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

THIS AGREEMENT made and entered into this 13th day of November, 2018 by and between:

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

and

BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a non-profit corporation organized under the laws of Florida whose usual place of business is 920 N.W. 7th Avenue, Fort Lauderdale, Florida 33311-7229, hereinafter referred to as "Participant".

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, 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, on December 1, 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 #15-1474; and

WHEREAS, on February 7, 2017, 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 #17-0098; and

WHEREAS, on January 23, 2018, 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 #180072; and

WHEREAS, the Participant is a non-profit corporation that operates a homeless assistance center, which provides numerous services to eligible homeless persons including temporary shelter, permanent housing, substance abuse counseling, case management and job training; and

WHEREAS, the Participant has agreed to participate with the City on the CHHC Project to provide supportive services to Project participants; and

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

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 Participant for the administration of the CHHC Project to provide permanent supportive housing to chronically homeless individuals and/or families.

1.2 The Participant shall provide CHHC Project participants with supportive services and case management in accordance with the CHHC Project application to HUD and as provided for in this Agreement.

ARTICLE II
SCOPE OF SERVICES

The Participant shall provide eligible CHHC Project participants with the appropriate supportive services and case management as described in the Scope of Services attached as **Exhibit "A."**

ARTICLE III
TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be January 1, 2018 through December 31, 2018.

ARTICLE IV
FINANCIAL ASSISTANCE

4.1 The Participant shall be eligible to be reimbursed for up to $112,012 for salary and fringe benefits for two Intensive Case Managers (ICM) to provide supportive services and case management in accordance with the terms of this Agreement.

The Participant may be eligible to be reimbursed for additional supportive services and case management as funding is available. All additional supportive services and case management expenditures must first be pre-approved by the City.

4.2 The Participant shall provide a cash match in the amount of $50,000 in accordance with the Scope of Services attached as **Exhibit A.**

4.3 The Participant shall provide the City with a line item budget detailing expenditures of reimbursable Funds using format provided in forms attached as **Exhibit "B."** The Funds shall be released on a reimbursement or expense incurred basis. Participant shall submit monthly invoices to the City by no later than the tenth (10^{th}) of each month. Payment shall be issued by the City within fifteen (15) business days of receipt and approval of a proper invoice from the Participant.

ARTICLE V
ANNUAL AUDIT

5.1 The Participant shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Part 84.26. The Participant 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 Participant's fiscal year in which fiscal year Participant received funds pursuant to this Agreement. The Participant 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 The Participant 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. The Participant 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 the Participant's audit report and will require the Participant to implement corrective action noted in the audit. The City shall have the right to review any and all of the Participant's records that regard use of the Funds disbursed hereunder.

ARTICLE VI
PROCUREMENT

The Participant 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 Participant 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 Participant 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 Participant 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 the Participant'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 The Participant 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 the Participant using Funds shall become the property of the City upon the dissolution of Participant or upon Participant's failure to

maintain its eligibility to participate in the CHHC Project.

8.2 Participant 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, who holds title, 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 The Participant 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 Participant 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 The Participant 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.

9.2 The Participant will report to the City on a monthly basis throughout the term of this Agreement on services provided and beneficiaries of those services. The Participant 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 or HUD representatives during all normal business hours. Records pertaining to this Agreement shall be maintained by the Participant 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. Participant 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) The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant 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 the Participant 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 Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, 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 the Participant or of any endorser of the Agreement, of any

trustee, receiver, or liquidator of the Participant 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) Participant'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 Participant shall have failed to cure such default within sixty (60) 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) or Office of Inspector General (OIG) or any other governing agency, results in a finding or ruling that the Participant provided funding of an ineligible activity or unallowable expense, the City shall be entitled to recover immediately upon demand from the Participant or any party joining in or consenting to this Agreement, all ineligible or unallowable sums paid by the City to Participant pursuant to this Agreement.

ARTICLE XI
GENERAL CONDITIONS

11.1 Participant certifies that it will administer its programs in compliance with 24 CFR 576.21 thru 576.67, Federal Regulations and the following laws, regulations, and Executive Orders, when applicable:

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 Participant 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 the Participant 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 contractors, 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 Participant, the conflict of interest provisions in 24 CFR 84.42 shall apply. The Participant 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. Contractors 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. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor'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. The contractor 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. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor 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 the contractor'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 Participant 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 The Participant shall not incur new expenses for equipment or furnishings after receiving notice of the cancellation of this Agreement and shall cancel as many outstanding obligations for ordered items as possible.

12.5 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

Participant

Frances M. Esposito
Chief Executive Officer

As to the Participant:

Broward Partnership for the
Homeless, Inc.
920 N.W. 7th Avenue
Fort Lauderdale, FL 33311-7229

ARTICLE XIII
SEVERABILITY

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 IXIV
INTEGRATION

This Agreement shall constitute the entire agreement between City and Participant; 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

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

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals as of the ____ day of _____, 2018.

WITNESS:

Jeanette A. Johnson
Jeanette A. Johnson
Print or type name

Kerry Arrums
Print or type name

ATTEST:

Jeffery A. Modarelli, City Clerk

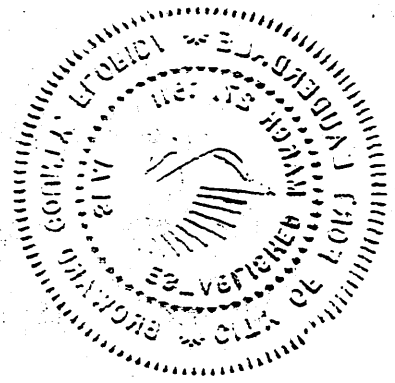
CITY OF FORT LAUDERDALE

By _____
Dean J. Trantalis, Mayor

By _____
Lee R. Feldman, City Manager

APPROVED AS TO FORM:
Alain E. Boileau, City Attorney

By _____
Robert B. Dunckel, Assistant City Attorney



WITNESSES:

BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a Florida non-profit corporation.

By _____
Frances M. Esposito, Chief Executive Officer

_____
Julie Lauder
[Witness print name]

_____
Nathalene Carter
[Witness print name]

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 19th day of October 2018, by **Frances M. Esposito**, as **Chief Executive Officer** of **Broward Partnership for the Homeless, Inc.** Who is ☒ personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

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

Laura J. Turk
Name of Notary Typed, Printed or Stamped

My Commission Expires:

LAURA J. TURK
MY COMMISSION # GG 028442
EXPIRES: September 27, 2020
Bonded Thru Budget Notary Services

_____
Commission Number

Broward Partnership for the Homeless, Inc.
EXHIBIT "A"
SCOPE OF SERVICES

I. Scope of Services:

A. Target Population: 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.

B. A minimum of 20 unduplicated participants shall be provided services under this Agreement annually.

C. Program Description: City of Fort Lauderdale Chronic Homeless Housing Collaborative (CHHC) Project. CHHC is a HUD Continuum of Care funded project providing permanent supportive housing in scattered site and/or clustered apartments to participants. Broward Partnership for the Homeless, Inc. (BPHI) shall provide supportive services, including case management, for the project.

D. Standards and Other Requirements: BPHI shall adhere to the standards and other requirements set forth in the Agreement between Broward County and City of Fort Lauderdale for Chronic Homeless Housing Collaborative and the Broward County Provider Handbook, attached hereto.

E. Services to be provided:

1. BPHI shall provide supportive services to project participants.

2. BPHI shall supervise two Master's Level Intensive Case Managers who shall work collaboratively under the City's supervision with the CHHC project manager and CHHC partners.

3. BPHI shall provide supportive services in an Intensive Case Management service model, assessing medical, psychiatric, alcohol/substance abuse, housing and employment needs. Services will be determined by individual client needs and fall within the realms of treatment, rehabilitation and social support. The BPHI team includes specialists in mental health, substance abuse and employment services. BPHI will provide a service delivery model that incorporates aggressive outreach

efforts and is consumer-centered and recovery-oriented, with a 24-hour crisis response capacity.

4. BPHI shall work with clients to identify suitable housing units, navigate the application and leasing process, act as a liaison between clients and landlords, and provide ongoing landlord support.

5. Case Managements services shall include individual support, referrals for medical services, crisis management, and direct and indirect services inclusive of improving budgeting skills and access to training and education. Project participants shall be assigned an intensive case manager with a team of support professionals. Services shall begin as soon as a participant is determined to be eligible for participation in the project.

6. Intensive case managers shall:

    a. Work directly with the TaskForce Outreach Team on the streets and in shelters to engage potential project participants;

    b. Utilize motivational interviewing (MI) techniques to maximize and enhance each engagement opportunity with potential and actual participants. MI is an evidence-based practice endorsed by Substance Abuse Mental Health Services Administration (SAMSHA) in the treatment of individuals with substance use and co-occurring disorders;

    c. Once a Participant is identified, immediately begin the process of ongoing Individual Treatment Plan development and oversight. The intensive case managers will work with participants wherever they are, even before placement in housing. Once in housing, intensive case mangers shall continue to support participants as needed, meeting with participants on a daily basis to assess their needs and continue developing an individual service plan to provide housing stability services (e.g. intensive case management, tenancy, and counseling) and appropriate linkages to mental health, substance abuse treatment, legal and health services;

    d. Provide and/or facilitate transportation as needed;

    e. Assist in linking participants to additional resources for long term success with their mental health needs, including community mental health

providers and participation in the Patient Assistance Programs (PAP), an assistance program designed to assist individuals with limited income to purchase medication at reduced or no cost, thereby facilitating medication compliance;

f. Work with participants to develop solution focused service plan;

g. Provide linkage and referral to obtain the medical, dental and behavioral healthcare services;

h. Optimize participants functioning by enhancing development, problem-solving and coping capacities while providing resources and linking participants with needed services and opportunities to assist them in overcoming their homelessness;

i. Administer an assessment to determine what mainstream resources participants currently have and what potential resources they may be eligible for including but not limited to: Social Security, SSI, SSDI, Medicare, Medicaid, Supplemental Nutrition Assistance Program (SNAP), and VA benefits. The intensive case managers shall work with the participants to apply for benefits and complete any necessary follow up including processing appeals. They continually work with the participants to ensure that they receive all eligible mainstream resources.

j. Link participants through the local SOAR (SSI/SSDI Outreach Access and Recovery) program to expedite getting participants enrolled for mainstream benefits to increase monthly income.

k. Participate in on-going stakeholders meetings to ensure continuous quality improvement

7. BPHI shall provide a cash match for supportive services in in the amount of $50,000. Match may be provided as specified in the approved HUD Project Application and shall be paid by the end of each term of this Agreement. BPHI shall keep records of the source and use of contributions made to satisfy the match requirement in § 578.73. The records must indicate the grant and fiscal year for which each matching contribution is counted. The records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs. Supportive

services match may be met by providing project participants with BPHI services, including but not limited to, the following:

a. Access to Health Screening Unit to complete a comprehensive intake health screening assessment for medical, psychiatric, alcohol and substance abuse, housing and employment needs ;

b. Mental health, alcohol and substance abuse services;

c. Life skills training;

d. Life skills, , HIV/AIDS Services, education and instruction, child care, case management, job training, mental health and counseling, health/home services, employment services, transportation;

e. "SMILES WORK!" dental program;

f. On-site Primary Health Care Clinic;

g. Staff Psychiatrist;

h. Workforce Development Program (WFD), a vocational assistance, training, education, job coaching and placement program; and

i. Access to BPHI computer lab.

8. BPHI shall ensure due process requirements of the HEARTH Act, instituting a termination process that meets the following requirements: participant was provided with a written copy of the rules and termination process before assistance begins, participant was provided with written notice containing reasons for termination, participant was provided with a review of the decision and given opportunity to appeal, and prompt written notice of final decision was provided to the participant.

9. Program participant records: In addition to evidence of "homeless" status, BPHI shall keep records for each program participant that document:

   a. The types of supportive services provided under the recipient's program and the amounts spent on those services.
   b. Documentation that these records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.

c. Where applicable, compliance with the termination of assistance requirement in § 578.91.

10. Homeless Management Information Systems (HMIS): BPHI shall ensure full compliance and administer all aspects of the HMIS requirements of the CHHC project. In addition to meeting the specific confidentiality and security requirements for HMIS data, BPHI develop and implement written procedures to ensure:

    a. All HUD Universal Data Elements (UDE) will be accurately entered into the designated HMIS system; daily "missing UDE" alerts will be monitored for completeness. Individualized case plans and goals will be maintained to measure participants' progress throughout the operating year.
    b. Data Completeness Report Cards and Annual Performance Reports will reflect HMIS compliance and participants' progress toward housing and income goals.
    c. All records containing protected identifying information of any individual or family who applies for and/or receives assistance will be kept secure and confidential
    d. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of BPHI and consistent with State and local laws regarding privacy and obligations of confidentiality

11. Reporting Requirements: BPHI shall ensure compliance with all City, County and HUD reporting requirements regarding services provided by BPHI 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. BPHI shall provide information needed to fulfill reporting requirements as specified in Exhibit E of the Agreement shall comply with Broward County's Provider Handbook; and shall adhere to Outcomes as specified in Exhibit D-2 of the Agreement.

EXHIBIT B

LINE ITEM BUDGET
12-Month Summary

PROPOSED SERVICE: _____

AGENCY NAME: _____

BUDGET PERIOD: **From** _____ **to** _____

CATEGORY	MONTHLY COSTS	ANNUAL COSTS
Program/Service		
TOTAL PROGRAM COSTS		
Personnel		
Fringe Benefits		
Travel		
Supplies		
Other		
TOTAL ALL CATEGORIES		

EXHIBIT B
BUDGET NARRATIVE – PERSONNEL

PROPOSED SERVICE _____

AGENCY NAME _____

Position/Name	Annual Salary	Hours Per Week	Pay Periods	Pay Per Period	Percent Funded	Requested Amount
Total Personnel (Line Item Budget)						

Requested Amount = Pay Periods x Pay Per Period x Percent Funded

- If not requesting 100% funding for the position, attach a sheet detailing each position showing total salary, funding sources and percentage per source.

EXHIBIT B
BUDGET NARRATIVE – FRINGE BENEFITS

PROPOSED SERVICE _____

AGENCY NAME_____

(Show formulas and descriptions for all Fringe Benefits)	Amount	Total
1. FICA = 7.65% x taxable salaries		
2. Retirement = agency rate x eligible salaries		
3. Florida Unemployment Compensation = agency rate x taxable salaries		
4. Worker's Compensation = agency rate x taxable salaries		
5. Health/Life Insurance = agency rate x number of employees x funded % for each position		
6. Dental Insurance = agency rate x number of employees, funded % for each position		
7. Other = agency benefit other than those listed above		
TOTAL FRINGE BENEFITS (Line Item Budget)		

EXHIBIT B
BUDGET NARRATIVE – TRAVEL

PROPOSED SERVICE _____
AGENCY NAME _____

List position title/employee name and show mileage computation	Amount	Total
TOTAL TRAVEL (Line Item Budget)		

EXHIBIT B
BUDGET NARRATIVE – SUPPLIES

PROPOSED SERVICE _____

AGENCY NAME_____

Includes materials and supplies used to conduct day-to-day operations.	Amount	Total
TOTAL SUPPLIES (Line Item Budget)		

EXHIBIT B
BUDGET NARRATIVE – All Other

PROPOSED SERVICE _____

AGENCY NAME_____

Includes materials, supplies, utilities, contracted services, insurance etc., used to conduct day-to-day operations.	Amount	Total
TOTAL ALL OTHER (Line Item Budget)		

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

106
11/20/18

Today's Date: 10/30/18

DOCUMENT TITLE: Chronic Homeless Housing Collaborative (CHHC) Project Participation Agreement - Broward Partnership for the Homeless, Inc.

COMM. MTG. DATE: 8/21/18 **CAM #:** 18-0643 **ITEM #:** CM-4 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** Shaniece Louis / Ext. 5036

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

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2) City Attorney's Office # of originals attached: 1 Approved as to Form: ☒YES ☐NO

Date to CCO: 11/13/18 **RBD** Initials

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3) City Clerk's Office: # of originals: 1 **Routed to:** ~~Gina Ri~~ Kerry A /CMO/X5013 **Date:** 11/13/18

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4) City Manager's Office: CMO LOG #: NOV-50 Date received from CCO: 11/13/18

Assigned to: L. FELDMAN ☑ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: **S. HAWTHORNE** _____ (Initial/Date) **C. LAGERBLOOM** _____
(Initial/Date) ☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions: _____

Forward 1 originals to ☒ Mayor ☐ CCO **Date:** 11/14/18

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5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 1 original and forwards 1 **COPY** to: Jeri Pryor ***(Name/Dept/Ext)***

Attach ___ certified Reso # ____ ☐YES ☐NO **Original Route form to CAO**

please email an executed copy to Shaniece Louis *