or priority of the lien of this instrument on the Property.

29. Wherever used in this instrument all pronouns shall include the feminine, masculine, and neuter gender and the singular shall include the plural and vice versa.

30. Time is of the essence in the payment and performance of the obligations under this instrument.

By the acceptance of this instrument the Department agrees that it shall execute a satisfaction of this instrument in recordable form upon full compliance by the Grantee and Sub-Grantee with the all of the terms of this instrument.

All parties to this instrument hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**SIGNATURE PAGE TO THE MORTGAGE LIEN AND SECURITY AGREEMENT
FROM THE UNDERSIGNED TO THE FLORIDA DEPARTMENT OF CHILDREN
AND FAMILY SERVICES**

Witness

Witness printed name

By: _____

Printed Name

Witness

Title: _____

Witness printed name

Address: _____

Witness

Witness printed name

By: _____

Printed Name

Witness

Title: _____

Witness printed name

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed, sworn to, and acknowledged before me the ____ day of _____, 20__ by _____, the _____ of and for and behalf of _____ (**Grantee**). He or she is personally known to me or has produced _____ as identification.

(Seal)

Notary Public, State of Florida

Printed Name

My commission expires:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed, sworn to, and acknowledged before me the ____ day of _____, 20__ by _____, the _____ of _____ and _____ for _____ and _____ behalf of _____ (**Sub-Grantee**). He or she is personally known to me or has produced _____ as identification.

(Seal)

Notary Public, State of Florida

Printed Name
My commission expires:

Quarterly Status Report

2012 CHALLENGE GRANT QUARTERLY REPORT

Grant # _____

LEAD AGENCY: _____

REPORT PERIOD — Check one: Quarter ending: _____ (9/30/11) (12/31/11) (3/31/12) (6/30/12)
 Final: If this is your final report, the Lead Agency shall attach an evaluation of the grant's effectiveness in achieving the intended purposes, in accordance with Section 14 of the application instructions.

Provide a copy of this report to BOTH your DCF Contract Manager and to the Office on Homelessness.

1. Financial

Provide a line item review of the grant funds received and disbursed to sub-grantees for each activity or use contained in your Challenge Grant application.

Total Grant Award to Lead Agency: _____

Total Grant Received by Lead Agency:
 (grant draws from the Department by the Lead Agency) _____

Total Grant disbursed to Sub-grantees by
 Lead Agency: _____

List each grant activity/use From Exhibit F of the Challenge Grant application	Original Amount Awarded Sub-grantee YTD	Grant amount Received by the Sub-Grantee	Grant Balance Due to the Sub-Grantee
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

2. Progress on Completion of the Grant Activity(s)

a. For each funded activity, complete the below table showing a comparison of work accomplished to date versus planned timeframes for completion of the activity as outlined in your application.

Activity/Use from Exhibit F	Timeframe for completion according to the grant application	Actual date of completion

b. Provide detailed explanations for any delays in carrying out a grant activity, reasons for any delays, and steps being taken to assure completion of the activity or use by **June 30, 2012**.

c. Should any activity be identified as facing the likelihood of **NOT BEING COMPLETED BY JUNE 30, 2012**, list the activity, explain the reason the activity will not be completed, and describe corrective actions being taken (e.g. amendment to reduce grant award, return of funds, identification of other uses that could be completed by June 30, 2011 etc.).

Performance Measures

The Lead Agency shall provide a thorough evaluation of the effectiveness of the Challenge Grant in achieving the stated purpose set forth by the Lead Agency in its application for funding. The Lead Agency shall document progress toward achieving the performance measures outlined in their application. In addition, the Lead Agency shall document and report on the number of individuals served by each funded activity. Provide aggregate totals *only*.

Activity	Type of Service Provided	Number of Individuals Served for the Quarter	Number of Individuals Served during Grant Period (to date)	Describe Population Served (e.g. Adults, Families, Children, Youth, Veterans, general population, etc.)

CERTIFICATION OF ACCURACY

The above information is true and accurate, based upon documentation available for inspection at the offices of the Lead Agency, as of the date executed below.

LEAD AGENCY CONTACT: _____
Print Name Signature

DATE: _____

ATTACHMENT _____

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

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

as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

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

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

PART II: STATE REQUIREMENTS

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

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

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

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

PART III: REPORT SUBMISSION

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

- A. Contract manager for this contract (2 copies)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

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

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

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

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

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

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

PART IV: RECORD RETENTION

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