

HOMELESS OUTREACH FUNDING AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2014 (the “Effective Date”), by and between the **HEALTH CARE CENTER FOR THE HOMELESS, INC. (“HCCH”)**, a Florida not-for-profit corporation, **HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC. (“HSN”)**, a Florida not-for-profit corporation, and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO (“CRA”)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes.

W I T N E S S E T H:

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 163, Part III, Florida Statutes; and

WHEREAS, the City Council initially adopted a community redevelopment plan for the Downtown Orlando Community Redevelopment Area (“Area”) on July 12, 1982, which was most recently amended on January 27, 2014, pursuant to resolution of City Council (the “Redevelopment Plan”); and

WHEREAS, the Redevelopment Plan provides that the CRA may support and fund outreach programs to assist homeless persons in regaining self-sufficiency and minimizing the impacts of the homeless on the residents and businesses within the Area; and

WHEREAS, the loitering of homeless persons in the Area is an impediment to further redevelopment of the Area; and

WHEREAS, the CRA desires to have persons knowledgeable with respect to available homeless services in the Area to provide outreach to the homeless persons within the Area in an effort to meet goals for the Plan and reduce the number of homeless persons in the Area; and

WHEREAS, the HCCH desires to provide outreach services within the Area through the use of homeless outreach specialists as more specifically described on Exhibit “A” (“Services”); and

WHEREAS, the CRA desires to assist in funding the provision of the Services in the Area in partial fulfillment of Redevelopment Plan goals; and

WHEREAS, HSN also desires to assist in funding the provision of the Services in the Area; and

WHEREAS, the CRA finds and declares it is in the public’s best interest to assist by providing funding to HCCH in the amount of sixty thousand dollars (\$60,000.00) (“CRA Funds”) to be used towards the costs of employing two homeless outreach specialists contingent upon the Services provided meeting the performance standards set forth in Exhibit “B” attached hereto, and incorporated herein, by reference; and

WHEREAS, HSN agrees to contribute thirty-five thousand dollars (\$35,000.00) to HCCH to be used towards the cost of providing the Services (“HSN Funds”); and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

1. Incorporation of Premises: The preamble of this Agreement set forth above is true and correct and is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.

2. Term: The term of this Agreement shall commence on July 1, 2014, and shall, unless sooner terminated as provided herein, automatically terminate on June 30, 2015.

3. Funding: Under the terms and conditions set forth in this Agreement, the CRA agrees to contribute the CRA Funds to the HCCH to assist in its provision of the Services in partial fulfillment of the Redevelopment Plan goals. Such CRA Funds shall be distributed to HCCH in one payment of \$60,000.00 on or before July 1, 2014. HSN agrees to contribute the HSN Funds to HCCH to assist in its provision of the Services. Such HSN Funds shall be distributed to HCCH through a cost reimbursement process from July 1, 2014 to June 30, 2015, based on a subcontract between HSN and HCCH. The CRA Funds and the HSN Funds shall collectively be referred to as “Funds”.

4. Obligations of HCCH: Within the Area, HCCH will provide the outreach Services as generally described in Exhibit “A” throughout the Term of this Agreement. HCCH shall use the Funds pursuant to section 3 above only within the Area and only for the purposes described in this Agreement, including the exhibits attached hereto. HCCH shall remain in compliance with the performance standards set forth in Exhibit “B” at all times during the term of this Agreement.

5. Progress and Financial Reporting: HCCH shall submit quarterly progress and summary financial reports to the CRA and HSN. The first report, for the period from June 2014-August 2014, shall be provided by September 15, 2014. The second report, for the period from September 2014-November 2014, shall be provided by December 15, 2014. The third report, for December 2014-February 2015, shall be provided by March 15, 2015. A year-end report shall be provided by May 31, 2015 and shall include information from the entire term of the Agreement as well as a separate reporting for the March 2015-May 2015 time frame. Progress reports shall include an evaluation of the Services provided (including numbers served, placement, and progress towards meeting objectives of resident stability/housing and increase in income and/or skills. The reports shall also contain a specific accounting of the number of referrals to the Men’s Service Center operated by the Coalition for the Homeless and the outcome of those referrals. The reports should be sent by regular mail to the Community Redevelopment Agency, Attn: Executive Director, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801. Moreover, the reports shall be consistent with the Services described in Exhibit “A”, and shall identify expenditures associated with or related to the Funds. Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of HCCH to receive or retain the Funds received from the CRA or HSN.

6. Books and Records/Audit:

a. HCCH shall maintain books, records, and other evidence relating to the Services provided and use of the Funds hereunder (hereinafter referred to as the “Books and Records”) in accordance with generally accepted accounting principles, procedures and practices, which documents the homeless outreach program in a manner that fulfills the requirements of this Agreement.

b. HCCH expressly acknowledges that the CRA and HSN shall have the right to audit the Books and Records from time to time for compliance by HCCH with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of three (3) years after the term of this Agreement.

c. The CRA and HSN shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records.

7. Repayment of Funds: HCCH shall be liable for repayment of any Funds dispersed under the terms of this Agreement, which may be deemed by the funding entity to have been dispersed in error, or which are used by HCCH in violation of this Agreement.

8. Monitoring: HCCH shall permit the CRA and HSN to monitor the provision of the Services by HCCH and to ensure compliance with the terms of this Agreement. HCCH shall, to assist monitoring of its program, provide to the CRA and HSN or their designees access to all client records and such other information as the CRA and HSN may deem necessary.

9. Termination:

a. In the event of a breach or default by HCCH, the CRA, or HSN shall provide written notice to HCCH of HCCH’s breach or default and HCCH shall have thirty (30) days thereafter within which to cure the breach or default. If such breach or default remains uncured for a period of 30 days after the provision of the notice of such breach or default, the CRA or HSN terminate the whole or any part of this Agreement.

b. Waiver by the CRA or HSN of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

c. In the event of termination of this Agreement for HCCH’s breach, HCCH shall return all unused Funds to the appropriate funding entity as of the date of termination.

d. In the event of a breach or default by the CRA or HSN by non-payment of Funds due HCCH, HCCH shall provide written notice to all parties of the breach and the breaching party shall have thirty (30) days thereafter within which to cure the breach or default. If such breach or default remains uncured for a period of 30 days after the provision of the notice of such breach or default, HCCH may: a) continue provision of the Services with Funds already obtained or by other funds available to HCCH, b) propose alternate actions to be taken to continue provision of the Services or c) terminate this Agreement and cease provision of the Services and return any Funds not used to provide Services to date to the party providing such portion of the Funding. In any event, should HCCH terminate this Agreement, HCCH

shall be responsible for repayment of any Funds that have been provided to HCCH, but not yet used in the provision of Services.

10. Indemnification: HCCH agrees to indemnify, defend and hold harmless the CRA, HSN, and the City or Orlando, their board members, employees, agents and elected and appointed officials, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of HCCH, its employees, officers, directors, or agents related to this Agreement, (2) the operation the Services, or (3) the mere existence of this Agreement itself.

11. Insurance: HCCH shall have in force during the term of this Agreement the insurance coverage listed below. HCCH will provide valid Certificates of Insurance to the CRA and HSN within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the CRA and HSN prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, HCCH shall immediately provide written notice to the CRA and HSN upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. All insurance coverages furnished expect workers' compensation and employers' liability shall include the City, CRA, and HSN and their officers, elected officials, and employees as additional insured with respect to the provision of the Services. The City, CRA, and HSN shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. HCCH shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, CRA, and HSN, and their officers, elected officials, agents and employees.

- a. Commercial General Liability – HCCH will provide and maintain a commercial general liability policy ("occurrence" type policy) with limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
- b. Commercial Automobile Liability -- HCCH will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
- c. Workers' Compensation and Employer's Liability -- HCCH will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000 each occurrence.

12. Force Majeure: The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any

cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

13. Nonassignability: HCCH may not assign the rights hereunder without the prior written consent of the CRA and HSN which assignment may be agreed to, denied, or conditioned in part or in whole as CRA and HSN deem appropriate in their sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the CRA before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14. Controlling Laws:

a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando and the CRA now in effect and those hereinafter adopted.

b. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

15. Miscellaneous:

a. HCCH warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

b. HCCH warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin or marital status.

c. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing. The continued performance by any party hereto after an event of default shall not be deemed a waiver of any rights by the CRA. Furthermore, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present.

d. This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.

e. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

f. It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint venturers between the parties hereto or as constituting HCCH as the agent or representative of the CRA or HSN for any purpose or in any manner whatsoever. The performance of the Services outlined in this Agreement is as independent entities and not as agents of each other.

16. Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

CRA: Executive Director
City of Orlando Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

AND

Office of Economic Development Director
City of Orlando
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

HCCH: Chief Executive Officer
Health Care Center for the Homeless
232 N Orange Blossom Trail
Orlando, FL 32805

HSN: Executive Director
Homeless Services Network of Central Florida
2828 Edgewater Drive
Orlando, FL 32854

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

HEALTH CARE CENTER FOR THE HOMELESS

By _____

WITNESSES:

(1) _____

(2) _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by _____ as the _____ of Health Care Center for the Homeless. He/She is personally
known to me or has produced a valid (State) _____ Driver's License as identification.

Notary Public
My Commission Expires:

**HOMELESS SERVICES NETWORK OF CENTRAL
FLORIDA, INC.**

By _____

WITNESSES:

(1) _____
Print Name: _____

(2) _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by _____ as the _____ of Homeless Services Network of Central Florida, Inc. He/She is
personally known to me or has produced a valid (State) _____ Driver's License as
identification.

Notary Public
My Commission Expires:

**CITY OF ORLANDO COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Buddy Dyer
Chairman

ATTEST:

By: _____
Thomas C. Chatmon, Jr.
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Buddy Dyer and Thomas C. Chatmon, Jr., well known to me and known by me as the Chairman and Executive Director, respectively, of the City of Orlando Community Redevelopment Agency, who are personally known to me or has produced a valid (State) _____ Driver's License as identification.

Notary Public
Commission Expires:

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
CRA, only.
_____, 2014.

Assistant City Attorney
Orlando, Florida

Exhibit “A”

Downtown Homeless Outreach Services Program

Overview

The purpose of the Downtown Homeless Outreach Services program is to provide safe transition opportunities for unsheltered homeless persons and families in downtown Orlando. During the first year of operation by HCCH, this program benefited more than 650 unsheltered homeless persons by linking them to essential services. The program also benefited downtown businesses with the availability of trained staff and resources necessary to address issues caused by the presence of the unsheltered homeless.

Program Goals

- Engage the unsheltered homeless and help them in accessing stable housing
- Work with police, fire, service providers and faith-based community
- Work with downtown businesses, providing information and resolving issues related to the downtown homeless
- Gather data about the downtown homeless population

Program Objectives:

- Resident stability
- Increase in skills and income
- Move towards self-sufficiency

Term of Project: July 1, 2014 through June 30, 2015

Program Budget:

Outreach Specialists _____	\$88,750
Direct assistance to individual and families _____	\$ 7,500
Supplies _____	\$1,500
Reporting/Admin _____	\$7,310
Total _____	\$105,060

History

The Downtown Homeless Outreach team began providing outreach services in February of 2011. The main focus of the Outreach Team is to meet and engage the unsheltered homeless in downtown Orlando and, if the person is willing, get them placed in emergency, transitional or permanent housing. The Outreach Team utilizes relationships with partner agencies for shelter and supportive services.

Of the population served, 90% are chronically homeless. About 10% are not and are easily placed in transitional or permanent housing as available through partner providers such as the Christian Service Center, the Salvation Army, the Orlando Rescue Mission, the Coalition for the Homeless of Central Florida, Inc. Fresh Start program, and the Wayne Densch Center for individual situational homeless. Although they utilize an existing shelter guide, having computer access to an updated site with bed availability would be very helpful.

Proposed Operations

The Outreach Team will track their contacts through the Homeless Management information System (HMIS) a data system managed by the area Continuum of Care lead agency, HSN. Monthly reporting would be available to monitor outcomes. HSN is also a referral agency for services such as bed availability and placement.

During the program year (June 1, 2014 through May 31, 2015) the team would be employed and managed by the Health Care Center for the Homeless, Inc. They will be required to comply with HCCH standard employment requirements and evaluations. The Outreach Team will focus its operations downtown between the hours of 8 a.m. and 5p.m., the hours that most service providers are available for referrals, and will provide coverage from 6:00 a.m.until at least 8:00 p.m, Monday through Friday.

Process

To determine the level of care required, the Outreach Team will perform a Vulnerability Assessment on all approachable and amenable persons who state they do not have a permanent residence. This data will be tracked and entered into HMIS. A determination is made as to whether the person is chronically homeless or situationally homeless. This Vulnerability Assessment will include a referral for medical, dental, behavioral health, and detoxification as needed.

HUD defines a chronically homeless person as “either (1) an unaccompanied homeless individual with a disabling condition who has been continuously homeless for a year or more, OR (2) an unaccompanied individual with a disabling condition who has had at least four episodes of homelessness in the past three years.” Situationally, homeless is defined as an individual or family who, within the last 90 days, lacks a fixed, regular and adequate night time residence, meaning the individual or family has a primary night time residence that is a public or private place not meant for human habitation or is living in a publicly or privately operated shelter designed to provide temporary living arrangements. They are formerly permanently housed persons, who due to a situation such as job loss, family and/or financial issues have become homeless.

Based on the assessments, the Outreach Team will educate the person about appropriate services that may benefit them. The team may follow up with clients who are referred to shelters and transitional housing either directly through the client or through an agency contact. Those who are identified to be in situational homelessness may be referred to appropriate agencies for a fast-track emergency intake and development of a long term (3-6 months) care plan. The goal is to establish a client centered plan to provide stable housing with wrap-around case management.

Because of the complicated nature of most chronically homeless individuals, it is unrealistic to assume that everyone can be permanently housed. Those who are identified as chronically homeless with possible dual diagnosis of mental health or substance abuse issues will be referred to the appropriate resources. Mental illness has been identified as the number one issue for the homeless. The Outreach Team will continue to seek out resources for this population as there are rarely beds available.

The Outreach Team would also meet regularly with downtown businesses to determine their experience in encountering the homeless. This will include the business providing specific information so the team may provide a strategically targeted effort. Based on these meetings, the team will determine the best approach to addressing the concerns identified by the businesses. The Team will also follow up regularly to assess progress.

Reporting requirements

All data should be entered into HMIS by the Outreach Team and HMIS-participating referral agencies. A report will be prepared quarterly to include:

- Number served and basic demographics

- Placement –homeless status at engagement and location/type of placement
- Progress to meeting the objectives of:
 - Moving homeless clients living on the streets into emergency, transitional or permanent housing
 - Increase in income of engaged clients from all eligible mainstream benefits and development of skills
 - Successful referral for treatment of mental illness, substance abuse and/or other disabilities

Collaborating Agencies' Responsibilities

The Health Care Center for the Homeless: Management and Administration of Outreach Team

To continue the important work of this program, the Health Care Center for the Homeless (HCCH) proposes to act as management and implementation agent for this program to ensure objectives and reporting requirements are met.

HCCH has a history of managing outreach teams that work with the homeless, specifically the HOPE Team. HCCH would manage Downtown Homeless Outreach team in the following manner:

- Maintain oversight of outreach coordinators and additional necessary staff.
- Provide any necessary office space for outreach coordinators.
- Coordinate staff training updates, certifications, licenses as needed to work with this population.
- Develop clear expectations and process for evaluating individual client and staff needs, and safety precautions.
- Ensure the use of a “Vulnerability Assessment” is implemented to gauge the client’s immediate needs.
- Enter client data and track care plans or ensure that referral agencies enter data and track through HMIS.
- Prepare outreach schedule for downtown businesses to become aware of the services.
- Develop and print a brochure (current Downtown Street Card) with contact info to distribute to downtown businesses, providers, and clients. The draft brochure shall be sent to the CRA for its input prior to printing brochures for distribution.
- Coordinate weekly check-in meetings with OPD, OFD, and downtown faith community.
- Establish weekly client staffing meeting to ensure use of most currently recognized best standards of practice and resolve any issues.
- Refer clients to appropriate agencies for case management, housing placement, access to healthcare , mental health services, substance abuse services, disability services, domestic violence counseling, safe refuge and transportation services.

City of Orlando Community Redevelopment Agency and Homeless Services Network : Funding Source, Reporting and Monitoring

The CRA and HSN will continue to coordinate and participate in regularly scheduled meetings with the appropriate community partners to monitor progress and evolve practices with respect to the Program.

Budget Narrative

Program Funding:

The CRA will allocate \$60,000 to this Project to be used towards the costs of the two outreach specialists. HSN will provide \$35,000 and HCCH will provide the remaining funds needed to fund the Program for the period of July 1, 2014 through June 30, 2015.

The cost to continue this program through June 30, 2015 is \$105,060.

Program Budget:

Lead Outreach Specialist (includes fringe)	<u>\$47,500</u>
Outreach Specialist (includes fringe)	<u>\$41,250</u>
Direct assistance to individual and families	<u>\$ 7,500</u>
(Bus passes for family reunification and essential transportation, prescription medications, detoxification and treatment fees, emergency shelter fees, gas cards, identification costs, emergency food or clothing, etc)	
Supplies	<u>\$ 1,500</u>
(2 iPads with cases, internet service, and printing, etc)	
Reporting	<u>\$ 7,310</u>

Total \$105,060.00

Exhibit “B”

Performance Standards

Proposed Output

The outreach team will have contact with approximately 400 unsheltered homeless persons in downtown Orlando.

Proposed Outcomes

- 400 unduplicated homeless persons will be engaged in outreach to enter minimum HMIS data.
- 300 unduplicated homeless persons will have a Vulnerability Assessment performed to determine the urgency of their medical needs to identify those at highest risk of dying on the streets; the highest scoring clients will receive priority case management and resources
- 300 homeless persons will be screened and, if needed, be referred for medical and/or dental services
- 300 homeless persons will be screened and referred to emergency shelter
- 200 homeless persons will be referred to Community Food and Outreach Center (hereafter CFOC) for support services to assist the client achieve housing stability and accessing mainstream benefits (DCF, SSI/DI, VA, Medicaid)
- 75 homeless persons will be referred to transitional housing, permanent supportive housing, or provided family reunification
- 90 homeless persons with identified substance abuse or mental health issues will be referred to the appropriate behavioral health facility for care
- 100 homeless persons will be referred to the Men’s Service Center (operated by the Coalition for the Homeless) for intake assessment
- Respond, upon notification by the CRA or HSN of the existence of such, to areas of highly concentrated homeless persons or homeless activity within the Area in need of outreach services by developing and implementing a programmatic plan of action to address such need and provide the CRA and HSN a report of such actions taken within 30 days of initial notification

Term of Project: July 1, 2014 through June 30, 2015