HCD DOCUMENT ROUTING FORM

3 ✓ 8/3/15 L

DATE: April 1, 2015

NAME OF DOCUMENT: *HOPWA Agreement for SunServe* Amendment to

CITY MANAGER

Approved at Commission Meeting on

2015 JUL 27 PM 4:34

07/01/2014 CAM# **14-0775** ☒ PH-1 and **12/17/2014** CAM# **14-1437** ☒ PH-4

Routing Origin: ☐ CITY ATTORNEY'S OFFICE: ☐ ENGINEERING ☒ HOUSING & COMMUNITY DEV.

☐ OTHER _____

Also attached: ☒ copy of CAM ☒ copy of document ☐ ACM Form ☒ # 3 originals

By: MD forwarded to:
Initials

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1) Approved as to Content: _____ 6/1/15
JONATHAN BROWN, HCD MANAGER Date

Approved as to Content: _____ 6/1/15
Jenni Morejon/Alfred Battle, DIRECTOR, DEPARTMENT OF SUSTAINABLE DEVELOPMENT Date

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2) Approved as to Funds Available: by _____ Date: 4/7/15
LAURIE CONVER, FINANCIAL ADMINISTRATIVE ASSISTANT

Amount Required by Contract/Agreement **$243,810.00** Funding Source: HOPWA

Dept./Div. Dept of Sustainable Development/HCD

Index/Sub-object: HP152233 / HP152234/HPTBD Project #_____

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3) City Attorney's Office: Approved as to Form 3 Originals to City Mgr. By: ***Lynn Solomon***

Harry A. Stewart	____	***Lynn Solomon***	KS	Robert B. Dunckel	____
Ginger Wald	____	D'Wayne Spence	____	Paul G. Bangel	____
Carrie Sarver	____	DJ Williams-Persad	____	Victoria Minard	____

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4) Approved as to content: City Manager:

By: _____
LEE R. FELDMAN, ICMA-CM, CITY MANAGER

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5) City Manager: Please sign as indicated and forward originals to the City Clerk's Office

INSTRUCTIONS TO CLERK'S OFFICE

6) Wendy Gonyea City Clerk: retains 1 original document

Forwards 2 originals documents to HCD

☐ Copy of document to _____ ☒ Original Route form to Mario De Santis /DSD

☐ Attach ____ certified copies of Reso. #_____ ☐ Fill-in date

CITY OF FORT LAUDERDALE
HOUSING OPPORTUNITIES for PERSON with AIDS (HOPWA) PROGRAM

AMENDMENT #001 TO THE FY2014-FY2015 PARTICIPATION AGREEMENT

THIS is an AMENDMENT, with an effective date of January 26, 2015, to the Participation Agreement (the "Agreement") dated October 1, 2014, by and between the City of Fort Lauderdale (also known as the "City") and Sunshine Social Services, Inc. (DBA SunServe), a non-profit corporation organized under the laws of Florida whose usual place of business is 2312 Wilton Drive, Wilton Manors, FL 33305, hereinafter referred to as "Participant".

WHEREAS, the City receives Housing Opportunities for Persons with AIDS (HOPWA) funding from the U.S. Department of Housing and Urban Development (HUD) to undertake particular activities, including the provision of housing and support services to eligible individuals; and

WHEREAS the City issued Request for Proposal (RFP) #825-11034 seeking qualified non-profit organizations to provide housing and certain supportive services to eligible persons under the HOPWA grant; and

WHEREAS, Participant submitted a response to the RFP to provide activities including the provision of housing and services to eligible individuals in response to the RFP ("Proposal") which is on file with the City Housing and Community Development (HCD) Division and is incorporated herein as if fully set forth;

WHEREAS, the City and Participant entered into a Participation Agreement on October 1, 2014 and under the Agreement, the City may extend the term for no more than two (2) one year terms based on availability of funds and other criteria;

WHEREAS, pursuant to Public Hearing (PH-1) CAM 14-0775 on July 1, 2014, the City Commission of the City of Fort Lauderdale approved the 2014-2015 Annual Action Plan of the 2010-2015 Consolidated Plan for HOPWA.

WHEREAS, pursuant to CAM #14-1437, the City Commission approved awarding additional funding under the 2014/2015 Annual Action Plan for the Participant and approved this Amendment to the Agreement;

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

1. Paragraph 2.1 is deleted and replaced with the following:

   The Participant will provide eligible persons with HIV/AIDS the appropriate Housing Assistance and/or Support Services for HOPWA Programs as described in the detailed scope of services in Exhibit "A". The Participant understands that, without the City's

written approval, the Participant may not be reimbursed for its use of Funds for purposes other than those described in Exhibit "A".

2. Paragraph 5.1 is deleted and replaced with the following:

   The term and effective date of this Agreement shall be from October 1, 2014 through September 30, 2015. The City may approve the extension of this Agreement for one (1) one-year period based upon Participant's performance, ability to achieve stated outcomes and funding availability. The request for an extension will be presented to the City Commission as part of the Annual Action Plan process. The Community Services Board (CSB) and HCD will discuss the performance of each agency and present a recommendation to the City Commission.

3. Paragraph 6.1 is deleted and replaced with the following:

   The Funds provided under this Agreement for Fiscal Year 2014-2015 shall not exceed $243,810. All Funds must be expended during the term of the agreement. Any remaining funds shall be de-obligated by the City of Fort Lauderdale as appropriate. For purposes of this Agreement, the base HOPWA award is the amount provided in the Agreement for the 2014-2015 fiscal year. Any additional funds provided to the Participant in subsequent years do not increase the base amount of funding for future years. Additional funds awarded that exceed the $195,296 contract amount are provided on a year-to-year basis and are not guaranteed in future years.

   Budget modifications / revisions shall be submitted annually through P.E. on or before October 15th. Once the Participant has submitted their final budget revisions, they should notify the Housing & Community Development Division of their request.

4. Unless modified herein, all other terms and conditions of the Agreement remain unchanged.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 14 day of MAY 2015.

PARTICIPANT
Sunshine Social Services, Inc (DBA SunServe

WITNESSES:

_____

_____
[Witness print name]

_____

_____
[Witness print name]

By _____
J. Coleman Prewitt, Chair of the Board

ATTEST:

_____
Asst. Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 15th day of May 2015, by J Coleman Prewitt and _____ as Chairman and _____ of Sunshine Social Services, Inc a FL non-profit corporation, on behalf of the corporation. Who ~~are~~ is ☒ personally known to me ~~or ☐ have produced~~ _____ ~~as identification~~.

_____
Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

(SEAL)

NICOLE POCCHIA
MY COMMISSION #EE151566
EXPIRES: FEB 27, 2016
Bonded through 1st State Insurance

Nicole Pocchia
Name of Notary Typed, Printed or Stamped

My Commission Expires: 2-27-16

Commission Number: _____

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

_____

By _____
Jonathan Brown, Housing & Community Development Manager

_____
Mario DeSantis

_____
Avis Wilkinson

By _____ FOR
Lee R. Feldman, City Manager

Date 7-29-15

Approved as to form:

_____
Assistant City Attorney

Exhibit A

Housing Case Management (HCM)	(A1 - A.6)
Housing Case Management (HCM) Fiscal Management	(B1 – B5)

HOUSING CASE MANAGEMENT (HCM)

A.1 HCM activities include initial assessment of the HOPWA client's housing needs and personal support systems; development of a comprehensive, individualized housing plan; coordination of services required to implement the housing plan; client monitoring to assess the ongoing effectiveness of the housing plan; and periodic reevaluation and revision of the housing plan as necessary, which may include client-specific advocacy and/or review of service utilization.

A.2 When a client presents a 3 day notice to evict, Participant must have the client immediately call Legal AID (954) 358-5636 from their offices. Client will leave their name and number. This will ensure the client has the opportunity to discuss case with a lawyer.

A.3 Participant will provide this service at the following location:

2312 Wilton Drive, Wilton Manors, FL

A.4 The Funds provided under this activity shall not exceed **$195,296.00**. All funds for this activity must be expended by the expiration of this contract. Participant agrees to provide HCM assistance for **375** or more unduplicated clients for the term of this agreement.

A.5 HCM assist clients in locating, acquiring, financing, and maintaining affordable and appropriate housing and provide linkages with local entitlement and benefits offices as required. The HOPWA housing case manager shall be knowledgeable of all HOPWA program eligibility requirements, documentation compliance and other HOPWA policy and procedures. Housing Case Managers will work with area providers to determine the best housing solution for HOPWA eligible clients.

A.6 HCM is intended to facilitate efficient client enrollment in housing services. This is a client service that is NOT intended to duplicate or replace Ryan White Part A Medical Case Management. As such, Participant must demonstrate an ability to provide the service in a matter, which is separate from Medical Case Management services.

HOUSING CASE MANAGEMENT (HCM) Fiscal Management

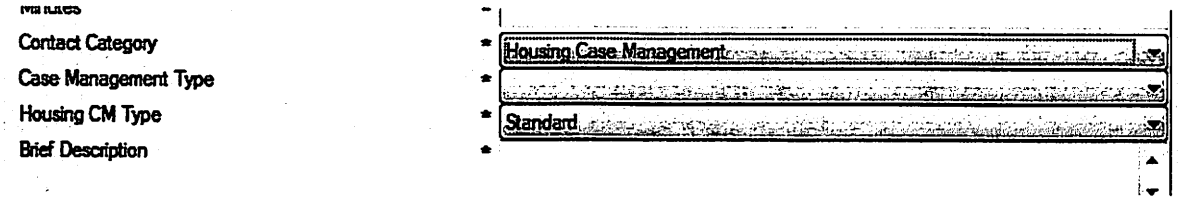
B.1 HCM activities include initial assessment of the HOPWA client's housing needs and personal support systems; development of a comprehensive, individualized housing plan; coordination of services required to implement the housing plan; client monitoring to assess the ongoing effectiveness of the housing plan; and periodic reevaluation and revision of the housing plan as necessary, which may include client-specific advocacy and/or review of service utilization.

B.2 Participant will provide this service at the following location: 2312 Wilton Drive, Wilton Manors, FL

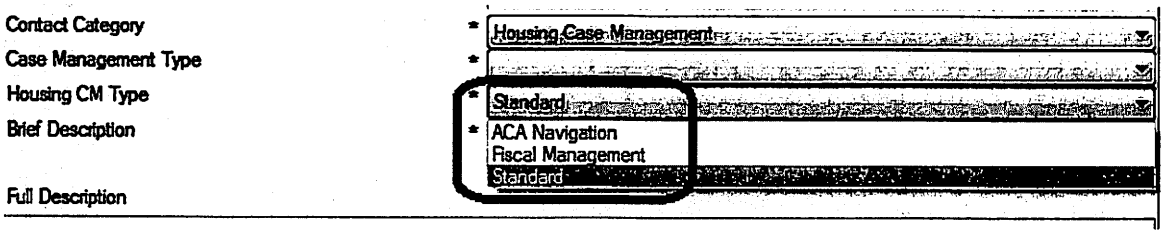
B.3 The Funds provided under this activity shall not exceed **$48,514**. All funds for this activity must be expended by the expiration of this contract. Participant agrees to provide HCM assistance for **150** clients for the term of this agreement.

B.4 HCM assist clients with intensive fiscal case management that will assist clients to obtain and/or maintain financial stability. The agency must enter clients who into PE using the new progress log to tack client participation in Fiscal Management.

There is actually a new field in the Progress Log now for this. If you select a "Contact Category" of "Housing Case Management" a new field "Housing CM Type" will appear. It defaults to "Standard", so those case managers not participating in the new programs will not need to do anything differently.



However, for the ACA and the Budgeting programs, there are two other choices, as seen in the screen shot below:



B.5 HCM is intended to facilitate efficient client enrollment in housing services. This is a client service that is NOT intended to duplicate or replace Ryan White Part A Medical Case Management. As such, Participant must demonstrate an ability to provide the service in a matter, which is separate from Medical Case Management services.