

**CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
FOR MENTAL HEALTH SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into on 9/3/2020 by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 (“City”) and the **North Miami Holistic Wellness Center, Inc.**, a for profit corporation registered and authorized to do business in the State of Florida, having its principal office at 14880 SW 180 Street, Miami, FL 33187 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on July 14, 2020, the City of North Miami adopted Resolution No. 2020-R-76 establishing the Mental Health Assistance Program; and

WHEREAS, the City desires to enter into an agreement with Contractor to provide mental health services as set forth in the Program Guidelines attached as Exhibit “A”; and

WHEREAS, Contractor represents that it has the required degree of specialized expertise, qualifications and experience, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, the City finds that the Services obtained to help families and/or individuals who are affected directly or indirectly by the coronavirus, specifically, families and/or individuals who are overwhelmed, showing signs of mental instability, and are unable to pay to access the necessary services, is in the best interest of the City.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 Mental Health Assistance Program Guidelines, attached hereto as Exhibit “A”;

2.1.2 Contractor’s proposal (“Proposal”), attached hereto as Exhibit “B”;

2.1.3 Agreement Addendum (HUD guidelines and procedures), attached hereto as Exhibit “C”

2.1.4 Any additional documents, which are required to be submitted by Contractor in the provision of Services.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized time adjustments, the Term of this Agreement shall be the period commencing September 1, 2020 through August 31, 2021. This Term of Agreement may be extended by consent of the Parties in writing.

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – COMPENSATION

4.1 The City agrees to pay Contractor an amount not to exceed Forty Thousand Dollars (\$40,000.00) for all Services rendered. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

4.2 The City shall pay Contractor within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Contractor shall provide the professional services described in the City's Program Guidelines attached hereto as Exhibit "A". Contractor shall perform the professional Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.3 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.4 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.5 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 - CONFLICTS OF INTEREST

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 - DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10- NOTICES

10.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Contractor: North Miami Holistic Wellness Center, Inc.
Attn: Nadine Gousse, Registered Agent
14880 SW 180 Street
Miami, FL 33187
nmholisticwellnesscenter@gmail.com

To City: City of North Miami
Attn: City Manager
776 N.E. 125th Street
North Miami, Florida 33161

With a copy to: City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 - PUBLIC RECORDS

11.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

11.2 The Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records".

ARTICLE 12 - INDEMNIFICATION

12.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

12.2 The Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its

subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

12.3 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 13 - INSURANCE

13.1 Prior to commencing Services, the Contractor shall submit certificates of insurance evidencing the required coverage under the Contract Documents and specifically providing that the City is an additional named insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence Services under this Agreement until after Contractor has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by the City.

13.2 Contractor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

13.3 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida. The City may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

ARTICLE 14 - FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to

rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

15.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

15.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of the page is left intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By:  DocuSigned by: D1E9EF6503048B...

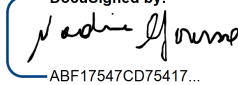
Print Name: Carinne Larset

Title: witness

Date: 8/28/2020

North Miami Holistic Wellness Center, Inc.,

“Contractor”:


By:  DocuSigned by: ABF17547CD75417...

Print Name: Nadine Gousse

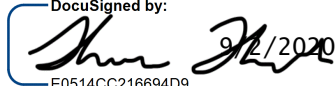
Title: President

Date: 8/28/2020

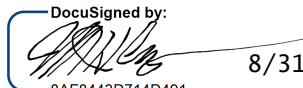
ATTEST:

By:  DocuSigned by: BB47A3B4B262492... 9/3/2020
Vanessa Joseph, Esq.
City Clerk

City of North Miami, a Florida municipal corporation, “City”:

By:  DocuSigned by: E0514CC216694D9... 9/2/2020
Theresa Therilus, Esq.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:  DocuSigned by: 8AF8443D714D491... 8/31/2020
Jeff P. H. Cazeau
City Attorney



MENTAL HEALTH ASSISTANCE PROGRAM

During the COVID-19 pandemic, the City of North Miami (“City”) may assist families and/or individuals who are affected directly or indirectly by the coronavirus, specifically, families and/or individuals who are overwhelmed, showing signs of mental instability, and are unable to pay to access the necessary services.

The COVID-19 pandemic has caused widespread destabilization within family units by cause of death, sickness, loss of wages, loss of businesses, significantly affecting not only the financial stability of households, but mostly individual wellness that go beyond a depression state to and possibly develop mental health concerns. The City will use available Federal Funding to assist up to fifty (50) residents beginning August 1, 2020.

PROGRAM GUIDELINES

The Mental Health Assistance program is designed to provide mental health services to families and/or individuals (19 and older) who are experiencing mental health concerns.

Applicant(s) are considered eligible if they are a North Miami resident and their total household income does not exceed 80% of the area median income.

This program is free to participants and will be provided either in person, over the phone or virtually by a licensed and trained professional or firms (“Provider”). Services include but are not limited to:

- 1) Mental health screening and assessments;
- 2) Individual or small group individual counseling;
- 3) Family counseling;
- 4) Record keeping for counseling sessions;
- 5) Preparation of counseling plans;
- 6) Completion of progress reports and referral notes

Upon completion of such services, Provider will refer Applicant(s) to one of the City’s public service partners or community resources for additional assistance, if necessary.

Funding for the program is provided by the United States Department of Housing and Urban Development (HUD) through the CDBG-CV allocation as a grant/service with no repayment requirement.

Applicant(s) will be selected based on Provider assessment, residency, and income eligibility criteria. Once eligibility has been determined, Provider will put together a plan not to exceed three (3) sessions to accompany Applicant(s), and if necessary, at the end refer Applicant(s) to one of our partners for additional assistance.

EXHIBIT A



Applicant Selection Process

A. Eligibility Criteria

Applicant(s) must meet all of the below criteria to qualify for this program:

1. Must be a City of North Miami resident. To verify you live in the City of North Miami, please visit the following site and look for your address: [City of North Miami Address Search](#). Alternatively, you may also verify this information by accessing the [Miami-Dade Property Appraiser website](#) and perform a property search by your address. If the results display a "FOLIO" number that starts with "06-XXXX-XX-XXXX", your address meets this eligibility requirement.
2. Must experience mental health issues to be assessed by Provider.
3. Current annual income, if any, is less than the amount indicated in the table below based on the household size of the family.

MAXIMUM HOUSEHOLD INCOME LIMITS – 2020

Household Size/ Income Group	1	2	3	4	5	6	7	8
30% - LMI	\$19,200	\$21,950	\$24,700	\$27,400	\$30,680	\$35,160	\$39,640	\$44,120
Extremely Low								
50%-LMI	\$32,000	\$36,600	\$41,150	\$45,700	\$49,400	\$53,050	\$56,700	\$60,350
Very Low								
80%-LMI	\$51,200	\$58,500	\$65,800	\$73,100	\$78,950	\$84,800	\$90,650	\$96,500
Very Low								

Provider is responsible for assessing Applicant(s) for eligibility. Housing & Social Services ("HSS") will guide Provider on using the necessary tools (residency verification through www.miamidade.gov, 2020 Income Chart Limit, Census Tract information) to properly screen Applicant(s). Names & addresses of residents receiving mental health services must remain confidential and available only where permitted by law.

B. Application Process

Applicant(s) experiencing mental health issues will call Provider hotline number(s) (xxx) xxx-xxxx, (to be provided) where Provider or Provider's representative will assess Applicant(s) to assure that there are mental health issues that meet the criteria listed above, and screen Applicant(s) to determine eligibility.

EXHIBIT A



Applicant(s) through the Provider must fill out an application form, sign the Release, Waiver & Indemnification Agreement to discharge the City from all liability.

Once assessment is completed and eligibility determined, Provider will put together a plan that may consist of private sessions, group therapy, etc., based on Applicant(s)' needs and begin serving Applicant(s).

Provider Responsibility

A. Provision of Services

Provider is responsible for the following:

- 1) Pre-screening of Applicant(s)
- 2) Data collection (Residency, Income, Census tract record thru Provider Application Form)
- 3) Executed Release & Waiver and Indemnification Agreement from Applicant
- 4) Provide mental Health Assistance as agreed per Agreement
- 5) Record Keeping

Provider is responsible to provide the services to Applicant(s). Assistance to Applicant(s) is limited to up to three (3) sessions under this program. Services offered to Applicant(s) by Provider are confidential to the parties; at no time must the City through HSS be part of the assessment and the recommendations.

Given the restrictions due to the COVID-19 pandemic, services may be rendered in person, over the phone, virtual (zoom, gotomeeting, etc.), group sessions, or any other platforms recommended by Provider that meet CDC recommendations for meetings.

B. Reporting and Payment Request

Provider will submit to HSS monthly report of services rendered to Residents. To protect Applicant(s)' privacy, report shall not include the name and address of Applicant(s), but refer to Applicant(s) as Client #1, indicate the census tract number location, and any information permitted by law, with a brief synopsis of the services offered.

Provider will submit a payment package request on a monthly basis. Request for payment must be submitted within five (5) days following the end of the month.

C. Funding Requirements

Provider shall maintain a personal file for each Applicant containing all data mentioned above, subject to auditing where permitted by law.

The City reserves the right to retain an independent auditor to review the files and produce a report to City to ensure compliance with HUD, where permitted by law.

EXHIBIT A

City of North Miami

MENTAL HEALTH ASSISTANCE PROGRAM
PARTICIPANT FORM

Release, Waiver and Indemnification Agreement (“Agreement”)

DATE: _____

PARTICIPANT’S NAME _____ TELEPHONE # (____) _____

ADDRESS _____ CITY _____ ZIP _____

BIRTH DATE ____/____/____

EMERGENCY CONTACT _____ PHONE # (____) _____

PHYSICIAN’S NAME _____ PHONE # (____) _____

I, the undersigned participant, whose name appears above, voluntarily consent and agree to participate in this Mental Health Assistance supported program.

By executing this document, the undersigned further agree to the following:

- **WAIVE ANY CLAIM** against the City of North Miami (“City”) and its officers, agents and employees arising from any loss, injury, or damage to person or property and does **COVENANT NOT TO SUE** the City and its officers, agents and employees.
- **RELEASE, INDEMNIFY, AND HOLD HARMLESS** the City and its officers, agents and employees from any and all claims, suits, actions, demands, rights, court judgments or expenses arising from or by reason of any and all known or unknown damages, claims or actions arising from participation in the above described program.
- Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City’s liability as set forth in Section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney’s fees, investigative costs or pre-judgment interest.
- In the event any portion of this Agreement is deemed to be void, the undersigned specifically agree to waive any and all claims, including but not limited to claims for medical expenses, future cost of medical bills, pain and suffering, and emotional distress, against the City and its officers, agents and employees.
- The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages or arising out of this Agreement, so that its liability never exceeds the sum of \$1,000.00. Participant hereby expresses its willingness to enter into this Agreement with recovery from the City for any action or claim arising from this Agreement to be limited to the sum of \$1,000.00.
- This Agreement shall be binding on all heirs, successors and assigns of participant.

The undersigned have fully read, understood and agree to each and every term contained in this Release, Waiver and Indemnification agreement.

WITNESS

SIGNATURE OF PARTICIPANT
PARENT OR GUARDIAN SIGNATURE

PRINT NAME

EXHIBIT B



North Miami Holistic Wellness Center, Inc.

713 NE 125th Street, Miami, FL 33161

Tel: 1 (888) 572-4835

Total Grant:	\$40,000
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Intake/Assessment/Bio	Price \$200
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Second Session/Therapeutic	Actual \$136
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Third Session/Therapeutic	Actual \$136
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Last Session/discharged	free
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Pricing per customer : \$472.00	
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Administrative fees/delivery cost	Actual \$6,500
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EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT MENTAL HEALTH SERVICES AGREEMENT ADDENDUM (HUD Guidelines and Procedures)

This is an addendum, referred to as the “Mental Health Services Agreement Addendum”, hereby entered into on _____, between **City of North Miami** (“City”), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161, referred to as the “City”, and **North Miami Holistic Wellness Center, Inc.**, a for profit corporation registered and authorized to do business in the State of Florida, having its principal office at 14880 SW 180 Street, Miami, FL 33187 referred to as the “Contractor provide mental health services as set forth in the Program Guidelines attached as Exhibit “A” referred to as the “Program”. This Addendum is mutually acknowledged by the parties to the Program to be an integral part of the terms conditions and understanding contained in the Professional Services Agreement (“Agreement”) and all addenda enumerated in, referenced in, or affixed to the Agreement, referred to as the “Contract Documents”, as may be amended from time to time by written modifications or change orders to the Agreement.

In consideration of the Federal financial assistance being made available in connection with this Addendum and the Agreement for the Program Contractor acknowledges, understands and agrees to comply with all applicable City of North Miami conditions as well as the Federal Government Regulations for the delivery of this public service assistance.

Contractor also acknowledges, understands and agrees that in accepting to perform the work with Federal funding made available by the City in connection with this Program, that the Contractor has duly authority to perform the duties and responsibilities within the limitation of its authority as further described below in this Addendum. To more fully understand the rights, responsibilities and duties of all the participants to the Agreement, this Addendum provides for the following:

A. SERVICES

Contractor shall provide mental health services as set forth in the Program Guidelines attached as Exhibit “A”:

Contractor agrees to the following:

- a) The SERVICES shall benefit City residents.
- b) The Contractor shall maintain records including, but not be limited to, the following:
 1. Client profiles identifying household income, head of household, ethnicity, race and gender.
 2. An outreach plan, which insures equitable participation by all eligible City residents.
- c) The Contractor shall abide by the Federal requirements of 24 CFR 570.600-612, Subpart K, Other Program Requirements.

- e) The Contractor acknowledges and accepts the conditions set forth in the Agreement and Guidelines, a copy of which is attached hereto as Exhibit "A" and made a part of this Agreement.

B. MONTHLY REPORTS

The Contractor shall provide monthly reports as required by the City and per guidelines, which shall be **five (5) days following the end of the month.**

The final report under this Agreement shall contain a final evaluation that includes the cumulative totals and other statistical findings (such as the number of clients served, dollars spent to render actual services to each client, and the program's overall effectiveness) and shall be due no more than 30 days following this Agreement's expiration.

Other reporting requirements may be required by the City in the event of program changes and/or legislative amendments. The Contractor shall be informed, in writing, if any changes become necessary. The Contractor understands and agrees that this Agreement is subject to termination for failure to comply with reporting deadlines.

C. AUDIT AND INSPECTIONS

At any time during normal business hours and as often as the City and/or the comptroller of HUD may deem necessary, there shall be made available to the City and/or representatives of the federal agency, the right to audit and examine all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement. It is further understood that all records and supporting documents pertaining to this Agreement shall be kept for a minimum period of three (3) years from the date of expiration of this Agreement and shall be to the extent required by law, public records available for inspection and copying. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise. If during the course of an audit, the City determines that any payments made to the Contractor do not constitute an allowable expenditure, the City will have the right to deduct or reduce those amounts from their related invoices. The Contractor must maintain records necessary to document compliance with the provisions of the Agreement.

Nonprofit organizations that expend \$750,000.00 or more annually in federal awards shall have a single or program specific audit conducted in accordance with OMB A-133. Nonprofit organizations expending federal awards of \$750,000 or more under federal programs may elect to have a program-specific audit performed, in accordance with OMB A-133.

Nonprofit organizations that expend less than \$750,000.00 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be made available for review (e.g. inspections, evaluations). These organizations are required by the City to submit "reduced scope" audits to (e.g. financial audits, performance audits). They may choose instead of a reduced scope audit to have a program audit conducted for each federal award in accordance with federal laws and regulations governing the programs in which they participate. Records must be available for review or audit by appropriate officials of federal and city agencies.

A copy of the audit report in duplicate must be received by the City no later than six months following the end of organization's fiscal year.

D. ADDITIONAL CONDITIONS AND COMPENSATION

It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from federal CDBG-CV Grant funds and funding is contingent upon approval and funding by HUD.

E. SUBCONTRACTS

The Contractor agrees that no assignment or subcontract will be made in connection with this Agreement.

F. ACCESS TO RECORDS

Contractor per section C of this Addendum, shall allow access during normal business hours to all financial records to authorized Federal, State or City representatives and agrees to provide such assistance as may be necessary to facilitate financial audit by any of these representatives when deemed necessary by the City to insure compliance with applicable accounting and financial standards. The Contractor shall allow access during normal business hours to all other records, forms, files, and documents which have been generated in performance of this Agreement, to those personnel as may be designated by the City.

Financial Management

1. Accounting Standards

The Contractor agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Contractor shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

Documentation and Record Keeping

1. Records to be Maintained

The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

- c) Records required to determine the eligibility of clients and activities;

G. PERFORMANCE REVIEW

The City may conduct a formal quarterly review of the Contractor's compliance with the terms of this Agreement. A report of their findings will be made available to the Contractor within thirty (30) days of the completion of the review.

H. CIVIL RIGHTS

The Contractor agrees to abide and be governed by Title VI and VII, Civil Rights Act of 1964 (42 USC 2000 D & E) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sexual orientation, religion, handicap or national origin in performance of this Agreement, in regard to persons served, or in regard to employees or applicants for employment. It is expressly understood that upon receipt of evidence of such discrimination, the City shall have the right to terminate this Agreement.

The Contractor also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, 42 USC, which provides in part that there shall be no discrimination against persons in any area of employment because of age.

I. PATENT AND COPYRIGHTS

The Contractor agrees that HUD and the City retain patent rights and copyrights on any project, which involves research, development, experimental, or demonstration work.

J. PROJECT PUBLICITY

The Contractor agrees that any news release or other type of positive publicity pertaining to the Program must recognize the City as the recipient funded by HUD as the entity, which provided funds for the project.

K. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that its liability never exceeds the agreed sum of **Forty Thousand Dollars and 00/100 (\$40,000.00)**. Contractor expresses its willingness to enter into this Agreement and recovery from the City for any action or claim arising from this Agreement to be limited to **Forty Thousand Dollars and 00/100 (\$40,000.00)**.

Accordingly, and notwithstanding any other term or condition of this Agreement, the Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of **Forty Thousand Dollars and 00/100 (\$40,000.00)** for any action or claim of the Contractor or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's

liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

The Contractor shall indemnify and save the City harmless from any and all claims, liability, losses and causes of actions arising out of any act, error or omission of the Contractor's professional services under this Agreement; and to the extent of any such claim, liability, loss or cause of action, the Contractor shall pay all such claims and losses and costs and judgments which may issue thereon, as well as any attorney's fee incurred. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the City and the Contractor. The Contractor shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the City.

L. VENUE, APPLICABLE LAW

This Agreement shall be governed by the laws of Florida, and any action shall be brought in Miami-Dade County, Florida.

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