

**CITY OF FORT LAUDERDALE
CHRONIC HOMELESS HOUSING COLLABORATIVE (CHHC) PROJECT
PARTICIPATION AGREEMENT**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State
of Florida, hereinafter referred to as "City,"
and

The MOUNT OLIVE DEVELOPMENT CORPORATION, INC., its
successors and assigns, hereinafter referred to as "MODCO."

WHEREAS, on September 18, 2012, the City Commission approved partnering with Broward County in its Continuum of Care grant application to the Department of Housing and Urban Development (HUD) for the FY 2012 grant funds (CAM #12-2213); and

WHEREAS, on December 17, 2013, after notification that the CHHC Project was selected by HUD for funding, the City Commission authorized City officials to accept and enter into an agreement with Broward County, in the amount of \$440,117 (CAM #13-1592); and

WHEREAS, at its meeting on January 7, 2014, the City Commission authorized by motion the proper City officials to execute Participation Agreements between the City and service providers;

WHEREAS, on February 3, 2015, after notification that the CHHC Project was selected by HUD for funding, the City Commission authorized City officials to accept and enter into an agreement with Broward County, in the amount of \$446,929 (CAM 15-0084); and

WHEREAS, MODCO is a non-profit agency that has agreed to partner with the City on the CHHC Project to provide with apartment units in accordance with the CHHC Project and as provided for in this Agreement.

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

The foregoing recitals are true and correct, and:

**ARTICLE I
PURPOSE**

1.1 The purpose of this Agreement is to outline the guidelines by which the City will provide funds (hereinafter "Funds") to the MODCO to provide permanent supportive housing to chronically homeless individuals and/or families.

1.2 The City will provide funding for CHHC participants to lease certain properties from the MODCO situated in or near Fort Lauderdale, FL to use as the programs permanent supportive housing units and in accordance with uses normally incident thereto and for no other purpose unless modified by mutual consent.

1.3 The CITY agrees to locate, qualify and refer all participants to MODCO to provide lease agreements between the participant, MODCO and the City for the CHHC program

1.4 MODCO shall provide CHHC Project participants with housing units and services in accordance as provided for in this Agreement.

1.5 MODCO shall provide the City signed occupancy and/or lease agreements of program participants residing in MODCO owned or leased housing units per Code of Federal Regulation (hereinafter "CFR") 578.49 (b) (2) attached as 'Exhibit A'.

1.6 MODCO agrees if electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by MODCO, these utility costs are an operating cost.

1.7 MODCO agrees to provide property management, including maintaining current occupancy/lease agreements between each program participant and MODCO, day-to-day maintenance and repairs, and appropriate security of housing units.

1.8 MODCO agrees to not undertake, or contract to undertake any structural or use changes of the City leased units without the express consent of the City.

ARTICLE II SCOPE OF SERVICES

2.1 MODCO shall provide eligible CHHC Project participants with the housing units and services as described in the Scope of Services attached and incorporated as **Exhibit "B."**

ARTICLE III TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement shall be September 1, 2015 through December 31, 2015 with the option to renew for one (1) year based upon the participants performance, ability to achieve stated outcomes and funding availability.

ARTICLE IV FINANCIAL ASSISTANCE

4.1 The City agrees to pay MODCO leasing costs, including utilities, for units provided in amounts not to exceed the HUD established fair market rents of \$994 for one-bedroom units and \$1,263 for two-bedroom units and aligns with the Code of Federal Regulation 578.49- Rent Reasonableness for leasing assistance payments. The leasing costs shall

not exceed \$63,304.85 during the term of this Agreement.

4.2 MODCO agrees that they are not required to impose occupancy charges on program participants as a condition of residing in the housing. However, MODCO agrees that each person receiving assistance under this program or residing in any housing assisted under this program, must pay as rent an amount determined in accordance with Section 3(a) of the United States Housing Act of 1937 and Section 8 Housing guidelines. Under these authorities according to 24CFR§578.77(b), each resident must pay as rent the higher of:

1. Thirty percent (30%) of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of the family and child care expenses);
2. Ten percent (10%) of the family's monthly gross income; or the family is receiving payments for welfare assistance from a public agency and a part of the payment, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated.
3. Participants must assure that funds will not be utilized to make payments for a service that will be provided for under another third-party benefits program or by an entity that provides services on a prepaid basis.

4.3 Participant income must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a). MODCO must examine a program participant's income initially and annually. If there is a change in family composition (e.g., birth of a child) or a decrease in the program participant's income during the year, MODCO must notify the City and adjust the income calculation accordingly.

4.4 Occupancy charges and rent collected from program participants are program income and may be used as provided under CFR § 578.97. Program income shall be retained by MODCO and added to the funds committed to the project and used for eligible activities in accordance with CFR § 578.97 and reported to the City accordingly.

4.5 MODCO shall provide the City with a Budget Narrative Monthly Report, attached as **Exhibit "C,"** documenting rental amounts due based on Project participant occupancy of units.

4.6 The Funds shall be released on a reimbursement or expense incurred basis. MODCO shall submit monthly invoices to the City by no later than the tenth (10th) of each month. Payment shall be issued by the City within fifteen (15) business days of receipt and approval of a proper invoice from MODCO.

ARTICLE V ANNUAL AUDIT

5.1 MODCO shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Part 84.26. MODCO shall pay for this audit at its own expense. The audit shall indicate compliance or non-compliance with HUD regulations. The audit shall be initiated within forty-five (45) days of the end of MODCO's fiscal year in which fiscal year MODCO received funds pursuant to this Agreement. MODCO shall provide a copy of the final audit report to the City within thirty (30) days of receipt, but not later than six (6) months after the end of the audit period.

5.2 MODCO shall comply with the requirements and standards of OMB Circular Nos. A-110, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"; and A-122, "Cost Principles for Non-profit Organizations"; and A-133 "Audits of States, Local Governments and Non-Profit Organizations" that applies to agencies expending \$500,000 or more in federal funds in the last fiscal year and requires that such agencies have a single audit. A "single audit" refers to an agency-wide audit, as opposed to a program specific audit. MODCO shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Part 84.26.

5.3 The City shall review MODCO's audit report and will require MODCO to implement corrective action noted in the audit. The City shall have the right to review any and all of MODCO's records that regard use of the Funds disbursed hereunder.

ARTICLE VI PROCUREMENT

6.1 MODCO agrees to adhere to 24 CFR Part 84 with regard to the purchase of all equipment and furnishings. Procurement of all items shall be conducted through open competition that may include price or rate quotations or sealed bids from at least two or more qualified sources or responsive bidders. Sole source procurement shall be used only in instances where items to be purchased are not available through open competition.

ARTICLE VII INSURANCE AND INDEMNIFICATION

7.1 MODCO will obtain, pay for, and keep in force continuously throughout the term of this Agreement comprehensive general liability insurance, for any one person and for any one accident, which coverages shall include property damage, bodily injury and death. A valid Certificate of Insurance shall be provided to City by MODCO not later than ten (10) days after execution of this Agreement. Any such policy shall name the City as an additional insured and shall not be affected by any insurance that the City may carry in its own name.

7.2 MODCO shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and

appellate levels, in connection with or arising, directly or indirectly, out of or resulting from MODCO's acts or omissions in performing its obligations under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity.

ARTICLE VIII FURNISHINGS / EQUIPMENT / PROPERTY/SUPPLIES

8.1 MODCO agrees that any equipment and/or furnishings purchased with Funds obtained through this Agreement shall be continuously well-maintained and kept in good condition and repair during their useful life. All equipment and furnishings shall be kept in a secure location to prevent loss, damage, or theft. All equipment and furnishings acquired by MODCO using Funds shall become the property of the City upon the dissolution of MODCO or upon MODCO's failure to maintain its eligibility to participate in the CHHC Project.

8.2 MODCO agrees to maintain property records that include a description of the equipment and furnishings purchased with Funds, listing the location and general condition of said property, and a serial or other identification number. Such records shall also include the source of the property, title holder, the acquisition date, the cost of the property, and the percentage of Federal participation in the cost of the property, and property disposition. Such records shall be provided to the City on a monthly basis throughout the term of this Agreement. The report shall be year-to-date property record log, which will show items purchased using Funds from the effective date of this Agreement.

8.3 MODCO agrees that all equipment and furnishings purchased with Funds obtained through this Agreement shall be subject to a physical inventory. The results of said inventory must be reconciled with any existing property records on an annual basis.

8.4 MODCO agrees that the items of equipment, supplies, and furnishings obtained as a result of this Agreement shall not be sold, transferred, or otherwise disposed of, without the prior written consent of the City.

ARTICLE IX RECORDS

9.1 MODCO shall adhere to the standards and other requirements as set forth in the Agreement between Broward County and City of Fort Lauderdale For Fort Lauderdale Chronic Homeless Housing Collaborative and the Broward County Provider Handbook, attached jointly hereto as **Exhibit "D"**.

9.2 MODCO will report to the City on a monthly basis throughout the term of this Agreement on services provided and beneficiaries of those services. MODCO will be

responsible for maintaining all records necessary to document compliance with the provisions of 24 CFR Part 570 as now in effect, and as may be amended from time to time.

9.3 The records shall be available for inspection by the City, Broward County, or HUD representatives during all normal business hours. Records pertaining to this Agreement shall be maintained by MODCO and made available, in Broward County, Florida, for the duration of the grant term and retained for a period of five (5) years beyond the last day of the grant term. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later.

9.4 As used in this Agreement, records shall include but not be limited to e-mails, memorandums, correspondence, accounting documents, receipts, invoices, minutes of meetings, surveys and any all other documents or data either electronic, paper or both, associated in any way to the administration and implementation of this Agreement and the receipt and disbursement of the Funds provided in this Agreement.

9.5 All records as described in this Agreement are and shall remain the property of the City whether this Agreement is in effect or not. MODCO shall provide such documents to City within thirty (30) calendar days of City's written request at no cost or expense to City.

ARTICLE X DEFAULT

10.1 The following events shall constitute an "Event of Default" pursuant to this Agreement:

- (1) MODCO fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of MODCO herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
- (2) If MODCO or any endorser of the Agreement files a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable Federal, State or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of MODCO for all or any part of the properties of MODCO; or if within ten (10) days after commencement of any proceeding against MODCO, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future Federal Bankruptcy Act or any other present or future Federal, State or other local law, such proceeding shall not have been dismissed or stayed on appeal; or

if, within ten (10) days after the appointment, without the consent or acquiescence of MODCO or of any endorser of the Agreement, of any trustee, receiver, or liquidator of MODCO or any endorser of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

- (3) MODCO's breach, violation or failure to perform any of the obligations or any of the covenants and conditions contained herein.

10.2 Upon the occurrence of any event of default, the City shall cease making disbursements hereunder and, if MODCO shall have and notice thereof failed to cure such default within forty-five (45) days, declare immediately due and payable, all monies advanced hereunder.

10.3 If as a result of an audit or monitoring by the City of Fort Lauderdale and/or the Department of Housing & Urban Development's (HUD) Community Planning Division (CPD), Broward County or Office of Inspector General (OIG) or any other governing agency, results in a finding or ruling that MODCO provided funding of an ineligible activity or unallowable expense, the City shall be entitled to recover immediately upon demand from MODCO or any party joining in or consenting to this Agreement, all ineligible or unallowable sums paid by the City to MODCO pursuant to this Agreement.

ARTICLE XI GENERAL CONDITIONS

11.1 MODCO certifies that it will administer its programs in compliance with 24 CFR 578 - Continuum of Care Program Regulations, and all applicable federal laws, regulations, and Executive Orders, including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), and effectuating regulations in 24 CFR Part 1. This law states that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development. And the General HUD Program Requirements, 24 CFR Part 5.
2. Section 109 of the Housing and Community Development Act of 1974, as amended, and hereinafter referred to as "Act", requires that no person in the United States shall on the ground of race, color, religion, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds made available pursuant to the Act. Implementing regulations can be found at 24 CFR

Part 6.

3. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act. Regulations implementing the Age Discrimination Act are contained in 24 CFR Part 146 and the regulations implementing section 504 are contained in 24 CFR Part 8.
4. The Fair Housing Act of 1988 (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, it is required that MODCO administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Implementing regulations can be found at 24 CFR Part 100.
5. E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
6. 24 CFR Part 70 applies to volunteers.
7. E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
8. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701), which requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's regulations provided at 48 CFR Part 23.500, *et seq.*
9. No employee, officer, or agent of MODCO shall participate in the selection, award, or administration of a contract supported by Funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or

is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from MODCO, or parties to sub-agreements. The requirement applies for such persons during their tenure and for a period of one year after leaving the organization. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses or other private entities for all eligible activities at 24 CFR 570.201-204; and provision of loans to individuals, businesses, and other private entities.

10. The Federal Regulations at 24 CFR 570.611, Conflict of Interest. In the procurement of supplies, equipment, construction, and services by MODCO, the conflict of interest provisions in 24 CFR 84.42 shall apply. MODCO shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
11. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, if the grant amount is in excess of \$100,000. Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
12. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), if the procurement contract amount is in excess of \$100,000. MODCO who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated Funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
13. The Section 3 Clause, identified at 24 CFR Part 135.38:
 - A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other

economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. MODCO agrees to send to each labor organization or representative of workers with which MODCO has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of MODCO's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. MODCO agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. MODCO will not subcontract with any subcontractor where MODCO has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. MODCO will certify that any vacant employment positions, including training positions, that are filled (1) after MODCO is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent MODCO's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

ARTICLE XII
TERMINATION OF AGREEMENT

12.1 No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.

12.2 In accordance with 24 CFR 84.61, suspension or termination may occur if MODCO materially fails to comply with any term of this Agreement.

12.3 In accordance with 24 CFR 84.61, this Agreement may be terminated for convenience.

12.4 Any notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered and receipted for or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

City

Lee R. Feldman
City Manager

As to the City:

City Manager's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

MODCO

Dr. Rosalind Osgood
Chief Executive Officer

As to MODCO:

Mount Olive Development
Corporation, Inc.
401 N.W. 9th Avenue
Fort Lauderdale, FL 33311

12.5 MODCO shall not incur new expenses for equipment or furnishings after receiving notice of the cancellation or upon default of this Agreement and shall cancel outstanding obligations for ordered items as possible.

ARTICLE XIII
SEVERABILITY

13.1 If any section, subsection, clause, sentence, or provision of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall not be affected thereby.

ARTICLE XIV
INTEGRATION

14.1 This Agreement shall constitute the entire agreement between City and MODCO;

no prior written, prior, or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

ARTICLE XV
ASSIGNMENT

15.1 MODCO may not assign any interest in this Agreement without prior written consent of City.

(THIS SPACE WAS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have executed this Participation Agreement.

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
Mayor

Witness print/type name

By _____
City Manager

Witness print/type name

(CORPORATE SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

WITNESSES:

The Mount Olive Development Corporation,
Inc.

By _____

[Witness print/type name]

[Print/type name and title]

[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

Secretary

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of Housing Authority of the City of Fort Lauderdale. He/She is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public, State of Florida (Signature
of Notary Taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

Exhibit 'A'

MOUNT OLIVE DEVELOPMENT CORPORATION, INC.
(MODCO)
401 NW 9 Ave, Fort Lauderdale, FL 33311
(954) 764-6488

RESIDENTIAL LEASE FOR SINGLE FAMILY HOMES, APARTMENTS OR UNIT IN MULTI-FAMILY RENTAL HOUSING

WARNING: IT IS VERY IMPORTANT TO READ THE ENTIRE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.

A BLANK SPACE () INDICATES A PROVISION WHERE A CHOICE OR DECISION MUST BE MADE BY THE PARTIES. NO CHANGES OR ADDITIONS TO THIS FORM MAY BE MADE UNLESS APPROVED IN WRITING BY THE LANDLORD.

I. TERM AND PARTIES. This is a lease ("the Lease") for a period of 12 months (the "Lease Term"), (Number)
Beginning and ending, between the City of Fort Lauderdale, Mount Olive Development Corporation, Inc., and (name(s) of person(s) to whom the property is leased)

(In the Lease Mount Olive Development Corporation, Inc., (MODCO), is called "Landlord." All persons to whom the property is leased are called "Tenant or Head of Household".)

II. PROPERTY RENTED. Landlord leases to Tenant the (Single Family Home) (Apartment) located at
Street Address City Florida Zip Code

together with the following furniture and appliances stove, refrigerator, wall air conditioner. List all furniture and appliances, if none, write "none". In the Lease the property leased, including furniture and appliances, if any, is called "the Premises".

III. COMMON AREAS. Landlord grants to Tenant permission to use, along with his or her guest, the common areas of the building and the development of which, the Premises are a part.

IV. RENT AND ADDITIONAL CHARGES. Tenant shall pay rent for the Premises and for the Lease Term in equal installments of \$0.00 on the FIRST day of each MONTH. A "Rental Installment Period," as used in the Lease, shall be a month.

Tenant shall pay a late charge in the amount of \$50.00 for each Lease Payment made after the 5th day of the month. All late charges shall be included in, and calculated as, rent. (Initials)

Tenant shall pay a bad/NSF check fee in the amount of \$15.00 (not to exceed \$20.00 or 5% of the Lease Payment, whichever is greater) if tenant makes any Lease Payments with a bad/NSF check. Landlord can require Tenant to pay all future Lease Payments by certified check or money order. All bad/NSF check fees shall be included in, and calculated as, rent. (Initials)

Tenant shall pay the rent and all other charges required to be paid under the lease by valid check, or money order. All payments shall be delivered to the address listed in Paragraph VII.

V. ADVANCE RENT/SECURITY DEPOSITS. In addition to the Lease Payments described above, Tenant shall pay last month's rent of \$N/A and/or a security deposit of \$0.00 to be paid in advance or upon the signing of the Lease. Notwithstanding the foregoing, if the security deposit is to be paid by Tenant after Tenant obtains possession of the Premises, the non-payment of said deposit will be considered a breach of the Lease. Please see Paragraph XXVII herein for the terms of payment if the security deposit is to be paid after Tenant signs the Lease.

Any funds provided to the Landlord under this section shall be held in a non-interest bearing account. Said funds shall be held in a separate account at:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

Upon the vacating of the premises for termination of the lease, if the Landlord does not intend to impose a claim on the security deposit, the Landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the Landlord shall have 30 days to give the Tenant written notice by certified mail to Tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

"This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by Sec. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to Landlord's address listed above."

If the Landlord fails to give the required notice within the 30-day period, the Landlord forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

Unless the Tenant objects to the imposition of the Landlord's claim or the amount thereof within 15 days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of the claim and shall remit the balance of the deposit to the Tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the Tenant to seek damages in a separate action.

If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in Sec. 475.25(1)(d).

- VI. MAINTENANCE CHARGES.** Landlord or Landlord's agent may perform inspections on behalf of Landlord. Tenant shall pay all maintenance charges assessed against Tenant by Landlord that are not the Landlord's responsibility.
- VII. NOTICES.** All notices to the Landlord and all Lease Payments must be delivered to 1530 NW 6 St, Fort Lauderdale Florida 33311 unless Landlord gives Tenant written notice of a change. All notices to Landlord shall be delivered by certified mail, return receipt requested, or by hand delivery.

All notices to the Tenant shall be delivered by First Class U.S. Mail or hand delivery to Tenant at the Premises, unless otherwise specified herein. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

- VIII. USE OF PREMISES AND TENANT'S OBLIGATIONS.** Tenant shall use the Premises for residential purposes only. Tenant shall also obey, and require anyone on the Premises to obey, all laws and any restrictions including Lease restrictions, that apply to the Premises. Landlord will provide Tenant with notice of any additional restrictions that apply to the Premises.

Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities.

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than 2 nights in any calendar month. Landlord's written approval is required to allow anyone else to occupy the Premises.

Tenant may not keep or allow pets or animals on the Premises. _____(Initials)

Tenant shall not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises.

Tenant shall not create any environmental hazards on or about the Premises.

Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.

Tenant may not make any alterations or improvements to the Premises without first obtaining Landlord's written consent to make the alteration or improvement. Tenant may not change the locks to the Premises unless in the event of an emergency. If Tenant changes the locks, Landlord reserves the right to install its own locks without notice to Tenant. Landlord will provide Tenant with replacement keys. Tenant will be billed for the costs associated with the installation of the replacement locks and keys unless Landlord waives said costs. _____(Initials)

Tenant must act, and require all other persons on the Premises to act, in a manner that does not disturb, threaten, or harass neighbors or Landlord's employees/agents or constitute a breach of the peace.

Landlord may adopt, modify, or repeal rules and regulations for the use of common areas and conduct on the Premises during the Lease Term. If adoption, modification, or repeal of additional rules and regulations are permitted, they must be reasonable and in the best interest of the development in which the Premises are located.

DRUG FREE HOUSING REQUIREMENT

Tenant agrees that:

(1) Tenant, any member of the Tenant's household, or guest or other person under the Tenant's control shall not engage in criminal activities, including drug related criminal activity, on or off the Premises.

(A) "Drug-related criminal activity" means:

"the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act. 21 U.S.C. 802)."

(2) Any violation of Paragraph 1 is a serious violation of a material term of the Lease, and is good cause for termination of the Lease.

(3) Landlord may terminate the Lease, in accordance with, Paragraph 1, for criminal activity by the Tenant or member of the Tenant's household, or a guest or other person under the Tenant's control, whether such activity occurs in the development where the Tenant's dwelling unit is located, or off the Premises. A criminal conviction is not necessary to terminate the Lease where there is proof of possession of illegal drugs on or off the Premises.

(4) Tenant shall not permit use of the Premises for any criminal activity, including use of the Premises for any drug-related criminal activity.

(5) Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not interfere with the health, safety or right to peaceful enjoyment of the Premises by other residents by the abuse or pattern of abuse of alcohol.

IX. MAINTENANCE/CONDITION OF PROPERTY. Landlord and Tenant agree that the maintenance of the Premises must be performed by the Party indicated below

A. **Landlord's required Maintenance** will comply with applicable building, housing and health codes relating to the Premises.

B. **Elective Maintenance.** Fill in each blank space in this Section with Landlord (L) or Tenant (T) to indicate who will be responsible for the items noted.

Cont. Maintenance/Condition of Property

T/L Smoke Detector*

L Running Water

T/L Appliances*

L Extermination
L Repair Lock(s)
T/L A/C & Heating Filters
T/L Keep clean & safe,
condition of outside areas

T/L Hot Water
L Lawn Maintenance
T/L A/C Unit*
T/L Garbage removal and outside
garbage receptacle

T/L Fixtures
T/L Ceiling Fans*
T/L Heat
 Other _____

***Require Tenant Initials**

- *Smoke Detector: Tenant's responsibilities include keeping smoke detector free of dust and replacing batteries when needed. _____
- *Appliances: Tenant's responsibilities include keeping appliances clean at all times. _____
- *Ceiling Fans: Tenant's responsibilities include keeping ceiling fans clean at all times. _____
- *A/C Unit. Tenant's responsibilities include Changing A/C filters monthly to insure efficient operation of A/C Unit _____

Tenant's responsibility, if indicated above shall include major maintenance or major replacement of equipment if damaged by Tenant or others who are on the Premises with Tenant's consent.

Major replacement or major maintenance means a repair or replacement that costs more than \$50.00.

Tenant shall be required to vacate the Premises on 7 days' written notice, if necessary for extermination when vacation of the Premises is required. Landlord shall abate the rent but will not be liable for damages.

Nothing in this section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member or Tenant's family, or any other person on the Premises with Tenant's consent.

C. Tenant's Required Maintenance. At all times during the Lease Term, Tenant shall:

1. Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
2. Keep the Premises clean and sanitary;
3. Remove all garbage from the dwelling unit in a clean and sanitary manner;
4. Keep all plumbing fixtures in the dwelling unit clean, sanitary, and in repair; and
5. Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating and air conditioning mechanisms, ceiling fans, smoke detectors and other facilities and appliances, including elevators, if applicable.

D. Condition of Property. Tenant's taking possession of the Premises shall constitute Tenant's acceptance of the Premises "AS IS" and Tenant's acknowledgement that the Premises was in good condition and repair at the time such possession was taken.

X. UTILITIES. Tenant shall pay all deposits and charges for utility services to the Premises during this Lease Term, including hook-up and connection charges, except water, sewer and trash which Landlord agrees to provide at Landlord's expense. (Specify any utilities to be provided and paid for by Landlord)

XI. LANDLORD'S ACCESS TO PREMISES. Landlord or Landlord's Agent may enter the Premises under the following circumstances: _____ (Initials)

- A. At any time for the protection or preservation of the Premises.
- B. After reasonable notice to Tenant at reasonable times for the purpose of repairing Premises.
- C. To inspect the Premises; make necessary or agreed upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 1. With Tenant's consent;
 2. In case of emergency;
 3. When Tenant unreasonably withholds consent;
 4. If Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period;
 5. If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.

XII. CASUALTY DAMAGE. In the event of a natural disaster or other catastrophic event that renders the Premises uninhabitable, this Lease will hereby terminate and the parties will be absolved of their responsibilities to each other. If Tenant remains in possession after the event, Tenant shall have 7 days after the delivery of written notice from the Landlord to vacate the Premises. Tenant shall be responsible for obtaining insurance on Tenant's personal property and agrees not to hold Landlord liable for any damages to Tenant's property on the Premises. Tenant shall indemnify and hold Landlord harmless for any injury or

XIII. DEFAULT.

Tenant will be in default if any of the following occur;

1. Tenant fails to pay rent when due and the default continues for more than 3 days, excluding Saturdays, Sundays, and legal holidays, after delivery of written demand by Landlord for payment of rent or possession of the premises.
2. Tenant fails to perform obligations under the Lease, and the failure is such that Tenant should not be given an opportunity to correct it or the failure occurs within 12 months of a written warning by Landlord of a similar failure. Examples of such failures which do not require an opportunity to correct include, but are not limited to, destruction of property, drug activity, damage, or misuse of Landlord's or other Tenant's property by an intentional act, or a subsequent or continued unreasonable disturbance.
3. Except as provided above, Tenant fails to perform any other obligation under the Lease and the default continues for more than 7 days after delivery of written notice to Tenant from Landlord specifying the default.

XIV. REMEDIES AND DEFENSES.

(A) Landlord's Remedies.

1. If Tenant remains on the Premises after expiration or termination of the Lease without Landlord's permission, Landlord may recover possession of the Premises in the manner provided for by law. Landlord also may recover double rent for the period during which Tenant refuses to vacate the Premises.
2. If Tenant defaults under the Lease by failing to pay rent, as set forth in Section XIII(1) above, Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises immediately. If Tenant defaults under the Lease for any other reason, as set forth in Sections XIII(2) or (3) above, Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises within 7 days of delivery of the notice of termination.
3. If Tenant fails to cure a default within the time specified in the notice to Tenant, Landlord may recover possession of the Premises as provided by law.
4. If Tenant has defaulted under the Lease and Landlord has obtained a writ of possession, if Tenant has surrendered possession of the Premises to Landlord, or if Tenant has abandoned the Premises, Landlord may:
 - a. treat the Lease as terminated, retake possession for Landlord's own account, and any further liability of Tenant will be ended;
 - b. retake possession of the Premises for Tenant's account. Tenant will remain liable for the difference between rent agreed to be paid under the Lease and rent Landlord is able to recover in good faith from a new tenant. Tenant shall be liable for any and all costs associated with the reletting of the Premises. Landlord may also apply Tenant's security deposit toward past due rent, physical damages to the unit and any attorney's fees and/or court costs incurred. Landlord reserves the right, however, to seek additional damages if they exceed the above amounts. Landlord, at its option, may or may not hold Tenant liable for any future rent if Landlord is provided with written notice of Tenant's early Lease termination at least thirty (30) days in advance of the date Tenant intends to vacate, or
 - c. do nothing, and Tenant will be liable for the rent as it comes due.

(B) **Other Remedies.** Landlord may have other remedies available at law or in equity.

(C) **Defenses.** In a lawsuit by Landlord for possession of the Premises based upon nonpayment of rent or in a lawsuit by Landlord seeking to obtain unpaid rent, Tenant may not assert as a defense Landlord's failure to provide elective maintenance, as set forth in Section IX(B) above. Such failure to perform shall not be a defense to any lawsuit by Landlord for possession of the Premises unless otherwise provided by the Lease or applicable law.

(D) **Payment of Rent in Court.** In any lawsuit by Landlord for possession of the Premises, if Tenant raises any defense other than payment, Tenant must pay into the registry of the court the past due rent set forth in Landlord's complaint, or an amount determined by the court, and the rent which comes due during the lawsuit, as it comes due. Failure of Tenant to pay the rent into the registry of the court will be a waiver of Tenant's defense other than payment.

(E) **Attorney's Fees.** Landlord shall be entitled to recover all reasonable attorney's fees and costs incurred to enforce the terms of this Lease, including fees and costs incurred prior to any litigation, arbitration, mediation and/or administrative proceedings. Landlord may recover said fees and costs via court action after a 7-Day Notice to Cure has been issued, via collection efforts if the Tenant has vacated the Premises or via any other legal means selected by Landlord. Landlord shall also be entitled to recover its reasonable court costs and attorneys' fees from Tenant if it prevails in a court of law or any arbitration, mediation or administrative proceeding.

- XV. ASSIGNMENT AND SUBLEASING.** Tenant may not assign the Lease or sublease all or part of the Premises at any time.
- XVI. RISK OF LOSS.** Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant's family, agents, employees, guests, or visitors. Landlord shall not be liable if such damage, theft, or loss is caused by Tenant, Tenant's family, agents, employees, guests or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct.
- XVII. SUBORDINATION:** This Lease is subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.
- XVIII. LIENS.** Tenant shall not have the right or authority to encumber the premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by Tenant. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.
- XIX. APPROVAL CONTINGENCY:** The Lease is not conditioned upon approval of Tenant by any association that governs the Premises.
- XX. RENEWAL/EXTENSION:** The Lease can be renewed or extended only by written agreement signed by both Landlord and Tenant. It automatically terminates at the end of the Lease period. No notification to Tenant is required.
- XXI. ADDITIONAL TERMS.**
- A. Time is of the essence in the Lease.
 - B. The Lease shall be binding upon, and be for the benefit of, the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
 - C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
 - D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
 - E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
 - F. The place for filing any suits or other proceedings with respect to the Lease shall be the County in which the Premises is located.
 - G. Landlord and Tenant will use good faith in performing their obligations under the Lease.
 - H. In the event any section of this Lease shall be held to be invalid, all remaining provisions shall remain in full force and effect.
 - I. Any failure by Landlord to exercise any rights under this Lease shall not constitute a waiver of Landlord's rights, including, but not limited to, Landlord's decision to refrain from taking legal action against Tenant after Tenant has tendered late rental payment(s). Further, Landlord shall not be required to provide Tenant with any additional pre-litigation notices not mandated by Florida law.
- XXII. MILITARY SERVICE:** Tenant hereby attests that they are not in the military service of the United States. _____ (Initials)
- XXIII. RADON GAS.** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- XXIV. ABANDONED PROPERTY:** BY SIGNING THIS LEASE, TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT OF THE PREMISES, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY. TENANT SHALL HAVE 48 HOURS FROM NOTIFICATION TO CLAIM AND REMOVE ALL PERSONAL PROPERTY FROM THE

PREMISES.

XXV. MOLD AND MILDEW DISCLOSURE. Tenant acknowledges that the premises or residential unit is located in Florida which has a climate conducive to the growth of mold and mildew and that it is necessary to provide proper ventilation and dehumidification of the apartment to retard or prevent the growth of mold and mildew. Tenant hereby confirms that there are no visible signs of mold or mildew in the apartment. Tenant further acknowledges that there are currently no enforceable regulatory standards in Florida pertaining to the concentrations of mold or mildew. Tenant agrees to be responsible for properly ventilating and dehumidifying the apartment and its contents to retard and prevent mold and mildew and further agrees that the Landlord shall not be responsible for any health related claims, damages to the apartment or the personal property contained therein as a result of the existence of mold or mildew. If Landlord chooses to assist in the cleaning/remediation of mold or mildew, Tenant agrees to fully cooperate with Landlord's efforts and to allow Landlord a reasonable time within which to complete said cleaning/remediation. In no event shall Tenant be entitled to an abatement or reduction of rent or monetary compensation under this section. _____(Initials)

XXVI. LEAD WARNING STATEMENT. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below:

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the Premises (explain).

(ii) _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises.

(b) Records and reports available to the landlord (check (i) or (ii) below:

(i) _____ Landlord has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Premises (list documents below).

(ii) _____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Premises.

Tenant's Acknowledgement (Initial)

(c) _____ Resident has received copies of all information listed above.

(d) _____ Resident has received the pamphlet *Protect Your Family from Lead in Your Home*.

XXVII. MISCELLANEOUS TERMS. _____

THIS LEASE HAS BEEN EXECUTED BY THE PARTIES ON THE DATES INDICATED BELOW:

City of Fort Lauderdale

By: _____
(Signature)

Print Name: _____

Date: _____

By: _____
(Signature)

Date: _____

Print Name: _____

Tenant(s)

Head of Household (Signature)

Date: _____

Print Name: _____

Spouse/Co-Head (Signature)

Date: _____

Print Name: _____

Print names and ages of family members who will reside in the unit:

1. _____

Relationship Age

2. _____

Relationship Age

3. _____

Relationship Age

4. _____

Relationship Age

OFFICE USE ONLY

Permanent Supportive Housing (yes) or (no).

If yes, attach Contract or Amendment. Contract Rent \$ _____ Tenant Rent\$ _____ HAP \$ _____

Signature

Title

Date

EXHIBIT "B"
SCOPE OF SERVICES

I. Scope of Services:

- a. For purposes of this Agreement, participants are chronically homeless individuals and/or families as defined by the United States Department of Housing and Urban Development (HUD). One hundred percent of participants served shall be chronically homeless or part of a chronically homeless family.
- b. A minimum of 22 unduplicated participants shall be provided permanent supportive housing and services under this Agreement annually.
- c. The City of Fort Lauderdale Chronic Homeless Housing Collaborative (CHHC) Project is a HUD Continuum of Care funded project providing permanent supportive housing in scattered site and/or clustered apartments to participants. The City of Fort Lauderdale will lease with Mount Olive Development Corporation, Inc., (MODCO) to provide housing units but not limited to the addresses provided below:

1530 NW 6 St, Fort Lauderdale, FL 33311
535 NW 15 Terr, Fort Lauderdale, FL 33311
1524 NW 6 St, Fort Lauderdale, FL 33311
751 NW 5 St, Fort Lauderdale, FL 33311
427 NW 9 Ave, Fort Lauderdale, FL 33311
429 NW 9 Ave, Fort Lauderdale, FL 33311
437 NW 9 Ave, Fort Lauderdale, FL 33311
819 NW 3 St, Fort Lauderdale, FL 33311

- d. MODCO shall adhere to the standards and other requirements set forth in the Part 24 of the Code of Federal Regulations (CFR) 578 – Continuum of Care Program, all applicable CFR's, the Agreement between Broward County and City of Fort Lauderdale for Chronic Homeless Housing Collaborative and the Broward County Provider Handbook, attached hereto.
- e. MODCO shall ensure that all housing units are in full compliance with HUD quality standards and City quality standards as noted on attached Housing Quality Standards (HQS) Inspection Form.
- f. The City agrees to pay MODCO leasing costs, including utilities, for units provided in amounts not to exceed the HUD established fair market rents of \$994 for one-bedroom units and \$1,263 for two-bedroom units and must align with the Code of Federal Regulation 578.49- Rent Reasonableness for leasing assistance payments. The leasing costs shall not exceed \$63,304.85 during the term of this

Agreement.

- g. MODCO shall provide the City with an Annual Rent Reasonable Certification or when occupancy changes per unit leased to the CHHC program. Services to be provided:
- i. MODCO shall provide a minimum of 22 housing units, twenty (20) one-bedroom and two (2) two-bedroom units for the project. The units will be provided as the City determines necessary and will be made ready within 30 days City's request.
 - ii. MODCO shall provide the CHHC partners with access to the units in advance of a signed lease agreement for the purposes of furnishing the units and preparing them to house tenants.
 - iii. MODCO shall work collaboratively with the CHHC project manager and CHHC partners to expeditiously address and resolve any maintenance issues.
 - iv. MODCO shall recognize and embrace the Housing First philosophy. Housing First discourages imposing conditions on permanent housing, whether related to health, employment or sobriety. MODCO shall work in conjunction with the Intensive Case Managers to quickly address tenant issues as they arise and mitigate them. Tenants will agree to have their support workers meet with them in their homes, agree to a third party payment of their rent, follow their lease and avoid disrupting the reasonable enjoyment of other tenants.
 - v. Rental agreements shall be executed between the City of Fort Lauderdale, MODCO and the tenants. The rules and regulations for tenant behavior shall align with the Housing First philosophy designed to teach participants to be responsible tenants with the focus on housing stability.
 - vi. Participants shall be provided with a written copy of the rules and termination process before assistance begins, participant shall be provided with written notice containing reasons for termination, participant shall be provided with a review of the decision and given opportunity to appeal, and prompt written notice of final decision shall be provided to the participant.
 - vii. Participants shall be informed of applicable grievance procedures and will have the opportunity their concerns heard and addressed.
- h. Reporting Requirements: MODCO shall ensure compliance with all City, County and HUD reporting requirements regarding services provided by the MODCO under the terms of this Agreement and the City's Agreement between Broward County and City of Fort Lauderdale for Chronic Homeless Housing Collaborative, required reports, submission dates and agreement addendum.

- i. **Invoicing:** MODCO shall ensure compliance with all City, County, and the Code of Federal Regulations and provide appropriate documentation as determined by the City for reimbursement of program expenses.

EXHIBIT C
BUDGET NARRATIVE - MONTHLY REPORT

Month Reported: _____

Project Participant Name	Unit Address	Date Lease Executed	Monthly Rent	One or Two Bedroom
TOTAL RENT DUE				



**Broward County
Human Services Department
Community Partnerships Division**

HANDBOOK **for Contracted Services** **Providers**

BROWARD THE COUNTY BOARD OF THE COUNTY COMMISSIONERS - An Equal Opportunity Employer and Provider of Services

Mark D. Bogen • Beam Furr • Dale V.C. Holness • Martin David Kiar • Chip LaMarca • Stacy Ritter • Tim Ryan • Barbara Sharief • Lois Wexler

What's New

(Revised 3-17-15)
Supplemental Revision 3-19-15

- Chapter I: General Information- Section G. Insurance (Revised)
- Chapter II: Children Services Administration (Revised)
 - Section B: System of Care
 - Section C: Client Eligibility Services
- Chapter III: Healthcare Services
 - Section A: Health Care Services Section
- Chapter V: Homeless Initiative Partnership Section (Revised)
- Appendix: Section A- Definitions (Revised)
- Documents updated under “Resources” on the Contract Services Provider Handbook webpage
 - 2015 HHS Poverty Guidelines (CSA)
 - Co-Pay Quarterly Information Form (based on 2015 HHS Poverty Guidelines) (CSA)
 - Taxonomy Definition Credentials
- Documents added under “Resources” on the Contract Services Provider Handbook webpage
 - HUD Match & Leverage Guide (HIP)
 - HUD Invoice Template (HIP)
 - Program Income Tracking Form (HIP)
 - 100% Grant Payroll Certification Form (HIP)

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Chapter I: Introduction

Community Partnerships Division (CPD) Provider Handbook (Handbook) details CPD's policies, procedures, requirements, and standards for compliance with a Broward County (County) Human Services agreement. The Handbook provides descriptions and instructions on how and when to complete forms or other documentation. It further serves as CPD's mechanism for timely distribution and implementation of changes in service provision requirements, eliminating the need for some contract amendments.

For the purposes of this Handbook, the term "Provider" means any entity or group that has an agreement with Broward County Human Services. The term "Client" describes an individual who is eligible for County-funded services. Where the word "Agreement" is capitalized, it refers to the executed contract between the County and the Provider.

Providers can access the current Handbook through the Community Partnerships web site by selecting the "Provider Handbook" button on the right side of the page. CPD will issue Handbook updates as needed through AccessBROWARD eSubscription. It is very important that Providers read the updated information as it is the Provider's responsibility to follow correct policy to obtain reimbursement from the County.

Updates may be:

1. Replacement Handbook – Major changes will result in the entire Handbook being replaced with a new effective date throughout and it will be a clean copy.
2. Revised Handbook – Providers will be notified through AccessBROWARD when the Provider Handbook is revised. The revised Handbook will include a "What's New" section identifying any major changes or additions to the handbook as well as a revision date on the cover and in the footer of the revised chapter.

Chapter I addresses general agreement expectations and related policies and procedures unless otherwise indicated in the specific Section Chapters under which they are funded. Providers are required to refer to both the general and section specific chapters and must comply with all requirements within this Handbook including all revisions and updates as published.

A. Human Services Department

The mission of the Human Services Department (HSD) is to effectively and efficiently provide innovative health and human service programs that assist Broward County's children, elderly and low-income individuals and families achieve well-being and enhance their quality of life, as well as lead the community in sharing human service expertise. Its Divisions and Offices include:

- Broward Addiction Recovery Division (BARD)
- Community Partnerships Division (CPD)
- Elderly and Veterans' Services Division (EVSD)
- Family Success Administration Division (FSAD)

- Office of Civil Citation (OCC)
- Office of Administrative Services (OAS)
- Office of Evaluation and Planning (OEP)

The Human Services Business Plan addresses the Broward County Commission goal to provide a Social Safety Net for Broward residents. The Plan identifies several key issues which when addressed, can assist the most vulnerable residents while moving them toward achieving self-sufficiency and independence. To address these issues, HSD will continue to build a comprehensive array of services that are accessible and responsive, meet or exceed best practice standards, and are results oriented. The objectives focus on creating a more innovative, effective and comprehensive service continuum by reducing fragmentation and encouraging collaboration between community partners.

B. Community Partnerships Division

CPD’s mission is to work collaboratively with community partners including funders, non-profit and for-profit providers, faith-based organizations, governmental entities, advocates, and consumers in assuring that community based human services are cost effective, coordinated, and performance based in meeting the needs of the residents. The County’s commitment to efficiency, consistency and collaboration, specifically as it relates to contracted human services, was the impetus for the Division’s design. Its structure has ensured a more streamlined approach to the funding and contracting of social services.

CPD consists of five sections, three of which provide contracted human services. The sections providing contracted services are Children’s Services Administration Section (CSA), Health Care Services Section (HCS) and Homeless Initiative Partnership Section (HIP). The Ryan White Part A Program Office that provides contracted services for persons with HIV/AIDS is housed within HCS. Each Section is responsible for administering the continuum of care for a specific target population through an array of contracted social services. CPD’s goal is to create a comprehensive system of care that addresses the issues of health (physical, special needs, and behavioral health), shelter, and safety.

C. CPD Administration Contacts

Reception	(954) 357-8647
Section Contacts.....	
CPD Admin.....	(954) 357-6202
FAX.....	(954) 357-8204
Email	communitypartnerships@broward.org
Children’s Services Admin.....	(954) 357-7880
Health Care Services.....	(954) 357-5385
Ryan White Part A.....	(954) 357-5390
Homeless Initiative Partnership.....	(954) 357-6101

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General Information

A. Eligibility to Provide Services

HSD contracts with non-profit and for-profit organizations (when federal funding source does not prohibit such contracting) and government entities.

B. Types of Agreements

Broward County and the Provider will execute the appropriate HSD form agreement applicable to the Provider's organizational type and the service provided. Agreements are usually on one of these forms:

- The Consultant Services agreement form
- The Capital Purchase agreement form
- The Unit of Service agreement form. Most CPD agreements are on this form.

The forms contain standard language approved by the Board of Commissioners of Broward County, Florida ("Board").

C. Method of Reimbursement

For most agreements, CPD reimburses a Provider for a measurable portion, or "unit," of the services the Provider agrees to deliver. HSD has standardized unit definitions for each service. The County issues reimbursement based on Provider invoices reflecting services rendered in accordance with the signed Agreement, established governmental guidelines, and submission of complete and accurate data. Additionally, unless specified in the Provider Agreement or Work Authorization, Providers shall not bill the County for services that are eligible for Medicaid or other reimbursement. Providers must maintain all supporting documentation related to invoices.

The invoice templates, Required Services Documentation (formerly E-2 form), the instructions, and the submission schedule are in Section A of the Appendix. To receive payment within a reasonable timeframe, the Provider must comply with the submission schedule.

As specified in the Unit of Service agreement form, CPD will apply a 3% reduction to payments for services rendered in the 3rd month of any quarter in which outcomes attainment for one or more of the indicators were not met by more than 5%. The reduction will be computed on the net payment amount for the month, after calculation of the required match, but before any disallowed units or repayments from any other months are applied.

To ensure compliance with Article 4 of the Agreement and reasonable timeframe for payments, the Provider must submit invoices timely based on the schedule outlined in the due date chart in Appendix I.

If an agreement includes the provision of residential placements, the County pays for the day of admission, each day in residence, but not the day of discharge. The County is under no obligation to pay for days the Client is not in residence, unless specifically indicated in the Work Authorization.

D. Required Match Policy of the HSD

HSD seeks to maximize the dollars available for services to Clients and therefore requires a 10% unit of service match of contracted services, unless otherwise noticed in other sections of this Handbook or in the Agreement. The County reimburses for only 9 out of 10 units actually delivered, invoiced, and documented at the unit price specified in the Agreement.

E. Client Eligibility for Services

Eligibility for programs and services funded by CPD is generally limited to Clients and their families residing in Broward County who are not eligible for Medicaid and lack Third Party Insurance Coverage. Household income must not exceed 400% of the current Federal Poverty Level unless there are extenuating circumstances. In some cases, program services offered may assist in gap coverage. Income and insurance eligibility limitations, if they apply, are indicated in the Agreement.

F. Cultural Competence

Broward County has a growing population with diverse ethnic and racial backgrounds. To ensure that Providers are able to serve those in need, the County emphasizes Providers' abilities to understand, communicate with, and effectively interact with people across cultures. Providers must have guiding principles and standards that address culturally competent service provision, culturally-appropriate individual care planning, and staff development. To ensure equal access to quality services, the Provider must:

1. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with Clients and each other in a culturally diverse work environment.
2. Develop and implement a strategy to recruit, retain, and promote qualified, diverse, and culturally proficient administrative, clinical, and support staff who are trained and qualified to address the needs of the racial and ethnic communities being served.
3. Arrange for ongoing education and training for its administrative, clinical, and support staff in culturally and linguistically proficient service delivery and require its staff to attend.

G. Insurance

The Provider must maintain at its sole cost and expense on a primary basis, in continuous force and effect, throughout the term of the Agreement, the minimum insurance designated in this Handbook and Exhibit A of the Agreement. Where any discrepancy exists between the insurance requirements in the Handbook and Exhibit A, the requirements in Exhibit A takes precedence.

Coverage shall be provided by US Treasury approved insurers authorized to do business in Florida with an AM Best financial rating of at least A-. Coverage shall be on the most current

form of the relevant policy as issued by the Insurance Services Office. Broward County shall be named as an additional insured on any general liability, automobile liability, and excess policy coverage, and Provider shall require its subcontractors to include Broward County as an additional insured on its general liability, automobile liability and any excess policy/ies.

Required coverage for all providers:

1. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence combined single limit for bodily injury and property damage and \$1,000,000 annual aggregate. The policy must be without restrictive endorsements excluding or limiting coverage for:
 - a. Premises and/or operations.
 - b. Independent contractors.
 - c. Products and/or Completed Operations for contracts.
 - d. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - e. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
2. Business Automobile Liability Insurance, if driving will be required in the performance of duties under the Agreement, with minimum limits of \$500,000 per occurrence, combined single limit for bodily injury and property damage. The policy must be without restrictive endorsements excluding or limiting coverage for:
 - a. Owned Vehicles,
 - b. Hired,
 - c. Non-Owned Vehicles, including Employers' Non-Ownership
 - d. Any Auto,
 - e. Scheduled Autos (Scheduled autos must be listed on the Certificate of Insurance)
3. Workers' Compensation Insurance applies for all employees in accordance with state statutes and all federal laws. Operations in Florida, shall comply with Florida Statutes, Chapter 440 as amended from time to time, Florida laws and all federal laws. Policy shall include Employers' Liability with minimum limits of \$500,000 for each accident. Elective exemptions or coverage through an employee leasing arrangement will not satisfy this requirement.
4. Professional Liability Insurance is required for any medical treatment, diagnosis, assessment, medical services, including psychological assessment, treatment, counseling, therapy, prescription of drugs, contact with juveniles, elderly, persons with special needs, or other vulnerable populations with minimum limits of \$1,000,000 per occurrence. Coverage must remain in force for one (1) year after the administration of such services.

The Provider must submit proof of insurance coverage in the form of Certificates of Insurance and endorsements, Declarations pages, or policies to the County Human Services Repository prior to execution of the Agreement and prior to expiration of existing policies thereafter. Failure to provide proof of insurance is grounds for suspension of payment for any outstanding invoice and/or termination of the Agreement. The required documents can be submitted to the County Human Services Repository by email attachment to: heudell@broward.org, or in hard copy to: The Human Services Repository, 115 South Andrews Avenue, Suite 318, Fort Lauderdale, FL 33301.

Governmental Entities:

If the Provider is a municipal corporation, state agency, public body politic, or political subdivision of the State of Florida, as defined by Section 768.28, Florida Statutes, written verification of liability protection in accordance with the Statute must be submitted prior to final execution of an agreement. Provider shall require its subcontractors to include Broward County as an additional insured on its general liability, automobile liability and any excess policy/ies.

Right to Revise:

The County reserves the right to review and revise any insurance requirements at any time.

Waiver:

The County may waive any or all required insurance; any waived coverage is indicated in Exhibit A of the Agreement. Waiver does not mean that the Provider does not need to have insurance, only that proof of insurance is not required.

H. Definitions

Definitions of general terms referenced in this Handbook are in Appendix A. Definitions pertaining to CSA, HCS, or HIP are under their respective Chapters within this Handbook.

I. Taxonomy of Human Services

The County uses standard service definitions to improve Client service delivery, prevent duplication of services, and facilitate evaluation. The Alliance of Information and Referral Systems (AIRS) Taxonomy provides definitions widely used in the United States. The working definitions for these taxonomy codes as used by CPD are as published in this Handbook in the Taxonomy Definition Credentials database and supersede any other definition.

J. Human Services Software System

Providers must participate in the designated Human Services Software System (HSSS). For CPD Providers the designated HSSS is the Client Services Management System (CSMS), unless otherwise indicated within the Section chapter of this Handbook.

1. Providers will access, enter, and share HSSS data electronically and meet the following requirements:
 - a. *Information to be Shared* – Information relating to Client services and administrative data that pertains to the Provider’s responsibility for funded service delivery will be shared with the County. Service related information is entered into HSSS for any service provided to a Client for which the Provider seeks payment under an agreement.
 - b. *Securing Shared Information* – Client information will be shared with the County through HSSS The system security features maintain the integrity and privacy of all data as required by the Health Insurance Portability and Accountability Act, and all applicable regulations. Providers must employ the

HSSS security features in accordance with the Security Policies in the CSMS Training Guide located in the Handbook Appendix.

- c. **Confidentiality** – Providers must notify each Client in writing that his/her information may be shared with participating agencies, as necessary, for coordination of care. The Provider must obtain the appropriate signed consent form(s) from the Client prior to entering information pertaining to the Client into HSSS and must maintain the forms in the Client's physical file for monitoring purposes. Consent forms, must describe how the information will be shared, how the information will be used, and how the information will be protected.
 - d. The Provider is required to protect the privacy rights of all Clients with respect to records created, maintained, and available in HSSS. Violation of this requirement is considered grounds for immediate termination of the Provider's access to HSSS and may result in the County reporting such violations to the appropriate federal and state agencies. Such violation is also cause for termination of the Provider's agreement at the sole discretion of the County's Human Services Director.
 - e. The Provider must provide to its workforce members including but not limited to employees, contractors, students, interns and volunteers who are paid or unpaid, and retain on file, written procedures concerning HSSS, to include potential consequences consistent with federal and state regulations. These regulations strictly prohibit access by anyone other than those authorized in writing by the County as Registered Users of the HSSS.
2. The County will:
- a. Provide, maintain, and administer HSSS either directly or through a contracted third party vendor.
 - b. Provide the necessary software and technical support to implement HSSS access at the Provider's location(s).
 - c. Provide training to workforce members identified and designated by the Provider to become Registered Users of HSSS.

K. Outcomes

Performance or outcome measurement is the regular collection of specific information by the funded Provider regarding the effectiveness of County services. It includes measurement of how well the services are impacting individual Clients and addresses the effect those services are having on the community in general. Together with strategic planning, benchmarking and continuous improvement, performance measurement forms the nucleus for managing results. The County uses this information when determining funding priorities and awarding of dollars.

Providers are required to submit Outcome Reports as part of the monthly invoice packet on a quarterly basis (January 15, April 15, July 15, October 15) unless otherwise specified in the Section chapter of this Handbook. Each complete report consists of a Demographic Report form, an Outcome Report form clearly showing Client progress through Outcome indicators, and a narrative report. The narrative should detail how the Provider measured results, explain any unmet Outcomes, and provide any other information pertinent to the delivery of services by the Provider. Report packets due on July 15th must also include a copy and an aggregated report of the Provider's customer satisfaction survey to be considered complete.

CPD will return packets containing reports with errors (calculation, incorrect dates, missing signatures, missing a narrative or clear explanations as to methodology in outcome calculation and/or lack of outcome attainment) in their entirety to the Provider. Resubmitted packets must have an updated signature and date on the attached invoice. Programs with Outcome results that fail to come within 5% of the target goal will be assessed a 3% financial reduction on the accompanying invoice.

Refer to Chapter I, General Information Section C for further details. Refer to Appendix I for copies of the report forms and further instructions. The County provides formal training on completion of Invoices and Quarterly Outcome Reports at the beginning of each contract year, and Provider attendance is mandatory.

L. Records Management

The Provider must have a procedure in place to ensure consistent retention, control, and maintenance of all appropriate records regarding the funding.

1. Providers must adhere to the following records management requirements:
 - a. Active and inactive Client files and medical records must be stored and maintained in a controlled and secure area.
 - b. Client records are not removed from the Provider's premises, unless otherwise required by law or otherwise authorized by the Provider's written policies and procedures. Such policies and procedures are subject to advance written approval by the Contract Manager.
 - c. Access to Client records is limited to authorized personnel of the Provider and authorized personnel of the County as such personnel is approved in advance in writing by the Contract Manager.
 - d. Client records are not left unattended in areas accessible to unauthorized individuals.
 - e. Access to electronic data is controlled in terms of user authorization to use the system and limitations on what the user is authorized to view or change.
 - f. Written consent or authorization, signed by the Client, is obtained for release of Client records and/or information unless otherwise required by law.
 - g. Requests by Clients to view their personal files and medical records are honored in a timely manner and reviewed only in the presence of an authorized Provider staff person.
 - h. Provider will conduct an orientation to new staff persons, employees, and volunteers. Each of the Providers employees and volunteers must sign an acknowledgement of confidentiality policies and procedures acknowledging his/her awareness and understanding of confidentiality laws, regulations, and policies.
 - i. Access to confidential modem numbers, passwords, and electronic files and medical records related to the designated HSSS is limited.
 - j. Procedures, as applicable, that address Client file and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing are implemented.
 - k. Client files are safeguarded in the event of an emergency.

2. **Client Information:** Must be maintained in a Client file, where appropriate, for each Client served through the Agreement. Unless waived in advance in writing by the Contract Manager, the file must contain:
 - a. A fact or intake form to include: case file number; Client name/Client identifier; date of birth; race/ethnicity; eligibility; income, and verification where needed for eligibility or fees; emergency contact information; date of program entry; and other sources available to meet the Client's needs.
 - b. A record of services arranged, provided, or delivered, directly or via subcontract, with certification by appropriate Provider staff.
 - c. An individualized assessment/treatment plan with Client strengths and weaknesses and services required. For clinical programs, an original treatment consent signed by the Client prior to treatment is required.
 - d. The treatment schedule and service delivery records.
 - e. An individual case management plan with evidence of Client participation in its development, individual goals and objectives with time frames for achievement, and degree of attainment or accomplishment.
 - f. Original case and/or progress notes, signed and dated; for time-based units of service, beginning and ending times.
 - g. Residential occupancy, shelter, and telephone logs.
 - h. Consumer satisfaction surveys.
 - i. Referrals and timely follow-up: signed releases for referrals or information requests, or notation that such releases will be obtained as needed based on the Provider's policy; referral follow-up/results.
 - j. Date of and reason for discharge, with a formal discharge plan and discharge follow-up, as appropriate.
 - k. Other: All file entries must be dated, legible, and substantive; the file and file entries must be current, consistent, timely, and in chronological presentation, with no loose pages; file entries must contain the signature, title, and credentials of the file entry writer; case identifiers must be used consistently throughout the file; and if details of sensitive services are segregated within the file, they must be clearly dated and initialed so that verification of service delivery may be obtained from this source if no other file source provides sufficient verification.
3. **Required Internal Documentation** includes personnel files, including hiring records, job descriptions, policies, and evaluation procedures; authorized time sheets, records, and attendance sheets; daily activity logs and monthly calendars.
4. **Referral and Tracking System Requirements:** The Provider must maintain a formal referral tracking system, as applicable, identifying all Clients referred to and from the funded program(s). The system must identify the basis for any referral made, the unavailability of any services, and the services delivered to the Client(s). If a Client was referred to another agency, the file must include the action taken by that agency pursuant to the referral.

M. Reports

The Provider must submit all reports required (to include but not limited to Quarterly Reports) in its agreement within the designated time frames. In the event services similar or identical to those in the Agreement are purchased and/or subsidized in whole or in part by another funding source, and upon request by the County, the Provider must submit a written

report containing the same level of information concerning these services as is required on invoices and supporting documentation. The Provider must submit any monitoring reports and/or accreditation reports from other agencies or funding sources for services similar to those being purchased under the Agreement within 30 calendar days of receipt.

1. Incident Reports: The Provider must immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the state-wide toll-free telephone number (1-800-96ABUSE). In accordance with Chapters 39 and 415, Florida Statutes, the foregoing provision is binding upon both the Provider and its employees.

a. The Provider must notify the Contract Manager within 24 hours of any incident or circumstance which may affect or jeopardize Broward County's interests, including but not limited to:

1. Reports to the Florida Abuse Hotline as required above.
2. Death, injury, abuse, arrest, exploitation, contagious illness, or endangerment of Clients;
3. Illegal activity(ies) involving Clients or the Provider's staff;
4. Property damage affecting housing quality or safety or affecting equipment purchased with County funds;
5. Notification of any lawsuit(s) initiated against the Provider;
6. Written reports must contain, as applicable, identification of all parties involved in the incident in such a manner that confidentiality is maintained as required by law; a description of the incident, including all pertinent details such as dates, injuries, and damages; the date the incident became known to the Provider; the date the incident was reported to the Florida Abuse Hotline; the date, agency, and report number of any report made to a law enforcement agency; the specific complaint in a lawsuit; the current status; and any other pertinent information. The reports must include contact names and contact information for the Provider's personnel and/or representatives who will be able to discuss the incident with appropriate County staff. Do not include Client names or other client identifying information on the Incident Report form. Use the Unique Client Identifier designated by HSSS.
7. The Contract Manager will follow-up to secure more detailed information, as needed.
8. If, due to emergency conditions, notification is not possible within 24 hours, the Provider must submit notification as soon as possible thereafter, but in no case later than the next business day. Initial notification may be verbal, followed within 48 hours of the incident by a written report containing details of the incident or circumstance.

Utilization Report

Upon notification by the Contract Manager, Providers may be required to submit a monthly utilization status report for each agreement that is under- or over-utilizing current funding. Utilization reports include the Provider's actual monthly invoice amount and monthly projections for the fiscal year, which add up to an estimated annual utilization for the Agreement. The Provider must submit a narrative explaining the utilization pattern and actions it has taken to address the situation. Refer to the Forms section Appendix I, Utilization Report.

N. Forms

All Forms are located in Appendix I.

O. Program Monitoring and Evaluation

CPD conducts monitoring of contracted Providers to determine compliance with the requirements of the Agreement, the Work Authorization, and the Handbook at least once annually. When the Provider has agreements with more than one CPD section, the sections may conduct joint monitoring. CPD may also jointly monitor with the Children's Services Council, the Department of Children and Families, the Florida Department of Health in Broward County, or other organizations from which the Provider receives funding. The County considers monitoring findings in renewal and future funding decisions.

1. Access Requirements:

- a. Providers must allow County personnel reasonable access during all announced and unannounced visits at its service and administrative sites for examination of agreement-related records and data, observation of service delivery, and interaction between Clients and Provider staff. CPD will maintain confidentiality of Client services and records in full accordance with any federal or state laws mandating such confidentiality.
- b. Providers must make all records and Client files developed relevant to the Agreement/Work Authorization accessible to County staff for inspection, review, copying, and/or audit at all times during the Agreement term and beyond. If any of the documentation is not readily available, CPD will suspend payments until it is available and provided.
- c. The Provider will permit CPD personnel to use digital photography to record the condition of its facilities unless prohibited by law or waived in writing by the Contract Manager. CPD staff will make a good faith effort to prevent photography of any Client, unless needed to record the Client's condition.

2. Scope of Review:

- a. CPD monitors the evaluation elements listed in Appendix E, Administrative & Programmatic Review Elements, and may review other areas as needed. CPD encourages contracted Providers to consider all of the evaluation items while developing, implementing, and practicing their programs, and to seek clarification as needed.

P. Other

1. Required Provider participation:

- a. Providers must attend designated County meetings and assign appropriate staff as necessary. Meetings may be to assess service quality, delivery systems, and coordination, consumer satisfaction, records maintenance, and funding maximization. The Provider will also attend training as requested by the County.
- b. Homeless Point in Time Enumeration/Count: If the Provider serves homeless families or individuals, the Provider agrees to participate, as requested by the Contract Manager, in the annual count of the homeless population conducted by Broward County or its designated agent.

c. **Organizational Profile:** The Organizational Profile for the Provider is necessary in order to ensure coordinated health, education, and human services planning in Broward County. It is used for collecting data for a county-wide resource inventory. The Provider should contact 2-1-1 (info@211-broward.org) for information regarding how to submit or update its Agency Profile. Agency Profiles must be submitted or updated annually. Agency changes during the year may necessitate updates as they occur.

2. **License Requirements for Providers of Substance Abuse Services**

Providers of substance abuse services must have and maintain in good standing a State of Florida, Department of Children and Families (DCF) license for the appropriate level of substance abuse treatment services for which the County is contracting. Information about the DCF licensure regulation may be viewed at: [DCF Licensure Regulation](#)

3. **Background Screening Requirements**

Providers serving children, developmentally disabled and vulnerable adults must conduct a security background screening of all staff and all volunteers consistent with the screening criteria outlined in section 435, Florida Statutes. Security background investigations must include, but not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal checks through local law enforcement agencies. All fingerprints must be submitted electronically to the Department of Law Enforcement using a DCF approved Live Scan service provider. More information on state requirements may be found on the DCF website: [DCF Background Screening](#)

Additional information on state requirements may be found at websites below:
[Florida Statutes Ch. 435](#)

4. **Request for Proposals (RFP) Appeals**

Information regarding the appeals process may be found at: [Administrative Code 23.10](#)

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Chapter II: Children's Services Administration Section

A. Children's Services Administration Section

The Children's Services Administration (CSA) Section administers funds dedicated to children's services by the County, based on recommendations from the Children's Services Advisory Board (CSB). CSA's primary task is to develop and implement a system of care for children that concentrates on the following areas: Behavioral Health, Special Needs, Independent Living, Child Care, Deep-end/Acting-out Youth, and System of Care. The information in this section of the Handbook will address requirements in relation to Behavioral Health and Special Needs.

B. Systems of Care

The major funders of children's service in Broward County are working in collaboration to develop comprehensive, unduplicated services within a system of care for children and their families. The funds provide an array of services that are designed to address specific Program Categories.

1. Behavioral Health

This program category includes a variety of services and interventions encompassing assessment, counseling and advocacy services necessary to assist children and youth experiencing mental health and/or substance abuse problems. The guiding principles below have been developed specifically for the County to coordinate a System of Care for youth and families. The values and principles originated from the Substance Abuse & Mental Health Services Administration's (SAMHSA) national system and comprise the following:

- a. Family-Driven and Youth Guided: Youth and their families/caregivers serve as equal partners in service planning, implementing and evaluating their plans, services and progress.
- b. Individualized: Service planning is tailored to the unique needs, preferences, hopes and dreams of the youth and family as specified on the treatment or service plan. Services will be guided by the individualized plan, which is comprehensive and responds to the evolving needs of the youth and family.
- c. Strength Based: Plans and services recognize, incorporate and build on each youth's and family's strengths rather than their deficits identified during the assessment that help facilitate the youth and family's attainment of goals.
- d. Collaboration and Integration: The focus and management of services occurs within a multi-agency environment, using a team-based approach, in order to respond to the complex needs of youth and families. Services are coordinated with multiple systems and providers, both formal and informal, and ensure an appropriate and clear transition between levels of care and between the youth and adult behavioral health system of care.
- e. Community Based: A continuum of care is identified, developed and provided in the local area where the children and family reside. Services are delivered in the least restrictive, most natural environment that is clinically appropriate.

- f. **Persistent Commitment:** All children and adolescents are eligible to receive services appropriate to the level of severity of their behavior or disabilities. Providers ensure children, youth and families receive appropriate services and supports. Providers will ensure that appropriate referrals to community partners are made to meet all the families' and youths' needs.
- g. **Culturally Competent:** The services offered, the agencies participating, and the programs generated should be responsive to the cultural context and characteristics of the youth and family. Services should be culturally, linguistically and developmentally appropriate.
- h. **Outcome Driven:** Goals and strategies of each youth's service plan are tied to measurable indicators of success, which are frequently evaluated. Outcomes for youth and their families are used to drive decisions to further improve outcomes for youth and families in Broward County.

2. Special Needs

Children with Special Needs are those who have mental and/or physical impairments such as developmental disabilities or who are at high risk for such disabilities, and who may have special medical conditions, and also require services in an amount beyond that required by children generally. This definition excludes children with primary presenting problems of social or emotional issues, who are served through the Behavioral Health system of care. The guiding principles of a comprehensive system of care for children in this target population are:

- a. Children must be screened early and continuously for special needs.
- b. Families must receive guidance and support to identify, access, and utilize public/private programs serving children with special needs.
- c. Children with special needs must have accessible, comprehensive, coordinated and ongoing medical care.
- d. Families must receive information, training and support to assist them in meeting their needs and maximizing the potential of their children with special needs.
- e. Children with special needs must receive adequate and appropriate services to transition among service systems (from pediatric to adult health care system; from early childhood through post-secondary education) and to support self-determination.
- f. Children with special needs do best if families are partners in decision-making at all levels and are satisfied with the services they receive.
- g. Children with special needs do best if services are family-centered and delivered in an environment of cultural competence.
- h. Children with special needs do best if services are organized in ways that families can identify and use them early and easily.

C. Client Eligibility for Services

Providers must maintain documentation of client eligibility for services in the client file (e.g., age, income, co-pay, program/service such as Mental Health, Substance Abuse, Special Needs, etc.).

Primary Clients in Behavioral Health Counseling Agreements

For Behavioral Health agreements, the primary Client in each case must be the child regardless of whether the services are provided through individual, family or group counseling.

For additional information, refer to Chapter I, General Information Section E.

D. Cultural Competence

Refer to Chapter I, General Information Section F.

E. Definitions

Refer to CSA Definitions in Appendix A.

F. Billing/Invoicing/Match Requirement/Co-Pay

1. Providers will determine eligibility for services in compliance with requirements established by Broward County and maintain supporting documentation of such eligibility in the Client file, including household income. Household income for determining financial eligibility for services and co-pay (described under Billing/Invoicing/Match Requirement) will be defined as the total income from all sources for all persons living in the home, relative and non-relative, and will also include child support payments from non-custodial parents. Providers are required to assess household income and implement co-pay in accordance with eligibility relative to Federal Poverty Level (FPL).
2. Acceptable documentation of income may include: free/reduced lunch eligibility from Broward County Schools, w-2 forms, two most recent pay stubs, prior year's income tax return, or proof of public assistance, disability benefits or other income. Copies of said documentation must be maintained in the Client file. All funds collected by Providers from Clients must be utilized to fund scholarships for other Clients that may fit income criteria and are unable to pay due to extenuating circumstances.
3. Client eligibility for services must be re-certified at least once during each agreement year that the Client receives services or as Clients' needs change due to changes in income or financial circumstances.
4. The current Co-pay Schedule is included in the CSA Forms section Appendix I. Changes to this schedule must be published as updates to the Handbook. Additional information regarding the 2015 Department of Health and Human Services (HHS) Poverty Guidelines may be found at the Health and Human Services (HHS) Poverty Guidelines website.
5. **Waivers/Scholarships**
Waiver of co-pay can be granted through scholarships under special circumstances (examples are indicated below). All funds collected from co-pays must be utilized to fund the scholarships for families who may fit income criteria and are unable to pay due to extenuating circumstance once eligibility is documented.
 - a. Children are receiving free/reduced lunch
 - b. Family has multiple children with Special Needs
 - c. Family member in the home is terminally ill
 - d. Military deployment: A parent is currently deployed by armed forces/reserves

G. Reports

Refer to Chapter I, General Information Section M and Forms section Appendix I.

H. Forms

Co-pay Information Form

Providers must submit a Co-pay Information Form for each agreement each Quarter at the time the Invoice and Quarterly Report are submitted. The Co-pay Information Form will specify the number of clients at the beginning of each quarter that owe the Provider a co-pay for services and the total amount of co-pays collected each quarter. Total co-pays owed and collected are aggregated at the end of Quarter 4. The Co-pay Information Form also includes quarterly reporting on the amount of scholarships that are approved for families and the number of families who received scholarships.

Refer to the CSA Forms section Appendix I.

I. Other

Evidence Based Practices

Broward County is dedicated to providing behavioral health services that are based on the best evidence available to improve both outcomes and the quality of life for Clients and their families. All agreements in the Behavioral Health Mental Health Counseling, Substance Abuse Counseling, and Dual Diagnosis/Co-occurring Disorders Counseling Service Categories are required to implement Evidence Based Practices (EBP).

To improve the quality of services to children, funds are allocated to scientific, evidence-based services that have proven efficacy and effectiveness about treatment practices and their impact on children and their families. This scientific research-based method of evaluating treatment practices has the goal of moving away from clinical, opinion-based decisions. Such practices document efforts to assure fidelity and measure the impact of the practice on the child and family. Any costs regarding training to implement and maintain the fidelity of the EBP will be the responsibility of the Provider.

More information regarding the EBPs may be obtained by accessing the following websites: National Registry of Evidence-based Programs and Practices (NREPP) and Alcohol and Drug Abuse Institute Library.

The approved EBPs were selected because of their listing in SAMHSA's National Registry of Evidence-based Programs and Practices; their frequency of use in existing agreements, indicating many staff is already trained; and the outcome attainment for the children and families being served. Variations to Evidence Based Practices may be considered and approved contingent upon submission of professional research literature to support request. Providers must adhere to the approved EBP in accordance with the Work Authorization, including the range for the number of sessions/hours as specified.

The EBPs approved for use in the Behavioral Health Mental Health Counseling, Substance Abuse Counseling Service Categories are listed below. Refer to CSA Definitions in Appendix A.

- Adolescent Community Reinforcement Approach (A-CRA)
- Brief Strategic Family Therapy (BSFT)
- Cognitive Behavioral Therapy (CBT)
- Multi-Systemic Therapy (MST)
- Solution Focused Brief Therapy (SFBT)

1. Approaches that may be added for Client Engagement

In conjunction with one of the five Evidence-Based Practices listed above, Providers are allowed to address the needs of resistant clients through one of these motivational approaches, if the Provider has been approved to do so. The following approaches are also recognized by SAMHSA's National Registry of Evidence-based Programs and Practices:

- Motivational Interviewing (MI)
- Motivational Enhancement Therapy (MET)

Refer to CSA Definitions in Appendix A.

For License Requirements for Providers of Substance Abuse Services refer to Chapter I, General Information Section P.

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Chapter III: Health Care Services Section

A. Health Care Services Section

The Health Care Services Section administers funds dedicated to providing the highest quality, consumer-friendly and cost-effective services to individuals with health care, behavior health, mental health and special health care needs in Broward County. The Health Care Services Section is responsible for the professional oversight, as well as fiscal and contract administration, pertaining to the delivery of health care services, and related support services. Included in these services is the administration of the Edward Byrne Memorial Justice Assistance Grant (JAG).

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA) provides funding to assist with efforts to prevent or reduce crime and violence under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The BJA is also responsible for identifying strategies and purposes for funding, known as the Eligible Federally Authorized Purpose Areas.

B. General Philosophy of Services

The general philosophy for services funded under the Health Care Services Section are twofold. First, ensure that services provided to eligible Broward County residents in need of health-related services are both targeted and specialized. The goal of these services is to develop skills through the delivery of health-related care that maintain consumers of such services in the least restrictive environment as possible. This vision is achieved through values that demonstrate an understanding of disparities in healthcare outcomes within traditionally underserved and low-income segments of our community who are often disenfranchised from medical care and social services. In doing so, funded Health Care Services agencies integrate use of National Standards on Culturally and Linguistically Appropriate Services (CLAS) in programs. Second, funded agencies providing health services will share our philosophy, which is that the expected outcome from services received by consumers will produce self-sufficiency.

C. Continuum of Care

The County's health delivery system is anchored by an established public primary health care system comprised of two tax-assisted hospital districts offering inpatient and emergency care, and outpatient primary medical care services. More than 300,000 County-funded primary care encounters are delivered annually. Healthcare services in Broward County are complimented by a local health department that is supported in part by funds provided by the County under Florida Statute (Chapter 154) in addition to two Federally Qualified Health Centers. The Veterans Services Administration also operates two outpatient clinics located in central and west Broward County.

County funding is intended to augment health and support services provided in the County's health delivery system. Health program funding is not intended to supplement existing program funding, but provide residents with access to health related services that are traditionally not provided within the continuum of care and bridge access to such services while clients are on a waitlist, or expand access where service caps or restrictions prevent clients from achieving self-sufficiency while maintaining their ability to reside in the least restrictive environment as possible. The delivery of funded services will be provided to clients in a coordinated manner across federal, state and local programs and will demonstrate how the Provider will continuously monitor applicable wait-lists to ensure that the County is the payer of last resort.

The County's healthcare continuum also includes several targeted health related programs and services. These include:

1. **Special Health Services (SHS)** – These services include targeted health services delivered by not-for-profit organizations to adults with special health care needs that assist clients to remain in the least restrictive environment possible and achieve self-sufficiency. The goal of these programs is to provide clients with access to health related services while on wait-list or expansion of approved services due to existing program caps or restrictions that assist clients in achieving self-sufficiency and are being maintained in least restrictive environments.
2. **Special Health Initiatives:**
 - a. **HIV Health and Support Services** - HIV core medical and support services are provided through community partnerships to promote rapid engagement of persons with HIV to early medical care and interventions that assist clients with adherence to medical care and retention in care.
 - b. **Infant Mortality** - Provides support to community coalitions and other partners to promote early access to prenatal care, education, advocacy and public awareness for Broward County residents in the 33311 Zip Code to lower infant mortality rates.
3. **Mental Health** - Provides funding for adult mental health services including mobile crisis, inpatient psychiatric services, mentoring and consumer support services. The County contributes to Local Community Mental Health Match funding to assist approved community mental health providers receiving Florida Department of Children and Families funding for adult mental health services in meeting a portion of their local match obligation.
 - a. **Specialized mental health initiatives target:**
 1. **Domestic Violence** - Provides targeted counseling services to persons regardless of race, age, sexual orientation, religion or gender identity who have experienced a pattern of abusive behavior in any relationship that is used by one partner to gain or maintain power and control over another intimate partner.
 2. **Homeless Behavioral Health "Wrap-around" Services** – Targeted supportive services to assist homeless persons with linkage to Permanent Supportive Housing Vouchers.
4. **Health Facilities Authority – Capital Purchases**

The Broward County Health Facilities Authority (HFA) was created by Broward County Ordinance No. 77-35 pursuant to Chapter 154, Public Health Facilities, Florida Statutes. Its purpose is to assist health facilities in the acquisition, construction, financing and

refinancing of projects (Capital) in any incorporated or unincorporated area of Broward County. This grant funding is restricted to not-for-profit health service agencies for “one-time” capital purchases related to emergency preparation.

D. Client Eligibility for Services

Refer to Chapter I, General Information Section E.

E. Cultural Competence

The National CLAS (Culturally and Linguistically Appropriate Services) Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by establishing universal standards for individuals as well as health and health care organizations to implement culturally and linguistically appropriate services. Funded Health Care Services Providers will embrace the National Standards for Culturally and Linguistically Appropriate Services in Health Care which outlines the core principles to best serve diverse communities. The adoption of these values will be demonstrated through policy and practices utilized by each Provider.

Teaching tools and other information for compliance with CLAS can be found at:
National CLAS

F. Definitions

Refer to HCS Definitions in Appendix A.

G. Billing/Invoicing/Match Requirement/Co-Pay

Homeless Behavior “Wrap-around” Services require a twenty-five percent (25%) Match. The Match is restricted to services not covered by general housing programs such as outreach, approved housing incidentals as assistance with utility bills and other approved items that would assist program recipients in maintaining stable and permanent housing.

H. Reports

The Outcome Reports for the County’s two (2) Tax-assisted Hospital Districts will be due on the following dates February 15th, May 15th, August 15th, and November 15th. For additional reports refer to Chapter I, General Information Section M and Forms section Appendix I.

I. Forms

Refer to Forms section Appendix I.

J. Other

Refer to Chapter I, General Information Section P.

Chapter IV: Ryan White Part A

A. Ryan White Part A Program

The Ryan White HIV/AIDS Treatment Extension Act of 2009 is administered by the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB). The purpose of the ACT is to assist areas that have been severely affected by the HIV epidemic to develop, enhance access to, and provide a comprehensive for low income individuals and families with HIV disease qualification guidelines under the Ryan White HIV/AIDS Treatment Extension Act of 2009 ("Ryan White Act"). Although the Ryan White Act has currently expired, the US Congress annually appropriates funding for the program.

Broward County has received funding under Title XXVI of the Public Health Service Act as amended by the Ryan White Act. Broward County's Human Services Department (BCHSD) Healthcare Services Section has been delegated as the Part A administrative entity (Grantee) responsible for fiscal and programmatic oversight of the Part A Program. Each year, Broward County is awarded funding through three primary funding sources comprising of Formula, Supplement and Minority AIDS Initiative Grants (MAI):

1. Formula Grants are based on reported living HIV/AIDS cases as of December 31 in the most recent calendar year for which data is available.
2. Supplemental Grants are awarded competitively on the basis of demonstrated need and other performance criteria.
3. MAI funding is intended to reduce disparities and improve health outcomes for eligible HIV+ persons from racial/ethnic minorities.

B. General Philosophy of Service

The National HIV/AIDS Strategy (NHAS) provides a basic framework for reducing HIV transmission in the United States. The philosophy of the County's Ryan White Part A program is built on achieving the Strategy through: 1) Reducing the number of people who become infected with HIV, 2) Increasing access to care and optimizing health outcomes for People Living with HIV (PLWH), and 3) Reducing HIV-related health disparities and health inequities, and 4) Achieving a more coordinated response to the HIV epidemic.

Providers are required to commit to a coordinated continuum of care promoting high standards of service and care, staff training, and the development of service linkages and referral mechanisms. Providers must maintain an overall philosophy that HIV infection is a chronic illness. With proper management, the Client's quality of life can be improved (in many cases) and maintained over an extended period.

C. Continuum of Care (Continuum)

People Living with HIV/AIDS (PLWHA) enter the HIV care continuum through the HRSA-defined points of entry. Part A-funded Providers are required to formally coordinate with agencies providing HIV counseling and testing services, early intervention services (EIS),

and other HRSA-recognized points of entry into HIV care. Embedded within the points of entry is the County's Centralized Intake and Eligibility Determination program (CIED). CIED is the standalone intake service program responsible for eligibility determination in the Ryan White Part A program. This program is provided at several out-posted locations throughout the county for convenient entry into the Ryan White Part A program.

The Ryan White Part A program requires program specific linkage agreements and Memorandum of Understanding (MOU) defining referral and follow-up roles with language requiring documented referrals, allowing Clients to easily access needed services.

The 2006 legislation addressed the implementation of a strategy for the *Early Identification of Individuals with HIV/AIDS (EIIHA)* that required a new focus on reducing unmet need – finding people who know they are HIV+ and helping them enter and remain in HIV-related medical care. To support this effort, all Providers must demonstrate how funded Part A services are integrated into EIIHA components in their service delivery:

- Identification of Individuals Unaware of Their HIV Status
- Inform individuals of their HIV status
- Referral to care/services
- Linkage to care

The Broward County's Ryan White Part A Program established the Clinical Quality Management (CQM) Program in accordance with the Public Health Service's Guidelines (PHS), Adult and Adolescent ARV Guidelines, to monitor; evaluate; and systematically and continuously improve the quality and appropriateness of HIV care; and services provided to Clients. The CQM program is committed to improving the quality of services provided to HIV+ Broward residents by ensuring that an action-oriented CQM infrastructure is carefully aligned with HAB and the programs' goals for Quality Improvement (QI).

Providers are required to participate in system-wide quality management initiatives through Quality Improvement (QI) Networks. The QI networks are organized into service-specific categories, which include outpatient medical services, pharmaceutical services, medical case management services, and support services. These QI networks assess, recommend and revise standards of care, performance indicators, and service delivery protocols for each respective service category; as well as discuss progress and barriers around implementation and coordination within the respective services within the EMA. They also perform system-wide activities such as the implementation of QI Projects (QIPs) to improve quality or related processes, address emerging barriers impeding access to and retention in services, and review and update service delivery models (SDMs), ensuring services are provided in accordance with PHS treatment guidelines, HAB measures, and locally adopted standards of care.

Direct Services	Support Services
<u>Outpatient/Ambulatory Medical Care</u>	<u>Food Bank/Vouchers</u>
<u>AIDS Pharmaceutical Assistance</u>	<u>Centralized Intake and Eligibility Determination (CIED)</u>
<u>Oral Health Care</u>	<u>Case Management</u>
<u>Mental Health Services</u>	<u>Legal Services</u>
<u>Substance Abuse Services (Outpatient)</u>	
<u>Health Insurance Continuation Program (HICP)</u>	
<u>Disease Case Management</u>	
<u>MAI-Medical Case Management</u>	

1. Direct Services

a. Core Medical Services are a set of essential direct health services.

i. Outpatient/Ambulatory Medical Care

Medical Care is a critical component in the maintenance and management of HIV infection. Through coordination of the medical care with other core medical and support services, Client's quality of life can be improved and maintained over an extended period of time.

Outpatient/Ambulatory Medical care consist of professional diagnostic and therapeutic services rendered by a physician or other licensed professional in an outpatient setting. (Emergency rooms are not considered outpatient settings.) All activities and services delivered must be performed in accordance with the PHS guidelines. Care must include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

Detailed information and requirements can be found in the Ryan White Part A Quality Management Outpatient/Ambulatory Medical Care Service Delivery Model.

ii. AIDS Pharmaceutical Assistance (Local)

The pharmacy assistance program provides prescribed medications and related supplies to prolong life, improve health, or prevent deterioration of health for HIV+ persons who are ineligible for other public sector funding or private insurance with limited or no prescription drug coverage. Pharmaceuticals and food supplements must be on the Pharmacy Formulary Listing. Medical supplies and/or devices needed to administer drugs must be prescribed.

Detailed information and requirements can be found in the Ryan White Part A Quality Management AIDS Pharmaceutical Assistance (Local) Service Delivery Model.

- iii. **Oral Health Care**
Dental Services assist Clients with maintaining oral health and reducing the risk of serious infections. This service includes diagnostic, preventive, and therapeutic services provided by a licensed dental health care professional.

Oral Health Care services are limited to an annual cap of \$3,000 annually. Providers must utilize at least 65% of all dental services funds for preventative and routine care (code series D0110-D3999) and utilize the remaining 35% of oral health care services funding for major dental services such as crowns, bridgework, removal and fixed prosthodontics (codes series D4000-D7999). Dental services are billed via Broward County; refer to the approved Dental Procedure Codes Fee Schedule below for details.

- Dental Procedure Codes Fee Schedule (Approved University Based)
- Dental Procedure Codes Fee Schedule (Approved Non-University Based)

Detailed information and requirements can be found in the Ryan White Part A Quality Management Oral Health Care Service Delivery Model.

- iv. **Mental Health Services**
Psychological and psychiatric treatment and counseling services are available for HIV+ persons who have a diagnosed mental illness. Services and related documentation must be consistent with coverage and limitations of the Medicaid Community Mental Health Coverage and Limitations Handbook.

Detailed information and requirements can be found in the Ryan White Part A Quality Management Mental Health Services Service Delivery Model.

- v. **Substance Abuse Care Services (Outpatient)**
General and intensive substance abuse therapy and counseling are available in an individual and/or group setting in a state-licensed outpatient setting. Services and related documentation must be consistent with coverage and limitations of the Medicaid Community Mental Health Coverage and Limitations Handbook.

Detailed information and requirements can be found in the Ryan White Part A Quality Management Substance Abuse Care Services (Outpatient) Service Delivery Model.

- vi. **Health Insurance Continuation Program (HICP)**
The Health Insurance Continuation Program (HICP) provides financial assistance to a selection of Affordable Care Act Marketplace plans identified by the Ryan White Program. Financial assistance for the HICP program is limited to insurance premiums payments, copays and deductibles for Clients to maintain health insurance coverage. HICP is required to make direct

payments (up to \$4,500/year per client) to each Client's insurance company to ensure continuity of medical benefits coverage.

Details of this service is provided in pertinent Provider contracts.

vii. **Disease Case Management**

Disease Case Management is the critical foundation for Client self-management efforts through Client monitoring, education and communication. The main goal of Disease Case Management is to improve the Client's quality of care and health outcomes. Components of Disease Case Management include optimizing retention in care, improving Client's self-management of HIV/AIDS by identifying specific Client medical challenges, goals, interventions, and risk behavior reduction.

Disease Case Management emphasizes prevention of increased severity and complications of HIV/AIDS utilizing evidence-based, standardized clinical guidelines and patient empowerment strategies that have proven to be highly effective and increase adherence to prescribed medical protocols. Details are provided in pertinent Provider contracts.

viii. **MAI-Medical Case Management**

MAI Medical Case Management services are delivered by peers. Individual time-limited intervention sessions are provided with the goal of linking recently diagnosed persons with HIV to medical care soon after receiving a positive test result. MAI-Medical Case Management services support the ability for Clients to remain adherent to medical care and plays a central role in treatment compliance.

The components and other detailed information and requirements can be found in the Ryan White Part A Quality Management MAI-Medical Case Management Service Delivery Model.

b. **Support Services**

Support services are needed to achieve medical outcomes affecting the HIV-related clinical status of a person living with HIV/AIDS.

i. Centralized Intake and Eligibility Determination (CIED)

CIED determines eligibility for benefits, and provides information and initial referral for Clients to access services and/or other benefits through Ryan White and other third party payers. CIED must screen and certify for Client eligibility, initially and every 6 months. Refer to Client Eligibility Chart for Client eligibility parameters.

Detailed information and requirements can be found in the Ryan White Part A Quality Management Centralized Intake and Eligibility Determination (CIED) Service Delivery Model.

ii. **Case Management**

Case Management facilitates the health and social service needs of persons with HIV through a collaborative process of assessment, planning, facilitation, care coordination, evaluation, and advocacy for service options addressing an individual's comprehensive health needs. Case Management services are Client-centered activities through which care is coordinated through interdisciplinary team planning. Through this coordination of Case Management, along with other core medical and support services, a Client's quality of life may be improved and maintained over an extended period consistent with PHS Guidelines and other treatment protocols. The goals of this intervention are optimal retention in care, compliance with medical and service specifications, and risk behavior reduction.

Peer Education Counseling services are a component of Case Management Services. Peer Education Counseling are services provided by peers to assist with Client orientation, meeting care plan goals and objectives, and the identification and removal of barriers to adherence and retention into care.

Detailed information and requirements can be found in the Ryan White Part A Quality Management Case Management Service Delivery Model. Additional details of this service are provided in pertinent Provider contracts.

iii. Food Bank/Vouchers

Food and proper nutrition are essential to a healthy immune system. The provision of Food Services must be provided in consultation with a nutritionist or other health professional. Nutritional strategies, including food choices appropriate for the individual medication schedules, can improve adherence and enhance the effectiveness of drug therapies. Clients can receive groceries or related store certificate/gift cards; however, Providers must ensure that service recipients are enrolled in community food and nutrition programs such as food stamps, WIC, to maximize program resources.

Details of this service are provided in pertinent Provider contracts.

iv. Legal Services

Legal assistance services include powers of attorney, do-not-resuscitate orders, and interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the Ryan White Program, especially but not limited to assistance with access to benefits and health care-related services.

Detailed information and requirements can be found in the Ryan White Part A Quality Management Legal Services Service Delivery Model.

Refer to the Service Category Fees and Limitations chart for a description of allowable services and limitations.

HRSA has established National Monitoring Standards for funded service categories. Direct services must be delivered in accordance with the National Monitoring Standards. These standards cover three performance domains:

- a. Universal Monitoring Standards - A set of uniform monitoring standards established for Part A and B Grantees and Funded Providers.
- b. Program Monitoring Standards - Monitoring standards established for Part A programs.
- c. Fiscal Monitoring Standards - A description of use, tracking monitoring of Part A funds and practices for Part A Grantees and Providers.

2. Program Support Services

Program Support Services are funded under Grantee administration to assist the program and the local planning bodies in meeting its legislative requirements:

- **Clinical Quality Management (Quality Management Support)** - Clinical Quality Management support services are designed to assist the Ryan White Part A Clinical Quality Management Program to manage and monitor the quality of core and support services by developing strategies for ensuring that such services are consistent with the guidelines for improvement in the access, retention and adherence to quality HIV services.
- **Planning Council Support Services** - Planning Council support services assist the Broward County HIV Health Services Planning Council (HIVPC) and its committees to complete federally mandated responsibilities highlighted and outlined in the Ryan White HIV/AIDS Treatment Extension Act of 2009.
- **HIV/AIDS Comprehensive Plan** - The Comprehensive Plan is a three-year road map of activities that support maintenance and improvement of the Ryan White Part A system of care. The Plan provides an opportunity for developing and improving a comprehensive and responsive system of care over time and is developed from needs assessments, evaluation findings, changing service needs and emerging issues. The Plan is fluid and dynamic in responding to rapidly changing epidemic that includes strategies to address the unmet healthcare needs of those not in care and implementing EIHA strategies and are incorporated into on-going clinical quality improvement activities.
- **HIV/AIDS Evaluation and Assessment Activities** - Evaluation and Assessment activities annually assess disparities in a specific client subpopulation disproportionately affected by HIV/AIDS measuring the effectiveness of Ryan White Part A funded services provided. Ryan White Part A funded services are assessed for Client health outcomes, cost effectiveness, and benchmarking performances and best practices of other EMA's. The results of the assessment are utilized in the Needs Assessment, Priority Setting and Resource Allocation process and the Comprehensive plan.
- **HIV/AIDS Needs Assessment** - The Needs Assessment services are annual activities utilized by the HIVPC to collect information about the needs of person of living with AIDS who are in and out of care and to determine the scope, size and characteristics of the HIV epidemic in their respective communities within Broward County. The activities will also collect data on new High Impact Strategies and inform the Broward County Local Prevention efforts and HIVPC on the effectiveness of rapidly linking new positives into the HIV continuum of care. The Needs Assessment is the foundation of the Ryan White HIV/AIDS Treatment Extension Act planning process. It is an essential component of the HIVPC process of determining service priorities and funding allocations on an annual basis. In conducting the Needs Assessment, several key elements are included

such as epidemiology profile, identification of special populations, unmet needs, resource inventory, identification of those living with HIV spectrum disease and not in care, needs of PLWHA in and out care, barriers to care, identifying and analyzing service gaps, incorporating strategies of the Broward County Local Prevention efforts.

Details of these services are provided in pertinent Provider contracts.

The Line Item is under the direct responsibility and oversight of the Grantee (budget allocations) in its efforts to comply with the legislative requirements of Ryan White Care Act and HAB program requirements.

D. Client Eligibility for Services

For eligibility parameters see the Client Eligibility Chart.

E. Cultural Competence

The US Department of Health and Human Services, Office of Minority Health National CLAS Standards (Culturally and Linguistically Appropriate Services) Standards are intended to advance health equity, improve quality and help eliminate health care disparities by establishing universal standards for individuals as well as health and health care organizations to implement culturally and linguistically appropriate services. Providers must develop and implement policies to ensure adherence to the CLAS Standards.

F. Definitions

Refer to Ryan White Definitions in Appendix A.

G. Billing/Invoicing/Match Requirement/Co-Pay

Reimbursement requests will only be processed and approved once required data has been entered in the Provide Enterprise Software System (PE). Refer to the Invoicing section (Chapter 14) of the PE User Guide for instructions regarding invoicing.

In addition to billing and invoicing, fiscal practices must be in accordance with the National Monitoring Standards.

HRSA has established National Monitoring Standards for funded service categories. Direct services must be delivered in accordance with the National Monitoring Standards. These standards cover three performance domains:

- a. Universal Monitoring Standards - A set of uniform monitoring standards established for Part A and B Grantees and Funded Providers.
- b. Program Monitoring Standards - Monitoring standards established for Part A programs.
- c. Fiscal Monitoring Standards - A description of use, tracking monitoring of Part A funds and practices for Part A Grantees and Providers.

H. Required Reports

- Ryan White Services Report (RSR)

The RSR is an annual requirement by HRSA that has the responsibilities in the administration and allocation of grant funds, evaluation of programs for the population served, and improvement in quality of care, accurate records of Providers receiving HRSA funding, services provided, and Clients served continue to be critical to the implementation of the legislation and thus contracted Providers must fulfill this requirement. This report (for applicable service categories) also requires client-level data reporting on the characteristics of the funded grantees. Once notification from HRSA with the annual RSR report due dates is received, CPD will send a letter to Providers with the applicable resource materials.

- Office of Pharmacy Affairs (OPA) Report

Ryan White AIDS Pharmaceutical Assistance funded Providers are required to enroll and report annually discounted drugs purchased through the HRSA's 340B Drug Pricing Program. Providers include Federally Qualified Health Centers, Ryan White HIV/AIDS Program grantees, and certain types of hospitals and specialized clinics. Providers shall certify in writing with each monthly invoice that medications distributed through their Agreement were purchased and invoiced to Broward County at Florida Medicaid rate, 340B Pricing (Public Health Service Pricing), or lower drug pricing. Providers are also required to complete an annual certification upon notification of the due date from OPA by CPD the agency on file will receive notification of the annual report due date to OPA.

- Quarterly Outcome Report

Requirements are referenced in the general section of this handbook. The due dates for this program are on or before June 30, September 30, December 30 and March 30. Generation and submission must be through the PE.

- Quarterly Narrative Report

The report must be completed for each service category; it contributes to comprehensive assessment of the Continuum and provides information needed by CPD for other reports. Refer to the Quarterly Narrative Report Instructions for guidelines.

I. Forms

Refer to Forms section Appendix I.

J. Other

1. National Monitoring Standards

These standards are designed by HRSA's Division of Services System to assist Ryan White Grantees and Providers to meet federal requirements for program and fiscal management, monitoring and reporting to improve program efficiency and responsiveness based on federal, law, regulations, policies and guidance documents. The National Monitoring standards consist of the following documents:

- a. Universal Monitoring Standards
- b. Programs Monitoring Standards
- c. Fiscal Monitoring Standards

Highlights of key fiscal areas in the Ryan White National Monitoring Standards – Fiscal Part A are summarized below:

a. Provider Budgets and Budget Narratives
(Fiscal – Section A-5, page 4)

A Line Item Budget and detailed Budget Narrative are required for each Ryan White Part A funded service category that is compliant with the applicable Office of Management and Budget Circular.

b. Expenditure Reporting
(Fiscal – Section A-5, page 4)

A Quarterly Expense Report is required for each Ryan White Part A funded service category at the end of quarter.

c. Sliding fee scale
(Fiscal – Section D-1, page 15)

All Clients receiving services are subject to Client charges using a sliding fee scale. The sliding fee scale shall be based on the most current Federal Poverty Guidelines and shall be made available to the public. (National Monitoring Standards – Fiscal Part A – Section A-5, page 4)

d. Caps on Client Service Charges
(Fiscal – Section D-3, page 16)

Client charges for services shall be capped based on the annual aggregate medical charges and Gross income of the Client. Imposition of charges shall conform to the following:

Individual/ Family Annual Gross Income	Total Allowable Annual Charges
Equal to or Below Official Poverty Line	No Charges Permitted
101% to 200% of the Official Poverty Line	5% or Less of Gross Income Level
201% to 300% of the Official Poverty Line	7% or Less of Gross Income Level
301% or greater of the Official Poverty Line	10% or Less of Gross Income Level

Term “aggregate charges” refers to the annual charges imposed for all such services without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, co-payments, co-insurance, or other charges for services.

e. Program Income
(Fiscal Monitoring Standards – Section C-5, page 14)

Ryan White Part A Program legislation requires Providers to collect and report program income. Program income is derived from an activity or service funded by the Ryan White Part A HIV/AIDS Program, such as sliding scale fees or other client cost-sharing payments including direct payment, or reimbursements received from Medicaid, Medicare and third-party insurance.

f. Time and Effort
(Office of Management and Budget Circulars)

Federal regulation requires that all employees charged to a Federal grant must maintain time and effort reporting. Time and effort reporting procedures must clearly identify the percentage of time each staff member devotes to a service category in

accordance with the approved budget. 100% of an employee's time must be accounted, tracked and documented.

Frequently Asked Questions

A list of frequently asked questions (FAQ) has been compiled to assist Providers with clarification on intent of common implementation and compliant issues.

All funded services categories are required to adhere to the program responsibilities compiled in these standards.

2. Provide Enterprise Software System (PE)

PE is the designated HSSS for the Ryan White Program that must be utilized to document and enter all services and required data elements. This system utilizes a web-based relational, integrated data system designed to ensure alignment with the Ryan White HIV/AIDS Program Services Report (RSR) HAB clinical client-level data elements, demographic and epidemiologic characteristics, eligibility data, detailed procedure-level service units, clinical outcomes, and invoices. Instructions for use of this system can be found in the Provide Enterprise (PE) User Guide. Registered users, employees, agents, or volunteers are subject to terms and conditions specified in the user agreement in the online registration for PE and the HSD Information Systems Security Policies.

3. Client Grievance Process:

Provider shall establish and maintain an Internal Client Grievance Process. At a minimum, the process shall include:

- a. A detailed description of the Agency Internal Client Grievance procedure including, Client's right to file a grievance regarding the quality and manner in which services were provided. The procedure must include a complete description of the timeline of the grievance process, a description of actions to be taken to render a decision regarding the complaint, the process for the Client to file an appeal and specific grievance forms.
- b. Identification of the Ryan White Part A Program Office as the final recourse should efforts to resolve the grievance not be successful. This shall include the telephone number for the Ryan White Part A Program as (954) 357-5390.
- c. Grievance procedures as well as a Statement of Clients Rights and Responsibilities shall be made available to Clients in English, Spanish, and Creole languages.

Provide shall post a notice of the organization's Internal Grievance Policy. The posting of the procedure shall include treatment and other general service areas, waiting rooms, patient information Boards, near elevators, or exits.

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Chapter V: Homeless Initiative Partnership Section

A. Homeless Initiative Partnership Section

The Broward County Homeless Initiative Partnership (HIP) coordinates an array of funding to implement innovative, effective, outcome-based approaches to alleviate homelessness and its causes in Broward County through the Homeless Continuum of Care (CoC) Program and the Federal regulations as indicated in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act. The overall goal of funded interventions is to end homelessness by maximizing attainable self-sufficiency for persons experiencing homelessness in Broward County who are:

- In need of domestic violence crisis shelters
- Released from hospitals but not able to enter shelter programs
- In need of legal assistance in securing public benefits
- In need of permanent housing
- In need of other supportive services

The CoC is comprised of representatives from organizations that serve homeless persons, families and formerly homeless veterans. These organizations include non-profit homeless providers, victim services providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, and law enforcement.

The three (3) major duties of the Broward County CoC are to:

- Operate the CoC,
- Designate and operate a Homeless Management Information System (HMIS) for the CoC, and;
- Plan for the CoC

1. Federal Legislative Authority

Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009

On May 20, 2009, President Obama signed the Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act with substantial changes. Currently, all HUD funded CoC programs operate under the HEARTH Act Interim Final Rule.

The substantial changes prompted by the HEARTH ACT include, but are not limited to, the following:

- A consolidation of HUD's competitive grant programs;
- The creation of a Rural Housing Stability Program;
- A change in HUD's definition of homelessness and chronic homelessness;
- A simplified match requirement;
- An increase in prevention resources; and,
- An increase in the emphasis on performance.

HEARTH ACT Goals and Objectives have an emphasis on the following:

- Reducing the amount of time people spend homeless (average of 30 days)
- Reducing the episodes of homelessness for individuals and families
- Reducing the number of people who become homeless

The focus is on:

- Permanent Housing
- Rapid Re-Housing
- Homelessness Prevention
- Performance and Outcomes
- Measurement and Data

Prioritization:

In June 2010, The Obama Administration released, Opening Doors: A Federal Strategic Plan to Prevent and End Homelessness. The Plan included goals to end Veteran and chronic homelessness by 2015, and end family and youth homelessness by 2020. Providers are encouraged to review the notice for advice on setting the order of priority in CoC Program-funded Permanent Supportive Housing, establishing a prioritized waiting list and using a coordinated assessment approach.

- a. HUD requires both Rent Reasonableness and Housing Quality Standards.

Rent Reasonableness

For a sample refer to the Rent Reasonableness Checklist.

If both the HEARTH Act and HUD NoFA provide different standards for Rent Reasonableness, HUD NoFA standards/requirements prevails.

Housing Quality Standards

For a sample refer to the Housing Quality Standards Inspection Checklist and Housing Quality Standards Inspection Form.

Further information on Rent Reasonableness and Housing Quality Standards may be found in the Department of Housing and Urban Development, 24 CFR Part 578, HEARTH Act webpage, at the specific chapters highlighted above.

2. State Legislative Authority

The State Office on Homelessness has designated the Broward Continuum of Care (Homeless CoC) as the Local Coalition of Broward County pursuant to §420.623 and its functions are defined in §420.623 (2).

All organizations providing homeless services through a contractual agreement with Broward County are required to be an active participant in the CoC, and operate consistently with Housing and Urban Development (HUD), State Department of Children and Families, and County rules, regulations, ordinance(s), and requirements. Additionally, contracted homeless service Providers are required to engage in planning and coordination efforts with "A Way Home," Broward County, Florida's Annual Plan (Strategic Plan) to End Homelessness as adopted on December 6, 2005, and revised on

August 27, 2013. Finally, contracted Providers are required to adhere to the Broward County Human Services Department Standards of Care adopted by the Broward County Board of County Commissioners on June 18, 2002.

3. Continuum of Care Program Funded Interventions / Services

Homeless Management Information System (HMIS)

The designated Human Services Software System (HSSS) for all Providers serving homeless clients is ServicePoint. Providers must enter Client data accurately and timely in all required fields as defined by HUD HMIS Data Standards and HMIS Requirements Proposed Rule. Providers are required to adhere to the U.S. Department of Housing and Urban Development (HUD) HMIS data standards for all projects that serve clients experiencing homelessness regardless of whether the project is HUD funded or funded through the County's General Fund to support data collection and reporting. Failure to enter required data in an accurate and timely manner may result in a delay or suspension of reimbursement payment.

All homeless assistance Providers are also required to adhere to the current Broward County Continuum of Care (CoC) HMIS Policy and Procedures Manual adopted by the Broward Continuum of Care (Homeless CoC) September 27, 2012. In the event of a procedural conflict between the HUD HMIS data standards and the Broward County CoC HMIS Policies and Procedures, the HUD HMIS data standards supersede the Broward County CoC HMIS Policies and Procedures.

Currently, all HUD funded CoC programs operate under the HEARTH Act Final Rule.

The fundamental components of a Continuum of Care system are:

- Outreach and assessment to identify a homeless person's needs;
- Immediate (emergency) shelter as a safe, decent alternative to the streets;
- Transitional housing with appropriate supportive services to help people reach independent living; and
- Permanent housing
 - Permanent supportive housing for homeless persons with HUD defined disabling conditions.

4. Homelessness/Housing Interventions

- Coordinated Entry, Assessment, Screening, Information and Referral
- Outreach
- Emergency Shelter
- Supportive Services
- Transitional Shelter
- Rapid Re-housing
- Permanent Supportive Housing

B. Client Eligibility for Services

Unless otherwise indicated in the Agreement, Client eligibility is limited to persons experiencing homelessness under Categories 1 and 4. All Providers must maintain

documentation of homeless eligibility in accordance with 24 CFR 578.103 Recordkeeping requirements located at: HEARTH Act Final Rule
For additional information on eligibility, refer to Chapter I, General Information Section E.

C. Definitions

Refer to HIP Definitions in Appendix A.

D. Billing/Invoicing/Match Requirement/Leverage/Program Income

HUD Providers must complete the HUD Invoice Template documentation (formerly E-1 Form) provided by the Contracts/Grants Administrator. HUD Match & Leverage requirements are available as described in the HUD Match & Leverage Guide.

Match Required for HUD CoC Program Funding:

24 CFR 578.73 of the HEARTH Act requires all eligible funding costs must be matched with no less than 25% cash or in-kind match of the total amount requested including administrative costs, but not including leasing.

The regulations in 24 CFR parts 84 and 85 establish uniform administrative requirements for HUD grants.

Match is to be reported with the monthly invoice unless otherwise directed. Refer to the HUD Invoice Template and instructions.

Leverage Requirements for HUD CoC Programs:

The Provider is required to provide 100% of the leverage to which it committed in the project application. Leveraging may come from public or private entities, with limitations as described in the HUD Match & Leverage Guide.

Leverage is to be reported with the monthly invoice unless otherwise directed. Refer to the HUD Invoice Template and instructions.

Program Income Tracking Form for HUD CoC:

The Program Income Tracking Form is to be reported with the monthly invoice unless otherwise directed. For a sample refer to the Program Income Tracking Form.

E. Cultural Competence

Refer to Chapter I, General Information Section F.

F. Reports

HIP contracted Providers are required to complete and submit the following reports.

1. For required reports refer to Chapter I, General Information Section M and Forms section Appendix I.

HUD Reports

2. **Annual Homeless Assistance Report (AHAR) – HUD**

AHAR provides the number, demographic characteristics and service use patterns of the homeless population based on local data.

HIP generates the AHAR report from HMIS. AHAR data comes from Point-in-Time counts of sheltered and unsheltered homelessness on a single night in January; housing inventories of emergency shelter, transitional housing, permanent supportive housing, and Safe Haven programs; and 12-month counts of people using homeless residential programs based on HMIS data. HIP shares the reports with Providers who are required to quality assure their data and correct any data errors or inconsistencies.

Please refer to the HUD manual, "An Introductory Guidebook to The Annual Homeless Assessment Report", which can be accessed for further instructions regarding the AHAR.

3. **100% Grant Payroll Certification Form – HUD**

Per HUD requirements, Providers are required to document staff working 100% on HUD grants. Provider's applicable staff members are required to complete a 100% Grant Payroll Certification Form every six months and maintain on file for review by the County. For a sample refer to the 100% Grant Payroll Certification Form.

4. **Annual Grant Inventory Worksheet (GIW) – HUD**

The GIW determines which projects are eligible to receive renewal funding and the level of funding amount for each project. Providers are required to review and validate the information provided by HIP in an Annual GIW.

HUD and General Fund (GF) Reports

5. **Inventory Report – HUD and GF**

The Provider must submit an annual Inventory Report form listing all items purchased in whole or in part with HUD grant funds which had a purchase price of \$750 or greater. Items included in this inventory may not be disposed of without CPD's prior written consent.

Refer to Forms section Appendix I.

6. **HMIS Data Monthly Report Card – HUD and GF**

The Report Card may be generated by both HIP and the Provider in HMIS. The purpose is to assess the quality of the HUD Universal Data Elements (UDE) and identify missing client data or data responses equal to "Don't Know" or "Refused". The HUD UDE user guide outlines the grading scale and Elements within the report. This tool is used for data quality improvement and data driven decision-making.

7. **Annual Point-In-Time Count (PIT) – HUD and GF**

Providers are required to participate in planning and conducting the PIT. HUD requires that CoCs conduct an annual count of homeless persons who are sheltered in emergency shelter, transitional housing, and Safe Havens on a single night and unsheltered homeless persons during the last ten days of January. The PIT is conducted using unduplicated counts of homeless persons in sheltered and unsheltered locations

on a single night. The PIT is conducted in compliance with HUD counting standards, as documented in HUD's, "Point-In-Time Methodology Guide."

Interim sheltered PITs may be required upon request.

HIC/PIT Archive

8. Annual Housing Inventory Chart (HIC) – HUD and GF

Providers are required to verify or update the HIC generated by HIP. The HIC is a point-in-time inventory of provider programs within the CoC that provide beds and units dedicated to serve the homeless and is categorized by five (5) Program Types: Emergency Shelter; Transitional Housing; Rapid Re-housing; Safe Haven; and Permanent Supportive Housing. This certification reflects the bed and unit capacity available to homeless persons in a CoC on a designated night by category. More information can be found on the Point-In-Time Methodology Guide site or 2015 HIC and PIT Data Collection site.

HIC/PIT Archive

9. Homeless Management Information System (HMIS) Annual Performance Report (APR) – HUD and GF HACS

The HMIS APR is required for U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) funded Projects. The APR is a reporting tool, within HMIS, used by HUD to track the progress and accomplishments of programs funded by HUD. Providers must submit the APR data within 45 days from the end of each operating year. Data reported in the APR must be consistent with HMIS data.

HUD's guidelines in the "e-snaps CoC APR Guidebook for CoC Grant-Funded Programs" contain further parameters for the APR process.

G. Forms

Refer to Forms section Appendix I.

H. Other

For License Requirements for Providers of Substance Abuse Services, refer to Chapter I, General Information Section P.

For Background Screening Requirement refer to Chapter I, General Information Section P.

HUD CoC Funded Programs

Refer to the HUD NoFA application for the HUD Grant information regarding HUD Certifications.

Based on the current HUD NoFA, Providers with HUD projects may be subject to additional requirements.

Appendix

A. Definitions

Organizational Profile - is a necessity for Providers in order to ensure coordinated health, education, and human services planning in Broward County. It is used for collecting data for a county-wide resource inventory. The Organizational Profile at a minimum will consist of the following information:

- Complete Agency Name
- Address, Telephone Number, and Hours of Operation
- Program Service Description
- Special Features (eligibility for various funding opportunities: County, State, United Way)
- Client Eligibility Requirements
- Application Instructions
- Fees
- Geographical area served

CSA Definitions

Evidence Based Practices

Adolescent Community Reinforcement Approach (A-CRA) is a behavioral intervention that seeks to replace environmental contingencies that have supported alcohol or drug use with pro-social activities and behaviors that support recovery. A-CRA is an outpatient program that targets youth 12 to 22 years old with DSM cannabis, alcohol, and/or other substance use disorders. A-CRA includes guidelines for individual, conjoint and family sessions. According to the Clients' needs, therapists choose from among 17 A-CRA procedures that address such issues as problem solving skills, communication skills and active participation in pro-social activities. Role-playing and homework are important components. It is approved for in-home and other community settings. Treatment typically includes ten (10) individual sessions with the Client, two (2) sessions with one or more Family Clients and two (2) sessions with the Client and Family Client together. Additional information on A-CRA may be found at National Registry of Evidence-based Programs and Practices (NREPP).

Brief Strategic Family Therapy (BSFT) helps children and adolescents 6 to 17 years old who exhibit rebelliousness, truancy, delinquency, early substance use and association with problem peers. It has also been effective with family issues such as poor behavior management, anger, and problematic relations. BSFT can be implemented in a variety of settings in the community and in Clients' homes. It is typically delivered in 8 to 12 weekly sessions. Sessions may occur more frequently around a crisis because these are opportunities for change. Steps include organizing a counselor-family work team, diagnosing family strengths and problem relations, developing a change strategy to capitalize on strengths, and then implementing change strategies. Additional information on BSFT may be found at National Registry of Evidence-based Programs and Practices (NREPP).

Cognitive Behavioral Therapy (CBT) is an integrative therapeutic approach that assumes that cognitions, physiology, and behaviors are all functionally interrelated. This model posits that Client's emotional or behavioral distress is influenced by the manner in which they perceive, manipulate and respond to information within their cognitive system. Treatment is aimed at identifying and modifying biased or distorted thought processes, attitudes, and attributions, as well as problematic behaviors via techniques that actively involve the Client's participation, such as self-monitoring, cognitive restructuring, and hypothesis testing. As such, the treatment goal is to develop a more rational and adaptive cognitive structure, which in turn is seen as a pathway to improving both affect and maladaptive patterns of behavior. SAMHSA documents the effectiveness of CBT with adolescent (13-17) and young adult (18-25) populations. NAMI has validated other documented studies that the model was effective with clients from 9 to 18 years old. CBT is typically delivered in twelve (12) to sixteen (16) weekly sessions. CBT and its recognized adaptations, such as Cognitive Behavioral Therapy for Adolescent Depression and Trauma Focused Cognitive Behavioral Therapy, is an eligible EBP. Additional information on CBT may be found at National Registry of Evidence-based Programs and Practices (NREPP).

Multi-Systemic Therapy (MST) Primarily targets chronic, violent juvenile offenders, or substance-abusing juveniles, ages 12 to 17, at risk of out of home placement. MST views the youth as involved in a network of interconnected systems that encompass individual, family, and extra-familial factors (peer, school, community) and recognizes that it is often necessary to intervene in more than one of these systems. MST is typically provided in the home to reduce access barriers. Therapists have small caseloads of four to six families, work as a team, and arrange appointments at the family's convenience. The average treatment involves about 60-hours of contact during a four-month period. Additional information on MST may be found at National Registry of Evidence-based Programs and Practices (NREPP).

Solution Focused Brief Therapy (SBFT) Although not yet recognized by SAMHSA, the evidence is mounting as to the efficacy of this approach which has shown some effectiveness with younger populations (ages 5 years and up) as well as adults with issues such as school difficulties, aggressive behavior, alcohol abuse, eating disorders and phobias. It focuses on what clients want to achieve through therapy rather than on the problems that brought them to treatment. The therapist invites the Client to envision a preferred future and take steps moving toward it supported by the Client's strengths and resources. SBFT, as the name implies, is brief. On average, SBFT is provided in five (5) sessions and generally does not extend beyond eight (8) sessions.

Approaches for Client Enhancement

Motivational Interviewing (MI) is a goal-directed, client-centered counseling style for eliciting behavioral change by helping clients to explore and resolve ambivalence. The operational assumption in MI is that ambivalent attitudes or lack of resolve is the primary obstacle to behavior change, so that the examination and resolution of ambivalence becomes its key goal. MI has been applied to a wide range of problem behaviors related to alcohol and substance abuse as well as mental health issues. A widely accepted intervention for adults, the Center on Alcoholism, Substance Abuse and Addictions has validated other documented studies that the MI model was effective on clients 14 to 20 years old. Additional information on MI may be found at National Registry of Evidence-based Programs and Practices (NREPP) and at Center on Alcoholism, Substance Abuse, and Addictions.

Motivational Enhancement Therapy (MET) is an adaptation of motivational interviewing that uses an empathetic but directive approach in which the therapist provides feedback that is intended to strengthen and consolidate the Client's commitment to change and promote a sense of self-efficacy. It attempts to elicit intrinsic motivation to change substance abuse by resolving the Client's ambivalence. Documented studies have shown the model to be effective with adolescent clients, ages 13 to 17, as well as adults. Additional information on MET may be found at National Registry of Evidence-based Programs and Practices (NREPP).

HCS Definitions

Managing Entity: The Florida nonprofit corporation under contract with the Florida Department of Children and Family to manage the day-to-day operational delivery of behavioral health services through an organized system of care.

Primary Health Care Services: Acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

Ryan White Definitions

National Monitoring Standards: HRSA/HAB requirements for program and fiscal management and oversight based on federal law, regulations, policies and guidance documents.

Registered User: An individual who has attended and completed a Network training class, has submitted a Network user access request form, and has been issued a Network identifier/user name and password by the Ryan White Program. User request must be submitted via the Provide Enterprise software system,

Required Data Elements: Data sets for Part A Program for reporting client level data for Federal funding source and reimbursement. These data elements must be entered in the HSSS for program billing and client services.

Sliding Fee Scale: Schedule of discounts that must be provided to self-pay patients for Part A Medical Care for patients who are below 200% of the Federal poverty guidelines based on their ability to pay. No clients are to be denied services based on their ability to pay.

HIP Definitions

Homeless Continuum of Care (CoC)

The Homeless Continuum of Care (CoC) is a community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable permanent housing and maximum self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.

Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH)

The Broward County Homeless Continuum of Care (CoC) is defined by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH): CoC Program Interim Rule is the local planning body that coordinates housing and services funding for homeless families and individuals in Broward County.

Homeless Definition & Recordkeeping Requirements may be found at the following link: HEARTH Homeless Definition & Recordkeeping Requirements

Additional definitions related to HUD funding may be found at the following link: HEARTH Defining "Homeless" Final Rule

Homelessness/Housing Interventions

Coordinated Entry, Assessment, Screening, Information and Referral

Coordinated Assessment refers to a common process for accessing homeless assistance services including prevention, diversion, emergency shelter, transitional housing, rapid rehousing, supportive services and even permanent supportive housing. Coordinated Assessment is also a system within the CoC, working together to assure services are accessible and well targeted to the immediate needs of the client. Broward County has adopted the Vulnerability Index and/or Services Prioritization Decision Assistance Tool (VI-SPDAT). The triage form and assessment tool provides a coordinated process to prioritize how services will be provided to homeless persons in the CoC. The process provides referrals for housing and services. Prioritization of referrals are based on the Vulnerability Index and/or Services Prioritization Decision Assistance Tool (VI-SPDAT). Providers are further required to assist the CoC with its development and implementation.

HUD Terminology (refer to the HUD link for terminology definitions listed below)

Cash Match [24 CFR 578.73]

Continuum of Care [25 CFR 578.3]

Disability, Developmental Disability [24 CFR 578.3]

Emergency Shelter [24 CFR 576]

Fair Market Rent

Homeless, Chronically Homeless, At Risk of Homelessness [24 CFR 578.3]

Homeless Management Information System (HMIS) [24 CFR 578.3]

Leasing [24 CFR 578.49]

McKinney Vento Homeless Assistance Act, HEARTH Act [24 CFR 578]

Operating Cost [24 CFR 578.55]

Permanent Housing [24 CFR 578.3]

Point in Time Count [24 CFR 578.3]

Project [24 CFR 578.3]

Project Administrative Cost [24 CFR 578.59]

Rapid Rehousing [24 CFR 578.37(a)(1)(ii)]

Rental Assistance [24 CFR 578.51]

Safe Haven [24 CFR 578.3]

Subrecipient [24 CFR 578.3]

Supportive Services [24 CFR 578.53]
Grant & Project Changes [24 CFR 578.105]
Transitional Housing [24 CFR 578.3]
Victim Services [24 CFR 578.3]

HUD Grant Agreement

Contract between HUD and Broward County for a HUD CoC project award.

HUD Project Operating Year

One-year period consistent with the HUD grant term.

**B. Human Services Software System
For CSA & HCS use.**

CSMS Participant Training Guide
CSMS User Access Form

HIP

HMIS Policies & Procedures (Broward Continuum of Care)

**C. Billing/Invoicing/Match Requirement/Co-Pay
CSA**

Based on 2015 HHS Poverty Guidelines

HCS

Refer to HCS Section G.

HIP

Refer to HIP Section D.

D. Outcomes

Refer to Chapter I, General Information Section K.

E. Monitoring

Administrative & Programmatic Review Elements

F. Records Management

Refer to Chapter I, General Information Section L.

G. Reports

Refer to Chapter I, General Information Section M.

H. Taxonomy

Taxonomy Definitions and Credentials (by name)

I. Forms

Client Demographic Data Report & Instructions

Incident Report Form

Invoice Template & Instructions

Invoice and Corrections Due Dates

Outcome Report & Instructions

Required Services Documentation

CSA Forms

Co-Pay Information Form

Utilization Report

HCS Forms

Refer to Chapter I, General Information Section N.

RW Forms

Client Eligibility Chart

Corrective Action Plan Form & Instructions

Dental Procedure Code Fee Schedule (Approved Non-University Based)

Dental Procedure Code Fee Schedule (Approved University Based)

Invoice Template (Ryan White Part A)

Labs Medical Billing Rates

Monitoring Tool (Ryan White Part A)

Outpatient Medical Billing Rates

Pharmacy Formulary Listing

Provide Enterprise (PE) User Guide

Quarterly Narrative Report Instructions (Ryan White Part A)

Service Category Fees and Limitations

Service Delivery Model

AIDS Pharmaceutical Local SDM

Case Management (Non-Medical) SDM

Central Intake and Eligibility Determination (CIED) SDM

Legal Services SDM

Mental Health Services SDM

Minority AIDS Initiative Medical Case Management (MAI MCM) SDM

Oral Health Care SDM

Outpatient/Ambulatory Medical Care SDM

Substance Abuse Care Services SDM

HIP Forms

HUD Inventory Report

HUD Invoice Template

HUD Match & Leverage Guide

Program Income Tracking Form

100% Grant Payroll Certification Form

J. Other

Refer to Chapter I, General Information Section P.