

On April 24, 2007 the Miami-Dade County Board of County Commissioners (BCC) passed a Resolution (R-432-07) which directed the Homeless Trust to develop and recommend Memoranda of Agreement (hereinafter referred to as Agreement) establishing discharge polices for agencies in Miami-Dade County who provide services to homeless persons or those at risk of homelessness in an effort to prevent homelessness as recommended by the Community Affordable Housing Strategies Alliance Taskforce. The Resolution required that the Homeless Trust present the recommendations and memoranda to the BCC within 120 days of the Resolution. On November 6, 2007, the BCC passed a Resolution extending the reporting deadline an additional 90 days from the date of the Resolution. The following is the report of the work of Miami-Dade County Homeless Trust (hereinafter referred to as Homeless Trust or “Trust”) related to this issue and the proposed Memoranda of Agreement.

Memoranda of Agreement
Between
The Miami-Dade County Homeless Trust
And
Miami-Dade County Corrections & Rehabilitation
And
The Florida Department of Corrections
And
The Florida Department of Children & Families
And
The State of Florida 11th Judicial Circuit
And
Jackson Memorial Hospital/Public Health Trust
And
Our Kids, Inc
And
Community Mental Health Facilities

Process

Beginning in May, 2007 the Miami-Dade County Homeless Trust implemented a planning process related to establishing Memoranda of Agreement involving the aforementioned parties. A series of meetings were held with all pertinent parties, which were led by Ronald L. Book, Esq., Chairman of the Homeless Trust. Additionally, sub-committees also met related to various special populations including: the Felony population, civil court (probate division), medical, mental health, sexual predators/offenders, youth exiting Foster Care and families involved with the Department of Children & Families.

Recommendations were made, discussed, vetted and shared with representatives from systems of care representing all of the above referenced entities as well as the Public Defenders Office, the State Attorney’s Office, law enforcement and other key stakeholders. The result of this group’s work is presented below for the consideration of

the Miami-Dade County Homeless Trust and the Board of County Commissioners. Additionally, the ongoing monitoring of this agreement and further work of this group will be conducted under the auspices of the Miami-Dade County Homeless Trust and as requested will be reported to the Board of County Commissioners

Purpose

The goal of this Interagency Agreement is to prevent homelessness, by setting forth discharge planning policies, and the identification of roles and responsibilities related to the discharge of homeless individuals or those who are at risk of homelessness.

Agreement Goals

The goals of this Agreement include the following:

1. To establish formal linkages, training policies, and discharge policies between the Miami-Dade County Homeless Trust and all of the above referenced parties.
2. To establish discharge policies between the State of Florida Department of Corrections (DOC) and the Miami-Dade County Homeless Trust for State inmates.
3. To establish discharge policies between the Miami-Dade County Homeless Trust and the Miami-Dade County Department of Corrections and Rehabilitation for County jail inmates.
4. To establish discharge policies between the Miami-Dade County Homeless Trust and Jackson Memorial Hospital/Public Health Trust for homeless patients or those at risk of homelessness.
5. To establish discharge policies between the State of Florida 11th Judicial Circuit and the Miami-Dade County Homeless Trust for homeless persons and those persons at risk of homelessness involved with the 11th Judicial Circuit (misdemeanor, felony, civil and diversion cases).
6. To establish discharge policies between Our Kids, Inc and the Miami-Dade County Homeless Trust for Youth Exiting Foster Care who are at risk of homelessness.
7. To establish discharge policies between community mental health centers and facilities for homeless persons exiting mental health facilities and centers.
8. To establish linkages between the Miami-Dade County Homeless Trust and The Florida Department of Children & Families related to families at risk of homelessness.
9. To establish discharge policies between hospitals and the Miami-Dade County Homeless Trust for homeless persons and those at risk of homelessness.

Term of Agreement

The term of this Agreement shall be for five (5) years from the date of its execution. This Agreement may be renewed thereafter for five (5) successive five-year terms upon the written mutual consent of the parties.

Joint Responsibilities

In entering into this agreement all parties agree to carry out the following responsibilities:

1. To assign appropriate representatives to the Miami-Dade County Homeless Trust Services Development Committee for ongoing dialogue, refinement, and monitoring of the progress of this Agreement on a minimum of a quarterly basis.
2. To establish and maintain the use of a data system (Homeless Management Information System) to identify, refer, and track homeless individuals served by mutual systems, particularly high utilizers of services of multiple systems of care.
3. To create and review systems data in terms of the number of homeless people or people at risk of homelessness entering and exiting each system of care involved in this Agreement and to identify trends and unmet needs, and the identification of chronically homeless people who are high utilizers of multiple systems of care.
4. To provide cross-systems training to appropriate personnel of all systems related to resources, rules, and regulations pertinent to homeless people and those at risk of homelessness.
5. To refer, and accept as appropriate, homeless persons, or those at risk of homelessness into housing and services, as available and appropriate.

Agency Responsibilities:

Miami-Dade County Homeless Trust

1. The Miami-Dade County Homeless Trust will provide a minimum of quarterly training sessions on Homeless Trust resources to the other entities involved in this agreement. The training will be provided to, but not be limited to: Drug Court case managers, Judges, Bailiffs, Probate Bar, Miami-Dade Correctional Counselors or appropriate Corrections staff, DOC Classification and Probation Officers, HART (Homeless Assessment Referral and Tracking) staff, JMH/Public Health Trust Social Workers or appropriate staff, Hospital Social Workers, Community Mental Health Centers and Facilities staff, State Attorney's Office, Public Defenders Office, Guardianship program staff, DCF staff, Our Kids staff.
2. The Miami-Dade County Homeless Trust will provide access to and training on the Homeless Management Information System (HMIS) for client referral, tracking, and case management purposes.
3. The Miami-Dade County Homeless Trust will establish a team of Housing Specialists, linked to the Homeless Helpline, who will accept referrals and serve as appropriate within available resources, homeless individuals or those at risk of homelessness, from all of the other parties involved in this Agreement. These specialists may be located at strategic locations (e.g. The Justice Center) or other sites to be determined by the Homeless Trust.
4. The Miami-Dade County Homeless Trust will identify housing and services, within available resources, or through the development of new resources within budgetary and legal limitations, for homeless individuals or those at risk of homelessness referred by all other parties under this Agreement.
5. The Miami-Dade County Homeless Trust will work with the other agencies under this Agreement to collect data on those individuals referred, placed, and or unable to be served, to identify trends, high utilizers, unmet needs, and barriers to placement. The Homeless Trust will work to identify resources to meet unmet needs identified via this process.

6. The Miami-Dade County Homeless Trust will identify Chronically Homeless-High Utilizers of multiple systems of care who will be referred to and receive low demand permanent supportive housing, or other housing and services as available and appropriate.
7. The Miami-Dade County Homeless Trust will review and determine policy related to prioritizing “court involved clients” in terms of Trust funded bed availability for mental health and substance abuse treatment programs.

The State of Florida 11th Judicial Circuit

8. The 11th Judicial Circuit will ensure that Judges, Judicial Assistants, the Probate Bar, Bailiffs, Homeless Assessment Referral and Tracking (HART) program staff, Drug Court staff, and other appropriate staff are trained in the use of Homeless Trust resources.
9. The 11th Judicial Circuit will ensure that appropriate program staff is trained in the use of the Homeless Management Information System.
10. The 11th Judicial Circuit will identify appropriate staff and utilize the HMIS to make referrals, track clients, and identify high utilizers of services, and special needs populations.
11. The 11th Judicial Circuit will ensure that homeless individuals will provide referrals to the homeless outreach teams on site at the Justice Center for homeless individuals in need of emergency housing placement who are involved with misdemeanors and felonies
12. The 11th Judicial Circuit will identify and provide in-kind office space for an on-site housing specialist as made available through the Homeless Trust, who will provide housing referrals to homeless individuals or those at risk of homelessness who are involved with misdemeanors, felonies, civil and probate divisions.

Miami-Dade County Department of Corrections and Rehabilitation:

13. Upon intake at booking, The Miami-Dade County Department of Corrections and Rehabilitation will identify all homeless individuals as designated by means of arrest affidavits indicator.
14. The Miami-Dade County Department of Corrections and Rehabilitation will ensure that Correctional Counselors and other employees as may be appropriate are trained in the use of Homeless Trust resources at a minimum of quarterly, at no cost to the Miami-Dade County Department of Corrections and Rehabilitation.
15. The Miami-Dade County Department of Corrections and Rehabilitation will ensure that Correctional Counselors and other employees as may be appropriate are trained in the use of the Homeless Management Information System.
16. The Miami-Dade County Department of Corrections and Rehabilitation will utilize the HMIS to make referrals, track homeless clients, and identify high utilizers of services, and special needs populations.
17. The Miami-Dade County Department of Corrections, through the Corrections Health Services (JMH/PHT) shall utilize a current mental health assessment tool as agreed upon by Corrections, the 11th Judicial Circuit and JMH/PHT. (Note: This is also reflected in Item # 41 as part of the JMH/PHT Corrections Health Services section.)

18. As incorporated into this agreement, The Department of Corrections and Rehabilitation shall govern themselves by their Standard Operating Procedures pursuant to its policies for mental health services, recognizing and supervising mentally ill inmates, and release of inmates with special needs, as may be amended as necessary.
19. The Miami-Dade County Department of Corrections will assist homeless individuals exiting the jails by referring them to appropriate housing, services, and community resources via homeless outreach staff or housing specialists provided by the Miami-Dade County Homeless Trust.

Comment [MSOffice1]: Note: This will be examined further with Corrections and the final Operating Procedures be attached to this document for reference. We will need Corrections assistance to resolve.

Florida Department of Corrections/Miami-Dade County Homeless Trust

20. The Florida Department of Corrections will ensure that classification officers develop appropriate discharge plans for inmates at least 180 days prior to release.
21. The Florida Department of Corrections will forward discharge plans from classification officers to the Homeless Trust Housing Specialists for those individuals who will become homeless upon release within 150 days of release, with the consent of the inmate; or for those inmates on probation, community corrections staff (probation officer) will submit their placement requests to the Homeless Trust Housing Specialists within 30 days of release with the consent of the inmate
22. The Miami-Dade County Homeless Trust Housing Specialists will review the discharge plans and respond to the DOC classification officers within 30 days of receiving the discharge plan as to the availability of housing and resources within Miami-Dade County.
23. The Miami-Dade County Homeless Trust Housing Specialists will respond in writing to the classification officers as to any placement barriers (e.g. 2,500 foot rule for sexual predators) so as to provide sufficient time to identify alternative placements.

Florida Department of Children & Families (Circuit 11):

24. The Florida Department of Children & Families will ensure that eligibility specialists and protective investigators, attorneys, and other appropriate staff are trained as to Homeless Trust resources.
25. The Florida Department of Children & Families will ensure that homeless individuals and families or those at risk of homelessness are referred to appropriate housing, services, housing specialists and community resources by protective investigators and eligibility specialists and will notify the Homeless Trust as to any barriers in accessing these services.
26. The Florida Department of Children & Families will post Homeless Helpline, Housing Locator and other homeless resource information in DCF Offices and "Access" sites.
27. The Florida Department of Children & Families will provide training to Homeless Trust providers related to appropriate reporting of abuse and neglect
28. The Florida Department of Children & Families will provide training to Homeless Trust providers related to the Baker Act as well as benefit eligibility (e.g. TANF) available through DCF or the State.

Our Kids, Inc of Miami-Dade and Monroe County

29. Our Kids, Inc. will ensure that full case management agency direct service staff, and independent living program staff refer homeless individuals, families, or those at risk of homelessness to appropriate housing, services, housing specialists and community resources available through the Homeless Trust or other entities.
30. Our Kids, Inc. will ensure that “Independent Living” and other appropriate staff, as identified by Our Kids, Inc. are trained by the Homeless Trust in the use of the HMIS and Homeless Trust resources.
31. Our Kids, Inc will ensure that Independent Living staff utilizes the HMIS to make referrals, track clients, and identify those youth at risk of homelessness upon exit from Foster Care.
32. Our Kids, Inc. will work with the Homeless Trust to identify unmet needs and will maximize the coordination of monetary and community resources utilized for move in and rental assistance to youth exiting foster care.

Jackson Memorial Hospital/Public Health Trust

33. Jackson Memorial Hospital/Public Health Trust will ensure that JMH/PHT Social Workers and other appropriate staff are trained in the use of Homeless Trust resources.
34. Jackson Memorial Hospital/Public Health Trust will establish linkages with Homeless Trust funded outreach teams.
35. Jackson Memorial Hospital/Public Health Trust will ensure that JMH/PHT Social Workers are trained in the use of the HMIS.
36. Jackson Memorial Hospital/Public Health Trust will utilize the HMIS to make referrals, identify, and track homeless people and those at risk of homelessness
37. Jackson Memorial Hospital/Public Health Trust will identify homeless high utilizers of Hospital, Emergency Room, and Mental Health Crisis Services and refer and link them to the Homeless Trust chronic outreach team
38. Jackson Memorial Hospital/Public Health Trust will work with the Homeless Trust to identify and realign resources to serve individuals (e.g. undocumented immigrants) in the least restrictive settings and to utilize currently funded Homeless Trust funded programs (e.g. The Homeless Assistance Centers or ALFs) where appropriate.
39. Jackson Memorial Hospital/Public Health Trust will screen and refer those patients at risk of homelessness to the Homeless Trust Housing Specialists as appropriate.
40. Jackson Memorial Hospital/Jackson Memorial Hospital shall amend the Memoranda of Agreement between Miami-Dade County Department of Corrections and Rehabilitation and JMH/PHT to reflect the revisions to the mental health screening instrument as described in Number 18 above.

Community Mental Health Centers (CMHCs) and Mental Health Facilities:

41. CMHCs and Mental Health Facilities will establish linkages with Homeless Trust funded outreach teams.

42. CMHCs and Mental Health Facilities will ensure that Crisis Unit Social Workers and other appropriate staff are trained in the use of Homeless Trust resources
43. CMHCs and Mental Health Facilities will ensure that Crisis Unit Social Workers and other appropriate staff are trained in the use of the HMIS by the Homeless Trust.
44. CMHCs and Mental Health Facilities will utilize the HMIS to make referrals, track clients, and identify homeless people and those at risk of homelessness in need of housing and services.
45. CMHCs and Mental Health Facilities will identify homeless high utilizers of Crisis Services and refer and link them to the Homeless Trust chronic outreach team
46. CMHCs and Mental Health Facilities will screen and refer those homeless patients to the Homeless Trust Housing Specialists as appropriate.

State Attorney’s Office

47. The State Attorney’s Office shall recommend that the Grand Jury re-examine their report and the progress and remaining barriers on mental health and the criminal justice system.

Comment [MSOffice2]: Moved to Further Recommendations Section- Will need the State Attorney's Office assistance with this item.

Evaluation of the Effectiveness of this Agreement

The success of this agreement shall be evaluated on a quarterly basis by the Homeless Trust Board and appropriate Committees based on the following criteria:

- Identification of Baseline data on the number of homeless people and those at risk of homelessness served by the entities involved in this agreement
- Annual reduction of the number of homeless persons entering, exiting and recidivists involved with all entities involved in this agreement- percentage to be determined

Comment [MSOffice3]: maybe it would be better to list the a thru f

Confidentiality

The Parties to this Agreement (Parties) understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The Parties shall protect confidential information and comply with applicable federal and state laws on confidentiality to prevent unauthorized use, dissemination or publication of confidential information as each party uses to protect its own confidential information in a like manner. The Parties shall not disclose the confidential information to any third party or to any employee or contractor who does not have a need to know such information, which need is related to performance of a responsibility hereunder. However, this agreement imposes no obligation upon the Parties with respect to confidential information which (a) was lawfully known to the receiving party before receipt from the other; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is

rightfully received by the receiving party from a third party without restriction on disclosure; (d) is independently developed by or for that party; (e) is disclosed under operation of law; (f) is disclosed by the receiving Party with the other Party's prior written approval. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of this Agreement.

Financial Obligations of the Parties

The parties acknowledge that this Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of any party performing their roles under this Agreement, each party agrees to be responsible for their own costs.

Termination of Agreement

The Parties agree that this Agreement may be terminated by any party hereto by written notices to the other parties of such intent to terminate at least thirty (30) calendar days prior to the effective date of such termination. Termination of the Agreement as to one party will not affect the Agreement as to the remaining parties.

Agency Contacts

The following individuals are named as Agency Contacts for purpose of administration of this Agreement:

(To be completed upon execution)

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Effective Date

This Agreement shall become effective on January 1st, 2008

The following parties have caused this ___ page document to be implemented by their authorized officials

(To be completed upon execution)

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Further Recommendations to be explored by the Miami-Dade County Homeless Trust via the Services Development Committee, including representatives from this workgroup:

Sexual Predators

- Identify National Registry of Sexual Predators and how to access
- We have determined that the Miami-Dade Police Department maintains mapping of 2,500 foot rule and have produced a map of the County identifying those areas where sexual predators may/may not reside We have also been advised that an internet based mapping program is in the process of development which will allow the public to review and check specific areas where sexual predators reside.
- Reproduce map (with a disclaimer stating that addresses must be officially cleared by the Miami-Dade County Police Sexual Crimes Bureau), which can be utilized by, Classification, Corrections and Probation Officers, and Housing Specialists, sexual predators and offenders, and other interested entities.
- Review state statutes related to sexual predators and offenders, - New “Romeo and Juliet” exemptions for young adults classifications
- Explore Legislative changes to State Statutes requiring a residential address for inmates as part of the discharge plan prior to release into the community
- Ongoing need for data- How many people convicted, serving sentences, released? Obtain numeric data from the Department of Corrections
- Explore Risk Assessment based placements for sex offenders versus sexual predators-Offenders with certain sentences could be placed at 1,000 feet versus sexual predators at 2,500 feet. Review Best Practices Models in New York and or other communities.
- Explore development of specialized facilities/scattered site placements
- Explore linkages with South Florida Workforce for employment opportunities

Medical

- Baker Act training of Homeless Trust providers
- Identify Jackson Memorial Hospital/Public Health Trust (JMH/PHT) funded programs- Assisted Living Facilities, Salvation Army, Guardianship Placements, and the potential realignment of resources
- Explore funding Assisted Living Facilities /Nursing Home placements
- Identify funding for JMH/PHT guardianship placements
- Explore Agency for Persons with Disabilities vacancies as potential placement opportunities

Florida 11th Judicial Circuit

- Establish linkages to the Homeless Trust and the South Florida Providers Coalition related to accessing permanent supportive, affordable, or other appropriate housing and services for clients exiting State funded treatment programs referred by the 11th Judicial Circuit (this linkage exploration may go beyond court involved cases).

- Explore transportation options (tokens or free transportation) for court involved clients in need of transportation for court appearances and essential social services
- Need for data- (e.g. White Paper) related to actual need, number of homeless individuals arrested, pretrial, in need of mental health and or substance abuse treatment
- Need to obtain Monthly Reports from HART from the Miami-Dade County Department of Human Services
- Obtain Florida Department of Children & Families data on mental health clients awaiting placement and those placed into State Civil and Forensic Hospitals
- Explore issues of youth involved in criminal justice system at risk of homelessness- include the Department of Juvenile Justice and the Juvenile Assessment Center
- Provide training on the SOAR program which expedites the processing of Social Security benefits.

Youth Exiting Foster Care

- Explore mentoring programs for youth exiting foster care- Link to Educate Tomorrow, currently program starts at 17 years of age, we need to start at 13 years of age- need for volunteers
- Explore Formal Training- Best Practices, 211, 311, Switchboard
- Our Kids is drafting an invitation to negotiate for intensive case management- for independent living programs- explore incorporation of housing specialists
- Identify Our Kids After Care budget for youth exiting foster care move in assistance- Can Housing Assistance Grant, Emergency Food & Shelter Board, Homeless Trust and other community resources to fund these services?
- Identify individuals with Developmental Disabilities and barriers to their care- advocate for State funding of these young adults via the Medicaid Waiver

DCF Families

- Explore linkages with Neighborhood Centers to explore need for night and weekend access to outreach
- Cash for Protective Investigators flex funds- can we link to Camillus new prevention program.

State Attorney's Office

The State Attorney's Office has a present policy that all documentation and paperwork for "No Action" cases where a defendant is still in custody is processed by the SAO and delivered to corrections and rehabilitation staff by 4:30 p.m. Monday-Friday.

The State Attorney's Office shall work with other entities in an effort to set up a process whereby Jackson Memorial Hospital/Corrections Health Services, and/or the Department of Corrections will notify the SAO and identify persons in custody who, via an assessment, are determined to have a mental illness and who are awaiting arraignment on new cases. The SAO will use this prior notification to expedite the process for submitting all documentation related to "No Action by the State" cases for these

individuals and forward this information to the Department of Corrections as early as practical, and/or before the 4:30 p.m. normal deadline.

Other Issues

System capacity issues must be explored in terms of available emergency, transitional, permanent supportive housing, supportive services, Baker Act Beds, as well as affordable housing.

Potential Partners/Funders

- Miami Coalition for the Homeless
- Community Partnership for Homeless
- Miami-Dade County Children's Trust
- Dade Community Foundation
- United Way
- Health Foundation of South Florida
- Mental Health Foundation
- South Florida Providers Coalition
- Alliance for Aging, Inc.