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

MEMORANDUM

Agenda Item No. 14(A)(6)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 19, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution accepting the funding recommendations of the Miami-Dade County Homeless Trust for the award of contracts and grants, in an annual amount not to exceed $4,660,031.00 to select non-profit service provider sub-grantees for Fiscal Years 2015-2016 and 2016-2017; waiving the competitive bidding requirements of Implementing Order 3-38; authorizing the County Mayor to execute agreements, some of which may exceed $1,000,000.00 if renewed, with community based organizations and government agencies that are approved for funding by the Homeless Trust, after approval by the County Attorney's Office; and authorizing the County Mayor to exercise amendment, renewal, termination, cancellation, and modification clauses of any agreement entered into pursuant to this Resolution

Resolution No. R-729-16

The accompanying resolution was prepared by the Miami-Dade Homeless Trust and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: July 19, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Accepting the Funding Recommendations of the Miami-Dade County Homeless Trust for the Award of Contracts and Grants in an Annual Amount not to Exceed $4,660,031.00 to Select Non-Profit Service Provider Sub-Grantees for Fiscal Years 2015-16 and 2016-17

Recommendation

It is recommended that the Board of County Commissioners (Board) accept the funding recommendations of the Miami-Dade County Homeless Trust (Trust), as set forth in Exhibit 1, for the award of contracts and grants in an annual amount not to exceed $4,660,031.00 to select non-profit service provider sub-grantees for Fiscal Years (FY) 2015-16 and 2016-17. It is also recommended that the Board waive the competitive bidding requirements of Implementing Order 3-38, and authorize the County Mayor or County Mayor's designee to execute agreements, some of which may exceed $1 million, if renewed, with community-based organizations and government agencies that are approved for funding by the Trust after approval by the County Attorney's Office. Finally, it is recommended that the Board authorize the County Mayor or County Mayor's designee to exercise the amendment, renewal, termination, cancellation, and modification clauses of any agreement.

Scope

Housing and services previously provided to select not-for-profit organizations and government agencies by the United States Department of Housing and Urban Development (HUD) through the Notice of Funding Availability (NOFA), following a local competitive Request for Application (RFA) process, but not renewed in the FY 2015 NOFA Continuum of Care (CoC) Program competition. Continuation of funding designed to mitigate the impacts to homeless clients being served within these programs is a one-time bridge funding that would allow Miami-Dade County to contract with impacted providers, as negotiated by the Trust, with funding only to be accessed should other processes to identify funding be unsuccessful. This continuation funding would also allow providers to evaluate their service delivery models, with an emphasis on permanent housing, find alternative funding, and downsize or close programs in order to ensure people currently being served are not impacted.

Fiscal Impact/Funding Source

The maximum amount to be funded is $4,660,031.00, which includes a maximum of $1,124,872.00 in FY 2015-16 and a maximum of $3,535,158.00 in FY 2016-17, with funds coming from Food and Beverage Tax revenue reserves, and incorporated into the FY 2015-16 budget and proposed FY 2016-17 budget approved by the Trust on June 30, 2016 and subject to the Board's approval.

Track Record/Monitor
Homeless Trust Executive Director Victoria Mallette will be responsible for overseeing the grants to non-profit service providers detailed in Exhibit 1, in coordination with Manny Sarria, Deputy Director, and Terrell Thomas Ellis, Contracts Manager. The Trust will be the administering agency responsible for the monitoring of the not-for-profit service providers.

Background
HUD annually announces the issuance of its NOFA for the CoC Program's national competition, as authorized by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, making funding available for homeless programs throughout the country. The 2015 NOFA provided funding to local communities for the continuation and development of housing and supportive services to serve homeless individuals and Miami-Dade County, through the Trust which serves as the coordinating agency and the collaborative applicant for the community's homeless CoC application.

HUD required the CoC Programs to rank applicants in two (2) tiers. Tier 1 was equal to 85 percent of the CoC Programs Area Renewal Demand (ARD), which is the total amount of all projects that will be eligible for renewal in the competition. Tier 2 was the difference between Tier 1 and the CoC Program's ARD (15 percent). On March 8, 2016, HUD announced the NOFA Tier 1 and Planning Grant awards. Miami-Dade County was awarded $28,949,799.00 in Tier 1 and $872,750.00 for planning. On May 3, 2016, HUD announced the NOFA Tier 2 awards. Miami-Dade County was awarded $197,766.00, far less than its request of $6,296,073.00. Tier 2, the "at-risk" category, was much larger than in previous years.

As a result of HUD non-renewals, Miami-Dade County lost much of its Transitional Housing and Support Services Only portfolio. Programs not renewed by HUD include those supporting domestic violence victims, those recovering from addiction, youth, veterans, employment services, legal services, and services supporting permanent housing interventions. The 15 Transitional Housing programs include over 750 beds supporting more than 300 households, and the seven (7) Support Services Only programs serving hundreds of other individuals.

HUD's Tier 2 funding announcement came after many programs were operating in good faith in anticipation of renewals despite HUD contracts, which expired prior to the funding announcement. Six (6) programs are without federal funding, effective immediately - three (3) expired at the end of May 2016, and another three (3) will expire at the end of June 2016.

The Trust has appealed HUD's decision, and is also working on a number of fronts, outlined in Exhibit 1, to mitigate the impacts to providers and homeless clients. As a last resort, the Trust has outlined a contingency plan to use one-time Food and Beverage Tax reserves as bridge funding to contract with Tier 2 providers as negotiated for FY 2015-16 and 2016-17. This funding will be accessed should other funding not be obtained. While the Trust and providers seek alternative funding sources, providers are also being encouraged to review their models, and emphasize permanent housing, as HUD has indicated that Miami-Dade County's shift to

permanent housing has not been aggressive enough and directed the County to permanently house more people faster.

The Homeless Trust Executive Committee voted to accept the Transition Plan on June 10, 2016. The Homeless Trust Board approved the Transition Plan and the FY 2016-17 Proposed Budget on June 30, 2016. The Trust is seeking the authority to contract with impacted providers to ensure those currently served in these housing and service programs are not negatively impacted.

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 19, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(6)

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**

_____ **Statement of social equity 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. 14(A)(6)
7-19-16

RESOLUTION NO. R-729-16

RESOLUTION ACCEPTING THE FUNDING RECOMMENDATIONS OF THE MIAMI-DADE COUNTY HOMELESS TRUST FOR THE AWARD OF CONTRACTS AND GRANTS, IN AN ANNUAL AMOUNT NOT TO EXCEED $4,660,031.00 TO SELECT NON-PROFIT SERVICE PROVIDER SUB-GRANTEES FOR FISCAL YEARS 2015-2016 AND 2016-2017; WAIVING THE COMPETITIVE BIDDING REQUIREMENTS OF IMPLEMENTING ORDER 3-38; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AGREEMENTS, SOME OF WHICH MAY EXCEED $1,000,000.00 IF RENEWED, WITH COMMUNITY BASED ORGANIZATIONS AND GOVERNMENT AGENCIES THAT ARE APPROVED FOR FUNDING BY THE HOMELESS TRUST, AFTER APPROVAL BY THE COUNTY ATTORNEY'S OFFICE; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE AMENDMENT, RENEWAL, TERMINATION, CANCELLATION, AND MODIFICATION CLAUSES OF ANY AGREEMENT ENTERED INTO PURSUANT TO THIS RESOLUTION

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Incorporates and approves the foregoing recitals in this resolution.

Section 2. Accepts the funding recommendations of the Miami-Dade County Homeless Trust, as set forth in the attached Exhibit 1, which is attached hereto and incorporated by reference, for the award of contracts and grants, in an annual amount not to exceed $4,660,031.00 to select non-profit service provider sub-grantees for Fiscal Years 2015-2016 and 2016-2017 for the purposes of providing housing and services to eligible homeless persons.

Section 3. Waives the competitive bidding requirements of Implementing Order 3-38.

Section 4. Authorizes the County Mayor or Mayor's designee to execute agreements, in substantially the form attached hereto as Exhibit 2 and incorporated herein by reference, some of which may exceed $1,000,000.00, if renewed, with community based organizations and government agencies that are approved for funding by the Homeless Trust, after approval by the County Attorney's Office.

Section 5. Authorizes the County Mayor or Mayor's designee to exercise amendment, renewal, termination, cancellation, and modification clauses of any agreement entered into pursuant to this Resolution.

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of July, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

Shannon D. Summerset-Williams

EXHIBIT 1

AGENDA ITEM IV (d)

Memorandum

MIAMI-DADE COUNTY

Date: June 30, 2016

To: All Miami-Dade County Homeless Trust Board Members

From: Victoria L. Mallette, Executive Director
Miami-Dade County Homeless Trust

Subject: Transition Plan for 2015 U.S. NOFA CoC Non-Renewals

To address the impacts of the U.S. HUD funding determination that limited funding to Tier 2 providers, a backstop emergency one-time plan to use reserves as one-time bridge funding to contract with impacted providers as negotiated for FY 2015-2016, and considering the provider's maximum request from the Trust for FY 2016-2017, has been developed for Homeless Trust Board consideration. This funding plan will only be approved and accessed should other processes to identify funding be unsuccessful. Should adjustments to the FY 2015-16 or FY 2016-17 Homeless Trust budget be necessary, an item will be brought to the Board at a future time for consideration.

BACKGROUND

On Monday, May 3, 2016, U.S. HUD released its Tier 2 funding decision. Nearly all of Miami-Dade's Transitional Housing (TH) projects, as well as most of its Support Services Only (SSO) projects, were not funded. Funding was lost for fifteen (15) TH programs, a total of 767 beds, supporting more than 300 households. Additionally, seven (7) SSO programs were defunded, in whole or in part. Among the cuts were programs supporting victims of domestic violence, those recovering from addiction, youth, veterans, employment services, legal services, services supporting Rapid Rehousing (RRH), Permanent Supportive Housing (PSH) interventions, and Homeless Management Information System (HMIS) support. The Tier 2 funding loss is $6,098,307. U.S. HUD created a robust competition using the tiered application model to encourage more reallocation of SSO and TH to Permanent Housing (PH). Reallocation is the process of shifting funds, in whole or in part, from existing projects that are eligible for renewal to create one or more new projects. Despite the reallocation of three (3) projects in the FY 2015 NOFA funding cycle, as well as reallocations in 2013 and 2014, U.S. HUD has indicated that Miami-Dade's shift to PH has not been aggressive enough. Overall, U.S. HUD's direction has been to permanently house more people, faster.

Nationally, funding for TH projects declined to $171 million, a reduction of $155 million. Over 1,000 TH programs in Tier 2 did not receive funding. As a result, Continuum of Care (CoC) Program-funded TH programs will serve approximately 15,000 fewer households across the Country than in previous years. In Florida, more than half of the 27 continuums received less Tier 2 funding, moving our state further down in the ranks with regard to Homeless Per Capita funding as compared to other states. Nationally, large cities including New York and Baltimore, also saw significant Tier 2 funding losses, with New York losing approximately 500 shelter beds, and Baltimore losing $3.8 million for previously funded programs.

Most critically, the Trust and our providers are now faced with the challenging task of finding alternative funding, downsizing or closing longstanding programs, and working to ensure that people currently served by those projects are not harmed.

ACTION STEPS

U.S. HUD Appeal & Extensions

The Trust is working on several fronts to mitigate the impacts of the funding cuts. We have notified U.S. HUD of our intent to appeal. Together with the support of the Miami-Dade County Attorney's Office, we have enlisted Technical Assistance from Housing Innovations, a New York-based firm with more than 30 years of experience working with CoCs, including continuums such as Houston, New York, Los Angeles, Cleveland, Minneapolis and Connecticut, to guide us through this process. The appeal deadline is June 16, 2016, and U.S. HUD is to provide written notification of its decision within 45 days of the date of our CoCs response.

U.S. HUD is also aware that its announcement on renewal projects came after many programs were operating in good faith in anticipation of renewals despite U.S. HUD contracts which expired prior to the funding announcements. Approximately $239,221 in costs was incurred for six (6) housing and services programs which expired on or before May 3, 2016. They include:

- Carrfour Harding Village TH – expiration January 31, 2016
- Douglas Gardens Successful Investments -- expiration January 31, 2016
- Citrus Health SOS – expiration February 28, 2016
- Miami-Dade Community Action & Human Services Inn Transition South – expiration February 28, 2016
- Miami-Dade Community Action & Human Services Inn Transition North – expiration February 28, 2016
- Better Way's Next Step – expiration April 30, 2016

These programs are without federal funding guarantees, effective immediately. Three (3) additional projects expired at the end of May 2016, and losses incurred due to non-renewals will jump to $374,742. We continue to assert that U.S. HUD needs to do right by providers who continued in good faith to operate programs in anticipation of renewal funding. Their good and committed work should not be our community's loss.

U.S. HUD has also indicated that it will extend grant terms for programs not renewed, allowing lapse funds to be expended. Guidance was provided to U.S. HUD's Community Planning and Development (CPD) Field Office from U.S. HUD headquarters last week, and Trust staff has reached out for more information. Lapsed dollars from currently expired U.S. HUD grant programs are outlined in Attachment A. It should also be noted that providers have 90 days following the contract end date to submit final invoices before close out.

Emergency Food & Shelter Program (EFSP)

Following the Tier 2 funding decisions, and at the request of Trust staff, the EFSP Local Board, which is coordinated through the United Way of Miami-Dade County, put in a Special Funding Request to the National Board chaired by the Federal Emergency Management Agency (FEMA). An additional $285,000 was added to an initial Special Funding Request to move families from TH to PH. The total EFSP Special Funding Request is now $500,000 with funding broken down as follows:

- Rent/Mortgage Assistance – $350,000
- Mass Shelter -- $75,000
- Bulk Food -- $75,000

This additional funding request is not meant to offset the loss of U.S. HUD funding, but help families and individuals who are currently in TH move to PH. Top scoring applicants from Phase 32 (2014-2015) were chosen to receive these additional funds and special consideration was given to agencies who have the greatest reach throughout the County. The Special Funding Request is *in addition* to the Phase 33 (2015-2016) general allocation that Miami-Dade County is awaiting. The Special Funding Request remains pending.

EFSP funds can provide one month's rent assistance, or one month's utility bill. However, additional rental assistance funds can also be combined with RRH funds from other sources, including Home Investment Partnerships Program (HOME) and ESG.

Category	Agency	Amount	Justification
Rent	Citrus	$285,000	The HAND Program will be primary source for moving families from transitional to permanent housing
	M-D Community Action	$25,000	Greatest reach of agencies giving rental assistance
	CC New Life	$20,000	Top scoring applicant
	Chapman	$20,000	Top scoring applicant
Mass Shelter	CC New Life	$12,500	EFSP only funds 6 agencies under mass shelter, so the $75,000 was divided among the 6.
	Chapman	$12,500	
	Lotus	$12,500	
	Miami Rescue Mission	$12,500	
	City of Miami Beach	$12,500	
	Salvation Army	$12,500	
Bulk food	Feeding South FL	$35,000	Greatest reach of agencies offering food assistance
	Chapman	$20,000	Top scoring applicant
	JCS	$20,000	Top scoring applicant

South Florida Behavioral Health Network (SFBHN)

Trust staff met with leadership of the South Florida Behavioral Health Network (SFBHN) on May 12, 2016, and attended SFBHN's Board Meeting on May 20, 2016. The non-profit manages behavioral health services for uninsured Miami-Dade residents, on behalf of the Florida Department of Children and Families (DCF) Office of Substance Abuse and Mental Health.

SFBHN currently contracts with several CoC providers including Camillus House, Better Way of Miami, Citrus Health Network and Douglas Gardens, and has expressed its commitment to work with the CoC to allow SFBHN-contracted providers impacted by Tier 2 non-renewals to be reimbursed, as funding permits, for eligible behavioral health costs which were previously being paid through U.S. HUD grants.

SFBHN is expected to learn more about its budget allocation from the DCF in June, and could begin further assisting its contracted providers with eligible costs beginning July 1, 2016.

Trust staff has also been invited to sit on the SFBHN Board to ensure continued collaboration and a work group is being formed between SFBHN and the HT to deal specifically with SFBHN-contracted providers impacted by the loss of U.S. HUD funding.

Request for Applications (RFA) for 2015 NOFA, State ESG, Challenge, SHIP, TANF and Primary Care CoC Programs

On May 9, 2016, the Miami-Dade County Homeless Trust released an RFA to solicit proposals for various federal, state and local grant programs dedicated to helping homeless, or persons at-risk of becoming homeless. The solicitation includes 1) Up to $250,000 in Emergency Solutions Grant (ESG) to provide RRH and/or homeless prevention for homeless or at-risk individuals/families; 2) Up to $70,000 in Temporary Assistance for Needy Families (TANF) funds for prevention; 3) Challenge Grant funds up to $300,000 for RRH; 4) $784,864 in State Housing Initiatives Program (SHIP) for RRH through collaborations with Miami-Dade Public Housing and Community Development (PHCD), the cities of Hialeah and Miami Gardens, plus a $300,000 Food & Beverage Tax (F&B) match; 5) $436,940 for one (1) Housing First project funded as part of the 2015 NOFA competition to serve 27 chronically homeless individuals; 6) $200,000 to provide SSO to Veterans receiving Housing Choice and Project Based Vouchers through PHCD; and, 7) $408,450 in planning activities approved as part of the 2015 NOFA competition, including landlord marketing, provider training, and community planning on ending youth homelessness in Miami-Dade.

Addenda was issued removing several items, including proposals for the FY 2016 NOFA, as well as $900,000 in F&B dollars which would have provided short-term TH for persons with severe mental illness, substance or alcohol abuse. Following much discussion, $300,000 in F&B funds to match the SHIP commitment made by PHCD for RRH remains budgeted, as it furthers our efforts to leverage and build our base in furtherance of PH. The solicitation of those funds is currently under the Cone of Silence.

PHCD HOME & ESG

A Selection Committee appointed by PHCD for the FY 2016 HOME and Emergency Solutions Grants (ESG) RFA homeless set-asides recently made funding recommendations for approval.

- $591,256 was earmarked for Emergency Shelter (ESG) which will result in an increase of 16 Emergency Shelter beds to the CoC
- $320,263 for RRH & Prevention (ESG)
- $750,000 for Tenant Based Rental Assistance (TBRA HOME)

Additional TBRA HOME funds in the amount of $365,000 which were not set-aside specifically for homeless, was also made available as part of PHCD's solicitation. Only one provider, a homeless provider, applied for these funds.

A formal announcement from PHCD on the recommendations is expected shortly.

FY 2015 NOFA - Reallocation Projects

Prior to the FY 2015 NOFA CoC Program competition, the CoC set Funding Priorities and prioritized new and reallocated projects providing PSH and RRH, as allowed by U.S. HUD, in Tier 1. Reallocation is the process of shifting funds, in whole or in part, from existing projects that are eligible for renewal to create one or more new projects. As dictated by U.S. HUD, CoC's were invited to create through reallocation: 1) new PSH projects where all beds were dedicated for use by chronically homeless individuals and families; and 2) new RRH projects for homeless individuals and families who enter the Continuum directly from the streets or emergency shelter, youth up to age 24, and persons fleeing violence who meet paragraph (4) of the homeless definition (see paragraph 4 of the homeless definition in Attachment B.) Three (3) projects were submitted in response to the criteria, and fully awarded, adding 80 PSH units to the continuum.

Villa Aurora 14 Housing First Program

Carrfour Supportive Housing: 14 units of PSH (previously TH) for chronic homeless individuals and families using a Housing First model, part of a larger 76 unit complex in Little Havana, which currently includes both permanent supportive housing and affordable housing for low-income families.

Mother Seton

Camillus House: 39 units of PSH (previously TH) located on Homestead Air Reserve Base property to serve chronically homeless families.

Brother Keily

Reallocated TH operated by Camillus House, combined with an additional $120,000 reallocated by Citrus Health Network, to provide 27 units of PSH serving chronically homeless individuals using a Housing First model. Reallocated funds from Brother Keily and Citrus Health Network are part of an active Homeless Trust solicitation and are currently under the Cone of Silence.

CoC reallocated projects were awarded a total of $1,365,679. Points were awarded by U.S. HUD as part of the 2015 NOFA competition to the extent in which our CoC strategically reallocated SSO and TH projects.

FY 2015 NOFA - New Projects

As dictated by U.S. HUD in the 2015 NOFA competition, CoCs were invited to create new projects, not to exceed 15% of the Annual Renewal Demand (ARD). ARD is the amount that a grant can be awarded on an annual basis when renewed. Miami-Dade had the opportunity to submit up to $4,000,000 in new projects. Approximately $1.5 million in new projects were proposed, and arguably Miami-Dade's CoC left money on the table by not taking advantage of the opportunity to create new PH, as the competition demonstrated that new projects offering PH were prioritized over renewals projects that offered other types of housing and services for homeless.

As dictated by U.S. HUD, CoCs were invited to create: 1) new PSH to serve 100% chronically homeless individuals, and 2) RRH projects serving homeless individuals and families coming directly from the streets or emergency shelters, and includes persons fleeing domestic violence situations and other persons meeting the criteria under paragraph (4) of the homeless definition. Two (2) projects were submitted in response to the criteria. These projects create approximately 69 units of RRH, which includes 125 beds, and 34 units of PSH. One of these projects proposed by the Advocate Program may help successfully exit qualifying clients in programs impacted by Tier 2 cuts.

Advocate Housing Solutions
Advocate Program: RRH for homeless individuals and families, including individuals/families fleeing domestic violence, and veterans. Designed to serve approximate 69 homeless households, which includes 125 beds.

Coalition Lift
Carrfour Supportive Housing: Coalition Lift is a partnership between Carrfour Supportive Housing, Camillus House and Citrus Health Network, which will provide PSH to serve 34 high-need/high-cost chronic homeless individuals.

Newly awarded bonus projects total $1,471,209. Trust staff has conveyed to U.S. HUD that it would like to prioritize these projects in the contracting process, allowing staff to execute sub-recipient agreements expeditiously.

Federal Funding Activities
On May 17, 2017, Congressman Mario Diaz-Balart, Chairman of the Transportation, Housing and Urban Development Subcommittee of the House Committee on Appropriations, introduced the draft fiscal year 2017 Transportation, Housing and Urban Development Appropriations bill. The bill recommends $2.487 billion for Homeless Assistance Grants. Within that allotment, no less than $2.014 billion is provided to support CoC program renewals, at least $270 million is for regular Emergency Solutions Grants (ESG), and an additional $40 million in formula funds for rapid re-housing (RRH) and other critical activities like emergency shelter and street outreach in communities that have recently lost significant capacity to serve persons experiencing homelessness, including Miami-Dade. The bill provides no less than $15 million for technical assistance to Continuum of Care communities, including no less than $5 million for high need communities. Miami-Dade County would be an eligible recipient of both the supplement ESG funding and technical assistance.

Food & Beverage Tax (F&B)
Trust staff has been communicating with all impacted providers since the U.S. HUD announcement. Providers have also been discussing partnerships to transition existing clients with as little impacts as possible, including at a Provider's Forum discussion held on May 16, 2016. Providers are strongly encouraged to seek out other funding sources, or evolve their delivery models to better align with U.S. HUD priorities, as the Trust does not have the capacity to continue funding the $6 million in lost programming on a recurring basis. The loss of funding can also be seen as an opportunity to forge new collaborations amongst providers and more aggressively shift to PH using a Housing First approach which prioritizes providing people experiencing homelessness with PH as quickly as possible, then providing voluntary supportive services as needed. It is an opportunity to further focus on improving outcomes, lowering barriers and developing partnerships with key mainstream partners. Many providers have already indicated their intent to submit projects for RRH and PSH in the 2016 NOFA funding cycle.

With that said, the Trust has been a good steward of F&B funds and established both Operating and Tax Equalization Reserves, to deal with fluctuations in the tax and the unanticipated loss of U.S. HUD-funded programming. Reserves budgeted for FY 2015-2016 are as follows:

- Operating Reserve $4,921,597
- Tax Equalization Reserve $4,128,487

All impacted providers have been queried by Trust staff and asked to indicate their anticipated funding need through both FY 2015-2016 and FY 2016-2017 to continue serving clients or ramp down programming, with as little impact to clients as possible. The answers varied, with some providers indicating they needed no additional funding and would seek alternate funding sources for programming,

some asking for less than the U.S. HUD grant awards and prepared to split or share losses with the Trust, and others needing funding at existing levels to continue providing service (see Attachment A for a program by program breakdown).

In line with U.S. HUD guidance, as well as local needs, special consideration has been given to TH addressing the needs of persons fleeing domestic violence, and providing assistance to those recovering from addiction. However, these programs too, are encouraged to review the efficacy of their programs, as research shows that TH is generally more expensive than other housing models serving similar populations with similar outcomes. As with the U.S. HUD process, TH providers are encouraged to carefully review their projects for cost-effectiveness, performance and eligibility criteria to determine if RRH or PSH may be a better model. The Trust is also looking at the possibility of accessing the 15% of the F&B tax administered by the Domestic Violence Oversight Board (DVOB) to support TH services for victims of domestic violence. This shift would likely require State legislative changes, and that cannot occur until the spring of 2017 when the legislature convenes.

Taking these efforts into account, the estimated impact to Trust reserves for FY 2015-2016 is $1,124,872 and $3,535,158 for FY 2016-2017 for a total of $4,660,031. It is anticipated this total could be offset by a number of factors, including negotiations and the appeal with U.S. HUD, collaboration with SFBHN, further use of mainstream resources as encouraged by U.S. HUD, and the ability of providers to successfully apply for and capture other local, state, federal and private funding sources. Trust staff will also be looking at existing F&B contracts to determine what monies can be recaptured to realize savings beginning in FY 2015-2016 and beyond, and working with providers who receive F&B monies for allowable 2016 NOFA new bonus projects, so that they can submit proposals and possibly shift those costs to U.S. HUD.

It should be noted that the $4.66 million figure is significantly less than the $7.66 million that would have been needed to continue all programs, in their entirety, through FY 2016-2017. Less reliance on reserves at this time will provide the CoC and the Board more flexibility in the future to fill gaps and provide for our community's continuing needs locally. On June 10, 2016, the Executive Committee reviewed and accepted the Transition Plan. Staff is seeking ratification from the full Trust Board, so that an item may be put before the Miami-Dade Board of County Commissioners, allowing the Trust to contract with impacted providers.

Attachments

c: Russell Benford, Deputy Mayor
Shannon Summerset-Williams, Esq., County Attorney

A	B	C	D	E	F	G	H	I	J	K	L	M
Provider Name	Program	Housing Type	Program Description/Services Provided	Anticipated Award Amount	Program End Date	# of Beds	Provider ask	Provider ask through 9/30/16	Provider ask 10/1/16 Through 9/30/17	Proposed end date	Potential Lapse	Notes
Camillus	Bro Kelly 2/Brother Abraham	Project-Based City of Miami	TH and treatment services (metal health and substance abuse) for homeless individuals	$ 115,826.00	May 31, 2016	16	$ -	$ -	$ -	N/A		Provider seeking alternative funding
Citrus Health	Crossroads	N/A	Outpatient mental health services, therapy, groups, individual counseling, and SOAR assistance	$ 327,055.00	July 31, 2016		$ -	$ -	$ -	N/A		Ask Citrus to continue as part of fee for service agreement with SFBHN
Camillus Health Concern	Project Dade Cares	N/A	Health care services for the homeless	$117,206 *It is noted that the total award for this grant is $700,601.00. The $117,206 is what was not awarded.	October 31, 2016		$ -	$ -	$ -	N/A		Provider agreed to absorb funding loss, and seek other funding sources t match the HUD award
Citrus Health	SOS	N/A	Case management services for existing rental assistance programs	$ 85,600.00	February 28, 2016		$ 10,700.00	$ 10,700.00	$ -	5/31/2016		Split the difference through 5/31/16 - No more Services after that date.
Camfour	Harding Village TH	Project-Based Miami Beach	TH for veterans.	$ 153,555.00	January 31, 2016	24	$ 148,529.00	$ 100,614.00	$ 47,915.00	1/31/2017	$ 25,398.00	Make them whole through 1/31/17 after negotiated rate
Douglas Gardens	Successful Investments	Scattered-Site throughout Miami-Dade	TH for individuals and families experiencing domestic violence; scattered site housing and case management.	$ 161,106.00	January 31, 2016	39	$ 78,332.00	$ 26,110.68	$ 52,221.32	1/31/2017	$ 14,443.00	Make them whole through 5/31/16, plus $33,000 to ramp down until 1/31/17 after negotiated rate
Camillus	Mental Health Initiative	N/A	Day Center and Treatment program for chronically homeless individuals; Ind. Counseling and groups, outreach, case management, mail services, clothing, etc. Services to at least 150 individuals each year.	$ 346,192.00	June 30, 2016		$ 199,142.17	$ 49,785.54	$ 149,356.63	6/30/2017		Make them whole through 6/30/17 after negotiated rate
Jewish Community Services	Project HOPE	N/A	Employment Services for Homeless Individual and Families; at least 800 referrals each grant year.	$ 909,998.00	June 30, 2016		$ 450,000.00	$ 112,500.00	$ 337,500.00	6/30/2017		Make them whole through 6/30/17 after negotiated rate
Lutheran Ministries	Access	RRH-like services	Provides assistance with security deposits, furniture, etc. for individuals and families transitioning to permanent housing in the community. Serves at least 70 households each year.	$ 416,216.00	July 31, 2016	114	$ 332,289.00	$ 55,381.50	$ 276,907.50	7/31/2017		Make them whole through 7/31/17 after negotiated rate
Legal Services of Greater Miami	Homeless Legal Assistance Project	N/A	Assistance with legal services related to evictions, landlord-tenant issues, benefits assistance, appeals, child support, immigration, etc.	$ 109,030.00	July 31, 2016		$ 109,030.00	$ 18,171.67	$ 90,858.33	7/31/2017		Make them whole through 7/31/17 after negotiated rate
Lutheran Services	New Beginnings	Scattered-Site South Dade	TH for large homeless families (6 members or more)	$ 315,094.00	August 31, 2016	48	$ 192,732.00	$ 16,061.00	$ 176,671.00	8/31/2017		Make them whole through 8/31/17 after negotiated rate. Rate may be reduced by request for HUD extension of lapse funding = $57,000

Provider Name	Program	Housing Type	Program Description/Services Provided	Anticipated Award Amount	Program End Date	# of Beds	Provider ask	Provider ask through 9/30/16	Provider ask 10/1/16 Through 9/30/17	Proposed end date	Potential Lapse	Notes
Provider Name	Program	Housing Type	Program Description/Services Provided	Anticipated Award Amount	Program End Date	# of Beds	Provider ask	Provider ask through September 30, 2016	Provider ask through September 30, 2017	Proposed end date	Potential Lapse	Notes
Miami-Dade County CAHSD	Inn Transitions South	Project Based-Undisclosed-South Dade	TH for families experiencing Domestic violence	$ 727,681.00	February 28, 2016	250	$ 1,115,000.00	$ 411,000.00	$ 704,000.00	9/30/2017		Make them whole through 9/30/17 after negotiated rate
Miami-Dade County CAHSD	Inn Transition North Phase 1 & 2	Project Based-Undisclosed-North Miami	TH for families experiencing Domestic violence	$ 131,598.00	February 28, 2016	39	$ 271,559.83	$ 86,559.83	$ 185,000.00	9/30/2017		Make them whole through 9/30/17 after negotiated rate
Better Way	Next Step	Project-Based North Miami	TH for dually-diagnosed individuals (SA and MH). Housing, case management, counseling, immigration assistance, etc.	$ 342,402.00	April 30, 2016	16	$ 289,710.00	$ 92,966.00	$ 196,744.00	9/30/2017	$ 25,836.00	Make them whole through 9/30/17 after negotiated rate
Carrfour	Trans to Affordable Hsng (TAH)	Scattered-site Miami-Dade County	TH for homeless families; housing, case management, childcare, family counseling,	$ 327,639.00	May 31, 2016	48	$ 77,040.00	$ 45,570.00	$ 31,470.00	9/30/2017		Cost of paying to use RRH to keep households active through 10/31/16
Miami-Dade County CAHSD	STOP	Project-Based NW Miami-Dade	TH for individuals with substance abuse issues. Provides housing, case management, treatment services, etc.	$ 181,565.00	May 31, 2016	12	$ 232,000.00	$ 58,000.00	$ 174,000.00	9/30/2017		Make them whole through 9/30/17 after negotiated rate
Better Way	SHP #1	Project-Based City of Miami	Housing and residential substance treatment/dually diagnosed, individual and group counseling, case management, healthcare services, psychiatric services, etc.	$ 173,032.00	June 30, 2016	15	$ 198,769.00	$ 41,452.00	$ 157,317.00	9/30/2017		Make them whole through 9/30/17 after negotiated rate
Better Way	SHP #2	Project-Based City of Miami	Housing and residential substance treatment/dually diagnosed, individual and group counseling, case management, healthcare services, psychiatric services, etc.	$ 166,032.00	September 30, 2016	15	$ 159,674.00	$ -	$ 159,674.00	9/30/2017		Make them whole through 9/30/17 after negotiated rate
New Hope Corps	Regeneration	Project-Based South Dade	TH for males with chronic substance abuse issues. Housing and residential substance treatment/dually diagnosed, individual and group counseling, case management, healthcare services, psychiatric services, etc.	$ 433,494.00	September 30, 2016	24	$ 430,000.00	$ -	$ 430,000.00	9/30/2017		Make them whole through 9/30/17 after negotiated rate
Better Way	SHARE	Project-Based City of Miami	Housing and residential substance treatment/dually diagnosed, individual and group counseling, case management, healthcare services, psychiatric services, etc.	$ 319,085.00	September 30, 2016	35	$ 304,960.00	$ -	$ 304,960.00	9/30/2017		Make them whole through 9/30/17 after negotiated rate
Camillus	St. Michael's Residence	Project-Based Homestead Airforce Base	TH housing and intensive supportive services for veterans.	$ 152,746.00	September 30, 2016	30	$ 60,563.54	$ -	$ 60,563.54	9/30/2017		Make them whole through 09/30/17 after negotiated rate

$4,660,031	$1,124,872	$3,535,158	$3,558,869	$1,101,161
	$4,660,031		TH	SSO
	Sum of Column I and J			

ATTACHMENT B

HOMELESS DEFINITION

Homeless means:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a

disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

EXHIBIT 2

[Program Name]
[Grant Number]

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 [Provider Name], a corporation organized and existing under the laws of the State of Florida, having its principal office at [Provider Address] ("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, 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:

2015-2016 _____ Program $_____
(Program Description)_____

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 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 _____, **2016** and terminate at the close of business on _____, **2017**. 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: Victoria Mallette, Executive Director
Electronic mail: VMallette@miamidade.gov

If to the PROVIDER:

_____ (Agency Representative's Name)
_____ (Title)

_____(Agency Name)
_____ (Address)
Miami, Florida _____ (Zip Code)
Electronic mail: _____

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 10th 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. The parties agree that this is a reimbursement Agreement and the Provider will receive reimbursement for services rendered based on actual expenses.
4. Maximum monthly reimbursements are limited to up **to** _____ billable beds each month multiplied by the number of calendar days in each month, unless the Provider has obtained prior, written consent from the County to offer a different number of beds for a certain length of time as specified in the Homeless Trust's written consent. This amendment requires the mutual consent of both parties.
5. 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
6. **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.

7. 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.
8. 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, gender identity, gender expression, source of income 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.

1. 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.

2. 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**).

3. 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
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
Attachment I:	Client Contribution Report
Attachment J:	Client Attendance Roster

Attachment K:	Vacancy/Permanent Housing Placement Report (Quarterly
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.

(Name of Provider)

Signed By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Authorized Person OR
Notary Public

Print Name: _____
Title: _____

Corporate Seal OR Notary Seal/Stamp:

MIAMI-DADE COUNTY

Signed By: _____
Name: _____
Title: _____
Date: _____

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: _____
Print Name: _____