

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES**

Amendment #0004

This amendment, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as "Department", and Lee County Board of County Commissioners as the "Lead Agency", hereinafter referred to as the "Provider", amends Contract # HP18D to:

- Increase funding amount specific to ESG for SFY 2018.19.
 - Increase deliverables specific to ESG for SFY 2018.19.
1. Page 1 of the CF Standard Contract 2018 is hereby deleted and replaced as attached.
 2. Page 54 of the CF Standard Integrated Contract 2016 is hereby deleted and replaced as attached.
 3. Page 61 of the CF Standard Integrated Contract 2016 is hereby deleted and replaced as attached.
 4. Page 64 of the CF Standard Integrated Contract 2016 is hereby deleted and replaced as attached.
 5. Pages 71-72 of the CF Standard Integrated Contract 2016 is hereby deleted and replaced as attached.

This amendment shall begin on December 01, 2018, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the grant.

This amendment and all of its attachments are hereby made a part of this contract.

IN WITNESS THEREOF, the parties hereto have caused this 7-page amendment to be executed by their officials thereunto duly authorized.

**PROVIDER: Lee County Board of County
Commissioners**

**DEPARTMENT OF CHILDREN AND
FAMILIES**

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: Lisa Mayrose _____

TITLE: _____

TITLE: Regional Managing Director _____

DATE: _____

DATE: _____

Provider FEID#: 596000702

Contract No. HP18D
CFDA No(s). 14.231
CSFA No(s). 60.021

Client Services	<input checked="" type="checkbox"/>	Non-Client	<input type="checkbox"/>
Subrecipient	<input checked="" type="checkbox"/>	Vendor	<input type="checkbox"/>
Federal Funds	<input checked="" type="checkbox"/>	State Funds	<input checked="" type="checkbox"/>

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**, hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

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

The Department and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of **carrying out the duties, activities and responsibilities of a Homeless Coalition and or Lead Agency pursuant to section 420.623 F.S.**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed **\$657,619.16**.

1.2 Official Payee and Party Representatives

1.2.1 The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: Lee County Board of County Commissioners
Address: 2440 Thompson Street
City: Fort Myers State: FL Zip Code: 33901
Phone: 239-533-7918 Ext: _____ E-mail: dgilkerson@leegov.com

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

Name: Deanna Gilkerson
Address: 2440 Thompson Street
City: Fort Myers State: FL Zip Code: 33901
Phone: 239-533-7918 Ext: _____ E-mail: dgilkerson@leegov.com

1.2.3 The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: Deanna Gilkerson
Address: 2440 Thompson Street
City: Fort Myers State: FL Zip Code: 33901
Phone: 239-533-7918 Ext: _____ E-mail: dgilkerson@leegov.com

1.2.4 The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: Robert Farr
Address: 2295 Victoria Ave
City: Fort Myers State: FL Zip Code: 33901
Phone: 239-895-0295 Ext: _____ E-mail: Robert.Farr@myflfamilies.com

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.3 Effective and Ending Dates

This Contract shall be effective **August 01, 2017** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **August 01, 2017** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2019**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4 Contract Document

This Contract is composed of the documents referenced in this section.

1.4.1 The definitions found in the Standard Contract Definitions, located at:

EXHIBIT D – DELIVERABLES

D-1. SERVICE UNITS

- D-1.1. **Homeless Coalitions Staffing Grant** - A service unit consists of one (1) month of providing homeless coalition supporting activities as identified in **Exhibit C1**. The Provider shall meet and maintain compliance with duties and activities required by s. 420.623, F.S., identified in **Exhibit C1**.
- D-1.2. **Challenge Grant** - A unit of service is one (1) month of providing services in a manner consistent with the local continuum of care plan to eligible homeless individuals as described in **Exhibit C2**.
- D-1.3. **ESG Grant** - A service unit consists of one (1) month of providing Emergency Shelter, Homeless Prevention/Rapid Re-housing, and/or Street Outreach services to eligible homeless individuals as described in **Exhibit C3**.
- D-1.4. **TANF Grant** - A service unit consists of one (1) month of providing homeless prevention services identified in **Exhibit C4**.

D-2. ANNUAL SERVICE TARGETS

During each State Fiscal Year, the Provider shall deliver:

- D-2.1. Twelve (12) months of **Local Homeless Coalition Staffing Contract** services to support the homeless population receiving the assistance needed to gain self-sufficiency and make suitable living conditions available. The Provider shall demonstrate satisfactory progress towards the service target through the submission of the Monthly Status Report of Coalition Activities, **Exhibit C1-A**.
- D-2.2. The **Challenge Grant** Project will serve a minimum of **54** households during State Fiscal Year 2017/18 and **54** during State Fiscal Year 2018/19. The Provider shall demonstrate satisfactory progress towards the service target through the submission of the Monthly Status Report of Challenge Grant Activities, **Exhibit C2-A**.
- D-2.3. The **ESG** Project will serve a minimum of **22** households during State Fiscal Year 2017/18 and **36** during State Fiscal Year 2018/19. The Provider shall demonstrate satisfactory progress towards the service target through the completion of the Monthly Status Report of Emergency Solutions Grant Activities, **Exhibit C3-A**.
- D-2.4. **TANF Grant** Project will serve a minimum of **11** eligible households (each household shall consist of more than 1 person to include a minor) during State Fiscal Year 2017/18 and **12** eligible households during State Fiscal Year 2018/19. The Provider shall demonstrate satisfactory progress towards the service target through the completion of the Monthly Status Report of Temporary Assistance to Needy Families Grant Activities, **Exhibit C4-A**.

D-3. MONTHLY DELIVERABLES

- D-3.1. **Local Homeless Coalition Staffing Contract:** The Provider shall deliver each month, at a minimum, the three (3) Coalition Staffing Activities identified in **Sections C1-1.2.1., C1-1.2.3. and C1-1.2.4.** All other activities identified in **Sections C1-1.1., C1-1.2, C1-2., C1-3., and C1-4., Service Tasks,** shall be completed within their catchment area, on an as needed basis, during each fiscal year.
- D-3.2. **Challenge Grant:** Each month, the Provider shall provide eligible services to a minimum of **6** households per month beginning September 01, 2018 ending February 28, 2019; **5** households per month beginning March 01, 2019 ending April 30, 2019 and **4** households per month beginning May 01, 2019 ending June 30, 2019 who are homeless or at risk of homelessness.
- D-3.3. **Emergency Solutions Grant:** Each month, the Provider shall provide eligible services to a minimum of **2** households who are homeless or at risk of homelessness.

EXHIBIT F - METHOD OF PAYMENT

F-1. PAYMENT CLAUSE

F-1.1. This is a multi-year fixed price (unit cost) and cost reimbursement contract for the provision of services to homeless persons. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed **\$657,619.16** subject to the availability of funds. The total contract amount shall be allocated as follows:

FISCAL YEAR	ANNUAL FUNDING
17-18	\$ 324,142.85
18-19	\$ 333,476.31
Total	\$657,619.16

F-1.1.1. Homeless Coalition Activities – The Department agrees to pay for the service units at the unit price(s) and limits listed below for Coalition Staffing Activities **beginning August 1, 2017:**

FY	UNIT OF SERVICE	UNITS	RATE	TOTAL AMOUNT
17-18	One Month of Homeless Coalition Activities	10	\$9,740.26	\$97,402.60
17-18	One Month of Homeless Coalition Activities	1	\$9,740.25	\$9,740.25
18-19	One Month of Homeless Coalition Activities	11	\$8,928.57	\$98,214.27
18-19	One Month of Homeless Coalition Activities	1	\$8,928.58	\$8,928.58
				\$214,285.70

F-1.1.2. Challenge Grant Activities – The Department agrees to pay for the service units at the unit price(s) and limits listed below for Challenge Grant Activities **beginning January 1, 2018:**

FY	UNIT OF SERVICE	UNITS	RATE	TOTAL AMOUNT
17-18	One Month of Challenge Grant Activities	5	\$19,666.67	\$98,333.35
17-18	One Month of Challenge Grant Activities	1	\$19,666.65	\$19,666.65
18-19	One Month of Challenge Grant Activities	9	\$8,233.35	\$74,100.15
18-19	One Month of Challenge Grant Activities	1	\$8,233.31	\$8,233.31
				\$200,333.46

F-1.1.3. Emergency Solutions Grant (ESG) Activities – The Department agrees to reimburse for allowable costs at the limits listed below for eligible ESG Activities **beginning August 1, 2017:**

FY	SERVICE DESCRIPTION	TOTAL AMOUNT
17-18	ESG Service Activities	\$63,000.00
18-19	ESG Service Activities	\$108,000.00
		\$171,000.00

F-1.1.4. Temporary Assistance for Needy Families (TANF) Activities – The Department agrees to reimburse for allowable costs at the limits listed below for eligible TANF Activities **beginning August 1, 2017:**

FY	SERVICE DESCRIPTION	TOTAL AMOUNT
17-18	TANF Grant Service Activities	\$36,000.00
18-19	TANF Grant Service Activities	\$36,000.00
		\$72,000.00

F-2.13. Invoice Approval Process

- F-2.13.1.** The Department will have up to five (5) working days from receipt of the invoice to approve or disallow proposed expenditures listed. Disallowance of proposed expenditures will result in rejection of the invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the Provider in order to process the invoice for payment. The Provider will have fifteen (15) days from the date of rejection of the initial invoice to correct and resubmit for payment.
- F-2.13.2.** If the Provider does not submit an initial or corrected invoice within the required timeframes on more than 3 occasions, a financial consequence of five percent (5%) of the late invoice amount will be deducted from the invoice payment.

F-3. COST REIMBURSEMENT

- F-3.1.** The **ESG Grant** is an advance payment/cost reimbursement grant funded by federal funds pursuant to program guidelines under the Emergency Solutions Grant, 24 CFR, Part 576 and 2 CFR, Part 200, Uniform Grant Guidance. The advance payment may be requested as described in **F-4** and shall be no more than 25% of the award total during the first grant cycle year of funding under applicable solicitations, LPZ19. This amount may be
- F-3.1.1.** Costs associated with ESG are funded under the Emergency Solutions Grant and regulated by guidelines set forth in 2 CFR, Part 200, Uniform Grant Guidance.
- F-3.1.2.** Costs associated with carrying out services under this contract will first be paid by the Provider or Subcontractor. The Provider will submit invoices for eligible costs to the Department for reimbursement in accordance with the Department of Financial Services Reference Guide For State Expenditures which is incorporated by reference. A copy can be furnished upon request to the Contract Manager or located at the Florida Department of Financial Services website.
- F-3.1.3.** The Department shall reimburse the Provider up to \$63,000.00 in FY17-18 and **\$108,000.00** in FY 18-19 for allowable expenditures incurred pursuant to the terms of this contract for a total dollar amount not to exceed **\$171,000.00**, subject to the availability of funds. This project is funded by the Emergency Solutions Grant (ESG) Federal Grant from the Department of Housing and Urban Development.
- F-3.2.** The **TANF Grant** is a cost reimbursement grant funded by federal funds pursuant to program guidelines under the Temporary Assistance for Needy Families (TANF) Block Grant, 45 CFR, Part 260 and 2 CFR, Part 200, Uniform Grant Guidance.
- F-3.2.1.** This is a cost reimbursement contract. Costs associated with carrying out services under this contract are regulated by guidelines set forth in 2 CFR, Part 200, Uniform Grant Guidance. Payments must first be paid by the Provider or Subcontractor. The Provider will submit invoices for eligible costs to the Department for reimbursement in accordance with the Department of Financial Services Reference Guide For State Expenditures. A copy can be requested upon request to the Contract Manager or located at the Florida Department of Financial Services website.
- F-3.2.2.** The Department shall reimburse the Provider up to **\$ 36,000.00** in FY 17-18 and **\$ 36,000.00** in FY 18-19 for allowable expenditures incurred pursuant to the terms of this contract for a total dollar amount not to exceed **\$ 72,000.00**, subject to the availability of funds. This project is funded by the Temporary Assistance for Needy Families (TANF) Block Grant from the Office of Administration for Children and Families.



EXHIBIT F1-3

Cost Reimbursement Monthly Invoice and Match Report

MYFLFAMILIES.COM

Emergency Solutions Grant

PROVIDER NAME	Lee County Board of County Commissioners	CONTRACT NO.	HP18D
ADDRESS	2440 Thompson Street, Fort Myers FL 33901	FEID #:	F596000702
INVOICE NUMBER		INVOICE PERIOD	
Monthly Minimum # of Households To Be Served: 2		Actual # of Households Served:	
Minimum Service Levels Met? <input type="checkbox"/> YES <input type="checkbox"/> NO		Financial Consequences Applied? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Match Reported This Period: \$		Match Reported YTD: \$	
Source of Match:			

Line Items	Approved Budget	Amount this Invoice	Total Expenditures to Date	Budget Remaining
ESG Homeless Prevention (60303024209)	\$ 20,000.00			
ESG Rapid Re-Housing (60303021209)	\$ 84,850.00			
ESG Shelter Operations (60303027209)	\$ 0.00			
ESG Shelter Essential Services (60303026209)	\$ 0.00			
ESG Street Outreach (60303025209)	\$ 0.00			
ESG HMIS (60303023209)	\$ 0.00			
ESG Administration (60303022209)	\$ 3,150.00			
ESG Rehabilitation (60303028209)	\$ 0.00			
SUB-TOTAL	\$108,000.00	\$	\$	\$
FOR USE BY THE CONTRACT MANAGER ONLY				
RECOUPMENT OF ADVANCE – "x" % of Sub-Total	NA	\$	\$	\$
Minus Financial Consequences	\$ 0	\$	\$	\$
TOTAL	\$ 0	\$	\$	\$

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

Signature of Provider Agency Official

Date

Title of Provider Agency Official

The Department reserves the right to make changes to this Exhibit without a formal written amendment.

ESG BUDGET NARRATIVE

BUDGET NARRATIVE:

Component: Homeless Prevention (60303024209) - \$20,000.00:

A. Rental Assistance - \$11,450.00

- A. Provider shall not exceed \$11,450.00 in eligible ESG activity costs for allowable Homeless Prevention Rental Assistance to grant eligible households. Eligible costs are limited to short or medium term rental assistance and one time rental payment of arrears and associated late fees.

B. Financial Assistance Costs- \$8,550.00

- Provider shall not exceed \$8,550.00 in eligible ESG activity costs for allowable Homeless Prevention Financial Assistance to grant eligible households. Eligible costs are limited to documented rental application fees, security deposits, last month's rent, utilities deposits and payments, and moving costs as necessary to stabilize the household.

Component: Rapid Rehousing (60303021209): \$84,850.00

Activity Type: Rental Assistance - \$32,850.00

- B. Provider shall not exceed \$32,850.00 to grant eligible households. Eligible Rapid Rehousing costs are limited to short or medium term rental assistance and one time rental payment of arrears and associated late fees.

C. Financial Assistance Costs- \$52,000.00

- Provider shall not exceed \$52,000.00 in eligible ESG Rapid Rehousing activity costs for allowable financial assistance to grant eligible households. Eligible costs are limited to rental application fees, security deposit, last month's rent, utility deposits and payments and moving costs.

Administrative Costs (60303022209) - \$3,150.00:

A. Lead Agency/Provider - \$1,575.00

- Provider shall not exceed \$1,575.00 in eligible ESG activities to carry out allowable Homeless Prevention Administrative duties. Eligible costs are limited to contract management and fiscal personnel salaries and benefits.

B. Sub Provider(s)- \$1,575.00

- Provider's sub(s) shall not exceed \$1,575.00 in eligible documented ESG activities to carry out allowable Homeless Prevention Administrative duties. Eligible costs are limited to fiscal and administrative salary and benefits; office expenses directly related to this contract limited to copying, paper, printer ink, electricity and internet connectivity.

- C. All homeless prevention and rapid rehousing rental and financial assistance costs shall be represented on the Service Activity Ledger (Exhibit F1-3A) and provided with each monthly invoice.

The Department reserves the right to make changes to this Budget Narrative without a formal written amendment.

Note: This is a Budget and Budget Narrative template. The Budget and Budget Narrative will be submitted by the Provider and must be approved by the Contract Manager annually. No changes may be made to the approved budget without the written prior approval of the Contract Manager.