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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 10(A)(1)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Ratifying the Action of Approving Grant Agreements to Fill Funding Gaps in Federally-Funded Homeless Programs

Resolution No. R-530-14

Recommendation

It is recommended that the Board of County Commissioners ("Board") approves the attached resolution ratifying the County Mayor or the County Mayor's designee action in executing agreements with Citrus Health Network, Inc. ($575,000), Camillus House, Inc. ($175,000), and the City of Miami Homeless Assistance Programs Office ($150,000), for purposes of allocating Homeless and Domestic Violence Food and Beverage Tax proceeds to fill funding gaps created by the reduction of federal funding to local entitlement jurisdictions from the Emergency Solutions Grant (ESG); and further authorizes the County Mayor or County Mayor's designee to approve and execute any amendment, modification, renewal, cancellation, extension and termination clauses.

Scope

The impact of this resolution is countywide in nature.

Fiscal Impact/Funding Source

The ESG allocations are formula based. Only three entitlement jurisdictions receive ESG funds: Miami-Dade County, City of Miami and City of Hialeah. ESG funding was reduced by almost fifty percent (50%) in all three entitlement jurisdictions. Consequently, federal funding passed through to Citrus, Camillus and the City of Miami for their homeless programs was also reduced. The Miami-Dade County Homeless Trust Board recommended the use of Food and Beverage funds to fill some of the funding gap created by federal reductions to the programs run by Citrus, Camillus and the City of Miami. The agencies may use the allocation of food and beverage funds as part of their match obligation for their federal awards. No ad valorem tax funds are impacted.

Track Record/Monitor

Miami-Dade County through its Homeless Trust is the state-designated lead agency for the Miami-Dade County homeless continuum of care system. The persons responsible for ensuring that the County meets all required deliverables are Terrell T. Ellis, Contracts Monitor and Management Supervisor and Miguel Pimentel, Administrative Officer 1.

Background

The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) amended the McKinney-Vento Homeless Assistance Act, revising the Emergency Shelter Grants Program in significant ways and renaming it the Emergency Solutions Grants program.

Additionally, the Emergency Solutions Grant Program is a formula grant program administered by the United States Department of Housing and Urban Development. Only three of the entitlement jurisdictions in the County (Miami-Dade, City of Miami and City of Hialeah) receive ESG funds. The ESG funds may be used for five (5) program components: street outreach, emergency shelter, homeless prevention, rapid re-housing assistance, the Homeless Management Information System, as well as administrative activities. Metropolitan city and urban county recipients must match grant funds with an equal amount of cash and/or noncash contributions, which may include donated buildings, materials and volunteer services. The three entitlement jurisdictions select a sub-recipient(s) to administer their jurisdiction's ESG-funded eligible programs.

Funding for the ESG program has been impacted by federal budget cuts. Shortly before the approval of the County budget for this fiscal year, it was determined that the ESG funding for the entitlement jurisdictions for the current program year would be reduced by almost fifty percent (50%). Recognizing the potential impact of this funding reduction, the Miami-Dade County Homeless Trust recommended the allocation of up to $900,000 in unanticipated Food and Beverage Tax carryover funds in the FY 2013-2014 Homeless Trust budget to fill these ESG funding gaps, as follows: Citrus Health Network, Inc. - $575,000 for homeless prevention and rapid re-housing programs; Camillus House, Inc. - $175,000 for the operations of the Beckham Hall Emergency Housing Shelter; and the City of Miami Homeless Assistance Program for outreach and placement services. The three agencies were previously selected by the entitlement jurisdictions to receive ESG funds. These recommended funding appropriations were included in the FY 2013-2014 Homeless Trust budget, approved by the County Commission in September, 2013. Agreements for services with Citrus Health Network and Camillus House, Inc. were prepared and executed by the County Mayor or County Mayor's designee in order to avoid reductions in these much-needed services. The agreement for services with the City of Miami is pending City Commission approval for execution.

Russell Benford, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 3, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 10(A)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(A)(1)
6-3-14

RESOLUTION NO. R-530-14

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION IN APPROVING AND EXECUTING AGREEMENTS WITH CITRUS HEALTH NETWORK, INC. AND CAMILLUS HOUSE, INC., AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT WITH THE CITY OF MIAMI HOMELESS ASSISTANCE PROGRAM, TO PROVIDE $900,000.00 IN GAP FUNDING FOR HOMELESS SERVICES PREVIOUSLY FUNDED WITH FEDERAL EMERGENCY SOLUTIONS GRANT FUNDS; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY AMENDMENT, MODIFICATION, RENEWAL, CANCELLATION, EXTENSION AND TERMINATION CLAUSES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the Emergency Solutions Grant (ESG) is a Federal formula grant provided to eligible entitlement jurisdictions to address the needs of persons who are homeless or at risk of homelessness; and

WHEREAS, Federal regulations for the ESG program identify eligible activities for funding; and

WHEREAS, the entitlement jurisdictions of Miami-Dade County, the City of Miami and the City of Hialeah receive and expend ESG funds for homeless prevention, rapid re-housing, emergency shelter (Beckham Hall) and homeless outreach, which services are provided through government agencies or non-profit agencies selected by the entitlement jurisdictions; and

WHEREAS, Federal ESG funding was reduced almost fifty percent (50%) for the current program year for all three entitlement jurisdictions in our County that receive ESG funds; and

WHEREAS, in order to avoid significant reductions in services to persons who are homeless or at risk of homelessness, the Miami-Dade County Homeless Trust recommended the allocation of $900,000.00 in Food and Beverage Tax Funds to partially fund the gap created by the reduction in Federal funding; and

WHEREAS, this recommended funding was approved by the Board of County Commissioners as part of the Miami-Dade County Homeless Trust's FY 2013-2014 budget,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Mayor or the County Mayor's designee action in approving and executing grant agreements to provide gap funding to Citrus Health Network, Inc. for homeless prevention and rapid rehousing programs ($575,000.00), and to Camillus House, Inc. for the operation of Beckham Hall Emergency Housing Shelter ($175,000.00). Additionally, this Board authorizes the County Mayor or County Mayor's designee to execute a grant agreement with the City of Miami's Homeless Assistance Program for outreach and placement services ($150,000.00); and authorizes the County Mayor or County Mayor's designee to exercise any amendment, modification, renewal, cancellation, extension and termination clauses in the grant agreements on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Lynda Bell**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Estephanie S. Resnik

GRANT CONTRACT

This Grant Contract (the "Contract" or "Grant Agreement") is made and entered into as of this 31st day of March, 2014, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), having its principal office at 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128 and **Citrus Health Network, Inc./FEIN#: 59-1865751**, a corporation organized and existing under the laws of the State of Florida, having its principal office at **4175 West 20th Avenue, Hialeah Florida 33012** ("Provider"), states conditions and covenants for the rendering of human and social services ("Services") for the County.

WHEREAS, the Provider provides or will develop social services of value to the County and has demonstrated an ability or desire to provide these services; and

WHEREAS, the County is desirous of assisting the Provider in providing those services and the Provider is desirous of providing such services; and

WHEREAS, Miami-Dade County through its Homeless Trust is providing match support of $200,000 for the Miami-Dade County Department of Public Housing and Community Development's 2013 Emergency Solutions Grant (ESG) (Attachment A-1); and

WHEREAS, due to a reduction in funding for the 2013 Emergency Solutions Grant (ESG) program this operating year and the ongoing need for services provided by this grant; and

WHEREAS, Miami-Dade County through its Homeless Trust approved gap funding in the amount of $575,000, subject to the ratification by the Miami-Dade County Board of County Commissioners (Attachment A-2); and

WHEREAS, the County has appropriated grant funds for the proposed services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Grant Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Agreement" "Contract" or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Services **Attachment A** and the Budget Documents **Attachment B** and all other attachments hereto, as well as all amendments or budget revisions issued hereto.

b) The words "Contract Manager" shall mean Miami-Dade County's Director of the Homeless Trust ("County") or the Director's designee, or the duly authorized representative designated to manage the Contract.

c) The word "Days" shall mean Calendar Days, unless otherwise specifically noted.

d) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Provider to the County for review and approval pursuant to the terms of this Contract.

e) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Contract Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Contract Manager.

f) The words "Effective Term" shall mean the date on which this Contract is effective, including start date and end date.

g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.

i) The words "Scope of Services" shall mean the document appended hereto as **Attachment A**, which details the work to be performed by the Provider.

j) The word "subcontractor" or "sub consultant" shall mean any person, entity, firm or corporation, other than the employees of the Provider, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privities of contract with the Provider.

k) The words "Work", "Services" "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Contract.

ARTICLE 2. AMOUNT PAYABLE. Subject to available funds, the maximum amount payable for services rendered under this contract shall not exceed:

1. GAP FUNDING FOR THE 2013 EMERGENCY SOLUTIONS GRANT	**$575,000.00**
2. ANNUAL CASH MATCH FOR THE 2013 EMERGENCY SOLUTIONS GRANT PROGRAM	**$200,000.00**
TOTAL FUNDING:	**$775,000.00**

Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County. Availability of funding shall be determined in the sole discretion of the County.

All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense.

It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

The County, at its sole discretion, may allow Provider an advance of **up to two (2) months** of **the monthly estimated costs** once the Provider has submitted an appropriate request and submitted an itemized invoice in the form required by the County.

ARTICLE 3. SCOPE OF SERVICES

The Provider shall render services in accordance with the Scope of Services incorporated herein and attached hereto as **Attachment A.**

The Provider shall implement the Scope of Services as described in **Attachment A** in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not be effective until approved by the County and Provider in writing.

ARTICLE 4. BUDGET SUMMARY

The Provider agrees that all expenditures or costs shall be made in accordance with the Budget for the provision of services in accordance with Attachment A, the "Scope of Services". The Budget is attached hereto and incorporated herein as **Attachment B**.

The parties agree that the Provider will provide prevention and rapid-rehousing tenant-based rent assistance and other financial assistance and supportive services.

The parties agree that the Provider may, with the County's prior written approval; revise the schedule of payments or the line item budget, and such revision shall not require an amendment to this Contract.

Pursuant to Board of Miami-Dade County Commissioners Resolution 630-13, the Provider will submit a detailed project budget, and sources and uses statement as Attachment B-1, which shall be sufficiently detailed to show (i) the total project cost, (ii) the amount of funds to be used for administrative and overhead costs, (iii) whether the County funds will be 'gap' funds meaning that they would be the last remaining funds needed to ensure funding for the total project cost, (iv) any profit to be made by the Provider, and (v) the amount of funds devoted toward the provision of the desired services or activities.

The County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Provider's headquarters and any location or site where the services contracted for under this Agreement are performed.

ARTICLE 5. EFFECTIVE TERM

Both parties agree that the Effective Term of this Contract shall commence on **July 1, 2013** and terminate at the close of business on **September 30, 2014**. Contingent on the existence of sufficient funding, provider's performance and the approval of the County, this Contract may be extended at the County's sole discretion.

ARTICLE 6. INDEMNIFICATION BY PROVIDER

A. **Government Entity.** Government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat.

B. **All Other Providers.** Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

C. **Term of Indemnification.** The provisions of Article 6 shall survive the expiration or termination of this Contract.

ARTICLE 7. INSURANCE

If the total dollar value of all County contracts with the Provider exceeds $25,000 then the following insurance coverage is required:

A. **Government Entity.** If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes. The provider shall also furnish the County, upon request, written verification of Workers Compensation protection in accordance with Florida Statutes, Chapter 440.

B. **All Other Providers.**

1. Minimum Insurance Requirements: Certificates of Insurance. The Provider shall submit to Miami-Dade County, c/o Miami Dade County Homeless Trust (COUNTY), 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

A. All insurance certificates must list the County as "Certificate Holder" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

B. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statutes, Chapter 440.

C. Commercial General Liability Insurance in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Contract, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For Providers supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is $500,000.

E. Professional Liability Insurance in the name of the Provider, when applicable, in an amount not less than $250,000.

F. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition

of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division.

OR

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and must be a member of the Florida Guaranty Fund.

G. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the Certificate Holder.

H. Compliance with the foregoing requirements shall not relieve the Provider of its liability and obligations under this Section or under any other section of this Contract.

I. The County reserves the right to inspect the Provider's original insurance policies at any time during the term of this Contract.

J. Applicability of this Article to Providers whose combined total award for all services funded under this Contract exceeds a $25,000 threshold. In the event that the Provider whose original total combined award in less than $25,000, but receives additional funding during the contract period which makes the total combined award exceed $25,000, then the requirements in this Article shall apply.

K. **Failure to Provide Certificates of Insurance.** The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Contract. If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Contract.

ARTICLE 8. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County or any federal, state or local law or regulation to be licensed or certified to provide the services or

operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish to the County a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement at the County's discretion.

B. Background Screening. The Provider agrees to comply with all applicable federal, state and local laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended form time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e.; the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees, volunteers and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

ARTICLE 9. CONFLICT OF INTEREST

A. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

B. No person under the employ of the County, who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, any personal financial interest, direct or indirect, in this Contract.

C. **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

D. No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is

entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program. Staff members, or their immediate family members (spouse, children, siblings, mother or father) of Homeless Trust funded programs, who are eligible for and wish to receive services from a Homeless Trust funded program must receive the approval of the Executive Director of their employer (i.e. the Provider) prior to applying for and receiving those services. This approval must be in writing and accompany any referral for such services. Any Provider knowingly accepting a referral of an employee of a Homeless Trust funded program, and providing services without the written approval of the Executive Director of the Provider, will be subject to the recoupment/disallowance by the County of any funds paid for services to this individual and/or their immediate family member. When the services are to be provided at the same agency the employee works for, this information must be disclosed in writing to the director of the Homeless Trust, which shall be reviewed for eligibility determination and a sign off must come from the County. This provision does not apply to staff members seeking emergency shelter, medical or legal services. Providers must complete a Client Services Authorization Form **(Attachment P)** for staff members seeking services.

ARTICLE 10. CIVIL RIGHTS

The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the Provider must submit an affidavit attesting that it is not in violation of the Acts. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the Provider.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each

working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

ARTICLE 11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT;

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI)" and/or "Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Provider and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the client for review;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books, and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Provider must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information. Provider must post, and distribute upon request to service recipients, a copy of the County's Notice of Privacy Practices.

ARTICLE 12. NOTICE REQUIREMENTS

Notice under this Contract shall be sufficient if made in writing, delivered personally or sent via U.S. mail, electronic mail, facsimile, or certified mail with return receipt requested and postage prepaid, to the parties at the following addresses (or to such other party and at such other address as a party may specify by notice to others) and as further specified within this Contract. If notice is sent via electronic mail or facsimile, confirmation of the correspondence being sent will be maintained in the sender's files.

If to the COUNTY:

Miami-Dade County
Homeless Trust 111 N.W. 1st Street, 27th Floor
Miami, Florida 33128
Attention: Hilda M. Fernandez, Executive Director
Electronic mail: HildaFernandez@miamidade.gov

If to the PROVIDER:

Mr. Mario Jardon

President/CEO
Citrus Health Network, Inc.
4175 West 20th Avenue
Hialeah, Florida 33012
Electronic mail: Mario@citrushealth.com

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 13. AUTONOMY

Both parties agree that this Contract recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

ARTICLE 14. SURVIVAL

The parties acknowledge that any of the obligations in this Contract, including but not limited to Provider's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Provider under this Contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 15. BREACH OF CONTRACT: COUNTY REMEDIES

A. **Breach.** A breach by the Provider shall have occurred under this Contract if: (1) the Provider fails to provide the services outlined in the Scope of Services (**Attachment A**) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the County funds allocated under this Contract; (3) the Provider does not furnish the Certificates of Insurance required by this Contract or as determined by the County's Risk Management Division; (4) if applicable, the Provider does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Contract; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Article 10 of this Contract; (9) the Provider, attempts to meet its obligations under this Contract through fraud, misrepresentation, or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in its Performance Improvement Plan (PIP); (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement, or proof of tax status; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants,

agreements, and stipulations in this Contract; (14) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (**Attachment C)** and the State Affidavits (**Attachment D)** ☐ **Applicable** ☒ **Not Applicable** or (15) the Provider fails to fulfill in a timely and proper manner any or all of its obligations, covenants, agreements and stipulations in this Contract. 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 of this Contract.

In the event that the County determines certain Contract goals (as defined in the Scope of Services) are not being met then the County, in its sole discretion may place the Provider on a Performance Improvement Plan (PIP). The following is a delineation of some instances where a PIP may be required:

a. **HMIS**- Based on Provider's past performance on prior contracts in the area of Homeless Management Information System compliance it is subject to a PIP during this contract term. The Provider is required to submit a Monthly Progress Report and an HMIS-generated Monthly Progress Report for each month of the contract. Compliance will be determined when it is deemed that the two (2) reports are in substantial conformity with each other for a period of two consecutive months. (Substantial conformity as meaning a minimum of 95% accuracy on all elements). At the time of compliance, the Provider shall only be required to submit the HMIS-generated Monthly Progress Report.

☐ **Applicable** ☒ **Not Applicable**

b. **Utilization** – Based on Provider's past performance on prior contracts in the area of utilization compliance, this contract is subject to a PIP. During this contract term, the Provider must submit all invoices in a timely manner. The Provider shall invoice at a rate of 95% of targeted expenditures for the invoicing period. If the Provider fails to comply, all rights to payments will be forfeited if the County so chooses. Failure to submit accurate invoices for appropriately documented and eligible expenditures at a rate of 95% of targeted expenditures by the end of the third quarter of this contract term may result in the termination of this contract by the County.

☐ **Applicable** ☒ **Not Applicable**

c. **Program Performance** – Based on Provider's past performance on prior contracts in the area of program goals and outcome objectives, this Contract is subject to a PIP. During this Contract term, the Provider must achieve those goals specified in the Contract. Performance against these annual goals shall be evaluated on a quarterly basis, and if by the end of the third quarter of the contract period substantial compliance (meeting the targeted goals) is not achieved, it may result in the termination of this contract with the County.

☐ **Applicable** ☒ **Not Applicable**

The above is subject to the review and approval of the County

B. **County Remedies.** If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the

Provider of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) request the return of finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be debarred from county contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. **Authorization to Terminate Contract.** The Mayor or the Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the term of this Contract. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

E. **Damages Sustained.** Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of

the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

ARTICLE 16. TERMINATION FOR CONVENIENCE

The County may terminate this Contract, in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with further expenditure of the funds. Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made it may terminate the grant in its entirety.

The County may also, in its sole discretion, terminate the contract.

The Provider understands and acknowledges that if the County determines in its sole discretion that termination of the Contract is necessary for the healthy, safety, or welfare of the County then it may due so upon twenty-four (24) hours notice to the Provider.

ARTICLE 17. PAYMENT PROCEDURES

The County agrees to pay the Provider for services rendered under this Contract based on the payment schedule, timely provision by the Provider of required reports and of supporting documentation of expenses and activities as described in this Contract, and the line item budget (**Attachment B**). Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

1. **How payment will be made.** Payment requests shall be made to the County on a monthly basis and shall be signed by the Executive Director and the Financial Officer of the Provider, unless otherwise approved in writing, on the form incorporated herein as **Attachment E "Primary Care Invoice for Services"**. The payment request for the previous month is due by the 15th of the month following the month for which payment is invoiced.
2. Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.
3. Maximum monthly reimbursements are limited to ___N/A____.
4. As applicable, during the period of __N/A__ through __N/A__, the Provider will submit a record of those individuals served utilizing Social Security Administration repayments as specified in the Scope of Services. The Provider will utilize these funds to serve those clients as specified and authorized in the Scope of Services
5. __N/A__ Providers with cumulative utilization rates **greater** than ninety percent (90%) during the first nine (9) months of this Contract may exceed this maximum number of billable bed days during the last quarter of the Contract term, up to the total Contract award amount, with the prior approval of the Executive Director of the Homeless Trust.

6. N/A Providers with cumulative utilization rates **lower** than ninety percent (90%) may be subject to a reduction in funding and beds, if deemed necessary by the Miami-Dade County Homeless Trust. Beds and funding may be reprogrammed as necessary and needed within the Continuum of Care. The Miami-Dade County Homeless Trust will conduct a review of the utilization of beds within the first six (6) months of the contract period.
7. Within thirty (30) days of the termination or expiration of this Contract, a final report of expenditures shall be submitted to the County. If after the receipt of such final report, the County determined that the Provider has been paid funds not in compliance with the Contract, and to which it is not entitled, the Provider will be required to return such funds to the County or submit documentation demonstrating that the expenditure was in compliance with this Contract. The County shall have the sole and absolute discretion to determine if the Provider is entitled to such funds and the County's decision in this matter shall be final and binding.

B. **Monies Owed to the County:** The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, the Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved payment plan.

This is a cost-based Contract in which the Provider shall be paid through reimbursement payment based on the budget approved under this Contract and when documentation of completed and satisfactory service delivery is provided. Thus, it is imperative that the Provider maintain appropriate supporting documentation for all expenditures from the beginning of the Contract term (i.e., receipts, bank statements, cancelled checks, employee timesheet, etc.).

The Provider shall submit to the Contract Manager, the Monthly Reimbursement form provided by the County on a monthly basis. Monthly reimbursement requests (both retroactive and current) and accompanying supporting documentation must be received by the County no later than the 15th of the month following the month for which reimbursement is requested.

C. **No Payment of Subcontractors.** In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by the Provider following requirements and limitations as detailed in Article 21 of this Contract.

D. **Processing the Request for Payment.** After the County staff reviews the payment request, the County will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 12 of this Contract, unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of thirty (30) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of

the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

E. **Reporting Requirements.** Failure to submit to the County the reports listed below in a manner deemed correct and acceptable by the County by the 15th day after the end of the month in which the service was delivered, or failure to submit to the County supporting documentation of Contract expenditures or activities within fourteen (14) days of any County request, shall be considered a breach of this Contract and may result in withholding payment, non-payment, or termination of this Contract.

	Applicable as indicated
1. Monthly Payment Requests/Invoice For Services (**Attachment E**)	☒
2. Monthly Performance Reports (**Attachment G**)	☒
3. Outcome Performance Measurements Monthly Report (**Attachment H**)	☐
4. Client Contribution Report (**Attachment I**)	☐
5. Client Attendance Roster (**Attachment J**)	☐
6. Quarterly Vacancy / Permanent Housing Placement Report(**Attachment K**)	☐

Performance Reports. The Provider agrees to participate in the Homeless Management Information System (HMIS) selected and established by the County. Participation will include, but is not limited to, input of client data upon intake, daily updates of bed availability information, as well as updates of client files upon client contact, and maintaining current data for statistical purposes. The Provider understands that they are responsible for any ongoing cost to access the HMIS system. The Provider shall furnish the County with Monthly, Quarterly, and Annual Performance Reports in accordance with the activities and goals detailed in the Scope of Services. The reports shall explain the Provider's progress for the quarter. The data should be quantified when appropriate. The final progress report shall be due no later than thirty (30) days after the expiration or termination of this Contract. Continuation of this Contract and funding is contingent upon meeting established performance goals. Progress reports, produced through the Homeless Management Information System (HMIS) invoices for services and client attendance rosters signed by the Executive Director of the agency shall by submitted by the Provider, as required.

F. **Final Report/Recapture of Funds.** Upon the expiration or termination of this Contract, the Provider shall submit the final Annual Performance Report and Annual Actual Expenditure Report (**Attachment L**) to the County no later than thirty (30) days after the expiration or termination of this Contract. If after receipt of such final reports, the County determines that the Provider has been paid funds not in accordance with the Contract, and to which it is not entitled, the Provider shall return such funds to the County, or the County may reduce, by the amount of such funds, from any subsequent payment to which the Provider is entitled, or the Provider may submit appropriate documentation within seven (7) days of notice from the County. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision on this matter shall be final and binding.

Additionally, any unexpended or unallocated funds shall be recaptured by the County.

Additionally, the Provider agrees to assign any proceeds to the County from any contract, including this Contract, between the County, its agencies or instrumentalities and the Provider or any firm, corporation, partnership or joint venture in which the Provider has a controlling financial interest in order to secure repayment of any reimbursements for services provided under this or any other contract for which the County discovers was not reimbursable through its inspection, review and/or audit pursuant to this Contract.

ARTICLE 18. PROHIBITED USE OF FUNDS

A. **Adverse Actions or Proceeding.** The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. The Provider shall not utilize County funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials.

B. **Religious Purposes.** County funds shall not be used for religious purposes.

C. **Commingling Funds.** The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources. The Provider shall establish a separate account exclusively for receipt of the funds received pursuant to this Contract.

D. **Double Payments.** Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

ARTICLE 19. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW

A. **Certificate of Corporate Status.** The Provider must submit to the Contract Manager, within thirty (30) days from the date of execution of this Contract, a certificate of corporate status in the name of the Provider, which certifies the following: that the Provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Providers most recent annual report has been filed; that its status is active; and that the Provider has not filed Articles of Dissolution.

B. **Board of Director Requirements.** The Provider shall ensure that the Provider's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this Contract funded through County Funds by passage of a formal resolution authorizing execution of this Contract with the County. A copy of this corporate resolution must be submitted to the County prior to contract execution. A current list of the Provider's Board of Directors and officers must be included with the submission. The Provider acknowledges and understands that all contract documents shall be signed by either the Provider's President or Vice President. The Provider's resolution shall at a minimum: list the name(s) of the Board's President, Vice President and, only in the event that the President or Vice President is not available to execute the contract documents, any other persons authorized to execute this Contract on behalf of the Provider; affirmatively state that a quorum was present at the time of

adoption of the resolution; and reference the service categories and dollar amounts in the award, as may be amended.

C. **Proof of Tax Status.** The Provider is required to submit to the County the following documentation: (a) W-9 Form (**Attachment M**); (b) The I.R.S. tax exempt status determination letter; (c) the most recent I.R.S. form 990; (d) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (e) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

D. **Conflicts of Interest.** Section 2-11.1(d) of Miami-Dade County Code as amended, requires any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County competing or applying for any such contract as it pertains to this solicitation, to first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Further, any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Contract voidable.

E. **Accounting Records.** The Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by the Provider for no less than three (3) years beyond the term of this Contract, and shall be made available for review upon request from County authorized personnel.

F. **Financial Audit.** If the Provider has or is required to have an annual certified public accountant's opinion and related financial statements, the Provider agrees to provide these documents to the County no later than one hundred eighty (180) days following the end of the Provider's fiscal year, for each year during which this Contract remains in force or until all funds received pursuant to this Contract have been so audited, whichever is later.

G. **Access to Records: Audit.** The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing or approval. The Provider shall provide access to all of its records which relate to this Contract at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to ensure compliance with applicable accounting and financial standards.

H. **Quarterly Reviews of Expenditures and Records.** The County Commission Auditor may perform quarterly reviews of Provider's expenditures and records. Subsequent payments to the Provider shall be subject to a satisfactory review of Provider's records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Provider agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

I. **Quality Assurance / Recordkeeping.** The Provider shall maintain, and shall require that the Provider's subcontractors and suppliers maintain, complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in the **Attachment A**, Scope of Services, of this Contract. The Provider and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Contract for a period of ☒ three (3) years or ☐ _____ years (for State contracts) from the expiration date of this Contract.

The Provider agrees to participate in evaluation studies, quality management activities, Corrective Action Plan activities, and analyses carried out by or on behalf of the County to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the Provider shall allow authorized County staff involved in such efforts to examine and review the Provider's premises and records.

J. **Confidentiality Requirements.** The Provider shall establish and implement policies and procedures which ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. The policies and procedures must ensure that:

(1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;

(2) Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the County;

(3) Access to confidential information is restricted to authorized personnel of the Provider, the County, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General;

(4) Records are not left unattended in areas accessible to unauthorized individuals;

(5) Access to electronic data is controlled;

(6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating Provider site;

(7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;

(8) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

K. **Monitoring: Management Evaluation and Performance Review.** The Provider agrees to permit County authorized personnel to monitor, review and evaluate the program/work which is the subject of this Contract. The County shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Contract. The Provider shall permit the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time the County may suspend payments or terminate this Contract. The County may conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Contract and funding are dependent upon the County being satisfied with the results of the evaluations.

L. **Client Records.** The Provider shall maintain a separate individual client chart for each client/family served, where appropriate. This client chart shall include all pertinent information regarding case activity. At a minimum, the client chart shall contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the type of service provided. These client charts shall be subject to the audit and inspection requirements under Article 19, Sections F, G and H of this Contract.

M. **Disaster Plan/Continuity of Operations Plan (COOP).** The Provider shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Florida Statutes related to Emergency Management that are applicable to the Provider. The Disaster Plan/COOP must be submitted to the County no later than April 1st of the contract term and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site.

N. Continuum of Care (CoC) Coordinated Intake and Assessment Process

The Provider shall participate in the Continuum of Care's (CoC) Coordinated Intake and Assessment process, to include, but not limited to: participation in the CoC's defined process to make and receive referrals for housing and/or services (including the use of the Homeless Management Information System (HMIS) for such, if required in the Standards of Care); use of any forms required (e.g. Release of Information, Homeless Verification Form, Chronic Homeless Verification Form, etc.); compliance with established Standards of Care (and any revisions thereof) relating to eligibility criteria and timely processing of referrals; and cooperation with established prioritizations for placement.

O. Public Records

Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
(d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

Provider's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Provider does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

ARTICLE 20. Office of Miami-Dade County Inspector General and the Commission Auditor

Miami-Dade County has established the Office of the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector general is empowered to analyze the necessity of and reasonableness of proposed charge orders to the Contract. The Inspector General is empowered to retain the services of

independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontractors and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

ARTICLE 21. SUBCONTRACTORS and ASSIGNMENTS

A. **Subcontracts.** The parties agree that no assignment or subcontract will be made or let in connection with this Contract without the prior written approval of the County in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by all of the terms and conditions of this Contract.

1) If the Provider will cause any part of this Contract to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Provider; and the Provider will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Provider.

2) The Provider, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.

3) Before entering into any subcontract hereunder, the Provider will inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

4) In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Contract.

5) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Contract. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Provider shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations; and the option to pay the Subcontractor directly for the performance by such subcontractor. The foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

B. **Prompt Payments to Subcontractors.** The Provider shall issue prompt payments to subcontractors that are small businesses (annual gross sales of $750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for

suspension or termination of this Contract or debarment.

ARTICLE 22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Provider agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County's orders, statutes, ordinances, rules and regulations that may pertain to the Services required under this Contract, including but not limited to:

a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

b) Miami-Dade County Code, Chapter 11A, including but not limited to Articles III and IV. All Providers and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

c) Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 et seq. of the Code of Miami-Dade County, as amended.

d) Miami-Dade County Code Section 10-38, Debarment of contractors from County work.

e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et seq. Code of Miami-Dade County pertaining to complying with the County's Domestic Leave Ordinance.

f) Miami-Dade County Ordinance 99-152 codified at Section 21-255 et seq. prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

g) Miami-Dade County Resolution 478-12. The Provider will not use products or foods containing "pink slime," as defined in Resolution 478-12 of the Board of Miami-Dade County Commissioners, in food that is provided or served pursuant to this agreement."

Notwithstanding any other provision of this Contract, Provider shall not be required pursuant to this Contract to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Provider, constitute a violation of any law or regulation to which Provider is subject, including but not limited to laws and regulations requiring

that Provider conduct its operations in a safe and sound manner.

ARTICLE 23. MISCELLANEOUS

A. **Publicity.** It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Contract shall recognize and adequately reference the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County (by inserting the Miami-Dade County Homeless Trust Logo on all materials) for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official Miami-Dade County Homeless Trust logo is permissible for the publicity purposes stated herein. Provider shall submit sample or mock up of such publicity or materials to the County for review and approval. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this Contract, are informed that the County is its funding source.

B. **Governing Law and Venue.** This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Contract shall be Miami-Dade County, Florida.

C. **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Contract including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

The County and Provider mutually agree that modification of the Scope of Services, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Contract executed by both parties.

The Mayor or the Mayor's designee is authorized to make modifications to this Contract as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed modifications to this Contract.

D. **Counterparts.** This Contract is executed in three (3) counterparts, and each counterpart shall constitute an original of this Contract.

E. **Headings, Use of Singular and Gender.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

F. **Review of this Contract.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact

that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

G. **The County's Consultant**. The Provider understands that in order to facilitate the implementation of this Contract, the County may from time to time designate in writing a development consultant to work with the Provider. The County's consultant shall be considered the County's designee with respect to all portions of this Contract with the exception of those provisions relating to payment of the Provider for services rendered. The County shall provide written notification to the Provider of the name, address, and employees of the County's consultant.

H. **Contracts with Municipalities or Counties Outside Miami-Dade County to Provide Homeless Housing in Miami-Dade County.** The Provider desiring to transact business or enter into a Contract with the County for the provision of homeless housing and/or services swears, verifies, affirms and agrees that (1) it has not entered into any current contract, arrangement of any kind, or understanding with any municipality outside of Miami-Dade County or any County (collectively "locality") to provide housing and services for homeless persons in Miami-Dade County who are transported to Miami-Dade County by or at the behest of such locality and (2) during the term of this Contract, it will not enter into any such contract, arrangement of any kind, or understanding; provided, however, upon the written request of the Provider prior to entering into such contract, understanding that the County may, in its sole and absolute discretion, find and determine within sixty (60) days of such request that a proposed contract should not be prohibited hereby, as the best interests of the homeless programs undertaken by and on behalf of Miami-Dade County would not be negatively affected by such contract, arrangement, or undertaking.

I. **Incident Reports**. The Provider must report to the Miami-Dade County Homeless Trust information related to **any** critical incidents occurring during the administration of its programs. The Provider is to utilize the "Incident Report" form attached as **Attachment N**. In addition to reporting this incident to the appropriate authorities, the Provider must within twenty-four (24) hours of any incident, submit in writing a detailed account of the incident. This incident report should be addressed to the County. This incident report should be addressed to Miami-Dade County Homeless Trust, 111 NW First Street, 27th Floor, Suite 310, Miami, Florida 33128; telephone (305) 375-1490 and facsimile (305) 375-2722.

J. **Totality of Contract / Severability of Provisions.** This Contract and Attachments, with it recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

K. **Property.** This section applies to equipment with an acquisition cost of $5,000 or more per unit and all real property.

a. Any real property under the Provider's control that was acquired/improved in whole or in part with funds from the Homeless Trust and any equipment purchased for $5,000 or more shall be disposed of, at the expiration or termination of this contract, in accordance with instruction from the Homeless Trust. Real Property is defined as land, including land improvements, structures, and appurtenances thereto, including movable machinery and equipment. Equipment means tangible, nonexpendable,

personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

b. All equipment with an acquisition cost of $5,000 or more per units and all real property purchased in whole or in part with funds from this and previous contracts with the Homeless Trust, or transferred to the Provider t after being purchased in whole or in part with funds from the Homeless Trust shall be listed in the property records of the Provider and shall include a legal description, size, date of acquisition, value at time of purchase, owner's name if different from the Provider, information on the transfer or disposition of the property, and map indicating whether property is in parcels, lots or blocks and showing adjacent streets and roads. Notwithstanding documentation required for reimbursement purposes, a copy of the purchase receipt for any asset described above purchased with Homeless Trust funds must also be included in the Provider's monthly reimbursement package submitted to the Homeless Trust in the month in which the item was purchased along with the "Provider Asset Inventory" **(Attachment O).**

c. All equipment with an acquisition cost of $5,000 or more per unit and all real property shall be inventoried annually by the Provider and an inventory report shall be submitted to the Homeless Trust. This report shall include the elements listed in the paragraph listed above.

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Miami Dade County Affidavits
Attachment D:	State Affidavits **(NOT APPLICABLE)**
Attachment E:	Primary Care Invoice for Services **(Not Applicable)**
Attachment F:	Monthly Payment Requests Reports
Attachment G:	Monthly Performance Reports
Attachment H:	Outcome Performance Measurements Monthly Report **(Not Applicable)**
Attachment I:	Client Contribution Report **(Not Applicable)**
Attachment J:	Client Attendance Roster **(Not Applicable)**
Attachment K:	Vacancy/Permanent Housing Placement Report (Quarterly) **(Not Applicable)**
Attachment L:	Annual Performance Report & Annual Actual Expenditure Report
Attachment M:	W-9 Form
Attachment N:	Incident Report
Attachment O:	Provider Asset Inventory Report
Attachment P:	Client Services Certification Form

No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Contract, along with all of its Attachments, effective as of the contract date herein above set forth.

CITRUS HEALTH NETWORK, INC.

By: Mario Jordan
Name: Mario Jordan, LCSW
Title: President & CEO
Date: 2/24/14

Attest: Authorized Person OR Notary Public

Print Name:
Title:

Corporate Seal OR Notary Seal/Stamp:

MIAMI-DADE COUNTY

By:
Name: Russell Benford
Title: Deputy Mayor
Date: 2/25/14

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By:
Print Name:

Citrus Health Network
SCOPE OF SERVICES

Housing Assistance Network of Dade ("HAND")

Citrus Health Network will serve a projected 100 households (300 persons) with prevention and rapid re-housing tenant-based rent assistance and other financial assistance and support services, utilizing ESG and Homeless Trust matching funds. The program is designed to prevent homelessness and to decrease any length of stay in homeless shelters. There is a centralized intake site, in the form of a hotline that screens callers and links them to the appropriate provider in the community. As the same time, in keeping with the "no wrong door" approach, the program is also designed to be readily accessible through known service providers in the community that are conveniently located and have other supplemental services available. Therefore the application can be completed at various sites around the County.

This program is based on the data and philosophy that most homelessness is caused by poverty and lack of affordable housing. Therefore more emphasis is placed on providing housing assistance than on any other service. It is considered a "Service-Enriched Housing Model" using the "Housing First" approach, with the goal of helping the household stabilize their housing first and then addressing the secondary needs once they are housed. It is also based on the premise that a program needs to address the unique needs of individual clients. Housing is provided with coordinated access to optional services in the community. Organizations that specialize in meeting the needs of special populations are integrated into the system to ensure that supportive services are available through those other community resources.

Households can seek help more than once as long as they have not exceeded the HUD maximum assistance levels. Rent assistance is limited to Fair Market Rent. The program does not require that a tenant have an income in order to qualify, but they are required to work with their case manager in developing a plan for self-sufficiency. The tenant is incentivized to increase their income because rental assistance automatically decreases each month.

Persons must meet the minimum eligibility criteria of the HUD Emergency Solutions Grant Program as described in the program regulations set forth in 24 CFR 576. The program has very broad eligibility criteria, which is designed to meet the housing needs of various high risk groups rather than screening them out. The rental assistance levels are adjusted depending on the needs of the household. Certain groups are considered as being at higher risk of homelessness, therefore maybe provided additional levels of assistance. These groups include: persons with a disabilities and persons who are unemployed or recently homeless.

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

FY 2013 Scope of Services
Citrus Health Network, Inc.
January 1, 2013 – December 31, 2013

1.	- ACTIVITY TITLE:	Housing Assistance Network of Dade (HAND), I
	IDIS #:	N/A
	RESOLUTION #:	#R-627-13
	DUNS #:	12-2720287
	ACTIVITY #	
2.	- ACTIVITY DESCRIPTION:	Provide financial assistance to prevent homelessness and to rapidly re-house persons who are homeless. Assistance will include rent, utilitites, security deposit, moving and storage. Limited to persons that are extremely low-income
	2a – Activity Category:	Housing
	2b. – Objective:	Decent Housing
	2c. – Outcome:	Affordability
3.	- APPROVED BY BCC:	Amount: $309,467 Source: CDBG FY: 2013
	Other Funding Source and Amount:	
4.	- FY 2013 FUNDING REQUESTED::	$550,000
5.	- HUD INFORMATION:	
	5a. – HUD matrix code:	05S- rental Housing Subsidies
	5b. – HUD Activity Type:	LMH-Low Mod Housing
	5c. – Eligibility	570.201(e)
6.	- ACCOMPLISHMENTS:	
	6a. – Number of Units:	191
	6b. – Type:	Households
7.	- NATIONAL OBJECTIVE:	
	Total # of Low/Mod in Service Area:	n/a
	Census Tract:	16.01
	Block Group:	4
8.	- ACTIVITY ADDRESS:	240 East 1st Avenue, Hialeah, Fl 33010
9.	- LOCATION:	
	NRSA (Activity located in):	
	District: (Activity located in):	13
10.	- LABOR STANDARD applicable	N/A
	Type of Work:	

☐ Building ☐ Residential ☐ Highway ☐ Heavy

11. Set aside units different from total units

12. INSURANCE REQUIREMENTS: Worker's Compensation Insurance, Commercial General Liability Insurance, Auto mobility Liability Insurance and Professional Liability Insurance. See attachment for detailed requirements

PROJECT MANAGER: Maritza Zuaznabar

Planner (Signature)

Supervisor, Resident Services, Community Planning & Outreach (Signature)

Citrus Health Network
SCOPE OF SERVICES

Housing Assistance Network of Dade ("HAND")

Citrus Health Network will serve a projected 100 households (300 persons) with prevention and rapid re-housing tenant-based rent assistance and other financial assistance and support services, utilizing ESG and Homeless Trust matching funds. The program is designed to prevent homelessness and to decrease any length of stay in homeless shelters. There is a centralized intake site, in the form of a hotline that screens callers and links them to the appropriate provider in the community. As the same time, in keeping with the "no wrong door" approach, the program is also designed to be readily accessible through known service providers in the community that are conveniently located and have other supplemental services available. Therefore the application can be completed at various sites around the County.

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SPECIAL PROGRAMS

ATTACHMENT B, BUDGET

2013 Rapid Rehousing		Annual	Miami Dade County ESG	Match from Miami Dade County H Trust
Housing Stabilization				
Program Administrator		65000		$ 65,000
Service Eligibility Coordinator (60% of 1 FTE)	1	45000	$ 27,000	
Case Manager	1			$ 34,000
Accounting (60% of .5 FTE)	0.5	45000		$ 13,500
SEC Clerk 1 FTE	1	30000		$ 30,000
Personnel Subtotal			$ 27,000	$ 142,500
Fringe @20%			$ 5,400	$ 28,500
Partner Case Managers			$ 2,000	$ 3,000
Office Supplies and equip			$ 2,512	
Housing Stabilization Subtotal			**$ 36,912**	**$ 174,000**
Tenant-Based Rental Assistance				
Rent, utilities, deposits, inspections, rent surveys			$ 143,288	$ 150,000
TOTAL RAPID RE-HOUSING			**$ 180,200**	**$ 324,000**
Prevention				
Housing Stabilization				
Service Eligibility Coordinator (40% of 1 FTE)	1	45000	$ 18,000	
Service Eligibility Case Manager (for EFSP)	0.5	45000		$ 22,500
Partner Case Managers			$ 2,000	$ 1,500
Accounting (40% of .5FTE)	0.5	45000		$ 9,000
Personnel Subtotal			$ 20,000	$ 33,000
Fringe @20%			$ 3,600	$ 6,300
Housing Stabilization Subtotal			**$ 23,600**	**$ 39,300**
Tenant-Based Rental Assistance				
Rent, utilities, deposits, inspections, rent surveys			$ 90,365	$ 170,000
TOTAL PREVENTION			**$ 113,965**	**$ 209,300**
HMIS				
Data Entry Clerk	1	25000		$ 12,500
Fringe @ 20%				$ 2,500
Administration				
Acct, Occupancy, HR, Admin, Insurance, Legal, etc			**$ 15,482**	**$ 45,000**
			$ 309,647	**$ 578,300**

NAME OF AGENCY: Citrus Health Network, Inc.
SERVICE PERIOD: HUD ESG 2013
Name of Grant: Emergency Solutions Grant
Total Award Amount: $126,792

		Annual	City of Miami ESG	City of Miami Match SSVF	City of Miami Match HTrust
Rapid Rehousing					
Housing Stabilization					
Program Administrator (.80FTE)		65000	$ -		
Service Eligibility Coordinator (40% of .5 FTE)	0.5	45000	$ -		$ 9,000
Case Manager (SSVF)	1		$ -	$ 35,000	
Accounting (40% of .5 FTE)	0.5	45000	$ -		$ 9,000
SEClerk			$ -		
Personnel Subtotal			$ -	$ 45,400	$ 18,000
Fringe @20%			$ -	$ 9,080	$ 3,600
Partner Case Managers			$ 1,500		
Occupancy and utilities					
Housing Stabilization Subtotal			**$ 1,500**	**$ 54,480**	**$ 21,600**
Tenant-Based Rental Assistance					
Rent, utilities, deposits, inspections, rent surveys			$ 25,000		$ 25,000
TOTAL RAPID RE-HOUSING			**$ 26,500**	**$ 54,480**	**$ 46,600**
Prevention					
Housing Stabilization					
Service Eligibility Coordinator (60% of .5FTE)	0.5	45000			$ 13,500
Partner Case Managers			$ 1,500		$ 40,000
Accounting (60% of .5FTE)	0.5	45000			$ 13,500
Personnel Subtotal			$ 1,500		$ 67,000
Fringe @20%					$ 13,400
Housing Stabilization Subtotal			**$ 1,500**		**$ 147,400**
Tenant-Based Rental Assistance					
Rent, utilities, deposits, inspections, rent surveys			$ 89,735		
TOTAL PREVENTION			**$ 91,235**		**$ 147,400**
Administration					
Acct, Occupancy, HR, Admin, Insurance, Legal, etc			**$ 9,057**		
Total			**$ 126,792**	**$ 54,480**	**$ 194,000**
		Total Match		$ 248,480	

Rapid Rehousing	2013	Annual	Hialeah ESG	Hialeah Match Htrust
Housing Stabilization				
Service Eligibility Coordinator (60% of 1 FTE)	1	45000		27000
Accounting Clerk (60%)	1	24960		14976
Personnel Subtotal			0	41976
Fringe @20%			0	8395.2
Partner Case Managers			500	
Office Supplies and equip			300	
Housing Stabilization Subtotal			$ 800	$ 50,371
Tenant-Based Rental Assistance				
Rent, utilities, deposits, inspections, rent surveys			$ 25,000	
TOTAL RAPID RE-HOUSING			$ 25,800	$ 50,371
Prevention				
Housing Stabilization				
Service Eligibility Coordinator (40% of 1 FTE)	1	45000		18000
Partner Case Managers		500		
Accounting (40% of .5FTE)	1	24960		9984
Personnel Subtotal			0	27984
Fringe @20%			0	5596.8
Housing Stabilization Subtotal			$ -	$ 33,581
Tenant-Based Rental Assistance				
Rent, utilities, deposits, inspections, rent surveys			88950	55000
TOTAL PREVENTION			$ 88,950	$ 88,581
Emergency Shelter/Motel			24327	
Data Entry	0.25	25000		6250
Fringe				1250
Administration				
Acct, Occupancy, HR, Admin, Insurance, Legal, etc (7.5%)			$ 7,320	
			$ 146,397	$ 146,452
Total Match			$ 146,452	

GRANT CONTRACT

This Grant Contract (the "Contract" or "Grant Agreement") is made and entered into as of this 20th day of March, 2014, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), having its principal office at 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128 and **Camillus House, Inc./FEIN#: 65-0032862**, a corporation organized and existing under the laws of the State of Florida, having its principal office at **1603 NW 7th Avenue, Miami, Florida 33136** ("Provider"), states conditions and covenants for the rendering of human and social services ("Services") for the County.

WHEREAS, the Provider provides or will develop social services of value to the County and has demonstrated an ability or desire to provide these services; and

WHEREAS, the County is desirous of assisting the Provider in providing those services and the Provider is desirous of providing such services; and

WHEREAS, due to a reduction in funding for the 2013 Emergency Solutions Grant (ESG) program this operating year, which provides operational funding for the Beckham Hall Program and the ongoing need for services provided by this program, the Miami-Dade County Homeless Trust approved gap funding in the amount of $175,000 (Attachment A-2) subject to the approval by the Miami-Dade County Board of County Commissioners (BCC); and

WHEREAS, the County has appropriated grant funds for the proposed services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Grant Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Agreement" "Contract" or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Services **Attachment A** and the Budget Documents **Attachment B** and all other attachments hereto, as well as all amendments or budget revisions issued hereto.

b) The words "Contract Manager" shall mean Miami-Dade County's Director of the Homeless Trust ("County") or the Director's designee, or the duly authorized representative designated to manage the Contract.

c) The word "Days" shall mean Calendar Days, unless otherwise specifically noted.

d) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Provider to the County for review and approval pursuant to the terms of this Contract.

e) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Contract Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Contract Manager.

f) The words "Effective Term" shall mean the date on which this Contract is effective, including start date and end date.

g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.

i) The words "Scope of Services" shall mean the document appended hereto as **Attachment A**, which details the work to be performed by the Provider.

j) The word "subcontractor" or "sub consultant" shall mean any person, entity, firm or corporation, other than the employees of the Provider, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privities of contract with the Provider.

k) The words "Work", "Services" "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Contract.

ARTICLE 2. AMOUNT PAYABLE. Subject to available funds, the maximum amount payable for services rendered under this contract shall not exceed:

1. GAP FUNDING FOR THE 2013 EMERGENCY SOLUTIONS GRANT	**$175,000.00**

Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County. Availability of funding shall be determined in the County's sole discretion.

All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense.

It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

The County, at its sole discretion, may allow Provider an advance of N/A once the Provider has

submitted an appropriate request and submitted an invoice in the form required by the County.

ARTICLE 3. SCOPE OF SERVICES

The Provider shall render services in accordance with the Scope of Services incorporated herein and attached hereto as **Attachment A.**

The Provider shall implement the Scope of Services as described in **Attachment A** in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not be effective until approved by the County and Provider in writing.

ARTICLE 4. BUDGET SUMMARY

The Provider agrees that all expenditures or costs shall be made in accordance with the Budget for the provision of services in accordance with Attachment A, the "Scope of Services". The Budget is attached hereto and incorporated herein as **Attachment B.**

The parties agree that the Provider will provide eighty-eight (88) beds of emergency housing, with supportive services, to single adult homeless men and women (sixty-four (64) male beds and twenty-four (24) female beds).

The parties agree that the Provider may, with the County's prior written approval; revise the schedule of payments or the line item budget, and such revision shall not require an amendment to this Contract.

Pursuant to Board of Miami-Dade County Commissioners Resolution 630-13, the Provider will submit a detailed project budget, and sources and uses statement as Attachment B-1, which shall be sufficiently detailed to show (i) the total project cost, (ii) the amount of funds to be used for administrative and overhead costs, (iii) whether the County funds will be 'gap' funds meaning that they would be the last remaining funds needed to ensure funding for the total project cost, (iv) any profit to be made by the Provider, and (v) the amount of funds devoted toward the provision of the desired services or activities.

The County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Provider's headquarters and any location or site where the services contracted for under this Agreement are performed.

ARTICLE 5. EFFECTIVE TERM

Both parties agree that the Effective Term of this Contract shall commence on **October 1, 2013** and terminate at the close of business on **September 30, 2014**. Contingent on the existence of sufficient funding, performance and the approval of the County, this Contract may be extended at the County's sole discretion.

ARTICLE 6. INDEMNIFICATION BY PROVIDER

A. **Government Entity.** Government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat.

B. **All Other Providers.** Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

C. **Term of Indemnification.** The provisions of Article 6 shall survive the expiration or termination of this Contract.

ARTICLE 7. INSURANCE

If the total dollar value of all County contracts with the Provider exceeds $25,000 then the following insurance coverage is required:

A. **Government Entity.** If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes. The provider shall also furnish the County, upon request, written verification of Workers Compensation protection in accordance with Florida Statutes, Chapter 440.

B. **All Other Providers.**

1. Minimum Insurance Requirements: Certificates of Insurance. The Provider shall submit to Miami-Dade County, c/o Miami Dade County Homeless Trust (COUNTY), 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128-1994, original Certificate(s) of

Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

A. All insurance certificates must list the County as "Certificate Holder" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

B. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statutes, Chapter 440.

C. Commercial General Liability Insurance in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Contract, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For Providers supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is $500,000.

E. Professional Liability Insurance in the name of the Provider, when applicable, in an amount not less than $250,000.

F. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division.

OR

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and must be a member of the Florida Guaranty Fund.

G. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the Certificate Holder.

H. Compliance with the foregoing requirements shall not relieve the Provider of its liability and obligations under this Section or under any other section of this Contract.

I. The County reserves the right to inspect the Provider's original insurance policies at any time during the term of this Contract.

J. Applicability of this Article to Providers whose combined total award for all services funded under this Contract exceeds a $25,000 threshold. In the event that the Provider whose original total combined award in less than $25,000, but receives additional funding during the contract period which makes the total combined award exceed $25,000, then the requirements in this Article shall apply.

K. **Failure to Provide Certificates of Insurance.** The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Contract. If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Contract.

ARTICLE 8. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County or any federal, state or local law or regulation to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish to the County a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement at the County's discretion.

B. Background Screening. The Provider agrees to comply with all applicable federal, state and local laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. Provider's failure to comply with any

applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended form time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees, volunteers and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

ARTICLE 9. CONFLICT OF INTEREST

A. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

B. No person under the employ of the County, who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, any personal financial interest, direct or indirect, in this Contract.

C. Nepotism. Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year.

No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

D. No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program. Staff members, or their immediate family members (spouse, children, siblings, mother or father) of Homeless Trust funded programs, who are eligible for and wish to receive services from a Homeless Trust funded program must receive the approval of the Executive Director of their employer (i.e. the Provider) prior to applying for and receiving those services. This approval must be in writing and accompany any referral for such services. Any Provider knowingly accepting a referral of an employee of a Homeless Trust funded program, and providing services without the written approval of the Executive Director of the Provider, will be subject to

the recoupment/disallowance by the County of any funds paid for services to this individual and/or their immediate family member. When the services are to be provided at the same agency the employee works for, this information must be disclosed in writing to the director of the Homeless Trust, which shall be reviewed for eligibility determination and a sign off must come from the County. This provision does not apply to staff members seeking emergency shelter, medical or legal services. Providers must complete a Client Services Authorization Form **(Attachment P)** for staff members seeking services.

ARTICLE 10. CIVIL RIGHTS

The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the Provider must submit an affidavit attesting that it is not in violation of the Acts. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the Provider.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

ARTICLE 11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI)" and/or "Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by

law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Provider and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the client for review;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books, and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Provider must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information. Provider must post, and distribute upon request to service recipients, a copy of the County's Notice of Privacy Practices.

ARTICLE 12. NOTICE REQUIREMENTS

Notice under this Contract shall be sufficient if made in writing, delivered personally or sent via U.S. mail, electronic mail, facsimile, or certified mail with return receipt requested and postage prepaid, to the parties at the following addresses (or to such other party and at such other address as a party may specify by notice to others) and as further specified within this Contract. If notice is sent via electronic mail or facsimile, confirmation of the correspondence being sent will be maintained in the sender's files.

If to the COUNTY:

Miami-Dade County
Homeless Trust 111 N.W. 1st Street, 27th Floor
Miami, Florida 33128
Attention: Hilda M. Fernandez, Executive Director
Electronic mail: HildaFernandez@miamidade.gov

If to the PROVIDER:

Dr. Paul Ahr
President/CEO
Camillus House, Inc.
1603 NW 7th Avenue
Miami, Florida 33136
Electronic mail: dr.paul@camillus.org

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 13. AUTONOMY

Both parties agree that this Contract recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or

instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

ARTICLE 14. SURVIVAL

The parties acknowledge that any of the obligations in this Contract, including but not limited to Provider's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Provider under this Contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 15. BREACH OF CONTRACT: COUNTY REMEDIES

A. **Breach.** A breach by the Provider shall have occurred under this Contract if: (1) the Provider fails to provide the services outlined in the Scope of Services (**Attachment A**) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the County funds allocated under this Contract; (3) the Provider does not furnish the Certificates of Insurance required by this Contract or as determined by the County's Risk Management Division; (4) if applicable, the Provider does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Contract; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Article 10 of this Contract; (9) the Provider, attempts to meet its obligations under this Contract through fraud, misrepresentation, or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in its Performance Improvement Plan (PIP); (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement, or proof of tax status; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Contract; (14) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (**Attachment C)** and the State Affidavits (**Attachment D)** ☐ **Applicable** ☒ **Not Applicable** or (15) the Provider fails to fulfill in a timely and proper manner any or all of its obligations, covenants, agreements and stipulations in this Contract. 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 of this Contract.

In the event that the County determines certain Contract goals (as defined in the Scope of Services) are not being met then the County, in its sole discretion may place the Provider on a Performance Improvement Plan (PIP). The following is a delineation of some instances where a PIP may be required:

a. **HMIS**- Based on Provider's past performance on prior contracts in the area of Homeless Management Information System compliance it is subject to a PIP

during this contract term. The Provider is required to submit a Monthly Progress Report and an HMIS-generated Monthly Progress Report for each month of the contract. Compliance will be determined when it is deemed that the two (2) reports are in substantial conformity with each other for a period of two consecutive months. (Substantial conformity as meaning a minimum of 95% accuracy on all elements). At the time of compliance, the Provider shall only be required to submit the HMIS-generated Monthly Progress Report.

☐ **Applicable** ☒ **Not Applicable**

b. **Utilization** – Based on Provider's past performance on prior contracts in the area of utilization compliance, this contract is subject to a PIP. During this contract term, the Provider must submit all invoices in a timely manner. The Provider shall invoice at a rate of 95% of targeted expenditures for the invoicing period. If the Provider fails to comply, all rights to payments will be forfeited if the County so chooses. Failure to submit accurate invoices for appropriately documented and eligible expenditures at a rate of 95% of targeted expenditures by the end of the third quarter of this contract term may result in the termination of this contract by the County.

☐ **Applicable** ☒ **Not Applicable**

c. **Program Performance** – Based on Provider's past performance on prior contracts in the area of program goals and outcome objectives, this Contract is subject to a PIP. During this Contract term, the Provider must achieve those goals specified in the Contract. Performance against these annual goals shall be evaluated on a quarterly basis, and if by the end of the third quarter of the contract period substantial compliance (meeting the targeted goals) is not achieved, it may result in the termination of this contract with the County.

☐ **Applicable** ☒ **Not Applicable**

The above is subject to the review and approval of the County

B. **County Remedies.** If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) request the return of finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider

shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be debarred from county contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. **Authorization to Terminate Contract.** The Mayor or the Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the term of this Contract. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

E. **Damages Sustained.** Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

ARTICLE 16. TERMINATION FOR CONVENIENCE

The County may terminate this Contract, in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with further expenditure of the funds. Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made it may terminate the grant in its entirety.

This Contract is subject to the ratification and approval by the Miami-Dade County Board of County Commissioners and shall be void unless approved by the Board of County Commissioners.

The County may also, in its sole discretion, terminate the contract.

The Provider understands and acknowledges that if the County determines in its sole discretion that termination of the Contract is necessary for the healthy, safety, or welfare of the County then it may due so upon twenty-four (24) hours notice to the Provider.

ARTICLE 17. PAYMENT PROCEDURES

The County agrees to pay the Provider for services rendered under this Contract based on the payment schedule, timely provision by the Provider of required reports and of supporting documentation of expenses and activities as described in this Contract, and the line item budget (**Attachment B**). Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

1. **How payment will be made.** Payment requests shall be made to the County on a monthly basis and shall be signed by the Executive Director and the Financial Officer of the Provider, unless otherwise approved in writing, on the form incorporated herein as **Attachment E "Primary Care Invoice for Services"**. The payment request for the previous month is due by the 15th of the month following the month for which payment is invoiced.
2. Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.
3. Maximum monthly reimbursements are limited to ___N/A____.
4. As applicable, during the period of _N/A_ through _N/A_, the Provider will submit a record of those individuals served utilizing Social Security Administration repayments as specified in the Scope of Services. The Provider will utilize these funds to serve those clients as specified and authorized in the Scope of Services
5. _N/A_ Providers with cumulative utilization rates **greater** than ninety percent (90%) during the first nine (9) months of this Contract may exceed this maximum number of billable bed days during the last quarter of the Contract term, up to the total Contract award amount, with the prior approval of the Executive Director of the Homeless Trust.
6. _N/A_ Providers with cumulative utilization rates **lower** than ninety percent (90%) may be subject to a reduction in funding and beds, if deemed necessary by the Miami-Dade County Homeless Trust. Beds and funding may be reprogrammed as necessary and needed within the Continuum of Care. The Miami-Dade County Homeless Trust will conduct a review of the utilization of beds within the first six (6) months of the contract period.
7. Within thirty (30) days of the termination or expiration of this Contract, a final report of expenditures shall be submitted to the County. If after the receipt of such final report, the County determined that the Provider has been paid funds not in compliance with the Contract, and to which it is not entitled, the Provider will be required to return such funds to the County or submit documentation demonstrating that the expenditure was in compliance with this Contract. The County shall have the sole and absolute discretion to determine if the Provider is

entitled to such funds and the County's decision in this matter shall be final and binding.

B. **Monies Owed to the County:** The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, the Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved payment plan.

This is a cost-based Contract in which the Provider shall be paid through reimbursement payment based on the budget approved under this Contract and when documentation of completed and satisfactory service delivery is provided. Thus, it is imperative that the Provider maintain appropriate supporting documentation for all expenditures from the beginning of the Contract term (i.e., receipts, bank statements, cancelled checks, employee timesheet, etc.).

The Provider shall submit to the Contract Manager, the Monthly Reimbursement form provided by the County on a monthly basis. Monthly reimbursement requests (both retroactive and current) and accompanying supporting documentation must be received by the County no later than the 15th of the month following the month for which reimbursement is requested.

C. **No Payment of Subcontractors.** In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by the Provider following requirements and limitations as detailed in Article 21 of this Contract.

D. **Processing the Request for Payment.** After the County staff reviews the payment request, the County will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 12 of this Contract, unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of thirty (30) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

E. **Reporting Requirements.** Failure to submit to the County the reports listed below in a manner deemed correct and acceptable by the County by the 15th day after the end of the month in which the service was delivered, or failure to submit to the County supporting documentation of Contract expenditures or activities within fourteen (14) days of any County request, shall be considered a breach of this Contract and may result in withholding payment, non-payment, or termination of this Contract.

	Applicable as indicated
1. Monthly Payment Requests/Invoice For Services (**Attachment E**)	☒
2. Monthly Performance Reports (**Attachment G**)	☒
3. Outcome Performance Measurements Monthly Report (**Attachment H**)	☐
4. Client Contribution Report (**Attachment I**)	☐
5. Client Attendance Roster (**Attachment J**)	☐
6. Quarterly Vacancy / Permanent Housing Placement Report(**Attachment K**)	☐

Performance Reports. The Provider agrees to participate in the Homeless Management Information System (HMIS) selected and established by the County. Participation will include, but is not limited to, input of client data upon intake, daily updates of bed availability information, as well as updates of client files upon client contact, and maintaining current data for statistical purposes. The Provider understands that they are responsible for any ongoing cost to access the HMIS system. The Provider shall furnish the County with Monthly, Quarterly, and Annual Performance Reports in accordance with the activities and goals detailed in the Scope of Services. The reports shall explain the Provider's progress for the quarter. The data should be quantified when appropriate. The final progress report shall be due no later than thirty (30) days after the expiration or termination of this Contract. Continuation of this Contract and funding is contingent upon meeting established performance goals. Progress reports, produced through the Homeless Management Information System (HMIS) invoices for services and client attendance rosters signed by the Executive Director of the agency shall by submitted by the Provider, as required.

F. **Final Report/Recapture of Funds.** Upon the expiration or termination of this Contract, the Provider shall submit the final Annual Performance Report and Annual Actual Expenditure Report (**Attachment L**) to the County no later than thirty (30) days after the expiration or termination of this Contract. If after receipt of such final reports, the County determines that the Provider has been paid funds not in accordance with the Contract, and to which it is not entitled, the Provider shall return such funds to the County, or the County may reduce, by the amount of such funds, from any subsequent payment to which the Provider is entitled, or the Provider may submit appropriate documentation within seven (7) days of notice from the County. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision on this matter shall be final and binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

Additionally, the Provider agrees to assign any proceeds to the County from any contract, including this Contract, between the County, its agencies or instrumentalities and the Provider or any firm, corporation, partnership or joint venture in which the Provider has a controlling financial interest in order to secure repayment of any reimbursements for services provided under this or any other contract for which the County discovers was not reimbursable through its inspection, review and/or audit pursuant to this Contract.

ARTICLE 18. PROHIBITED USE OF FUNDS

A. **Adverse Actions or Proceeding.** The Provider shall not utilize County funds to

retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. The Provider shall not utilize County funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials.

B. **Religious Purposes.** County funds shall not be used for religious purposes.

C. **Commingling Funds.** The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources. The Provider shall establish a separate account exclusively for receipt of the funds received pursuant to this Contract.

D. **Double Payments.** Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

ARTICLE 19. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW

A. **Certificate of Corporate Status.** The Provider must submit to the Contract Manager, within thirty (30) days from the date of execution of this Contract, a certificate of corporate status in the name of the Provider, which certifies the following: that the Provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Providers most recent annual report has been filed; that its status is active; and that the Provider has not filed Articles of Dissolution.

B. **Board of Director Requirements.** The Provider shall ensure that the Provider's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this Contract funded through County Funds by passage of a formal resolution authorizing execution of this Contract with the County. A copy of this corporate resolution must be submitted to the County prior to contract execution. A current list of the Provider's Board of Directors and officers must be included with the submission. The Provider acknowledges and understands that all contract documents shall be signed by either the Provider's President or Vice President. The Provider's resolution shall at a minimum: list the name(s) of the Board's President, Vice President and, only in the event that the President or Vice President is not available to execute the contract documents, any other persons authorized to execute this Contract on behalf of the Provider; affirmatively state that a quorum was present at the time of adoption of the resolution; and reference the service categories and dollar amounts in the award, as may be amended.

C. **Proof of Tax Status.** The Provider is required to submit to the County the following documentation: (a) W-9 Form (**Attachment M**); (b) The I.R.S. tax exempt status determination letter; (c) the most recent I.R.S. form 990; (d) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (e) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

D. **Conflicts of Interest.** Section 2-11.1(d) of Miami-Dade County Code as amended, requires any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County competing or applying for any such contract as it pertains to this solicitation, to first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Further, any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Contract voidable.

E. **Accounting Records.** The Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by the Provider for no less than three (3) years beyond the term of this Contract, and shall be made available for review upon request from County authorized personnel.

F. **Financial Audit.** If the Provider has or is required to have an annual certified public accountant's opinion and related financial statements, the Provider agrees to provide these documents to the County no later than one hundred eighty (180) days following the end of the Provider's fiscal year, for each year during which this Contract remains in force or until all funds received pursuant to this Contract have been so audited, whichever is later.

G. **Access to Records: Audit.** The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing or approval. The Provider shall provide access to all of its records which relate to this Contract at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to ensure compliance with applicable accounting and financial standards.

H. **Quarterly Reviews of Expenditures and Records.** The County Commission Auditor may perform quarterly reviews of Provider's expenditures and records. Subsequent payments to the Provider shall be subject to a satisfactory review of Provider's records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Provider agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

I. **Quality Assurance / Recordkeeping.** The Provider shall maintain, and shall require that the Provider's subcontractors and suppliers maintain, complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in the **Attachment A**, Scope of Services, of this Contract. The Provider and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Contract for a period of ☒ three (3) years or ☐ _____ years (for State contracts) from the expiration date of this Contract.

The Provider agrees to participate in evaluation studies, quality management activities, Corrective Action Plan activities, and analyses carried out by or on behalf of the County to evaluate the effectiveness of client service(s) or the appropriateness and quality of

care/service delivery. Accordingly, the Provider shall allow authorized County staff involved in such efforts to examine and review the Provider's premises and records.

J. **Confidentiality Requirements.** The Provider shall establish and implement policies and procedures which ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. The policies and procedures must ensure that:

(1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;

(2) Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the County;

(3) Access to confidential information is restricted to authorized personnel of the Provider, the County, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General;

(4) Records are not left unattended in areas accessible to unauthorized individuals;

(5) Access to electronic data is controlled;

(6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating Provider site;

(7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;

(8) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

K. **Monitoring: Management Evaluation and Performance Review.** The Provider agrees to permit County authorized personnel to monitor, review and evaluate the program/work which is the subject of this Contract. The County shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Contract. The Provider shall permit the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to the Provider and the Provider will rectify all deficiencies

cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time the County may suspend payments or terminate this Contract. The County may conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Contract and funding are dependent upon the County being satisfied with the results of the evaluations.

L. **Client Records.** The Provider shall maintain a separate individual client chart for each client/family served, where appropriate. This client chart shall include all pertinent information regarding case activity. At a minimum, the client chart shall contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the type of service provided. These client charts shall be subject to the audit and inspection requirements under Article 19, Sections F, G and H of this Contract.

M. **Disaster Plan/Continuity of Operations Plan (COOP).** The Provider shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Florida Statutes related to Emergency Management that are applicable to the Provider. The Disaster Plan/COOP must be submitted to the County no later than April 1st of the contract term and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site.

N. Continuum of Care (CoC) Coordinated Intake and Assessment Process

The Provider shall participate in the Continuum of Care's (CoC) Coordinated Intake and Assessment process, to include, but not limited to: participation in the CoC's defined process to make and receive referrals for housing and/or services (including the use of the Homeless Management Information System (HMIS) for such, if required in the Standards of Care); use of any forms required (e.g. Release of Information, Homeless Verification Form, Chronic Homeless Verification Form, etc.); compliance with established Standards of Care (and any revisions thereof) relating to eligibility criteria and timely processing of referrals; and cooperation with established prioritizations for placement.

O. Public Records

Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
(d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the

performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

Provider's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Provider does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

ARTICLE 20. Office of Miami-Dade County Inspector General

Miami-Dade County has established the Office of the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector general is empowered to analyze the necessity of and reasonableness of proposed charge orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain

to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontractors and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

ARTICLE 21. SUBCONTRACTORS and ASSIGNMENTS

A. **Subcontracts.** The parties agree that no assignment or subcontract will be made or let in connection with this Contract without the prior written approval of the County in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by all of the terms and conditions of this Contract.

1) If the Provider will cause any part of this Contract to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Provider; and the Provider will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Provider.

2) The Provider, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.

3) Before entering into any subcontract hereunder, the Provider will inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly

comply with the requirements of this Contract.

4) In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Contract.

5) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Contract. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Provider shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations; and the option to pay the Subcontractor directly for the performance by such subcontractor. The foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

B. **Prompt Payments to Subcontractors.** The Provider shall issue prompt payments to subcontractors that are small businesses (annual gross sales of $750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Contract or debarment.

ARTICLE 22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Provider agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County's orders, statutes, ordinances, rules and regulations that may pertain to the Services required under this Contract, including but not limited to:

a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

b) Miami-Dade County Code, Chapter 11A, including but not limited to Articles III and IV. All Providers and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

c) Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 et seq. of the Code of Miami-Dade County, as amended.

d) Miami-Dade County Code Section 10-38, Debarment of contractors from County work.

e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et seq. Code of Miami-Dade County pertaining to complying with the County's Domestic Leave Ordinance.

f) Miami-Dade County Ordinance 99-152 codified at Section 21-255 et seq. prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

g) Miami-Dade County Resolution 478-12. The Provider will not use products or foods containing "pink slime," as defined in Resolution 478-12 of the Board of Miami-Dade County Commissioners, in food that is provided or served pursuant to this agreement."

Notwithstanding any other provision of this Contract, Provider shall not be required pursuant to this Contract to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Provider, constitute a violation of any law or regulation to which Provider is subject, including but not limited to laws and regulations requiring that Provider conduct its operations in a safe and sound manner.

ARTICLE 23. MISCELLANEOUS

A. **Publicity.** It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Contract shall recognize and adequately reference the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County (by inserting the Miami-Dade County Homeless Trust Logo on all materials) for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and

stationery. The use of the official Miami-Dade County Homeless Trust logo is permissible for the publicity purposes stated herein. Provider shall submit sample or mock up of such publicity or materials to the County for review and approval. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this Contract, are informed that the County is its funding source.

B. **Governing Law and Venue.** This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Contract shall be Miami-Dade County, Florida.

C. **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Contract including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

The County and Provider mutually agree that modification of the Scope of Services, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Contract executed by both parties.

The Mayor or the Mayor's designee is authorized to make modifications to this Contract as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed modifications to this Contract.

D. **Counterparts.** This Contract is executed in three (3) counterparts, and each counterpart shall constitute an original of this Contract.

E. **Headings, Use of Singular and Gender.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

F. **Review of this Contract.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

G. **The County's Consultant**. The Provider understands that in order to facilitate the implementation of this Contract, the County may from time to time designate in writing a development consultant to work with the Provider. The County's consultant shall be considered the County's designee with respect to all portions of this Contract with the exception of those provisions relating to payment of the Provider for services rendered. The County shall provide written notification to the Provider of the name, address, and employees of the County's consultant.

H. **Contracts with Municipalities or Counties Outside Miami-Dade County to Provide Homeless Housing in Miami-Dade County.** The Provider desiring to transact business or enter into a Contract with the County for the provision of homeless housing and/or services swears, verifies, affirms and agrees that (1) it has not entered into any current contract, arrangement of any kind, or understanding with any municipality outside of Miami-Dade County or any County (collectively "locality") to provide housing and services for homeless persons in Miami-Dade County who are transported to Miami-Dade County by or at the behest of such locality and (2) during the term of this Contract, it will not enter into any such contract, arrangement of any kind, or understanding; provided, however, upon the written request of the Provider prior to entering into such contract, understanding that the County may, in its sole and absolute discretion, find and determine within sixty (60) days of such request that a proposed contract should not be prohibited hereby, as the best interests of the homeless programs undertaken by and on behalf of Miami-Dade County would not be negatively affected by such contract, arrangement, or undertaking.

I. **Incident Reports.** The Provider must report to the Miami-Dade County Homeless Trust information related to **any** critical incidents occurring during the administration of its programs. The Provider is to utilize the "Incident Report" form attached as **Attachment N**. In addition to reporting this incident to the appropriate authorities, the Provider must within twenty-four (24) hours of any incident, submit in writing a detailed account of the incident. This incident report should be addressed to the County. This incident report should be addressed to Miami-Dade County Homeless Trust, 111 NW First Street, 27th Floor, Suite 310, Miami, Florida 33128; telephone (305) 375-1490 and facsimile (305) 375-2722.

J. **Totality of Contract / Severability of Provisions.** This Contract and Attachments, with it recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

K. **Property.** This section applies to equipment with an acquisition cost of $5,000 or more per unit and all real property.

a. Any real property under the Provider's control that was acquired/improved in whole or in part with funds from the Homeless Trust and any equipment purchased for $5,000 or more shall be disposed of, at the expiration or termination of this contract, in accordance with instruction from the Homeless Trust. Real Property is defined as land, including land improvements, structures, and appurtenances thereto, including movable machinery and equipment. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

b. All equipment with an acquisition cost of $5,000 or more per units and all real property purchased in whole or in part with funds from this and previous contracts with the Homeless Trust, or transferred to the Provider t after being purchased in whole or in part with funds from the Homeless Trust shall be listed in the property records of the Provider and shall include a legal description, size, date of acquisition, value at time of purchase, owner's name if different from the Provider, information on the transfer or disposition of the property, and map indicating whether property

is in parcels, lots or blocks and showing adjacent streets and roads. Notwithstanding documentation required for reimbursement purposes, a copy of the purchase receipt for any asset described above purchased with Homeless Trust funds must also be included in the Provider's monthly reimbursement package submitted to the Homeless Trust in the month in which the item was purchased along with the "Provider Asset Inventory" (**Attachment O**).

c. All equipment with an acquisition cost of $5,000 or more per unit and all real property shall be inventoried annually by the Provider and an inventory report shall be submitted to the Homeless Trust. This report shall include the elements listed in the paragraph listed above.

Attachment A:	Scope of Services
Attachment A-1:	2013 Emergency Solutions Grant Agreement (ESG)
Attachment A-2:	Miami-Dade County Homeless Trust Board Approval Minutes
Attachment B:	Budget
Attachment C:	Miami-Dade County Affidavits
Attachment D:	State Affidavits **(NOT APPLICABLE)**
Attachment E:	Primary Care Invoice for Services
Attachment F:	Monthly Payment Requests Reports
Attachment G:	Monthly Performance Reports
Attachment H:	Outcome Performance Measurements Monthly Report **(Not Applicable)**
Attachment I:	Client Contribution Report **(Not Applicable)**
Attachment J:	Client Attendance Roster **(Not Applicable)**
Attachment K:	Vacancy/Permanent Housing Placement Report (Quarterly) **(Not Applicable)**
Attachment L:	Annual Performance Report & Annual Actual Expenditure Report
Attachment M:	W-9 Form
Attachment N:	Incident Report
Attachment O:	Provider Asset Inventory Report
Attachment P:	Client Services Certification Form

No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Contract, along with all of its Attachments, effective as of the contract date herein above set forth.

CAMILLUS HOUSE, INC.

By: _____
Name: Paul R. Ahr, Ph.D.
Title: President and CEO
Date: 3.10.2014

Attest: _____
Authorized Person OR
Notary Public

Print Name: Eduardo Gloria
Title: Notary Public

Corporate Seal OR Notary Seal/Stamp:

EDUARDO GLORIA
Notary Public - State of Florida
My Comm. Expires Feb 3, 2016
Commission # EE 161963
Bonded Through National Notary Assn.

MIAMI-DADE COUNTY

By: _____
Name: Russell Benford
Title: Deputy Mayor
Date: 3/12/14

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: _____
Print Name: _____

CAMILLUS HOUSE, INC.
SCOPE OF SERVICES
EMERGENCY SHELTER BEDS BECKHAM HALL PROGRAM
CONTRACT#: PC-1314-CMESG2013-BH

The Provider agrees to provide emergency shelter bed services to homeless, single individuals (males and females) referred by the Miami-Dade County Homeless Trust to the Provider. In addition, the Provider agrees to have the flexibility to change the use of the beds to other targeted categories as may be needed or requested. The Provider agrees to provide **eighty-eight (88) beds** per day, unless the Provider has obtained prior, written consent from the Homeless Trust to offer a different number of beds for a certain length of time as specified in the Homeless Trust's written consent. The beds will be located at **2735 NW 10TH Avenue, Miami, Florida 33127.**

Primary Care services will include but not limited to:

1) Emergency housing (limited up to a sixty (60) day stay per client) unless extension is requested by the Provider and expressly agreed to by the County;
2) At least two prepared meals, or the provisions for the preparation of two meals, daily;
3) Case management, information and referral to ancillary services; independent living skills preparation;
4) Client transportation, when necessary;
5) Health, substance abuse, mental health screening;
6) Medical and health care services;
7) Assessments and development of case plans;
8) Clinical and psychiatric services;
9) Advocacy role to assist client in receiving entitlements (i.e., SSI, VA, TANF, Medicaid and other entitlements);
10) Referral to educational, recreational and vocational services, as appropriate;
11) Referral to transitional and/or advanced care housing and follow-up for at least ninety (90) days following placement into a transitional housing and/or an advanced care bed.

CONDITIONS:

1) Referrals and placements should be made through the Continuum of Care's Coordinated Outreach and Placement process (through Trust-contracted outreach teams: Miami Homeless Assistance Program (MHAP), Citrus Health Network Coordinated Outreach and The City of Miami Beach).

2) Any self-referrals into these beds MUST be approved by the Miami-Dade County Homeless Trust prior to placement.

3) Daily bed availability must be reported by no later than 9:00 a.m. each morning via email to the City of Miami, City of Miami Beach and Citrus Health Network, Inc. outreach teams and the Miami-Dade County Homeless Trust.

4) All client placements MUST be documented with a homeless verification form.

5) The provider will provide flexibility in placement times at the facility with intake hours seven (7) days a week, subject to the availability of space and staff. After hours placements may take place up to 10:00 p.m. with sufficient notice to ensure presence of qualified staff to conduct the intake and admissions processes.

6) The Provider shall participate in the County-sponsored Homeless Management Information System (HMIS); client information shall be updated as appropriate to ensure accurate service information.

7) All client cases/records must be closed within the Homeless Management Information System (HMIS) within seventy-two (72) hours as per the current Standards of Care for Emergency Housing and/or the HMIS data standards, or as may be amended by the Miami-Dade County Homeless Trust.

8) The Provider shall, within twenty-four (24) hours of intake, conduct an orientation with the client, of the facility (ies) and services they provide, and indicate such on the Provider's intake form.

9) In the event that cumulative bed utilization rates for the eighty-eight (88) contracted beds are lower than ninety-five percent (95%) both parties shall meet on an as needed basis to discuss remedies. If the implementation of these remedies does not bring utilization rates to a 95% level, the contract may be subject to a reduction in bed capacity and funding may be reduced in a manner reflective of the reduced capacity. It is understood that the first thirty (30) days of the contract are considered a start-up period and utilization rates during the first thirty (30) days shall be considered100% as long as all appropriate referrals are accepted.

10) Reimbursement shall be limited to sixty (60) days per client, unless otherwise agreed to in writing by the County. A written request for extension must be submitted for approval.

11) Reimbursement shall be made only for housing and services actually provided to client, unless the County agrees, in writing, to another mode of payment or for an advance as may be provided for in this Agreement.

12) Monthly progress reports produced by the Homeless Management Information System (HMIS), invoices for services and client attendance rosters signed by the Executive Director of the agency shall be submitted by the Provider, as required.

13) The Provider, or representative of the Provider, shall participate in all Homeless Trust sponsored provider meetings and/or trainings.

ATTACHMENT A

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

MIAMI-DADE COUNTY

FY 2013 Scope of Services
Camillus House, Inc.
January 1, 2013-December 31, 2013

1.	- ACTIVITY TITLE:	Beckham Hall Emergency Shelter-2013
	IDIS #:	N/A
	RESOLUTION #:	#R-627-13
	DUNS #:	130769149
	ACTIVITY #	
2.	- ACTIVITY DESCRIPTION:	Emergency shelter and supportive services for 88 single men and women who are homeless (extremely low income) countywide
	2a – Activity Category:	Public Facilities and Capital Improvements
	2b. – Objective:	Decent Housing
	2c. – Outcome:	Affordability
3.	- APPROVED BY BCC:	Amount: $464,470 Source: ESG FY: 2013
	Other Funding Source and Amount:	
4.	- DY 2013 FUNDING REQUESTED:	$763,500
	PROJECT COST:	
5.	- HUD INFORMATION:	
	5a. – HUD matrix code:	N/A
	5b. – HUD Activity Type:	N/A
	5c. – Eligibility	N/A
6.	- ACCOMPLISHMENTS:	
	6a. – Number of Units:	350
	6b. – Type:	people
7.	- NATIONAL OBJECTIVE:	
	Total # of Low/Mod in Service Area:	1814
	Census Tract:	29
	Block Group:	
8.	- ACTIVITY ADDRESS:	County wide
9.	- LOCATION:	2735 NW 10 Avenue, Miami, FL 33127
	NRSA: (Activity located);	
	District: (Activity located);	3
10.	- LABOR STANDARD applicable	N/A
	Type of Work:	

☐ Building ☐ Residential ☐ Highway ☐ Heavy

11. Set aside units different from total units

12. INSURANCE REQUIREMENTS: Worker's Compensation Insurance, Commercial General Liability Insurance, Auto mobility Liability Insurance and Professional Liability Insurance. See Attachment for detailed requirements.

COMMENTS

PROJECT MANAGER: Maritza Zuaznabar

Planner (Signature)

Supervisor, Resident Services, Community Planning & Outreach (Signature)

ESG 2012 Scope of Services
January 1, 2013 – December 31, 2013

Name of Department:	Miami-Dade Housing and Community Development
Activity Title:	Beckham Hall Emergency Shelter (ESG 2013)
FY 2013 Funding Amount:	$464,470.00

1. Agency Information:

Provide a brief description of your department.

Camillus House has provided humanitarian services to the poor and homeless populations of Miami-Dade County, Florida for more than 49 years. Established by the Brothers of the Good Shepherd in 1960, Camillus House has grown steadily over the years from a small soup kitchen into a full service center offering a comprehensive continuum of care for persons who are poor and homeless. Fully integrated programs and services are provided through multiple core competency areas:

Comprehensive Healing

Institute of Social and Personal Adjustment (ISPA) (addiction, mental health, and co-occurring disorders, residential/outpatient treatment, HIV/AIDS services)

Camillus Health Concern (primary health care, oral health, social services)

Continuum of Housing

Supportive Housing (transitional and permanent housing)

Emergency Housing (90-day and overnight shelter)

Compassionate Hospitality

Direct Care Ministries (clothing, showers, emergency assistance, and case management)

Food Services (meals, food pantry, food distribution)

Career Help

Job Opportunity Bureau (GED classes, job development, industry specific on-the-job training)

Camillus House has extensive experience in developing, implementing, and managing housing and treatment services targeting the chronically homeless population. Today Camillus operates 870 beds countywide and serves more than 12,000 individuals each year. The organization's success can be attributed to many factors. Clients are served with a unique mix of faith-based compassion and leading, clinically-proven treatment modalities. Camillus' long history in the community has provided much opportunity to establish trust and rapport with the homeless population. Persons who are formerly homeless are employed at all levels, including within management and consumer groups which meet on a regular basis providing ongoing feedback and advice.

The Beckham Hall Emergency Shelter program outlined in this proposal provides services to a total of 88 homeless individuals (64 men and 24 women) at any given time.

2. Proposed Activity:

Provide a brief description of the proposed activity, including who will carry it out, how low-to-moderate income persons will be served, and the location of the activity. Include the estimated number of clients benefiting from the activity and other measurable outcomes, if applicable.

For facility improvement or construction activities, please provide a scope of work for each county-owned facility and describe the type of work to be performed (specify if it is new construction or facility improvements), the location of the site, and who the facility will serve.

The Beckham Hall Emergency Shelter will provide services to a total of 88 persons at any given time, or a total of 200 persons on an annual basis. The target population for the Beckham Hall Emergency Shelter program is single, homeless adult men and women. This coed program will have 64 beds available for men and 24 beds available for women.

While many of the clients who access emergency shelter at Beckham Hall fit the definition of chronically homeless persons, services are not designated specifically for this target population. The Beckham Hall facility is made up of dormitory style rooms and is therefore not suitable for housing families. This program can only serve single men and women.

3. Service Area/Address:

Describe the area to be served by the activity or provide the site address.

Services will take place at the Beckham Hall Emergency Shelter facility locaterd at 2735 NW 10th Avenue, Miami, Florida 33127.

Indicate if the activity will serve or is located in a Neighborhood Revitalization Strategy Area (NRSA) and/or a Eligible Block Area (See Attachment D for maps of the NRSAs and a list of the eligible block groups).

1. Opa-locka
2. West Little River
3. ModelCity
4. Melrose
5. South Miami
6. Perrine
7. Goulds
8. Leisure City/Naranja
9. Eligible Block Areas

4. Expected Accomplishments per Quarter:

Please provide unduplicated counts for the proposed accomplishments.

1st Quarter: 50 persons who are homeless	50
2nd Quarter: 50 persons who are homeless	100
3rd Quarter: 50 persons who are homeless	150

4th Quarter: 50 persons who are homeless	200
Total for FY 2011:	200
Of the total persons/households served, indicate the percent that are expected to be low-to-moderate income.	100%
Estimated Completion Date (For Public Facility Improvements Only):	

5. Eligibility and National Objective

Under the national objective that benefits low and moderate income person, activities must be categorized under one of the following: 1)Low-Mod Area Benefit; 2) Low-Mod Clientele; 3) Low-Mod Jobs; or 4) Low-Mod Housing. Please indicate which of the following applies to your activity (For assistance, see Attachment C to identify the national objective for your department's activity).

☐ 1. Low-Mod Area Benefit (LMA)- Such activities must benefit all the residents of a pre-determined area, where at least 51% of the residents are very low to moderate income persons. In addition, the area must be primarily residential. InMiami-DadeCounty, the areas that meet the LMA criteria include the NRSAs and the Eligible Block Groups (See Attachment D for a list of these areas). Countywide activities cannot be LMA. Examples of LMA activities include: street improvements, sidewalks, park improvements, and other public improvements that are available to all residents of the pre-defined area. Such activities are required to provide a certificate of completion or a certificate of occupancy when completed. If the activity is an LMA, please identify the NRSA or Eligible Block Groups to be served in question 3 above.

✓ 2. Low-Mod Clientele (LMC) – Such activities benefit a limited clientele or a specific segment of the population. Examples include shelters for abused spouses, senior centers, or services for juveniles. New construction or improvements to public facilities, such as senior centers or head start facilities are considered LMC activities. To be funded as an LMC, an activity must meet one of the criteria listed below. Please indicate which applies to your activity:

- ✓ Facility or service only benefits low-to-moderate income people/households (100% of the clients served are low-to-moderate income). This requires the agency to provide client intake forms with information on family size and income, as well as income verification documentation for 100% of the clients; or
- At least 51% of the users of the facility or service are low-to-moderate income. In order to confirm that at least 51% of the clients are low-to-moderate income, the agency must provide client intake forms with information on family size and income, as well as income verification documentation for all participants; or
- The activity is one in which HUD "presumes" that 51% of the users are lower income. HUD "presumes" that at least 51% of persons in any one or a combination of the categories listed below are low- and moderate-income (24 CFR 570.208(a) (2) (i) (A). Indicate the category that applies to your activity.

  - ☐ Abused children,
  - ☐ Battered spouses,
  - ☐ Elderly persons (family whose head, spouse, or sole member is a person aged 62 or older),
  - ☐ Severely disabled,
  - ☐ Homeless persons,
  - ☐ Illiterate adults,
  - ☐ Persons living with AIDS,
  - ☐ Migrant farm workers

Describe below how the program is designed to serve the presumed population listed above and the number of clients served (unduplicated).

The Beckham Hall facility is made up of dormitory style rooms and is therefore not suitable for housing families. This program can only serve single men and women most of whom come referred from Camillus' street shelter located at 726 NE 1st Avenue in downtown Miami. The program provides emergency housing.

Specific services offered include:

Independent Living Skills Training: Case Mangers currently alternate providing life skills training. All clients participate in a formal life skills training program during their first week in the program and at various intervals throughout.

Vocational Training / Employment Placement / Services: Case managers provide job readiness training and skills development services. Linkages are established with Miami Dade County Public Schools, Transitions, Inc., and other community resources to assist with vocational development and employment placement as needed. The Job Opportunity Bureau, which serves the clients of Beckham Hall, provides various vocational training tracks that assist the clients with developing both employability skills and job specific training. The Clinical Case Manager conducts psychological, educational, social, and vocational assessments for each client as part of a comprehensive approach in helping individuals identify potential career paths and developing personal goals.

Educational Services: Referrals are made to various agencies based on individual client need.

Emergency and Non-Emergency Medical Services: Camillus Health Concern currently keeps five (5) standing appointments per week for Beckham Hall clients. Additional referrals for appropriate services are made based on individual client needs.

Permanent Housing Placement Assistance: The Housing Case Manger focuses specifically on the provision of these services for each client, upon completion of the program.

Job Retention and Income Enhancement Services: Case Managers work with clients as needed to include these services in their individual care plans.

Persons with HIV/AIDS are able to receive housing through Beckham Hall as long as they are able to meet Beckham Hall's eligibility criteria. Additional case management services are available to help individuals access all the benefits and services they need. Camillus House provides referrals to local providers of Ryan White case management as necessary through the Camillus Health Concern.

☐ 3. Low-Mod Housing (LMH)–Such activities include the construction or rehabilitation of permanent residential structures which will be or are occupied by low-to-moderate income households. Agencies must: 1) screen households for family size and income eligibility; 2) provide records on the total cost of the activity, including CDBG and non-CDBG funds; 3) maintain a written agreement indicating that the total number of dwelling units will be occupied by low and moderate income households after the assistance is provided; 4) for rental housing, maintain records on rent charged for each dwelling unit; 5) for multifamily buildings (3 or more units), it must be demonstrated that at least 51% of the units will be occupied by low-to-moderate-income households.At this time, the County is not funding the new construction of homeownership units.

☐ 4. Low-Mod Jobs (LMJ) - All Economic Development activities must create or retain permanent jobs for low-to-moderate income persons, as defined by US HUD. (Jobs are to be counted on a full-time-equivalent basis.)At least 51% of the jobs created or "retained" as a result of the CDBG assistance must be either filled by or "available to" low and moderate income individuals. Jobs may be "Available to" a low-moderate income person, if the job does not require special skills or additional education or, the business agrees to hire someone and train them for the job. In addition, low and moderate income individuals must get first consideration for filling the job. Agencies will be required to collect "Job Creation Forms" from each person hired, with information on income and family size. They will also be required to collect household income verification documentation.

Ellis, Terrell T. (HT)

From: Eduardo Gloria <eduardog@camillus.org>
Sent: Wednesday, December 11, 2013 3:24 PM
To: Ellis, Terrell T. (HT)
Cc: Fernandez, Hilda M. (HT); Felix Manlunas; Irma Middleton
Subject: Beckham Hall Payments - Trust portion
Attachments: Draw 1 - $48,787.42 & Draw2 - $52,073.81 - Submitted Sept. 6, 2013.pdf

Hello Terrell,

As you know, the Trust allocated $175K to Beckham Hall for calendar year 2013 operations to cover the funding gap created by recent HUD cuts to ESG. The table below shows how the Beckham program has been funded this year.

Miami-Dade PHCD (ESG 2013)	464,470
Miami-Dade PHCD (ESG 2011)	100,862
Miami-Dade Homeless Trust	175,000
Total:	740,332

We have prepared and submitted most of the invoices drawing down the PHCD funding and are preparing to do the same with the Trust portion of the funding. We have an established system with PHCD which includes the following:

- Monthly Progress Report
- Detailed summary sheet of expenses (Payment request form)
- Copies of time sheets; cancelled checks; and receipts for all expenses

The attached pdf shows samples of the first two documents I listed. Can you please tell us if we can submit for payment to the Trust using the same format?

Eddie Gloria , MPA | Vice President of Strategy Management | Camillus House | www.camillus.org
Office: 305.374.1065 ext. 220 | Cell: 786.300.6380 | eddieg@camillus.org

ATTACHMENT A-2

MIAMI-DADE COUNTY HOMELESS TRUST
JOINT FINANCE & AUDIT AND EXECUTIVE COMMITTEE
MEETING MINUTES FOR SEPTEMBER 16, 2013

The following members present:

Steven Leifman, Chairman
Rabbi Solomon Schiff
Mayor Tomás Regalado
Ronald L. Book, Esq.
Violet Ryland for Gilda Ferradaz

The following persons were present:

Violet Ryland
Holly Woodbury
Dan Vincent
Sergio Tórres
Lázaro Trueba
Lisa Magrino
Olga Golik, Esq.
Bobbie Ibarra
Constance Collins
Sarah Ingle
Lisa Mozloom
Gilda Ferradaz
Mike Pimentel
Liz Regalado
Hilda M. Fernández
César Deville
Maggie Olano, Rec. Sec.

I. Welcome And Introductions

Rabbi Schiff called the meeting to order at 9:48 a.m., welcomed everyone and proceeded to consider the meeting agenda. Mr. Vincent introduced Lisa Magrino, who has assumed the position of COO at Chapman Partnership.

II. Approval of Minutes

Rabbi Schiff inquired if there were any questions, comments or changes to the June 25th Joint Executive and Finance Committee and the July 1st Executive Committee minutes; not hearing any **Judge Leifman made a motion to approve both of the meeting minutes. Ms. Ryland seconded the motion. All members present approved the motion set forth unanimously.**

III. Economic Indicator Report

Mr. Deville referred members and guests to the Food & Beverage Collection and Distribution Report and provided a brief synopsis of the report. The Food & Beverage Tax collection decreased in August by -9.92% as compared to August, 2012. The year-to-date figure represents an increase of 4.6%, representing $15,425,731 in collections. Mr. Deville stated there is only one month left in the fiscal year, and in order to reach the projected revenue collection of $16.9 million provided by the Budget Office, the Tax would have to experience a 28% increase over the September, 2012 collection, which is not likely to happen (never has before). This will affect the department's previous unencumbered carryover, which was projected to be $2.6 for this year, and can consequently affect the gaps and services funded with the carryover. The final September tax collection will determine the amount of any decrease. An inquiry has been made to the Tax Collector's office as to potential reason for the decrease. Ms. Fernandez reminded members and guests that, except for $800,000, all the unencumbered carryover was expended in the budget; adjustments will need to be made to the budget, accordingly, should revenues come in lower than budgeted. This means that the $800,000 carryover balance could be expended. The Tax Equalization Reserve balance will remain intact for now. During a brief discussion among members, it was suggested it might be good to have the Food & Beverage Tax collection compared to other taxes (such as the hotel tax), and for the Office of Management & Budget to readjust next year's projections. Mr. Deville reminded members that overall there is still an increase over last year's tax revenue.

Mr. Deville then continued to review the remainder of the report, which includes the National, State, and local unemployment rates; and the frequency, duration, and utilization of the Helpline calls.

IV. 3rd Quarter Financial Report

(Mr. Book joined the meeting at 10 a.m., took over the chairman duties, and Ms. Fernandez summarized the discussion prior to his arrival) Mr. Deville referred members and guests to the memo and report provided in the meeting packet detailing the department's financial status during the third quarter beginning April 1, 2013 through June 30, 2013. There is a total of $10.7 million in revenue and $9.4 million in expenses. Mr. Deville

then reviewed the spreadsheet that reflects the approved budget amount, the third quarter figures, the year-to-date balances, and the percent expended. It was noted that the meter program reflects a negative amount because 100% of the donations collected was applied toward the 44 family bed unit at Chapman Partnership. The expenses have occurred as expected. Third Quarter figures (revenue less expenses) total $1.3 million and year-to-date expenses are $10.5 million. Ms. Fernandez added that $30,739 of the donation meter revenue has been applied toward the 44 family bed units as of the third quarter. Ms. Fernandez explained the adjustments necessary due to the decreased tax collection. In response to the Committee's inquiries, Mr. Deville stated that the End of Year balance of Fund 150 Sub-Fund 150, the Capital Replacement Reserve and Tax Equalization Reserve funds respectively is approximately $7 million. Mr. Book commented that any reference to a $13 million surplus by anyone is a gross misstatement of the facts.

V. PROPOSED ADJUSTMENTS TO FY2012-13 AND FY2013-14

Ms. Fernandez referred members and guests to the memo and attachments provided in the meeting packet and briefly explained the budget process, specifically when it involves changes and adjustments. Due to the early commencement of the budget process, the Board approved the Operation and Capital Budget for FY 2013-14 on July 1, 2013 with several proposed changes. Subsequent to this approval additional changes had to be addressed, which included US HUD's grant adjustments (Planning Grant and HMIS Plus), the ESG reduction and the allocation of Food Beverage carryover dollars for that funding gap, and Hotel-Motel additional funding request.

(a) ESG Allocation/Distribution

Ms. Fernandez provided a detailed explanation of prior the budget funding allocation and recommended funding adjustments made concerning the ESG (Emergency Solutions Grant) with intermittent questions and clarifications. As members may recall, $900,000 from the unencumbered carryover was recommended and approved to address the ESG funding reductions to the three (3) entitlement jurisdictions (City of Miami, Hialeah, and the County), which impact current homeless prevention and rapid re-housing program, the Miami Homeless Assistance Program (MHAP Outreach), and the Beckham Hall Emergency Shelter. The allocation approved by the Board was $175,000 for homeless prevention, $475,000 for rapid re-housing (slightly more than the anticipated gap), $100,000 for Beckham Hall, and $150,000 for MHAP Outreach (leaving a gap of less than $23,000). Ms. Fernandez referred committee members and guests to Attachment A and reviewed the funding shifts. The main concern is any potential loss of beds at Beckham Hall. The revised allocation would transfer $75,000 to Beckham Hall. The County's Public Housing and Community Development has identified prior year unexpended ESG funds that will provide some of the gap funding. In the coming year, the number of beds at Beckham Hall will be reduced through attrition. The adjusted funding allocation will result in $879,592,000 in funding for the ESG project gaps, leaving an unallocated amount of $20,048 which was being recommended for the Hotel/Motel Program. It was noted that, but for this funding, the City of Miami Homeless Program would lose seven to eight staff members; this would still leave a gap in funding. **Rabbi Schiff made a motion to approve staff recommendations as presented and outlined in the memo. Judge Leifman seconded the motion.** There was a lengthy discussion regarding adjustments and options. Ms. Fernandez clarified questions concerning adjustments and options, except those under a Cone of Silence related to an ongoing County procurement process. The motion was amended so that the allocation of funds be conditional on the commitment of the remaining $22,493 gap from the City of Miami and that the $20,048 in hotel/motel funds come from the Food & Beverage Tax. **All member's present approved the motion set forth with the proposed amendment unanimously.**

(b) Planning Grant

Ms. Fernandez reminded members that the Continuum of Care was recently awarded a Planning Grant to assist the Continuum with its objectives (primarily to enhance coordination efforts, improve survey data collection and census, technical assistance for Homeless Youth Count, procurement of hardware and software upgrade, evaluate and upgrade our standards of care and performance measures). Ms. Fernandez then explained the recommendations in detail that included the following:

1. Request Letters of Interest for needed consulting work and training needed that cannot be performed through the current technical assistance provider, not to exceed $10,000

2. *(Mr. Book disclosed that the University of Miami is a client of his in Tallahassee, Florida and recused himself)* Enter into an agreement with the University of Miami to provide an evaluation and analysis of the Youth Count process and data (already engaged through the Miami Coalition for Homeless)
3. Develop a preliminary agreement with 100,000 Homes for the implementation of their concept in our community and authority to negotiate the agreement.

Rabbi Schiff made a motion to approve staff recommendations as presented and outlined in the memo. Judge Leifman Schiff seconded the motion. There was a brief discussion regarding the technical assistance role and the 100,000 Homes model. Ms. Fernandez responded to concerns and questions and reminded members that this strategy is in line with US HUD's goal of ending chronic homelessness by 2015. **All members present approved the motion set forth unanimously.**

(c) **Hotel/Motel**

Ms. Fernandez provided a detailed explanation of prior funding allocations and recommended funding shifts. There was an allocation of $150,000 to the MHAP Hotel/Motel Program during the current fiscal year with a remaining balance of $14,952. With this change, a total of $650,000 for hotel/motel has been funded by the Homeless Trust. As noted in Attachment B, following a need and use analysis, an additional $180,048 is needed to end the fiscal year (total gap $195,000).The City of Miami Office of Community and Economic Development has identified prior year unexpended funds to fill some of the gap and has prepared an agenda item for their October Commission meeting. As noted in Attachment C, unexpended MOU and ID program funds can be used to cover $60,000 of the gap ($40,000 and $20,000 respectively). The $20,048 balance had been recommended to be provided from funds previously identified for ESG match for Rapid Re-housing and homeless prevention. The remaining $100,000 requires a City Commission approval. **Judge Leifman made a motion to approve the adjustments as presented and outlined, however to reverse the adjustment of $20,048 from Rapid Rehousing for the ESG gap and take that amount the from Reserve instead of Rapid Re-housing (in addition of the $150,000 for the City of Miami Hotel/Motel Program previously allocated).** In response to the discussion today, Mr. Torres made several comments and clarifications regarding the present staffing and operation of the Miami Homeless Assistance Program. **All members present approved the motion set forth unanimously.**

VI. RESULTS: HOMELESS CENSUS AUGUST 29, 2013 AND YOUTH COUNT

Mr. Book made several comments and thanked Ms. Ibarra and the staff of the Miami Coalition for the Homeless for work in the Youth I-Count and everyone else involved. Ms. Fernandez referred members and guests to the memo and attachments provided in the meeting packet and provided a description of the methodology and synopsis of the Homeless Count & Youth I-Count that took place August 29th through August 30th. Overall there were 848 people counted out on the street, this is an overall reduction of 46 people as compared to last summer. The City of Miami and South Dade numbers were up and the numbers in North Dade and Miami Beach decreased. The total number of sheltered homeless people is 3,103, representing an increase of 334 people. The combined total is 3,951 representing an overall increase of 288 people. The increase appears to be attributed to the expansion of emergency beds and the increased number of families in hotels from 16 last year to 146 this year. Ms. Fernandez responded to questions regarding the identification of the chronically homeless that likely suffer from substance abuse, mental illness, and/or co-occurring disorders, and how long people have been out on the street. Staff is developing new approaches to address the chronically homeless population and data collection methods, including an expansion of the registry discussed later in the agenda. Mr. Book stated there was recent poll where six (6) questions were asked of an unrepresentative sample of 1.700 people. Within those questions, there was a misleading push-question that asked: if they would support a plan to get people off the street if the subjects knew that there has been an 83% increase of homeless people in the last four (4) years on the street. Mr. Book stated that he was offended by this attempt (by an unknown group) to distort the facts.

VII. CHAPMAN PARTNERSHIP OPERATIONS AGREEMENT RENEWAL

Ms. Fernandez referred members and guests to the memo and attachment provided in the meeting packet and provided a brief background of the initial agreement and the subsequent renewal terms and prior renewals in 1998 and in 2003 where there was an amendment acknowledging that the construction of a third facility was

no longer required. In 2003, the County exercised its renewal option and approved two (2) five-year renewal periods, which expire in December of 2013. In addition to Chapman Partnership meeting all performance requirements, Chapman has been an integral part in the provision of service to the community. **Judge Leifman made a motion to approve staff recommendations as presented and outlined in the memo (to approve the remaining two (2) five-year extensions). Rabbi Schiff seconded the motion.** Mr. Book made several remarks of the experience with Chapman and the valuable service provided to the community made possible with their partnership, and thanked them. **All members present approved the motion unanimously.** Judge Leifman commented that Chapman Partnership's quality of service and competence is unparalleled, truly remarkable.

VIII. STATE AND FEDERAL LEGISLATIVE PRIORITIES

Ms. Fernandez referred members and guests to the memo and attachment provided in the meeting packet and provided a synopsis of the County's annual requirement to submit to the Office of Legislative Affairs a proposal for State and Federal Legislative and appropriations requests by and through the County's lobbying team. Attached are this year's priorities, which includes items of keen interest, such as the Crisis Outplacement Beds of the Jail Diversion Program; the re-implementation of the Gap Program, and Coalition funding. Mr. Book stated there are some pending appropriation issues that need to be discussed with Kelly Mallette and Jess McCarthy prior to submission. **Judge Leifman made a motion to approve the Legislative Request Package. Rabbi Schiff seconded the motion.** Mr. Book requested a caveat to the motion that the final approval and submission take place after Representatives Jack Latvala and Kathleen Peters are contacted. **All members present approved the motion with the caveat.**

IX. TAX CREDIT PROGRAM CERTIFICATION PROCESS

Ms. Fernandez referred members and guests to the memo and attachments provided in the meeting materials and provided background as to the past project certification process, particularly with tax credit projects. Staff has drafted a form to establish a more formal certification process in anticipation of the Florida Housing Finance Corporation's competitive process. The Housing and Services Committee will discuss the form and the process at their upcoming meeting on September 20. In addition to the form, the established process of presenting the project to both the Housing Committee and Services Development Committee (to describe the project) and the requirements set forth in the certification will continue. This item is for information purposes only; the final recommendation will be presented to the board. **Judge Leifman made a motion to approve staff recommendations as presented and outlined in the memo. Rabbi Schiff seconded the motion. All members present approved the motion set forth unanimously.**

X. REVIEW OF NOFA PRIORITIES

Ms. Fernandez referred members and guests to the memo provided in the meeting packet and provided background as to the National Alliance to End Homelessness recommendations and the US HUD goals and policy drivers that set the path to ending homelessness. It was clear that early implementation by local communities of these concepts would enhance competitive status and prepare for future endeavors. Approaches include, but are not limited to the following:

- Creation of new permanent housing (preferably housing first models) through reallocation, including reallocating low performing programs or those that do meeting the Federal Strategic Plan goals
- Review of prioritization process for permanent supportive housing placements
- Barrier removal for the chronically homeless into any level of housing

Ms. Fernandez reviewed the program drivers which include six (6) Performance Measures (listed) and the seven (7) Objectives (many already required) established by HUD which will also be expected of recipients. The primary focus will be objective #1: to create new permanent housing for chronically homeless persons. Ms. Fernandez then referred committee members and guests to the attached matrix where there are concepts and recommendations to achieve this goal. Ms. Fernandez reviewed The "Objective 1" Matrix, which was

discussed by committee members. Partners and guests in the audience also provided comments. The discussion included the following:

- Development and use of a Vulnerability Index
- Development of one wait list through a housing specialist
- Making referrals exclusively through HMIS; elimination of self-referrals
- Requirement that all permanent supportive housing programs that do not already do, set aside units for chronically homeless through attrition (emphasis added) (will be discussed further at the September 20th Services Development meeting)

Ms. Fernandez stated that HUD's perspective is to not provide or accomplish all needs at the emergency housing level, it is to build capacity and maximize within existing resources. This includes transitioning people that are capable out of subsidized housing, such as families whose children have become adults with income. **Judge Leifman made a motion to approve staff recommendations as presented and outlined in the memo and matrix. Ms. Ryland seconded the motion. All members present approved the motion set forth unanimously.**

XI. CITY OF MIAMI ISSUES-DISCUSSION

No City of Miami issues for discussion. Will be discussed at the Board meeting.

XII. M NETWORK REPORT

Ms. Mozloom provided a brief update on the public awareness activities that mirrors the report provided in the meeting materials.

- Youth iCOUNT coverage hit AP and ran nationwide in more than 25 media outlets
  - Stories also ran on all major networks in Miami
  - The Miami Herald
  - South Florida Gay News
  - The Cefalo Show on 810 AM
  - Raquel Regalado's show on 760 AM
- Wrote, staffed, edited PSAs and requested placement on WEDR and Clear Channel Stations; will play PSA at the full board meeting
- Homeless Awareness Day is on November 14. Active on Facebook; please "like." Ongoing outreach to UM, FMU, and are working with Miami-Dade College to secure a location for an evening event

XIII. CHAPMAN PARTNERSHIP REPORT

Mr. Vincent provided updates and announcements concerning the operations and events of the organization:

- Successful outplacement ending August 31, 2013 at the north facility was 58.7 and 77.78% at the south facility. Life-to-date at both locations was 63.42%, and the total admissions-to-date is 94,899
- Lisa Magrino is the new Chief Operating Officer
- This year the Alvah H. Chapman Jr. Humanitarian Award will be presented to the Miami Heat
- The James Jones Legacy Foundation Crew 22 Camp was held July 23 through the 26th where 48 Chapman children participated in an unforgettable and positive experience (Mr. Book made several comments on the wonderful event for the kids and for himself as well and thanked Chapman for his participation)
- The Comcast Internet Essentials press conference was hosted in conjunction with School Superintendent Carvalho at Chapman North on August 13th. This is phase three of Comcast's National Program to Bridge the Digital Divide, which provides discounted internet service to low income families. Five families will receive free internet service and net tablets. Chapman is attempting to include this in the "welcome home" packages
- Elizabeth Von Werne received an announcement that their proposal entitled "The Role of Emergency Housing in Promoting Stability and Sustained Recovery in a Housing-First World," was selected for the Beyond Housing 2014 Conference hosted by the Institute for Children, Poverty, and Homelessness which will be held January 15 – 17 2014 in New York City, New York

- Entertainment industry stylists and make-up artists hosted a Women's Business Makeover Event on September 14th. Thirty (30) women from Chapman participated and received business attire, personal products and tips to assist them with their job readiness.
- Tables are available for the 12th Annual Gala on October 18, 2013 at the Marriot Marquis. It will not be a black tie event this year.

XIV. EXECUTIVE DIRECTOR'S REPORT

Due a time constraint, this report was deferred to the full Board.

XV. OTHER ITEMS

With no further business to discuss, the meeting adjourned at 11:53 a.m.

Ronald L. Book, Chairman
Homeless Trust Board

AGENDA ITEM V

Date: September 16, 2013

Memorandum

MIAMI-DADE COUNTY

To: Miami-Dade County Homeless Trust Finance Committee and Executive Committee Members

From: Hilda M. Fernandez, Executive Director
Miami-Dade County Homeless Trust

Subject: Proposed Adjustments to FY 2012/13 and FY 2013/14 Budgets

BACKGROUND

By February of each year, the Homeless Tryst is required to submit a proposed budget for the next fiscal year. On March 4, 2013, the Finance and Audit Committee reviewed the budget submitted by staff to the County's Office of Management and Budget for the next fiscal year. Because it was so early in the current Fiscal Year, and our annual Needs and Gaps analysis process had yet to be completed, it was understood that modifications to that initial submission would be likely. Our submission was adjustment by actions taken on March 4th, and incorporated in the Preliminary Budget for the County released by the County Mayor in June.

On July 1, 2013, the Miami-Dade County Homeless Trust Board approved the proposed FY 2013/14 Budget for the Miami-Dade County Homeless Trust. This proposed budget included, among other things, changes to address new funding, and well as the uses of carryover funds. Following Board approval, the information on the changes was subsequently submitted to the OMB, and those changes were included in the "Change Memo" for the County's Budget Hearings; the Change Memo reflects any changes to budgets after the release of the budget in early June.

Subsequent to the approval of the FY 2013/14 MDHT budget and submission of the Change Memo information, we received a request for additional funding for the Hotel/Motel program. In addition, USHUD announced funding for additional Tier 2 projects, including our Planning Grant. We also had an opportunity to review current ESG allocations with two of the entitlement jurisdictions to understand their funding, so that we could clarify how much in F & B Tax funds were needed to fill gaps.

ANALYSIS

The following modifications to the overall budget, or uses within budget line items, are recommended:

USHUD Grant adjustments:

1. Remove revenues/expenditures for two direct grants: It had been anticipated that two direct grantees would be included as sub-recipient projects. As such, their grant funding ($515,000) would pass through the Homeless Trust. However, at this time the two projects will remain as direct grants. As such, both the revenue and expenditures have been removed from the Grant line item.
2. Add new funding from new grants: USHUD announced Tier 2 awards for HMIS Plus ($15,000) and our Planning Grant ($250,000). As such, these two amounts need to be added to both grant revenues and expenditures.
3. Other adjustments: A positive $146,000 adjustment is necessary after receipt of final grant agreements and determination of final grant amounts.

The net effect of the grant funding reflected in the budget for USHUD is -$119,000 in both revenues and expenditures. As we are a pass-through, this has no effect on our operations.

ESG Allocation – Food and Beverage

As you may recall, we recommended the use of $900,000 in F&B unencumbered/unanticipated carryover funding to offset USHUD-announced reductions to the three entitlement jurisdictions that receive ESG funds. These reductions impact current homeless prevention and rapid re-housing programs, as well as the City of Miami's Homeless Assistance Program (outreach), and Buckham Hall Emergency Housing/Shelter. The Board approved an allocation of funding that included $175,000

housing; $100,000 for Beckham Hall; and $150,000 for MHAP Outreach. Subsequent to the Board approval, we had a conference call with all entitlement jurisdictions to discuss their proposed allocations in order to determine if the Trust's proposed funding met identified gaps. At that time it was determined that the F&B funding identified for homeless prevention and Rapid Re-housing was slightly more than the anticipated gaps. However, the $100,000 allocated for Beckham would result in a loss of beds, and the funding to MHAP did not make them 100% whole; the gap is less than $23,000.

The biggest concern is Beckham Hall. Following the call, staff reviewed the F&B allocations to each category and is recommending slightly shifting the approved funding to make additional funds available for Beckham Hall. Please refer to Attachment A for a breakdown by entitlement jurisdiction of the funding allocations from the entitlement jurisdictions for FY 13/14, the difference between FY 12/13 and FY 13/14 in ESG funding, the proposed, new Homeless Trust funding for each program, and whether that funding is more or less than the gap. As proposed, there would be a shift of $75,000 from Rapid Re-housing to Beckham Hall. While the funding to Beckham Hall does not make them whole, the County's Public Housing and Community Development Department has identified prior-year unexpended ESG funds that will fill some of the gap to close their grant year (which expires December 31, 2013). We are waiting to hear exactly how much funding they will be allocating, but we believe it is approximately $110,000. We are recommending no changes to the MHAP funding for their outreach program. These revised allocations would result in a total of $879,592,000 in funding for the ESG project gaps, leaving $20,048 unallocated. It is recommended that those unallocated funds be allocated to the MHAP for the Hotel/Motel program, as further explained below. It should be noted that based on ESG funding from the County for the next program year (January – December 2014), Beckham Hall's capacity is likely to be reduced from 88 beds to approximately 50-55 beds.

Hotel/Motel program

We continue to have challenges with our Hotel/Motel program, with use volumes now consistently higher. As you may recall, during the current fiscal year, it was necessary to allocate an additional $150,000 to the Hotel/Motel program administered by the Miami Homeless Assistance Program. Earlier this month, we received an analysis from MHAP of their current expenditures and their projected funding needed to finish the fiscal year. As noted in the attached (Attachment B), a total of approximately $180,000 more is expected to be needed close out the fiscal year. Subsequent to the receipt of this email, the City's Community and Economic Development identified prior year unexpended funds that they can allocate for this purpose and are preparing an agenda item for their October Commission meeting. Attachment C provides you with information on the Funding to MHAP year-to-date, their anticipated expenditures, and the proposed funding to meet the funding needs for this fiscal year. As noted, under-expenditures in the MOA and ID program agreements with MHAP could be used to cover $60,000 of the gap ($40,000 and $20,000 respectively). The MOU program already includes a line-item for hotel/motel. We would be shifting the under-expenditures all to that line, and using the funds to serve individuals other than those coming through MOA. The use of the $20,000 from the ID program requires an amendment, if approved. The $20,048 balance would come from the funds previously identified for ESG match for RRH/HP, as explained in the previous paragraph.

Planning Grant

As you may recall, our Continuum of Care applied for and was recently awarded a Planning Grant to assist us in meeting our objectives for the Continuum of Care. As you can see in the attached Planning Grant budget, the funding will allow us to, among other things, enhance our coordination efforts through improved surveys and counts, purchase software to assist us in management our contracts, secure consultants to assist us with the homeless youth count, provide training, and develop/evaluate our standards of care and performance measures. This will also offset a portion of the costs for the previously approved administrative support staff. At this time, we would like approval for the following:

1) Issue a Request for Letters of Interest for any consulting work that is needed, and that cannot be performed through an additional agreement with our current technical assistance provider. It is anticipated that no single consulting agreement would exceed $10,000. This would include assistance with training, as well as project evaluation.

2) Enter into an agreement with the University of Miami to provide the evaluation and analysis of the Youth Count process and data. The University has been engaged in the process through the Miami Coalition for the Homeless
3) Develop a preliminary agreement with 100,000 Homes for the implementation of the 100,000 Homes concept in our community

We will be proceeding with the procurement of the hardware and software using the standard county procurement processes, and working with our existing HMIS provider for the customization requirements.

CONCLUSION:
While we attempt to identify all potential revenues and expenditures at the time of budget development, due to changes in needs or new funding allocated or reduced, it is necessary to make adjustments. The recommended actions are intended to ensure continued services, and access to new funding to improve the current system of care.

ATTACHMENTS

HMF

OOD AND BEVERAGE FUNDING FOR ESG PROGRAMS - FY 2013/14

ITY OF MIAMI

Agency	Description of Services	ESG Funding 2012	ESG Recomm for FY2013-2014	Difference	HT Funding	Gap
itrus Health Network, Inc.	Rapid Rehousing	$ 63,351.00	$ 35,320.74	$ 28,030.26	$ 37,995.00	$ (9,964.74)
	Homeless Prevention	$ 147,819.00	$ 82,415.06	$ 65,403.94	$ 66,500.00	$ (1,096.06)
itrus Health Network, Inc.	Program Administration		$ 9,056.60			
ity of Miami Com & Econ Dev	Program Administration		$ 18,113.20			
iiami Homeless Assistance Program	Street Outreach	$ 389,852.00	$ 217,358.40	$ 172,493.60	$ 150,000.00	$ 22,493.60
				SUBTOTAL:	$ 254,495.00	

IIAMI-DADE

Agency	Description of Services	ESG FUNDING 2012	ESG Recomm for FY2013-2014	Difference	HT Funding	Gap
amillus	Beckham Hall Shelter	$ 750,000.00	$ 429,635.00	$ 320,365.00	$ 175,000.00	$ 145,365.00
itrus Health Network	Rapid Rehousing	$ 412,500.00	$ 214,817.00	$ 197,683.00	$ 235,570.00	$ (37,887.00)
	Homeless Prevention	$ 137,500.00	$ 71,607.00	$ 65,893.00	$ 61,250.00	$ 4,643.00
				SUBTOTAL:	$ 471,820.00	

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IIALEAH

Agency	Description of Services	ESG FUNDING 2012	ESG Recomm for FY2013-2014	Difference	HT Funding	Gap
itrus Health Network	Rapid Rehousing	$ 164,510.00	$ 82,255.00	$ 82,255.00	$ 106,387.00	$ (24,132.00)
	Homeless Prevention	$ 91,532.00	$ 45,766.00	$ 45,766.00	$ 47,250.00	$ (1,484.00)
	Emergency shelter	$ 24,237.00	$ 12,118.50	$ 12,118.50		
				SUBTOTAL:	$ 153,637.00	
				GRAND TOTAL - ALL:	$ 879,952.00	

SUMMARY
REVISED ALLOCATIONS:

Description of Services	ESG FUNDING 2012	ESG Recomm for FY2013-2014	Difference	HT Funding	Gap
Rapid Rehousing	$ 640,361.00	$ 332,392.74	$ 307,968.26	$ 379,952.00	$ (71,983.74)
Homeless Prevention	$ 376,851.00	$ 199,788.06	$ 177,062.94	$ 175,000.00	$ 2,062.94
Beckham Hall	$ 750,000.00	$ 429,635.00	$ 320,365.00	$ 175,000.00	$ 145,365.00
MHAP Ops	$ 389,852.00	$ 217,358.40	$ 172,493.60	$ 150,000.00	$ 22,493.60
			GRAND TOTAL ALL:	$ 879,952.00	
			Available Balance:	$ 20,048.00	

ATTACHMENT A

ATTACHMENT B

Beckham Hall Emergency Shelter Program
DETAIL BUDGET
January 1, 2013 - December 31, 2013

		Employee	Salary		FP	Cambias MATCH	Non-Direct	Direct Service		PROGRAM BUDGET
							PHDD	PHDD	MDC - HL	
							January - September 2013 - (ESG 2013 and ESG 2011)		September - Dec 2013	
04010	Personnel - Employee									
Regular Salaries				FTE						
	Director of Direct Care Ministries	F. Mims (Admin)	73,424	0.10	26		6,333	71,754	1,909	7,342
	Director of Direct Care Ministries	F. Mims (Direct Services)	73,424	0.40	26			21,754	7,616	29,370
	Case Manager Supervisor	Y. Gabriel	40,206	1.00	26			29,762	10,464	40,226
	Case Manager	J. Marrero (Jan 1 - Aug 16)	41,016	1.00	17			19,730	6,932	26,662
	Case Manager	Item Etofia (Aug 19 - Dec 31)	32,344	1.00	9			5,340	1,870	7,224
	Emergency Services Nurse	E. Espinal	31,408	1.00	26			23,212	8,188	31,400
	Master's Level Clinician	P. Forde	40,344	1.00	13			14,922	5,246	20,172
	Client Service Coordinator	J. Gomez	41,017	0.83	26			25,193	8,851	34,044
	Residential Assistant	A. Peoples	24,856	1.00	26			18,563	6,522	25,085
	Residential Assistant	H. Jones	24,856	1.00	26			18,563	6,522	25,085
	Residential Assistant	D. Mordson	26,562	1.00	26			19,666	6,906	26,562
	Residential Assistant	T. Howard	26,562	1.00	26			19,666	6,906	26,562
	Residential Assistant	D. Cotton	24,856	1.00	26			18,563	6,522	25,085
	Residential Assistant	C. Walker Strozier (Jan 1 - March 8)	25,006	1.00	8			5,980	1,957	7,525
	Residential Assistant/ PT	T. Dixon (May 13 - Dec 31)	26,006	1.00	16			11,329	3,970	15,302
	Residential Assistant/PT	G. Camargo	28,475	0.60	26			12,643	4,442	17,085
	Residential Assistant/PT	P. Siggers	28,475	0.60	26			12,643	4,442	17,085
	Maintenance Tech	D. Wadham	28,475	0.60	26			12,643	4,442	17,085
	Maintenance Tech	Y. Iglesias (Jan 1 - Aug 21)	27,602	0.75	17			14,310	5,032	20,702
	Asst. Kitchen Manager	I. Allwell (Aug 22 - Dec 31)	25,006	0.75	9			8,021	2,826	4,327
	Cook	V. Dixon	30,659	0.30	26			6,806	2,393	9,198
	Part-Time Bookkeeper	E. Singleton	26,000	0.30	26			5,772	2,028	7,800
	Part-Time Bookkeeper	C. Ortega	43,701	0.15	26			4,855	1,709	6,565
	Director of Strategy Management	N. Navarro	31,179	0.15	26			3,464	1,218	4,677
	Direct Care/Mental Health Salaries w/ Fringe	E. Gloria	75,088	0.30	26			16,670	5,867	22,526
	DET team program (24 trainees) w/ Fringe					269,908				269,908
	Subtotal Salaries					354,452				354,452
				17.03		618,360	40,936	302,322	125,418	968,618
Fringe Benefits										
04012	FICA						3,499	21,000	8,954	34,436
04014	Group Health						5,516	60,362	22,791	87,669
04015	Group Life						705	4,742	1,981	7,428
04016	Workers Comp.						436	4,963	1,626	7,023
04017	Unemployment						467	5,061	1,941	7,466
	Subtotal Fringe						11,940	94,623	37,443	144,013
	Total Personnel					618,360	60,882	390,946	169,886	1,237,046
	Percent of Funding						5.01%	31.7%		
	Contractual Services									
22340	Exterminator							1,700	800	2,500
22121	Outside Waste Collection Service							6,936	3,264	10,200
25330	Copy Machine Rental							3,060	1,440	4,500
22310	Security							952	448	1,400
23210	Insurance, Property, Liability							2,625	825	3,450
22321	Linen Service							1122	528	1,650
	Total Contractual							18,886	7,715	24,110
	Operating Expense									
31010	Telephone							4,828	2,272	7,100
22010	Electrical							17,000	8,000	25,000
22110	Water & Sewer							12,940	6,093	19,041
24415	Repair Labor & Materials							3,400	1,600	5,000
31210	Staff Travel									
32250	Licenses, Permits, Fees							510	240	750
31015	Cell Phones							1360	640	2,000
22410	Contracted Educational Services							1020	480	1,500
	In-kind rent					150,000				150,000
	Total Operating Expenses					150,000		41,060	19,326	210,391
	Commodities									
49220	Food							18,360	8,640	27,000
49230	Paper Goods							6,800	3,200	10,000
43240	Fire Equipment Maint. & Supplies							2,400	1,129	3,529
49210	Drug Packages Supplies							400	192	600
47010	Office Supplies							2,500	1,120	3,620
49632	Expendable Supplies for Clients							1350	640	2,000
49630	Special Supplies for Clients							1360	640	2,000
47021	Other Minor Equipment > $750							2220	1047	3,273
49240	Linen & Bedding Supplies							816	384	1,200
49660	Misc. Other Operating Exp.							2720	1280	4,000
32020	Educational Activities for Clients							680	320	100
32021	Educational Supplies							1020	480	1,500
49237	Cleaning Supplies							4360	640	5,000
	Total Commodities							44810	20,685	65,173
	Capital Outlay									
	Not Applicable									
	Total Capital Outlay									
TOTAL BUDGET						768,360	60,882	490,724	206,754	1,596,720

Match Details	
Total Direct Care and Mental Health Salaries w/ Fringe	269,908
Total DET Costs Committed to ESG 2013	354,452
In Kind Rent of Beckham Hall Facility as approved by HUD	150,000
Total	768,360

MIAMI-DADE COUNTY

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

ATTACHMENT E

AFFIDAVITS

Uniform Affidavits

65-0032862	130769149
Federal Employer Identification Number (FEIN)	Dun & Bradstreet Number (D-U-N-S®)
Camillus House, Inc.	
A) Name of Entity, Individual(s), Partners or Corporation	B) Doing Business As (If same as line A, leave blank)

1603 NW 7th Avenue	Miami	FL	USA	33136
Street Address (P.O. Box Number is not permitted)	City	State (U.S.A)	Country	Zip Code

1. *MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT*
(Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS
None - Camillus House is a Not-for-profit organization.		

OWNERS

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	CHECK BOXES BELOW: GENDER M	GENDER F	RACE / ETHNICITY: White	Black	Hispanic	Asian / Pacific Islander	Native American / Alaskan Native	Other

If a percentage of the firm is owned by a publicly traded corporation, indicate below in the space "Other Corporations".

OTHER CORPORATIONS											

GRANT CONTRACT

This Grant Contract (the "Contract" or "Grant Agreement") is made and entered into as of this day of_____, 20__, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), having its principal office at 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128 and **The City of Miami/FEIN#: 59-600375**, a corporation organized and existing under the laws of the State of Florida, having its principal office at **444 SW 2nd Avenue, Miami, Florida 33130** ("Provider"), states conditions and covenants for the rendering of human and social services ("Services") for the County.

WHEREAS, the Provider provides or will develop social services of value to the County and has demonstrated an ability or desire to provide these services; and

WHEREAS, the County is desirous of assisting the Provider in providing those services and the Provider is desirous of providing such services; and

WHEREAS, due to a reduction in funding for the 2013 Emergency Solutions Grant (ESG) program this operating year, which provides operational funding for the Miami Homeless Assistance Program and the ongoing need for services provided by this program, the Miami-Dade County Homeless Trust approved gap funding in the amount of up to $150,000 (Attachment A-2) subject to the approval by the Miami-Dade County Board of County Commissioners (BCC); and

WHEREAS, the County has appropriated grant funds for the proposed services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Grant Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Agreement" "Contract" or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Services **Attachment A** and the Budget Documents **Attachment B** and all other attachments hereto, as well as all amendments or budget revisions issued hereto.

b) The words "Contract Manager" shall mean Miami-Dade County's Director of the Homeless Trust ("County") or the Director's designee, or the duly authorized representative designated to manage the Contract.

c) The word "Days" shall mean Calendar Days, unless otherwise specifically noted.

d) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Provider to the County for review and approval pursuant to the terms of this Contract.

e) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Contract Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Contract Manager.

f) The words "Effective Term" shall mean the date on which this Contract is effective, including start date and end date.

g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.

i) The words "Scope of Services" shall mean the document appended hereto as **Attachment A**, which details the work to be performed by the Provider.

j) The word "subcontractor" or "sub consultant" shall mean any person, entity, firm or corporation, other than the employees of the Provider, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privities of contract with the Provider.

k) The words "Work", "Services" "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Contract.

ARTICLE 2. AMOUNT PAYABLE. Subject to available funds, the maximum amount payable for services rendered under this contract shall not exceed:

1. GAP FUNDING FOR THE 2013 EMERGENCY SOLUTIONS GRANT	**up to $150,000.00**

Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County. Availability of funding shall be determined in the County's sole discretion.

All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense.

It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

The County, at its sole discretion, may allow Provider an advance of **N/A** once the Provider has

submitted an appropriate request and submitted an invoice in the form required by the County.

ARTICLE 3. SCOPE OF SERVICES

The Provider shall render services in accordance with the Scope of Services incorporated herein and attached hereto as **Attachment A.**

The Provider shall implement the Scope of Services as described in **Attachment A** in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not be effective until approved by the County and Provider in writing.

ARTICLE 4. BUDGET SUMMARY

The Provider agrees that all expenditures or costs shall be made in accordance with the Budget for the provision of services in accordance with Attachment A, the "Scope of Services". The Budget is attached hereto and incorporated herein as **Attachment B.**

The parties agree that the Provider will provide homeless outreach, assessment and placement services to homeless individuals and families throughout Miami-Dade County..

The parties agree that the Provider may, with the County's prior written approval; revise the schedule of payments or the line item budget, and such revision shall not require an amendment to this Contract.

Pursuant to Board of Miami-Dade County Commissioners Resolution 630-13, the Provider will submit a detailed project budget, and sources and uses statement as Attachment B-1, which shall be sufficiently detailed to show (i) the total project cost, (ii) the amount of funds to be used for administrative and overhead costs, (iii) whether the County funds will be 'gap' funds meaning that they would be the last remaining funds needed to ensure funding for the total project cost, (iv) any profit to be made by the Provider, and (v) the amount of funds devoted toward the provision of the desired services or activities.

The County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Provider's headquarters and any location or site where the services contracted for under this Agreement are performed.

ARTICLE 5. EFFECTIVE TERM

Both parties agree that the Effective Term of this Contract shall commence on **October 1, 2013** and terminate at the close of business on **September 30, 2014**. Contingent on the existence of sufficient funding, performance and the approval of the County, this Contract may be extended at the County's sole discretion.

ARTICLE 6. INDEMNIFICATION BY PROVIDER

A. **Government Entity.** Government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat.

B. **All Other Providers.** Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

C. **Term of Indemnification.** The provisions of Article 6 shall survive the expiration or termination of this Contract.

ARTICLE 7. INSURANCE

If the total dollar value of all County contracts with the Provider exceeds $25,000 then the following insurance coverage is required:

A. **Government Entity.** If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes. The provider shall also furnish the County, upon request, written verification of Workers Compensation protection in accordance with Florida Statutes, Chapter 440.

B. **All Other Providers.**

1. Minimum Insurance Requirements: Certificates of Insurance. The Provider shall submit to Miami-Dade County, c/o Miami Dade County Homeless Trust (COUNTY), 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128-1994, original Certificate(s) of

Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

A. All insurance certificates must list the County as "Certificate Holder" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

B. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statutes, Chapter 440.

C. Commercial General Liability Insurance in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Contract, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For Providers supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is $500,000.

E. Professional Liability Insurance in the name of the Provider, when applicable, in an amount not less than $250,000.

F. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division.

OR

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and must be a member of the Florida Guaranty Fund.

G. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the Certificate Holder.

H. Compliance with the foregoing requirements shall not relieve the Provider of its liability and obligations under this Section or under any other section of this Contract.

I. The County reserves the right to inspect the Provider's original insurance policies at any time during the term of this Contract.

J. Applicability of this Article to Providers whose combined total award for all services funded under this Contract exceeds a $25,000 threshold. In the event that the Provider whose original total combined award in less than $25,000, but receives additional funding during the contract period which makes the total combined award exceed $25,000, then the requirements in this Article shall apply.

K. **Failure to Provide Certificates of Insurance.** The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Contract. If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Contract.

ARTICLE 8. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County or any federal, state or local law or regulation to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish to the County a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement at the County's discretion.

B. Background Screening. The Provider agrees to comply with all applicable federal, state and local laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. Provider's failure to comply with any

applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended form time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees, volunteers and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

ARTICLE 9. CONFLICT OF INTEREST

A. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

B. No person under the employ of the County, who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, any personal financial interest, direct or indirect, in this Contract.

C. **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year.

No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

D. No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program. Staff members, or their immediate family members (spouse, children, siblings, mother or father) of Homeless Trust funded programs, who are eligible for and wish to receive services from a Homeless Trust funded program must receive the approval of the Executive Director of their employer (i.e. the Provider) prior to applying for and receiving those services. This approval must be in writing and accompany any referral for such services. Any Provider knowingly accepting a referral of an employee of a Homeless Trust funded program, and providing services without the written approval of the Executive Director of the Provider, will be subject to

the recoupment/disallowance by the County of any funds paid for services to this individual and/or their immediate family member. When the services are to be provided at the same agency the employee works for, this information must be disclosed in writing to the director of the Homeless Trust, which shall be reviewed for eligibility determination and a sign off must come from the County. This provision does not apply to staff members seeking emergency shelter, medical or legal services. Providers must complete a Client Services Authorization Form **(Attachment P)** for staff members seeking services.

ARTICLE 10. CIVIL RIGHTS

The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the Provider must submit an affidavit attesting that it is not in violation of the Acts. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the Provider.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

ARTICLE 11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI)" and/or "Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by

law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Provider and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the client for review;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books, and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Provider must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information. Provider must post, and distribute upon request to service recipients, a copy of the County's Notice of Privacy Practices.

ARTICLE 12. NOTICE REQUIREMENTS

Notice under this Contract shall be sufficient if made in writing, delivered personally or sent via U.S. mail, electronic mail, facsimile, or certified mail with return receipt requested and postage prepaid, to the parties at the following addresses (or to such other party and at such other address as a party may specify by notice to others) and as further specified within this Contract. If notice is sent via electronic mail or facsimile, confirmation of the correspondence being sent will be maintained in the sender's files.

If to the COUNTY:

Miami-Dade County
Homeless Trust 111 N.W. 1st Street, 27th Floor
Miami, Florida 33128
Attention: Hilda M. Fernandez, Executive Director
Electronic mail: HildaFernandez@miamidade.gov

If to the PROVIDER:

Mr. Daniel J. Alfonso
City Manager
The City of Miami
444 SW 2nd Avenue
Miami, Florida 33130
Electronic mail: djalfonso@miamigov.com

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 13. AUTONOMY

Both parties agree that this Contract recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or

instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

ARTICLE 14. SURVIVAL

The parties acknowledge that any of the obligations in this Contract, including but not limited to Provider's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Provider under this Contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 15. BREACH OF CONTRACT: COUNTY REMEDIES

A. **Breach.** A breach by the Provider shall have occurred under this Contract if: (1) the Provider fails to provide the services outlined in the Scope of Services (**Attachment A**) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the County funds allocated under this Contract; (3) the Provider does not furnish the Certificates of Insurance required by this Contract or as determined by the County's Risk Management Division; (4) if applicable, the Provider does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Contract; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Article 10 of this Contract; (9) the Provider, attempts to meet its obligations under this Contract through fraud, misrepresentation, or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in its Performance Improvement Plan (PIP); (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement, or proof of tax status; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Contract; (14) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (**Attachment C**) and the State Affidavits (**Attachment D**) ☐ **Applicable** ☒ **Not Applicable** or (15) the Provider fails to fulfill in a timely and proper manner any or all of its obligations, covenants, agreements and stipulations in this Contract. 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 of this Contract.

In the event that the County determines certain Contract goals (as defined in the Scope of Services) are not being met then the County, in its sole discretion may place the Provider on a Performance Improvement Plan (PIP). The following is a delineation of some instances where a PIP may be required:

a. **HMIS**- Based on Provider's past performance on prior contracts in the area of Homeless Management Information System compliance it is subject to a PIP

during this contract term. The Provider is required to submit a Monthly Progress Report and an HMIS-generated Monthly Progress Report for each month of the contract. Compliance will be determined when it is deemed that the two (2) reports are in substantial conformity with each other for a period of two consecutive months. (Substantial conformity as meaning a minimum of 95% accuracy on all elements). At the time of compliance, the Provider shall only be required to submit the HMIS-generated Monthly Progress Report.

☐ **Applicable** ☒ **Not Applicable**

b. **Utilization** – Based on Provider's past performance on prior contracts in the area of utilization compliance, this contract is subject to a PIP. During this contract term, the Provider must submit all invoices in a timely manner. The Provider shall invoice at a rate of 95% of targeted expenditures for the invoicing period. If the Provider fails to comply, all rights to payments will be forfeited if the County so chooses. Failure to submit accurate invoices for appropriately documented and eligible expenditures at a rate of 95% of targeted expenditures by the end of the third quarter of this contract term may result in the termination of this contract by the County.

☐ **Applicable** ☒ **Not Applicable**

c. **Program Performance** – Based on Provider's past performance on prior contracts in the area of program goals and outcome objectives, this Contract is subject to a PIP. During this Contract term, the Provider must achieve those goals specified in the Contract. Performance against these annual goals shall be evaluated on a quarterly basis, and if by the end of the third quarter of the contract period substantial compliance (meeting the targeted goals) is not achieved, it may result in the termination of this contract with the County.

☐ **Applicable** ☒ **Not Applicable**

The above is subject to the review and approval of the County

B. **County Remedies.** If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) request the return of finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider

shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be debarred from county contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. **Authorization to Terminate Contract.** The Mayor or the Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the term of this Contract. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

E. **Damages Sustained.** Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

ARTICLE 16. TERMINATION FOR CONVENIENCE

The County may terminate this Contract, in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with further expenditure of the funds. Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made it may terminate the grant in its entirety.

This Contract is subject to the ratification and approval by the Miami-Dade County Board of County Commissioners and shall be void unless approved by the Board of County Commissioners.

The County may also, in its sole discretion, terminate the contract.

The Provider understands and acknowledges that if the County determines in its sole discretion that termination of the Contract is necessary for the healthy, safety, or welfare of the County then it may due so upon twenty-four (24) hours notice to the Provider.

ARTICLE 17. PAYMENT PROCEDURES

The County agrees to pay the Provider for services rendered under this Contract based on the payment schedule, timely provision by the Provider of required reports and of supporting documentation of expenses and activities as described in this Contract, and the line item budget (**Attachment B**). Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

1. **How payment will be made.** Payment requests shall be made to the County on a monthly basis and shall be signed by the Executive Director and the Financial Officer of the Provider, unless otherwise approved in writing, on the form incorporated herein as **Attachment E "Primary Care Invoice for Services"**. The payment request for the previous month is due by the 15th of the month following the month for which payment is invoiced.
2. Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.
3. Maximum monthly reimbursements are limited to ___N/A____.
4. As applicable, during the period of _N/A_ through _N/A_, the Provider will submit a record of those individuals served utilizing Social Security Administration repayments as specified in the Scope of Services. The Provider will utilize these funds to serve those clients as specified and authorized in the Scope of Services
5. _N/A_ Providers with cumulative utilization rates **greater** than ninety percent (90%) during the first nine (9) months of this Contract may exceed this maximum number of billable bed days during the last quarter of the Contract term, up to the total Contract award amount, with the prior approval of the Executive Director of the Homeless Trust.
6. _N/A_ Providers with cumulative utilization rates **lower** than ninety percent (90%) may be subject to a reduction in funding and beds, if deemed necessary by the Miami-Dade County Homeless Trust. Beds and funding may be reprogrammed as necessary and needed within the Continuum of Care. The Miami-Dade County Homeless Trust will conduct a review of the utilization of beds within the first six (6) months of the contract period.
7. Within thirty (30) days of the termination or expiration of this Contract, a final report of expenditures shall be submitted to the County. If after the receipt of such final report, the County determined that the Provider has been paid funds not in compliance with the Contract, and to which it is not entitled, the Provider will be required to return such funds to the County or submit documentation demonstrating that the expenditure was in compliance with this Contract. The County shall have the sole and absolute discretion to determine if the Provider is

entitled to such funds and the County's decision in this matter shall be final and binding.

B. **Monies Owed to the County:** The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, the Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved payment plan.

This is a cost-based Contract in which the Provider shall be paid through reimbursement payment based on the budget approved under this Contract and when documentation of completed and satisfactory service delivery is provided. Thus, it is imperative that the Provider maintain appropriate supporting documentation for all expenditures from the beginning of the Contract term (i.e., receipts, bank statements, cancelled checks, employee timesheet, etc.).

The Provider shall submit to the Contract Manager, the Monthly Reimbursement form provided by the County on a monthly basis. Monthly reimbursement requests (both retroactive and current) and accompanying supporting documentation must be received by the County no later than the 15th of the month following the month for which reimbursement is requested.

C. **No Payment of Subcontractors.** In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by the Provider following requirements and limitations as detailed in Article 21 of this Contract.

D. **Processing the Request for Payment.** After the County staff reviews the payment request, the County will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 12 of this Contract, unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of thirty (30) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

E. **Reporting Requirements.** Failure to submit to the County the reports listed below in a manner deemed correct and acceptable by the County by the 15th day after the end of the month in which the service was delivered, or failure to submit to the County supporting documentation of Contract expenditures or activities within fourteen (14) days of any County request, shall be considered a breach of this Contract and may result in withholding payment, non-payment, or termination of this Contract.

	Applicable as indicated
1. Monthly Payment Requests/Invoice For Services (**Attachment E**)	☒
2. Monthly Performance Reports (**Attachment G**)	☒
3. Outcome Performance Measurements Monthly Report (**Attachment H**)	☐
4. Client Contribution Report (**Attachment I**)	☐
5. Client Attendance Roster (**Attachment J**)	☐
6. Quarterly Vacancy / Permanent Housing Placement Report(**Attachment K**)	☐

Performance Reports. The Provider agrees to participate in the Homeless Management Information System (HMIS) selected and established by the County. Participation will include, but is not limited to, input of client data upon intake, daily updates of bed availability information, as well as updates of client files upon client contact, and maintaining current data for statistical purposes. The Provider understands that they are responsible for any ongoing cost to access the HMIS system. The Provider shall furnish the County with Monthly, Quarterly, and Annual Performance Reports in accordance with the activities and goals detailed in the Scope of Services. The reports shall explain the Provider's progress for the quarter. The data should be quantified when appropriate. The final progress report shall be due no later than thirty (30) days after the expiration or termination of this Contract. Continuation of this Contract and funding is contingent upon meeting established performance goals. Progress reports, produced through the Homeless Management Information System (HMIS) invoices for services and client attendance rosters signed by the Executive Director of the agency shall by submitted by the Provider, as required.

F. **Final Report/Recapture of Funds.** Upon the expiration or termination of this Contract, the Provider shall submit the final Annual Performance Report and Annual Actual Expenditure Report (**Attachment L**) to the County no later than thirty (30) days after the expiration or termination of this Contract. If after receipt of such final reports, the County determines that the Provider has been paid funds not in accordance with the Contract, and to which it is not entitled, the Provider shall return such funds to the County, or the County may reduce, by the amount of such funds, from any subsequent payment to which the Provider is entitled, or the Provider may submit appropriate documentation within seven (7) days of notice from the County. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision on this matter shall be final and binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

Additionally, the Provider agrees to assign any proceeds to the County from any contract, including this Contract, between the County, its agencies or instrumentalities and the Provider or any firm, corporation, partnership or joint venture in which the Provider has a controlling financial interest in order to secure repayment of any reimbursements for services provided under this or any other contract for which the County discovers was not reimbursable through its inspection, review and/or audit pursuant to this Contract.

ARTICLE 18. PROHIBITED USE OF FUNDS

A. **Adverse Actions or Proceeding.** The Provider shall not utilize County funds to

retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. The Provider shall not utilize County funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials.

B. **Religious Purposes.** County funds shall not be used for religious purposes.

C. **Commingling Funds.** The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources. The Provider shall establish a separate account exclusively for receipt of the funds received pursuant to this Contract.

D. **Double Payments.** Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

ARTICLE 19. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW

A. **Certificate of Corporate Status.** The Provider must submit to the Contract Manager, within thirty (30) days from the date of execution of this Contract, a certificate of corporate status in the name of the Provider, which certifies the following: that the Provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Providers most recent annual report has been filed; that its status is active; and that the Provider has not filed Articles of Dissolution.

B. **Board of Director Requirements.** The Provider shall ensure that the Provider's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this Contract funded through County Funds by passage of a formal resolution authorizing execution of this Contract with the County. A copy of this corporate resolution must be submitted to the County prior to contract execution. A current list of the Provider's Board of Directors and officers must be included with the submission. The Provider acknowledges and understands that all contract documents shall be signed by either the Provider's President or Vice President. The Provider's resolution shall at a minimum: list the name(s) of the Board's President, Vice President and, only in the event that the President or Vice President is not available to execute the contract documents, any other persons authorized to execute this Contract on behalf of the Provider; affirmatively state that a quorum was present at the time of adoption of the resolution; and reference the service categories and dollar amounts in the award, as may be amended.

C. **Proof of Tax Status.** The Provider is required to submit to the County the following documentation: (a) W-9 Form (**Attachment M**); (b) The I.R.S. tax exempt status determination letter; (c) the most recent I.R.S. form 990; (d) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (e) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

D. **Conflicts of Interest.** Section 2-11.1(d) of Miami-Dade County Code as amended, requires any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County competing or applying for any such contract as it pertains to this solicitation, to first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Further, any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Contract voidable.

E. **Accounting Records.** The Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by the Provider for no less than three (3) years beyond the term of this Contract, and shall be made available for review upon request from County authorized personnel.

F. **Financial Audit.** If the Provider has or is required to have an annual certified public accountant's opinion and related financial statements, the Provider agrees to provide these documents to the County no later than one hundred eighty (180) days following the end of the Provider's fiscal year, for each year during which this Contract remains in force or until all funds received pursuant to this Contract have been so audited, whichever is later.

G. **Access to Records: Audit.** The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing or approval. The Provider shall provide access to all of its records which relate to this Contract at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to ensure compliance with applicable accounting and financial standards.

H. **Quarterly Reviews of Expenditures and Records.** The County Commission Auditor may perform quarterly reviews of Provider's expenditures and records. Subsequent payments to the Provider shall be subject to a satisfactory review of Provider's records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Provider agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

I. **Quality Assurance / Recordkeeping.** The Provider shall maintain, and shall require that the Provider's subcontractors and suppliers maintain, complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in the **Attachment A**, Scope of Services, of this Contract. The Provider and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Contract for a period of ☒ three (3) years or ☐ _____ years (for State contracts) from the expiration date of this Contract.

The Provider agrees to participate in evaluation studies, quality management activities, Corrective Action Plan activities, and analyses carried out by or on behalf of the County to evaluate the effectiveness of client service(s) or the appropriateness and quality of

care/service delivery. Accordingly, the Provider shall allow authorized County staff involved in such efforts to examine and review the Provider's premises and records.

J. **Confidentiality Requirements.** The Provider shall establish and implement policies and procedures which ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. The policies and procedures must ensure that:

(1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;

(2) Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the County;

(3) Access to confidential information is restricted to authorized personnel of the Provider, the County, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General;

(4) Records are not left unattended in areas accessible to unauthorized individuals;

(5) Access to electronic data is controlled;

(6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating Provider site;

(7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;

(8) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

K. **Monitoring: Management Evaluation and Performance Review.** The Provider agrees to permit County authorized personnel to monitor, review and evaluate the program/work which is the subject of this Contract. The County shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Contract. The Provider shall permit the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to the Provider and the Provider will rectify all deficiencies

cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time the County may suspend payments or terminate this Contract. The County may conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Contract and funding are dependent upon the County being satisfied with the results of the evaluations.

L. **Client Records.** The Provider shall maintain a separate individual client chart for each client/family served, where appropriate. This client chart shall include all pertinent information regarding case activity. At a minimum, the client chart shall contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the type of service provided. These client charts shall be subject to the audit and inspection requirements under Article 19, Sections F, G and H of this Contract.

M. **Disaster Plan/Continuity of Operations Plan (COOP).** The Provider shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Florida Statutes related to Emergency Management that are applicable to the Provider. The Disaster Plan/COOP must be submitted to the County no later than April 1st of the contract term and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site.

N. Continuum of Care (CoC) Coordinated Intake and Assessment Process

The Provider shall participate in the Continuum of Care's (CoC) Coordinated Intake and Assessment process, to include, but not limited to: participation in the CoC's defined process to make and receive referrals for housing and/or services (including the use of the Homeless Management Information System (HMIS) for such, if required in the Standards of Care); use of any forms required (e.g. Release of Information, Homeless Verification Form, Chronic Homeless Verification Form, etc.); compliance with established Standards of Care (and any revisions thereof) relating to eligibility criteria and timely processing of referrals; and cooperation with established prioritizations for placement.

O. Public Records

Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
(d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the

performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

Provider's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Provider does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

ARTICLE 20. Office of Miami-Dade County Inspector General

Miami-Dade County has established the Office of the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector general is empowered to analyze the necessity of and reasonableness of proposed charge orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain

to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontractors and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

ARTICLE 21. SUBCONTRACTORS and ASSIGNMENTS

A. **Subcontracts.** The parties agree that no assignment or subcontract will be made or let in connection with this Contract without the prior written approval of the County in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by all of the terms and conditions of this Contract.

1) If the Provider will cause any part of this Contract to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Provider; and the Provider will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Provider.

2) The Provider, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.

3) Before entering into any subcontract hereunder, the Provider will inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly

comply with the requirements of this Contract.

4) In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Contract.

5) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Contract. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Provider shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations; and the option to pay the Subcontractor directly for the performance by such subcontractor. The foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

B. **Prompt Payments to Subcontractors.** The Provider shall issue prompt payments to subcontractors that are small businesses (annual gross sales of $750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Contract or debarment.

ARTICLE 22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Provider agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County's orders, statutes, ordinances, rules and regulations that may pertain to the Services required under this Contract, including but not limited to:

a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

b) Miami-Dade County Code, Chapter 11A, including but not limited to Articles III and IV. All Providers and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

c) Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 et seq. of the Code of Miami-Dade County, as amended.

d) Miami-Dade County Code Section 10-38, Debarment of contractors from County work.

e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et seq. Code of Miami-Dade County pertaining to complying with the County's Domestic Leave Ordinance.

f) Miami-Dade County Ordinance 99-152 codified at Section 21-255 et seq. prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

g) Miami-Dade County Resolution 478-12. The Provider will not use products or foods containing "pink slime," as defined in Resolution 478-12 of the Board of Miami-Dade County Commissioners, in food that is provided or served pursuant to this agreement."

Notwithstanding any other provision of this Contract, Provider shall not be required pursuant to this Contract to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Provider, constitute a violation of any law or regulation to which Provider is subject, including but not limited to laws and regulations requiring that Provider conduct its operations in a safe and sound manner.

ARTICLE 23. MISCELLANEOUS

A. **Publicity.** It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Contract shall recognize and adequately reference the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County (by inserting the Miami-Dade County Homeless Trust Logo on all materials) for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and

stationery. The use of the official Miami-Dade County Homeless Trust logo is permissible for the publicity purposes stated herein. Provider shall submit sample or mock up of such publicity or materials to the County for review and approval. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this Contract, are informed that the County is its funding source.

B. **Governing Law and Venue.** This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Contract shall be Miami-Dade County, Florida.

C. **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Contract including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

The County and Provider mutually agree that modification of the Scope of Services, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Contract executed by both parties.

The Mayor or the Mayor's designee is authorized to make modifications to this Contract as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed modifications to this Contract.

D. **Counterparts.** This Contract is executed in three (3) counterparts, and each counterpart shall constitute an original of this Contract.

E. **Headings, Use of Singular and Gender.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

F. **Review of this Contract.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

G. **The County's Consultant.** The Provider understands that in order to facilitate the implementation of this Contract, the County may from time to time designate in writing a development consultant to work with the Provider. The County's consultant shall be considered the County's designee with respect to all portions of this Contract with the exception of those provisions relating to payment of the Provider for services rendered. The County shall provide written notification to the Provider of the name, address, and employees of the County's consultant.

H. **Contracts with Municipalities or Counties Outside Miami-Dade County to Provide Homeless Housing in Miami-Dade County.** The Provider desiring to transact business or enter into a Contract with the County for the provision of homeless housing and/or services swears, verifies, affirms and agrees that (1) it has not entered into any current contract, arrangement of any kind, or understanding with any municipality outside of Miami-Dade County or any County (collectively "locality") to provide housing and services for homeless persons in Miami-Dade County who are transported to Miami-Dade County by or at the behest of such locality and (2) during the term of this Contract, it will not enter into any such contract, arrangement of any kind, or understanding; provided, however, upon the written request of the Provider prior to entering into such contract, understanding that the County may, in its sole and absolute discretion, find and determine within sixty (60) days of such request that a proposed contract should not be prohibited hereby, as the best interests of the homeless programs undertaken by and on behalf of Miami-Dade County would not be negatively affected by such contract, arrangement, or undertaking.

I. **Incident Reports.** The Provider must report to the Miami-Dade County Homeless Trust information related to **any** critical incidents occurring during the administration of its programs. The Provider is to utilize the "Incident Report" form attached as **Attachment N.** In addition to reporting this incident to the appropriate authorities, the Provider must within twenty-four (24) hours of any incident, submit in writing a detailed account of the incident. This incident report should be addressed to the County. This incident report should be addressed to Miami-Dade County Homeless Trust, 111 NW First Street, 27th Floor, Suite 310, Miami, Florida 33128; telephone (305) 375-1490 and facsimile (305) 375-2722.

J. **Totality of Contract / Severability of Provisions.** This Contract and Attachments, with it recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties.

1. **No 3rd Party Beneficiaries**. The Parties agree that this contract has no intended or unintended third party beneficiaries.

K. **Property.** This section applies to equipment with an acquisition cost of $5,000 or more per unit and all real property.

a. Any real property under the Provider's control that was acquired/improved in whole or in part with funds from the Homeless Trust and any equipment purchased for $5,000 or more shall be disposed of, at the expiration or termination of this contract, in accordance with instruction from the Homeless Trust. Real Property is defined as land, including land improvements, structures, and appurtenances thereto, including movable machinery and equipment. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

b. All equipment with an acquisition cost of $5,000 or more per units and all real property purchased in whole or in part with funds from this and previous contracts with the Homeless Trust, or transferred to the Provider t after being purchased in whole or in part with funds from the Homeless Trust shall be listed in the property records of the Provider and shall

include a legal description, size, date of acquisition, value at time of purchase, owner's name if different from the Provider, information on the transfer or disposition of the property, and map indicating whether property is in parcels, lots or blocks and showing adjacent streets and roads. Notwithstanding documentation required for reimbursement purposes, a copy of the purchase receipt for any asset described above purchased with Homeless Trust funds must also be included in the Provider's monthly reimbursement package submitted to the Homeless Trust in the month in which the item was purchased along with the "Provider Asset Inventory" **(Attachment O).**

c. All equipment with an acquisition cost of $5,000 or more per unit and all real property shall be inventoried annually by the Provider and an inventory report shall be submitted to the Homeless Trust. This report shall include the elements listed in the paragraph listed above.

Attachment A:	Scope of Services
Attachment A-2:	Miami-Dade County Homeless Trust Board Approval Minutes
Attachment B:	Budget
Attachment C:	Miami Dade County Affidavits
Attachment D:	State Affidavits **(NOT APPLICABLE)**
Attachment E:	Primary Care Invoice for Services
Attachment F:	Monthly Payment Requests Reports
Attachment G:	Monthly Performance Reports
Attachment H:	Outcome Performance Measurements Monthly Report **(Not Applicable)**
Attachment I:	Client Contribution Report **(Not Applicable)**
Attachment J:	Client Attendance Roster **(Not Applicable)**
Attachment K:	Vacancy/Permanent Housing Placement Report (Quarterly) **(Not Applicable)**
Attachment L:	Annual Performance Report & Annual Actual Expenditure Report
Attachment M:	W-9 Form
Attachment N:	Incident Report
Attachment O:	Provider Asset Inventory Report
Attachment P:	Client Services Certification Form

No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Contract, along with all of its Attachments, effective as of the contract date herein above set forth.

WITNESSES:

ENTITY: CITY OF MIAMI, FLORIDA
A municipal corporation of
The State of Florida

By: _____
TODD B. HANNON
CITY CLERK

By: _____
DANIEL J. ALFONSO.
CITY MANAGER

Approved as to Form and Correctness:

By: _____
VICTORIA MENDEZ
CITY ATTORNEY

Approved as to Insurance Requirements:

By: _____
CALVIN ELLIS
RISK MANAGEMENT

Affix Incorporation SEAL here

ATTEST:

HARVEY RUVIN, CLERK

BY: _____
DEPUTY CLERK

Miami-Dade County, a political subdivision of The State of Florida

_____
CARLOS A. GIMENEZ
MAYOR

_____
(DATE)

FL0211L4D001205 City of Miami Outreach

The Subrecipient shall provide one thousand eight hundred eighty-seven (1,887) outreach contacts and at least two hundred-thirty-nine (239) CoC Homeless Assistance placements of homeless families and individuals during the one (1) year Grant term. The Subrecipient will participate in the Continuum of Care's established Coordinated Intake and Assessment process, to include the acceptance of referrals through the centralized referral process, and the utilization of required certifications. Referral will be accepted from emergency shelters, transitional housing facilities, outreach teams and other service providers in the Continuum of Care.

The Subrecipient shall provide services as proposed in the application to U.S. HUD pursuant to the 2012 NOFA (incorporated herein by reference), including but not limited to:

1. Extensive outreach;
2. Initial assessment and evaluation for residential stability;
3. Placement services including emergency, safe havens, transitional and permanent housing;
4. Placement may include temporary hotel or motel if applicable and available;
5. Referral and placement to all appropriate and available housing;
6. Referral to all applicable mainstream services and programs;
7. Transportation assistance services; and
8. Seven (7) day follow up to all services provided.

Conditions:

1. Reimbursements shall be limited to leasing, operations, supportive services, project administration, and the costs associated with these activities as described in the Subrecipient's application, and approved by the Recipient. Reimbursement shall be made only for the costs incurred for operations, administration and supportive services actually provided to program participants, unless the Recipient agrees, in writing, to another mode of payment as provided for in this Agreement;
2. The Subrecipient is responsible for matching all eligible, allowable, allocable funds (except leasing) by providing documentation verifying the 25% cash or in-kind value expended;
3. Monthly progress reports and program narratives signed by the Subrecipient's Executive Director or duly authorized designee shall be submitted, as required;
4. The Subrecipient shall serve program participants (clients) referred by the Recipient within available resources or its designee for housing and or services through the Recipient's established referral process;
5. Services shall be provided in accordance with the timeline submitted by the Subrecipient;
6. Any proposed modifications or revisions to the Subrecipient's program and or services must be submitted in writing and must receive prior approval by the Recipient; and
7. The Subrecipient shall achieve the performance measures delineated in their application to U.S. HUD and in 24 CFR Part 578 CoC Homeless Assistance Program.

Note: The Emergency Solutions Grant (ESG) provides match funds for the Miami Homeless Assistance Program's CoC Outreach grants. This gap funding will support the reduction in funds for this operating year.

MIAMI-DADE COUNTY HOMELESS TRUST
JOINT FINANCE & AUDIT AND EXECUTIVE COMMITTEE
MEETING MINUTES FOR SEPTEMBER 16, 2013

The following members present:

Steven Leifman, Chairman
Rabbi Solomon Schiff
Mayor Tomás Regalado
Ronald L. Book, Esq.
Violet Ryland for Gilda Ferradaz

The following persons were present:

Violet Ryland	Olga Golik, Esq.	Mike Pimentel
Holly Woodbury	Bobbie Ibarra	Liz Regalado
Dan Vincent	Constance Collins	Hilda M. Fernández
Sergio Tórres	Sarah Ingle	César Deville
Lázaro Trueba	Lisa Mozloom	Maggie Olano, Rec. Sec.
Lisa Magrino	Gilda Ferradaz	

I. Welcome And Introductions

Rabbi Schiff called the meeting to order at 9:48 a.m., welcomed everyone and proceeded to consider the meeting agenda. Mr. Vincent introduced Lisa Magrino, who has assumed the position of COO at Chapman Partnership.

II. Approval of Minutes

Rabbi Schiff inquired if there were any questions, comments or changes to the June 25th Joint Executive and Finance Committee and the July 1st Executive Committee minutes; not hearing **any. Judge Leifman made a motion to approve both of the meeting minutes. Ms. Ryland seconded the motion. All members present approved the motion set forth unanimously.**

III. Economic Indicator Report

Mr. Deville referred members and guests to the Food & Beverage Collection and Distribution Report and provided a brief synopsis of the report. The Food & Beverage Tax collection decreased in August by -9.92% as compared to August, 2012. The year-to-date figure represents an increase of 4.6%, representing $15,425,731 in collections. Mr. Deville stated there is only one month left in the fiscal year, and in order to reach the projected revenue collection of $16.9 million provided by the Budget Office, the Tax would have to experience a 28% increase over the September, 2012 collection, which is not likely to happen (never has before). This will affect the department's previous unencumbered carryover, which was projected to be $2.6 for this year, and can consequently affect the gaps and services funded with the carryover. The final September tax collection will determine the amount of any decrease. An inquiry has been made to the Tax Collector's office as to potential reason for the decrease. Ms. Fernandez reminded members and guests that, except for $800,000, all the unencumbered carryover was expended in the budget; adjustments will need to be made to the budget, accordingly, should revenues come in lower than budgeted. This means that the $800,000 carryover balance could be expended. The Tax Equalization Reserve balance will remain intact for now. During a brief discussion among members, it was suggested it might be good to have the Food & Beverage Tax collection compared to other taxes (such as the hotel tax), and for the Office of Management & Budget to readjust next year's projections. Mr. Deville reminded members that overall there is still an increase over last year's tax revenue.

Mr. Deville then continued to review the remainder of the report, which includes the National, State, and local unemployment rates; and the frequency, duration, and utilization of the Helpline calls.

IV. 3rd Quarter Financial Report

(Mr. Book joined the meeting at 10 a.m., took over the chairman duties, and Ms. Fernandez summarized the discussion prior to his arrival) Mr. Deville referred members and guests to the memo and report provided in the meeting packet detailing the department's financial status during the third quarter beginning April 1, 2013 through June 30, 2013. There is a total of $10.7 million in revenue and $9.4 million in expenses. Mr. Deville

then reviewed the spreadsheet that reflects the approved budget amount, the third quarter figures, the year-to-date balances, and the percent expended. It was noted that the meter program reflects a negative amount because 100% of the donations collected was applied toward the 44 family bed unit at Chapman Partnership. The expenses have occurred as expected. Third Quarter figures (revenue less expenses) total $1.3 million and year-to-date expenses are $10.5 million. Ms. Fernandez added that $30,739 of the donation meter revenue has been applied toward the 44 family bed units as of the third quarter. Ms. Fernandez explained the adjustments necessary due to the decreased tax collection. In response to the Committee's inquiries, Mr. Deville stated that the End of Year balance of Fund 150 Sub-Fund 150, the Capital Replacement Reserve and Tax Equalization Reserve funds respectively is approximately $7 million. Mr. Book commented that any reference to a $13 million surplus by anyone is a gross misstatement of the facts.

V. PROPOSED ADJUSTMENTS TO FY2012-13 AND FY2013-14

Ms. Fernandez referred members and guests to the memo and attachments provided in the meeting packet and briefly explained the budget process, specifically when it involves changes and adjustments. Due to the early commencement of the budget process, the Board approved the Operation and Capital Budget for FY 2013-14 on July 1, 2013 with several proposed changes. Subsequent to this approval additional changes had to be addressed, which included US HUD's grant adjustments (Planning Grant and HMIS Plus), the ESG reduction and the allocation of Food Beverage carryover dollars for that funding gap, and Hotel-Motel additional funding request.

(a) ESG Allocation/Distribution

Ms. Fernandez provided a detailed explanation of prior the budget funding allocation and recommended funding adjustments made concerning the ESG (Emergency Solutions Grant) with intermittent questions and clarifications. As members may recall, $900,000 from the unencumbered carryover was recommended and approved to address the ESG funding reductions to the three (3) entitlement jurisdictions (City of Miami, Hialeah, and the County), which impact current homeless prevention and rapid re-housing program, the Miami Homeless Assistance Program (MHAP Outreach), and the Beckham Hall Emergency Shelter. The allocation approved by the Board was $175,000 for homeless prevention, $475,000 for rapid re-housing (slightly more than the anticipated gap), $100,000 for Beckham Hall, and $150,000 for MHAP Outreach (leaving a gap of less than $23,000). Ms. Fernandez referred committee members and guests to Attachment A and reviewed the funding shifts. The main concern is any potential loss of beds at Beckham Hall. The revised allocation would transfer $75,000 to Beckham Hall. The County's Public Housing and Community Development has identified prior year unexpended ESG funds that will provide some of the gap funding. In the coming year, the number of beds at Beckham Hall will be reduced through attrition. The adjusted funding allocation will result in $879,592,000 in funding for the ESG project gaps, leaving an unallocated amount of $20,048 which was being recommended for the Hotel/Motel Program. It was noted that, but for this funding, the City of Miami Homeless Program would lose seven to eight staff members; this would still leave a gap in funding. **Rabbi Schiff made a motion to approve staff recommendations as presented and outlined in the memo. Judge Leifman seconded the motion.** There was a lengthy discussion regarding adjustments and options. Ms. Fernandez clarified questions concerning adjustments and options, except those under a Cone of Silence related to an ongoing County procurement process. The motion was amended so that the allocation of funds be conditional on the commitment of the remaining $22,493 gap from the City of Miami and that the $20,048 in hotel/motel funds come from the Food & Beverage Tax. **All members present approved the motion set forth with the proposed amendment unanimously.**

(b) Planning Grant

Ms. Fernandez reminded members that the Continuum of Care was recently awarded a Planning Grant to assist the Continuum with its objectives (primarily to enhance coordination efforts, improve survey data collection and census, technical assistance for Homeless Youth Count, procurement of hardware and software upgrade, evaluate and upgrade our standards of care and performance measures). Ms. Fernandez then explained the recommendations in detail that included the following:

1. Request Letters of Interest for needed consulting work and training needed that cannot be performed through the current technical assistance provider, not to exceed $10,000

2. *(Mr. Book disclosed that the University of Miami is a client of his in Tallahassee, Florida and recused himself)* Enter into an agreement with the University of Miami to provide an evaluation and analysis of the Youth Count process and data (already engaged through the Miami Coalition for Homeless)
3. Develop a preliminary agreement with 100,000 Homes for the implementation of their concept in our community and authority to negotiate the agreement.

Rabbi Schiff made a motion to approve staff recommendations as presented and outlined in the memo. Judge Leifman Schiff seconded the motion. There was a brief discussion regarding the technical assistance role and the 100,000 Homes model. Ms. Fernandez responded to concerns and questions and reminded members that this strategy is in line with US HUD's goal of ending chronic homelessness by 2015. **All members present approved the motion set forth unanimously.**

(c) Hotel/Motel

Ms. Fernandez provided a detailed explanation of prior funding allocations and recommended funding shifts. There was an allocation of $150,000 to the MHAP Hotel/Motel Program during the current fiscal year with a remaining balance of $14,952. With this change, a total of $650,000 for hotel/motel has been funded by the Homeless Trust. As noted in Attachment B, following a need and use analysis, an additional $180,048 is needed to end the fiscal year (total gap $195,000).The City of Miami Office of Community and Economic Development has identified prior year unexpended funds to fill some of the gap and has prepared an agenda item for their October Commission meeting. As noted in Attachment C, unexpended MOU and ID program funds can be used to cover $60,000 of the gap ($40,000 and $20,000 respectively). The $20,048 balance had been recommended to be provided from funds previously identified for ESG match for Rapid Re-housing and homeless prevention. The remaining $100,000 requires a City Commission approval. **Judge Leifman made a motion to approve the adjustments as presented and outlined, however to reverse the adjustment of $20,048 from Rapid Rehousing for the ESG gap and take that amount the from Reserve instead of Rapid Re-housing (in addition of the $150,000 for the City of Miami Hotel/Motel Program previously allocated).** In response to the discussion today, Mr. Torres made several comments and clarifications regarding the present staffing and operation of the Miami Homeless Assistance Program. **All members present approved the motion set forth unanimously.**

VI. RESULTS: HOMELESS CENSUS AUGUST 29, 2013 AND YOUTH COUNT

Mr. Book made several comments and thanked Ms. Ibarra and the staff of the Miami Coalition for the Homeless for work in the Youth I-Count and everyone else involved. Ms. Fernandez referred members and guests to the memo and attachments provided in the meeting packet and provided a description of the methodology and synopsis of the Homeless Count & Youth I-Count that took place August 29th through August 30th. Overall there were 848 people counted out on the street, this is an overall reduction of 46 people as compared to last summer. The City of Miami and South Dade numbers were up and the numbers in North Dade and Miami Beach decreased. The total number of sheltered homeless people is 3,103, representing an increase of 334 people. The combined total is 3,951 representing an overall increase of 288 people. The increase appears to be attributed to the expansion of emergency beds and the increased number of families in hotels from 16 last year to 146 this year. Ms. Fernandez responded to questions regarding the identification of the chronically homeless that likely suffer from substance abuse, mental illness, and/or co-occurring disorders, and how long people have been out on the street. Staff is developing new approaches to address the chronically homeless population and data collection methods, including an expansion of the registry discussed later in the agenda. Mr. Book stated there was recent poll where six (6) questions were asked of an unrepresentative sample of 1,700 people. Within those questions, there was a misleading push-question that asked: if they would support a plan to get people off the street if the subjects knew that there has been an 83% increase of homeless people in the last four (4) years on the street. Mr. Book stated that he was offended by this attempt (by an unknown group) to distort the facts.

VII. CHAPMAN PARTNERSHIP OPERATIONS AGREEMENT RENEWAL

Ms. Fernandez referred members and guests to the memo and attachment provided in the meeting packet and provided a brief background of the initial agreement and the subsequent renewal terms and prior renewals in 1998 and in 2003 where there was an amendment acknowledging that the construction of a third facility was

no longer required. In 2003, the County exercised its renewal option and approved two (2) five-year renewal periods, which expire in December of 2013. In addition to Chapman Partnership meeting all performance requirements, Chapman has been an integral part in the provision of service to the community. **Judge Leifman made a motion to approve staff recommendations as presented and outlined in the memo (to approve the remaining two (2) five-year extensions). Rabbi Schiff seconded the motion.** Mr. Book made several remarks of the experience with Chapman and the valuable service provided to the community made possible with their partnership, and thanked them. **All members present approved the motion unanimously.** Judge Leifman commented that Chapman Partnership's quality of service and competence is unparalleled, truly remarkable.

VIII. State and Federal Legislative Priorities

Ms. Fernandez referred members and guests to the memo and attachment provided in the meeting packet and provided a synopsis of the County's annual requirement to submit to the Office of Legislative Affairs a proposal for State and Federal Legislative and appropriations requests by and through the County's lobbying team. Attached are this year's priorities, which includes items of keen interest, such as the Crisis Outplacement Beds of the Jail Diversion Program; the re-implementation of the Gap Program, and Coalition funding. Mr. Book stated there are some pending appropriation issues that need to be discussed with Kelly Mallette and Jess McCarthy prior to submission. **Judge Leifman made a motion to approve the Legislative Request Package. Rabbi Schiff seconded the motion.** Mr. Book requested a caveat to the motion that the final approval and submission take place after Representatives Jack Latvala and Kathleen Peters are contacted. **All members present approved the motion with the caveat.**

IX. Tax Credit Program Certification process

Ms. Fernandez referred members and guests to the memo and attachments provided in the meeting materials and provided background as to the past project certification process, particularly with tax credit projects. Staff has drafted a form to establish a more formal certification process in anticipation of the Florida Housing Finance Corporation's competitive process. The Housing and Services Committee will discuss the form and the process at their upcoming meeting on September 20. In addition to the form, the established process of presenting the project to both the Housing Committee and Services Development Committee (to describe the project) and the requirements set forth in the certification will continue. This item is for information purposes only; the final recommendation will be presented to the board. **Judge Leifman made a motion to approve staff recommendations as presented and outlined in the memo. Rabbi Schiff seconded the motion. All members present approved the motion set forth unanimously.**

X. Review of NOFA Priorities

Ms. Fernandez referred members and guests to the memo provided in the meeting packet and provided background as to the National Alliance to End Homelessness recommendations and the US HUD goals and policy drivers that set the path to ending homelessness. It was clear that early implementation by local communities of these concepts would enhance competitive status and prepare for future endeavors. Approaches include, but are not limited to the following:

- Creation of new permanent housing (preferably housing first models) through reallocation, including reallocating low performing programs or those that do meeting the Federal Strategic Plan goals
- Review of prioritization process for permanent supportive housing placements
- Barrier removal for the chronically homeless into any level of housing

Ms. Fernandez reviewed the program drivers which include six (6) Performance Measures (listed) and the seven (7) Objectives (many already required) established by HUD which will also be expected of recipients. The primary focus will be objective #1: to create new permanent housing for chronically homeless persons. Ms. Fernandez then referred committee members and guests to the attached matrix where there are concepts and recommendations to achieve this goal. Ms. Fernandez reviewed The "Objective 1" Matrix, which was

discussed by committee members. Partners and guests in the audience also provided comments. The discussion included the following:

- Development and use of a Vulnerability Index
- Development of one wait list through a housing specialist
- Making referrals exclusively through HMIS; elimination of self-referrals
- Requirement that all permanent supportive housing programs that do not already do, set aside units for chronically homeless through attrition (emphasis added) (will be discussed further at the September 20th Services Development meeting)

Ms. Fernandez stated that HUD's perspective is to not provide or accomplish all needs at the emergency housing level, it is to build capacity and maximize within existing resources. This includes transitioning people that are capable out of subsidized housing, such as families whose children have become adults with income. **Judge Leifman made a motion to approve staff recommendations as presented and outlined in the memo and matrix. Ms. Ryland seconded the motion. All members present approved the motion set forth unanimously.**

XI. CITY OF MIAMI ISSUES-DISCUSSION

No City of Miami issues for discussion. Will be discussed at the Board meeting.

XII. M NETWORK REPORT

Ms. Mozloom provided a brief update on the public awareness activities that mirrors the report provided in the meeting materials.

- Youth iCOUNT coverage hit AP and ran nationwide in more than 25 media outlets
  - Stories also ran on all major networks in Miami
  - The Miami Herald
  - South Florida Gay News
  - The Cefalo Show on 810 AM
  - Raquel Regalado's show on 760 AM
- Wrote, staffed, edited PSAs and requested placement on WEDR and Clear Channel Stations; will play PSA at the full board meeting
- Homeless Awareness Day is on November 14. Active on Facebook; please "like." Ongoing outreach to UM, FMU, and are working with Miami-Dade College to secure a location for an evening event

XIII. CHAPMAN PARTNERSHIP REPORT

Mr. Vincent provided updates and announcements concerning the operations and events of the organization:

- Successful outplacement ending August 31, 2013 at the north facility was 58.7 and 77.78% at the south facility. Life-to-date at both locations was 63.42%, and the total admissions-to-date is 94,899
- Lisa Magrino is the new Chief Operating Officer
- This year the Alvah H. Chapman Jr. Humanitarian Award will be presented to the Miami Heat
- The James Jones Legacy Foundation Crew 22 Camp was held July 23 through the 26th where 48 Chapman children participated in an unforgettable and positive experience (Mr. Book made several comments on the wonderful event for the kids and for himself as well and thanked Chapman for his participation)
- The Comcast Internet Essentials press conference was hosted in conjunction with School Superintendent Carvalho at Chapman North on August 13th. This is phase three of Comcast's National Program to Bridge the Digital Divide, which provides discounted internet service to low income families. Five families will receive free internet service and net tablets. Chapman is attempting to include this in the "welcome home" packages
- Elizabeth Von Werne received an announcement that their proposal entitled "The Role of Emergency Housing in Promoting Stability and Sustained Recovery in a Housing-First World," was selected for the Beyond Housing 2014 Conference hosted by the Institute for Children, Poverty, and Homelessness which will be held January 15 – 17, 2014 in New York City, New York

- Entertainment industry stylists and make-up artists hosted a Women's Business Makeover Event on September 14th. Thirty (30) women from Chapman participated and received business attire, personal products and tips to assist them with their job readiness
- Tables are available for the 12th Annual Gala on October 18, 2013 at the Marriot Marquis. It will not be a black tie event this year

XIV. EXECUTIVE DIRECTOR'S REPORT

Due a time constraint, this report was deferred to the full Board.

XV. OTHER ITEMS

With no further business to discuss, the meeting adjourned at 11:53 a.m.

Ronald L. Book, Chairman
Homeless Trust Board

Memorandum

MIAMI-DADE COUNTY

Date: September 16, 2013

To: Miami-Dade County Homeless Trust Finance Committee and Executive Committee Members

From: Hilda M. Fernandez, Executive Director
Miami-Dade County Homeless Trust

Subject: Proposed Adjustments to FY 2012/13 and FY 2013/14 Budgets

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BACKGROUND

By February of each year, the Homeless Tryst is required to submit a proposed budget for the next fiscal year. On March 4, 2013, the Finance and Audit Committee reviewed the budget submitted by staff to the County's Office of Management and Budget for the next fiscal year. Because it was so early in the current Fiscal Year, and our annual Needs and Gaps analysis process had yet to be completed, it was understood that modifications to that initial submission would be likely. Our submission was adjustment by actions taken on March 4th, and incorporated in the Preliminary Budget for the County released by the County Mayor in June.

On July 1, 2013, the Miami-Dade County Homeless Trust Board approved the proposed FY 2013/14 Budget for the Miami-Dade County Homeless Trust. This proposed budget included, among other things, changes to address new funding, and well as the uses of carryover funds. Following Board approval, the information on the changes was subsequently submitted to the OMB, and those changes were included in the "Change Memo" for the County's Budget Hearings; the Change Memo reflects any changes to budgets after the release of the budget in early June.

Subsequent to the approval of the FY 2013/14 MDHT budget and submission of the Change Memo information, we received a request for additional funding for the Hotel/Motel program. In addition, USHUD announced funding for additional Tier 2 projects, including our Planning Grant. We also had an opportunity to review current ESG allocations with two of the entitlement jurisdictions to understand their funding, so that we could clarify how much in F & B Tax funds were needed to fill gaps.

ANALYSIS

The following modifications to the overall budget, or uses within budget line items, are recommended:

USHUD Grant adjustments:

1. Remove revenues/expenditures for two direct grants: It had been anticipated that two direct grantees would be included as sub-recipient projects. As such, their grant funding ($515,000) would pass through the Homeless Trust. However, at this time the two projects will remain as direct grants. As such, both the revenue and expenditures have been removed from the Grant line item.
2. Add new funding from new grants: USHUD announced Tier 2 awards for HMIS Plus ($15,000) and our Planning Grant ($250,000). As such, these two amounts need to be added to both grant revenues and expenditures.
3. Other adjustments: A positive $146,000 adjustment is necessary after receipt of final grant agreements and determination of final grant amounts.

The net effect of the grant funding reflected in the budget for USHUD is -$119,000 in both revenues and expenditures. As we are a pass-through, this has no effect on our operations.

ESG Allocation – Food and Beverage

As you may recall, we recommended the use of $900,000 in F&B unencumbered/unanticipated carryover funding to offset USHUD-announced reductions to the three entitlement jurisdictions that receive ESG funds. These reductions impact current homeless prevention and rapid re-housing programs, as well as the City of Miami's Homeless Assistance Program (outreach), and Beckham Hall Emergency Housing/Shelter. The Board approved an allocation of funding that included $175,000 for homeless prevention; $475,000 for Rapid Re-

housing; $100,000 for Beckham Hall; and $150,000 for MHAP Outreach. Subsequent to the Board approval, we had a conference call with all entitlement jurisdictions to discuss their proposed allocations in order to determine if the Trust's proposed funding met identified gaps. At that time it was determined that the F&B funding identified for homeless prevention and Rapid Re-housing was slightly more than the anticipated gaps. However, the $100,000 allocated for Beckham would result in a loss of beds, and the funding to MHAP did not make them 100% whole; the gap is less than $23,000.

The biggest concern is Beckham Hall. Following the call, staff reviewed the F&B allocations to each category and is recommending slightly shifting the approved funding to make additional funds available for Beckham Hall. Please refer to **Attachment A** for a breakdown by entitlement jurisdiction of the funding allocations from the entitlement jurisdictions for FY 13/14, the difference between FY 12/13 and FY 13/14 in ESG funding, the proposed, new Homeless Trust funding for each program, and whether that funding is more or less than the gap. As proposed, there would be a shift of $75,000 from Rapid Re-housing to Beckham Hall. While the funding to Beckham Hall does not make them whole, the County's Public Housing and Community Development Department has identified prior-year unexpended ESG funds that will fill some of the gap to close their grant year (which expires December 31, 2013). We are waiting to hear exactly how much funding they will be allocating, but we believe it is approximately $110,000. We are recommending no changes to the MHAP funding for their outreach program. These revised allocations would result in a total of $879,592,000 in funding for the ESG project gaps, leaving $20,048 unallocated. It is recommended that those unallocated funds be allocated to the MHAP for the Hotel/Motel program, as further explained below. It should be noted that based on ESG funding from the County for the next program year (January – December 2014), Beckham Hall's capacity is likely to be reduced from 88 beds to approximately 50-55 beds.

Hotel/Motel program
We continue to have challenges with our Hotel/Motel program, with use volumes now consistently higher. As you may recall, during the current fiscal year, it was necessary to allocate an additional $150,000 to the Hotel/Motel program administered by the Miami Homeless Assistance Program. Earlier this month, we received an analysis from MHAP of their current expenditures and their projected funding needed to finish the fiscal year. As noted in the attached (**Attachment B**), a total of approximately $180,000 more is expected to be needed close out the fiscal year. Subsequent to the receipt of this email, the City's Community and Economic Development identified prior year unexpended funds that they can allocate for this purpose and are preparing an agenda item for their October Commission meeting. **Attachment C** provides you with information on the Funding to MHAP year-to-date, their anticipated expenditures, and the proposed funding to meet the funding needs for this fiscal year. As noted, under-expenditures in the MOA and ID program agreements with MHAP could be used to cover $60,000 of the gap ($40,000 and $20,000 respectively). The MOU program already includes a line-item for hotel/motel. We would be shifting the under-expenditures all to that line, and using the funds to serve individuals other than those coming through MOA. The use of the $20,000 from the ID program requires an amendment, if approved. The $20,048 balance would come from the funds previously identified for ESG match for RRH/HP, as explained in the previous paragraph.

Planning Grant
As you may recall, our Continuum of Care applied for and was recently awarded a Planning Grant to assist us in meeting our objectives for the Continuum of Care. As you can see in the attached Planning Grant budget, the funding will allow us to, among other things, enhance our coordination efforts through improved surveys and counts, purchase software to assist us in management our contracts, secure consultants to assist us with the homeless youth count, provide training, and develop/evaluate our standards of care and performance measures. This will also offset a portion of the costs for the previously approved administrative support staff. At this time, we would like approval for the following:

1) Issue a Request for Letters of Interest for any consulting work that is needed, and that cannot be performed through an additional agreement with our current technical assistance provider. It is anticipated that no single consulting agreement would exceed $10,000. This would include assistance with training, as well as project evaluation.

2) Enter into an agreement with the University of Miami to provide the evaluation and analysis of the Youth Count process and data. The University has been engaged in the process through the Miami Coalition for the Homeless
3) Develop a preliminary agreement with 100,000 Homes for the implementation of the 100,000 Homes concept in our community

We will be proceeding with the procurement of the hardware and software using the standard county procurement processes, and working with our existing HMIS provider for the customization requirements.

CONCLUSION:
While we attempt to identify all potential revenues and expenditures at the time of budget development, due to changes in needs or new funding allocated or reduced, it is necessary to make adjustments. The recommended actions are intended to ensure continued services, and access to new funding to improve the current system of care.

ATTACHMENTS

HMF

FOOD AND BEVERAGE FUNDING FOR ESG PROGRAMS - FY 2013/14

CITY OF MIAMI

Agency	Description of Services	ESG Funding 2012	ESG Recomm for FY2013-2014	Difference	HT Funding	Gap
Citrus Health Network, Inc.	Rapid Rehousing	$ 63,351.00	$ 35,320.74	$ 28,030.26	$ 37,995.00	$ (9,964.74)
	Homeless Prevention	$ 147,819.00	$ 82,415.06	$ 65,403.94	$ 66,500.00	$ (1,096.06)
Citrus Health Network, Inc.	Program Administration		$ 9,056.60			
City of Miami Com & Econ Dev	Program Administration		$ 18,113.20			
Miami Homeless Assistance Program	Street Outreach	$ 389,852.00	$ 217,358.40	$ 172,493.60	$ 150,000.00	$ 22,493.60
				SUBTOTAL:	$ 254,495.00	

MIAMI-DADE

Agency	Description of Services	ESG FUNDING 2012	ESG Recomm for FY2013-2014	Difference	HT Funding	Gap
Camillus	Beckham Hall Shelter	$ 750,000.00	$ 429,635.00	$ 320,365.00	$ 175,000.00	$ 145,365.00
Citrus Health Network	Rapid Rehousing	$ 412,500.00	$ 214,817.00	$ 197,683.00	$ 235,570.00	$ (37,887.00)
	Homeless Prevention	$ 137,500.00	$ 71,607.00	$ 65,893.00	$ 61,250.00	$ 4,643.00
				SUBTOTAL:	$ 471,820.00	

HIALEAH

Agency	Description of Services	ESG FUNDING 2012	ESG Recomm for FY2013-2014	Difference	HT Funding	Gap
Citrus Health Network	Rapid Rehousing	$ 164,510.00	$ 82,255.00	$ 82,255.00	$ 106,387.00	$ (24,132.00)
	Homeless Prevention	$ 91,532.00	$ 45,766.00	$ 45,766.00	$ 47,250.00	$ (1,484.00)
	Emergency shelter	$ 24,237.00	$ 12,118.50	$ 12,118.50		
				SUBTOTAL:	$ 153,637.00	
				GRAND TOTAL - ALL:	$ 879,952.00	

SUMMARY REVISED ALLOCATIONS:

Description of Services	ESG FUNDING 2012	ESG Recomm for FY2013-2014	Difference	HT Funding	Gap
Rapid Rehousing	$ 640,361.00	$ 332,392.74	$ 307,968.26	$ 379,952.00	$ (71,983.74)
Homeless Prevention	$ 376,851.00	$ 199,788.06	$ 177,062.94	$ 175,000.00	$ 2,062.94
Beckham Hall	$ 750,000.00	$ 429,635.00	$ 320,365.00	$ 175,000.00	$ 145,365.00
MHAP Ops	$ 389,852.00	$ 217,358.40	$ 172,493.60	$ 150,000.00	$ 22,493.60
			GRAND TOTAL ALL:	**$ 879,952.00**	
			Available Balance:	$ 20,048.00	

ATTACHMENT A

REVISED PUBLIC NOTICE
Thursday, December 12, 2013 at 9:00 A.M.
City of Miami Commission Chamber
3500 Pan American Drive
Miami, FL 33133

City of Miami Department of Community Development

Federal regulations governing CDBG and other HUD programs require that a participating jurisdiction provide citizens with reasonable notice of and an opportunity to comment on any new allocation and/ or amendment of HUD programs. In addition, the public is advised of the proposed new allocation(s)/ amendment(s) to the funding of the City program(s) as indicated below:* † ‡

Discussion and Proposed Resolutions authorizing the acceptance, allocation, and/or transfer of funds for the following agenda items:* † ‡

1. Discussion and Proposed Resolution accepting Program Year ("PY") 2014-2015, United States Department of Housing and Urban Development ("HUD") Entitlement Grant funds, in the total projected amount of $18,793,745, as stated herein for the following programs: (a) Community Development Block Grant ("CDBG"): $4,310,994; (b) Home Investment Partnerships ("HOME"): $2,739,022; (c) Housing Opportunities for Persons with AIDS ("HOPWA"): $11,381,465; (d) Emergency Solutions Grant ("ESG"): $362,264.
2. Discussion and proposed resolution accepting PY2014-2015, Section 8 Housing Program funds, in the total projected amount of $3,800,000 for rental assistance, and in the projected amount of $400,000 for program administration, for the total projected amount of $4,200,000.
3. Discussion and proposed resolution authorizing the allocation of PY2014-2015 HOME funds in the total amount of $2,739,022 in the following categories: $273,902 for program administration, $1,500,000 for District 2 homeownership activities and $965,120 for all other housing programs.
4. Discussion and proposed resolution authorizing the allocation of PY2014-2015 ESG funds in the projected amount of $362,264, as specified below:

Recommended Distribution of Funds to Agencies/ Program	Services Provided	ESG Projected Recommendation PY2013-2014
Citrus Health Network, Inc.	Rapid Re-housing & Homeless Prevention Program	$117,735.80
Citrus Health Network, Inc.	Program Administration	$ 9,056.60
City of Miami – Department of Community & Economic Development	Program Administration	$ 18,113.20
City of Miami – Homeless Program, Neighborhood Enhancement Team	Street Outreach	$217,358.40
	TOTAL:	**$362,264.00**

5. Discussion and proposed resolution authorizing the allocation of PY2014-2015 CDBG funds, in the total projected amount of $4,423,494 in the following categories: $862,199 for program administration, $646,649 and the projected amount of $112,500 from previous years' program income, for Public Services, $2,132,146 for Economic Development, $670,000 to City of Miami Department of Code Enforcement.
6. Discussion and Proposed Resolution authorizing the allocation of PY2014-2015 HOPWA Funds, in the projected amount of $11,381,465 and $1,000,000 from previous years HOPWA funding, for a total projected amount of $12,381,465, as specified below:

Recommended Distribution of Funds to Agencies/ Program*	Services Provided	Amount
City of Miami- Department of Community Development	Program administration	$292,794
Apple Tree Perspectives, Inc.	Technical Assistance	$48,650
Miami Beach Community Development Corporation – Westchester Apartments	Project Based-Operating Support	$28,000
Carrfour Supportive Housing, Inc. – Harding Village		$28,000
Carrfour Supportive Housing, Inc. – Little River Bent		$21,000
Center of Information & Orientation, Inc.	Long Term Tenant Based Rental Subsidy Program (LTRA) – Housing Specialist Services, Move-in, compliance, walk-through, exit & HQS Inspections	$437,980
Empower "U", Inc.		$437,980
Miami Beach Community Development Corporation, Inc.		$348,230
Sunshine for All, Inc.		$398,490
Spanish American Basic Education and Rehabilitation, Inc.		$175,910
City of Miami Department of Community Development		$10,115,781
HIV Education & Law Project, Inc. (HELP, Inc)	Legal Services	$48,650
	Total Allocated:	**$11,381,465**

Includes $1M from Prior Year(s) funding

7. Discussion and proposed resolution allocating CDBG funds originally allocated to Greater Miami Chamber of Commerce, Inc. to be changed to Action Center for College Educational Services and Scholarship Foundation for the construction of a Business Center at Miami Northwestern High School.
8. Discussion and proposed resolution authorizing the allocation of Neighborhood Stabilization Program 1 ("NSP1"), Program Income funds up to $300,000 funds for the construction of new affordable homes at the City of Miami owned sites located at 1477 Northwest 60th Street, 1336 Northwest 60th Street, 5852 Northwest 13th Avenue, and 1497 Northwest 60th Street a/k/a 6005 Northwest 15th Avenue, Miami, Florida, and approve Amendment #3 to the construction contract with Link Construction Group, Inc. for the design and construction of single-family infill housing.

* *The adoption of this Ordinance/Resolution, by the City Commission, authorizes the City Manager to draft/ amend the appropriate City of Miami annual Action Plan.*

† *This item(s) will be available for public comment and review for a period of no less than 30 days. The review and comment period begins Tuesday, November 12, 2013 and ends Wednesday, December 11, 2013. The proposed amendment(s) will be presented to City Commission for approval on Thursday, December 12, 2013 (public hearing).*

‡ *Draft copies will be available at the City of Miami Department of Community Development office located at **444 SW 2nd Avenue, 2nd floor, Miami, Florida, 33130.** Comments to the amendments must be submitted in writing to: **444 SW 2nd Avenue, 2nd floor, Miami, Florida, 33130: Attn: Natasha Bordes, and must be received no later than December 11, 2013.***

Interested individuals are encouraged to attend this Public Hearing. The meeting site is accessible to the handicapped. Requests for special accommodations may be directed to the Department of Community Development at (305) 416-2080 no less than three (3) business days prior to the Public Hearing date.

Annual Action Plan
FY 2012-2013

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24 CFR 91.220 (e)

HOMELESS

Background

Miami-Dade County has one of the highest homeless rates in the State of Florida. According to the Shimberg Center for Affordable Housing[2], Miami-Dade County is second statewide to Hillsborough County in the number of homeless individuals residing in the County; Hillsborough has 14 percent of the State's homeless population residing within its jurisdiction and Miami-Dade has 10 percent. With respect to homeless families with children, Miami-Dade County has a significantly smaller population (ranked 8th in the State) with five percent, compared to Hillsborough's rate of 20 percent.

According to homeless enumerations conducted in July 2007, approximately 36 percent of the County's homeless population is located within the City of Miami. The high concentration of homelessness in the City can be attributed to the following factors:

- Three of the five major shelters in the County are located in the City; one of the two remaining is located across the street from the City limits.
- Jackson Memorial Hospital (the public hospital that serves the homeless and indigent) is located in the City of Miami.
- The County's major correctional facility is within the City and releases arrestees from throughout the County into the City of Miami.
- Approximately 60 percent of treatment facilities are located in the City of Miami.

Other factors that that attribute to the high homeless numbers and make Miami unique are the continual flow of immigrants and the warm weather conditions throughout the winter months.

[2] *2007 Rental Housing Market Study- The Need for Housing for Homeless Persons. Shimberg Center for Affordable Housing. October 1, 2007.*

Miami-Dade Homeless Trust

The Miami-Dade Homeless Trust (Homeless Trust) is a County organization that serves as the link between the five local entitlement jurisdictions, including the City of Miami, and multiple systems of care that also represent various sub-populations impacted by homelessness. The Homeless Trust was created in 1993 by the Board of County Commissioners. One of its missions is to implement the community's Continuum of Care Plan, the Miami-Dade County Community Homeless Plan. This plan delineates a comprehensive strategy for the delivery and coordination of homeless housing and services for the entire County, including all its municipalities and jurisdictions. It is comprised of: temporary care (emergency housing), primary care (transitional housing) with extensive case management services, and advance care (permanent) supportive housing.

The City of Miami's pro rata share of McKinney funds, as well as those of the other four entitlement jurisdictions, are pooled into the Homeless Trust's annual application for funds under HUD's SuperNOFA. The Homeless Trust serves to reduce duplication of efforts and resources, and ensures coordination between the entitlement jurisdictions, multiple funders and providers of services to special needs populations. The Board of the Homeless Trust sets policy on funding priorities and strategies utilizing input from key stakeholders. These priorities, as well as the gaps and needs analysis, are utilized by these other major funders, and incorporated on an annual basis into entitlement jurisdictions' Consolidated Action Plans and the local county-wide Social Services Master Plan.

Miami Homeless Assistance Program (MHAP)

MHAP is a City of Miami office that is a key component in a County-wide Continuum of Care System. It should be noted that, as part of the Continuum of Care agreement, the City of Miami does not operate any homeless facilities. These services are provided by the County. However, since a significant number of the homeless population resides within city limits, the City of Miami provides outreach services to homeless individuals and families through MHAP. It is worthy to note that since MHAP's inception, the program has placed 49,250 individuals and families into the Continuum of Care.

The Mission of MHAP is to provide outreach, assessment, placement, information, referral and transportation services to homeless individuals and families in a caring and professional manner and to employ and train formerly homeless men and women. MHAP's goals are to:

- Identify, and engage homeless individuals and to place them into appropriate housing.
- Facilitate employability skills, a work history and instill life management responsibilities to our formerly homeless employees, thereby strengthening their ties to the community.
- Significantly reduce the number of homeless individuals and families in the City of Miami.

CITY OF MIAMI HOMELESS POPULATION CHARACTERISTICS

Miami's homeless population is as diverse as its residents. Those facing homelessness have two main commonalities –they experience dismal poverty and they are unable to access safe and affordable housing. The following is a brief description of the City's homeless population based on data collected of the homeless served by the City of Miami Homeless Program in 2007-2008:

Table VII-1: Demographics of Individuals Placed in Services, City of Miami (2007-2008)

Gender Breakdown	
Males	81%
Females	10%
Transgender	9%
Ethnic Breakdown	
African American	59%
Anglo	8%
Hispanic	18%
Other	15%
Racial Breakdown	
Black	59%
White	26%
Other	15%
Family Status	
Single	73%
Family	27%
Age Structure	
0 – 18	<1%
18 – 30	6%
30 – 40	50%
40 – 50	38%
50 +	5%

Source: Miami Homeless Assistance Program

CURRENT HOMELESS ENUMERATIONS

Miami-Dade County

The Continuum of Care Gaps Analyses is the method used for quantifying the housing needs of homeless persons by local governments, including Miami-Dade County. According to the Miami-Dade Continuum of Care, Miami-Dade County has a total of 4,392 homeless persons: 3,163 homeless individuals and 347 homeless families with children (1,229 people).[3] It is important to note that MHAP estimates that 36 percent of the county's homeless population resides within the City of Miami.

Table VII-2: Homeless Populations and Subpopulations, Miami-Dade County: January 2008

Homeless Population	Sheltered		Unsheltered	Total
	Emergency Shelter	Transitional Housing		
Number of Families with Children (Family Households)	144	202	1	347
1. Number of Persons in Families with Children	474	753	2	1,229
2. Number of Single Individuals and Persons in Households without children	830	955	1,378	3,163
TOTAL (lines 1+2)	1,304	1,708	1,380	4,392

Homeless Subpopulations	Sheltered	Unsheltered	Total
1. Chronically Homeless	133	274	407
2. Severely Mentally Ill	360	505	865
3. Chronic Substance Abuse	586	461	1047
4. Veterans	133	120	253
5. Persons with HIV/AIDS	68	28	96
6. Victims of Domestic Violence	166	39	205

Source: Continuum of Care Housing Gaps Analysis and Housing Population January 2008.

City of Miami

Despite the high number of homeless individuals in the County, it is worthy to note that in recent years the City of Miami has demonstrated a continuous decline of the homeless population. According to the last census performed by MHAP on January 29, 2008, the homeless population has continue decreasing in recent years with the most current count showing the City's homeless population within its Neighborhood Enhancement Team (NET) boundaries areas at 383 homeless individuals. This is a 54

[3] *Data from Continuum of Care Housing Gaps Analysis and Housing Population (CoC Gaps and Needs January 2008)*

percent reduction of the homeless street population in the City of Miami since the last Consolidated Plan was updated in 2004. Furthermore, in July of 2007, the U.S. Department of Housing and Urban Development recognized the City of Miami as a leader in nationwide effort to end homelessness.

Table VII-3: Homeless Enumerations

NEIGHBORHOOD	2003	2004	2004	2005	2005	2006	2006	2007	2007	2008	2009
Allapattah	119	44	28	21	53	41	16	31	24	31	24
Coconut Grove NE	8	16	12	15	8	19	15	0	7	11	5
Coconut Grove SW	27	9	13	3	4	13	10	12	12	2	7
Coral Way	35	12	4	9	8	7	11	2	4	8	9
Downtown	381	350	291	317	294	306	509	158	298	253	192
Flagami	34	25	13	28	7	39	8	12	13	8	10
Little Haiti	98	127	86	84	81	55	32	41	37	69	16
Little Havana	31	43	36	34	23	16	22	16	33	14	16
West Flagler	13	6	2	5	21	17	16	9	15	10	7
Model City	27	52	120	48	35	38	24	56	58	12	18
Overtown	246	186	128	133	109	114	88	29	47	50	41
Upper Eastside	32	20	42	26	39	39	32	15	39	13	14
Wynwood/ Edgewater	101	51	52	36	56	44	58	36	24	33	24
Total	**1,152**	**941**	**827**	**759**	**738**	**748**	**841**	**417**	**611**	**514**	**383***

Source: Miami Homeless Assistance Program, Analysis of Homeless Enumerations
**33 Sex Offenders residing under Julia Tuttle Causeway bring the total up to 416*

HOMELESS NEEDS GAP ANALYSIS

The existing inventory of shelter facilities for the homeless in the City of Miami includes emergency shelters, transitional housing and permanent housing for both homeless individuals and families. As indicated earlier, however, the homeless shelter facilities located within the City of Miami are not managed or operated by the City. The Miami-Dade Homeless Trust is responsible for funding and overseeing the operation of these facilities. Under the Continuum of Care Agreement, the City is responsible for providing outreach services to the homeless.

The Continuum of Care plan divides the demand for beds between homeless single adults and persons in families with children, and the supply of beds among emergency shelters, transitional housing facilities, and permanent housing facilities for each of these populations. The following table summarizes the needs of these two groups as they relate to supply.

Table VII-4: Housing Gap Analysis for Homeless Individuals and Families, Miami-Dade County: 2008

Beds	Miami Housing Activities	Needs	Current Available	Unmet Need/Gap
		INDIVIDUALS		
	Emergency Shelter	786	786	0
	Transitional Housing	955	931	24
	Permanent Supportive Housing	2,521	1,012	1,509
	TOTAL	4,262	2,729	1,533
		FAMILIES WITH CHILDREN		
	Emergency Shelter	616	616	0
	Transitional Housing	986	900	86
	Permanent Supportive Housing	2,403	1,251	1,152
	TOTAL	4,005	2,767	1,238

Source: Continuum of Care Housing Gaps Analysis and Housing Population January 2008

Homeless Program Activities

Through the Miami Homeless Assistance Program, the Department of Community Development will continue its efforts in the prevention of homelessness. As indicated previously, the assistance is limited to outreach services, mainly in the form of referrals to social services, including behavioral, mental, health, and supportive housing. The following provides a brief description of the various activities and strategies that the City of Miami will undertake in the next year in order to further reduce homelessness in the City.

DISCHARGE POLICY

The new requirement of the McKinney-Vento Act (42 *USC* 11362) is to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

The Process for Developing a Continuum of Care Strategy:

The lead entity for the City of Miami Continuum of Care is the City of Miami Office of Homeless Programs. The City of Miami Office of Homeless Programs provides staff time and support services to convene planning meetings, coordinate communication to all homeless assistance partners, and coordinate the scope of services in our application submission under the ESG application HUD.

The City of Miami Continuum of Care continues to enhance a communication and planning structure that is coordinated, inclusive, and integrated. The City is an active member in the Continuum of Care Master Plan designed across the County.

Discharge Planning

The intended Discharge Policy will embody the public institutions discharge policies. The groups consists of State and County Corrections and Human Services staff, shelter and homeless street outreach personnel, community hospital social service staff and homeless advocates. Our initial goals for this group are threefold:

1. Develop a mutual understanding of current practices related to the discharge of persons with no known address.

2. Develop a system of data collection that would give us an accurate picture of the number of people in Miami-Dade County who are homeless directly upon discharge from a public institution.

3. Create collaborative relationships between the public institutions and our housing placement and homeless services providers aimed at preventing people from becoming homeless upon discharge (including post-placement support services/aftercare to ensure that people entering housing in the community following discharge from public institutions can maintain their housing).

Critical elements of our discharge plan include:

1. Development of the plan in partnership with the other metro-area Continuum of Cares.

2. Early and collaborative planning between the institutions and community providers to ensure that persons being discharged from public institutions have housing and supportive services whenever needed to prevent homelessness.