

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 2006 0784

1. ACTION REQUESTED/PURPOSE:

Enter into a three year revenue contract in the amount of \$69,444 with the Florida Department of Children and Families to partially fund salary for the current Lee County Homeless Coalition Coordinator. Approve a budget amendment resolution in the amount of \$5,787 to establish budget in Fiscal Year 2006.

2. WHAT ACTION ACCOMPLISHES:

Enables the Department of Human Services to offset salary dollars for the current Homeless Coalition Coordinator.

3. MANAGEMENT RECOMMENDATION:

Enter into contract number HF011 with the Florida Department of Children and Families and increase the general fund budget to include these unanticipated revenues.

4. Departmental Category: 05

C5A

5. Meeting Date: 6/27/2006

6. Agenda:

Consent

7. Requirement/Purpose: (specify)

Statute FS
420.623

**8. Request Initiated:
Commissioner**

Administrative
 Appeals
 Public
 Walk-On

Ordinance
 Admin. Code
 Other

Department Human Services
Division N/A

By: Karen B. Hawes, Director

[Handwritten signature: Karen B. Hawes]

9. Background:

The Department of Children and Families has increased annual funding for the Lee County Homeless Coalition to \$23,148 per year for three years. The Department of Human Services will continue using Community Development Block Grant (CDBG) funds for the full-time Coordinator position.

The Department of Human Services, as the lead agency for the local Continuum of Care, has been successful in securing over 20 million dollars since 1995.

Acceptance of this contract will allow the Department of Human Services to offset salary dollars charged to CDBG.

Attachments:

Contract (3 originals)
Budget Amendment Resolution

10. Review for Scheduling:

| Department Director | Purchasing or Contracts | Human Resources | Other | County Attorney | Budget Services | | | County Manager/P.W. Director |
|--------------------------------------|-------------------------|-----------------|-------|------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| <i>[Handwritten: Karen B. Hawes]</i> | N/A | N/A | N/A | <i>[Handwritten: Buden]</i> | Analyst | Risk | Grants | <i>[Handwritten: 6/14/06]</i> |
| | | | | <i>[Handwritten: Feaser]</i> | <i>[Handwritten: 6/14/06]</i> | <i>[Handwritten: 6/14/06]</i> | <i>[Handwritten: 6/14/06]</i> | <i>[Handwritten: 6/14/06]</i> |

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY
COUNTY ADMIN- *[Handwritten: VAW]*
6/12/06 12:30 *[Handwritten: mlp]*
COUNTY ADMIN
FORWARDED TO: *[Handwritten: ml]*
[Handwritten: 6/12/06]

Rec. by CoAtty
Date: *[Handwritten: 6/14/06]*
Time: *[Handwritten: 3:00pm]*
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RESOLUTION

Amending the General Fund #00100 budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund #00100 budget for \$5,787 of unanticipated receipts from DCF Homeless Coalition proceeds and an appropriation of a like amount for salaries;

WHEREAS, the General Fund #00100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

| | | |
|----------------------------------|----------------------------|---------------|
| Prior Total: | | \$538,826,536 |
| Additions | | |
| FC5590200100.369900.9204 | DCF Homeless Coalition '06 | \$5,787 |
| Amended Total Estimated Revenues | | \$538,832,323 |

APPROPRIATIONS

| | | |
|------------------------------|----------------------------|---------------|
| Prior Total: | | \$538,826,536 |
| Additions | | |
| FC5590200100.501210.229 | Salaries Full-Time Regular | \$5,787 |
| Amended Total Appropriations | | \$538,832,323 |

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the General Fund #00100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA



Florida Department of
Children & Families

State of Florida
Department of Children and Families

Jeb Bush
Governor

Lucy D. Hadi
Secretary

HAND-DELIVERED: Robert Stryker 6/8/06

Robert McHarry
District Administrator

June 7, 2006

Ms. Tammara Hall
Chairwoman
Lee County Board of County Commissioners
Finance Department
Post Office Box 2238
Fort Myers, Florida 33902

Dear Ms. Hall:

Please review the enclosed three (3) original copies of Contract #HF011, Lee County Board of County Commissioners, Department of Human Services. Should any discrepancies be identified, or there are any questions or concerns, do not hesitate to call me immediately. **We ask that no changes be made to these documents.**

Once the review is complete and the documents meet everyone's satisfaction, please have the originals signed, dated, and then return all of them to me as soon as possible. When District Administrator Robert McHarry signs the originals; I will send you an executed original for your files.

Thank you for the services your agency continues to provide to our community. If you have any questions, please do not hesitate to call me at 338-1674.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Farr'.

Robert Farr
Contract Manager

Enclosures

Copy to: Contract File

District Eight, P.O. Box 60085, Fort Myers, Florida 33906-0085

CFDA No. _____

Client Non-Client
Multi-District

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT**

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department," and Lee County Board of County Commissioners Department of Human Services hereinafter referred to as the "provider."

I. THE PROVIDER AGREES:**A. Contract Document**

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.058 F.S.

To provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which must be received and accepted by the contract manager in writing prior to payment. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit. Where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(1), F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

C. Governing Law**1. State of Florida Law**

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

2. Federal Law

a. That if this contract contains federal funds the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

b. That if this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738 as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. That no federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. That unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the department.

e. That if this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

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

D. Audits, Inspections, Investigations, Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.

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

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Subsection I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.
5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Section 92.36(i) (10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.
6. To provide a financial and compliance audit to the department as specified in this contract and in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of The Inspector General (Section 20.055, Florida Statutes).

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraph I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold the department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, employees and subcontractors during the performance or operation of this contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the provider's duty to defend and to indemnify within seven (7) days after notice by the department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider from these duties. The provider shall not be liable for the sole negligent acts of the department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of Client Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.
2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.
3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and

subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

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

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. That if services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

L. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.

2. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the provider employing fifteen (15) or more individuals.

2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon providers that have fifteen (15) or more employees.

3. Subcontractors who are on the discriminatory vendor list, may not transact business with any public entity, in accordance with the provisions of section 287.134 F.S.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. To take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

O. Sponsorship

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

P. Publicity

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

Q. Final Invoice

To submit the final invoice for payment to the department no more than 15 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Gratuities

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

U. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.
3. The provider, if not a state agency, shall indemnify and save the department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract.
4. The department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
5. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

V. Construction or Renovation of Facilities Using State Funds

That any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this

purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

W. Information Security Obligations

1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the department's Security Staff and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system or information access and ensuring that user access has been removed from all terminated provider employees.
2. To hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.
3. To furnish Security Awareness Training to its staff.
4. To ensure that all provider employees who have access to departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy of which may be obtained from the contract manager.

X. Accreditation

That the department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

Y. Agency for Workforce Innovation and Workforce Florida

That it understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

Z. Health Insurance Portability and Accountability Act

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

AA. Emergency Preparedness

If the tasks to be performed pursuant to this contract include the physical care and control of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

BB. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the department's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form is required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$69,444.00 or the rate schedule, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

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

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or 1-800-848-3792, the State of Florida Comptroller's Hotline.

D. Notice

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

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on July 01, 2006, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Fort Myers, Florida, on June 30, 2009.

B. Financial Penalties for Failures to Comply with Requirement for Corrective Action.

1. In accordance with the provisions of Section 402.73(7), Florida Statutes, and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

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

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

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

C. Termination

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

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

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

D. Renegotiations or Modifications

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

E. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

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

Lee County Board of County Commissioner
Department of Human Services

P.O. Box 2238

Finance Department

Fort Myers, FI 33902

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

Department of Human Services

Karen Hawes

2440 Thompson Street

Fort Myers, FI 33901

3. The name, address, and telephone number of the contract manager for the department for this contract is:

Robert Farr

Department of Children and Families/Contract Services Unit

2295 Victoria Avenue

Fort Myers, FI 33901

Phone: 239-338-1674

4. The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

Department of Human Services

Karen Hawes

2440 Thompson Street

Fort Myers, FI 33901

239-533-7930

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

F. All Terms and Conditions Included

This contract and its attachments, I and II and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.F. above.

IN WITNESS THEREOF, the parties hereto have caused this 23 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Lee County Board of County Commissioners Department of Human Services

PRINT NAME: _____

SIGNED _____

BY: _____

NAME: Tammara Hall

TITLE: Chairwoman

DATE: _____

PRINT NAME: _____

SIGNED _____

BY: _____

NAME: Robert McHarry

TITLE: District Administrator

DATE: _____

STATE AGENCY 29 DIGIT FLAIR CODE: _____

Federal EID # (or SSN): 596000702

Provider Fiscal Year Ending Date: 09/30

ATTACHMENT I

A. Services to be provided

1. Definition of Terms

a. Contract Terms:

- (1) Amendment - A document by which substantial changes are made to the terms of an executed contract. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original contract.)
- (2) Contract – An agreement between the department and an individual or organization for the procurement of services. (A formal contract consists of the Standard Contract, Program Specific Attachment I, plus all attachments or exhibits.)
- (3) Contract Manager – Either a department or provider employee designated by the contract signer to be responsible for the success of the contract. (The contract manager enforces performance of the contract terms and conditions and often serves as a liaison between the department and the provider.)
- (4) Department - The Florida Department of Children and Families.
- (5) District/Region/Zone – The Florida Department of Children and Families’ territorial division pertains to a geographical service area. “District 8” is the department district represented by the counties of Charlotte, Hendry, Glades, Lee and Collier.
- (6) Exhibit – A document or material object added to the district specific Attachment I.
- (7) Fiscal Year – An accounting period of twelve months; beginning July 1st through June 30th.
- (8) Fixed Price – A payment method used when services can be broken down into unit costs (e.g., hours, client days), or a fixed fee (e.g., payment based on delivery of a complete service).
- (9) Invoice - A standardized form used by the provider to request payment from the department.
- (10) Method of Payment – A payment specification includes the maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to the department, and any special conditions pertaining to payment of contract invoices.
- (11) Provider - An individual or organization contracted to provide services or materials to the department, in accordance with the terms specified in the contract.

b. Program Specific Terms:

- (1) Active Employment – employed and receiving payment for services rendered pursuant to the functions and responsibilities identified under the terms of this contract.
- (2) Coalition – an alliance of individuals, groups, organizations and businesses that participate for the common purpose and good of addressing and resolving issues relating to the homeless population per FS 420.623 and is officially recognized by the department’s State Office on Homelessness in Tallahassee.
- (3) Homeless person(s) - an individual who lacks a fixed, regular, nighttime residence; or resides in a public or private place not designated for, or ordinarily used as a regular sleeping accommodations for human beings, such as cars, parks, woodlands, under bridges, abandoned buildings; or resides in supervised or privately operated shelter designed to provide temporary living accommodations, including welfare hotels, congregate shelter and transitional housing facilities; or is being discharged

from an institution in which the person has been a resident and no subsequent residence has been identified and he/she lacks the resources and the support networks needed to obtain housing; or is being evicted from a private dwelling unit and no subsequent residence has been identified and the person(s) lacks the resources and the support network to obtain housing. The term homeless does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or state law.

(4) State Office on Homelessness – the official office within the Department of Children and Families which carries out its responsibilities pursuant to Section 420.622 Florida Statute.

2. General Description

a. General Statement:

The provider will carry out its role(s) and responsibilities pursuant to F.S. 420.623 and shall positively effect essential and expand existing services to the homeless in Lee County, Florida.

b. Authority:

Section 420.623 and 420.625 Florida Statutes, Local Coalitions for the Homeless, Chapters 88-376 and 87-106, Laws of Florida.

c. Scope of Service:

Serve as and maintain recognition as the Lee County Board of County Commissioners Department of Human Services from the State Office of Homelessness for coordination and general homeless coalition responsibilities pursuant to F.S. 420.623.

d. Major Program Goal:

To increase the opportunity for economic self-sufficiency for the homeless population in Lee County by partially funding homeless coalition service activities pursuant to F.S. 420.623.

3. Clients to be Served N/A

a. General Description: N/A

b. Client Eligibility: N/A

c. Client Determination: N/A

d. Contract Limits:

Services shall be limited to the geographical area and amount of contract funds available.

B. Manner of Service Provision

1. Service Tasks

a. Task List:

(1) The provider shall provide and remain in compliance with coalition duties as identified in Florida Statute 420.623 (2) (a - n) and the requirements of the State Office on Homelessness in order to continue to be recognized as a homeless coalition by the department.

(2) A quarterly status report (**Exhibit A**) certified by the provider's board chair or designee shall be submitted to the department contract manager quarterly attesting to the coalition's functions and

responsibilities per F.S. 420.623 (2) (a-n) as remaining in compliance with the requirements set forth by the State Office on Homelessness for continued recognition as a homeless coalition.

(3) The provider shall report annually to the department contract manager and the State Office on Homelessness in Tallahassee their compliance with the mandates of F.S. 420.623 (2) (a-n) as required for continued recognition as a homeless coalition by the State Office on Homelessness.

(4) The provider shall develop or assist with the development with the local homeless continuum of care plan as described in F.S. 420, for the catchment area containing the county or region served by the local homeless coalition. Unless otherwise specified in the plan or as a result of an agreement with another coalition in the same catchment area, the local coalition shall serve as the lead agency for the local homeless assistance continuum of care.

b. Tasks Limits:

Homeless coalition services shall be provided in Lee County Florida by Lee County Board of County Commissioners Department of Human Services as certified, recognized or appointed by the State Office on Homelessness in Tallahassee.

2. Staffing Requirements

a. Staffing Levels:

(1) The provider shall provide and maintain an Neighborhood Relations Coordinator position to deliver the agreed-upon services specified in this contract and comply with all state and federal regulations.

(2) The provider shall make maximum use of all community resources including volunteers serving under the Domestic Volunteers Services Act of 1973 and other appropriate voluntary organizations. The use of such services shall supplement, but shall not be in lieu of paid employees.

b. Professional Qualification:

(1) The provider shall employ a Neighborhood Relations Coordinator to effectively perform the services specified in this contract pursuant to **Exhibit B**.

(2) Qualifications for the coalition's Neighborhood Relations Coordinator position shall include a minimum of a Bachelor's Degree in any Human Services field (or four years of direct public human service experience), and a minimum of 1 year of administrative experience in any human service function.

(3) Any exceptions to these qualifications shall be agreed upon in writing by the department's contract manager or his/her designee prior to the hiring of the person.

(4) Should the existing Neighborhood Relations Coordinator not meet these qualifications but is performing satisfactorily as determined by the coalition and department, this person shall be permitted to continue to perform the duties specified in this contract pursuant to **Exhibit B** until such time this person no longer retains this position or leaves active employment with the provider.

c. Staffing Changes:

(1) The provider shall develop and submit to the contract manager a written plan no later than August 30, 2006, approved and signed by the provider board chair or designee that address how the provider will continue to provide contracted services during any vacancy of the Neighborhood Relations Coordinator position in excess of 30 working days.

(2) The provider shall submit an annual certification attesting to the validity of the plan no later

than August 30, 2007 and August 30, 2008 unless modification to the plans are made, then the modified plan shall be submitted within 5 working days of the modification.

(3) The provider shall notify the department contract manager in writing within 5 working days of the Neighborhood Relations Coordinator position being vacated.

d. Subcontractors:

This contract does not allow the provider to subcontract for the provision of any services under this contract.

3. Service Location and Equipment

a. Service Delivery Location:

(1) The provider's administrative office is located at:

Lee County Board of County Commissioners Department of Human Services
2440 Thompson Street
Fort Myers, FL 33901

(2) The provider shall provide and deliver services in a manner that meets the needs of the community and keeping with the provisions of this contract.

b. Service Times:

The provider's administrative office(s) shall be open from 8:00 a.m. to 5:00 p.m. Monday through Friday with the exception of provider recognized holidays.

c. Changes in Location:

The provider shall notify the contract manager in writing at least 30 calendar days in advance of any change in administrative or operations office street address, facsimile number and/or telephone number. Should the provider not have 30 calendar days notice due to unforeseen circumstances to include but not limited to a declared natural disaster, fire or any act that would render the facilities unusable, the provider will inform the department contract manager within 24 hours upon need to change locations.

d. Equipment:

The provider shall be responsible for supplying at its own expense and maintain sufficient office equipment to include but not limited to computer(s), telephone(s), copier(s) and fax machine(s) and supplies necessary to perform the tasks and responsibilities outlined in this contract.

4. Deliverables

a. Service Unit:

A service unit is defined as three months (a quarter) of the department's fiscal year of providing and remaining in compliance with coalition duties identified in section **B.1.a. (1) through (4)** of this contract.

b. Records and Documentation:

(1) The provider shall maintain supporting documentation for invoices and all expenses incurred under the terms of the contract.

(2) The provider shall document the notification and attendance at all homeless coalition meetings with evidence of sign-in sheets and invitation letters.

c. Reports:

| Report Title | Reporting Frequency | Report Due Date | Number of Copies due | DCF Office address(es) To receive report |
|--|----------------------------|--|-----------------------------|--|
| Corrective Action | As Requested | 30 Calendar Days from receipt of request | 1 | Contract Manager |
| Recognition Report on F.S. 420.623 Compliance for the State Office on Homelessness | Annually | When requested by the Office on Homelessness | 1 1 | Contract Manager and State Office on Homelessness |
| Resource Directory | Annually | 05/15/2007 05/15/2008 05/15/2009 | 1 1 | Contract Manager and ACCESS Florida Program Office |
| Performance Data | Quarterly | 10/15/2006 01/15/2007 04/15/2007 07/15/2007 10/15/2007 01/15/2008 04/15/2008 07/15/2008 10/15/2008 01/15/2009 04/15/2009 07/15/2009 | 1 | Contract Manager |
| F.S. 420.623 Compliance Status Report for District | Quarterly | 10/15/2006 01/15/2007 04/15/2007 07/15/2007 10/15/2007 01/15/2008 04/15/2008 07/15/2008 10/15/2008 01/15/2009 04/15/2009 07/15/2009 | 1 | Contract Manager |
| Line Item Budget, Budget Narrative, Revenue and Expense for FY 2009/2010 | Annually | 02/15/2009 | 1 | Contract Manager |
| Invoice | Quarterly | 10/15/2006 01/15/2007 04/15/2007 07/15/2007 10/15/2007 01/15/2008 04/15/2008 07/15/2008 10/15/2008 01/15/2009 04/15/2009 07/15/2009 | 1 | Contract Manager |

| | | | | |
|--|-----------|--|---|------------------|
| Quarterly Actual Contract Expenditure Report | Quarterly | 10/15/2006 01/15/2007 04/15/2007 07/15/2007 10/15/2007 01/15/2008 04/15/2008 07/15/2008 10/15/2008 01/15/2009 04/15/2009 07/15/2009 | 1 | Contract Manager |
| Yearly Actual Contract Expenditure Report | Annually | 07/15/2007 07/15/2008 07/15/2009 | 1 | Contract Manager |
| Executive Director Vacancy Plan | Annually | 08/30/2006 08/30/2007 08/30/2008 | 1 | Contract Manager |

5. Performance Specifications

a. Performance Measures:

- (1) During contract fiscal year 2006/07, the provider shall increase by 7% over fiscal year 2005/06 and report data quarterly to the department for public education or outreach initiatives that make homeless persons or the community aware of services available to them in Lee County.
- (2) During contract fiscal year 2007/08, the provider shall increase by 7% over fiscal year 2006/07 and report data quarterly to the department for public education or outreach initiatives that make homeless persons or the community aware of services available to them in Lee County.
- (3) During contract fiscal year 2008/09, the provider shall increase by 7% over fiscal year 2007/08 and report data quarterly to the department for public education or outreach initiatives that make homeless persons or the community aware of services available to them in Lee County.
- (4) During contract fiscal year 2006/07, the provider shall increase by 5% over fiscal year 2005/06 and report data quarterly to the department the number of unduplicated local businesses that provide support or participate in Lee County Board of County Commissioners Department of Human Services homeless coalition programs or activities in Lee County. Local businesses that provide support or participate in Lee County Board of County Commissioners Department of Human Services coalition programs or activities in Lee County are to be counted only once unless 60 calendar days separates the original local business activity previously reported from subsequent activities.
- (5) During contract fiscal year 2007/08, the provider shall increase by 5% over fiscal year 2006/07 and report data quarterly to the department the number of unduplicated local businesses that provide support or participate in Lee County Board of County Commissioners Department of Human Services homeless coalition programs or activities in Lee County. Local businesses that provide support or participate in Lee County Board of County Commissioners Department of Human Services homeless coalition programs or activities in Lee County are to be counted only once unless 60 calendar days separates the original local business activity previously reported from subsequent activities.
- (6) During contract fiscal year 2008/09, the provider shall increase by 5% over fiscal year 2007/08 and report data quarterly to the department the number of unduplicated local businesses that provide support or participate in Lee County Board of County Commissioners Department of Human Services homeless coalition programs or activities in Lee County. Local businesses that provide support or participate in Lee County Board of County Commissioners Department of Human Services homeless coalition programs or activities in Lee County are to be counted only once unless 60 calendar days separates the original local business activity previously reported from subsequent activities.

b. Description of Performance Measures:

- (1) Business – A for profit or not for profit commercial or industrial enterprise and the people who constitute it for the purposes of providing goods or services involving financial, commercial, industrial or human services aspects.
- (2) Outreach initiatives – any documented act of providing factual public information in a public forum that will enhance services to the homeless in Lee County within a reporting calendar month during the contract period.
- (3) Participate – to be actively involved with the coalition mission(s) evidenced by one or more documented activities within a calendar reporting month during the contract period.
- (4) Public education – any documented act of imparting factual knowledge or public information in any public forum that will raise the awareness of the general public or homeless population about the needs or services available to the homeless within a calendar reporting month during the contract period.
- (5) Support – to provide assistance through financial or in kind means to enhance the mission(s) of the coalition evidenced by one or more documented activities within a calendar reporting month during the contract period.

c. Performance Evaluation Methodology:

- (1) The evaluation of the performance measures for the outcomes identified in B.5.a.(1) above is as follows:
of public education or outreach initiatives that make homeless persons or the community aware of services available to them in Lee County for FY 2006/07.
of public education or outreach initiatives that make homeless persons or the community aware of services available to them in Lee County for FY 2005/06.
- (2) The evaluation of the performance measures for the outcomes identified in B.5.a.(2) above is as follows:
of public education or outreach initiatives that make homeless persons or the community aware of services available to them in Lee County for FY 2007/08.
of public education or outreach initiatives that make homeless persons or the community aware of services available to them in Lee County for FY 2006/07.
- (3) The evaluation of the performance measures for the outcomes identified in B.5.a.(3) above is as follows:
of public education or outreach initiatives that make homeless persons or the community aware of services available to them in Lee County for FY 2008/09.
of public education or outreach initiatives that make homeless persons or the community aware of services available to them in Lee County for FY 2007/08.
- (4) The evaluation of the performance measures for the outcomes identified in B.5.a.(4) above is as follows:
of local businesses that provide support or participate in coalition activities for FY 2006/07
of local businesses that provide support or participate in coalition activities for FY 2005/06
- (5) The evaluation of the performance measures for the outcomes identified in B.5.a.(5) above is as follows:

of local businesses that provide support or participate in coalition activities for FY 2007/08
of local businesses that provide support or participate in coalition activities for FY 2006/07

- (6) The evaluation of the performance measures for the outcomes identified in B.5.a.(6) above is as follows:

of local businesses that provide support or participate in coalition activities for FY 2008/09
of local businesses that provide support or participate in coalition activities for FY 2007/08

- (7) Performance Standard Statement:

By execution of this contract the vendor hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the provider fails to meet these standards, the department, at its exclusive option, may allow a reasonable period, not to exceed 6 months, for the provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the department within the prescribed time, and if no extenuating circumstances can be documented by the provider to the department's satisfaction, the department must terminate the contract. The department has sole authority to determine whether there are extenuating or mitigating circumstances.

6. Vendor Responsibilities

a. Vendor Unique Activities:

- (1) Develop knowledge of and relationships with other appropriate community resources and programs.
- (2) If required by 45 CFR Parts 160, 162, or 164:
 - (a) The Provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law. [45 CFR 164.502(e)(2)(ii)]
 - (b) The Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.
 - (c) The Provider agrees to report to the Department any use or disclosure of the information not provided for by this contract or applicable law.
 - (d) The Provider hereby assures the Department that if any PHI received from the Department, or received by the Provider on the Department's behalf, is furnished to Provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.
 - (e) The Provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.
 - (f) The Provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.
 - (g) The Provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.
 - (h) The Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the Department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.
 - (i) The Provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or

destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

(j) A violation or breach of any of these assurances shall constitute a material breach of this contract.

b. Coordination with other Vendors/Entities:

(1) It is the responsibility of the provider to communicate and coordinate with key community interests and homeless service vendors in order to create the directory of community resources. Failure of cooperation by these other entities does not alleviate the provider from accountability for these products.

(2) The provider shall fully participate in all Lee County homelessness initiatives to include but not be conclusive of advocacy, community resource development, data gathering, needs assessments, planning and services coordination.

7. Departmental Responsibilities

a. Department Obligation:

The department shall be available to the provider for programmatic and technical guidance upon written request.

b. Department Determination:

The department shall have final determination concerning all contract disputes.

c. Monitoring Requirements:

The department shall monitor the provider's compliance with the terms and conditions of this contract in accordance with CFOP 75-8.

C. Method of Payment

1. Payment Clause

a. This is a multiple year contract for three (3) years ending June 30, 2009.

b. This contract is a fixed price/fixed fee contract in an amount not to exceed **\$23,148.00** for fiscal year 2006/2007; **\$23,148.00** for fiscal year 2007/2008 and **\$23,148.00** for fiscal year 2008/2009 for a total not to exceed **\$69,444.00**. The department shall pay the provider, upon satisfactory completion of both the services and all terms and conditions specified in this contract, the amount of **\$5,787.00** per quarter, subject to availability of funds.

c. The department is authorized to withhold payment until **Exhibit A** requiring compliance with Florida Statute 420.623 (2) (a – n) is submitted quarterly as a signed original by the Coalition Board Chair or designee to the contract manager or if the Coalition fails to be recognized as a Coalition by the State Office on Homelessness.

d. The department is authorized to prorate the quarterly payment should the Neighborhood Relations Coordinator position remain vacant in excess of 30 working days and the provider is unable to fulfill the obligations of this contract as determined by the department.

e. This contract is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with 60A-1.032 (1) (e), F.A.C.

f. Fixed price/fixed fee Method of Payment Chart

| Service/Deliverable | Quarterly Request for Payment Due Date | Fixed Fee per Quarter | Maximum Number of Fees |
|---|--|------------------------------|-------------------------------|
| Coalition Activities and Compliance with F.S. 420.623 (2) (a-n) | 10/15/2006 01/15/2007 04/15/2007 07/15/2007 10/15/2007 01/15/2008 04/15/2008 07/15/2008 10/15/2008 01/15/2009 04/15/2009 07/15/2009 | \$5,787.00 | 12 |

2. Invoice Requirements

The provider shall request payment through the submission of a properly completed invoice (**Exhibit C**) within fifteen (15) calendar days following the end of the quarter for which payment is being requested. If the provider fails to do so, all right to payment is forfeited, and the department will not honor any requests submitted after the aforesaid time period. Payment due under the terms of this contract will be withheld until the department has approved the final product.

3. Supporting Documentation Requirements

The provider shall maintain supporting documentation for all expenses and contractual requirements claimed under the terms of the contract for a period of 6 years for audit purposes.

D. Special Provisions

Not applicable

E. List of Exhibits

- 1. Exhibit A – Status Report**
- 2. Exhibit B – Neighborhood Relations Coordinator Position Description**
- 3. Exhibit C - Invoice**

Exhibit A

COALITION ACTIVITIES QUARTERLY STATUS REPORT FOR QUARTER _____ FY _____

1. Please evaluate below whether your coalition is currently carrying out the functions of a local homeless coalition, as specified in section 420.623(2) (a-n), Florida Statutes with a **Yes** or **No** answer.

| <u>Function</u> | <u>Is Coalition Currently Doing?</u> <u>Y=YES OR N=NO</u> |
|---|--|
| a. Develop or assist with the development of the local homeless assistance continuum of care plan for the county(s) served by the coalition. | _____ |
| b. Discuss local issues related to homelessness and the needs of the homeless. | _____ |
| c. Inventory all local resources for the homeless, including shelter, housing, supportive services, and employment. | _____ |
| d. Review and assess all services and programs in support of the homeless and identify unmet needs of the homeless. | _____ |
| e. Facilitate the delivery of multi-agency services for the homeless to eliminate duplication of services and maximize the use of limited resources. | _____ |
| f. Develop new programs and services to fill critical service gaps. | _____ |
| g. Develop a community resource directory of services available to the homeless. | _____ |
| h. Develop public education and outreach initiatives to make homeless persons aware of the services available to them. | _____ |
| i. Identify and explore new approaches to shelter care for the homeless. | _____ |
| j. Monitor and evaluate local homeless initiatives to assess their impact, to determine the adequacy of the services available, and to identify additional unmet needs of homeless persons. | _____ |
| k. Collect and compile information related to the homeless population served, and report on a regular basis such information to the department. | _____ |
| l. Develop an annual report detailing the coalition's goals and activities. | _____ |
| m. Develop spending plans for the homeless grant-in-aid program, in concert with the department's district administrator. | _____ |
| n. Develop a strategy for increasing support and participation from local businesses in the coalition's programs and activities. | _____ |

If any of the above are answered with a "No" provide and attach a written explanation as to why, how and when it will be corrected. If it is out of the span of the coalition's control, an explanation is also required.

By signature below the coalition affirms and certifies that the coalition is in or is actively pursuing compliance with FS 420.623 (2) (a-n).

Signature of Lee County Board of County Commissioners Department of Human Services Official Designee

Date

EXHIBIT B

Position Description and Responsibilities

Position Description: Neighborhood Relations Coordinator

The role of the Neighborhood Relations Coordinator is to synthesize agency and community resources with the goal of promoting economic self-sufficiency for the homeless in Lee County. The Neighborhood Relations Coordinator works cooperatively with other homeless coalitions, community agencies and The Lee County Board of County Commissioners Department of Human Services to promote additional resources for the homeless or potentially homeless and serve as an advocate against systemic barriers to homelessness. The Neighborhood Relations Coordinator will carry out or coordinate the role(s), functions and responsibilities of the provider coalition pursuant to FS 420.623 and the State Office on Homelessness

Responsible/Report to: The Lee County Board of County Commissioners Department of Human Services.

Duties and Responsibilities:

- 1) Assure compliance with FS 420.623 in order to remain recognized by the State Office on Homelessness as a coalition.
- 2) Assure compliance with all contractual requirements of the Department of Children and Families relating to coalition duties, responsibilities and activities.
- 3) Seek opportunities to increase private and public funding for the coalition.
- 4) Keep the Lee County Board of County Commissioners Department of Human Services apprised of all required and requested reports and obligations; contractually, or otherwise
- 5) Complete all other duties as assigned by the Lee County Board of County Commissioners Department of Human Services as it relates to this contract.

Supervisory Responsibilities:

As determined by the Lee County Board of County Commissioners Department of Human Services.

Qualifications:

- An earned Bachelor's Degree in any Human Services field (or four years of direct public human service experience), and a minimum of 1 year of administrative experience in any human service function.
- A documented positive history of establishing cooperative working relationships with clients, colleagues, community and governmental agencies and volunteers.
- A documented positive history of customer service skills and ability to manage crisis situations.
- Excellent interpersonal skills and ability to work independently in a fast paced environment.
- Any exceptions to these qualifications shall be agreed upon in writing by the department contract manager or his/her designee prior to the hiring of the person.

Physical/Mental Demands & Working Conditions:

- Transportation and valid Florida driver's license.
- Physically able to work in a fast paced multitasked environment.
- Ability to travel and work in a typical office setting.

Employee Signature: _____

Date: _____

Employer Signature: _____

Date: _____

EXHIBIT C

MONTHLY PAYMENT REQUEST/INVOICE

TODAY'S DATE: ___/___/___

PROVIDER NAME: Lee County Board of County Commissioners Department of Human Services

PROVIDER REMIT MAILING ADDRESS: P.O. Box 2238 Fort Myers, Fl 33902

PAYMENT: SERVICE MONTH(S) _____ FOR THE YEAR OF ___

REPORTING QUARTER: ___1st ___2nd ___3rd ___4th

PART 1 - SERVICE INVOICE

Service Function Provided: *Homeless Coalition duties per FS 420.623*

Amount Due: \$ _____

As provider of service(s), I certify the above to be accurate and in agreement with the agency's records and with the terms of the contract. I certify that all service requirements have been met and data has been submitted to the department in accordance with the contract.

_____/_____/_____
Provider Signature Title Date

PART 2 - FUNDING DETAIL FOR DEPARTMENT USE ONLY PROGRAM OFFICE: ACCESS

VENDOR ID: 596000702 CONTRACT NO.: HF011

LI ORG. CODE INV.# TR-DT AMT DUE(OWED) CAT. FUND OCA EO

1 60080000226 100778 HMLOO AN

2

TOTAL AMOUNT OF STATE PAYMENT \$

Date Invoice Received _____

Date Services Received _____

Date Insp & Approved _____

Approved to Pay _____

Org. 60080000226 EO: ___

Contract Manager Signature: _____ Date: _____

ATTACHMENT II

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. 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. 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.

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. 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)
Robert Farr
Department of Children & Families/Contract Services Unit
2295 Victoria Avenue
Fort Myers, Fl 33901
- B. Department of Children & Families
Office of the Inspector General, Provider Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
- C. Copies of the 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 designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Auditing Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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.