

Before Starting the Project Application

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember

- Additional training resources can be found on the HUD Exchange at <https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/> - Program policy questions and problems related to completing the application in e-snaps may be directed to HUD via the HUD Exchange Ask A Question.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number and an active registration in the Central Contractor Registration (CCR)/System for Award Management (SAM) in order to apply for funding under the Fiscal Year (FY) 2018 Continuum of Care (CoC) Program Competition. For more information see FY 2018 CoC Program Competition NOFA.
- To ensure that applications are considered for funding, applicants should read all sections of the FY 2018 CoC Program NOFA and the FY 2017 General Section NOFA.
- Detailed instructions can be found on the left menu within e-snaps. They contain more comprehensive instructions and so should be used in tandem with onscreen text and the hide/show instructions found on each individual screen.
- Before starting the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps.
- Carefully review each question in the Project Application. Questions from previous competitions may have been changed or removed, or new questions may have been added, and information previously submitted may or may not be relevant. Data from the FY 2017 Project Application will be imported into the FY 2018 Project Application; however, applicants will be required to review all fields for accuracy and to update information that may have been adjusted through the post award process or a grant agreement amendment. Data entered in the post award and amendment forms in e-snaps will not be imported into the project application.
- Expiring Shelter Plus Care projects requesting renewal funding for the first time under 24 CFR part 578, and rental assistance projects can only request the number of units and unit size as approved in the final HUD-approved Grant Inventory Worksheet (GIW).
- Expiring Supportive Housing Projects requesting renewal funding for the first time under 24 CFR part 578, transitional housing, permanent supportive housing with leasing, rapid re-housing, supportive services only, renewing safe havens, and HMIS can only request the Annual Renewal Amount (ARA) that appears on the CoC's HUD-approved GIW. If the ARA is reduced through the CoC's reallocation process, the final project funding request must reflect the reduced amount listed on the CoC's reallocation forms.
- HUD reserves the right to reduce or reject any renewal project that fails to adhere to 24 CFR part 578 and the application requirements set forth in the FY 2018 CoC Program Competition NOFA.

1A. SF-424 Application Type

- 1. **Type of Submission:** Application
- 2. **Type of Application:** Renewal Project Application

If "Revision", select appropriate letter(s):

If "Other", specify:

3. **Date Received:** 09/14/2018

4. **Applicant Identifier:**

5a. **Federal Entity Identifier:**

5b. **Federal Award Identifier:** FL0258

This is the first 6 digits of the Grant Number, known as the PIN, that will also be indicated on Screen 3A Project Detail. This number must match the first 6 digits of the grant number on the HUD approved Grant Inventory Worksheet (GIW).

Check to confirm that the Federal Award Identifier has been updated to reflect the most recently awarded grant number

6. **Date Received by State:**

7. **State Application Identifier:**

1B. SF-424 Legal Applicant

8. Applicant

a. Legal Name: Broward County, Florida

b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000531

	c. Organizational DUNS:	066938358	PLUS 4	
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d. Address

Street 1: 115 S Andrews Avenue

Street 2: A370

City: Fort Lauderdale

County: Broward

State: Florida

Country: United States

Zip / Postal Code: 33301

e. Organizational Unit (optional)

Department Name: Human Services

Division Name: Community Partnerships/HIP

f. Name and contact information of person to be contacted on matters involving this application

Prefix: Ms.

First Name: Rebecca

Middle Name:

Last Name: Mcguire

Suffix: Ph.D

Title: Administrator

Organizational Affiliation: Broward County, Florida

Telephone Number: (954) 357-5686

Extension:
Fax Number: (954) 357-5521
Email: rmcguire@broward.org

1C. SF-424 Application Details

9. Type of Applicant: B. County Government

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Title: CoC Program

CFDA Number: 14.267

12. Funding Opportunity Number: FR-6200-N-25

Title: Continuum of Care Homeless Assistance Competition

13. Competition Identification Number:

Title:

1D. SF-424 Congressional District(s)

14. Area(s) affected by the project (State(s) only): Florida
(for multiple selections hold CTRL key)

15. Descriptive Title of Applicant's Project: S + C Permanent Housing 88 Units

16. Congressional District(s):

a. Applicant: FL-020, FL-021, FL-024, FL-025, FL-022, FL-023
(for multiple selections hold CTRL key)

b. Project: FL-020, FL-021, FL-024, FL-025, FL-022, FL-023
(for multiple selections hold CTRL key)

17. Proposed Project

a. Start Date: 11/01/2019

b. End Date: 10/31/2020

18. Estimated Funding (\$)

a. Federal:

b. Applicant:

c. State:

d. Local:

e. Other:

f. Program Income:

g. Total:

1E. SF-424 Compliance

19. Is the Application Subject to Review By State Executive Order 12372 Process? b. Program is subject to E.O. 12372 but has not been selected by the State for review.

If "YES", enter the date this application was made available to the State for review:

20. Is the Applicant delinquent on any Federal debt? No

If "YES," provide an explanation:

1F. SF-424 Declaration

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

I AGREE:

21. Authorized Representative

Prefix: Ms.

First Name: Bertha

Middle Name:

Last Name: Henry

Suffix:

Title: County Administrator

Telephone Number: (954) 357-7353
(Format: 123-456-7890)

Fax Number: (954) 357-5521
(Format: 123-456-7890)

Email: bhenry@broward.org

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 09/14/2018

1G. HUD 2880

Applicant/Recipient Disclosure/Update Report - Form 2880
U.S. Department of Housing and Urban Development
OMB Approval No. 2510-0011 (exp.11/30/2018)

Applicant/Recipient Information

1. Applicant/Recipient Name, Address, and Phone

Agency Legal Name: Broward County, Florida

Prefix: Ms.

First Name: Bertha

Middle Name:

Last Name: Henry

Suffix:

Title: County Administrator

Organizational Affiliation: Broward County, Florida

Telephone Number: (954) 357-7353

Extension:

Email: bhenry@broward.org

City: Fort Lauderdale

County: Broward

State: Florida

Country: United States

Zip/Postal Code: 33301

2. Employer ID Number (EIN): 59-6000531

3. HUD Program: Continuum of Care Program

4. Amount of HUD Assistance Requested/Received: \$1,004,769.00

(Requested amounts will be automatically entered within applications)

5. State the name and location (street address, city and state) of the project or activity: S + C Permanent Housing 88 Units 115 S Andrews Avenue Fort Lauderdale Florida

Refer to project name, addresses and CoC Project Identifying Number (PIN) entered into the attached project application.

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? Yes
 (For further information, see 24 CFR Sec. 4.3).

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9. Yes

Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/Local Agency Name and Address	Type of Assistance	Amount Requested / Provided	Expected Uses of the Funds
Broward County, Florida 115 S. Andrews Ave Rm# A370 Ft Lauderdale, FL 33301	Cash Match	\$1,386,586.00	CoC eligible Activities Match
Broward County, Florida, 115 S Andrews Ave Rm# A370 Ft Lauderdale, FL 33301	In Kind Match	113366.0	CoC eligible Activities Match

Part III Interested Parties

You must disclose:
 1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
 2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation	Financial Interest in Project/Activity (\$)	Financial Interest in Project/Activity (%)
NA	NA	NA	\$0.00	0%
NA	NA	NA	\$0.00	0%
NA	NA	NA	\$0.00	0%
NA	NA	NA	\$0.00	0%
NA	NA	NA	\$0.00	0%

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional nondisclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

I AGREE:

Name / Title of Authorized Official: Bertha Henry, County Administrator

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 09/14/2018

1H. HUD 50070

HUD 50070 Certification for a Drug Free Workplace

Applicant Name: Broward County, Florida

Program/Activity Receiving Federal Grant Funding: CoC Program

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:	
a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.	e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
b. Establishing an on-going drug-free awareness program to inform employees --- (1) The dangers of drug abuse in the workplace (2) The Applicant's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted --- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;	g. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.
d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will --- (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;	

Sites for Work Performance.

The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Workplaces, including addresses, entered in the attached project application.
 Refer to addresses entered into the attached project application.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and

X

accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Authorized Representative

Prefix: Ms.

First Name: Bertha

Middle Name

Last Name: Henry

Suffix:

Title: County Administrator

Telephone Number: (954) 357-7353
(Format: 123-456-7890)

Fax Number: (954) 357-5521
(Format: 123-456-7890)

Email: bhenry@broward.org

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 09/14/2018

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file

the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate:

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Applicant's Organization: Broward County, Florida

Name / Title of Authorized Official: Bertha Henry, County Administrator

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 09/14/2018

1J. SF-LLL

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.
Approved by OMB0348-0046

HUD requires a new SF-LLL submitted with each annual CoC competition and completing this screen fulfills this requirement.

Answer "Yes" if your organization is engaged in lobbying associated with the CoC Program and answer the questions as they appear next on this screen. The requirement related to lobbying as explained in the SF-LLL instructions states: "The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action."

Answer "No" if your organization is NOT engaged in lobbying.

Does the recipient or subrecipient of this CoC grant participate in federal lobbying activities (lobbying a federal administration or congress) in connection with the CoC Program? No

Legal Name: Broward County, Florida
Street 1: 115 S Andrews Avenue
Street 2: A370
City: Fort Lauderdale
County: Broward
State: Florida
Country: United States
Zip / Postal Code: 33301

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify that this information is true and complete.

X

Authorized Representative

Prefix: Ms.

First Name: Bertha

Middle Name:

Last Name: Henry

Suffix:

Title: County Administrator

Telephone Number: (954) 357-7353
(Format: 123-456-7890)

Fax Number: (954) 357-5521
(Format: 123-456-7890)

Email: bhenry@broward.org

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 09/14/2018

Information About Submission without Changes

After Part 1 is completed; including this screen, Recipient Performance screen, and Renewal Grant Consolidation screen, then Parts 2-6, are available for review as "Read-Only;" except for 3A, 7A and 7B which are mandatory for all projects to update. After project applicants finish reviewing all screens, they will be guided to a "Submissions without Changes" Screen. At this screen, if applicants decide no edits or updates are required to any screens other than the mandatory questions, they can submit without changes. However, if changes to the application are required, e-snaps allows applicants to open individual screens for editing, rather than the entire application. After project applicants select the screens they intend to edit via checkboxes, click "Save" and those screens will be available for edit. Importantly, once an applicant makes those selections and clicks "Save" the applicant cannot uncheck those boxes.

If the project is a first-time renewal or selects "Fully Consolidated" on the Renewal Grants Consolidation screen, the "Submit Without Changes" function is not available, and applicants must input data into the application for all required fields relevant to the component type.

Recipient Performance

1. Has the recipient successfully submitted the APR on time for the most recently expired grant term related to this renewal project request? Yes

2. Does the recipient have any unresolved HUD Monitoring and/or OIG Audit findings concerning any previous grant term related to this renewal project request? No

3. Has the recipient maintained consistent Quarterly Drawdowns for the most recent grant term related to this renewal project request? Yes

4. Have any Funds been recaptured by HUD for the most recently expired grant term related to this renewal project request? Yes

Explain the circumstances that led HUD to recapture funds from the most recently expired grant term related to this renewal project request.

The Broward County Housing Authority completed the 2015 NoFA Award with 13.50% underutilization. The 2016 award funding is only under by 3% but projected to fully spend out by the end of the operating year.



Renewal Grant Consolidation Screen

HUD encourages the consolidation of renewal grants. As part of the FY 2018 CoC Program project application process, project applicants can request their eligible renewal projects to be part of a Renewal Grant Consolidation. This process can consolidate up to 4 renewal grants into 1 consolidated grant. This means recipients no longer must wait for grant amendments to consolidate grants. All projects that are part of a renewal grant consolidation must expire in Calendar Year (CY) 2019, as confirmed on the FY 2018 Final GIW, must be to the same recipient, and must be for the same component and project type (i.e., PH-PSH, PH-RRH, Joint TH/PH-RRH, TH, SSO, SSO-CE or HMIS).

1. Is this project application requesting to be part of a renewal grant consolidation in the FY 2018 CoC Program Competition? No
If "No" click on "Next" or "Save & Next" below to move to the next screen.

2A. Project Subrecipients

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the  icon. To view or update subrecipient information already listed, select the view  option.

Total Expected Sub-Awards: \$1,004,769

Organization	Type	Type	Sub-Award Amount
Broward County Housing Authority	La. Public Housing Authority	La. Public Housing Authority	\$1,004,769

2A. Project Subrecipients Detail

a. Organization Name: Broward County Housing Authority

b. Organization Type: La. Public Housing Authority

c. Employer or Tax Identification Number: 59-1562393

	* d. Organizational DUNS:	080191737	PLUS 4	
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e. Physical Address

Street 1: 4780 N State Road 7

Street 2:

City: Lauderdale Lakes

State: Florida

Zip Code: 33319

f. Congressional District(s): FL-020, FL-021, FL-024, FL-025, FL-022, FL-023
(for multiple selections hold CTRL key)

g. Is the subrecipient a Faith-Based Organization? No

h. Has the subrecipient ever received a federal grant, either directly from a federal agency or through a State/local agency? Yes

i. Expected Sub-Award Amount: \$1,004,769

j. Contact Person

Prefix: Mrs.

First Name: Tiffany

Middle Name:

Last Name: Garcia

Suffix:

Title: Assisted Housing Manager

E-mail Address: tgarcia@bchaf1.org

Confirm E-mail Address: tgarcia@bchaf1.org

Phone Number: 954-739-1114

Extension: 1,328

Fax Number: 954-484-5650

3A. Project Detail

1. Project Identification Number (PIN) of expiring grant: FL0258

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

2a. CoC Number and Name: FL-601 - Ft Lauderdale/Broward County CoC

2b. CoC Collaborative Applicant Name: Broward County Board of County Commissioners

3. Project Name: S + C Permanent Housing 88 Units

4. Project Status: Standard

5. Component Type: PH

5a. Does the PH project provide PSH or RRH? PSH

6. Does this project use one or more properties that have been conveyed through the Title V process? No

7. Will this renewal project be part of a new application for a Renewal Expansion Grant? No

3B. Project Description

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

1. Provide a description that addresses the entire scope of the proposed project.

The Broward County Housing Authority (BCHA) Shelter Plus Care 88 units Program serves homeless individuals and families who suffer from a severe and persistent mental illness and those who may also have co-occurring substance abuse disorder, a chronic physical illness or disability. The HUD funds are essential to this population to ensure housing stability and self-sufficiency. Broward County Housing Authority (BCHA) currently provides tenant based rental assistance in the form of scattered site units. Although BCHA is guaranteed to provide 66 units, the participant's increase of income and rent portions allow BCHA to serve more than the contracted number of households utilizing the agencies budget authority. The program offers permanent housing opportunities provided in conjunction with supportive services provided by Archways, Chrysalis Health, and Henderson Behavioral Health. These partnerships with local mental health organizations help ensure participants are receiving the necessary supportive services, which allows for the participating family to stabilize their living situation and improve their quality of life while living independently. The Shelter Plus Care 88 Unit Program is based on the nationally used Housing First model, targeting service to Broward County's most vulnerable populations. To initiate the process homeless outreach lead agencies meet with homeless individuals and initiate the (VI-SDPAT) Vulnerability Index and Service Prioritization Decision Assistance Tool to determine their vulnerability score. Once the score is established using the County's Coordinated Assessment & Housing Placement System, data is input in the HMIS/Service Point system. To ensure consistency and fairness in the referral process, all referrals are filtered through this coordinated process. The partnering supportive services agencies then document the disability and episodes of homelessness and they work collaborative with the intake team at BCHA. The collaboration between agencies provides permanent housing and case management services to allow participants to adjust to the responsibilities of independent living in regards to maintenance of residence, financial obligations and daily intake of prescribed medication. This method has resulted in housing persons within 60 days of intake. BCHA is focused on the achievement of the following three goals: 1) Obtain & Remain in Permanent Housing with a targeted measure of 80% attained; Increased Skills and Income with a targeted measure of 70% attained; and Housing Stability; Post exit, with a targeted measure of 80%. BCHA recognizes that serving families is more than simply providing housing and will continue to work collaboratively with all CoC partners including supportive services for families served though the collaboration with the Early Learning Coalition and the Broward School Board's

HEART program. The subrecipient has extensive experience managing CoC grants.

2. Does your project have a specific population focus? Yes

2a. Please identify the specific population focus. (Select ALL that apply)

Chronic Homeless	<input checked="" type="checkbox"/>	Domestic Violence	<input type="checkbox"/>
Veterans	<input type="checkbox"/>	Substance Abuse	<input checked="" type="checkbox"/>
Youth (under 25)	<input type="checkbox"/>	Mental Illness	<input checked="" type="checkbox"/>
Families with Children	<input checked="" type="checkbox"/>	HIV/AIDS	<input type="checkbox"/>
		Other (Click 'Save' to update)	<input type="checkbox"/>

Other:

3. Housing First

3a. Does the project quickly move participants into permanent housing? Yes

3b. Does the project ensure that participants are not screened out based on the following items? Select all that apply.

Having too little or little income	<input checked="" type="checkbox"/>
Active or history of substance use	<input checked="" type="checkbox"/>
Having a criminal record with exceptions for state-mandated restrictions	<input checked="" type="checkbox"/>
History of victimization (e.g. domestic violence, sexual assault, childhood abuse)	<input checked="" type="checkbox"/>
None of the above	<input type="checkbox"/>

3c. Does the project ensure that participants are not terminated from the program for the following reasons? Select all that apply.

Failure to participate in supportive services	<input checked="" type="checkbox"/>
Failure to make progress on a service plan	<input checked="" type="checkbox"/>

Loss of income or failure to improve income	<input checked="" type="checkbox"/>
Any other activity not covered in a lease agreement typically found for unassisted persons in the project's geographic area	<input checked="" type="checkbox"/>
None of the above	<input type="checkbox"/>

3d. Does the project follow a "Housing First" approach? Yes

3C. Dedicated Plus

Dedicated and DedicatedPLUS

A “100% Dedicated” project is a permanent supportive housing project that commits 100% of its beds to chronically homeless individuals and families, according to NOFA Section III.3.b.

A “DedicatedPLUS” project is a permanent supportive housing project where 100% of the beds are dedicated to serve individuals with disabilities and families in which one adult or child has a disability, including unaccompanied homeless youth, that at a minimum, meet ONE of the following criteria according to NOFA Section III.3.d:

- (1) experiencing chronic homelessness as defined in 24 CFR 578.3;
- (2) residing in a transitional housing project that will be eliminated and meets the definition of chronically homeless in effect at the time in which the individual or family entered the transitional housing project;
- (3) residing in a place not meant for human habitation, emergency shelter, or safe haven; but the individuals or families experiencing chronic homelessness as defined at 24 CFR 578.3 had been admitted and enrolled in a permanent housing project within the last year and were unable to maintain a housing placement;
- (4) residing in transitional housing funded by a joint TH and PH-RRH component project and who were experiencing chronic homelessness as defined at 24 CFR 578.3 prior to entering the project;
- (5) residing and has resided in a place not meant for human habitation, a safe haven, or emergency shelter for at least 12 months in the last three years, but has not done so on four separate occasions; or
- (6) receiving assistance through a Department of Veterans Affairs(VA)-funded homeless assistance program and met one of the above criteria at initial intake to the VA's homeless assistance system.

A renewal project where 100 percent of the beds are dedicated in their current grant as described in NOFA Section III.A.3.b. must either become DedicatedPLUS or remain 100% Dedicated. If a renewal project currently has 100 percent of its beds dedicated to chronically homeless individuals and families and elects to become a DedicatedPLUS project, the project will be required to adhere to all fair housing requirements at 24 CFR 578.93. Any beds that the applicant identifies in this application as being dedicated to chronically homeless individuals and families in a DedicatedPLUS project must continue to operate in accordance with Section III.A.3.b. Beds are identified on Screen 4B.

1. Indicate whether the project is "100% DedicatedPLUS Dedicated", "DedicatedPLUS", or "N/A", according to the information provided above.

4A. Supportive Services for Participants

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

1. For all supportive services available to participants, indicate who will provide them and how often they will be provided. Click 'Save' to update.

Supportive Services	Provider	Frequency
Assessment of Service Needs	Partner	Semi-annually
Assistance with Moving Costs	Partner	As needed
Case Management	Partner	Monthly
Child Care	Non-Partner	As needed
Education Services	Non-Partner	As needed
Employment Assistance and Job Training	Non-Partner	As needed
Food	Non-Partner	As needed
Housing Search and Counseling Services	Partner	As needed
Legal Services	Non-Partner	As needed
Life Skills Training	Partner	As needed
Mental Health Services	Partner	As needed
Outpatient Health Services	Non-Partner	As needed
Outreach Services	Partner	As needed
Substance Abuse Treatment Services	Partner	As needed
Transportation	Partner	As needed
Utility Deposits	Partner	As needed

2. Please identify whether the project includes the following activities:

2a. Transportation assistance to clients to attend mainstream benefit appointments, employment training, or jobs? Yes

2b. At least annual follow-ups with participants to ensure mainstream benefits are received and renewed? Yes

3. Do project participants have access to Yes

SSI/SSDI technical assistance provided by the applicant, a subrecipient, or partner agency?

3a. Has the staff person providing the technical assistance completed SOAR training in the past 24 months. Yes

4B. Housing Type and Location

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

The following list summarizes each housing site in the project. To add a housing site to the list, select the icon. To view or update a housing site already listed, select the icon.

Total Units: 66

Total Beds: 122

Total Dedicated CH Beds: 47

Housing Type	Housing Type (JOINT)	Units	Beds
Scattered-site apartments (...)	---	66	122

4B. Housing Type and Location Detail

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 66

b. Beds: 122

3. How many beds of the total beds in "2b. Beds" are dedicated to the chronically homeless? 47

This includes both the "dedicated" and "prioritized" beds from previous competitions.

4. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project's administration office. Projects serving victims of domestic violence, including human trafficking, must use a PO Box or other anonymous address to ensure the safety of participants.

Street 1: 4780 N State Road 7

Street 2:

City: Lauderdale Lakes

State: Florida

ZIP Code: 33319

**5. Select the geographic area(s) associated with the address:
(for multiple selections hold CTRL Key)**

129011 Broward County

5A. Project Participants - Households

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

Households	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
Total Number of Households	11	55	0	66

Characteristics	Persons in Households with at Least One Adult and One Child	Adult Persons in Households without Children	Persons in Households with Only Children	Total
Adults over age 24	11	78		89
Adults ages 18-24	5	6		11
Accompanied Children under age 18	22		0	22
Unaccompanied Children under age 18			0	0
Total Persons	38	84	0	122

Click Save to automatically calculate totals

5B. Project Participants - Subpopulations

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

Persons in Households with at Least One Adult and One Child

Characteristics	Chronically Homeless Non-Veterans	Chronically Homeless Veterans	Non-Chronically Homeless Veterans	Chronic Substance Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domestic Violence	Physical Disability	Developmental Disability	Persons not represented by listed subpopulations
Adults over age 24	11	0	0	11	0	11	3	4	0	0
Adults ages 18-24	5	0	0	0	0	0	0	0	0	0
Children under age 18	22			0	0	0	0	4	2	0
Total Persons	38	0	0	11	0	11	3	8	2	0

Click Save to automatically calculate totals

Persons in Households without Children

Characteristics	Chronically Homeless Non-Veterans	Chronically Homeless Veterans	Non-Chronically Homeless Veterans	Chronic Substance Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domestic Violence	Physical Disability	Developmental Disability	Persons not represented by listed subpopulations
Adults over age 24	78	0	0	25	1	66	19	30	0	0
Adults ages 18-24	6	0	0	0	0	0	0	0	0	0
Total Persons	84	0	0	25	1	66	19	30	0	0

Click Save to automatically calculate totals

Persons in Households with Only Children

Characteristics	Chronically Homeless Non-Veterans	Chronically Homeless Veterans	Non-Chronically Homeless Veterans	Chronic Substance Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domestic Violence	Physical Disability	Developmental Disability	Persons not represented by listed subpopulations
Accompanied Children under age 18										

Unaccompanied Children under age 18										
Total Persons	0			0	0	0	0	0	0	0

5C. Outreach for Participants

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

1. Enter the percentage of project participants that will be coming from each of the following locations.

21%	Directly from the street or other locations not meant for human habitation.
79%	Directly from emergency shelters.
0%	Directly from safe havens.
0%	Persons fleeing domestic violence.
0%	Directly from transitional housing eliminated in a previous CoC Program Competition.
	Directly from the TH Portion of a Joint TH and PH-RRH Component project.
	Persons receiving services through a Department of Veterans Affairs(VA)-funded homeless assistance program.
100%	Total of above percentages

6A. Funding Request

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

1. Do any of the properties in this project have an active restrictive covenant? No
2. Was the original project awarded as either a Samaritan Bonus or Permanent Housing Bonus project? No
3. Does this project propose to allocate funds according to an indirect cost rate? No
4. Renewal Grant Term: 1 Year
5. Select the costs for which funding is being requested:
- | | |
|---------------------|-------------------------------------|
| Leased Units | <input type="checkbox"/> |
| Leased Structures | <input type="checkbox"/> |
| Rental Assistance | <input checked="" type="checkbox"/> |
| Supportive Services | <input type="checkbox"/> |
| Operating | <input type="checkbox"/> |
| HMIS | <input checked="" type="checkbox"/> |

6C. Rental Assistance Budget

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

The following list summarizes the rental assistance funding request for the total term of the project. To add information to the list, select the icon. To view or update information already listed, select the icon.

Total Request for Grant Term:		\$929,880	
Total Units:		66	
Type of Rental Assistance	FMR Area	Total Units Requested	Total Request
TRA	FL - Fort Lauderdale, FL HUD Metro FM...	66	\$929,880

Rental Assistance Budget Detail

Type of Rental Assistance: TRA

Metropolitan or non-metropolitan fair market rent area: FL - Fort Lauderdale, FL HUD Metro FMR Area (1201199999)

Does the applicant request rental assistance funding for less than the area's per unit size fair market rents? No

Size of Units	# of Units (Applicant)		FMR Area (Applicant)	HUD Paid Rent (Applicant)		12 Months		Total Request (Applicant)
SRO		x	\$622	\$622	x		=	\$0
0 Bedroom		x	\$829	\$829	x		=	\$0
1 Bedroom	39	x	\$1,023	\$1,023	x		=	\$478,764
2 Bedrooms	23	x	\$1,307	\$1,307	x		=	\$360,732
3 Bedrooms	4	x	\$1,883	\$1,883	x		=	\$90,384
4 Bedrooms		x	\$2,303	\$2,303	x		=	\$0
5 Bedrooms		x	\$2,648	\$2,648	x		=	\$0
6 Bedrooms		x	\$2,994	\$2,994	x		=	\$0
7 Bedrooms		x	\$3,339	\$3,339	x		=	\$0
8 Bedrooms		x	\$3,685	\$3,685	x		=	\$0
9 Bedrooms		x	\$4,030	\$4,030	x		=	\$0
Total Units and Annual Assistance Requested	66							\$929,880
Grant Term								1 Year
Total Request for Grant Term								\$929,880

Click the 'Save' button to automatically calculate totals.

6D. Sources of Match

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

The following list summarizes the funds that will be used as Match for the project. To add a Matching source to the list, select the icon. To view or update a Matching source already listed, select the icon.

Summary for Match

Total Value of Cash Commitments:	\$0
Total Value of In-Kind Commitments:	\$251,196
Total Value of All Commitments:	\$251,196

1. Does this project generate program income as described in 24 CFR 578.97 that will be used as Match for this grant? No

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

Match	Type	Source	Contributor	Date of Commitment	Value of Commitments
Yes	In-Kind	Private	Banyan Health Sys...	08/17/2018	\$19,030
Yes	In-Kind	Private	Archways	08/17/2018	\$22,836
Yes	In-Kind	Private	Henderson Behavio...	08/17/2018	\$194,106
Yes	In-Kind	Private	Chrysalis Health	08/17/2018	\$15,224

Sources of Match Detail

- 1. Will this commitment be used towards Match?** Yes
- 2. Type of Commitment:** In-Kind
- 3. Type of Source:** Private
- 4. Name the Source of the Commitment:** Banyan Health Systems
(Be as specific as possible and include the office or grant program as applicable)
- 5. Date of Written Commitment:** 08/17/2018
- 6. Value of Written Commitment:** \$19,030

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

Sources of Match Detail

- 1. Will this commitment be used towards Match?** Yes
- 2. Type of Commitment:** In-Kind
- 3. Type of Source:** Private
- 4. Name the Source of the Commitment:** Archways
(Be as specific as possible and include the office or grant program as applicable)
- 5. Date of Written Commitment:** 08/17/2018
- 6. Value of Written Commitment:** \$22,836

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

Sources of Match Detail

- 1. Will this commitment be used towards Match?** Yes
- 2. Type of Commitment:** In-Kind
- 3. Type of Source:** Private
- 4. Name the Source of the Commitment:** Henderson Behavioral Health
(Be as specific as possible and include the office or grant program as applicable)
- 5. Date of Written Commitment:** 08/17/2018
- 6. Value of Written Commitment:** \$194,106

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

Sources of Match Detail

- 1. Will this commitment be used towards Match?** Yes
- 2. Type of Commitment:** In-Kind
- 3. Type of Source:** Private
- 4. Name the Source of the Commitment:** Chrysalis Health
(Be as specific as possible and include the office or grant program as applicable)
- 5. Date of Written Commitment:** 08/17/2018
- 6. Value of Written Commitment:** \$15,224

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

6E. Summary Budget

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

The following information summarizes the funding request for the total term of the project. Budget amounts from the Leased Units, Rental Assistance, and Match screens have been automatically imported and cannot be edited. However, applicants must confirm and correct, if necessary, the total budget amounts for Leased Structures, Supportive Services, Operating, HMIS, and Admin. Budget amounts must reflect the most accurate project information according to the most recent project grant agreement or project grant agreement amendment, the CoC's final HUD-approved FY 2017 GIW or the project budget as reduced due to CoC reallocation. Please note that, new for FY 2017, there are no detailed budget screens for Leased Structures, Supportive Services, Operating, or HMIS costs. HUD expects the original details of past approved budgets for these costs to be the basis for future expenses. However, any reasonable and eligible costs within each CoC cost category can be expended and will be verified during a HUD monitoring.

Eligible Costs	Total Assistance Requested for 1 year Grant Term (Applicant)
1a. Leased Units	\$0
1b. Leased Structures	\$0
2. Rental Assistance	\$929,880
3. Supportive Services	\$0
4. Operating	\$0
5. HMIS	\$11,740
6. Sub-total Costs Requested	\$941,620
7. Admin (Up to 10%)	\$63,149
8. Total Assistance plus Admin Requested	\$1,004,769
9. Cash Match	\$0
10. In-Kind Match	\$251,196
11. Total Match	\$251,196
12. Total Budget	\$1,255,965

7A. Attachment(s)

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No	certifications	09/14/2018
2) Other Attachmenbt	No	MOUs	08/31/2018
3) Other Attachment	No	match and leverage	08/31/2018

Attachment Details

Document Description: certifications

Attachment Details

Document Description: MOUs

Attachment Details

Document Description: match and leverage

7A. In-Kind Match MOU Attachment

Document Type	Required?	Document Description	Date Attached
In-Kind Match MOU	No	MOUs	08/31/2018

Attachment Details

Document Description: MOUs

7B. Certification

A. For all projects: Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state 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 for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance. It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for Rental Assistance Projects:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 578.33(d) or 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For non-Rental Assistance Projects Only.

20-Year Operation Rule.

Applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

15-Year Operation Rule – 24 CFR part 578 only.

Applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 15 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

C. Explanation.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall provide an explanation.

Name of Authorized Certifying Official Bertha Henry
Date: 09/14/2018
Title: County Administrator
Applicant Organization: Broward County, Florida

PHA Number (For PHA Applicants Only):

I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).

X

Submission Without Changes

1. Are the requested renewal funds reduced from the previous award as a result of reallocation? No

2. Do you wish to submit this application without making changes? Please refer to the guidelines below to inform you of the requirements. Make changes

3. Specify which screens require changes by clicking the checkbox next to the name and then clicking the Save button.

Part 2 - Subrecipient Information	
2A. Subrecipients	<input type="checkbox"/>
Part 3 - Project Information	
3A. Project Detail	<input checked="" type="checkbox"/>
3B. Description	<input type="checkbox"/>
3C. Dedicated Plus	<input type="checkbox"/>
Part 4 - Housing Services and HMIS	
4A. Services	<input type="checkbox"/>
4B. Housing Type	<input type="checkbox"/>
Part 5 - Participants and Outreach Information	
5A. Households	<input type="checkbox"/>
5B. Subpopulations	<input type="checkbox"/>
5C. Outreach	<input type="checkbox"/>
Part 6 - Budget Information	
6A. Funding Request	<input type="checkbox"/>
6C. Rental Assistance	<input type="checkbox"/>

6D. Match	<input type="checkbox"/>
6E. Summary Budget	<input type="checkbox"/>
Part 7 - Attachment(s) & Certification	
7A. Attachment(s)	<input checked="" type="checkbox"/>
7A. In-Kind Match MOU Attachment	<input type="checkbox"/>
7B. Certification	<input checked="" type="checkbox"/>

The applicant has selected "Make Changes" to Question 2 above. Please provide a brief description of the changes that will be made to the project information screens (bullets are appropriate):

Updates made to the following : 2a award amount, Part 3 Project information in section 3A project detail and description, part 6 budget information under 6D match

The applicant has selected "Make Changes". Once this screen is saved, the applicant will be prohibited from "unchecking" any box that has been checked regardless of whether a change to data on the corresponding screen will be made.

8B Submission Summary

Page	Last Updated
1A. SF-424 Application Type	09/14/2018
1B. SF-424 Legal Applicant	No Input Required

Renewal Project Application FY2018	Page 53	09/14/2018
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1C. SF-424 Application Details	No Input Required
1D. SF-424 Congressional District(s)	09/14/2018
1E. SF-424 Compliance	09/14/2018
1F. SF-424 Declaration	09/14/2018
1G. HUD-2880	09/14/2018
1H. HUD-50070	09/14/2018
1I. Cert. Lobbying	09/14/2018
1J. SF-LLL	09/14/2018
Recipient Performance	09/14/2018
Renewal Grant Consolidation	09/14/2018
2A. Subrecipients	09/14/2018
3A. Project Detail	09/14/2018
3B. Description	09/14/2018
3C. Dedicated Plus	09/14/2018
4A. Services	09/14/2018
4B. Housing Type	09/14/2018
5A. Households	09/14/2018
5B. Subpopulations	No Input Required
5C. Outreach	09/14/2018
6A. Funding Request	09/14/2018
6C. Rental Assistance	09/14/2018
6D. Match	09/14/2018
6E. Summary Budget	No Input Required
7A. Attachment(s)	09/14/2018
7A. In-Kind Match MOU Attachment	09/14/2018
7B. Certification	09/14/2018
Submission Without Changes	09/14/2018



HUMAN SERVICES DEPARTMENT
COMMUNITY PARTNERSHIPS DIVISION / Homeless Initiative Partnership Section
115 S Andrews Avenue, Room A-370 • Fort Lauderdale, Florida 33301 • 954-357-6101 • FAX 954-357-5521

MEMORANDUM

DATE: September 14, 2018

TO: U.S. Department of Housing and Urban Development
Notice of Funding Availability for Fiscal Year (FY)2018
Review Committee

FROM: Rebecca McGuire, Acting Administrator
Homeless Initiative Partnership Section,
FL-601-CoC 

SUBJECT: Change in Applicant Name

Per the attached HUD Exchange Ask A Question Response to Question ID 126701, a change in the Legal name of our CoC was requested from Broward County Board of County Commissioners to Broward County, FL. It is a slight difference.

The Certificates of Consistency were secured prior to the name change request. For most of the Certificates, we were able to secure corrected ones. Both are attached. Some Certificates are from other municipalities and will take time to receive signed Certificates with the new name; but the needed information to confirm the consistency with the jurisdiction's Consolidated Plan is on each original attached Certificate.

The Project names are identified on each Certificate.

Subject: FW: Question Response for e-snaps Question ID 126701 - HUD Exchange Ask A Question

Question Status: Answered

Thank you for submitting a question via the HUD Exchange. The response to your question is listed below.

Requestor Name: Susan Batchelder

Requestor Email: sbatchelder@broward.org

Question Related To: e-snaps

Question ID: 126701

Question Subject:

NoFA requirements

Question Text:

We have requested a change of legal name from Broward County Board of County Commissioners, to Broward County, FL.

Per previous instructions, the Applicant Profile was updated to read Broward County, FL

Prior to the change over, all of the Certificates of Consistency were secured with the Applicant name as Broward County Board of County Commissioners. What do we have to do to confirm this is not a technical issue? Do the Certificates of Consistency all have to be corrected? Or can we submit a memo stating the reason? Can we submit as is?

Please advise

Additional Information:

Added by Requestor on 09-13-2018 10:39 AM (ET)

This is for the NoFA competition please expedite, 7-10 days will not assist our application.

Response:

You may submit the Consistency with the Consolidated Plan (HUD-2991) as they are currently with a memo stating the change in the applicant name since there is just a slight difference. The purpose of the HUD-2991 is a confirmation for the jurisdiction where the projects are located that these projects are needed and consistent with the jurisdiction's Consolidated Plan. We assume that the name of the projects are include on the HUD-2991s as well.

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: Broward County, Florida

Project Name: S + C Permanent Housing 88 Units

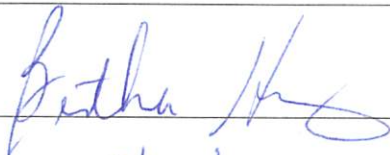
Location of the Project: Scattered sites throughout Broward County

Name of the Federal Program to which the applicant is applying: HUD Continuum of Care Homeless Assistance Competition

Name of Certifying Jurisdiction: Broward County, Florida

Certifying Official of the Jurisdiction Name: Bertha Henry

Title: County Administrator

Signature: 

Date: 9/13/2018

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.

(Type or clearly print the following information :)

Applicant Name: Broward County Board of County Commissioners

Project Name: S+C Permanent Housing 88 Units

Location of the Project: Scattered Sites in Broward County


Name of the Federal Program to which the applicant is applying: HUD Continuum of Care Homeless Assistance Competition

Name of Certifying Jurisdiction: Broward County, Florida

Certifying Official of the Jurisdiction

Name: Bertha Henry

Title: County Administrator

Signature: 

Date: 08/17/18

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Broward County Housing Authority

Program/Activity Receiving Federal Grant Funding

S + C Permanent Housing 88 Units

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

4780 North State Road 7
Lauderdale Lakes, Florida 33319

Scattered Site

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)


Name of Authorized Official

Ann Deibert

Title

Chief Executive Officer

Signature

X 

Date

8/9/2018

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): Broward County Housing Authority 4780 N State Road 7 Lauderdale Lakes, FL 33319 954-739-1114		2. Social Security Number or Employer ID Number: 59-1562393
3. HUD Program Name S + C Permanent Housing 88 Unit		4. Amount of HUD Assistance Requested/Received \$1,004,769
5. State the name and location (street address, City and State) of the project or activity: Broward County Housing Authority 4780 N State Road 7 Lauderdale Lakes, FL 33319		

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No.
--	---

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

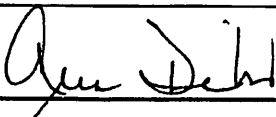
Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: x 	Date: (mm/dd/yyyy) 08/15/2018
---	----------------------------------

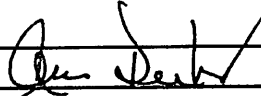
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: BROWARD COUNTY HOUSING AUTHORITY 4780 North State Road 7 Lauderdale Lakes, Florida 33319 Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Broward County Board of Commissioners 115 South Andrews Avenue, Room A370 Fort Lauderdale, FL 33301 Congressional District, if known: <u>FL 20/21/22/23/24/25</u>	
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: \$ N/A	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> N/A	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Ann Deibert</u> Title: <u>Chief Executive Officer</u> Telephone No.: <u>954-739-1114</u> Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

Entity Dashboard

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
 - ▶ [Core Data](#)
 - ▶ [Assertions](#)
 - ▶ [Reps & Certs](#)
 - ▶ [POCs](#)
- ▶ [Reports](#)
 - ▶ [Service Contract Report](#)
 - ▶ [BioPreferred Report](#)
- ▶ [Exclusions](#)
 - ▶ [Active Exclusions](#)
 - ▶ [Inactive Exclusions](#)
 - ▶ [Excluded Family Members](#)

[BACK TO USER DASHBOARD](#)

Broward County Housing Authority
DUNS: 080191737 CAGE Code: 398S3
Status: Active
Expiration Date: 11/28/2018
Purpose of Registration: Federal Assistance Awards Only

4780 N State Rd 7

Lauderdale Lakes, FL, 33319-5860,

UNITED STATES

Entity Overview

Entity Registration Summary

DUNS: 080191737
Name: Broward County Housing Authority
Business Type: US State Government
Last Updated By: Noah Szugajew
Registration Status: Active
Activation Date: 11/28/2017
Expiration Date: 11/28/2018

Exclusion Summary

Active Exclusion Records? No

SAM Search Results
List of records matching your search for :

Search Term : broward* county* housing* authority*
Record Status: Active

ENTITY	Broward County Housing Authority	Status: Active
DUNS: 080191737	+4:	CAGE Code: 398S3 DoDAAC:
Expiration Date: Nov 28, 2018 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 4780 N State Rd 7		
City: Lauderdale Lakes		State/Province: FLORIDA
ZIP Code: 33319-5860		Country: UNITED STATES

BROWARD COUNTY HOUSING AUTHORITY Code of Conduct for HUD Grant Programs

Federal regulations (2 CFR part 200) and HUD's Notices of Funding Availability (NOFA) for discretionary funds require non-Federal entities receiving Federal assistance awards, excluding States, to develop and maintain written standards/codes of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest (2 CFR 200.318 (c)(1)). HUD grantees are required to submit their code of conduct to HUD.

The Broward County Housing Authority addresses Code of Conduct in the Personnel Manual Revised December 16, 2016. The Code of Conduct requirements and expectations are addressed in the manual in the following areas: Section 4 (Nepotism) page 2; Section 31 (Employee Conduct) page 21; Section 32 (Employee Disclosures) page 21; Section 33 (Special Conditions) page 22; and Section 34 (Code of Ethics) page 22. These sections of the manual provide standards which prohibit real and apparent conflicts of interest that may arise among officers, employees or agents, or any member of his or her immediate family, his or her partner or an organization that employs any of the indicated parties; as applicable the standards cover organizational conflicts of interest; notate the prohibition of the solicitation and acceptance by employees of gifts or gratuities in excess of a minimum value; and provide for administrative and disciplinary actions to be applied for violations of such standards. The standards highlighted from the manual are below:

EMPLOYEE CONDUCT: A. Every employee of the BCHA shall conduct himself or herself in a manner that will be a credit to the goals of the Authority. B. Employees should not presume to speak for, or on behalf of, the BCHA on policies. C. Because of the potential for miscommunication, misunderstandings and conflict of interest, BCHA does not permit any fraternization between employees and asset management residents or assisted housing assistance recipients. This policy applies to all employees. D. No BCHA employee or family member of a BCHA employee shall enter into any contract with, or otherwise conduct business with the BCHA. This includes doing business as an Assisted Housing (formerly Section 8) Program landlord. If an employee or family member wishes to participate as a landlord in the Assisted Housing (formerly Section 8) Program, they may do it through one of the other Public Housing Agencies in Broward County. E. BCHA employees shall refrain from involving themselves in any way with the management of the case of an Assisted Housing (formerly Section 8) voucher holder or Public Housing resident. This includes transmitting to or from the BCHA any official documents related to the voucher holder or tenant. F. For purposes of Employee Conduct, the term "family member" is defined as a parent, sister, brother, spouse, domestic partner (domiciled in the household of the employee) son, daughter, grandparent(s), mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, stepparent, stepchild, stepbrother and stepsister of any BCHA employee.

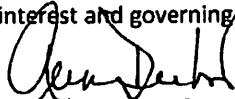
EMPLOYEE DISCLOSURES: A. Employees who are Assisted Housing (formerly Section 8) voucher holders are required to report this to the VP Assisted Housing. Employees who are Public Housing tenants of the BCHA are required to report this information to the VP Asset Management. B. Any Asset Management staff person who finds that there is a tenant who is related to him/her must report this to the VP Asset Management. C. A BCHA employee who is a family member of an Assisted Housing (formerly Section 8) voucher holder, and that family member holds a voucher issued by the BCHA, is required to disclose this information to the VP Assisted Housing.

EMPLOYEE DISCLOSURES Continued: Those family member's vouchers will be managed by the Assistant VP Assisted Housing or a designated Supervisor. D. In the event a household member of a BCHA employee is an Assisted Housing (formerly Section 8) landlord, the BCHA employee shall disclose this information to the VP Assisted Housing. The household member's Assisted Housing matters will be managed by the Assistant VP Assisted Housing or a Supervisor.

SPECIAL CONDITIONS: Any employee affected by this policy has the right to request that the CEO waive the application or a specific policy due to special circumstances.

CODE OF ETHICS: To avoid misunderstandings and conflicts of interest, which could arise, the following policies shall be adhered to by employees of the BCHA. This policy is in accordance with Chapter 112; Part III of the Florida Statutes entitled "*Code of Ethics for Public Officers and Employees.*" - A. No employee shall accept any gift, favor or service. B. No employee shall use or attempt to use his/her position to secure special privileges or exemptions for himself/herself or others, except as may be provided by policy and/or law. C. No employee shall accept employment or engage in business or professional activity, which he/she might reasonably expect, would require or induce him/her to disclose confidential information acquired by him/her by reason of his/her official position. D. No employee shall disclose confidential information gained by reason of his/her official position, nor shall he/she otherwise use such information for his/her personal gain or benefit. E. No employee shall transact any business in his/her official capacity with any business entity of which he/she is an officer, director, agent or member, or in which he/she owns a controlling interest. Any violation of the provisions of this policy shall be subject to review and appropriate disciplinary action. When an employee of the BCHA has any doubt as to the application of this policy, as it relates to himself/herself, he/she should discuss the possible violation with his/her Supervisor or the Chief Executive Officer.

The Broward County Housing Authority affirms that the agency meets the requirements for Federal regulation §200.318 for the Code of Conduct for HUD programs. These policies and procedures from the Broward County Housing Authority's personnel manual are submitted and represent the written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.



Ann Deibert, Chief Executive Officer
Broward County Housing Authority
4780 North State Road 7
Lauderdale Lakes, Florida 33319
adeibert@bchaf1.org
(954) 739-1114

Memorandum of Understanding Between Broward County Housing Authority and Archways, Inc

This Memorandum of Understanding (MOU) is made by and between Broward County Housing Authority (BCHA) located at 4780 North State Road 7, Lauderdale Lakes FL 33319 and Archways, Inc, herein referred to as the 'Provider', located at 919 NE 13th St, Fort Lauderdale FL 33304 regarding the S+C 88 Unit Continuum of Care Program (formerly known as the Shelter plus Care Program).

Background

The Continuum of Care Program (formerly known as Shelter plus Care) is funded by a grant from the United States Department of Housing and Urban Development (HUD). The S+C Permanent Housing 88 unit program is more specifically described in exhibit A, Project Description. The program is designed to provide affordable housing and supportive services to homeless individuals who are mentally ill, and may have co-occurring substance abuse disorder, physical illness, or other disabilities that impede their ability to live independently. The BCHA provides Tenant Based Rental Assistance/Permanent Housing under this program as contracted with the Broward County Government - Homeless Initiative Partnership. Program requirements are outlined in 24 Code of Federal Regulations (CFR) 578 (exhibit B).

It is understood by both parties, that Part 578 has changed the permitted method of referral into the Continuum of Care Program. All applicants must be located via the Broward County Continuum of Care Coordinated Assessment System. The Provider may have separate agreement with Broward County to receive applicants for the purpose of referring the applicant to the Continuum of Care Program.

Purpose of Memorandum of Understanding

The BCHA and the Provider have committed to participate in the Continuum of Care Program to provide necessary service to the target population. The purpose of the Memorandum of Understanding (MOU) is to clearly identify the services to be provided and the responsibilities of the Provider and the responsibilities of BCHA.

The tenant-based rental assistance will be provided through the Continuum of Care Grant and combined with case management and other core supportive services. The supportive services will be designed to assist participants in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently.

Scope of Services

The Housing Authority will perform the following activities:

1. Perform initial, interim, and annual income certifications for program participant referrals for qualification of housing and continued eligibility.
2. Conduct initial, complaint, and annual Housing Quality Standards (HQS) inspections in accordance with applicable regulations.
3. Conduct initial and periodic Rent Reasonableness studies in accordance with applicable regulations.
4. Use Continuum of Care grant funds to pay for rental assistance to landlords.

5. Monitor grant performance and submit annual grant reports to HUD via the Broward County Continuum of Care as well as any reports required under contract with the Broward County Homeless Initiative Partnership.
6. Enter participant data in the County authorized Homeless Management Information System (HMIS), proper consent forms will be utilized.
7. Notify the Provider of any participant issues/problems that case management should be made aware of.
8. Track Supportive Service Match and notify Provider of insufficient match.
9. Notify the Provider of any changes to the Housing Authority contacts for this MOU.

The Provider, unconditionally commits to be responsible for:

1. Designating a single contact person/liaison for the grant.
2. Case Management Services for the qualifying member, provided by a case manager, social worker or other Human Services Professional, which includes, but is not limited to:
 - a. Conduct outreach to persons eligible for the program, including attending county initiated meetings to obtain information on homeless persons and select those that may meet program requirements.
 - b. Completion of entire referral packet, disability, and homelessness documentation, and submission in accordance with standards issued by the Broward County Housing Initiative Partnership.
 - c. Assisting participant in completion of paperwork, locating, securing, and maintaining housing within the program parameters.
 - d. Communicate with landlords, agents, and owners to ensure the family can be successful in the program which may include obtaining proper releases from the parties to ensure seamless coordination of service.
 - e. Attending all BCHA appointments with the program participant in order to assist with the process and to be aware of any needs that may come forward during said appointments.
 - f. A minimum of once per month contact with the program participant.
 - g. Provision of, or referral to, any assistance the participant and/or their family members in the household may need in order to retain independent living under the program.
 - h. Annual Assessment of Services
 - i. Provide written certification of Annual Assessment of Services and continued eligibility for services.
 - ii. If participant is ready to graduate from services, to provide written notification to the BCHA and provide coordination of services until participant has been officially housed under another program (based on program availability) or transitioned to stable housing.
 - iii. Provide the update to BCHA on client status post exit at 6 month transition.
 - i. Make written recommendations in the event the participant has violated his/her responsibilities under the program including support of termination or action plan to resolve issue resulting in program violation. BCHA and Provider will make all efforts to mediate program violations before pursuing termination. If a termination action is pursued, the Provider representatives must attend and participate in informal

- termination hearings or mediations as necessary, especially those initiated by the Provider.
- j. Communicate with BCHA designated staff should a serious issue arise during participation in the program.
 - k. Any other requirements the Provider may have under their own policy, regulation or other requirements of the program.
3. Provision of other supportive services that may be required, provided by Psychiatrist, Psychologist, Social Worker, Nurse, Case Management or other Human Service Provider which may include but are not limited to: Counseling, Medication Management, Peer Specialists, Case Management and Nursing services.
 4. Maintenance and documentation of case management records, including but not limited to:
 - a. Monthly Match documentation.
 - b. Semi-Annual Data as described in Record Keeping and Reporting, including attainment of goals during the operating year of the grant(s).
 - c. Provide documentation of Annual Assessment of Services at the participant's annual reexamination.
 - d. Provide significant accomplishments for use in Annual Progress Reports to HUD.
 5. Referral to or Provision of Crisis Support Services.
 6. Referral to or Provision of Social Rehabilitation and Vocational Support Services as appropriate.
 7. Attend trainings/meetings as needed requested by BCHA and the Broward County Homeless Initiative Partnership.
 8. The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

The Provider agrees to supply Leverage at the rate of 75% of the Housing Assistance Payments plus Administrative costs. Any match in excess of the required 25% will be utilized as leverage under this Program.

Recordkeeping and Reporting

Provider agrees to maintain on a current basis documentation of matching service contributions, eligibility and occupancy records, as may be applicable, complete and current monthly service logs, application logs, and all related documents and records to assure proper accounting of fund and performance under the terms of this MOU. Record access and retention should be in accordance with the Broward County Human Services Department Community Partnerships Division "Handbook for Contracted Services Providers". Provider agrees to participate in local and national evaluation of the Continuum of Care Program using a data collection system developed by Broward County and HUD respectively.

Documentation of Match will be submitted on a Monthly basis to the BCHA no later than the 10th of each month. Match documentation will be in the form of an 'Electronic Health Care Record – Client Account Record' which will supply the date of service, service type, and cost of service.

Month Services Rendered	Match Documentation Due
January	2/10
February	3/10
March	4/10
April	5/10
May	6/10
June	7/10
July	8/10
August	9/10
September	10/10
October	11/10
November	12/10
December	01/10

Semi-Annual Reports reflect the goals set forth in the Grant Application and BCHA agreements with Broward County Homeless Initiative Partnership Administration. Provider agrees to submit a list of participants that have accomplished a goal on the Individual Service Plan and a list of the participants that did not accomplish at least one goal on the Individual Service Plan during the term of this MOU.

Data is due to BCHA designated staff as follows:

	Time Period Covered	Due to BCHA
Period 1	November 1, 2019 to April 30, 2020	May 15, 2020
Period 2	May 1, 2019 to October 31, 2020	November 15, 2020

Annual Assessment of Services

The Provider agrees to provide to BCHA with a Confirmation of Annual Assessment of Services for the participant during the intake process and at least annually so long as the participant remains on the program.

Accomplishments

The Annual Progress Reports require narratives that include the significant accomplishments of the program participants. Provider agrees to immediately notify the BCHA as participants reach significant accomplishments. Such notification shall be by e-mail to the assigned Occupancy Specialist.

Other Communication

If the participant moves out of the subsidized unit, is placed in a facility, arrested, deceased, or otherwise not in the unit, the Provider agrees to notify the BCHA and provide written verification upon request. Notification via e-mail is an acceptable method of notification.

In accordance with Broward County Human Services Department Community Partnerships Division, "Handbook for Contracted Services Providers", notification of such matters must occur within 24 hours of such incident.

Indemnity and Insurance

Provider shall indemnify BCHA, its' officers and employees against any and all liability for injury and damage caused by any negligent or willful act of omission of Provider or any of Provider's employees or volunteers in the performance of duties specified in this MOU.

BCHA shall likewise indemnify and hold Provider harmless. Provider shall have General Liability, Workers' Compensation, Automobile and Professional insurance coverage as required and appropriate. Proof of coverage will be provided upon request of the BCHA.

Compliance with Federal Regulations

Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the Continuum of Care Program, including but not limited to the requirements of 24 CFR 578 Continuum of Care Program. There will be no displacement of participants through the provision of services pursuant to this MOU.

Confidentiality

Provider must have written procedures and policy to ensure the safety and confidentiality of all records containing personally identifying information of any individual or family who applies for or receives Continuum of Care assistance.

Non-Discrimination and Equal Opportunity

Provider agrees that no person shall, on the ground of race, color, religion, national origin, sex, sexual orientation, handicap, ancestry, familial status, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program participating in the Continuum of Care Program or funded in whole or in part with funds made available to Provider pursuant to this MOU.

Training

The BCHA will offer training to designated Provider staff as it relates to the Continuum of Care application procedures and eligibility requirements

Other Concerns

The BCHA requires the participant to receive case management/supportive services under the program. The BCHA is aware that in certain circumstances the Provider may not be able to provide services to the participant for reasons other than participant non-compliance. In such cases, the Provider will notify the BCHA immediately of such circumstance and ensure the participant is transitioned to another case management agency. The Provider will supply the BCHA with contact information for the new supportive service provider.

Term

The term of this MOU is 11/01/2019 to 10/31/2020 and shall automatically renew under the same term and conditions, unless terminated earlier in accordance with this section.

This agreement may be terminated in whole or in part by either party without cause. The agreement will be deemed to be terminated 30 days after written notice of intent to terminate has been received by the other party. This notification must include the reason for termination. This agreement will terminate automatically if either agency ceases operations. In the event of termination, all required reports will be completed through the end of the agreement period.

Independent Contractor


This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each party is an independent contractor for this MOU and are not the other parties' employees for all purpose, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the federal Unemployment Tax Act, and the State of unemployment insurance law. Each party shall retain sole and absolute discretion in the judgement of the manner and means of carrying out their respective responsibilities hereunder. The parties agree that each party is a separate and independent enterprise, that they have the full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This MOU shall not be construed as creating any joint employment relationship between the parties and the parties will not be liable for any obligation incurred by the other parties, including but not limited to unpaid minimum wages and/or overtime premiums.

Amendment

This MOU may be amended with the written agreement by both agencies.

In witness whereof, the parties hereto have caused this agreement to be executed this 20th day of August 2018.

Broward County Housing Authority

By: 
Ann Deibert, Chief Executive Officer

Date: 8/20/18

Witnesses: 

Print: Linda Francois

Date: 8/20/2018

Archways Health Systems

By: 
Andrea Katz, Chief Executive Officer

Date: 8/20/18

By: 

Print: Marie C. Fairchild

Date: 8/20/18

EXHIBIT 'A'
Project Description
S+C 88 Unit Continuum of Care Program

Broward County Housing Authority (BCHA) shall provide tenant based rental assistance in scattered site units to at least sixty-six (66) Chronically Homeless Persons, with special needs, who are diagnosed with serious and persistent mental illness and who may also have co-occurring substance abuse disorders, chronic physical illness, or disabilities that impedes their ability to live independently, BCHA shall make rental assistance payments for the Participant's units within Broward County, Florida.

The Project shall involve the assertive outreach of the Broward County Continuum of Care under the Zero: 2016 program or other such program as designated by the Continuum of Care and the Broward County Government. BCHA will collaborate with the Continuum of Care, Coordinated Assessment Committee and Provider. Referrals will originate from the Broward County Coordinated Assessment Committee, to the approved Service provider, then to the BCHA for Tenant-Based Rental Assistance.

Housing assistance will be provided in conjunction with supportive services designed to assist Participant in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently. Case management, access to mental health, medical health, day treatment, substance abuse treatment, or other social services that are needed by the Participant/household and other core support services will be supplied or referred by the Provider pursuant to a written agreement between BCHA and the Provider.

The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

Any match in excess of the required 25% will be utilized towards the leverage requirement under this Program.

BCHA will ensure that the Provider pre-screens Participants for eligibility according to HUD regulations and definitions, and will ensure that the Provider supplies the documentation of supportive service match.

I. Definitions

- a. **Annual Performance Report (APR):** Means the yearly report required which captures statistical data relating to Participants served, progress to meeting program goals, grant expenditures, and match information, and other information used by HUD and County for performance and trend analyses.
- b. **Disabling Condition:** means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including co-occurrence of two (2) or more of these conditions.
- c. **Match:** means supportive services provided in an amount at the minimum equal to the rental assistance provided during the term of this agreement. Each Participant does not need to receive the same amount of services as rental assistance.
- d. **Leverage:** Cash or in-kind contributions in excess of match amount.

- e. **Operating Year:** means the time period beginning November 1 and ending October 31 of each grant year.
 - f. **Project Administration/Administrative Costs:** means the costs associated with processing rental payments to landlords, examining Participant income, inspecting units for compliance with housing quality standards, and receiving Participants into the program. Administrative costs exclude the costs of preparing the grant itself. Administrative costs are equal to 7% of the award.
 - g. **Project Area:** means Broward County, Florida
 - h. **Single Room Occupancy (SRO)** means a housing unit for occupancy by one person which is not required to but may contain food preparation or sanitary facilities or both.
 - i. **Tenant-based rental assistance:** means rental assistance which permits Participants to choose housing of an appropriate size in which to reside. Rental assistance is retained if the Participant moves within the Project area and maintains compliance with responsibilities under the Program.
 - j. **Chronically Homeless:**
 - i. An individual who:
 - 1. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - 2. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four occasions in the last three years; and
 - 3. Can be diagnosed with one or more of the of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 USC 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability.
 - ii. An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (i) of this definition before entering the facility; or
 - iii. A family with an adult head of household who meets all the criteria in paragraph (i) of this definition, including a family whose composition fluctuated while the head of household has been homeless.
- II. **Services:** The Scope of Services for the Project is limited to the following:
- a. BCHA shall provide a Rental Assistance Program. The Rental Assistance Program will make rental payments for participants in accordance with the Grant Agreement.
 - b. BCHA shall provide Project Administration, including processing of rental payments to landlords, examination of Participant income, inspection of units for compliance with housing quality standards, and reception of participants into the program.

Exhibit 'B'

**24 Code of Federal Regulations
Part 578 – Continuum of Care Program**

Memorandum of Understanding Between Broward County Housing Authority Chrysalis Health

This Memorandum of Understanding (MOU) is made by and between Broward County Housing Authority (BCHA) located at 4780 North State Road 7, Lauderdale Lakes FL 33319 and Chrysalis Health, herein referred to as the 'Provider', located at 3800 West Broward Boulevard, 100, Fort Lauderdale FL 33312, regarding the S+C 88 Unit Continuum of Care Program (formerly known as the Shelter plus Care Program).

Background

The Continuum of Care Program (formerly known as Shelter plus Care) is funded by a grant from the United States Department of Housing and Urban Development (HUD). The S+C Permanent Housing 88 unit program is more specifically described in exhibit A, Project Description. The program is designed to provide affordable housing and supportive services to homeless individuals who are mentally ill, and may have co-occurring substance abuse disorder, physical illness, or other disabilities that impede their ability to live independently. The BCHA provides Tenant Based Rental Assistance/Permanent Housing under this program as contracted with the Broward County Government - Homeless Initiative Partnership. Program requirements are outlined in 24 Code of Federal Regulations (CFR) 578 (exhibit B).

It is understood by both parties, that Part 578 has changed the permitted method of referral into the Continuum of Care Program. All applicants must be located via the Broward County Continuum of Care Coordinated Assessment System. The Provider may have separate agreement with Broward County to receive applicants for the purpose of referring the applicant to the Continuum of Care Program.

Purpose of Memorandum of Understanding

The BCHA and the Provider have committed to participate in the Continuum of Care Program to provide necessary service to the target population. The purpose of the Memorandum of Understanding (MOU) is to clearly identify the services to be provided and the responsibilities of the Provider and the responsibilities of BCHA.

The tenant-based rental assistance will be provided through the Continuum of Care Grant and combined with case management and other core supportive services. The supportive services will be designed to assist participants in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently.

Scope of Services

The Housing Authority will perform the following activities:

1. Perform initial, interim, and annual income certifications for program participant referrals for qualification of housing and continued eligibility.
2. Conduct initial, complaint, and annual Housing Quality Standards (HQS) inspections in accordance with applicable regulations.
3. Conduct initial and periodic Rent Reasonableness studies in accordance with applicable regulations.
4. Use Continuum of Care grant funds to pay for rental assistance to landlords.

5. Monitor grant performance and submit annual grant reports to HUD via the Broward County Continuum of Care as well as any reports required under contract with the Broward County Homeless Initiative Partnership.
6. Enter participant data in the County authorized Homeless Management Information System (HMIS), proper consent forms will be utilized.
7. Notify the Provider of any participant issues/problems that case management should be made aware of.
8. Track Supportive Service Match and notify Provider of insufficient match.
9. Notify the Provider of any changes to the Housing Authority contacts for this MOU.

The Provider, unconditionally commits to be responsible for:

1. Designating a single contact person/liaison for the grant.
2. Case Management Services for the qualifying member, provided by a case manager, social worker or other Human Services Professional, which includes, but is not limited to:
 - a. Conduct outreach to persons eligible for the program, including attending county initiated meetings to obtain information on homeless persons and select those that may meet program requirements.
 - b. Completion of entire referral packet, disability, and homelessness documentation, and submission in accordance with standards issued by the Broward County Housing Initiative Partnership.
 - c. Assisting participant in completion of paperwork, locating, securing, and maintaining housing within the program parameters.
 - d. Communicate with landlords, agents, and owners to ensure the family can be successful in the program which may include obtaining proper releases from the parties to ensure seamless coordination of service.
 - e. Attending all BCHA appointments with the program participant in order to assist with the process and to be aware of any needs that may come forward during said appointments.
 - f. A minimum of once per month contact with the program participant.
 - g. Provision of, or referral to, any assistance the participant and/or their family members in the household may need in order to retain independent living under the program.
 - h. Annual Assessment of Services
 - i. Provide written certification of Annual Assessment of Services and continued eligibility for services.
 - ii. If participant is ready to graduate from services, to provide written notification to the BCHA and provide coordination of services until participant has been officially housed under another program (based on program availability) or transitioned to stable housing.
 - iii. Provide the update to BCHA on client status post exit at 6 month transition.
 - i. Make written recommendations in the event the participant has violated his/her responsibilities under the program including support of termination or action plan to resolve issue resulting in program violation. BCHA and Provider will make all efforts to mediate program violations before pursuing termination. If a termination action is pursued, the Provider representatives must attend and participate in informal

- termination hearings or mediations as necessary, especially those initiated by the Provider.
- j. Communicate with BCHA designated staff should a serious issue arise during participation in the program.
 - k. Any other requirements the Provider may have under their own policy, regulation or other requirements of the program.
3. Provision of other supportive services that may be required, provided by Psychiatrist, Psychologist, Social Worker, Nurse, Case Management or other Human Service Provider which may include but are not limited to: Counseling, Medication Management, Peer Specialists, Case Management and Nursing services.
 4. Maintenance and documentation of case management records, including but not limited to:
 - a. Monthly Match documentation.
 - b. Semi-Annual Data as described in Record Keeping and Reporting, including attainment of goals during the operating year of the grant(s).
 - c. Provide documentation of Annual Assessment of Services at the participant's annual reexamination.
 - d. Provide significant accomplishments for use in Annual Progress Reports to HUD.
 5. Referral to or Provision of Crisis Support Services.
 6. Referral to or Provision of Social Rehabilitation and Vocational Support Services as appropriate.
 7. Attend trainings/meetings as needed requested by BCHA and the Broward County Homeless Initiative Partnership.
 8. The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

The Provider agrees to supply Leverage at the rate of 75% of the Housing Assistance Payments plus Administrative costs. Any match in excess of the required 25% will be utilized as leverage under this Program.

Recordkeeping and Reporting

Provider agrees to maintain on a current basis documentation of matching service contributions, eligibility and occupancy records, as may be applicable, complete and current monthly service logs, application logs, and all related documents and records to assure proper accounting of fund and performance under the terms of this MOU. Record access and retention should be in accordance with the Broward County Human Services Department Community Partnerships Division "Handbook for Contracted Services Providers". Provider agrees to participate in local and national evaluation of the Continuum of Care Program using a data collection system developed by Broward County and HUD respectively.

Documentation of Match will be submitted on a Monthly basis to the BCHA no later than the 10th of each month. Match documentation will be in the form of an ‘Electronic Health Care Record – Client Account Record’ which will supply the date of service, service type, and cost of service.

Month Services Rendered	Match Documentation Due
January	2/10
February	3/10
March	4/10
April	5/10
May	6/10
June	7/10
July	8/10
August	9/10
September	10/10
October	11/10
November	12/10
December	01/10

Semi-Annual Reports reflect the goals set forth in the Grant Application and BCHA agreements with Broward County Homeless Initiative Partnership Administration. Provider agrees to submit a list of participants that have accomplished a goal on the Individual Service Plan and a list of the participants that did not accomplish at least one goal on the Individual Service Plan during the term of this MOU.

Data is due to BCHA designated staff as follows:

	Time Period Covered	Due to BCHA
Period 1	November 1, 2019 to April 30, 2020	May 15, 2020
Period 2	May 1, 2019 to October 31, 2020	November 15, 2020

Annual Assessment of Services

The Provider agrees to provide to BCHA with a Confirmation of Annual Assessment of Services for the participant during the intake process and at least annually so long as the participant remains on the program.

Accomplishments

The Annual Progress Reports require narratives that include the significant accomplishments of the program participants. Provider agrees to immediately notify the BCHA as participants reach significant accomplishments. Such notification shall be by e-mail to the assigned Occupancy Specialist.

Other Communication

If the participant moves out of the subsidized unit, is placed in a facility, arrested, deceased, or otherwise not in the unit, the Provider agrees to notify the BCHA and provide written verification upon request. Notification via e-mail is an acceptable method of notification.

In accordance with Broward County Human Services Department Community Partnerships Division, “Handbook for Contracted Services Providers”, notification of such matters must occur within 24 hours of such incident.

The term of this MOU is 11/01/2019 to 10/31/2020 and shall automatically renew under the same term and conditions, unless terminated earlier in accordance with this section.

This agreement may be terminated in whole or in part by either party without cause. The agreement will be deemed to be terminated 30 days after written notice of intent to terminate has been received by the other party. This notification must include the reason for termination. This agreement will terminate automatically if either agency ceases operations. In the event of termination, all required reports will be completed through the end of the agreement period.

Independent Contractor

This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each party is an independent contractor for this MOU and are not the other parties' employees for all purpose, including but not limited to, the application of the Fair labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the federal Unemployment Tax Act, and the State of unemployment insurance law. Each party shall retain sole and absolute discretion in the judgement of the manner and means of carrying out their respective responsibilities hereunder. The parties agree that each party is a separate and independent enterprise, that they have the full opportunity to find other business, that hit has made its own investment in its business, and that I will utilize a high level of skill necessary to perform the work. This MOU shall not be construed as creating any joint employment relationship between the parties and the parties will not be liable for any obligation incurred by the other parties, including but not limited to unpaid minimum wages and/or overtime premiums.

Amendment

This MOU may be amended with the written agreement by both agencies.

In witness whereof, the parties hereto have caused this agreement to be executed this 19 day of 8 2018.

Broward County Nousing Authority

By: 
Ann Deibert, Chief Executive Officer

Date: 8/17/2018

Witnesses: By: 

Print: Shernette Rickard

Date: 8/17/18

Chrysalis Health

By: 
Angel Junquera, Chief Executive Officer

Date: 8/16/18

By: 

Print: Casey Williams, BA

Date: 8/16/18

Indemnity and Insurance

Provider shall indemnify BCHA, its' officers and employees against any and all liability for injury and damage caused by any negligent or willful act of omission of Provider or any of Provider's employees or volunteers in the performance of duties specified in this MOU.

BCHA shall likewise indemnify and hold Provider harmless. Provider shall have General Liability, Workers' Compensation, Automobile and Professional insurance coverage as required and appropriate. Proof of coverage will be provided upon request of the BCHA.

Compliance with Federal Regulations

Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the Continuum of Care Program, including but not limited to the requirements of 24 CFR 578 Continuum of Care Program. There will be no displacement of participants through the provision of services pursuant to this MOU.

Confidentiality

Provider must have written procedures and policy to ensure the safety and confidentiality of all records containing personally identifying information of any individual or family who applies for or receives Continuum of Care assistance.

Non-Discrimination and Equal Opportunity

Provider agrees that no person shall, on the ground of race, color, religion, national origin, sex, sexual orientation, handicap, ancestry, familial status, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program participating in the Continuum of Care Program or funded in whole or in part with funds made available to Provider pursuant to this MOU.

Training

The BCHA will offer training to designated Provider staff as it relates to the Continuum of Care application procedures and eligibility requirements

Other Concerns

The BCHA requires the participant to receive case management/supportive services under the program. The BCHA is aware that in certain circumstances the Provider may not be able to provide services to the participant for reasons other than participant non-compliance. In such cases, the Provider will notify the BCHA immediately of such circumstance and ensure the participant is transitioned to another case management agency. The Provider will supply the BCHA with contact information for the new supportive service provider.

Term

EXHIBIT 'A'
Project Description
S+C 88 Unit Continuum of Care Program

Broward County Housing Authority (BCHA) shall provide tenant based rental assistance in scattered site units to at least sixty-six (66) Chronically Homeless Persons, with special needs, who are diagnosed with serious and persistent mental illness and who may also have co-occurring substance abuse disorders, chronic physical illness, or disabilities that impedes their ability to live independently, BCHA shall make rental assistance payments for the Participant's units within Broward County, Florida.

The Project shall involve the assertive outreach of the Broward County Continuum of Care under the Zero: 2016 program or other such program as designated by the Continuum of Care and the Broward County Government. BCHA will collaborate with the Continuum of Care, Coordinated Assessment Committee and Provider. Referrals will originate from the Broward County Coordinated Assessment Committee, to the approved Service provider, then to the BCHA for Tenant-Based Rental Assistance.

Housing assistance will be provided in conjunction with supportive services designed to assist Participant in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently. Case management, access to mental health, medical health, day treatment, substance abuse treatment, or other social services that are needed by the Participant/household and other core support services will be supplied or referred by the Provider pursuant to a written agreement between BCHA and the Provider.

The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

Any match in excess of the required 25% will be utilized towards the leverage requirement under this Program.

BCHA will ensure that the Provider pre-screens Participants for eligibility according to HUD regulations and definitions, and will ensure that the Provider supplies the documentation of supportive service match.

I. Definitions

- a. **Annual Performance Report (APR):** Means the yearly report required which captures statistical data relating to Participants served, progress to meeting program goals, grant expenditures, and match information, and other information used by HUD and County for performance and trend analyses.
- b. **Disabling Condition:** means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including co-occurrence of two (2) or more of these conditions.
- c. **Match:** means supportive services provided in an amount at the minimum equal to the rental assistance provided during the term of this agreement. Each Participant does not need to receive the same amount of services as rental assistance.
- d. **Leverage:** Cash or in-kind contributions in excess of match amount.

- e. **Operating Year:** means the time period beginning November 1 and ending October 31 of each grant year.
 - f. **Project Administration/Administrative Costs:** means the costs associated with processing rental payments to landlords, examining Participant income, inspecting units for compliance with housing quality standards, and receiving Participants into the program. Administrative costs exclude the costs of preparing the grant itself. Administrative costs are equal to 7% of the award.
 - g. **Project Area:** means Broward County, Florida
 - h. **Single Room Occupancy (SRO)** means a housing unit for occupancy by one person which is not required to but may contain food preparation or sanitary facilities or both.
 - i. **Tenant-based rental assistance:** means rental assistance which permits Participants to choose housing of an appropriate size in which to reside. Rental assistance is retained if the Participant moves within the Project area and maintains compliance with responsibilities under the Program.
 - j. **Chronically Homeless:**
 - i. An individual who:
 - 1. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; **and**
 - 2. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four occasions in the last three years; **and**
 - 3. Can be diagnosed with one or more of the of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 USC 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability.
 - ii. An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (i) of this definition before entering the facility; **or**
 - iii. A family with an adult head of household who meets all the criteria in paragraph (i) of this definition, including a family whose composition fluctuated while the head of household has been homeless.
- II. **Services:** The Scope of Services for the Project is limited to the following:
- a. BCHA shall provide a Rental Assistance Program. The Rental Assistance Program will make rental payments for participants in accordance with the Grant Agreement.
 - b. BCHA shall provide Project Administration, including processing of rental payments to landlords, examination of Participant income, inspection of units for compliance with housing quality standards, and reception of participants into the program.

Exhibit 'B'

24 Code of Federal Regulations
Part 578 – Continuum of Care Program

Memorandum of Understanding Between Broward County Housing Authority and Henderson Behavioral Health

This Memorandum of Understanding (MOU) is made by and between Broward County Housing Authority (BCHA) located at 4780 North State Road 7, Lauderdale Lakes FL 33319 and Henderson Behavioral Health, herein referred to as the 'Provider', located at 4740 North State Road 7, Lauderdale Lakes FL 33319 regarding the S+C 88 Unit Continuum of Care Program (formerly known as the Shelter plus Care Program).

Background

The Continuum of Care Program (formerly known as Shelter plus Care) is funded by a grant from the United States Department of Housing and Urban Development (HUD). The S+C Permanent Housing 88 unit program is more specifically described in exhibit A, Project Description. The program is designed to provide affordable housing and supportive services to homeless individuals who are mentally ill, and may have co-occurring substance abuse disorder, physical illness, or other disabilities that impede their ability to live independently. The BCHA provides Tenant Based Rental Assistance/Permanent Housing under this program as contracted with the Broward County Government - Homeless Initiative Partnership. Program requirements are outlined in 24 Code of Federal Regulations (CFR) 578 (exhibit B).

It is understood by both parties, that Part 578 has changed the permitted method of referral into the Continuum of Care Program. All applicants must be located via the Broward County Continuum of Care Coordinated Assessment System. The Provider may have separate agreement with Broward County to receive applicants for the purpose of referring the applicant to the Continuum of Care Program.

Purpose of Memorandum of Understanding

The BCHA and the Provider have committed to participate in the Continuum of Care Program to provide necessary service to the target population. The purpose of the Memorandum of Understanding (MOU) is to clearly identify the services to be provided and the responsibilities of the Provider and the responsibilities of BCHA.

The tenant-based rental assistance will be provided through the Continuum of Care Grant and combined with case management and other core supportive services. The supportive services will be designed to assist participants in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently.

Scope of Services

The Housing Authority will perform the following activities:

1. Perform initial, interim, and annual income certifications for program participant referrals for qualification of housing and continued eligibility.
2. Conduct initial, complaint, and annual Housing Quality Standards (HQS) inspections in accordance with applicable regulations.

3. Conduct initial and periodic Rent Reasonableness studies in accordance with applicable regulations.
4. Use Continuum of Care grant funds to pay for rental assistance to landlords.
5. Monitor grant performance and submit annual grant reports to HUD via the Broward County Continuum of Care as well as any reports required under contract with the Broward County Homeless Initiative Partnership.
6. Enter participant data in the County authorized Homeless Management Information System (HMIS), proper consent forms will be utilized.
7. Notify the Provider of any participant issues/problems that case management should be made aware of.
8. Track Supportive Service Match and notify Provider of insufficient match.
9. Notify the Provider of any changes to the Housing Authority contacts for this MOU.

The Provider, unconditionally commits to be responsible for:

1. Designating a single contact person/liaison for the grant.
2. Case Management Services for the qualifying member, provided by a case manager, social worker or other Human Services Professional, which includes, but is not limited to:
 - a. Conduct outreach to persons eligible for the program, including attending county initiated meetings to obtain information on homeless persons and select those that may meet program requirements.
 - b. Completion of entire referral packet, disability, and homelessness documentation, and submission in accordance with standards issued by the Broward County Housing Initiative Partnership.
 - c. Assisting participant in completion of paperwork, locating, securing, and maintaining housing within the program parameters.
 - d. Communicate with landlords, agents, and owners to ensure the family can be successful in the program which may include obtaining proper releases from the parties to ensure seamless coordination of service.
 - e. Attending all BCHA appointments with the program participant in order to assist with the process and to be aware of any needs that may come forward during said appointments.
 - f. A minimum of once per month contact with the program participant.
 - g. Provision of, or referral to, any assistance the participant and/or their family members in the household may need in order to retain independent living under the program.
 - h. Annual Assessment of Services
 - i. Provide written certification of Annual Assessment of Services and continued eligibility for services.
 - ii. If participant is ready to graduate from services, to provide written notification to the BCHA and provide coordination of services until participant has been officially housed under another program (based on program availability) or transitioned to stable housing.
 - iii. Provide the update to BCHA on client status post exit at 6 month transition.
 - i. Make written recommendations in the event the participant has violated his/her responsibilities under the program including support of termination or action plan to resolve issue resulting in program violation. BCHA and Provider will make all efforts to

- mediate program violations before pursuing termination. If a termination action is pursued, the Provider representatives must attend and participate in informal termination hearings or mediations as necessary, especially those initiated by the Provider.
- j. Communicate with BCHA designated staff should a serious issue arise during participation in the program.
 - k. Any other requirements the Provider may have under their own policy, regulation or other requirements of the program.
3. Provision of other supportive services that may be required, provided by Psychiatrist, Psychologist, Social Worker, Nurse, Case Management or other Human Service Provider which may include but are not limited to: Counseling, Medication Management, Peer Specialists, Case Management and Nursing services.
 4. Maintenance and documentation of case management records, including but not limited to:
 - a. Monthly Match documentation.
 - b. Semi-Annual Data as described in Record Keeping and Reporting, including attainment of goals during the operating year of the grant(s).
 - c. Provide documentation of Annual Assessment of Services at the participant's annual reexamination.
 - d. Provide significant accomplishments for use in Annual Progress Reports to HUD.
 5. Referral to or Provision of Crisis Support Services.
 6. Referral to or Provision of Social Rehabilitation and Vocational Support Services as appropriate.
 7. Attend trainings/meetings as needed requested by BCHA and the Broward County Homeless Initiative Partnership.
 8. The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

The Provider agrees to supply Leverage at the rate of 75% of the Housing Assistance Payments plus Administrative costs. Any match in excess of the required 25% will be utilized as leverage under this Program.

Recordkeeping and Reporting

Provider agrees to maintain on a current basis documentation of matching service contributions, eligibility and occupancy records, as may be applicable, complete and current monthly service logs, application logs, and all related documents and records to assure proper accounting of fund and performance under the terms of this MOU. Record access and retention should be in accordance with the Broward County Human Services Department Community Partnerships Division "Handbook for Contracted Services Providers". Provider agrees to participate in local and national evaluation of the Continuum of Care Program using a data collection system developed by Broward County and HUD respectively.

Documentation of Match will be submitted on a Monthly basis to the BCHA no later than the 10th of each month. Match documentation will be in the form of an ‘Electronic Health Care Record – Client Account Record’ which will supply the date of service, service type, and cost of service.

Month Services Rendered	Match Documentation Due
January	2/10
February	3/10
March	4/10
April	5/10
May	6/10
June	7/10
July	8/10
August	9/10
September	10/10
October	11/10
November	12/10
December	01/10

Semi-Annual Reports reflect the goals set forth in the Grant Application and BCHA agreements with Broward County Homeless Initiative Partnership Administration. Provider agrees to submit a list of participants that have accomplished a goal on the Individual Service Plan and a list of the participants that did not accomplish at least one goal on the Individual Service Plan during the term of this MOU.

Data is due to BCHA designated staff as follows:

	Time Period Covered	Due to BCHA
Period 1	November 1, 2019 to April 30, 2020	May 15, 2020
Period 2	May 1, 2019 to October 31, 2020	November 15, 2020

Annual Assessment of Services

The Provider agrees to provide to BCHA with a Confirmation of Annual Assessment of Services for the participant during the intake process and at least annually so long as the participant remains on the program.

Accomplishments

The Annual Progress Reports require narratives that include the significant accomplishments of the program participants. Provider agrees to immediately notify the BCHA as participants reach significant accomplishments. Such notification shall be by e-mail to the assigned Occupancy Specialist.

Other Communication

If the participant moves out of the subsidized unit, is placed in a facility, arrested, deceased, or otherwise not in the unit, the Provider agrees to notify the BCHA and provide written verification upon request. Notification via e-mail is an acceptable method of notification.

In accordance with Broward County Human Services Department Community Partnerships Division, “Handbook for Contracted Services Providers”, notification of such matters must occur within 24 hours of such incident.

Indemnity and Insurance

Provider shall indemnify BCHA, its' officers and employees against any and all liability for injury and damage caused by any negligent or willful act of omission of Provider or any of Provider's employees or volunteers in the performance of duties specified in this MOU.

BCHA shall likewise indemnify and hold Provider harmless. Provider shall have General Liability, Workers' Compensation, Automobile and Professional insurance coverage as required and appropriate. Proof of coverage will be provided upon request of the BCHA.

Compliance with Federal Regulations

Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the Continuum of Care Program, including but not limited to the requirements of 24 CFR 578 Continuum of Care Program. There will be no displacement of participants through the provision of services pursuant to this MOU.

Confidentiality

Provider must have written procedures and policy to ensure the safety and confidentiality of all records containing personally identifying information of any individual or family who applies for or receives Continuum of Care assistance.

Non-Discrimination and Equal Opportunity

Provider agrees that no person shall, on the ground of race, color, religion, national origin, sex, sexual orientation, handicap, ancestry, familial status, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program participating in the Continuum of Care Program or funded in whole or in part with funds made available to Provider pursuant to this MOU.

Training

The BCHA will offer training to designated Provider staff as it relates to the Continuum of Care application procedures and eligibility requirements

Other Concerns

The BCHA requires the participant to receive case management/supportive services under the program. The BCHA is aware that in certain circumstances the Provider may not be able to provide services to the participant for reasons other than participant non-compliance. In such cases, the Provider will notify the BCHA immediately of such circumstance and ensure the participant is transitioned to another case management agency. The Provider will supply the BCHA with contact information for the new supportive service provider.

Term

The term of this MOU is 11/01/2019 to 10/31/2020 and shall automatically renew under the same term and conditions, unless terminated earlier in accordance with this section.

This agreement may be terminated in whole or in part by either party without cause. The agreement will be deemed to be terminated 30 days after written notice of intent to terminate has been received by the other party. This notification must include the reason for termination. This agreement will terminate automatically if either agency ceases operations. In the event of termination, all required reports will be completed through the end of the agreement period.

Independent Contractor


This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each party is an independent contractor for this MOU and are not the other parties' employees for all purpose, including but not limited to, the application of the Fair labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the federal Unemployment Tax Act, and the State of unemployment insurance law. Each party shall retain sole and absolute discretion in the judgement of the manner and means of carrying out their respective responsibilities hereunder. The parties agree that each party is a separate and independent enterprise, that they have the full opportunity to find other business, that hit has made its own investment in its business, and that I will utilize a high level of skill necessary to perform the work. This MOU shall not be construed as creating any joint employment relationship between the parties and the parties will not be liable for any obligation incurred by the other parties, including but not limited to unpaid minimum wages and/or overtime premiums.

Amendment



This MOU may be amended with the written agreement by both agencies.

In witness whereof, the parties hereto have caused this agreement to be executed this 16 day of August 2018.

Broward County Housing Authority

By: 
Ann Deibert, Chief Executive Officer

Date: 8/17/2018

Witnesses: 
By: 

Print: MONICA ALFARO
Date: 8-17-2018

Henderson Behavioral Health

By:  c.o.o.
for Steven Ronik
Steven Ronik, Chief Executive Officer

Date: 8.16.18

Witnesses: 
By: 

Print: Renee Burkell
Date: 8/16/18

EXHIBIT 'A'
Project Description
S+C 88 Unit Continuum of Care Program

Broward County Housing Authority (BCHA) shall provide tenant based rental assistance in scattered site units to at least sixty-six (66) Chronically Homeless Persons, with special needs, who are diagnosed with serious and persistent mental illness and who may also have co-occurring substance abuse disorders, chronic physical illness, or disabilities that impedes their ability to live independently, BCHA shall make rental assistance payments for the Participant's units within Broward County, Florida.

The Project shall involve the assertive outreach of the Broward County Continuum of Care under the Zero: 2016 program or other such program as designated by the Continuum of Care and the Broward County Government. BCHA will collaborate with the Continuum of Care, Coordinated Assessment Committee and Provider. Referrals will originate from the Broward County Coordinated Assessment Committee, to the approved Service provider, then to the BCHA for Tenant-Based Rental Assistance.

Housing assistance will be provided in conjunction with supportive services designed to assist Participant in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently. Case management, access to mental health, medical health, day treatment, substance abuse treatment, or other social services that are needed by the Participant/household and other core support services will be supplied or referred by the Provider pursuant to a written agreement between BCHA and the Provider.

The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

Any match in excess of the required 25% will be utilized towards the leverage requirement under this Program.

BCHA will ensure that the Provider pre-screens Participants for eligibility according to HUD regulations and definitions, and will ensure that the Provider supplies the documentation of supportive service match.

I. Definitions

- a. **Annual Performance Report (APR):** Means the yearly report required which captures statistical data relating to Participants served, progress to meeting program goals, grant expenditures, and match information, and other information used by HUD and County for performance and trend analyses.
- b. **Disabling Condition:** means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including co-occurrence of two (2) or more of these conditions.
- c. **Match:** means supportive services provided in an amount at the minimum equal to the rental assistance provided during the term of this agreement. Each Participant does not need to receive the same amount of services as rental assistance.
- d. **Leverage:** Cash or in-kind contributions in excess of match amount.

- e. **Operating Year:** means the time period beginning November 1 and ending October 31 of each grant year.
 - f. **Project Administration/Administrative Costs:** means the costs associated with processing rental payments to landlords, examining Participant income, inspecting units for compliance with housing quality standards, and receiving Participants into the program. Administrative costs exclude the costs of preparing the grant itself. Administrative costs are equal to 7% of the award.
 - g. **Project Area:** means Broward County, Florida
 - h. **Single Room Occupancy (SRO)** means a housing unit for occupancy by one person which is not required to but may contain food preparation or sanitary facilities or both.
 - i. **Tenant-based rental assistance:** means rental assistance which permits Participants to choose housing of an appropriate size in which to reside. Rental assistance is retained if the Participant moves within the Project area and maintains compliance with responsibilities under the Program.
 - j. **Chronically Homeless:**
 - i. An individual who:
 - 1. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; **and**
 - 2. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four occasions in the last three years; **and**
 - 3. Can be diagnosed with one or more of the of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 USC 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability.
 - ii. An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (i) of this definition before entering the facility; **or**
 - iii. A family with an adult head of household who meets all the criteria in paragraph (i) of this definition, including a family whose composition fluctuated while the head of household has been homeless.
- II. **Services:** The Scope of Services for the Project is limited to the following:
- a. BCHA shall provide a Rental Assistance Program. The Rental Assistance Program will make rental payments for participants in accordance with the Grant Agreement.
 - b. BCHA shall provide Project Administration, including processing of rental payments to landlords, examination of Participant income, inspection of units for compliance with housing quality standards, and reception of participants into the program.

Exhibit 'B'

24 Code of Federal Regulations
Part 578 – Continuum of Care Program

Memorandum of Understanding Between Broward County Housing Authority and Banyan Health Systems

This Memorandum of Understanding (MOU) is made by and between Broward County Housing Authority (BCHA) located at 4780 North State Road 7, Lauderdale Lakes FL 33319 and Banyan Health Systems, herein referred to as the 'Provider', located at 790 E. Broward Blvd., Fort Lauderdale, FL 33301 regarding the S+C 88 Unit Continuum of Care Program (formerly known as the Shelter plus Care Program).

Background

The Continuum of Care Program (formerly known as Shelter plus Care) is funded by a grant from the United States Department of Housing and Urban Development (HUD). The S+C Permanent Housing 88 unit program is more specifically described in exhibit A, Project Description. The program is designed to provide affordable housing and supportive services to homeless individuals who are mentally ill, and may have co-occurring substance abuse disorder, physical illness, or other disabilities that impede their ability to live independently. The BCHA provides Tenant Based Rental Assistance/Permanent Housing under this program as contracted with the Broward County Government - Homeless Initiative Partnership. Program requirements are outlined in 24 Code of Federal Regulations (CFR) 578 (exhibit B).

It is understood by both parties, that Part 578 has changed the permitted method of referral into the Continuum of Care Program. All applicants must be located via the Broward County Continuum of Care Coordinated Assessment System. The Provider may have separate agreement with Broward County to receive applicants for the purpose of referring the applicant to the Continuum of Care Program.

Purpose of Memorandum of Understanding

The BCHA and the Provider have committed to participate in the Continuum of Care Program to provide necessary service to the target population. The purpose of the Memorandum of Understanding (MOU) is to clearly identify the services to be provided and the responsibilities of the Provider and the responsibilities of BCHA.

The tenant-based rental assistance will be provided through the Continuum of Care Grant and combined with case management and other core supportive services. The supportive services will be designed to assist participants in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently.

Scope of Services

The Housing Authority will perform the following activities:

1. Perform initial, interim, and annual income certifications for program participant referrals for qualification of housing and continued eligibility.
2. Conduct initial, complaint, and annual Housing Quality Standards (HQS) inspections in accordance with applicable regulations.

3. Conduct initial and periodic Rent Reasonableness studies in accordance with applicable regulations.
4. Use Continuum of Care grant funds to pay for rental assistance to landlords.
5. Monitor grant performance and submit annual grant reports to HUD via the Broward County Continuum of Care as well as any reports required under contract with the Broward County Homeless Initiative Partnership.
6. Enter participant data in the County authorized Homeless Management Information System (HMIS), proper consent forms will be utilized.
7. Notify the Provider of any participant issues/problems that case management should be made aware of.
8. Track Supportive Service Match and notify Provider of insufficient match.
9. Notify the Provider of any changes to the Housing Authority contacts for this MOU.

The Provider, unconditionally commits to be responsible for:

1. Designating a single contact person/liaison for the grant.
2. Case Management Services for the qualifying member, provided by a case manager, social worker or other Human Services Professional, which includes, but is not limited to:
 - a. Conduct outreach to persons eligible for the program, including attending county initiated meetings to obtain information on homeless persons and select those that may meet program requirements.
 - b. Completion of entire referral packet, disability, and homelessness documentation, and submission in accordance with standards issued by the Broward County Housing Initiative Partnership.
 - c. Assisting participant in completion of paperwork, locating, securing, and maintaining housing within the program parameters.
 - d. Communicate with landlords, agents, and owners to ensure the family can be successful in the program which may include obtaining proper releases from the parties to ensure seamless coordination of service.
 - e. Attending all BCHA appointments with the program participant in order to assist with the process and to be aware of any needs that may come forward during said appointments.
 - f. A minimum of once per month contact with the program participant.
 - g. Provision of, or referral to, any assistance the participant and/or their family members in the household may need in order to retain independent living under the program.
 - h. Annual Assessment of Services
 - i. Provide written certification of Annual Assessment of Services and continued eligibility for services.
 - ii. If participant is ready to graduate from services, to provide written notification to the BCHA and provide coordination of services until participant has been officially housed under another program (based on program availability) or transitioned to stable housing.
 - iii. Provide the update to BCHA on client status post exit at 6 month transition.
 - i. Make written recommendations in the event the participant has violated his/her responsibilities under the program including support of termination or action plan to resolve issue resulting in program violation. BCHA and Provider will make all efforts to

mediate program violations before pursuing termination. If a termination action is pursued, the Provider representatives must attend and participate in informal termination hearings or mediations as necessary, especially those initiated by the Provider.

- j. Communicate with BCHA designated staff should a serious issue arise during participation in the program.
 - k. Any other requirements the Provider may have under their own policy, regulation or other requirements of the program.
3. Provision of other supportive services that may be required, provided by Psychiatrist, Psychologist, Social Worker, Nurse, Case Management or other Human Service Provider which may include but are not limited to: Counseling, Medication Management, Peer Specialists, Case Management and Nursing services.
 4. Maintenance and documentation of case management records, including but not limited to:
 - a. Monthly Match documentation.
 - b. Semi-Annual Data as described in Record Keeping and Reporting, including attainment of goals during the operating year of the grant(s).
 - c. Provide documentation of Annual Assessment of Services at the participant's annual reexamination.
 - d. Provide significant accomplishments for use in Annual Progress Reports to HUD.
 5. Referral to or Provision of Crisis Support Services.
 6. Referral to or Provision of Social Rehabilitation and Vocational Support Services as appropriate.
 7. Attend trainings/meetings as needed requested by BCHA and the Broward County Homeless Initiative Partnership.
 8. The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

The Provider agrees to supply Leverage at the rate of 75% of the Housing Assistance Payments plus Administrative costs. Any match in excess of the required 25% will be utilized as leverage under this Program.

Recordkeeping and Reporting

Provider agrees to maintain on a current basis documentation of matching service contributions, eligibility and occupancy records, as may be applicable, complete and current monthly service logs, application logs, and all related documents and records to assure proper accounting of fund and performance under the terms of this MOU. Record access and retention should be in accordance with the Broward County Human Services Department Community Partnerships Division "Handbook for Contracted Services Providers". Provider agrees to participate in local and national evaluation of the Continuum of Care Program using a data collection system developed by Broward County and HUD respectively.

Documentation of Match will be submitted on a Monthly basis to the BCHA no later than the 10th of each month. Match documentation will be in the form of an 'Electronic Health Care Record – Client Account Record' which will supply the date of service, service type, and cost of service.

Month Services Rendered	Match Documentation Due
January	2/10
February	3/10
March	4/10
April	5/10
May	6/10
June	7/10
July	8/10
August	9/10
September	10/10
October	11/10
November	12/10
December	01/10

Semi-Annual Reports reflect the goals set forth in the Grant Application and BCHA agreements with Broward County Homeless Initiative Partnership Administration. Provider agrees to submit a list of participants that have accomplished a goal on the Individual Service Plan and a list of the participants that did not accomplish at least one goal on the Individual Service Plan during the term of this MOU.

Data is due to BCHA designated staff as follows:

	Time Period Covered	Due to BCHA
Period 1	November 1, 2019 to April 30, 2020	May 15, 2020
Period 2	May 1, 2019 to October 31, 2020	November 15, 2020

Annual Assessment of Services

The Provider agrees to provide to BCHA with a Confirmation of Annual Assessment of Services for the participant during the intake process and at least annually so long as the participant remains on the program.

Accomplishments

The Annual Progress Reports require narratives that include the significant accomplishments of the program participants. Provider agrees to immediately notify the BCHA as participants reach significant accomplishments. Such notification shall be by e-mail to the assigned Occupancy Specialist.

Other Communication

If the participant moves out of the subsidized unit, is placed in a facility, arrested, deceased, or otherwise not in the unit, the Provider agrees to notify the BCHA and provide written verification upon request. Notification via e-mail is an acceptable method of notification.

In accordance with Broward County Human Services Department Community Partnerships Division, "Handbook for Contracted Services Providers", notification of such matters must occur within 24 hours of such incident.

Indemnity and Insurance

Provider shall indemnify BCHA, its' officers and employees against any and all liability for injury and damage caused by any negligent or willful act of omission of Provider or any of Provider's employees or volunteers in the performance of duties specified in this MOU.

BCHA shall likewise indemnify and hold Provider harmless. Provider shall have General Liability, Workers' Compensation, Automobile and Professional insurance coverage as required and appropriate. Proof of coverage will be provided upon request of the BCHA.

Compliance with Federal Regulations

Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the Continuum of Care Program, including but not limited to the requirements of 24 CFR 578 Continuum of Care Program. There will be no displacement of participants through the provision of services pursuant to this MOU.

Confidentiality

Provider must have written procedures and policy to ensure the safety and confidentiality of all records containing personally identifying information of any individual or family who applies for or receives Continuum of Care assistance.

Non-Discrimination and Equal Opportunity

Provider agrees that no person shall, on the ground of race, color, religion, national origin, sex, sexual orientation, handicap, ancestry, familial status, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program participating in the Continuum of Care Program or funded in whole or in part with funds made available to Provider pursuant to this MOU.

Training

The BCHA will offer training to designated Provider staff as it relates to the Continuum of Care application procedures and eligibility requirements

Other Concerns

The BCHA requires the participant to receive case management/supportive services under the program. The BCHA is aware that in certain circumstances the Provider may not be able to provide services to the participant for reasons other than participant non-compliance. In such cases, the Provider will notify the BCHA immediately of such circumstance and ensure the participant is transitioned to another case management agency. The Provider will supply the BCHA with contact information for the new supportive service provider.

Term

The term of this MOU is 11/01/2019 to 10/31/2020 and shall automatically renew under the same term and conditions, unless terminated earlier in accordance with this section.

This agreement may be terminated in whole or in part by either party without cause. The agreement will be deemed to be terminated 30 days after written notice of intent to terminate has been received by the other party. This notification must include the reason for termination. This agreement will terminate automatically if either agency ceases operations. In the event of termination, all required reports will be completed through the end of the agreement period.

Independent Contractor

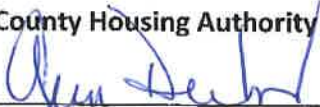
This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each party is an independent contractor for this MOU and are not the other parties' employees for all purpose, including but not limited to, the application of the Fair labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the federal Unemployment Tax Act, and the State of unemployment insurance law. Each party shall retain sole and absolute discretion in the judgement of the manner and means of carrying out their respective responsibilities hereunder. The parties agree that each party is a separate and independent enterprise, that they have the full opportunity to find other business, that hit has made its own investment in its business, and that I will utilize a high level of skill necessary to perform the work. This MOU shall not be construed as creating any joint employment relationship between the parties and the parties will not be liable for any obligation incurred by the other parties, including but not limited to unpaid minimum wages and/or overtime premiums.

Amendment

This MOU may be amended with the written agreement by both agencies.

In witness whereof, the parties hereto have caused this agreement to be executed this 17 day of August 2018.

Broward County Housing Authority

By: 
Ann Deibert, Chief Executive Officer

Date: 8/17/2018

Witnesses:
By: 

Print: Linda Francois

Date: 8/17/2018

Banyan Health Systems

By: 
Ileana Garcia, Chief Executive Officer

Date: 8/17/18

By: 

Print: Indira Ujya

Date: 8/17/18

EXHIBIT 'A'
Project Description
S+C 88 Unit Continuum of Care Program

Broward County Housing Authority (BCHA) shall provide tenant based rental assistance in scattered site units to at least sixty-six (66) Chronically Homeless Persons, with special needs, who are diagnosed with serious and persistent mental illness and who may also have co-occurring substance abuse disorders, chronic physical illness, or disabilities that impedes their ability to live independently, BCHA shall make rental assistance payments for the Participant's units within Broward County, Florida.

The Project shall involve the assertive outreach of the Broward County Continuum of Care under the Zero: 2016 program or other such program as designated by the Continuum of Care and the Broward County Government. BCHA will collaborate with the Continuum of Care, Coordinated Assessment Committee and Provider. Referrals will originate from the Broward County Coordinated Assessment Committee, to the approved Service provider, then to the BCHA for Tenant-Based Rental Assistance.

Housing assistance will be provided in conjunction with supportive services designed to assist Participant in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently. Case management, access to mental health, medical health, day treatment, substance abuse treatment, or other social services that are needed by the Participant/household and other core support services will be supplied or referred by the Provider pursuant to a written agreement between BCHA and the Provider.

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Any match in excess of the required 25% will be utilized towards the leverage requirement under this Program.

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- b. **Disabling Condition:** means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including co-occurrence of two (2) or more of these conditions.
- c. **Match:** means supportive services provided in an amount at the minimum equal to the rental assistance provided during the term of this agreement. Each Participant does not need to receive the same amount of services as rental assistance.
- d. **Leverage:** Cash or in-kind contributions in excess of match amount.

- e. **Operating Year:** means the time period beginning November 1 and ending October 31 of each grant year.
 - f. **Project Administration/Administrative Costs:** means the costs associated with processing rental payments to landlords, examining Participant income, inspecting units for compliance with housing quality standards, and receiving Participants into the program. Administrative costs exclude the costs of preparing the grant itself. Administrative costs are equal to 7% of the award.
 - g. **Project Area:** means Broward County, Florida
 - h. **Single Room Occupancy (SRO)** means a housing unit for occupancy by one person which is not required to but may contain food preparation or sanitary facilities or both.
 - i. **Tenant-based rental assistance:** means rental assistance which permits Participants to choose housing of an appropriate size in which to reside. Rental assistance is retained if the Participant moves within the Project area and maintains compliance with responsibilities under the Program.
 - j. **Chronically Homeless:**
 - i. An individual who:
 - 1. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; **and**
 - 2. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four occasions in the last three years; **and**
 - 3. Can be diagnosed with one or more of the of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 USC 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability.
 - ii. An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (i) of this definition before entering the facility; **or**
 - iii. A family with an adult head of household who meets all the criteria in paragraph (i) of this definition, including a family whose composition fluctuated while the head of household has been homeless.
- II. **Services:** The Scope of Services for the Project is limited to the following:
- a. BCHA shall provide a Rental Assistance Program. The Rental Assistance Program will make rental payments for participants in accordance with the Grant Agreement.
 - b. BCHA shall provide Project Administration, including processing of rental payments to landlords, examination of Participant income, inspection of units for compliance with housing quality standards, and reception of participants into the program.

Exhibit 'B'

24 Code of Federal Regulations
Part 578 – Continuum of Care Program



August 16, 2018

Ann Deibert, Chief Executive Officer
Broward County Housing Authority
4780 North State Road 7
Lauderdale Lakes, FL 33319

RE: S + C Permanent Housing 88 Unit / FY 2018 HUD Continuum of Care Competition

Dear Mrs. Deibert:

We are pleased to present the following confirmation of leverage to your project.

Sincerely,

Pamela Galan
Chief Operating Officer
August 16, 2018

Name of Organization providing contribution	Henderson Behavioral Health
In-kind Contribution	\$ 194,106
Type of Contribution	Leverage
Numbers of Individuals to be Served with the Contribution	51
Value of the Contribution per Individual	\$ 3,806
Total Value of the Contribution	\$ 194,106
Name of Project	S + C Permanent Housing 88 Unit
Name of Project Sponsor Organization	Broward County Housing Authority
Date the Contribution will be made available	November 1, 2019 to October 31, 2020
Name of Person Authorized to Commit this Contribution	Pamela Galan
Title of Person Authorized to Commit this Contribution	Chief Operating Officer
Signature of Person Authorized to Commit this Contribution	
Date	August 16, 2018



August 16, 2018

Ann Deibert, Chief Executive Officer
Broward County Housing Authority
4780 North State Road 7
Lauderdale Lakes, FL 33319

RE: S + C Permanent Housing 88 Unit / FY 2018 HUD Continuum of Care Competition

Dear Mrs. Deibert:

We are pleased to present the following confirmation of in-kind match to your project.

Sincerely,

Pamela Galan
Chief Operating Officer
August 16, 2018

Name of Organization providing contribution	Henderson Behavioral Health
In-kind Contribution	\$ 194,106
Type of Contribution	In-Kind Match
Numbers of Individuals to be Served with the Contribution	51
Value of the Contribution per Individual	\$ 3,806
Total Value of the Contribution	\$ 194,106
Name of Project	S + C Permanent Housing 88 Unit
Name of Project Sponsor Organization	Broward County Housing Authority
Date the Contribution will be made available	November 1, 2019 to October 31, 2020
Name of Person Authorized to Commit this Contribution	Pamela Galan
Title of Person Authorized to Commit this Contribution	Chief Operating Officer
Signature of Person Authorized to Commit this Contribution	
Date	August 16, 2018



(954) 763-2030
FAX (954) 763-9847

919 N.E. 13TH STREET • Ft. Lauderdale, FL 33304

August 17, 2018

Ann Deibert, Chief Executive Officer
Broward County Housing Authority
4780 North State Road 7
Lauderdale Lakes, FL 33319

RE: S + C Permanent Housing 88 Unit / FY 2018 HUD Continuum of Care Competition

Dear Mrs. Deibert:

We are pleased to present the following confirmation of Leverage of Goods or Services to your project.

Sincerely,

Barbara J. Ferry

Barbara J. Ferry for Archways

CFO

August 17, 2018

Name of Organization providing contribution	Archways
In-kind Contribution	\$ 91,343
Type of Contribution	Case management and psychiatric services
Numbers of Individuals to be Served with the Contribution	6
Value of the Contribution per Individual	\$15,224
Total Value of the Contribution	\$ 91,343
Name of Project	S + C Permanent Housing 88 Unit
Name of Project Sponsor Organization	Broward County Housing Authority
Date the Contribution will be made available	November 1, 2019 to October 31, 2020
Name of Person Authorized to Commit this Contribution	Barbara J. Ferry
Title of Person Authorized to Commit this Contribution	CFO
Signature of Person Authorized to Commit this Contribution	<i>Barbara J. Ferry for Archways</i>
Date	08/17/2018

Providing Quality Behavioral Healthcare Since 1983

DAVID M. FAWCETT, PhD, LCSW
CHAIRPERSON

ANDREA KATZ, LCSW, BCD
CEO



(954) 763-2030
FAX (954) 763-9847

919 N.E. 13TH STREET • Ft Lauderdale, FL 33304

August 17, 2018

Ann Deibert, Chief Executive Officer
Broward County Housing Authority
4780 North State Road 7
Lauderdale Lakes, FL 33319

RE: S + C Permanent Housing 88 Unit /FY 2018 HUD Continuum of Care Competition

Dear Mrs. Deibert:

We are pleased to present the following confirmation of in-kind match to your project.

Sincerely,

Barbara J. Ferry

CFO

August 17, 2018

Name of Organization providing contribution	Archways
In-kind Contribution	\$ 22,836
Type of Contribution	Case management and psychiatric services
Numbers of Individuals to be Served with the Contribution	6
Value of the Contribution per Individual	\$ 3,806
Total Value of the Contribution	\$ 22,836
Name of Project	S + C Permanent Housing 88 Unit
Name of Project Sponsor Organization	Broward County Housing Authority
Date the Contribution will be made available	November 1, 2019 through October 31, 2020
Name of Person Authorized to Commit this Contribution	Barbara J. Ferry
Title of Person Authorized to Commit this Contribution	CFO
Signature of Person Authorized to Commit this Contribution	
Date	08/17/2018

Providing Quality Behavioral Healthcare Since 1983

DAVID M FAWCETT, PhD, LCSW
CHAIRPERSON

ANDREA KATZ, LCSW, BCD
CEO



BANYAN HEALTH SYSTEMS

TRANSFORMING LIVES through excellence in
integrated behavioral and primary health services

Miami
6100 Blue Lagoon Drive
Suite 400
Miami FL 33126
TEL (305) 757-0607

Washington DC
1721 I Street
Suite 300
Washington DC 20006
TEL (202) 499-2077

banyanhealthsystems.org

August 17, 2018

Ann Deibert, Chief Executive Officer
Broward County Housing Authority
4780 North State Road 7
Lauderdale Lakes, FL 33319

RE: S + C Permanent Housing 88 Unit / FY 2018 HUD Continuum of Care Competition

Dear Mrs. Deibert:

We are pleased to present the following confirmation of Leverage of Goods or Services to your project.

Sincerely,

Ileana Ruiz Garcia
Name *Ileana Ruiz Garcia*
Title *Chief operations officer*
Date *8/17/18*

Name of Organization providing contribution	Banyan
In-kind Contribution	\$ 76,119
Type of Contribution	<i>mental health services, Case mgmt, + Assessment</i>
Numbers of Individuals to be Served with the Contribution	5
Value of the Contribution per Individual	\$ 15,224
Total Value of the Contribution	\$ 76,119
Name of Project	S + C Permanent Housing 88 Unit
Name of Project Sponsor Organization	Broward County Housing Authority
Date the Contribution will be made available	November 1, 2019 to October 31, 2020
Name of Person Authorized to Commit this Contribution	<i>Ileana Ruiz Garcia</i>
Title of Person Authorized to Commit this Contribution	<i>Chief operations officer</i>
Signature of Person Authorized to Commit this Contribution	<i>Ileana Ruiz Garcia</i>
Date	<i>8/17/18</i>



BANYAN HEALTH SYSTEMS

TRANSFORMING LIVES through excellence in
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Miami
6100 Blue Lagoon Drive
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Miami FL 33126
TEL (305) 757-0602

Washington DC
1721 I Street
Suite 300
Washington DC 20006
TEL. (202) 499-2077

banyanhealthsystems.org

August 17, 2018

Ann Deibert, Chief Executive Officer
Broward County Housing Authority
4780 North State Road 7
Lauderdale Lakes, FL 33319

RE: S + C Permanent Housing 88 Unit /FY 2018 HUD Continuum of Care Competition

Dear Mrs. Deibert:

We are pleased to present the following confirmation of in-kind match to your project.

Sincerely, *Ileana Ruiz Garcia*
Name *Ileana Ruiz Garcia*
Title *Chief Operations officer*
Date *8/17/18*

Name of Organization providing contribution	Banyan
In-kind Contribution	\$ 19,030
Type of Contribution	mental health services, Case management <i>Assessment</i>
Numbers of Individuals to be Served with the Contribution	5
Value of the Contribution per Individual	\$ 3,806
Total Value of the Contribution	\$ 19,030
Name of Project	S + C Permanent Housing 88 Unit
Name of Project Sponsor Organization	Broward County Housing Authority
Date the Contribution will be made available	November 1, 2019 through October 31, 2020
Name of Person Authorized to Commit this Contribution	<i>Ileana Ruiz Garcia</i>
Title of Person Authorized to Commit this Contribution	<i>Chief operations officer</i>
Signature of Person Authorized to Commit this Contribution	<i>Ileana Ruiz Garcia</i>
Date	<i>8/17/18</i>



August 16, 2018

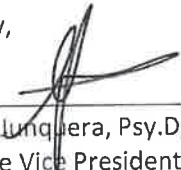
Ann Deibert, Chief Executive Officer
 Broward County Housing Authority
 4780 North State Road 7
 Lauderdale Lakes FL 33319

RE: S + C Permanent Housing 88 Unit /FY 2018 HUD Continuum of Care Competition

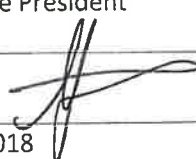
Dear Mrs. Deibert:

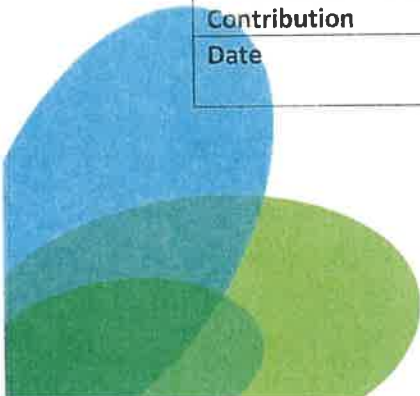
We are pleased to present the following confirmation of in-kind match to your project.

Sincerely,



 Angel L. Junquera, Psy.D.
 Executive Vice President
 August 16, 2018

Name of Organization providing contribution	Chrysalis
In-kind Contribution	\$15,224
Type of Contribution	BBHC funding to provide case management, peer recovery, support services, incidentals, outpatient therapy, psychosocial rehabilitation therapy, and medication management
Numbers of Individuals to be Served with the Contribution	4
Value of the Contribution per Individual	\$3,806
Total Value of the Contribution	\$15,224
Name of Project	S+C Permanent Housing 88 Unit
Name of Project Sponsor Organization	Broward County Housing Authority
Date the Contribution will be made available	November 1, 2019 through October 31, 2020
Name of Person Authorized to Commit this Contribution	Angel L. Junquera, Psy.D.
Title of Person Authorized to Commit this Contribution	Executive Vice President
Signature of Person Authorized to Commit this Contribution	
Date	August 16, 2018





August 16, 2018

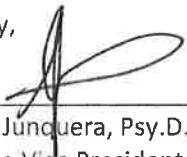
Ann Deibert, Chief Executive Officer
 Broward County Housing Authority
 4780 North State Road 7
 Lauderdale Lakes FL 33319

RE: S + C Permanent Housing 88 Units / FY 2018 HUD Continuum of Care Competition

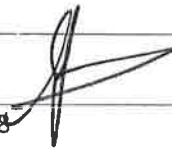
Dear Mrs. Deibert:

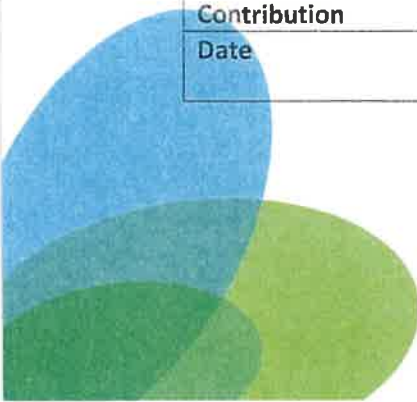
We are pleased to present the following confirmation of Leverage of Goods or Services to your project.

Sincerely,



 Angel L. Junquera, Psy.D.
 Executive Vice President
 August 16, 2018

Name of Organization providing contribution	Chrysalis
In-kind Contribution	\$60,895
Type of Contribution	BBHC funding to provide case management, peer recovery, support services, incidentals, outpatient therapy, psychosocial rehabilitation therapy, and medication management.
Numbers of Individuals to be Served with the Contribution	4
Value of the Contribution per Individual	\$15,224
Total Value of the Contribution	\$60,895
Name of Project	S+ C Permanent Housing 88 Unit
Name of Project Sponsor Organization	Broward County Housing Authority
Date the Contribution will be made available	November 1, 2019 to October 31, 2020
Name of Person Authorized to Commit this Contribution	Angel L. Junquera, Psy.D.
Title of Person Authorized to Commit this Contribution	Executive Vice President
Signature of Person Authorized to Commit this Contribution	
Date	August 16, 2018



Memorandum of Understanding Between Broward County Housing Authority and Archways, Inc

This Memorandum of Understanding (MOU) is made by and between Broward County Housing Authority (BCHA) located at 4780 North State Road 7, Lauderdale Lakes FL 33319 and Archways, Inc, herein referred to as the 'Provider', located at 919 NE 13th St, Fort Lauderdale FL 33304 regarding the S+C 88 Unit Continuum of Care Program (formerly known as the Shelter plus Care Program).

Background

The Continuum of Care Program (formerly known as Shelter plus Care) is funded by a grant from the United States Department of Housing and Urban Development (HUD). The S+C Permanent Housing 88 unit program is more specifically described in exhibit A, Project Description. The program is designed to provide affordable housing and supportive services to homeless individuals who are mentally ill, and may have co-occurring substance abuse disorder, physical illness, or other disabilities that impede their ability to live independently. The BCHA provides Tenant Based Rental Assistance/Permanent Housing under this program as contracted with the Broward County Government - Homeless Initiative Partnership. Program requirements are outlined in 24 Code of Federal Regulations (CFR) 578 (exhibit B).

It is understood by both parties, that Part 578 has changed the permitted method of referral into the Continuum of Care Program. All applicants must be located via the Broward County Continuum of Care Coordinated Assessment System. The Provider may have separate agreement with Broward County to receive applicants for the purpose of referring the applicant to the Continuum of Care Program.

Purpose of Memorandum of Understanding

The BCHA and the Provider have committed to participate in the Continuum of Care Program to provide necessary service to the target population. The purpose of the Memorandum of Understanding (MOU) is to clearly identify the services to be provided and the responsibilities of the Provider and the responsibilities of BCHA.

The tenant-based rental assistance will be provided through the Continuum of Care Grant and combined with case management and other core supportive services. The supportive services will be designed to assist participants in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently.

Scope of Services

The Housing Authority will perform the following activities:

1. Perform initial, interim, and annual income certifications for program participant referrals for qualification of housing and continued eligibility.
2. Conduct initial, complaint, and annual Housing Quality Standards (HQS) inspections in accordance with applicable regulations.
3. Conduct initial and periodic Rent Reasonableness studies in accordance with applicable regulations.
4. Use Continuum of Care grant funds to pay for rental assistance to landlords.

5. Monitor grant performance and submit annual grant reports to HUD via the Broward County Continuum of Care as well as any reports required under contract with the Broward County Homeless Initiative Partnership.
6. Enter participant data in the County authorized Homeless Management Information System (HMIS), proper consent forms will be utilized.
7. Notify the Provider of any participant issues/problems that case management should be made aware of.
8. Track Supportive Service Match and notify Provider of insufficient match.
9. Notify the Provider of any changes to the Housing Authority contacts for this MOU.

The Provider, unconditionally commits to be responsible for:

1. Designating a single contact person/liaison for the grant.
2. Case Management Services for the qualifying member, provided by a case manager, social worker or other Human Services Professional, which includes, but is not limited to:
 - a. Conduct outreach to persons eligible for the program, including attending county initiated meetings to obtain information on homeless persons and select those that may meet program requirements.
 - b. Completion of entire referral packet, disability, and homelessness documentation, and submission in accordance with standards issued by the Broward County Housing Initiative Partnership.
 - c. Assisting participant in completion of paperwork, locating, securing, and maintaining housing within the program parameters.
 - d. Communicate with landlords, agents, and owners to ensure the family can be successful in the program which may include obtaining proper releases from the parties to ensure seamless coordination of service.
 - e. Attending all BCHA appointments with the program participant in order to assist with the process and to be aware of any needs that may come forward during said appointments.
 - f. A minimum of once per month contact with the program participant.
 - g. Provision of, or referral to, any assistance the participant and/or their family members in the household may need in order to retain independent living under the program.
 - h. Annual Assessment of Services
 - i. Provide written certification of Annual Assessment of Services and continued eligibility for services.
 - ii. If participant is ready to graduate from services, to provide written notification to the BCHA and provide coordination of services until participant has been officially housed under another program (based on program availability) or transitioned to stable housing.
 - iii. Provide the update to BCHA on client status post exit at 6 month transition.
 - i. Make written recommendations in the event the participant has violated his/her responsibilities under the program including support of termination or action plan to resolve issue resulting in program violation. BCHA and Provider will make all efforts to mediate program violations before pursuing termination. If a termination action is pursued, the Provider representatives must attend and participate in informal

- termination hearings or mediations as necessary, especially those initiated by the Provider.
- j. Communicate with BCHA designated staff should a serious issue arise during participation in the program.
 - k. Any other requirements the Provider may have under their own policy, regulation or other requirements of the program.
3. Provision of other supportive services that may be required, provided by Psychiatrist, Psychologist, Social Worker, Nurse, Case Management or other Human Service Provider which may include but are not limited to: Counseling, Medication Management, Peer Specialists, Case Management and Nursing services.
 4. Maintenance and documentation of case management records, including but not limited to:
 - a. Monthly Match documentation.
 - b. Semi-Annual Data as described in Record Keeping and Reporting, including attainment of goals during the operating year of the grant(s).
 - c. Provide documentation of Annual Assessment of Services at the participant's annual reexamination.
 - d. Provide significant accomplishments for use in Annual Progress Reports to HUD.
 5. Referral to or Provision of Crisis Support Services.
 6. Referral to or Provision of Social Rehabilitation and Vocational Support Services as appropriate.
 7. Attend trainings/meetings as needed requested by BCHA and the Broward County Homeless Initiative Partnership.
 8. The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

The Provider agrees to supply Leverage at the rate of 75% of the Housing Assistance Payments plus Administrative costs. Any match in excess of the required 25% will be utilized as leverage under this Program.

Recordkeeping and Reporting

Provider agrees to maintain on a current basis documentation of matching service contributions, eligibility and occupancy records, as may be applicable, complete and current monthly service logs, application logs, and all related documents and records to assure proper accounting of fund and performance under the terms of this MOU. Record access and retention should be in accordance with the Broward County Human Services Department Community Partnerships Division "Handbook for Contracted Services Providers". Provider agrees to participate in local and national evaluation of the Continuum of Care Program using a data collection system developed by Broward County and HUD respectively.

**S+C Permanent Housing 88 Units
November 1, 2019 to October 31, 2020**

Documentation of Match will be submitted on a Monthly basis to the BCHA no later than the 10th of each month. Match documentation will be in the form of an 'Electronic Health Care Record – Client Account Record' which will supply the date of service, service type, and cost of service.

Month Services Rendered	Match Documentation Due
January	2/10
February	3/10
March	4/10
April	5/10
May	6/10
June	7/10
July	8/10
August	9/10
September	10/10
October	11/10
November	12/10
December	01/10

Semi-Annual Reports reflect the goals set forth in the Grant Application and BCHA agreements with Broward County Homeless Initiative Partnership Administration. Provider agrees to submit a list of participants that have accomplished a goal on the Individual Service Plan and a list of the participants that did not accomplish at least one goal on the Individual Service Plan during the term of this MOU.

Data is due to BCHA designated staff as follows:

	Time Period Covered	Due to BCHA
Period 1	November 1, 2019 to April 30, 2020	May 15, 2020
Period 2	May 1, 2019 to October 31, 2020	November 15, 2020

Annual Assessment of Services

The Provider agrees to provide to BCHA with a Confirmation of Annual Assessment of Services for the participant during the intake process and at least annually so long as the participant remains on the program.

Accomplishments

The Annual Progress Reports require narratives that include the significant accomplishments of the program participants. Provider agrees to immediately notify the BCHA as participants reach significant accomplishments. Such notification shall be by e-mail to the assigned Occupancy Specialist.

Other Communication

If the participant moves out of the subsidized unit, is placed in a facility, arrested, deceased, or otherwise not in the unit, the Provider agrees to notify the BCHA and provide written verification upon request. Notification via e-mail is an acceptable method of notification.

In accordance with Broward County Human Services Department Community Partnerships Division, "Handbook for Contracted Services Providers", notification of such matters must occur within 24 hours of such incident.

Indemnity and Insurance

Provider shall indemnify BCHA, its' officers and employees against any and all liability for injury and damage caused by any negligent or willful act of omission of Provider or any of Provider's employees or volunteers in the performance of duties specified in this MOU.

BCHA shall likewise indemnify and hold Provider harmless. Provider shall have General Liability, Workers' Compensation, Automobile and Professional insurance coverage as required and appropriate. Proof of coverage will be provided upon request of the BCHA.

Compliance with Federal Regulations

Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the Continuum of Care Program, including but not limited to the requirements of 24 CFR 578 Continuum of Care Program. There will be no displacement of participants through the provision of services pursuant to this MOU.

Confidentiality

Provider must have written procedures and policy to ensure the safety and confidentiality of all records containing personally identifying information of any individual or family who applies for or receives Continuum of Care assistance.

Non-Discrimination and Equal Opportunity

Provider agrees that no person shall, on the ground of race, color, religion, national origin, sex, sexual orientation, handicap, ancestry, familial status, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program participating in the Continuum of Care Program or funded in whole or in part with funds made available to Provider pursuant to this MOU.

Training

The BCHA will offer training to designated Provider staff as it relates to the Continuum of Care application procedures and eligibility requirements

Other Concerns

The BCHA requires the participant to receive case management/supportive services under the program. The BCHA is aware that in certain circumstances the Provider may not be able to provide services to the participant for reasons other than participant non-compliance. In such cases, the Provider will notify the BCHA immediately of such circumstance and ensure the participant is transitioned to another case management agency. The Provider will supply the BCHA with contact information for the new supportive service provider.

Term

The term of this MOU is 11/01/2019 to 10/31/2020 and shall automatically renew under the same term and conditions, unless terminated earlier in accordance with this section.

This agreement may be terminated in whole or in part by either party without cause. The agreement will be deemed to be terminated 30 days after written notice of intent to terminate has been received by the other party. This notification must include the reason for termination. This agreement will terminate automatically if either agency ceases operations. In the event of termination, all required reports will be completed through the end of the agreement period.

Independent Contractor


This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each party is an independent contractor for this MOU and are not the other parties' employees for all purpose, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the federal Unemployment Tax Act, and the State of unemployment insurance law. Each party shall retain sole and absolute discretion in the judgement of the manner and means of carrying out their respective responsibilities hereunder. The parties agree that each party is a separate and independent enterprise, that they have the full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This MOU shall not be construed as creating any joint employment relationship between the parties and the parties will not be liable for any obligation incurred by the other parties, including but not limited to unpaid minimum wages and/or overtime premiums.

Amendment

This MOU may be amended with the written agreement by both agencies.

In witness whereof, the parties hereto have caused this agreement to be executed this 20th day of August 2018.

Broward County Housing Authority

By: 
Ann Deibert, Chief Executive
Officer

Date: 8/20/18

Witnesses:
By: 

Print: Linda Francois

Date: 8/20/2018

Archways Health Systems

By: 
Andrea Katz, Chief Executive Officer

Date: 8/20/18

By: 

Print: Marie C. Fairchild

Date: 8/20/18

EXHIBIT 'A'
Project Description
S+C 88 Unit Continuum of Care Program

Broward County Housing Authority (BCHA) shall provide tenant based rental assistance in scattered site units to at least sixty-six (66) Chronically Homeless Persons, with special needs, who are diagnosed with serious and persistent mental illness and who may also have co-occurring substance abuse disorders, chronic physical illness, or disabilities that impedes their ability to live independently, BCHA shall make rental assistance payments for the Participant's units within Broward County, Florida.

The Project shall involve the assertive outreach of the Broward County Continuum of Care under the Zero: 2016 program or other such program as designated by the Continuum of Care and the Broward County Government. BCHA will collaborate with the Continuum of Care, Coordinated Assessment Committee and Provider. Referrals will originate from the Broward County Coordinated Assessment Committee, to the approved Service provider, then to the BCHA for Tenant-Based Rental Assistance.

Housing assistance will be provided in conjunction with supportive services designed to assist Participant in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently. Case management, access to mental health, medical health, day treatment, substance abuse treatment, or other social services that are needed by the Participant/household and other core support services will be supplied or referred by the Provider pursuant to a written agreement between BCHA and the Provider.

The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

Any match in excess of the required 25% will be utilized towards the leverage requirement under this Program.

BCHA will ensure that the Provider pre-screens Participants for eligibility according to HUD regulations and definitions, and will ensure that the Provider supplies the documentation of supportive service match.

I. Definitions

- a. **Annual Performance Report (APR):** Means the yearly report required which captures statistical data relating to Participants served, progress to meeting program goals, grant expenditures, and match information, and other information used by HUD and County for performance and trend analyses.
- b. **Disabling Condition:** means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including co-occurrence of two (2) or more of these conditions.
- c. **Match:** means supportive services provided in an amount at the minimum equal to the rental assistance provided during the term of this agreement. Each Participant does not need to receive the same amount of services as rental assistance.
- d. **Leverage:** Cash or in-kind contributions in excess of match amount.

- e. **Operating Year:** means the time period beginning November 1 and ending October 31 of each grant year.
 - f. **Project Administration/Administrative Costs:** means the costs associated with processing rental payments to landlords, examining Participant income, inspecting units for compliance with housing quality standards, and receiving Participants into the program. Administrative costs exclude the costs of preparing the grant itself. Administrative costs are equal to 7% of the award.
 - g. **Project Area:** means Broward County, Florida
 - h. **Single Room Occupancy (SRO)** means a housing unit for occupancy by one person which is not required to but may contain food preparation or sanitary facilities or both.
 - i. **Tenant-based rental assistance:** means rental assistance which permits Participants to choose housing of an appropriate size in which to reside. Rental assistance is retained if the Participant moves within the Project area and maintains compliance with responsibilities under the Program.
 - j. **Chronically Homeless:**
 - i. An individual who:
 - 1. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - 2. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four occasions in the last three years; and
 - 3. Can be diagnosed with one or more of the of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 USC 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability.
 - ii. An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (i) of this definition before entering the facility; or
 - iii. A family with an adult head of household who meets all the criteria in paragraph (i) of this definition, including a family whose composition fluctuated while the head of household has been homeless.
- II. **Services:** The Scope of Services for the Project is limited to the following:
- a. BCHA shall provide a Rental Assistance Program. The Rental Assistance Program will make rental payments for participants in accordance with the Grant Agreement.
 - b. BCHA shall provide Project Administration, including processing of rental payments to landlords, examination of Participant income, inspection of units for compliance with housing quality standards, and reception of participants into the program.

Exhibit 'B'

**24 Code of Federal Regulations
Part 578 – Continuum of Care Program**

Memorandum of Understanding Between Broward County Housing Authority Chrysalis Health

This Memorandum of Understanding (MOU) is made by and between Broward County Housing Authority (BCHA) located at 4780 North State Road 7, Lauderdale Lakes FL 33319 and Chrysalis Health, herein referred to as the 'Provider', located at 3800 West Broward Boulevard, 100, Fort Lauderdale FL 33312, regarding the S+C 88 Unit Continuum of Care Program (formerly known as the Shelter plus Care Program).

Background

The Continuum of Care Program (formerly known as Shelter plus Care) is funded by a grant from the United States Department of Housing and Urban Development (HUD). The S+C Permanent Housing 88 unit program is more specifically described in exhibit A, Project Description. The program is designed to provide affordable housing and supportive services to homeless individuals who are mentally ill, and may have co-occurring substance abuse disorder, physical illness, or other disabilities that impede their ability to live independently. The BCHA provides Tenant Based Rental Assistance/Permanent Housing under this program as contracted with the Broward County Government - Homeless Initiative Partnership. Program requirements are outlined in 24 Code of Federal Regulations (CFR) 578 (exhibit B).

It is understood by both parties, that Part 578 has changed the permitted method of referral into the Continuum of Care Program. All applicants must be located via the Broward County Continuum of Care Coordinated Assessment System. The Provider may have separate agreement with Broward County to receive applicants for the purpose of referring the applicant to the Continuum of Care Program.

Purpose of Memorandum of Understanding

The BCHA and the Provider have committed to participate in the Continuum of Care Program to provide necessary service to the target population. The purpose of the Memorandum of Understanding (MOU) is to clearly identify the services to be provided and the responsibilities of the Provider and the responsibilities of BCHA.

The tenant-based rental assistance will be provided through the Continuum of Care Grant and combined with case management and other core supportive services. The supportive services will be designed to assist participants in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently.

Scope of Services

The Housing Authority will perform the following activities:

1. Perform initial, interim, and annual income certifications for program participant referrals for qualification of housing and continued eligibility.
2. Conduct initial, complaint, and annual Housing Quality Standards (HQS) inspections in accordance with applicable regulations.
3. Conduct initial and periodic Rent Reasonableness studies in accordance with applicable regulations.
4. Use Continuum of Care grant funds to pay for rental assistance to landlords.

5. Monitor grant performance and submit annual grant reports to HUD via the Broward County Continuum of Care as well as any reports required under contract with the Broward County Homeless Initiative Partnership.
6. Enter participant data in the County authorized Homeless Management Information System (HMIS), proper consent forms will be utilized.
7. Notify the Provider of any participant issues/problems that case management should be made aware of.
8. Track Supportive Service Match and notify Provider of insufficient match.
9. Notify the Provider of any changes to the Housing Authority contacts for this MOU.

The Provider, unconditionally commits to be responsible for:

1. Designating a single contact person/liaison for the grant.
2. Case Management Services for the qualifying member, provided by a case manager, social worker or other Human Services Professional, which includes, but is not limited to:
 - a. Conduct outreach to persons eligible for the program, including attending county initiated meetings to obtain information on homeless persons and select those that may meet program requirements.
 - b. Completion of entire referral packet, disability, and homelessness documentation, and submission in accordance with standards issued by the Broward County Housing Initiative Partnership.
 - c. Assisting participant in completion of paperwork, locating, securing, and maintaining housing within the program parameters.
 - d. Communicate with landlords, agents, and owners to ensure the family can be successful in the program which may include obtaining proper releases from the parties to ensure seamless coordination of service.
 - e. Attending all BCHA appointments with the program participant in order to assist with the process and to be aware of any needs that may come forward during said appointments.
 - f. A minimum of once per month contact with the program participant.
 - g. Provision of, or referral to, any assistance the participant and/or their family members in the household may need in order to retain independent living under the program.
 - h. Annual Assessment of Services
 - i. Provide written certification of Annual Assessment of Services and continued eligibility for services.
 - ii. If participant is ready to graduate from services, to provide written notification to the BCHA and provide coordination of services until participant has been officially housed under another program (based on program availability) or transitioned to stable housing.
 - iii. Provide the update to BCHA on client status post exit at 6 month transition.
 - i. Make written recommendations in the event the participant has violated his/her responsibilities under the program including support of termination or action plan to resolve issue resulting in program violation. BCHA and Provider will make all efforts to mediate program violations before pursuing termination. If a termination action is pursued, the Provider representatives must attend and participate in informal

- termination hearings or mediations as necessary, especially those initiated by the Provider.
- j. Communicate with BCHA designated staff should a serious issue arise during participation in the program.
 - k. Any other requirements the Provider may have under their own policy, regulation or other requirements of the program.
3. Provision of other supportive services that may be required, provided by Psychiatrist, Psychologist, Social Worker, Nurse, Case Management or other Human Service Provider which may include but are not limited to: Counseling, Medication Management, Peer Specialists, Case Management and Nursing services.
 4. Maintenance and documentation of case management records, including but not limited to:
 - a. Monthly Match documentation.
 - b. Semi-Annual Data as described in Record Keeping and Reporting, including attainment of goals during the operating year of the grant(s).
 - c. Provide documentation of Annual Assessment of Services at the participant's annual reexamination.
 - d. Provide significant accomplishments for use in Annual Progress Reports to HUD.
 5. Referral to or Provision of Crisis Support Services.
 6. Referral to or Provision of Social Rehabilitation and Vocational Support Services as appropriate.
 7. Attend trainings/meetings as needed requested by BCHA and the Broward County Homeless Initiative Partnership.
 8. The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

The Provider agrees to supply Leverage at the rate of 75% of the Housing Assistance Payments plus Administrative costs. Any match in excess of the required 25% will be utilized as leverage under this Program.

Recordkeeping and Reporting

Provider agrees to maintain on a current basis documentation of matching service contributions, eligibility and occupancy records, as may be applicable, complete and current monthly service logs, application logs, and all related documents and records to assure proper accounting of fund and performance under the terms of this MOU. Record access and retention should be in accordance with the Broward County Human Services Department Community Partnerships Division "Handbook for Contracted Services Providers". Provider agrees to participate in local and national evaluation of the Continuum of Care Program using a data collection system developed by Broward County and HUD respectively.

Documentation of Match will be submitted on a Monthly basis to the BCHA no later than the 10th of each month. Match documentation will be in the form of an ‘Electronic Health Care Record – Client Account Record’ which will supply the date of service, service type, and cost of service.

Month Services Rendered	Match Documentation Due
January	2/10
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April	5/10
May	6/10
June	7/10
July	8/10
August	9/10
September	10/10
October	11/10
November	12/10
December	01/10

Semi-Annual Reports reflect the goals set forth in the Grant Application and BCHA agreements with Broward County Homeless Initiative Partnership Administration. Provider agrees to submit a list of participants that have accomplished a goal on the Individual Service Plan and a list of the participants that did not accomplish at least one goal on the Individual Service Plan during the term of this MOU.

Data is due to BCHA designated staff as follows:

	Time Period Covered	Due to BCHA
Period 1	November 1, 2019 to April 30, 2020	May 15, 2020
Period 2	May 1, 2019 to October 31, 2020	November 15, 2020

Annual Assessment of Services

The Provider agrees to provide to BCHA with a Confirmation of Annual Assessment of Services for the participant during the intake process and at least annually so long as the participant remains on the program.

Accomplishments

The Annual Progress Reports require narratives that include the significant accomplishments of the program participants. Provider agrees to immediately notify the BCHA as participants reach significant accomplishments. Such notification shall be by e-mail to the assigned Occupancy Specialist.

Other Communication

If the participant moves out of the subsidized unit, is placed in a facility, arrested, deceased, or otherwise not in the unit, the Provider agrees to notify the BCHA and provide written verification upon request. Notification via e-mail is an acceptable method of notification.

In accordance with Broward County Human Services Department Community Partnerships Division, “Handbook for Contracted Services Providers”, notification of such matters must occur within 24 hours of such incident.

The term of this MOU is 11/01/2019 to 10/31/2020 and shall automatically renew under the same term and conditions, unless terminated earlier in accordance with this section.

This agreement may be terminated in whole or in part by either party without cause. The agreement will be deemed to be terminated 30 days after written notice of intent to terminate has been received by the other party. This notification must include the reason for termination. This agreement will terminate automatically if either agency ceases operations. In the event of termination, all required reports will be completed through the end of the agreement period.

Independent Contractor

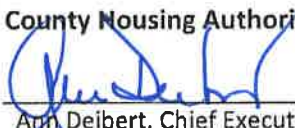
This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each party is an independent contractor for this MOU and are not the other parties' employees for all purpose, including but not limited to, the application of the Fair labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the federal Unemployment Tax Act, and the State of unemployment insurance law. Each party shall retain sole and absolute discretion in the judgement of the manner and means of carrying out their respective responsibilities hereunder. The parties agree that each party is a separate and independent enterprise, that they have the full opportunity to find other business, that hit has made its own investment in its business, and that I will utilize a high level of skill necessary to perform the work. This MOU shall not be construed as creating any joint employment relationship between the parties and the parties will not be liable for any obligation incurred by the other parties, including but not limited to unpaid minimum wages and/or overtime premiums.

Amendment

This MOU may be amended with the written agreement by both agencies.

In witness whereof, the parties hereto have caused this agreement to be executed this 19 day of 8 2018.

Broward County Nousing Authority

By: 
Ann Deibert, Chief Executive Officer

Date: 8/17/2018

Witnesses: By: 

Print: Shernette Rickard

Date: 8/17/18

Chrysalis Health

By: 
Angel Junquera, Chief Executive Officer

Date: 8/16/18

By: 

Print: Casey Williams, BA

Date: 8/16/18

Indemnity and Insurance

Provider shall indemnify BCHA, its' officers and employees against any and all liability for injury and damage caused by any negligent or willful act of omission of Provider or any of Provider's employees or volunteers in the performance of duties specified in this MOU.

BCHA shall likewise indemnify and hold Provider harmless. Provider shall have General Liability, Workers' Compensation, Automobile and Professional insurance coverage as required and appropriate. Proof of coverage will be provided upon request of the BCHA.

Compliance with Federal Regulations

Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the Continuum of Care Program, including but not limited to the requirements of 24 CFR 578 Continuum of Care Program. There will be no displacement of participants through the provision of services pursuant to this MOU.

Confidentiality

Provider must have written procedures and policy to ensure the safety and confidentiality of all records containing personally identifying information of any individual or family who applies for or receives Continuum of Care assistance.

Non-Discrimination and Equal Opportunity

Provider agrees that no person shall, on the ground of race, color, religion, national origin, sex, sexual orientation, handicap, ancestry, familial status, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program participating in the Continuum of Care Program or funded in whole or in part with funds made available to Provider pursuant to this MOU.

Training

The BCHA will offer training to designated Provider staff as it relates to the Continuum of Care application procedures and eligibility requirements

Other Concerns

The BCHA requires the participant to receive case management/supportive services under the program. The BCHA is aware that in certain circumstances the Provider may not be able to provide services to the participant for reasons other than participant non-compliance. In such cases, the Provider will notify the BCHA immediately of such circumstance and ensure the participant is transitioned to another case management agency. The Provider will supply the BCHA with contact information for the new supportive service provider.

Term

EXHIBIT 'A'
Project Description
S+C 88 Unit Continuum of Care Program

Broward County Housing Authority (BCHA) shall provide tenant based rental assistance in scattered site units to at least sixty-six (66) Chronically Homeless Persons, with special needs, who are diagnosed with serious and persistent mental illness and who may also have co-occurring substance abuse disorders, chronic physical illness, or disabilities that impedes their ability to live independently, BCHA shall make rental assistance payments for the Participant's units within Broward County, Florida.

The Project shall involve the assertive outreach of the Broward County Continuum of Care under the Zero: 2016 program or other such program as designated by the Continuum of Care and the Broward County Government. BCHA will collaborate with the Continuum of Care, Coordinated Assessment Committee and Provider. Referrals will originate from the Broward County Coordinated Assessment Committee, to the approved Service provider, then to the BCHA for Tenant-Based Rental Assistance.

Housing assistance will be provided in conjunction with supportive services designed to assist Participant in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently. Case management, access to mental health, medical health, day treatment, substance abuse treatment, or other social services that are needed by the Participant/household and other core support services will be supplied or referred by the Provider pursuant to a written agreement between BCHA and the Provider.

The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

Any match in excess of the required 25% will be utilized towards the leverage requirement under this Program.

BCHA will ensure that the Provider pre-screens Participants for eligibility according to HUD regulations and definitions, and will ensure that the Provider supplies the documentation of supportive service match.

I. Definitions

- a. **Annual Performance Report (APR):** Means the yearly report required which captures statistical data relating to Participants served, progress to meeting program goals, grant expenditures, and match information, and other information used by HUD and County for performance and trend analyses.
- b. **Disabling Condition:** means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including co-occurrence of two (2) or more of these conditions.
- c. **Match:** means supportive services provided in an amount at the minimum equal to the rental assistance provided during the term of this agreement. Each Participant does not need to receive the same amount of services as rental assistance.
- d. **Leverage:** Cash or in-kind contributions in excess of match amount.

- e. **Operating Year:** means the time period beginning November 1 and ending October 31 of each grant year.
 - f. **Project Administration/Administrative Costs:** means the costs associated with processing rental payments to landlords, examining Participant income, inspecting units for compliance with housing quality standards, and receiving Participants into the program. Administrative costs exclude the costs of preparing the grant itself. Administrative costs are equal to 7% of the award.
 - g. **Project Area:** means Broward County, Florida
 - h. **Single Room Occupancy (SRO)** means a housing unit for occupancy by one person which is not required to but may contain food preparation or sanitary facilities or both.
 - i. **Tenant-based rental assistance:** means rental assistance which permits Participants to choose housing of an appropriate size in which to reside. Rental assistance is retained if the Participant moves within the Project area and maintains compliance with responsibilities under the Program.
 - j. **Chronically Homeless:**
 - i. An individual who:
 - 1. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; **and**
 - 2. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four occasions in the last three years; **and**
 - 3. Can be diagnosed with one or more of the of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 USC 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability.
 - ii. An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (i) of this definition before entering the facility; **or**
 - iii. A family with an adult head of household who meets all the criteria in paragraph (i) of this definition, including a family whose composition fluctuated while the head of household has been homeless.
- II. **Services:** The Scope of Services for the Project is limited to the following:
- a. BCHA shall provide a Rental Assistance Program. The Rental Assistance Program will make rental payments for participants in accordance with the Grant Agreement.
 - b. BCHA shall provide Project Administration, including processing of rental payments to landlords, examination of Participant income, inspection of units for compliance with housing quality standards, and reception of participants into the program.

Exhibit 'B'

24 Code of Federal Regulations
Part 578 – Continuum of Care Program

Memorandum of Understanding Between Broward County Housing Authority and Henderson Behavioral Health

This Memorandum of Understanding (MOU) is made by and between Broward County Housing Authority (BCHA) located at 4780 North State Road 7, Lauderdale Lakes FL 33319 and Henderson Behavioral Health, herein referred to as the 'Provider', located at 4740 North State Road 7, Lauderdale Lakes FL 33319 regarding the S+C 88 Unit Continuum of Care Program (formerly known as the Shelter plus Care Program).

Background

The Continuum of Care Program (formerly known as Shelter plus Care) is funded by a grant from the United States Department of Housing and Urban Development (HUD). The S+C Permanent Housing 88 unit program is more specifically described in exhibit A, Project Description. The program is designed to provide affordable housing and supportive services to homeless individuals who are mentally ill, and may have co-occurring substance abuse disorder, physical illness, or other disabilities that impede their ability to live independently. The BCHA provides Tenant Based Rental Assistance/Permanent Housing under this program as contracted with the Broward County Government - Homeless Initiative Partnership. Program requirements are outlined in 24 Code of Federal Regulations (CFR) 578 (exhibit B).

It is understood by both parties, that Part 578 has changed the permitted method of referral into the Continuum of Care Program. All applicants must be located via the Broward County Continuum of Care Coordinated Assessment System. The Provider may have separate agreement with Broward County to receive applicants for the purpose of referring the applicant to the Continuum of Care Program.

Purpose of Memorandum of Understanding

The BCHA and the Provider have committed to participate in the Continuum of Care Program to provide necessary service to the target population. The purpose of the Memorandum of Understanding (MOU) is to clearly identify the services to be provided and the responsibilities of the Provider and the responsibilities of BCHA.

The tenant-based rental assistance will be provided through the Continuum of Care Grant and combined with case management and other core supportive services. The supportive services will be designed to assist participants in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently.

Scope of Services

The Housing Authority will perform the following activities:

1. Perform initial, interim, and annual income certifications for program participant referrals for qualification of housing and continued eligibility.
2. Conduct initial, complaint, and annual Housing Quality Standards (HQS) inspections in accordance with applicable regulations.

3. Conduct initial and periodic Rent Reasonableness studies in accordance with applicable regulations.
4. Use Continuum of Care grant funds to pay for rental assistance to landlords.
5. Monitor grant performance and submit annual grant reports to HUD via the Broward County Continuum of Care as well as any reports required under contract with the Broward County Homeless Initiative Partnership.
6. Enter participant data in the County authorized Homeless Management Information System (HMIS), proper consent forms will be utilized.
7. Notify the Provider of any participant issues/problems that case management should be made aware of.
8. Track Supportive Service Match and notify Provider of insufficient match.
9. Notify the Provider of any changes to the Housing Authority contacts for this MOU.

The Provider, unconditionally commits to be responsible for:

1. Designating a single contact person/liaison for the grant.
2. Case Management Services for the qualifying member, provided by a case manager, social worker or other Human Services Professional, which includes, but is not limited to:
 - a. Conduct outreach to persons eligible for the program, including attending county initiated meetings to obtain information on homeless persons and select those that may meet program requirements.
 - b. Completion of entire referral packet, disability, and homelessness documentation, and submission in accordance with standards issued by the Broward County Housing Initiative Partnership.
 - c. Assisting participant in completion of paperwork, locating, securing, and maintaining housing within the program parameters.
 - d. Communicate with landlords, agents, and owners to ensure the family can be successful in the program which may include obtaining proper releases from the parties to ensure seamless coordination of service.
 - e. Attending all BCHA appointments with the program participant in order to assist with the process and to be aware of any needs that may come forward during said appointments.
 - f. A minimum of once per month contact with the program participant.
 - g. Provision of, or referral to, any assistance the participant and/or their family members in the household may need in order to retain independent living under the program.
 - h. Annual Assessment of Services
 - i. Provide written certification of Annual Assessment of Services and continued eligibility for services.
 - ii. If participant is ready to graduate from services, to provide written notification to the BCHA and provide coordination of services until participant has been officially housed under another program (based on program availability) or transitioned to stable housing.
 - iii. Provide the update to BCHA on client status post exit at 6 month transition.
 - i. Make written recommendations in the event the participant has violated his/her responsibilities under the program including support of termination or action plan to resolve issue resulting in program violation. BCHA and Provider will make all efforts to

- mediate program violations before pursuing termination. If a termination action is pursued, the Provider representatives must attend and participate in informal termination hearings or mediations as necessary, especially those initiated by the Provider.
- j. Communicate with BCHA designated staff should a serious issue arise during participation in the program.
 - k. Any other requirements the Provider may have under their own policy, regulation or other requirements of the program.
3. Provision of other supportive services that may be required, provided by Psychiatrist, Psychologist, Social Worker, Nurse, Case Management or other Human Service Provider which may include but are not limited to: Counseling, Medication Management, Peer Specialists, Case Management and Nursing services.
 4. Maintenance and documentation of case management records, including but not limited to:
 - a. Monthly Match documentation.
 - b. Semi-Annual Data as described in Record Keeping and Reporting, including attainment of goals during the operating year of the grant(s).
 - c. Provide documentation of Annual Assessment of Services at the participant's annual reexamination.
 - d. Provide significant accomplishments for use in Annual Progress Reports to HUD.
 5. Referral to or Provision of Crisis Support Services.
 6. Referral to or Provision of Social Rehabilitation and Vocational Support Services as appropriate.
 7. Attend trainings/meetings as needed requested by BCHA and the Broward County Homeless Initiative Partnership.
 8. The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

The Provider agrees to supply Leverage at the rate of 75% of the Housing Assistance Payments plus Administrative costs. Any match in excess of the required 25% will be utilized as leverage under this Program.

Recordkeeping and Reporting

Provider agrees to maintain on a current basis documentation of matching service contributions, eligibility and occupancy records, as may be applicable, complete and current monthly service logs, application logs, and all related documents and records to assure proper accounting of fund and performance under the terms of this MOU. Record access and retention should be in accordance with the Broward County Human Services Department Community Partnerships Division "Handbook for Contracted Services Providers". Provider agrees to participate in local and national evaluation of the Continuum of Care Program using a data collection system developed by Broward County and HUD respectively.

Documentation of Match will be submitted on a Monthly basis to the BCHA no later than the 10th of each month. Match documentation will be in the form of an ‘Electronic Health Care Record – Client Account Record’ which will supply the date of service, service type, and cost of service.

Month Services Rendered	Match Documentation Due
January	2/10
February	3/10
March	4/10
April	5/10
May	6/10
June	7/10
July	8/10
August	9/10
September	10/10
October	11/10
November	12/10
December	01/10

Semi-Annual Reports reflect the goals set forth in the Grant Application and BCHA agreements with Broward County Homeless Initiative Partnership Administration. Provider agrees to submit a list of participants that have accomplished a goal on the Individual Service Plan and a list of the participants that did not accomplish at least one goal on the Individual Service Plan during the term of this MOU.

Data is due to BCHA designated staff as follows:

	Time Period Covered	Due to BCHA
Period 1	November 1, 2019 to April 30, 2020	May 15, 2020
Period 2	May 1, 2019 to October 31, 2020	November 15, 2020

Annual Assessment of Services

The Provider agrees to provide to BCHA with a Confirmation of Annual Assessment of Services for the participant during the intake process and at least annually so long as the participant remains on the program.

Accomplishments

The Annual Progress Reports require narratives that include the significant accomplishments of the program participants. Provider agrees to immediately notify the BCHA as participants reach significant accomplishments. Such notification shall be by e-mail to the assigned Occupancy Specialist.

Other Communication

If the participant moves out of the subsidized unit, is placed in a facility, arrested, deceased, or otherwise not in the unit, the Provider agrees to notify the BCHA and provide written verification upon request. Notification via e-mail is an acceptable method of notification.

In accordance with Broward County Human Services Department Community Partnerships Division, “Handbook for Contracted Services Providers”, notification of such matters must occur within 24 hours of such incident.

Indemnity and Insurance

Provider shall indemnify BCHA, its' officers and employees against any and all liability for injury and damage caused by any negligent or willful act of omission of Provider or any of Provider's employees or volunteers in the performance of duties specified in this MOU.

BCHA shall likewise indemnify and hold Provider harmless. Provider shall have General Liability, Workers' Compensation, Automobile and Professional insurance coverage as required and appropriate. Proof of coverage will be provided upon request of the BCHA.

Compliance with Federal Regulations

Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the Continuum of Care Program, including but not limited to the requirements of 24 CFR 578 Continuum of Care Program. There will be no displacement of participants through the provision of services pursuant to this MOU.

Confidentiality

Provider must have written procedures and policy to ensure the safety and confidentiality of all records containing personally identifying information of any individual or family who applies for or receives Continuum of Care assistance.

Non-Discrimination and Equal Opportunity

Provider agrees that no person shall, on the ground of race, color, religion, national origin, sex, sexual orientation, handicap, ancestry, familial status, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program participating in the Continuum of Care Program or funded in whole or in part with funds made available to Provider pursuant to this MOU.

Training

The BCHA will offer training to designated Provider staff as it relates to the Continuum of Care application procedures and eligibility requirements

Other Concerns

The BCHA requires the participant to receive case management/supportive services under the program. The BCHA is aware that in certain circumstances the Provider may not be able to provide services to the participant for reasons other than participant non-compliance. In such cases, the Provider will notify the BCHA immediately of such circumstance and ensure the participant is transitioned to another case management agency. The Provider will supply the BCHA with contact information for the new supportive service provider.

Term

The term of this MOU is 11/01/2019 to 10/31/2020 and shall automatically renew under the same term and conditions, unless terminated earlier in accordance with this section.

This agreement may be terminated in whole or in part by either party without cause. The agreement will be deemed to be terminated 30 days after written notice of intent to terminate has been received by the other party. This notification must include the reason for termination. This agreement will terminate automatically if either agency ceases operations. In the event of termination, all required reports will be completed through the end of the agreement period.

Independent Contractor

This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each party is an independent contractor for this MOU and are not the other parties' employees for all purpose, including but not limited to, the application of the Fair labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the federal Unemployment Tax Act, and the State of unemployment insurance law. Each party shall retain sole and absolute discretion in the judgement of the manner and means of carrying out their respective responsibilities hereunder. The parties agree that each party is a separate and independent enterprise, that they have the full opportunity to find other business, that hit has made its own investment in its business, and that I will utilize a high level of skill necessary to perform the work. This MOU shall not be construed as creating any joint employment relationship between the parties and the parties will not be liable for any obligation incurred by the other parties, including but not limited to unpaid minimum wages and/or overtime premiums.

Amendment

This MOU may be amended with the written agreement by both agencies.

In witness whereof, the parties hereto have caused this agreement to be executed this 16 day of August 2018.

Broward County Housing Authority

By: [Signature]
Ann Deibert, Chief Executive Officer

Date: 8/17/2018

Witnesses:
By: [Signature]
Print: MONICA ALFARO
Date: 8-17-2018

Henderson Behavioral Health

By: [Signature] C.O.O.
for Steven Ronik
Steven Ronik, Chief Executive Officer

Date: 8.16.18

By: [Signature]
Print: Renee Burkel
Date: 8/16/18

EXHIBIT 'A'
Project Description
S+C 88 Unit Continuum of Care Program

Broward County Housing Authority (BCHA) shall provide tenant based rental assistance in scattered site units to at least sixty-six (66) Chronically Homeless Persons, with special needs, who are diagnosed with serious and persistent mental illness and who may also have co-occurring substance abuse disorders, chronic physical illness, or disabilities that impedes their ability to live independently, BCHA shall make rental assistance payments for the Participant's units within Broward County, Florida.

The Project shall involve the assertive outreach of the Broward County Continuum of Care under the Zero: 2016 program or other such program as designated by the Continuum of Care and the Broward County Government. BCHA will collaborate with the Continuum of Care, Coordinated Assessment Committee and Provider. Referrals will originate from the Broward County Coordinated Assessment Committee, to the approved Service provider, then to the BCHA for Tenant-Based Rental Assistance.

Housing assistance will be provided in conjunction with supportive services designed to assist Participant in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently. Case management, access to mental health, medical health, day treatment, substance abuse treatment, or other social services that are needed by the Participant/household and other core support services will be supplied or referred by the Provider pursuant to a written agreement between BCHA and the Provider.

The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

Any match in excess of the required 25% will be utilized towards the leverage requirement under this Program.

BCHA will ensure that the Provider pre-screens Participants for eligibility according to HUD regulations and definitions, and will ensure that the Provider supplies the documentation of supportive service match.

I. Definitions

- a. **Annual Performance Report (APR):** Means the yearly report required which captures statistical data relating to Participants served, progress to meeting program goals, grant expenditures, and match information, and other information used by HUD and County for performance and trend analyses.
- b. **Disabling Condition:** means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including co-occurrence of two (2) or more of these conditions.
- c. **Match:** means supportive services provided in an amount at the minimum equal to the rental assistance provided during the term of this agreement. Each Participant does not need to receive the same amount of services as rental assistance.
- d. **Leverage:** Cash or in-kind contributions in excess of match amount.

- e. **Operating Year:** means the time period beginning November 1 and ending October 31 of each grant year.
 - f. **Project Administration/Administrative Costs:** means the costs associated with processing rental payments to landlords, examining Participant income, inspecting units for compliance with housing quality standards, and receiving Participants into the program. Administrative costs exclude the costs of preparing the grant itself. Administrative costs are equal to 7% of the award.
 - g. **Project Area:** means Broward County, Florida
 - h. **Single Room Occupancy (SRO)** means a housing unit for occupancy by one person which is not required to but may contain food preparation or sanitary facilities or both.
 - i. **Tenant-based rental assistance:** means rental assistance which permits Participants to choose housing of an appropriate size in which to reside. Rental assistance is retained if the Participant moves within the Project area and maintains compliance with responsibilities under the Program.
 - j. **Chronically Homeless:**
 - i. An individual who:
 - 1. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; **and**
 - 2. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four occasions in the last three years; **and**
 - 3. Can be diagnosed with one or more of the of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 USC 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability.
 - ii. An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (i) of this definition before entering the facility; **or**
 - iii. A family with an adult head of household who meets all the criteria in paragraph (i) of this definition, including a family whose composition fluctuated while the head of household has been homeless.
- II. **Services:** The Scope of Services for the Project is limited to the following:
- a. BCHA shall provide a Rental Assistance Program. The Rental Assistance Program will make rental payments for participants in accordance with the Grant Agreement.
 - b. BCHA shall provide Project Administration, including processing of rental payments to landlords, examination of Participant income, inspection of units for compliance with housing quality standards, and reception of participants into the program.

Exhibit 'B'

24 Code of Federal Regulations
Part 578 – Continuum of Care Program

Memorandum of Understanding Between Broward County Housing Authority and Banyan Health Systems

This Memorandum of Understanding (MOU) is made by and between Broward County Housing Authority (BCHA) located at 4780 North State Road 7, Lauderdale Lakes FL 33319 and Banyan Health Systems, herein referred to as the 'Provider', located at 790 E. Broward Blvd., Fort Lauderdale, FL 33301 regarding the S+C 88 Unit Continuum of Care Program (formerly known as the Shelter plus Care Program).

Background

The Continuum of Care Program (formerly known as Shelter plus Care) is funded by a grant from the United States Department of Housing and Urban Development (HUD). The S+C Permanent Housing 88 unit program is more specifically described in exhibit A, Project Description. The program is designed to provide affordable housing and supportive services to homeless individuals who are mentally ill, and may have co-occurring substance abuse disorder, physical illness, or other disabilities that impede their ability to live independently. The BCHA provides Tenant Based Rental Assistance/Permanent Housing under this program as contracted with the Broward County Government - Homeless Initiative Partnership. Program requirements are outlined in 24 Code of Federal Regulations (CFR) 578 (exhibit B).

It is understood by both parties, that Part 578 has changed the permitted method of referral into the Continuum of Care Program. All applicants must be located via the Broward County Continuum of Care Coordinated Assessment System. The Provider may have separate agreement with Broward County to receive applicants for the purpose of referring the applicant to the Continuum of Care Program.

Purpose of Memorandum of Understanding

The BCHA and the Provider have committed to participate in the Continuum of Care Program to provide necessary service to the target population. The purpose of the Memorandum of Understanding (MOU) is to clearly identify the services to be provided and the responsibilities of the Provider and the responsibilities of BCHA.

The tenant-based rental assistance will be provided through the Continuum of Care Grant and combined with case management and other core supportive services. The supportive services will be designed to assist participants in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently.

Scope of Services

The Housing Authority will perform the following activities:

1. Perform initial, interim, and annual income certifications for program participant referrals for qualification of housing and continued eligibility.
2. Conduct initial, complaint, and annual Housing Quality Standards (HQS) inspections in accordance with applicable regulations.

3. Conduct initial and periodic Rent Reasonableness studies in accordance with applicable regulations.
4. Use Continuum of Care grant funds to pay for rental assistance to landlords.
5. Monitor grant performance and submit annual grant reports to HUD via the Broward County Continuum of Care as well as any reports required under contract with the Broward County Homeless Initiative Partnership.
6. Enter participant data in the County authorized Homeless Management Information System (HMIS), proper consent forms will be utilized.
7. Notify the Provider of any participant issues/problems that case management should be made aware of.
8. Track Supportive Service Match and notify Provider of insufficient match.
9. Notify the Provider of any changes to the Housing Authority contacts for this MOU.

The Provider, unconditionally commits to be responsible for:

1. Designating a single contact person/liaison for the grant.
2. Case Management Services for the qualifying member, provided by a case manager, social worker or other Human Services Professional, which includes, but is not limited to:
 - a. Conduct outreach to persons eligible for the program, including attending county initiated meetings to obtain information on homeless persons and select those that may meet program requirements.
 - b. Completion of entire referral packet, disability, and homelessness documentation, and submission in accordance with standards issued by the Broward County Housing Initiative Partnership.
 - c. Assisting participant in completion of paperwork, locating, securing, and maintaining housing within the program parameters.
 - d. Communicate with landlords, agents, and owners to ensure the family can be successful in the program which may include obtaining proper releases from the parties to ensure seamless coordination of service.
 - e. Attending all BCHA appointments with the program participant in order to assist with the process and to be aware of any needs that may come forward during said appointments.
 - f. A minimum of once per month contact with the program participant.
 - g. Provision of, or referral to, any assistance the participant and/or their family members in the household may need in order to retain independent living under the program.
 - h. Annual Assessment of Services
 - i. Provide written certification of Annual Assessment of Services and continued eligibility for services.
 - ii. If participant is ready to graduate from services, to provide written notification to the BCHA and provide coordination of services until participant has been officially housed under another program (based on program availability) or transitioned to stable housing.
 - iii. Provide the update to BCHA on client status post exit at 6 month transition.
 - i. Make written recommendations in the event the participant has violated his/her responsibilities under the program including support of termination or action plan to resolve issue resulting in program violation. BCHA and Provider will make all efforts to

- mediate program violations before pursuing termination. If a termination action is pursued, the Provider representatives must attend and participate in informal termination hearings or mediations as necessary, especially those initiated by the Provider.
- j. Communicate with BCHA designated staff should a serious issue arise during participation in the program.
 - k. Any other requirements the Provider may have under their own policy, regulation or other requirements of the program.
3. Provision of other supportive services that may be required, provided by Psychiatrist, Psychologist, Social Worker, Nurse, Case Management or other Human Service Provider which may include but are not limited to: Counseling, Medication Management, Peer Specialists, Case Management and Nursing services.
 4. Maintenance and documentation of case management records, including but not limited to:
 - a. Monthly Match documentation.
 - b. Semi-Annual Data as described in Record Keeping and Reporting, including attainment of goals during the operating year of the grant(s).
 - c. Provide documentation of Annual Assessment of Services at the participant's annual reexamination.
 - d. Provide significant accomplishments for use in Annual Progress Reports to HUD.
 5. Referral to or Provision of Crisis Support Services.
 6. Referral to or Provision of Social Rehabilitation and Vocational Support Services as appropriate.
 7. Attend trainings/meetings as needed requested by BCHA and the Broward County Homeless Initiative Partnership.
 8. The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

The Provider agrees to supply Leverage at the rate of 75% of the Housing Assistance Payments plus Administrative costs. Any match in excess of the required 25% will be utilized as leverage under this Program.

Recordkeeping and Reporting

Provider agrees to maintain on a current basis documentation of matching service contributions, eligibility and occupancy records, as may be applicable, complete and current monthly service logs, application logs, and all related documents and records to assure proper accounting of fund and performance under the terms of this MOU. Record access and retention should be in accordance with the Broward County Human Services Department Community Partnerships Division "Handbook for Contracted Services Providers". Provider agrees to participate in local and national evaluation of the Continuum of Care Program using a data collection system developed by Broward County and HUD respectively.

Documentation of Match will be submitted on a Monthly basis to the BCHA no later than the 10th of each month. Match documentation will be in the form of an 'Electronic Health Care Record – Client Account Record' which will supply the date of service, service type, and cost of service.

Month Services Rendered	Match Documentation Due
January	2/10
February	3/10
March	4/10
April	5/10
May	6/10
June	7/10
July	8/10
August	9/10
September	10/10
October	11/10
November	12/10
December	01/10

Semi-Annual Reports reflect the goals set forth in the Grant Application and BCHA agreements with Broward County Homeless Initiative Partnership Administration. Provider agrees to submit a list of participants that have accomplished a goal on the Individual Service Plan and a list of the participants that did not accomplish at least one goal on the Individual Service Plan during the term of this MOU.

Data is due to BCHA designated staff as follows:

	Time Period Covered	Due to BCHA
Period 1	November 1, 2019 to April 30, 2020	May 15, 2020
Period 2	May 1, 2019 to October 31, 2020	November 15, 2020

Annual Assessment of Services

The Provider agrees to provide to BCHA with a Confirmation of Annual Assessment of Services for the participant during the intake process and at least annually so long as the participant remains on the program.

Accomplishments

The Annual Progress Reports require narratives that include the significant accomplishments of the program participants. Provider agrees to immediately notify the BCHA as participants reach significant accomplishments. Such notification shall be by e-mail to the assigned Occupancy Specialist.

Other Communication

If the participant moves out of the subsidized unit, is placed in a facility, arrested, deceased, or otherwise not in the unit, the Provider agrees to notify the BCHA and provide written verification upon request. Notification via e-mail is an acceptable method of notification.

In accordance with Broward County Human Services Department Community Partnerships Division, "Handbook for Contracted Services Providers", notification of such matters must occur within 24 hours of such incident.

Indemnity and Insurance

Provider shall indemnify BCHA, its' officers and employees against any and all liability for injury and damage caused by any negligent or willful act of omission of Provider or any of Provider's employees or volunteers in the performance of duties specified in this MOU.

BCHA shall likewise indemnify and hold Provider harmless. Provider shall have General Liability, Workers' Compensation, Automobile and Professional insurance coverage as required and appropriate. Proof of coverage will be provided upon request of the BCHA.

Compliance with Federal Regulations

Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the Continuum of Care Program, including but not limited to the requirements of 24 CFR 578 Continuum of Care Program. There will be no displacement of participants through the provision of services pursuant to this MOU.

Confidentiality

Provider must have written procedures and policy to ensure the safety and confidentiality of all records containing personally identifying information of any individual or family who applies for or receives Continuum of Care assistance.

Non-Discrimination and Equal Opportunity

Provider agrees that no person shall, on the ground of race, color, religion, national origin, sex, sexual orientation, handicap, ancestry, familial status, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program participating in the Continuum of Care Program or funded in whole or in part with funds made available to Provider pursuant to this MOU.

Training

The BCHA will offer training to designated Provider staff as it relates to the Continuum of Care application procedures and eligibility requirements

Other Concerns

The BCHA requires the participant to receive case management/supportive services under the program. The BCHA is aware that in certain circumstances the Provider may not be able to provide services to the participant for reasons other than participant non-compliance. In such cases, the Provider will notify the BCHA immediately of such circumstance and ensure the participant is transitioned to another case management agency. The Provider will supply the BCHA with contact information for the new supportive service provider.

Term

The term of this MOU is 11/01/2019 to 10/31/2020 and shall automatically renew under the same term and conditions, unless terminated earlier in accordance with this section.

This agreement may be terminated in whole or in part by either party without cause. The agreement will be deemed to be terminated 30 days after written notice of intent to terminate has been received by the other party. This notification must include the reason for termination. This agreement will terminate automatically if either agency ceases operations. In the event of termination, all required reports will be completed through the end of the agreement period.

Independent Contractor

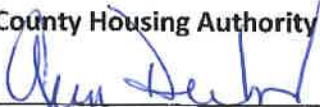
This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each party is an independent contractor for this MOU and are not the other parties' employees for all purpose, including but not limited to, the application of the Fair labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the federal Unemployment Tax Act, and the State of unemployment insurance law. Each party shall retain sole and absolute discretion in the judgement of the manner and means of carrying out their respective responsibilities hereunder. The parties agree that each party is a separate and independent enterprise, that they have the full opportunity to find other business, that hit has made its own investment in its business, and that I will utilize a high level of skill necessary to perform the work. This MOU shall not be construed as creating any joint employment relationship between the parties and the parties will not be liable for any obligation incurred by the other parties, including but not limited to unpaid minimum wages and/or overtime premiums.

Amendment

This MOU may be amended with the written agreement by both agencies.

In witness whereof, the parties hereto have caused this agreement to be executed this 17 day of August 2018.

Broward County Housing Authority

By: 
Ann Deibert, Chief Executive Officer


Date: 8/17/2018

Witnesses:
By: 

Print: Linda Francois

Date: 8/17/2018

Banyan Health Systems

By: 
Ileana Garcia, Chief Executive Officer

Date: 8/17/18

By: 

Print: Indira Ujya

Date: 8/17/18

EXHIBIT 'A'
Project Description
S+C 88 Unit Continuum of Care Program

Broward County Housing Authority (BCHA) shall provide tenant based rental assistance in scattered site units to at least sixty-six (66) Chronically Homeless Persons, with special needs, who are diagnosed with serious and persistent mental illness and who may also have co-occurring substance abuse disorders, chronic physical illness, or disabilities that impedes their ability to live independently, BCHA shall make rental assistance payments for the Participant's units within Broward County, Florida.

The Project shall involve the assertive outreach of the Broward County Continuum of Care under the Zero: 2016 program or other such program as designated by the Continuum of Care and the Broward County Government. BCHA will collaborate with the Continuum of Care, Coordinated Assessment Committee and Provider. Referrals will originate from the Broward County Coordinated Assessment Committee, to the approved Service provider, then to the BCHA for Tenant-Based Rental Assistance.

Housing assistance will be provided in conjunction with supportive services designed to assist Participant in successfully obtaining and remaining in permanent housing, increasing skills and/or income, and maximizing their ability to live independently. Case management, access to mental health, medical health, day treatment, substance abuse treatment, or other social services that are needed by the Participant/household and other core support services will be supplied or referred by the Provider pursuant to a written agreement between BCHA and the Provider.

The Supportive Services administered by the Provider are designated as the required match for the Project. Regulations require match equal to a minimum of 25% of the Rental Assistance plus Administrative Costs.

Any match in excess of the required 25% will be utilized towards the leverage requirement under this Program.

BCHA will ensure that the Provider pre-screens Participants for eligibility according to HUD regulations and definitions, and will ensure that the Provider supplies the documentation of supportive service match.

I. Definitions

- a. **Annual Performance Report (APR):** Means the yearly report required which captures statistical data relating to Participants served, progress to meeting program goals, grant expenditures, and match information, and other information used by HUD and County for performance and trend analyses.
- b. **Disabling Condition:** means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including co-occurrence of two (2) or more of these conditions.
- c. **Match:** means supportive services provided in an amount at the minimum equal to the rental assistance provided during the term of this agreement. Each Participant does not need to receive the same amount of services as rental assistance.
- d. **Leverage:** Cash or in-kind contributions in excess of match amount.

- e. **Operating Year:** means the time period beginning November 1 and ending October 31 of each grant year.
 - f. **Project Administration/Administrative Costs:** means the costs associated with processing rental payments to landlords, examining Participant income, inspecting units for compliance with housing quality standards, and receiving Participants into the program. Administrative costs exclude the costs of preparing the grant itself. Administrative costs are equal to 7% of the award.
 - g. **Project Area:** means Broward County, Florida
 - h. **Single Room Occupancy (SRO)** means a housing unit for occupancy by one person which is not required to but may contain food preparation or sanitary facilities or both.
 - i. **Tenant-based rental assistance:** means rental assistance which permits Participants to choose housing of an appropriate size in which to reside. Rental assistance is retained if the Participant moves within the Project area and maintains compliance with responsibilities under the Program.
 - j. **Chronically Homeless:**
 - i. An individual who:
 - 1. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; **and**
 - 2. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four occasions in the last three years; **and**
 - 3. Can be diagnosed with one or more of the of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 USC 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability.
 - ii. An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (i) of this definition before entering the facility; **or**
 - iii. A family with an adult head of household who meets all the criteria in paragraph (i) of this definition, including a family whose composition fluctuated while the head of household has been homeless.
- II. **Services:** The Scope of Services for the Project is limited to the following:
- a. BCHA shall provide a Rental Assistance Program. The Rental Assistance Program will make rental payments for participants in accordance with the Grant Agreement.
 - b. BCHA shall provide Project Administration, including processing of rental payments to landlords, examination of Participant income, inspection of units for compliance with housing quality standards, and reception of participants into the program.

Exhibit 'B'

24 Code of Federal Regulations
Part 578 – Continuum of Care Program