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

MEMORANDUM

Agenda Item No. 10)(A)(4)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	**DATE:**	October 20, 2026
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution ratifying the County Mayor's issuance of a request for application competitively soliciting providers of homeless prevention services; authorizing the County Mayor to receive funding in the amount of $7,000,000.00 from Destination: Home, including additional funds should they become available; allocating $3,000,000.00 in food and beverage tax funding for homeless prevention services; authorizing the County to enter into a grant and sub-grant agreements with selected housing and service providers for Fiscal Year 2026-2027 through Fiscal Year 2028-2029 for the provision of homeless prevention services as part of the Right At Home Homeless Prevention Initiative and to exercise amendment, renewal, termination, cancellation and modification clauses of any agreement; waiving Resolution No. R-130-06, which requires all contracts to be fully negotiated and signed by all non-County parties

Resolution No. R-888-26

The accompanying resolution was prepared by the Miami-Dade Homeless Trust Department and placed on the agenda at the request of Prime Sponsor Commissioner Marleine Bastien.



Geri Bonzon-Keenan
County Attorney

GBK/wm

Memorandum

Date: October 20, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Ratifying the County Mayor or County Mayor's Designee's Issuance of a Request for Application Competitively Soliciting Providers of Homeless Prevention Services; Authorizing the County Mayor or County Mayor's Designee to Receive Funding from Destination: Home; Allocating Food and Beverage Tax Funding for Homeless Prevention Services as Part of the Right at Home Homeless Prevention Initiative

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Executive Summary

The Homeless Trust is one of 10 communities nationwide selected to be part of the invitation-only Right at Home initiative, which is a targeted homeless prevention effort to stop homelessness before it starts. This item ratifies the issuance of an Request for Applications of by the Homeless Trust to competitively select providers of homeless prevention services, authorizes the Homeless Trust to receive and expend funding in the amount of $7,000,000.00 from Destination: Home, including additional funds should they become available; allocate $3,000,000.00 in Food and Beverage Tax funding for homeless prevention services, enter into grant and sub-grant agreements with selected providers from Fiscal Years 2026-2027 through 2027-2028 as part of the Right at Home Homeless Prevention Initiative.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution that:

1. Ratifies the County Mayor or County Mayor's Designee's issuance of a Request for Application competitively soliciting providers of homeless prevention services;
2. Authorizes the County Mayor or County Mayor's Designee to receive and expend funding in the amount of $7,000,000.00 from Destination: Home, including additional funds should they become available;
3. Allocates $3,000,000.00 in Food and Beverage Tax funding for homeless prevention services;
4. Authorizes the County Mayor or County Mayor's Designee to enter into a grant agreement, as set forth in Exhibit A, and sub-grant agreements, in substantially

the same form as Exhibit B, with competitively selected housing and service providers for Fiscal Year 2026-2027 through Fiscal Year 2028-2029 for the provision of homeless prevention services, as part of the Right at Home Homeless Prevention Initiative, and exercise amendment, renewal, termination, cancellation and modification clauses of any agreement and;

5. Waives Resolution No. R-130-06, which requires all contracts to be fully negotiated and signed by all non-County parties, to give the County Mayor or County Mayor's designee sufficient time to negotiate the sub-recipient agreements with housing and service agencies.

Scope
Homeless Prevention Services will be available countywide.

Fiscal Impact/Funding Source
Funding, in the amount of $7,000,000, will come from Destination: Home, which leads the national Right at Home Homelessness Prevention initiative and $3,000,000 will be allocated from the Food and Beverage proceeds dedicated to homelessness.

Delegation of Authority
Upon the approval of this item, the County Mayor or County Mayor's designee will be authorized to receive and expend $7,000,000.00 from Destination: Home, allocate $3,000,000.00 in Food and Beverage Tax funding for homeless prevention services, enter into grant and sub-grant agreements for homeless prevention services from Fiscal Years 2026-2027 through 2027-2028 as part of the Right at Home Homeless Prevention Initiative, and exercise amendment, renewal, termination, cancellation and modification clauses of any agreement.

Track/Record/Monitor
The Homeless Trust's Executive Director Victoria Mallette will be responsible for overseeing the grants awarded to housing and service providers.

Background
In February 2026, the Homeless Trust joined the national Right at Home (RAH) Homeless Prevention Initiative. The Homeless Trust was one of only 10 communities to be selected for this invitation-only opportunity, with the goal of stopping homelessness before it starts.

Per Resolution No. R-235-26, a planning grant was received to design and develop a highly coordinated, data-driven approach to preventing homelessness. To facilitate

implementation, Destination: Home is seeking to grant the Homeless Trust $7,000,000.00 over three years, to be combined with $3,000,000.00 in Food and Beverage proceeds, for homeless prevention activities.

In June 2026, the Homeless Trust issued a Request for Applications (RFA) soliciting applications for homeless prevention providers, to implement the initiative in Miami-Dade County. A list of scoring and funding recommendations is attached as Exhibit C. The activities are designed to provide flexible financial assistance and a holistic case management approach for at-risk households with the goal of stopping homelessness before it starts.

The waiver of Resolution No. R-130-06 is sought to give the Homeless Trust sufficient time to negotiate the sub-recipient agreements with homeless prevention service providers.

This item was approved by the Homeless Trust's Executive Committee on September 4, 2026.

Arnold Palmer
Chief of Public Safety

Attachments:
Exhibit A
Exhibit B
Exhibit C

DESTINATION: HOME

SVCF SILICON VALLEY COMMUNITY FOUNDATION

September 29, 2026

Cathy Burgos
Director, Community Services Department
Miami-Dade County
111 NW 1st Street
Miami, FL 33128

Dear Cathy:

Congratulations, Miami-Dade County has been accepted to receive a grant up to $7,000,000.00 from Destination: Home SV, a supporting organization of Silicon Valley Community Foundation.

This grant is to implement and evaluate a coordinated Targeted Homelessness Prevention System that will serve at least 1,000 eligible households at greatest and most imminent risk of homelessness during a three-year period. The system will provide rapid, flexible financial assistance and supportive services designed to prevent homelessness and will contribute implementation learning to Right at Home's national efforts.

Please sign, date, and return the attached grant agreement to the attention of the person at the address listed on the grant agreement as soon as possible. Once we receive the signed agreement, we will forward the payment to you.

On behalf of Destination: Home SV and Silicon Valley Community Foundation, we appreciate the work of your organization and are pleased to support your efforts.

Sincerely,

Nicole Taylor
President and Chief Executive Officer
Silicon Valley Community Foundation

Grant #: 2026-381986 (5726)

Destination: Home SV
Grant Agreement

Grant Number: 2026-381986 **Amount ("Grant"):** Up to $7,000,000.00 **Date:** September 29, 2026

Grantee Name:	Miami-Dade County ("Grantee")
Grantee Contact:	Cathy Burgos Director, Community Services Department 111 NW 1st Street Miami, FL 33128 Email: cathy.burgos@miamidade.gov
Foundation:	Destination: Home SV ("Donor")
Foundation Contact:	Chad Bojorquez Chief Program Officer 155 E. Younger Ave San Jose, CA 95112 chad@destinationhomesv.org
Grant Purpose:	This grant is to implement and evaluate a coordinated Targeted Homelessness Prevention System that will serve at least 1,000 eligible households at greatest and most imminent risk of homelessness during a three-year period. The system will provide rapid, flexible financial assistance and supportive services designed to prevent homelessness and will contribute implementation learning to Right at Home's national efforts.
Grant Period:	October 1, 2026 to September 30, 2029

Projected Project Outcomes:
Right at Home (RAH) is setting quantitative targets and program model expectations below as ambitious, learning-oriented goals. We understand that these may be stretch goals for your community. They are not strict pass/fail requirements but are meant to incentivize your system to be fast and flexible. We recognize that new sites are launching under different local conditions and that early performance will not reflect those realities. In Year 1 of implementation, the purpose of these goals is to establish a clear direction and performance goals toward true systems change for Right at Home, capture baseline performance, and identify where technical assistance can be used to support continuous improvement for local systems. Our team asks for timely communication about challenges and a practical plan for improving.

Conditions:
Each payment after Payment 1 is subject to Destination: Home's reasonable determination that:

- All required reports have been submitted and approved
- At least 70% of the prior grant payment has been spent or has an approved, revised budget and spending forecast, as shown through financial reports
- The Grantee is making reasonable progress toward its projected annual household service goal
- The Grantee has tracked and reported percentages of households receiving financial assistance within (3) working days of the date all required documentation is collected
- The Grantee and its implementation partners remain materially aligned with Appendix A and are meeting applicable HMIS, data, evaluation, technical assistance, learning, and participation responsibilities.
- The Grantee and its implementation partners are working in partnership with LEO for components connected to research gathering and data collection

Special Conditions:
Funds must be used by the Grantee in accordance with the final budget as outlined in Appendix C. Any changes to the final budget must be approved by the Right at Home team, in advance.

Quantitative Goals:

Grant Objectives	Grant Target Goal
Enroll and provide services to new unduplicated eligible households	At least 1,000 households over three years
Households will receive financial assistance within three (3) working days of the date all documentation for financial assistance is collected. This includes reviewing, determining, and notifying clients of their eligibility for emergency financial assistance.	75% of those enrolled
Households will remain stably housed while receiving prevention assistance	85% of those enrolled
Households remain stably housed for at least 12 months after the termination of prevention assistance	85% of those enrolled
Households will remain stably housed for at least 24 months after the termination of prevention assistance	85% of those enrolled

Implementing Right at Home's Targeted Homelessness Prevention Model

The Grantee is responsible for ensuring that its subgrantees, contractors, and participating providers carrying out grant-funded activities implement their system in alignment with the Right at Home Targeted Homelessness Prevention Model found in Appendix A. RAH will assess program fidelity quarterly using an assessment included in the quarterly report.

HMIS Data Tracking Requirements

The Grantee and implementation partners agree to collect and report the data elements outlined in Appendix B promptly and in accordance with local data quality standards for all clients engaged in the Targeted Homelessness Prevention Program and share the data with The Wilson Sheehan Lab for Economic Opportunities (LEO) at the University of Notre Dame and Right at Home at least quarterly and/or upon request.

Executing Administrative Responsibilities

The Grantee agrees to the following administrative responsibilities:

1. **System Evaluation:** Once each grant year, the Grantee will develop and implement an annual targeted prevention system evaluation to ensure that the system best meets the needs of the community in a culturally competent and accessible manner, consistently performs according to performance measurement standards outlined above in Anticipated Outcomes and maintains a high degree of responsiveness, data and service quality. This evaluation should include input from system participants (Lived Experience), system providers, and other relevant stakeholders.
2. **Partner with LEO:** Participate and support in the evaluation by LEO of the Targeted Homelessness Prevention System. Responsibilities may involve activities such as participation in a research design process, regular meetings with research staff, training program staff to follow research protocols, data sharing, and supporting national dissemination efforts. Research consent forms can be found in Appendix D.
3. **HMIS:** Information contained in Appendix B will be entered into HMIS by Grantee and its implementation partners (also see above) with quarterly reports submitted by Grantee reporting on outcomes (goals vs. actuals) and/or other requested data elements.
4. **Participation in RAH's meeting spaces:** Ongoing participation in Right at Home related coordination meetings, webinars, and in-person events for programmatic updates and to inform national Right at Home policy and communications efforts.

Grant Agreement
Terms and Conditions

Payment Schedule

The amount shall be paid in six (6) installments, up to the amount specified, over the thirty-six (36) month Grant Period and subject to the Conditions described below. Unless otherwise agreed in writing, payments shall be structured as:

- Payment 1: up to $1,150,000.00 due upon receipt of signed grant agreement
- Payment 2: up to $1,150,000.00 due upon receipt and approval of the Year 1, Quarter 2 Report
- Payment 3: up to $1,150,000.00 due upon receipt and approval of the Year 1, Annual Report
- Payment 4: up to $1,150,000.00 due upon receipt and approval of the Year 2, Quarter 2 Report
- Payment 5: up to $1,200,000.00 due upon receipt and approval of the Year 2, Annual Report
- Payment 6: up to $1,200,000.00 due upon receipt and approval of the Year 3, Quarter 2 Report

Hold Harmless

Each party (which shall include their officers, directors, trustees, employees and agents) agrees to be solely responsible for their acts of negligence and reckless acts or omissions in the performance of their obligations under this Agreement. The parties, respectively, shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees caused by it, respectively, or its respective employees for any and all such acts or omissions to the fullest extent of the law. This paragraph shall survive the termination of this Grant Agreement.

Prohibited Uses

Grantee shall not use or permit any subgrantee or independent contractor to use any portion of the funds granted:

- In a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including but not limited to:
    - Influencing the outcome of any specific candidate election for public office, including, without limitation, travel expenses, direct costs, or compensation-related expenses incurred in connection with raising funds for any candidate campaign within the meaning of IRC Section 4945(d)(2); or
    - Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).
- In any attempt to influence legislation within the meaning of IRC Section 4945(d)(1).

Additionally, if the Grantee carries on propaganda, or otherwise attempts to influence legislation within the meaning of IRC Section 4945(d)(1), the Grant Funds are for a specific project grant which grant has not been earmarked to be used in an attempt to influence legislation and which grant, together with other grants by Grantor for the same project for the same year, does not exceed the amount budgeted, for the year of the grant, by Grantee for activities of the project that are not attempts to influence legislation.

Limitation of Liability

Neither Destination: Home SV nor SVCF accepts liability for any consequences, whether direct or indirect, that may come about from the Grantee's use of the Grant or the project that is funded by the Grant, or from any withholding or reduction in the Grant. Destination: Home SV and SVCF's entire liability is limited to the payment of the Grant.

No Agency

Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds and the manner in which such products may be disseminated. This Grant Agreement shall not create any agency relationship, partnership or joint venture between the parties, and Grantee shall make no such representation to anyone.

Intellectual Property/License Agreement
Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of the activity funded by this Grant shall remain the property of Grantee; however, Grantee shall grant a royalty-free license to Destination: Home SV to use, reprint, or distribute any such copyrighted materials for informational or promotional purposes which do not conflict with Grantee's purposes.

Governing Law
This Agreement shall be governed by and interpreted in accordance with the laws of the State of California excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

Record Maintenance and Inspection
Your organization must maintain records of receipts and expenditures and make your books and records available to Destination: Home SV for inspection at reasonable times. Destination: Home SV may monitor and conduct an evaluation of operations under this grant, which may include a visit by Destination: Home SV personnel to observe your organization's program, discuss the program with your organization's personnel and review financial and other records and materials connected with the activities financed by this grant.

Reporting Requirements
Destination: Home SV requires progress reports at specified dates. Please note that future grant payments will not be considered if a grantee has failed to submit a required report. Reports must include updates on the status of all anticipated activities and outcomes listed above. Report templates will be sent to grantees ahead of time to complete. In addition to submitted reports, the grantee will conduct quarterly check point calls with Right at Home staff and Destination: Home, and work with Right at Home to schedule annual in-person visits to review program implementation

Reports are due as follows:

Year 1

Quarter 1 Report due 02/01/2027	Reporting Period: October 1, 2026 – December 31, 2026
Quarter 2 Report due 04/30/2027	Reporting Period: January 1, 2027 – March 31, 2027
Quarter 3 Report due 07/30/2027	Reporting Period: April 1, 2027 – June 30, 2027
Annual Report due 11/01/2027	Reporting Period: July 1, 2027 – September 30, 2027

Year 2

Quarter 1 Report due 01/31/2028	Reporting Period: October 1, 2027 – December 31, 2027
Quarter 2 Report due 05/01/2028	Reporting Period: January 1, 2028 – March 31, 2028
Quarter 3 Report due 07/31/2028	Reporting Period: April 1, 2028 – June 30, 2028
Annual Report due 10/30/2028	Reporting Period: July 1, 2028 – September 30, 2028

Year 3

Quarter 1 Report due 01/30/2029	Reporting Period: October 1, 2028 – December 31, 2028
Quarter 2 Report due 04/30/2029	Reporting Period: January 1, 2029 – March 31, 2029
Quarter 3 Report due 07/30/2029	Reporting Period: April 1, 2029 – June 30, 2029
Annual Report due 10/30/2029	Reporting Period: July 1, 2029 – September 30, 2029

Lobbying
Grant funds may not be used to make any grassroots or direct lobbying expenditures within the meaning of Section 501(h)of the United States Internal Revenue Code. Grant funds may not be used to influence state or local legislative or administrative action under California lobbyist disclosure or campaign finance law or local lobbyist disclosure rules.

Acknowledgement of Grant Support
Please acknowledge Destination: Home SV's support of your program in publications such as newsletters, program activity announcements and in all media coverage. We suggest you use the following wording: "This

project has been made possible in part by a grant from Destination: Home SV."

By signing below, Miami-Dade County also acknowledges that this grant agreement constitutes the contract with Destination: Home SV detailing the purpose(s) of the grant, including what activities are supported by this grant. Please inform Destination: Home SV if there are changes in agency personnel who are important to the administration of the grant, or if the grant funds cannot be expended for the purpose or in the time period described in the agreement.

Grantee may not use the funds in any way other than as described in the agreement unless the grantee receives written permission from Destination: Home SV. Grantee shall repay to Destination: Home SV any portion of the amount granted that is not used for the purpose of this grant. If funds remain at the end of the grant period, grantee must contact Destination: Home SV staff person noted above.

Accepted on behalf of Miami-Dade County by:

Signature **(Must be signed by Executive Director, President or Board President)**	**Printed or Typed Name**
Title	**Date**

Please sign and return all pages of the original grant agreement to Destination: Home SV.

Appendix A - Overview: This document outlines Right at Home's Essential Components and the required aspects each site must implement to demonstrate fidelity to the program model.				
Key Definitions	**Target Population Eligibility:** Households at imminent risk of homelessness. "At-risk" is defined as being within 14 days of losing housing or missing a rent payment. Households against whom eviction proceedings have been initiated are also considered "at-risk." These households meet this eligibility requirement, as long as they are still residing in the unit, even if eviction proceedings are ongoing or have concluded.	**Required:** Households must be currently housed AND at imminent risk of homelessness. Households can be homeowners or renters. Households can have formal or informal rental arrangements (leases are not required). Households can be in shared living arrangements that may be over-crowded.	**Allowable:** Individuals exiting institutions (where they had been housed at least 30 days) who are at imminent risk of homelessness. Institutions are defined as: hospitals, jails, psychiatric wards, substance abuse treatment facilities. **Allowable:** Sites may make documented exceptions to at-risk eligibility standard when a household faces a clear and imminent risk of housing loss and timely assistance is likely to prevent homelessness. If sites have major changes to the key eligibility definition, they should first consult Right at Home staff with justification for these changes.	Screening and targeting tools that capture eligibility and prioritize risk factors for entering homelessness. Documented in HMIS and written standards
	Program Intervention: Targeted homelessness prevention prioritizes those most at risk of homelessness and provides fast, flexible, cash assistance and access to supportive services.	**Required:** System and methods for identifying and prioritizing those most vulnerable, providing rapid, right-sized financial assistance to prevent homelessness, and offering legal and other supportive services to increase housing stability		

Essential Component	Description	Required for RAH Model Fidelity	Examples of Local Adaptation	Where This Data Will Be Tracked
1. Flexible cash assistance	Provide flexible financial assistance guidelines to allow service providers to meet the needs of unique household situations. The heart of a homelessness prevention program is financial assistance. Payments should be sent directly to the relevant third party (e.g. landlord, utility company, etc.) to maximize speed. Payments can be made directly to the participant if necessary.	☐ Right-sized direct financial assistance is the primary intervention and is not limited by rigid threshold caps or eligible-use categories that prevent meeting households' unique circumstances ☐ System includes a clear process for determining thresholds of assistance for participants and a decision-making approach for larger payments and longer program durations ☐ Ideally, direct financial assistance should comprise 60-70% of the total Right at Home funded system budget. More details can be found in RAH's budget guidance document. ☐ Payments can be made to landlords, utility companies, other relevant third parties, or directly to participants. Paying rent to landlords will be most common. For non-rental payments, providers must clearly document how those payments are the most critical ones for the household to maintain their housing	System may set its own internal review thresholds for higher than standard assistance requests System may define locally appropriate eligible costs, such as rental arrears, utilities, moving costs, deposits, storage fees, transportation, childcare, medical expenses, or other housing stabilization expenses. System may determine when direct-to-participant payments are necessary based on local payment systems, landlord responsiveness, or urgent household circumstances.	Written standards or policies and procedures Budget to Actuals Reporting Quarterly grant report narrative.
2. Be fast to act	Agencies are expected to get financial assistance out the door within three (3) working days of the date all documentation for financial assistance is collected with the ability to cut an emergency payment on behalf of a client within the same business day.	☐ System has a documented process to issue financial assistance within three (3) working days once required documentation is complete. ☐ System has an accessible process for document collection and clear monitoring process for document review ☐ System has a same-day emergency payment process for urgent cases where housing loss is imminent ☐ 75% of enrolled households will receive financial assistance within (3) working days of date all documentation for financial assistance is collected ☐ System monitors payment turnaround time and addresses administrative delays	System may use different payment mechanisms, such as checks, ACH, direct vendor payment, fiscal agent processing, or other locally identified payment vehicle(s) System may streamline documentation requirements to ensure they disburse payments quickly	Written standards/policies and procedures HMIS or approved data system timestamps. Quarterly grant report: percentage of payments issued within three working days.

Essential Component	Description	Required for RAH Model Fidelity	Examples of Local Adaptation	Where This Data Will Be Tracked
3. "Whatever it takes" approach	Ensure your program does whatever it takes to serve clients and prevent homelessness. Clients are not necessarily deemed ineligible because the need is too great. No situation is too difficult. Approach clients' situations with flexibility, creativity, and a determination to solve problems. Financial assistance is calibrated to solve problems.	☐ System should not deny eligible households assistance because their need is too great or complex ☐ Service providers are expected to be problem solvers and explore multiple possible solutions	System may develop case conferencing processes for complex or higher-cost cases System may define financial assistance threshold amounts System may create escalation pathways for staff to seek approval, technical assistance, legal input, or landlord mediation support.	Written standards/policies and procedures
4. "No wrong door" to get help	Ensure all participating organizations have a shared intake and referral process. Clients can access the HPS program and receive cash assistance through any of the participating organizations in the community. Accessibility is enhanced by establishing public-private partnerships.	☐ System includes standardized and universal access to services across participating providers. It does not mean systems need to include a large number of access points beyond its funded providers ☐ Eligibility and prioritization are applied consistently regardless of which provider or referral pathway a household enters the system through	System may decide how they structure centralized intake across participating providers, coordinated entry referrals, partner-based referrals, 211, schools, healthcare providers, legal aid, eviction courts, workforce systems, or other local access points.	Implementation Materials HMIS Quarterly Report
5. Supportive services to complement financial assistance	All clients should be offered access to supportive services to address individual needs.	☐ All households are offered supportive services based on their needs including case management. A household can opt out. ☐ System providers receive ongoing training and support to implement prevention system	System may offer legal aid, landlord mediation, benefits navigation, and connection to other local resources	Written standards/policies and procedures
6. Targeted prevention for those with the greatest need	Communities must have an enrollment system that prioritizes and targets those who would likely become homeless without intervention. Eligibility must be assessed consistently across participating providers.	☐ System uses a clear targeting tool to prioritize households most likely to become homeless without assistance. ☐ Eligibility and prioritization criteria are applied consistently across staff, providers, and referral pathways ☐ Eligibility is for households that are currently housed and at imminent risk of homelessness. Refer to key definitions.	Sites may use a locally adapted targeting tool and LEO-approved assessment process that weights various vulnerabilities according to local needs and prevention system focus	Exploratory Research Design document (LEO)
7. Include participants with lived experience in system evaluation and implementation	Contribute to efforts to center the voice of people with lived experience into program evaluation and implementation, and report on how these efforts have impacted the Grantee's programming, design, and/or impact.	☐ System provides multiple opportunities for people with lived experience to provide input into program design and evaluation and utilizes this input for continual program and system improvements.		Written standards/policies and procedures Annual system evaluation report
8. Commitment to tracking data in HMIS	Communities must utilize a homeless management information system (HMIS) to record clients' program interactions and track housing outcomes. Data collection must be timely and accurate.	☐ System lead and participating partners enter all relevant data into HMIS in a timely manner ☐ System lead checks data for completeness and accuracy monthly.		HMIS
9. Participation in rigorous program research	Participating organizations and data partners will support a randomized evaluation of their targeted homelessness prevention system in partnership with the Wilson Sheehan Lab for Economic Opportunities (LEO).	☐ Research design completed and approved by LEO ☐ Providers trained in obtaining informed consent and other research-related protocols.		Exploratory Research Design document (LEO) Provider list from trainings
10. Community-wide stakeholder engagement	Participating organizations are expected to leverage public and private partners to implement the targeted prevention system.	☐ System reports on results at least annually to broader stakeholder groups (CoC, public and private funders table, etc.).		Implementation Materials HMIS Quarterly Report
11. Contribution to collective learning	Communities and participating organizations are expected to provide insights and learning on their experience operating their homelessness prevention system to support continuous learning. This includes documenting any changes to the program model over the course of the study period.	☐ System lead ensures that there are regular case conferencing and program performance meetings that surface and document lessons learned and provide opportunities for real-time adjustments		Written standards/policies and procedures Annual system evaluation report

DESTINATION: HOME

Appendix B: HMIS Data Tracking Requirements

Grantees will collect and report the following data elements for all clients engaged in the Targeted Prevention Program and agree to share the following data with the Wilson Sheehan Lab for Economic Opportunities at the University of Notre Dame and Right at Home staff upon request.

- RAH Prevention Program Data Elements
    - Client Identifiers
        - Full name, date of birth, and contact information
    - Eligibility Determination
        - Documentation of eligibility criteria and determination status
    - Application Information
        - Date of application for prevention services, other information collected at application
    - Service Offer Status
        - Indicator of whether prevention services were offered to the client
    - Service Uptake
        - Indicator of whether the client accepted and received prevention services
    - Financial Assistance Provided
        - Total amount of prevention assistance disbursed to the client
        - Primary purpose of funds
    - Disbursement Timing
        - Date(s) on which prevention assistance was provided
    - Treatment Assignment Status
        - Indicator of client assignment to treatment or comparison group, as applicable
- Other HMIS Program Data Elements
    - Participation in Other HMIS Programs
        - Record of enrollment in additional HMIS-tracked programs
    - Client Demographics
        - Standard demographic characteristics (e.g., age, gender, race/ethnicity, household composition)
    - Project Enrollment Information
        - Enrollment start date, project type, and housing move-in date (if applicable)
    - Prior Living Situation
        - Client's living situation immediately prior to program entry
    - History of Homelessness
        - Documentation of prior episodes and duration of homelessness
    - Barriers to Housing Stability
        - Relevant barriers, including but not limited to:



- Physical, mental, or substance use disorders
- Disabilities
- Health insurance coverage status
- Experience of domestic violence
- Income and employment status

Appendix C: Approved Implementation Budget

Activity	Year 1	Year 2	Year 3	3-Year Total
1. Access	**$455,316**	**$455,316**	**$469,114**	**$1,379,746**
Direct Financial Assistance	*$171,042*	*$171,042*	*$171,042*	*$513,126*
2. Supportive Services	**$564,615**	**$564,615**	**$581,725**	**$1,710,955**
Direct Financial Assistance	*$179,079*	*$179,079*	*$179,079*	*$537,237*
3. Legal Services	**$283,784**	**$283,784**	**$292,383**	**$859,950**
4. Fiscal Agent – Direct Award	**$1,867,347**	**$1,867,347**	**$1,923,933**	**$5,658,626**
Direct Financial Assistance	*$1,736,632*	*$1,736,632*	*$1,789,258*	*$5,262,522*
Total Financial Assistance*	*$2,086,753*	*$2,086,753*	*$2,139,379*	***$6,312,885***
Admin	**$128,939**	**$128,939**	**$132,846**	**$390,724**
HT Admin	*$59,703*	*$62,688*	*$65,799*	*$188,190*
1 FTE Contract Monitor	*$50,269*	*$52,782*	*$55,421*	*$158,472*
.05 FTE Business Analyst	*$4,450*	*$4,672*	*$4,895*	*$14,016*
.025 FTE Asst. Executive Director	*$4,985*	*$5,234*	*$5,483*	*$15,701*
Total	**$3,300,000**	**$3,300,000**	**$3,400,000**	**$10,000,000**

Contracts

Provider	Award Amount	Service Component	Operational Focus / Deliverables
Miami-Dade County Community Services Department	$1,446,188	Access & Supportive Services	Operates 10 physical sites throughout the County to accept walk-ins. Provides Case Management and Supportive Employment. 10% Admin Split with the Homeless Trust.
Chapman Partnership	$1,157,076	Supportive Services	Provides specialized Case Management and Supportive Employment assistance. 10% Admin Split with the Homeless Trust.
Legal Services of Greater Miami	$945,000	Legal & Income Stability	Focuses on eviction defense, entitlement applications, civil cases to improve income (e.g., garnished wages, divorce), and other civil legal aid. 10% Admin Split with the Homeless Trust.
Hermanos de la Calle	$793,110	Access	Answers the dedicated helpline and conducts proactive street outreach to individuals identified via administrative data sharing. 10% Admin Split with the Homeless Trust.
MDG	$5,658,626	Fiscal Agent	Rent and Utility payments. 7% Admin retained by MDG.
	$10,000,000		

Funding Sources	Year 1	Year 2	Year 3	3-Year Total
Right at Home (RAH) Program	$2,300,000	$2,300,000	$2,400,000	$7,000,000
Miami-Dade County Homeless Trust Match	$1,000,000	$1,000,000	$1,000,000	$3,000,000

Total	**$3,300,000**	**$3,300,000**	**$3,400,000**	**$10,000,000**

**63% of total budget is for direct financial assistance*

MDC015

Applicant Organization Name	Activities				Requested	Recommended
	Access	Services	Legal	Fiscal		
Chapman Partnership		X			$ 1,285,640	$ 1,157,076
Miami Dade County, Community Services Department	X	X			$ 4,627,464	$ 1,446,188
Fundacion Hermanos de la Calle	X				$ 793,110	$ 793,110
Legal Services of Greater Miami, Inc.			X		$ 1,050,000	$ 945,000
MDG Associates, LLC				X	$ 8,957,910	$ 5,658,626
						$ 10,000,000

Appendix D: Consent to Participate in Research

Please review the following document regarding your consent to participate in a research study.

Background

The Miami Dade County Homeless Trust partnered with Destination: Home to participate is a funding and research opportunity to stop homelessness before it starts. As part of this opportunity the Homeless Trust is working with researchers from the University of Notre Dame to find out what works best for families who need housing help to prevent them from entering the homeless system. You are eligible for this study because you are receiving services from [Chapman Partnership, Fundacion Hermanos de la Calle, Legal Services of Greater Miami or Miami-Dade County]. Being in the study is your choice. You will be eligible for services whether or not you are in the study.

If you agree to participate in the study, you authorize researchers to access existing records containing information about you and members of your household. These include:

- Records from the Miami Dade County Homeless Trust would include your name, address, date of birth, and social security number. That information is only used to link to records at other agencies. All other records for the study would not include your identity.
- Records from outside organizations, such as homeless program use; credit information; employment records; criminal justice records; and children's outcomes.

If you decide to be in the study, you will have the opportunity to complete a baseline survey and receive a $20 gift card. You also agree to receiving text messages or emails inviting you to participate in follow-up surveys in the future if selected for a follow-up survey. Your participation in any follow-up surveys would involve compensation, but it is completely voluntary and will not affect your access to assistance from [Chapman Partnership, Fundacion Hermanos de la Calle, Legal Services of Greater Miami or Miami-Dade County].

MIAMI-DADE COUNTY
HOMELESS TRUST

Consent for Participation in Research

Title: Right at Home National Initiative
Lead Researcher(s): Dr. David Phillips, Dr. Jim Sullivan, Dr. Robert Collinson, and Dr. Grace Ortuzar

The Miami Dade County Homeless Trust is excited to partner with the University of Notre Dame's Lab for Economic Opportunities (LEO) to study the impact of targeted homelessness prevention. This study is part of the Right at Home National Initiative, which seeks to implement and evaluate homelessness prevention programs across the country. You are eligible for this study because you are receiving services from a provider participating in the Right at Home National Initiative. We invite you to join the study and receive at least $20, with the opportunity to share your contact information to help us improve our social services.

Purpose of the Study:

We hope you will participate in our research study to help us learn how rapid, flexible financial assistance and tailored support to stop housing loss can affect people's lives. You will receive at least twenty dollars in the form of a gift card if you agree to participate in the study and fill out a short survey today. By participating, you will be one of several thousand people helping us learn how to better serve the community.

What will you be asked to do?

If you agree to participate in the study, some of your personal information and that of members of your household may be shared with the research team at the University of Notre Dame. This information may include names, dates of birth, contact information (such as phone number, email address, or mailing address), and Social Security or Individual Taxpayer Identification Numbers (if it's already available for your local provider). Your personal information will be safely linked to other state and county systems such as Homeless Management Information System records, Medicaid records, public benefits use data, consumer reference data, credit reports (does not count against your credit score), as well as data from the criminal justice system and the Department of Education. We may also access records of how much money you earned from state Departments of Labor, the Internal Revenue Service, or the Census Bureau to see how earnings may change over time. **Your individual information will be used for research purposes only and will not be shared publicly.** The research team may access the data until the conclusion of the study, which will not be longer than 10 years. Afterwards, they will not access data without seeking out your consent again. This information is necessary to measure outcomes of program participants and help providers improve their services. You will also be asked to complete a short survey now.

We may also contact you in the future to participate in follow-up surveys. If you choose to participate in future follow-up surveys, you will receive an additional gift card of at least $20 to thank you for answering our questions. If you agree to participate in the study, we may contact you in the future using the phone number or email you provide (by call, text, or email) to invite you to complete a follow-up survey.

How will the research team keep my information safe?

Your privacy is important to your local provider and the research team. The research team will treat your data as confidential and protected information, meaning they will store your data securely and will use it only for the purposes of the study. They will only release results about groups of people in the study, so they will never reveal information about you individually.

At the end of the study, other researchers may use your data, but this data will not include any individual information that will be traced back to you. LEO will make every effort to keep your information safe; though confidentiality can't be completely guaranteed, the risk of a breach of confidentiality is small.

Study participation is voluntary

If you choose not to participate in the study, you will not be asked to answer a survey, and you will not receive a gift card today. However, you may still access prevention services. Participation in the study will not limit your access to prevention funds, nor will it change your likelihood of receiving prevention funds. If you choose to participate in the study today, you

can leave the study at a later date. Please consider that participating in the study could lead to more prevention programs being funded to help more people in the future.homelesstrustmtg@miamidade.gov

The opportunity to receive prevention funds is randomly assigned as part of the Right at Home initiative. Those eligible for prevention funds will be randomly assigned, like the flip of a coin, to either receive prevention funds or not receive prevention funds. Whether you participate in the study will not affect your chance of receiving assistance.

I have more questions. Whom do I ask?

If you have any questions about prevention services, you can contact your case manager. You can also contact the research team by emailing miami-right-at-home@nd.edu. If you have any questions about your rights as a person in this study, you may talk to Notre Dame's Office of Research Compliance at (574)-631-7432 or compliance@nd.edu.

Additional disclosures

Jim Sullivan is both a lead researcher on the study and a volunteer member of the board at Destination: Home, which started the targeted homelessness prevention program being studied.

Question in HMIS:

Do you consent to participate in the study?

a. Yes
b. No

AGENCY NAME: _____
NAME OF PROGRAM: _____
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, through the Miami-Dade County Homeless Trust, 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 **(AGENCY NAME_____/FEIN/UEI #:_____**, 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 authorized to subcontract for the provision of housing services and supportive services for individuals and families who are homeless in Miami-Dade County; and

WHEREAS the County has appropriated grant funding to provide rapid re-housing funding for provision of housing and supportive services; and

WHEREAS this Agreement provides for certain rights and responsibilities of the County; and

WHEREAS the Agreement provides for amendments at the discretion of the County;

NOW, THEREFORE, for and 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-1**, 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:

_____ Program	**$ _____.00**
Total Funding Award *(See attachment A-3)*	**$ _____.00**

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

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

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

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

ARTICLE 3. SCOPE OF SERVICES

A. Services. The Provider shall render services in accordance with Scope of Services incorporated herein and attached hereto as Attachment A-1. The Provider shall implement the Scope of Services as described in Attachment A-1 in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not effective until approved by the County and Provider in writing.

B. Reimbursement of COVID-19 Expenditures. The County is instructing Provider to undertake protective measures to prevent or mitigate the spread of COVID-19 during the period in which public officials advise that COVID-19 special measures should be taken. The County will reimburse Provider for expenses incurred in taking such protective measures during such time period. Allowable COVID-19 expenditures are set forth in Scope for COVID-19 Expenditures incorporated herein and attached hereto as Attachment A-2. The County has sole discretion to determine if expenditures were made for the purpose of preventing or mitigating the spread of COVID-19 and incurred during the period in which public officials advise that COVID-19 special measures should be taken. Total reimbursement for incurred COVID-19 costs under this Agreement shall not exceed $ N/A without the County's prior written approval. Payment processes and documentation requirements are set forth in Attachment A-2.

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 _____ and terminate at the close of business on _____. 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 minibuses 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, stepparent, or stepchild; 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 decide 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:

(NAME OF AUTHORIZED OFFICIAL)
(TITLE)
(AGENCY NAME)
(ADDRESS)
CITY, STATE 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

I. 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.

II. At Will. This Contract may be terminated by the County upon no less than ten (10) working days' notice when the County determines, in the sole and absolute discretion of the County, that it would be in the best interest of the County. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

III. **Due to Lack of Funds**. In the event of a funding short-fall, or a reduction in the funding appropriations, or should funds to finance this Contract become unavailable, the County may terminate, in its sole discretion and absolute authority, this Contract upon no less than twenty-four (24) hours written notification to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority to determine whether or not funds

are available. The County may at its discretion terminate, renegotiate and/or adjust the Contract award, whichever is in the best interest of the County.

IV. **Due to Substantial Funding Reduction**. In the event of a substantial funding reduction of the allocation to the Provider through Board of County Commissioners' (BCC) action, the Provider may, at its discretion, request in writing from the Director of the Department a release from its contractual obligations to the County. The Director of the Department will review the effect of the request on the community and the County prior to making a final determination.

VI. **Bankruptcy**. If, during the term of any contract the Provider has with the County, the Provider becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding or if a trustee or receiver is appointed over all or a substantial portion of the property of the Provider under federal bankruptcy law or any state insolvency law.

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

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.

ARTICLE 17. PAYMENT PROCEDURES

The County agrees to pay the Provider, on a reimbursement basis, 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 invoice requests shall be made to the County monthly 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 as follows:

   a. _____
   _____

4. Maximum monthly reimbursements are limited to actual amounts incurred each month, unless the Provider has obtained prior, written consent from the County to modify the Budget.

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 Payment Request (Attachment F)**	☒
3. Monthly Performance Reports (**Attachment G**)	☒
4. Outcome Performance Measurements Monthly Report (**Attachment H**)	☒
5. Client Contribution Report **(Attachment I**)	☒
6. Client Attendance Roster (**Attachment J**)	☒
7. 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.

If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this Agreement, contact Miami-Dade County's Custodian of Public Records at:

Miami-Dade County
Homeless Trust
111 NW 1st Street, 27th Floor, Suite 310
Miami, Florida 33128
Attention: Victoria L. Mallette, Executive Director
Email: vmallette@miamidade.gov

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."

h) Florida Statutes Section 125.0156 Restriction on providing funds for identification documents.

Provider shall comply with the provisions related to Florida Statutes Section 125.0156 Restriction on providing funds for identification documents. Specifically, Provider shall not use funds provided to it by the County, or provide funds to any person, entity, or organization, for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

i) Florida Statutes Section 448. PUBLIC AGENCY CONTRACTING
Provider shall comply with the provisions of Florida Statutes Section 448 related to PUBLIC AGENCY CONTRACTING:

Provider shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Provider and shall require any subcontractor to register with and use the E-Verify system to verify the work authorization status of all subcontractor's new employees. Provider or any subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

If Provider enters into a contract with a subcontractor, the subcontractor must provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Provider shall maintain a copy of such affidavit for the duration of this Agreement.

If the County has a good faith belief that Provider has knowingly violated s. 448.09(1) of the Florida Statutes, The County shall terminate this Agreement.

If Provider has a good faith belief that any subcontractor with which it is contracting has knowingly violated s. 448.09(1) of the Florida Statutes, Provider shall terminate the contract with the person or entity.

If the County has a good faith belief that a subcontractor knowingly violated this subsection, but the Provider otherwise complied with this subsection, the County shall promptly notify the Provider and order the Provider to immediately terminate the contract with the subcontractor and the Provider shall immediately terminate the contract with the subcontractor.

If the County terminates this Agreement under this paragraph, such termination is not a breach of this Agreement and may not be considered as such. If the County terminates this Agreement with Provider under this paragraph, the Provider may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated. Provider is liable for any additional costs incurred by the County as a result of the termination of this Agreement pursuant to this paragraph.

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 mockup 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 except for 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 its 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 **(N/A)**
Attachment E:	Primary Care Invoice for Services
Attachment F:	Monthly Payment Requests Reports (N/A)
Attachment G:	Monthly Performance Reports
Attachment H:	Outcome Performance Measurements Monthly Report (N/A)
Attachment I:	Client Contribution Report (N/A)
Attachment J:	Client Attendance Roster (N/A)
Attachment K:	Vacancy/Permanent Housing Placement Report (Quarterly) **(N/A)**
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

AGENCY NAME: _____
NAME OF PROGRAM: _____
GRANT NUMBER: _____

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 AGENCY)

Signed By: _____
(Signature of Authorized Signatory:

Printed Name: _____
(Printed Name of Authorized Signatory)

Title: _____

Date: _____

Attest: _____
Authorized Person OR Notary Public **(If No Corporate Seal)**

Print Name: _____

Title: _____

Corporate Seal OR Notary Seal/Stamp:

_____

MIAMI-DADE COUNTY

Signed By: _____

Name: _____

Title: _____

Date: _____

Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

AGENCY NAME: _____
NAME OF PROGRAM: _____
GRANT NUMBER: _____

Approved as to form and legal sufficiency. See memorandum dated ***October 12, 2022***.

Exhibit C

Applicant Organization Name	Activities				Total	Requested	Recommended
	Access	Services	Legal	Fiscal			
Chapman Partnership		X			525	$ 1,285,640	$ 1,157,076
Miami Dade County, Community Services Department	X	X			501	$ 4,627,464	$ 1,446,188
Fundacion Hermanos de la Calle	X				496	$ 793,110	$ 793,110
The Salvation Army Miami Area Command		X			486	$ 583,305	
Overtown Youth Center, Inc. (OYC Miami)		X			483	$ 676,374	
Volunteers of America of Florida, Inc.		X			482	$ 684,824	
Care Resource Community Health Centers, Inc.		X			479	$ 735,000	
Sundari Foundation, Inc., dba Lotus House		X			460	$ 670,242	
Prosperity Social and Community Development Group, Inc.	X	X			457	$ 1,098,285	
The Children's Village, Inc. DBA The Resource Room		X			452	$ 721,700	
City of Miami Beach	X	X		X	451	$ 334,513	
Legal Services of Greater Miami, Inc.			X		445	$ 1,050,000	$ 945,000
Miami Recovery Project	X	X		X	443	$ 590,124	
Ladies of Hope Ministries	X	X	X		425	$ 1,026,337	
United Way Miami, Inc		X			408	$ 469,205	
PROJECT PEACE LOVE JOY, INC. (PPLJ) / projectpeacelovejoy.org	X	X		X	374	$ 502,689	
Haynes Harbour Group, Inc.		X			348	$ 983,988	
MDG Associates, LLC				X	312	$ 8,957,910	$ 5,658,626
Ladies of Hope Ministries				X	301	$ 2,274,091	
							$ 10,000,000

Memorandum

Date:

To: Honorable Chairman Anthony Rodriguez
Board of County Commissioners

Through: Cathy Burgos, Director
Community Services Department

From: Victoria Mallette, Executive Director
Homeless Trust

Subject: Request to Process Late Departmental Agenda Item - Fiscal Year 2026 Community Project Funding Grant

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I am requesting the following item be placed on the Board of County Commissioners' October Committee agenda, and if approved, waived to the next full Board Meeting on October 20, 2026.

RESOLUTION RATIFYING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE'S ISSUANCE OF A REQUEST FOR APPLICATION COMPETITIVELY SOLICITING PROVIDERS OF HOMELESS PREVENTION SERVICES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE FUNDING IN THE AMOUNT OF $7,000,000.00 FROM DESTINATION: HOME, INCLUDING ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE; ALLOCATING $3,000,000.00 IN FOOD AND BEVERAGE TAX FUNDING FOR HOMELESS PREVENTION SERVICES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER INTO A GRANT AND SUB-GRANT AGREEMENTS WITH SELECTED HOUSING AND SERVICE PROVIDERS FOR FISCAL YEAR 2026-2027 THROUGH FISCAL YEAR 2028-2029 FOR THE PROVISION OF HOMELESS PREVENTION SERVICES AS PART OF THE RIGHT AT HOME HOMELESS PREVENTION INITIATIVE AND TO EXERCISE AMENDMENT, RENEWAL, TERMINATION, CANCELLATION AND MODIFICATION CLAUSES OF ANY AGREEMENT; WAIVING RESOLUTION NO. R-130-06, WHICH REQUIRES ALL CONTRACTS TO BE FULLY NEGOTIATED AND SIGNED BY ALL NON-COUNTY PARTIES

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, it is time sensitive as the Homeless Trust is seeking to contract with subrecipients to deploy funding in the coming weeks.

Please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the Chair of the Committee and the BCC Chairman and reviewed by the Office of the County Attorney.

Approved by Mayor
or Mayor's Designee

Arnold Palmer
Print Name

Approved by Legislative Director
or Designee

Demetria Henderson
Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 20, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 10)(A)(4)

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**

_____ **Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve**

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10)(A)(4)
10-20-26

RESOLUTION NO. R-888-26

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S ISSUANCE OF A REQUEST FOR APPLICATION COMPETITIVELY SOLICITING PROVIDERS OF HOMELESS PREVENTION SERVICES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE FUNDING IN THE AMOUNT OF $7,000,000.00 FROM DESTINATION: HOME, INCLUDING ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE; ALLOCATING $3,000,000.00 IN FOOD AND BEVERAGE TAX FUNDING FOR HOMELESS PREVENTION SERVICES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER INTO A GRANT AND SUB-GRANT AGREEMENTS WITH SELECTED HOUSING AND SERVICE PROVIDERS FOR FISCAL YEAR 2026-2027 THROUGH FISCAL YEAR 2028-2029 FOR THE PROVISION OF HOMELESS PREVENTION SERVICES AS PART OF THE RIGHT AT HOME HOMELESS PREVENTION INITIATIVE AND TO EXERCISE AMENDMENT, RENEWAL, TERMINATION, CANCELLATION AND MODIFICATION CLAUSES OF ANY AGREEMENT; WAIVING RESOLUTION NO. R-130-06, WHICH REQUIRES ALL CONTRACTS TO BE FULLY NEGOTIATED AND SIGNED BY ALL NON-COUNTY PARTIES

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:

Section 1. This Board ratifies the County Mayor or County Mayor's Designee's Issuance of a Request for Application competitively soliciting providers of homeless prevention services.

Section 2. This Board authorizes the County Mayor or County Mayor's Designee to receive and expend funding in the amount of $7,000,000.00 from Destination: Home, including additional funds should they become available.

Section 3. This Board allocates $3,000,000.00 in Food and Beverage Tax funding for homeless prevention services.

Section 4. This Board authorizes the County Mayor or County Mayor's Designee to enter into a grant agreement, as set forth in Exhibit A, and sub-grant agreements, in substantially the form as Exhibit B, with competitively selected housing and service providers for Fiscal Year 2026-2027 through Fiscal Year 2028-2029 for the provision of homeless prevention services, as part of the Right at Home Homeless Prevention Initiative, and exercise amendment, renewal, termination, cancellation and modification clauses of any agreement.

Section 5. This Board waives Resolution No. R-130-06, which requires all contracts to be fully negotiated and signed by all non-County parties, to give the County Mayor or County Mayor's designee sufficient time to negotiate the sub-recipient agreements with housing and service agencies.

The foregoing resolution was offered by Commissioner **Vicki L. Lopez**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman **absent**
Kionne L. McGhee, Vice Chairman **absent**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Sen. René García	**absent**	Oliver G. Gilbert, III	**aye**
Roberto J. Gonzalez	**absent**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Vicki L. Lopez	**aye**
Natalie Milian Orbis	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of October, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shannon D. Summerset-Williams