

**HCD DOCUMENT ROUTING FORM**

③ ✓ 12/10/14 ①

*Processed original*

DATE: November 6, 2014

NAME OF DOCUMENT: HOPWA Agreement for Mt. Olive Development Corporation

Approved at Commission Meeting on 07/01/2014 ✓ CAM# 14-0775 ✓

ITEM:  M -  PH 1,  O  CR  R

Routing Origin:  CITY ATTORNEY'S OFFICE:  ENGINEERING  HOUSING & COMMUNITY DEV.

OTHER \_\_\_\_\_

Also attached:  copy of CAM  copy of document  ACM Form  # 3 originals

By: MD forwarded to:  
Initials

1) Approved as to Content: [Signature] 11/10/14  
Date

Approved as to Content: [Signature] 11/10/14  
Date

2) Approved as to Funds Available: by [Signature] Date: 11/6/14

Amount Required by Contract/Agreement \$481,000.00 ✓ Funding Source: HOPWA

Dept./Div. Dept of Sustainable Development/HCD

Index/Sub-object: HP152231, / HP 152231 Project # \_\_\_\_\_

3) City Attorney's Office: Approved as to Form 3 Originals to City Mgr. By: Lynn Solomon

Harry A. Stewart	_____	<u>Lynn Solomon</u>	<u>[Signature]</u>	Robert B. Dunckel	_____
Ginger Wald	_____	D'Wayne Spence	_____	Paul G. Bangel	_____
Carrie Sarver	_____	DJ Williams-Persad	_____	Victoria Minard	_____

4) [Redacted]

By: \_\_\_\_\_  
LEE R. FELDMAN, ICMA-CM, CITY MANAGER

5) City Manager: Please sign as indicated and forward originals to the City Clerk's Office

**INSTRUCTIONS TO CLERK'S OFFICE**

6) Wendy Gonyea City Clerk: retains 1 original document

Forwards 2 originals documents to HCD

- Copy of document to \_\_\_\_\_  Original Route form to Mario De Santis /DSD
- Attach \_\_\_\_\_ certified copies of Reso. # \_\_\_\_\_  Fill-in date



MOUNT OLIVE DEVELOPMENT CORPORATION

**Mount Olive Development Corporation**

**Boards of Directors**

**Attestation**

Dr. Rosalind Osgood, President & CEO of Mount Olive Development Corporation is hereby authorized by the Mount Olive Development Corporation Board of Directors to represent the organization, sign and enter into a contractual agreement with the City of Fort Lauderdale's HOPWA Program through which funding is provided to the organization.

Jacqueline Bennefield

Board of Directors Secretary & Treasurer

Date

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**CITY OF FORT LAUDERDALE  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)**

**PROGRAM PROVIDER AGREEMENT**

**FY 2014-2015**

Dated this 1<sup>st</sup> day of October 2014

THIS AGREEMENT is made by and between:

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

and

Mount Olive Development Corporation, a non-profit corporation  
organized under the laws of Florida whose usual place of  
business is 401 NW 9<sup>th</sup> Avenue, Fort Lauderdale, FL 33311,  
hereinafter referred to as "Participant".

WHEREAS, the City receives Housing for Persons with AIDS (HOPWA) funding from the U.S. Department of Housing and Urban Development (HUD) to undertake particular activities, including the provision of housing and services to eligible individuals; and

WHEREAS the City issued Request for Proposal (RFP) No. 825-11034 seeking qualified non-profit organizations to provide housing and certain supportive services to eligible persons under the HOPWA grant; and

WHEREAS, (AGENCY) submitted a responsive proposal to the City to provide HOPWA – Project Based Rental Assistance Program.

WHEREAS the City approved CAM 14-0775 on July 1, 2014 awarding HOPWA funding to (AGENCY); and

WHEREAS, Participant is a non-profit corporation that has among its purposes significant activities related to providing services or housing to persons with Acquired Immunodeficiency Syndrome or related diseases; and

WHEREAS, Participant has submitted a proposal to provide activities including the provision of housing and services to eligible individuals in response to the RFP ("Proposal") which is on file with the City Housing and Community Development (HCD) Division and is incorporated herein as if fully set forth;

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

## **ARTICLE I**

### **PURPOSE**

- 1.1** The purpose of this Agreement is to outline the guidelines by which the City will provide funds (hereinafter "Funds") to the Participant for the administration of the HOPWA – Facility Based Housing, Project Based Rental Assistance Program and Tenant Based Rental Voucher Program (hereinafter "HOPWA PROGRAM") that the Participant will conduct pursuant to HUD's HOPWA regulations.
- 1.2** The Participant will provide eligible people with Housing and / or Supportive Services in accordance with the Proposal and as provided in this Agreement.
- 1.3** The Participant shall spend the Funds in accordance with the Participant's submitted RFP Line Item Budgets and Narrative for each HOPWA PROGRAM, made a part hereof, and attached as **Exhibit A - SCOPE OF SERVICES**.
- 1.4** The Participant understands that, without the City's prior written approval, the Participant may not be reimbursed for its use of the Funds for purposes other than those described in **Exhibit A**.
- 1.5** As used in this Agreement, "Contract Administrator" shall mean the HCD Manager authorized to act as provided in this Agreement. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Participant and to manage and supervise execution and completion of the Participant's responsibilities and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the provisions of this Agreement.

## **ARTICLE II**

### **SCOPE OF SERVICES**

- 2.1** The Participant will provide eligible persons living with HIV/AIDS the appropriate Housing Assistance and / or Support Service for HOPWA PROGRAM as described in the detailed scope of services in **Exhibit A**.
- 2.2** The Participant agrees to provide qualified and trained staff for its Housing program(s).
- 2.3** The Participant agrees to provide its clients with the supportive services that are identified in its Proposal submitted for the RFP. The Participant shall provide services at its facilities or shall provide linkages with other providers for those services not provided by the Participant directly.
- 2.4** The Housing Program as defined in this Agreement shall meet or exceed the

standards required by 24 CFR Part 574.310 (General standards for eligible housing activities).

- 2.5 The Participant will conduct an ongoing assessment of the housing assistance and supportive services required by its clients and assure the adequate provision of supportive services to its guests.
- 2.6 To be eligible to receive HOPWA housing assistance, the client must be lawfully within the United States. The Participant will maintain on file a completed Declaration of Section 214 Status Form (<http://www.hutchinsonhra.com/pdf/214statu.pdf>) and associated documentation necessary for each client who receives HOPWA housing assistance. Please see Exhibit J.

Additionally, HOPWA guidelines require that the following verified documentation be maintained for each client:

- A. At least one member of each family must be HIV/AIDS-infected;
  - B. Reside in Broward County for six consecutive months for Facility Based, Project Based or Tenant Based programs; and
  - C. Are low income (80% below Area Median Income).
- 2.7 The Participant shall report on their Performance Indicators (see Exhibit C) quarterly. The report shall be submitted by the 5<sup>th</sup> business day following each quarter, even if there were no accomplishments. An explanation should accompany every performance indicator the agency has not met and not on track to meet.

### **ARTICLE III GRANT ACTIVITIES**

- 3.1 The Participant is solely responsible for selecting any employees or sub-recipients to provide services using Funds.
- 3.2 The Participant agrees if Funds are utilized wholly or in part for employee salaries, whether direct or indirect charges, activity reports will be submitted to the City reflecting real or reasonable activities that directly show the time each particular staff person spends on HOPWA activities.
- 3.3 The Participant agrees if Funds are utilized to fund wholly or in part employee salaries for medical services, Participant must receive prior written approval from the City and/or HUD for such allocation.
- 3.4 In the event that the Participant finds it necessary to subcontract services, the Participant shall, subject to the terms and conditions hereof, be solely responsible

for executing a Contract (hereinafter "Sub-recipient Contract") between itself and any provider agency or other sub-recipient. Such a contract shall meet all the terms and conditions of the HOPWA program regulations, found at 24 CFR Part 574. The Participant shall promptly provide a draft of Sub-recipient Contract for approval by the City Attorney. Upon review and approval by City Attorney, the Participant may execute the contract and shall timely provide the City with a copy of the executed Agreement.

- 3.5** The Participant is solely responsible for providing services in accordance with all applicable Federal, State and Local rules and regulations. The City's Housing & Community Development Division will provide technical assistance to ensure compliance.
- 3.6** The Participant shall obtain certifications from any sub-recipients of Funds that any services provided meet the requirements of all Federal regulations found at 24 CFR Part 574. These certifications must be included in any and all sub-recipient contracts.
- 3.7** The Participant agrees to cooperate and coordinate its activities hereunder with the relevant agencies of State and local governments and public and private service providers that provide eligible persons with benefits and supportive services in Broward County. The Participant shall collaborate with all other City of Fort Lauderdale HOPWA providers to provide the appropriate housing solution for HOPWA clients.
- 3.8** The Participant agrees that it shall charge no fee, except for permitted rent charges, for any Housing or services provided with Funds.
- 3.9** The Participant agrees to keep confidential the names of its clients and any other information regarding individuals receiving assistance, to the extent required by law.
- 3.10** The Participant agrees to attend all HOPWA training, workshops, seminars, conferences, and meetings provided by the City. The Participant shall designate a primary representative and in the event the primary representative is unable to attend, an alternate representative shall be designated to attend.
- 3.11** The Participant shall conduct a Housing Quality Standards (HQS) inspection at least once in the contract year for every unit funded wholly or in part by HOPWA funds in the Facility Based Housing Programs, Tenant Based Rental Voucher Programs, and Project Based Rent Programs. The HQS Inspections shall begin on or before October 1<sup>st</sup> of each year and one hundred percent (100%) shall be completed by March 31<sup>st</sup> of each year. Upon completion of the HQS inspections, the Participant shall notify the City within 15 calendar days of any unit that failed its HQS inspection. Within that notification, the Participant shall include its action plan to remedy the issues and the date by which all issues shall be resolved. If the HQS

issue(s) require that the client be relocated until the items are repaired / replaced, the Participant should include its relocation plan for the household.

In the event HOPWA funded Project Based Rent Units change clients, Participant shall provide an HQS inspection before the unit is occupied again.

A HUD - 52580 or 52580-A - form should be completed for each inspection and filed in the client file and scanned into Provide Enterprise (P.E.) (see Exhibit D).

The Participant shall select an agency designee who will enter inspection data into Provide Enterprise (P.E.). The designee will need permissions from HCD in order to enter the data into P.E. The data shall consist of information that includes but is not limited to, the inspection request date, inspection date and pass / fail. The first (1<sup>st</sup>) page of Exhibit D, shall be scanned into PE upon completion.

Each Participant that administers a Facility Based Housing Program, Tenant Based Rental Voucher Program and / or Project Based Rent Program should include a line item for "Repairs and Maintenance" within their budget. This line item will ensure that the agency has set aside the appropriate funding to correct any and all HQS issues.

- 3.12** Participant agrees that a Program violation by a client which impacts the integrity of all HOPWA funded housing programs will result in immediate termination of the offending client from the Program. Client will initial and sign the appropriate HOPWA Participation Agreement Forms as part of receiving assistance (see Exhibit E and F. Originals are located on Provide Enterprise)

Clients may be terminated from the City of Fort Lauderdale HOPWA program for Class I Program Violation.

**A Class I Program Violation** is a serious program violation which impacts the integrity of the housing program. A Class I violation will result in **immediate program termination**. Class I Program Violations may include, but not be limited to:

- A. Commission of fraud, bribery or any other corrupt or criminal acts in connection with any federal housing program. Such acts include failure by false statement, misrepresentation, impersonation, or other fraudulent means to disclose a material fact used in making a determination as to the client's eligibility to receive services.
- B. Failure to locate housing within required search period per herein or failure to move into an approved unit within seven (7) calendar days of the City's Move-In Authorization.
- C. Abandonment of assisted unit, defined as a failure to reside on the assisted premises for a period exceeding thirty (30) consecutive days,



except in cases where the client is hospitalized or placed into residential substance abuse mental health treatment for policies and procedures governing extended absence from assisted unit as reasonable accommodation).

- D. Moving into a new apartment unit without program authorization.
- E. The client must report change in the household composition (i.e., those residing in the unit). Failure to report a change in household composition will be deemed an act of fraud and a Class I Violation, resulting in immediate termination
- F. Generally, two (2) Class II program violations constitute grounds for immediate program termination. An exception applies to tenant-caused damages to an assisted unit. The first time that a client, or member of his or her household, causes damage to the HOPWA assisted unit (i.e. not ordinary normal wear and tear) that results in the landlord retaining any of the City's cash security deposit or resulting in a payment under a security deposit guaranty will be treated as a Class II violation, which will remain on record for the duration of the client's participation. The client still retains the privilege of security deposit assistance as described if moving to a new unit. The second time damage is caused by a client or member of his or her household, which results in repair costs in excess of the tenant's share of the deposit for repairs, it will be treated as a Class I violation resulting in immediate program termination.
- G. Threatening or abusive behavior toward personnel (or others at the HOPWA provider agencies), neighbor(s) or the landlord. Threats of violence may be verbal or non-verbal and can occur explicitly or implicitly. When the behavior constitutes a legitimate threat of violence to themselves or others, immediate termination is warranted.
- H. Commission of criminal activity that may require client, any member of the household, guests or any person under the client's control to register as a sex offender.
- I. Commission of drug-related or violent criminal activity by client, any member of the household, guests or any person under the client's control. Criminal and drug-related activity leading to termination is defined as follows:
  - i) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
  - ii) Any violent criminal activity or drug-related criminal activity on or near the premises.

**A Class II Program Violation is a violation of any other program rule or client**

*Program Name: Housing Opportunities for Persons With HIV/AIDS Program (HOPWA)*

*Catalog of Federal Domestic Assistance (CFDA) #: 14.241*

*Grant Participant #: F-LH-12-F004*

obligation including, but not limited to those listed below. Assistance will be terminated upon persistent violation of program rule(s) or obligation(s). Repeated violation of program rules or obligations undermines the functioning of the program and constitutes abuse of the program by the client. Therefore, assistance will be immediately terminated upon two documented incidents of any program violation (need not be the same repeated program violation) even if the client took corrective action to cure one or more of these violations.

- A. Failure to notify the provider of a change in income or household composition within fifteen (10) days of the event.
- B. Failure to notify the provider of any change in circumstances in order to obtain or continue to receive benefits within ten (10) days of the event.
- C. Failure to maintain current information on file as required or to cooperate in submitting required documentation/information within ten (10) days of program's request.
- D. Failure to attend HOPWA Program appointments, except in the documented case of illness or other extenuating circumstances. Failure to attend recertification appointments or provide access for annual inspections will result in termination upon second occurrence.
- E. Failure to enroll and remain engaged in case management services.
- F. Failure to apply for benefits in accordance with the HOPWA Program rules.
- G. Failure to cooperate with quarterly home visits and/or housing stability assessments and planning.
- H. Failure to make timely payment of the client's required portion of the rent or comply with other tenant obligations, including the obligation to provide the landlord with notice of their intent to move upon expiration of the lease at least thirty days in advance or earlier as may be required under the lease.
- I. The first time that a client, or member of his or her household, causes damage to the HOPWA-assisted unit (i.e. not ordinary normal wear and tear) that results in the landlord retaining any of the City's cash security deposit or resulting in a payment under a security deposit guaranty will be treated as a Class II violation, which will remain on record for the duration of the client's participation in the FBH, PBR Program. The second time damage is caused by a client or member of his or her household, which results in repair costs in excess of the tenant's share of the deposit, it

will be treated as a Class I Violation resulting in immediate program termination.

- J. Verbal abuse directed toward HOPWA personnel (or others at HOPWA provider agencies), neighbor(s) or the landlord. Such abuse consists of repeated use of offensive speech, particularly speech that directly insults the Listener. Verbal abuse constitutes grounds for dismissal when the offensive speech continues or is repeated after at least two direct requests to the client to refrain from such behavior. If the verbal abuse constitutes a threat of violence, it shall be treated as a Class I violation.
- K. Harassment consisting of unwanted) and unwelcome contact of any nature (including phone or face-to-face) after the client has been explicitly advised to cease the harassing contacts. If the harassment occurs in a way that constitutes a threat of violence, then such behavior shall be treated as a Class I violation.
- L. A client has tested positive for an illegal substance, the client cannot be terminated.

**3.13** Prior to initiating termination based upon a Class II violation (as described above), the participant shall provide to the client a signed and dated warning letter outlining at a minimum, the offense and a specified date to meet with the housing specialist to develop a corrective action plan. If the client fails to attend the scheduled appointment or fails to complete the prescribed corrective action plan, termination of assistance shall be initiated.

All such efforts to ensure client program compliance shall be fully documented and maintained in the client's program file.

**3.14** Participant shall provide an appeal process as provided in 24 CFR 574.310(e)(2)(i) and (ii)(A),(B),(C) and shall keep records thereon. Upon the conclusion of the appeal process a determination shall be made whether to remove the client from the HOPWA program or continue on. The goal is for the Participant to begin the termination process when program violations of this nature occur (see Exhibit G).

**3.15** Procedure for Termination of HOPWA Assistance to any program client for violation of requirements, Participant must provide a formal due process that recognizes the rights of individuals receiving assistance to due process of law. This process at minimum, must consist of the formal termination process provided in 24 CFR 574.310(e)(2)(i) and (ii)(A),(B),(C):

- A. Participant shall provide the client with a written notice containing a clear statement of the reasons for termination;

- B. Client may request an appeal hearing through the participant which is heard by the COFL HOPWA Administrator
- C. Client shall have the right to present evidence and arguments in support of the appeal hearing. This includes permitting the client to review the decision, in which the client is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (*or a subordinate of that person*) who made or approved the termination decision.

**3.16** In the event Participant seeks to relocate to a different housing unit, Participant is required to submit a written relocation plan including timelines to the City sixty (60) days prior to the Participant's relocation. The relocation plan must include the following:

- a. Rational for the move;
- b. Identify new location;
- c. Identify distance to surrounding schools and daycare centers in relation to new location;
- d. Demonstrate accessibility to clients. Accessibility must be equal or better than current location; and
- e. Develop Relocation Plan that includes tasks and associated timelines for the relocation, impact to clients as a result of the move and transition plan to notify existing clients, HOPWA Agencies, County Partners and general public.

Participants must receive written approval of the relocation plan, prior to moving into a different housing unit. Failure to timely submit the relocation plan or move without prior written approval by the City shall be deemed a default under this Agreement (see also Article XIX).

**3.17** Participant must designate one staff person per funded HOPWA program to the CQI/A User's Group. The designated staff will be responsible for:

- A. Attending the monthly/bi monthly meeting;
- B. Reviewing and providing feedback on HOPWA Administrative and Procedures Manual individual chapters;
- C. Ensuring HOPWA staff at the respective agency receives training on each chapter within thirty (30) days of the final chapter being approved and posted in Provide Enterprise reference section; and
- D. Documenting that training took place with 1) sign in sheet, 2) disbursed materials, and 3) declaration on the training. Section 14.4.

## **ARTICLE IV**

*Program Name: Housing Opportunities for Persons With HIV/AIDS Program (HOPWA)  
Catalog of Federal Domestic Assistance (CFDA) #: 14.241  
Grant Participant #: F-LH-12-F004*

## HEALTHCARE COST

- 4.1** Participant agrees to comply with HOPWA regulation 24 CFR 574.310(a)(2) that allow for payments for health services:
- A.** Grant funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service: (1) Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or (2) By an entity that provides health services on a prepaid basis.
- 4.2** Participant acknowledges that all supportive service activities that include payments for health care related costs must approved by HUD, prior to the City releasing any funding for those costs.
- 4.3** Participant agrees to comply with the AIDS Housing Opportunity Act that provides for a prohibition on the substitution of funds, which is reflected at 24 CFR 574.400, of the program regulations. HOPWA funds can not be used to replace other funding for activities that can reasonably be expected to be supported from other public and private sources.
- 4.4** Participant agrees to the restricted use of HOPWA funds for medical cost: payments for health care costs, including costs of therapies, services and pharmaceuticals, may only be made, if approved and documented, on an individual basis. A payment is not eligible under HOPWA if that payment has been made, or can reasonably be expected to be made, with respect to that item or service from any federal, state, local or private program for which those activities are reimbursable or for which funds are made available by the Department of Health and Human Services, the Department of Veterans Affairs, the Social Security Administration and under payments authorized under State Medicaid waivers as well as other public and private compensation programs.
- 4.5** Participant agrees that health-care payments may only be made in the case that no ADAP or other dedicated funds or other likely means of compensation for these purposes remain available in a jurisdiction or to the client, since that client would otherwise be eligible for assistance from that source.
- 4.6** Participant agrees that under the limited circumstances described in **Exhibit B**, if HOPWA funds are used to make a payment for these health-care costs, as authorized, the City must receive documented evidence that the client would not otherwise receive this form of assistance. Documented evidence must be submitted to the City per client upon reimbursement request.

## **ARTICLE V** TERM AND TIME OF PERFORMANCE

- 5.1 The term and effective date of this Agreement shall be from October 1, 2014 through September 30, 2015. The City may approve the extension of this Agreement for two (2) one-year periods based upon Participant's performance, ability to achieve stated outcomes and funding availability. The request for an extension will be presented to the City Commission as part of the Annual Action Plan process. The Community Services Board (CSB) and HCD will discuss the performance of each agency and present a recommendation to the City Commission.

## **ARTICLE VI** **FINANCIAL ASSISTANCE**

- 6.1 The Funds provided under this Agreement for Fiscal Year 2014-2015 shall not exceed **\$481,000**. All Funds must be expended during the term of the agreement. Any remaining Funds shall be de-obligated by the City of Fort Lauderdale as appropriate. For purposes of this Agreement, the base HOPWA award is the amount provided in the Agreement for the 2014-2015 fiscal year. Any additional funds provided to the Participant in subsequent years do not increase the base amount of funding for future years. Additional funds awarded, that exceed the 2014-2015 contract amount are provided on a year-to-year basis and are not guaranteed in future years.

Budget modifications / revisions shall be submitted annually through P.E. on or before October 15<sup>th</sup>. Once the Participant has submitted their final budget revisions, they should notify to the Housing & Community Development Division of their request.

- 6.2 The Participant is responsible to provide the City of Fort Lauderdale with a line item budget detailing expenditures of awarded Funds in **Exhibit A**. Line item budgets for years 2 and 3 shall be provided by August 1<sup>st</sup> of each year. The line item budget must be followed as the program is being administered throughout the fiscal year. HOPWA funds shall not be used to cover shortfalls in Participant's budget that were over expended by Participant due to not adhering to the approved budget, unless extraordinary circumstances are found as determined by the HCD Manager.
- 6.3 The Participant or any of its subcontractors shall not utilize any Funds provided under this Agreement to initiate, counsel, and/or represent any party in an adversarial legal proceeding against City for the term of this Agreement and any extensions thereto.

## **ARTICLE VII** **Inventory Policy and Equipment and Furnishings Inventory**

- 7.1 24 CFR 84.34(f) are for the purpose of tracking the assets purchased with grant funds to ensure that they are properly maintained, secure and being used for authorized purposes.

- 7.2** Equipment and furnishings purchased by the Participant in whole or in part with federal funds shall be recorded in Provide Enterprise Asset Tracker Document refer to Exhibit I. Such records shall be provided to the City on a monthly basis throughout the term of this Agreement.

CFR 24 Section 84.34 requires the Participant to record and maintain inventory records for the following: date received, cost , percentage of Federal participation in the cost of the property, asset tag number, manufacturer, description, manufacture, serial number, model number, physical location (i.e., staff person assigned to), location (i.e., address location), condition when acquired, and date of disposal, if expired.

- 7.3** The Participant agrees that any equipment, furnishings, and supplies purchased with funds obtained through this Agreement, shall be continuously well-maintained and kept in good condition and repair during their useful life. All of these equipment, furnishings, and supplies shall be kept in a secure location to prevent loss, damage, or theft. All equipment and furnishings acquired by the Participant using the Funds shall become the property of the City upon the dissolution of Participant or upon Participant's failure to maintain its eligibility to participate in the HOPWA Program.
- 7.4** The Participant agrees that all equipment and furnishings purchased with funds obtained through this Agreement shall be subject to a physical inventory. The results of said inventory must be reconciled with any existing property records on an annual basis.
- 7.5** Participant agrees that the items of equipment, supplies, and furnishings obtained as a result of this Agreement shall not be sold, transferred, or otherwise disposed of, without prior written consent of the City.

## **ARTICLE VIII** **ANNUAL AUDIT**

- 8.1** The Participant shall comply with the requirements and standards of OMB Circular Nos. A-110, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"; and A-122, "Cost Principles for Non-profit Organizations"; and A-133 "Audits of States, Local Governments and Non-Profit Organizations". The Participant shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Part 84.26. The Participant may use HOPWA Administrative Funds at a prorated percentage to pay for the required audit. The Audit shall indicate compliance or non-compliance with HUD regulations. This audit shall be initiated within ninety (90) days of the end of each fiscal year

during the grant term. The Participant shall provide a copy of the final audit report to the City within thirty (30) days of receipt.

- 8.2** The City shall review the Participant's audit report and will require the Participant to implement corrective action noted in the audit. The City shall have the right to review any and all of the Participant's records that regard use of the Funds disbursed hereunder.

## **ARTICLE IX PROCUREMENT**

- 9.1** The Participant agrees to adhere to 24 CFR Part 84 with regard to the purchase of all equipment and furnishings. Procurement of all items shall be conducted through open competition that may include price or rate quotations or sealed bids from at least two or more qualified sources or responsive bidders. Sole source procurement shall be used only in instances where items to be purchased are not available through open competition. Participant must consult the Federal Government's 'Excluded Parties List' (EPLS) before contracting with third parties for services to verify that the party has not been barred from receiving federal funds. Participant must provide documentation the EPLS was completed and be made available for City inspection.

## **ARTICLE X CERTIFICATIONS**

The Participant agrees to comply with all applicable federal regulations, including but not limited to the following requirements:

- 10.1** General HUD Program Requirements, identified at 24 CFR Part 574.
- 10.2** Nondiscrimination and Equal Opportunity, identified at 24 CFR Part 574.603.
- 10.3** Applicable OMB Circulars, identified at 24 CFR Part 574.605.
- 10.4** Conflict of Interest, identified at 24 CFR Part 574.625.
- 10.5** Displacement, relocation and real property acquisition, identified at 24 CFR Part 574.630.
- 10.6** Lead-based paint, identified at 24 CFR Part 574.635.
- 10.7** Flood Insurance protection, identified at 24 CFR Part 574.640.
- 10.8** Coastal barriers, identified at 24 CFR Part 574.645.
- 10.9** Wage Rates, identified at 24 CFR Part 574.655.



**10.10 Environmental Process and Procedures, identified at 24 CFR 574.510**

**10.11 The Section 3 Clause of 24 CFR Part 135:**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.**
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.**
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.**
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.**
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.**
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension**

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from future HUD assisted contracts.

**10.12** Except for the payment for services provided to employees or individuals of the Participant as specifically provided in the approved Proposal, no person who is an employee, agent, consultant, officer, or board member of a Participant who exercises or has exercised any functions or responsibilities with respect to this Proposal or the activities and services to be performed under this Proposal, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, or a principal by whom such person is retained, may obtain a financial interest or benefit from the services or activities to be provided under this Agreement if your Proposal is approved, or have a financial interest in any contract, subcontract, or agreement with respect to the services provided under your Proposal, or with respect to the provision of services under the Proposal, including but not limited to the purchasing or selling any real property that has been purchased or sold with all or a portion of HOPWA funds, either for the themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter, subject to the exceptions stated in 24 CFR 570.611 (d) or 24 CFR 92.356 (d), which exceptions require written approval from HUD. Participant shall be required to submit a Certificate of Compliance with respect to this provision upon the payment for services.

The term "*immediate family ties*" means an individual who is related to an officer, employee, director, or person having an equity ownership in the Participant of 5% or more or business associate of a person having an ownership interest in the Participant of 5% or more as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step grandparent, step grandchild, step great grandchild, person who is engaged to be married to the officer or employee, director, person having an equity ownership in the Participant of 5% or more or business associate described above or who otherwise holds himself or herself out as or is generally known as the person with whom the officer, employee, director, or person having an equity ownership in the Participant of 5% or more or business associate described above intends to marry or intends to form a household or any other natural person having the same legal residence as the employee, officer, director, or person having an equity ownership in the Participant of 5% or more or business associate as described above.

## **ARTICLE XI**

### **PARTICIPATION IN THE HOPWA CLIENT INFORMATION SOFTWARE SYSTEM**

**11.1** Participant shall participate in the designated HOPWA client information software system hereinafter referred to as ("System"), subject to the following terms and conditions. In the event that Participant, its Registered Users, employees, agents or

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volunteers violate the provisions of this Article, the CITY shall have the right in the sole discretion of the City to immediately terminate Participant's privilege to use the System without any advance notice to Participant, but with subsequent written notice thereafter to Participant within a reasonable time.

**11.2** For purposes of this Article XI, the following words shall have the meaning provided herein:

- A. "Client" means an individual and/or household utilizing the services provided by the Participant using HOPWA funds under this Agreement.
- B. "Quality Assurance" means a systematic monitoring and evaluation of performance the delivery of services provided to clients.
- C. "Registered User" means an individual, team, or group of people who are employees, volunteers, or agents of Participant who has been authorized by City to the System and who will or have logged on or registered with the System as a uniquely defined user.
- D. "System" means the designated HOPWA client information software system (Provide Enterprises).

**11.3** Participant agrees to access, share, and input data electronically through the System, in accordance with this Agreement, and as updated by CITY in its sole discretion from time to time.

**11.4** Participant understands and acknowledges the following purposes of Participant's use of the System:

- A. To accomplish a more efficient and effective service delivery for Clients;
- B. To reduce duplication of Client data;
- C. To improve integration of Client services;
- D. To provide a tool for the City, and HOPWA Participants to collaboratively provide a continuum of housing, support services and care for persons living with HIV and AIDS within and across agencies;
- E. To collect Client and service delivery data necessary to meet all mandatory and desired federal, state, City and other funding entity reporting requirements and to enhance the ability to analyze and report on community wide needs and services provided; and
- F. To facilitate Participant billing to City, to support Quality Assurance, and for City's contract monitoring activities, as described herein.

## **11.5 Method of Information Sharing.**

The Client information mentioned in the previous section will be shared by each Participant through an electronic network. This electronic network will have security features and Participant shall use the security features that maintain the integrity of all data Information to be shared.

## **11.6 Information to be Shared.**

- A.** Participant shall input information into the System that relates to the areas of Client services and administrative data that pertains to Participant's responsibility for the delivery of services as defined and funded in accordance with this Agreement. The information to be inputted is only that information as defined and authorized by City authorized staff ("System Information"), and Participant shall only authorize access to each type of data to a Registered User designated by Participant upon a "need to know/client services referral" basis in order to preserve the highest degree of confidentiality.
- B.** The information that the System Registered Users, including Participant, will share in the System is as defined by City. A Participant shall not without good cause as approved by City, refuse to share the specified information as defined by City.
- C.** Participant shall comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations in performing activities under this Agreement. Where applicable, the parties will comply with the Health Insurance Portability and Accountability Act (HIPAA), and applicable HUD regulations.
- D.** Participant shall enter into the System the information referred to in subparagraph B., above, in this section herein, for each service provided to a Client for which Participant seeks payment under this Agreement, commencing the day after Participant's appointed designated Registered User has completed City training to become a Registered User and has been granted authorization by City to use the System.

## **11.7 Confidentiality.**

- A.** Each Participant will be responsible for notifying each Client in writing that their information will be shared with participating agencies, as necessary, for coordination of housing and care. Standardized consent forms, will be provided by CITY. Standardized consent forms will describe how the System Information will be shared and used and how the System Information will be protected from unauthorized access. Participant must ask each Client receiving services funded by this Agreement to sign the appropriate consent form(s). Before any System Information is entered into the System regarding

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any Client, Participant shall secure the appropriate signed consent form(s) from the Client and maintain these forms in the Client's physical file for monitoring purposes. Participant agrees to keep each Client's social security number as confidential information in accordance with any applicable federal and state laws.

- B. Participant agrees to protect the rights of all Clients with respect to records created, maintained, and available in the designated HOPWA System.
- C. Violation of this Confidentiality section herein shall be grounds for immediate termination of the Registered User who has violated the section access to the System.
- D. Upon request, Participant will assist the City in developing future updates to the consent forms in order to meet the rule requirements of Part B of the Health Insurance Portability and Accountability Act of 1996, requirements and other changes in the system and legal environment. The consent forms are intended to facilitate the goals, objectives and fundamental purposes of the System which are to: (1) meet HUD reporting requirements; (2) facilitate more efficient intake and coordination of services; (3) improve billing procedures; and (4) facilitate City HOPWA activities.

#### **11.8 Commitment of PARTICIPANT Resources.**

Participant agrees to participate in joint planning sessions and on-going training as deemed necessary by City's Contract Administrator. Participant further commits to assigning a qualified member of its organization to participate in the System's participating group sessions.

#### **11.9 Responsibilities of City.**

City will:

- A. Provide the necessary software, and technical support to implement the System access at Participant's location; and
- B. Provide training to staff identified and designated by Participant to become Registered Users of the System, in order to enable Participant to access the System; and
- C. Provide System administration.
- D. City shall operate the System on behalf of the City's Registered Users of the System. ("Network" ) The nature of the Network is that no data shall be recorded in the System without a client's informed written consent using forms authorized by the City. Use of the information by all Participants in the System is limited to that necessary for members of the Network to coordinate

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appropriate housing solutions, payment or operations, and regulations issued pursuant thereto.

In the operations of the System, City shall keep and maintain the security of the System in a manner consistent with the security rule requirements of HIPAA, and regulations issued pursuant thereto. Further:

- (1) City shall not use or disclose Protected Health Information (“PHI”) as defined under HIPAA except for the purposes specified in this Agreement or as otherwise permitted or required by law.
- (2) City shall use appropriate safeguards to prevent use or disclosure of the PHI other than for the purposes indicated above or as otherwise permitted or required by law.
- (3) City shall mitigate, to the extent possible, any harmful effect that is known to City of a use or disclosure of PHI by City in violation of the requirements of 45 CFR section 164.524
- (4) City shall report to the Participant any use or disclosure of the PHI that may be discovered in violation of 45 CFR section 164.524.
- (5) City shall ensure that any agent, including a subcontractor, to whom it provides PHI received from Participant agrees to the same restrictions and conditions that apply through this Article with respect to such information.
- (6) City shall provide access to Participant to all PHI required in Designated Record Sets, as defined by HIPAA, in a timely manner in order to meet the requirements under 45 CFR section 164.524.
- (7) City shall make amendments to PHI required in a Designated Record Set as directed or agreed to by Participant pursuant to 45 CFR section 164.524.
- (8) City shall make PHI and internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from Participant under this Agreement available to Participant or to HUD, the Secretary of Health and Human Services or designee(s) within five (5) business days of receipt of a written request from for the purposes of determining the City’s compliance with the HIPAA Privacy Rule or 45 CFR section 164.524.
- (9) City shall document such disclosures of PHI and information related to such disclosures as necessary for Participant to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528. However, documentation of disclosures is

not required for disclosures related to treatment, payment or operations or for disclosures to which the client has consented.

- (10) City shall provide Participant with information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR Section 164.528.

**11.10** With respect to Permitted Uses and Disclosures as defined under HIPAA, the parties agree as follows:

- A. Except as otherwise limited by 45 CFR section 164.524 City may use or disclose PHI to perform functions, activities, or services for, or on behalf of the Collaborative, provided that such use or disclosure would not violate the HIPAA Privacy Rule if done by the Participant.
- B. Except as otherwise limited in 45 CFR section 164.524 City may use PHI for the proper management and administration of the City or to carry out the legal responsibilities of the City.
- C. Except as otherwise limited in this Agreement, City may use PHI to provide Data Aggregation services (as defined by HIPAA) to City and the Network as permitted by 45 CFR Section 164.504(e)(2)(i)(B).
- D. City may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR Section 164.512(j) (1).

**11.11** Additional Responsibilities of Participant.

Participant will:

- A. Provide a location for the System hardware which is secure from observation and manipulation by Clients or other unauthorized persons, and which is physically secure from damage or theft;
- B. Provide to its employees, agents, and volunteers written procedures concerning the System, as established and published by City and as may be updated by City, which encourage facilitation of the System and its purposes, and which strictly prohibit access by anyone other than those authorized in writing by City as Registered Users of the System;
- C. Identify and provide a written list through the user access form, to City of the names of the individual(s) Participant has designated to become Registered User(s) of the System, based on the number of the licenses allocated by the City to the Participant. Participant shall ensure that no employee, volunteer or agent of Participant is permitted access and use of the System unless they are a Registered User, as approved in writing by City's Contract

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Administrator;

- D. Notify City in writing at least five (5) calendar days prior to any Registered Users final day of employment or other affiliation. If termination is unexpected, Participant shall provide City with immediate written notice as soon as Participant becomes aware of such termination. Participant shall inform CITY immediately in writing of any misuse by a Registered User, employee, agent or volunteer. Participant must also notify City immediately in writing if a Registered User changes positions within Participant agency and should no longer have access to the System. No other Participant personnel, volunteers or other agents shall be allowed to access or use the System until Participant has notified City in writing of the new designated person, the person is duly trained, and City authorizes in writing such person as a Registered User;
- E. Ensure that all persons designated by Participant to access and use the System, attend training in order to become Registered Users, and that all Registered Users attend subsequent training required by City as such requirements are provided in writing to Participant;
- F. Assign at least one liaison/user manager ("Liaison") to work with City for the purposes of upgrades and other related needs. The Liaison will follow procedures for technical assistance as provided by City;
- G. Ensure that each Registered User signs the Registered User Agreement, provided by City; and
- H. Establish procedures, (either before or within sixty (60) calendar days after complete execution of this Agreement), to secure the System from corruption, computer virus, noncompliant software, improper use of the System, or from any other cause or misuse of the System.

**11.12** Participant understands that all hardware, software, and data in the System are the property of the City and that the use of the System is specifically intended for the purposes of and related to the HOPWA grant. Participant shall be subject to periodic audits. Participant shall require all Registered Users, employees, agents and volunteers of Participant agency to abide by contractual obligations and all written instructions of City, as may be updated in writing by City. Participant understands that Participant, Registered Users, employees, volunteers and agents of Participant may be held jointly or severally liable for any loss, damage or misuse of the hardware, software, peripherals, data, or any other part of the System. Participant, its Registered Users, employees, agents or volunteers, shall not copy or alter the System software or data. Participant acknowledges that the software is protected by copyright laws. Participant agrees to preserve the confidential and proprietary nature of information provided by City and software manufacturers. Participant will include and not alter, remove or cancel, any copyright, trade secret or other proprietary notices on the software.

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- 11.13** Participant shall pay to City any repair expenses incurred as a result of Participant's misuse, or careless or negligent use or maintenance of the software or data. In any such event where payment is due from Participant to City, such payment shall be made by Participant to City within ten (10) calendar days of the written request from Contract Administrator.
- 11.14** In the event that that Provide Enterprise database requires corrections that fall outside the scope of Groupware Technologies' contract, the participant shall be liable for all charges incurred.

## **ARTICLE XII**

### **REPORTS AND RECORD KEEPING**

- 12.1** The Participant shall cooperate with the City of Fort Lauderdale and the Federal Government in providing necessary information pertaining to your agency and the HOPWA program as requested by the City. Required information will include, but may not necessarily be limited to: monthly reporting that documents the number of unduplicated clients served, specifically by age, race, sex, and ethnicity; social security number, funding expenditures, leveraged funds and quarterly and/or annual reports that identify problems and successes with strategies for resolution to problems.
- 12.2** The Participant shall maintain all records necessary to document compliance with the provisions of 24 CFR Parts 574.500 and 574.530. The records must include current and accurate data on the race and ethnicity of program Participants. Further, Participant shall maintain all records as defined in 12.4 herein. All HOPWA records must be kept for a period of four years after the final disbursement of Funds. The records shall be available for inspections or periodic site visits by the City or HUD representatives during regular business hours.
- 12.3** All records shall be available for inspection by the City or HUD representatives during all normal business hours. Records pertaining to this Agreement shall be maintained by the Participant and made available, in Broward County, Florida, for the duration of the grant term and retained for a period of four (4) years beyond the last day of the grant term. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four (4) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the four (4) year period, whichever is later. Records shall include but not be limited to client files, e-mails, memorandums, correspondence, accounting documents, receipts, invoices, minutes of meetings, surveys and any all other documents or data either electronic, paper or both, associated in any way to the administration and implementation of this Agreement and the receipt and disbursement of the HOPWA funds provided in this Agreement.
- 12.4** All records as described in Article 12.3 are and shall remain the property of the City whether the Proposal and Agreement are in effect or not. Participant shall provide

such documents to City within ten (10) days of City's written request at no cost or expense to City.

### **ARTICLE XIII MONITORING**

- 13.1** The City or its authorized agent may conduct at least one (1) on-site monitoring review of the Participant's HOPWA programs.
- 13.2** Participant's who have findings and/or concerns must provide a written response by the day listed in the monitoring letter to COFL. Upon approval by COFL, an approval letter will be sent and the corrective action measures must be in place by the date set in the approval letter. Should the Participant be unable to comply with adequate corrective measures, HOPWA funds that have been allocated for Fiscal-Year 2014-2015 may be subject to recapture by the City of Fort Lauderdale (COFL). Additionally, the COFL will approve no further reimbursements until the participant fulfils the requirement.

### **ARTICLE XIV FUNDING AND METHOD OF PAYMENT**

- 14.1** This contract is a cost reimbursement contract. The City will pay reimbursement requests within forty-five (45) working days upon approval. The City agrees to reimburse the Participant for services that were actually delivered and correctly invoiced. Invoices not properly submitted shall be cause for delay in receipt of reimbursement.
- 14.2** The City will not accept reimbursement requests before the last day of the month services were rendered and must receive invoices no later than the 20<sup>th</sup> of each month following the month for which the Participant is seeking reimbursement. The Participant shall utilize the Homeless Information Management System, Provide Enterprise (PE) Software program for all cost reimbursement request. The City shall not reimburse the Participant for expenses listed on invoices that the City failed to receive within sixty (60) days from the expiration date of this Agreement.
- 14.3** If a budget line item(s) reimbursement is paid and it is not an allowable reimbursement, the COFL has the right to reverse the charge(s) on the next submitted invoice.
- 14.4** Failure of Participant's designated CQI/A to and/or implement the pertinent chapters of the HOPWA Administrative and Procedures Manual shall result in all HOPWA reimbursement payment(s) being suspended until an participant achieves full compliance (see also section 3.16).

### **ARTICLE XV INSURANCE AND INDEMNIFICATION**

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- 15.1** The Participant will obtain, pay for, and keep in force continuously throughout the term of this Agreement, commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence, and such coverage shall include property damage, bodily injury, and death. This policy shall name the City as an additional insured and will not be affected by any insurance that the City may carry in its own name. The Participant shall provide an original Certificate of Insurance to the City within ten (10) days of execution of this Agreement.
- 15.2** The Participant shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort, or description including, but not limited to, attorneys fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of, or resulting from the Participant's acts or omissions in performing its obligations under this Agreement. Any attorney representing the interest of the City pursuant to this indemnity must be approved by the City. Without limiting the foregoing, any and all such claims relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, are included in the indemnity. This indemnity shall survive termination of this Agreement and is not limited by insurance coverage. Please refer to section 19.2 of this document.

**ARTICLE XVI**  
**GENERAL CONDITIONS**

- 16.1** The Participant agrees to comply with all applicable federal regulations, including but not limited to the General HUD Program Requirements, identified at 24 CFR Part 574.3 - 574.655, as presently promulgated and as may be revised.

**ARTICLE XVII**  
**TERMINATION OF AGREEMENT**

- 17.1** No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.
- 17.2** In accordance with 24 CFR 84.61, suspension or termination may occur if Participant materially fails to comply with any term of this Agreement.
- 17.3** In accordance with 24 CFR 84.61, this Agreement may be terminated for convenience.
- 17.4** Any notice by either party under this Agreement should be deemed sufficient if

given in writing and hand delivered and receipted for or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

As to the City:

Lee R. Feldman  
City Manager's Office  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

As to the Participant:

Dr. Rosalind Osgood  
Mount Olive Development Corporation  
401 NW 9 Avenue  
Fort Lauderdale, FL 33311

- 17.5** The Participant shall not incur new expenses for equipment or furnishings after receiving notice of the termination of this Agreement and shall cancel as many outstanding obligations for ordered items as possible.

**ARTICLE XVIII**  
**HOPWA PERFORMANCE - FINANCIAL MANAGEMENT**

- 18.1** Within 90 days of the date of execution of this Agreement, the Participant agrees, to either obtain a certificate of completion of HOPWA Financial Management Online Training (<http://www.hudhre.info/index.cfm?do=viewHopwaFinancialTraining>) by at least one of its employees, or to demonstrate financial management capacity to carry out the provisions 24 C.F.R. 85.20. Documentation of completion must be submitted to the City by December 15, 2015 (see Exhibit H)

**ARTICLE XIX**  
**DEFAULT**

- 19.1** The following events shall constitute an "Event of Default" pursuant to this Agreement:
- (1) The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.

- (2) If the Participant or any endorser of the Agreement files a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earners plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable Federal, State or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future Federal Bankruptcy Act or any other present or future Federal, State or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant or of any endorser of the Agreement, of any trustee, receiver, or liquidator of the Participant or any endorser of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated.
- (3) Participant's breach, violation or failure to perform any of the obligations or any of the covenants and conditions contained herein.

**19.2** Upon the occurrence of any event of default, the City shall cease making disbursements hereunder. If Participant has failed to cure such default within sixty (60) days, the City will declare immediately due and payable, all monies advanced hereunder. In the event there is monitoring or an audit by the City of Fort Lauderdale, the Department of Housing & Urban Development (HUD), Community Planning Division (CPD) or Office of Inspector General (OIG), or any other governing HOPWA agency, and it is ruled that the Participant provided HOPWA funding for an ineligible activity or unallowable expense, the Participant will be afforded an opportunity to address / resolve the issue. If it is determined that the Participant expended Funds for an ineligible activity or unallowable expense, the City shall be entitled to recover immediately, upon demand from the Participant, all ineligible or unallowable sums paid by the City to Participant pursuant to this Agreement.

**19.3** No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.

**19.4** In the event of litigation to enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**ARTICLE XX**  
**SEVERABILITY**

- 20.1 If any section, subsection, clause, sentence, or provision of this Agreement is held invalid for any reason, the remainder of this Agreement shall not be affected.

**ARTICLE XXI**  
**INTEGRATION**

- 21.1 This Agreement and Proposal and all exhibits attached hereto constitute the entire agreement between the City and the Participant. No prior written, or contemporaneous oral promises or representations shall be binding.
- 21.2 This Agreement shall not be amended except by written instrument signed by both parties.
- 21.3 The provisions of the Agreement shall supersede any conflict with the Proposal.

**ARTICLE XXII**  
**ASSIGNMENT**

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

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first written above.

**CITY:**

WITNESSES:

Mario DeSantis

Mario DeSantis

Avis A. Wilkinson

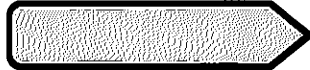
Avis Wilkinson

CITY OF FORT LAUDERDALE

By Jonathan Brown  
JONATHAN BROWN, HCD Manager

By Lee R. Feldman  
LEE R. FELDMAN, CITY Manager

Approved as to form:



[Signature]  
Assistant City Attorney

**PARTICIPANT**

**MOUNT OLIVE DEVELOPMENT CORPORATION (MODCO)**

**WITNESSES:**

**Dr. Rosalind Osgood, CEO**

Paulette Smith

By Dr Rosalind Osgood

Paulette Smith

[Witness print name]

Andrew Tucker

ANDREW TUCKER

[Witness print name]

(CORPORATE SEAL)

Attest:

Jacqueline Bennfield  
Secretary

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 10 day of November 2014 by Dr Rosalind Osgood and \_\_\_\_\_ as President and CEO of Mount Olive Dev Corp a \_\_\_\_\_ non-profit corporation, on behalf of the corporation. Who are  personally known to me or  have produced \_\_\_\_\_ as identification.

Jacqueline Stewart

Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

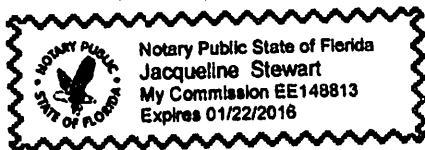
Jacqueline Stewart

Name of Notary Typed, Printed or Stamped

My Commission Expires: 1/22/2016

Commission Number: EE 148813

(SEAL)





**Insert Exhibit A**

**SCOPE OF SERVICES and Budget Summary**

Project-Based Rent (PBR)

(A.1 - A.6)

**PROJECT BASED RENT (PBR)**

A.1 Project Based Rent is the provision of housing support whereas rental subsidies are provided to residents of certain units with a specific building. When residents move, the rental subsidy remains with the unit to be used by the next eligible client. Tenants receiving project-based rental assistance give up the right to that assistance upon moving from the project.

A.2 Participant must provide supportive services that include but are not limited to:

Health, mental health assessment, housing placement, intensive alcohol abuse treatment and counseling, daycare, nutritional services, intensive care when required, case management and assistance in gaining access to local, state and federal government benefits and services. Participant must provide safe and sanitary housing that is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction where the housing is located.

A.3 Participant will provide this housing at the following location(s):

429 N.W. 9th Avenue, Fort Lauderdale, FL 33311  
1 unit -2 bedroom

535 N.W. 15th Terrace, Fort Lauderdale, FL 33311  
8 units- 2 bedrooms each

751 N.W. 5<sup>th</sup> Street, Fort Lauderdale, FL 33311  
6 units- 2 bedrooms each

1524 N.W. 6th Street, Fort Lauderdale, FL 33311  
(9 units)  
1 unit - Efficiency  
1 unit - 2 bedrooms  
7 units - 1 bedroom each

1530 N.W. 6th Street, Fort Lauderdale, FL 33311  
4 units- 1 bedroom each

- A.4 The Funds provided under this activity shall not exceed **\$ 481,000**. All funds for this activity must be expended by the expiration of this contract. Participant agrees to provide PBR services for 31 or more clients per month for the term of this agreement.
- A.5 Participant must determine the cost per month for services that are not over the Fair Market Value of housing as provided by HUD.
- A.6 Participant agrees that each person receiving assistance under this program or residing in any housing assisted under this program, must pay as rent an amount determined in accordance with Section 3(a) of the United States Housing Act of 1937 and Section 8 Housing guidelines. Under these authorities according to 24CFR§574.310(d), each resident must pay as rent the higher of:
1. Thirty percent (30%) of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of the family and child care expenses);
  2. Ten percent (10%) of the family's monthly gross income; or the family is receiving payments for welfare assistance from a public agency and a part of the payment, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated.
  3. Participants must assure that funds will not be utilized to make payments for a service that will be provided for under another third-party benefits program or by an entity that provides services on a prepaid basis.

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

**EXHIBIT A**  
**Project Based Rent (PBR)**  
**Line Item Budget SMMARY**  
**MODCO**

Fiscal Year October 1, 2014 thru September 30, 2015  
**Award Amount \$481,000.00**

CATEGORY	Monthly Costs	Annual Costs
Programs/Service (Facility Based, PB, PHP or STRMU or TBRV)	\$ 16,166.67	\$ 194,000.00
Personnel <sup>1</sup>	\$ 13,066.05	\$ 156,792.55
Fringe Benefits <sup>1</sup>	\$ 2,917.22	\$ 35,006.60
Travel	\$ 208.33	\$ 2,500.00
Supplies	\$ 112.50	\$ 1,350.00
Equipment	\$ -	\$ -
Other Cost Allocation	\$ 4,861.17	\$ 58,334.00
Other Non Allocation	\$ -	\$ -
<b>Total HOPWA Administrative \$ Costs Requested</b>	<b>\$ 2,751.40</b>	<b>\$ 33,016.85</b>
<b>Total All Categories (Program and Administration)</b>	<b>\$ 40,083.33</b>	<b>\$ 481,000.00</b>
A maximum of 7% of the total program cost may be allocated toward the Administration of the Program. The HOPWA Administrative cost cannot be added as additional funds to the total Program cost.		

<sup>1</sup> HOPWA Salary and Fringe cost are billed 100% of HOPWA Time and Effort Reports.

**Congratulations! Your requested HOPWA Administrative costs do not exceed the allowable 7% of the total program cost.**

**Congratulations! The projected budget equals the award amount.**

Note: This project is funded by the HOPWA Program under  
Catalog of Federal Domestic Assistance (CFDA) #: 14.241  
Grant Participant #: F-LH-12-F004



U.S. Department of Housing and Urban Development  
OFFICE OF HIV/AIDS HOUSING

**Exhibit B**

**Memorandum for:** HOPWA Grantees

**From:** David Vos, Director, Office of HIV/AIDS Housing HUD's Office of HIV/AIDS Housing

**Subject:** Guidance on the Restricted Use of HOPWA Funds for AIDS Drug Assistance and Other Healthcare Costs

**Date:** January 21, 1998

This memorandum provides guidance regarding the eligibility of AIDS drug assistance and other health-care costs under the Housing Opportunities for Persons With AIDS (HOPWA) Program. This guidance is provided to help ensure that activities under the HOPWA program are carried out in a manner that addresses the program's statutory purpose at 42 U.S.C. 12901 "to provide States and localities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of persons with acquired immunodeficiency syndrome and families of such persons."

To assure that communities address the critical housing needs of HOPWA beneficiaries, the Department is providing the following guidance on how grantees and their projects sponsors should use HOPWA resources in conjunction with other funding sources for AIDS drug assistance and health care, including payments for pharmaceuticals, such as the protease inhibitors or other prescription drugs. These health care products and services are provided to clients through federal funds for AIDS Drug Assistance Programs (ADAP) and under other Ryan White CARE Act components, as well as from other federal, state and local programs and private sources. A number of persons have expressed concerns that current regulations might be incorrectly interpreted to allow for the excessive use of HOPWA funds for these types of health payments and thereby reduce the amount of program funds that are used to address pressing housing needs.

In HUD's view, the planned commitment of HOPWA funds for ADAP and other health-care purposes would constitute the excessive use of this allowance and would be inconsistent with program regulations at 24 CFR part 574. This memorandum describes the limited circumstances under which such payments could be made, if approved and documented on an individual client basis. In addition, to better ensure consistency in administering Federal HIV-related programs, HUD is providing guidance that the availability of HOPWA supportive service activities should not be interpreted as authorizing health-care activities that would not be eligible under other federal HIV-related programs.

The Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, including activities supported by AIDS Drug Assistance Programs, are administered by the Health Resources and Service Administration at HHS. The HHS website has a factsheet that further describes the AIDS Drug Assistance Programs and has links to additional resources. In addition, this HHS office and other administering agencies provide direction to ensure the appropriate use of these resources, for example, in connection with State authority to establish income and medical eligibility criteria and to determine how drugs will be purchased and distributed to clients. States also determine which drugs to include in their formularies and may implement cost-containment measures in managing these programs.

Except in the limited circumstances described in this guidance, HOPWA grantees are not authorized to designate HOPWA grant funds for ADAP-related or other health care payments as a proposed project under a consolidated plan submission or as a component of a competitive application. The submission of this type of proposed project would not be an eligible activity under

HUD Office of HIV/AIDS Housing

1

ADAP Guidance Memo



**U.S. Department of Housing and Urban Development**  
**OFFICE OF HIV/AIDS HOUSING**

the statute and regulations and would constitute a valid basis for HUD to disapprove the HOPWA elements of a proposed annual submission under the Consolidated Plan or reject or modify an application under the competitive component of the program.

Current HOPWA regulations allow for payments for health services under 24 CFR 574.310(a):

(2) Payments. The grantee shall ensure that grant funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service: (1) Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or (2) By an entity that provides health services on a prepaid basis.

Further, the AIDS Housing Opportunity Act provides for a prohibition on the substitution of funds, which is reflected at 24 CFR 574.400, of the program regulations. HOPWA funds can not be used to replace other funding for activities that can reasonably be expected to be supported from other public and private sources.

**1. Further Guidance on Restricted Use**

HUD hereby advises that payments for health care costs, including costs of therapies, services and pharmaceuticals, may only be made, if approved and documented, on an individual basis. A payment is not eligible under HOPWA if that payment has been made, or can reasonably be expected to be made, with respect to that item or service from any federal, state, local or private program for which those activities are reimbursable or for which funds are made available by the Department of Health and Human Services, the Department of Veterans Affairs, the Social Security Administration and under payments authorized under State Medicaid waivers as well as other public and private compensation programs.

In the event that a HOPWA grantee seeks approval of supportive service activities that include payments for health-care costs, that grantee must have a verifiable means of assuring that its administering agency and any project sponsor comply with the payment requirement at 24 CFR 574.310(a). Grantees must establish and have HUD approval for their process that would be used to ensure that no substitution of funds occurs. Grantees may receive approval, for example, for a certification process to accomplish this task, if that process provides for documentation in files of the individual circumstances that justify this payment and if these files are available for HUD inspection. Further, the activity and a description of the verifiable process must be specifically addressed in any supportive services component of their HUD-approved consolidated plan or competitively-selected application. In reviewing the annual consolidated plan submission, HUD area offices will review any request for this type of activity for its consistency with this guidance. If needed, HUD may require grantees to revise its submission to document how they determine individual eligibility, prior to approval of the HOPWA elements of their consolidated plan submission.

The Department also advises that health-care payments may only be made in the case that no ADAP or other dedicated funds or other likely means of compensation for these purposes remain available in a jurisdiction or to the client, since that client would otherwise be eligible for assistance from that source. Under the limited circumstances described herein, if HOPWA funds are used to make a payment for these health-care costs, as authorized, the grantee must document evidence that the client would not otherwise receive this form of assistance.



U.S. Department of Housing and Urban Development  
OFFICE OF HIV/AIDS HOUSING

**2. Applicability of Related Federal and State Policies**

This guidance is also provided to reduce the potential for using HOPWA funds for a health-care cost in a manner that might contradict the federal policy directives issued by HHS to administer the Ryan White CARE Act and ADAP activities. HUD guidance is provided that HOPWA health-care activities are limited to those activities that are eligible within the scope of these Federal HIV/AIDS-related programs. Under the limited circumstances discussed above, a HOPWA payment could only be made for those drugs and services that are eligible activities under ADAP and Ryan White CARE Act programs, such as the FDA-approved HIV treatments that have been included in the State's formulary. In connection with the HOPWA payment requirement, this guidance is intended to help ensure that these related Federal funds are used in a consistent manner.

The Department recognizes that HOPWA grantees and their project sponsors have played a leading role in making housing assistance a vital component of our national response to the HIV epidemic. In our view, this guidance will help recipient communities undertake activities under the statutory purpose of this program by using these public resources to address the pressing housing needs of persons living with HIV/AIDS and their families. This guidance is intended to strengthen our commitment to comprehensive approaches that benefit persons and families in need and to ensure that this federal housing program is administered in a manner that upholds the public trust.

Area CPD Offices should share this document with HOPWA grantees, project sponsors and other interested parties.

Questions about this guidance on the HOPWA program should be directed to the Office of HIV/AIDS Housing, 451 Seventh Street SW, Room 7212, Washington, DC 20410 or (202) 708-1934, (202) 708-9313 fax.

## **Exhibit C**

### **HOPWA Performance Indicators**

#### **All HOPWA funded agencies will ensure:**

Eighty percent (80%) of eligible clients receiving any HOPWA assistance will achieve their initial housing plan goals by designated target dates; and

#### **Project Based Rental Assistance (PBR):**

- Eighty-five percent (85%) of clients will be assessed for alternative housing resources and referred as appropriate
- Eighty percent (80%) of clients will apply for available and appropriate benefits

# Exhibit D

## Housing Quality Standards (HQS) Inspection

Please go <http://portal.hud.gov/hudportal/documents/huddoc?id=52580.pdf> and download the form. The first page of the document must be scanned into PE.

**Inspection Checklist**  
Housing Choice Voucher Program

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(Exp. 04/30/2014)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 9 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 9 rental assistance program.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 9 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 9 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number		Date of Request (mm/dd/yyyy)		
Inspector		Neighborhood/Census Tract		Date of Inspection (mm/dd/yyyy)		
Type of Inspection Initial      Special      Reinspection		Date of Last Inspection (mm/dd/yyyy)		PHA		
<b>A. General Information</b>						
Inspected Unit		Year Constructed (yyyy)		Housing Type (check as appropriate) Single Family Detached Duplex or Two Family Row House or Town House Low Rise: 3, 4 Stories, including Garden Apartment High Rise: 5 or More Stories Manufactured Home Congregate Cooperative Independent Group Residence Single Room Occupancy Shared Housing Other		
Full Address (including Street, City, County, State, Zip)						
Number of Children in Family Under 6						
Owner						
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number				
Address of Owner or Agent						
<b>B. Summary Decision On Unit (To be completed after form has been filled out)</b>						
<input type="checkbox"/>	Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms			
<input type="checkbox"/>	Fail					
<input type="checkbox"/>	Inconclusive					
<b>Inspection Checklist</b>						
Item No.	1. Living Room	Yes	No	In-Comp.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

Previous editions are obsolete

Page 1 of 8

Form HUD-62680 (3/2001)  
ref Handbook 7420.9

Program Name: Housing Opportunities for Persons With HIV/AIDS Program (HOPWA)  
Catalog of Federal Domestic Assistance (CFDA) #: 14.241  
Grant Participant #: F-LH-12-F004



\* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;  
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pia	No Fall	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
<b>2. Kitchen</b>						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
<b>3. Bathroom</b>						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Previous editions are obsolete

Page 2 of 8

Form HUD-62680 (3/2001)  
 ref Handbook 7420.9

Program Name: Housing Opportunities for Persons With HIV/AIDS Program (HOPWA)  
 Catalog of Federal Domestic Assistance (CFDA) #: 14.241  
 Grant Participant #: F-LH-12-F004

Item #	4. Other Rooms Used For Living and Hall	Yes Pass	No Fail	In- Comp.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location			(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear	___ Floor Level
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>			(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear	___ Floor Level
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>			(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear	___ Floor Level
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Comp.	Comments	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear		Floor Level
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear		Floor Level
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features In these Rooms					

Item No.	Yes/No	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
<b>6. Building Exterior</b>				
6.1				
6.2				
6.3				
6.4				
6.5				
6.6			Not Applicable	
Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				
6.7				
<b>7. Heating and Plumbing</b>				
7.1				
7.2				
7.3				
7.4				
7.5				
7.6				
7.7				
<b>8. General Health and Safety</b>				
8.1				
8.2				
8.3				
8.4				
8.5				
8.6				
8.7				
8.8				
8.9				
8.10				
8.11			Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS Inspector is required.

**C. Special Amenities (Optional)**

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/initial any positive features found in relation to the unit.

**D. Questions to ask the Tenant (Optional)**

**1. Living Room**

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

**2. Kitchen**

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

**3. Other Rooms Used for Living**

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

**4. Bath**

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

**5. Overall Characteristics**

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

**6. Disabled Accessibility**

Unit is accessible to a particular disability.  Yes  No  
Disability

1. Does the owner make repairs when asked? Yes  No
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$ \_\_\_\_\_
4. Do you pay for anything else? (specify) \_\_\_\_\_
5. Who owns the range and refrigerator? (Insert O = Owner or T = Tenant) Range \_\_\_\_\_ Refrigerator \_\_\_\_\_ Microwave
6. Is there anything else you want to tell us? (specify) Yes  No

**E. Inspection Summary/Comments (Optional)**

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Form ID Number: \_\_\_\_\_ Inspector: \_\_\_\_\_ Date of Inspection (mm/dd/yyyy): \_\_\_\_\_ Address of Inspected Unit: \_\_\_\_\_

Type of Inspection	Initial	Special	Reinspection
--------------------	---------	---------	--------------

Item Number	Reason for "Fail" or "Pass with Comments" Rating
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Continued on additional page

Yes  No

Previous editions are obsolete

Page 8 of 8

Form HUD-52580 (3/2001)  
ref Handbook 7420.8

**Program Name: Housing Opportunities for Persons With HIV/AIDS Program (HOPWA)**  
**Catalog of Federal Domestic Assistance (CFDA) #: 14.241**  
**Grant Participant #: F-LH-12-F004**  
44 of 53

# Exhibit E

## FBH, PBH and TBRV HOPWA Participation Agreement

### HOPWA Program Participation and Agreement Form

Please check one:  Facility Based  Project Based Rent (PBR)  Tenant Based Rental Voucher (TBRV)

Please initial each rule listed below. Initialing each rule verifies that the housing specialist read the statement out loud to you, and you understand and agree to abide by each of them.

- ..... I understand head of household is responsible for all household members who reside in the unit.
- ..... I understand that any information supplied by the family must be true and complete. Providing false information, incomplete information or withholding information is fraud and may result in termination.
- ..... I understand that I must supply all information that the PHA (Public Housing Agency) or HUD (Housing & Urban Development) determines is necessary in the administration of the program for use in a regular scheduled reexamination or interim reexamination of family income and household composition.
- ..... I understand that only the people approved by the specific housing assistance subsidy program can reside in the unit.
- ..... I understand that I must report all changes in household income in person at the office within 10 days of the change for the people who are approved to reside in the unit. All changes must be in writing and must be filled out on an interim change form. This includes, but not limited to, wages, tips, AFDC, welfare, social security, unemployment, child support received, food stamps and money received from friends and family.
- ..... I understand I or any other household member may not engage in drug-related criminal activity, violent criminal activity or other any criminal activity. If the activity results in an arrest, conviction or charge will be grounds for termination.
- ..... I understand I may not conduct any verbal or physical abuse toward any staff members. Also, repeated phone or e-mail messages or conversations that result in harassment will be grounds for termination.
- ..... I understand that I am not receiving another housing subsidy and I cannot receive another housing assistance subsidy while on this program.
- ..... I understand that I may not use another housing assistance subsidy to pay for their portion of the rent.
- ..... I have not been terminated from HOPWA subsidy (i.e. Facility Based, Project Based or Tenant Based) and/or HUD Section 8. I understand that if I was terminated from one or more of these programs I will be terminated from this housing subsidy for supplying false information.
- ..... I understand that I must comply with the signed Facility Based, Project Based Rent or Tenant Based Rental Voucher agreements/contracts/leases.
- ..... I understand I may not commit any serious or repeated violation of the agreements/contracts/lease. Also the tenant must pay their portion of rent and utilities when it is due. If the tenant fails to comply with the agreements/contracts/lease, this may result in termination.
- ..... I understand if I commit fraud, the information will be turned over to the city attorney for prosecution and is punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- ..... I understand that I am responsible keeping my unit clean and in safe and sanitary conditions to remain on the subsidy.
- ..... I understand I must allow the PHA to inspect the unit each annual recertification, other change of unit or for any other HQS (Housing Quality Standards) inspection.
- ..... If applicable, I understand that I cannot sub-lease my subsidized unit to another party.
- ..... I understand I cannot move in until I get written authorization from Program. (A passed inspection is not written authorization.)
- ..... I understand that if I am terminated from this HOPWA funded program, I will not be eligible to receive other forms of housing assistance from any other HOPWA funded program and provider.
- ..... I understand that an individualized housing plan will be developed as part of receiving this subsidy. I understand that must show documented evidence that I am working on my housing plan to remain on the subsidy.
- ..... I understand that I have been given all the rules and regulations of the HOPWA Program including HUD website address. It is up to me to read all of the material given to me and abide by the rule.
- ..... I understand that if my HOPWA benefits are terminated, it is for a violation on my behalf, and not the lack of information given to me in my orientation session. WWW.HUD.GOV
- ..... I understand, that if my housing assistance is terminated, I have the right to request due process hearing to grieve any decision made by the governing organization.

As the Head of Household, the Housing Specialist has read each statement to me. By initialing each statement above, I was given the opportunity to ask questions. The signature below is my confirmation I fully understand the rules and regulations and understand that a violation of these rules and regulation can be cause for termination from the program. I also understand that it is unlawful to provide false information to the government when applying for federal public benefit programs per the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. §§ 3801-3812. I have received a copy of these rules & regulations and they have been explained to me.

Head of Household	Date	Housing Specialist (Witness)	Date
	Revised 9/3/2013		1

Program Name: Housing Opportunities for Persons With HIV/AIDS Program (HOPWA)  
 Catalog of Federal Domestic Assistance (CFDA) #: 14.241  
 Grant Participant #: F-LH-12-F004



# Exhibit F

## PHP and STRMU HOPWA Participation Agreement:

### HOPWA STRMU/ PHP Client Participation Agreement

Welcome to the Housing Opportunities for Persons with (HIV)/AIDS (HOPWA) program. This program is designed to assist you and your family to find and maintain housing stability. As a HOPWA client you have rights and responsibilities, which ensure the integrity of the program.

Please read the following information carefully and do not hesitate to ask your Housing Case Manager if you have questions regarding this information.

**\*NOTE\*: A new CPA Form is needed every calendar year.**

#### **Your Rights As A HOPWA Client:**

- To be treated with respect, dignity, consideration, and compassion.
- To receive services free of discrimination on the basis of race, color, sex/gender, ethnicity, national origin, religion, age, class, sexual orientation, physical and/or mental ability.
- To have access to the HOPWA program policies and procedures.
- To have the opportunity to ask questions and obtain answers related to program requirements.
- To not be subjected to physical, sexual, verbal and/or emotional abuse or threats.
- To be informed about additional resources available to you or to be referred to a case manager.
- To withdraw your voluntary participation in the HOPWA program at any time.
- To have your personal information and HOPWA records be treated confidentially.
- To have your information released/shared with other people only with your consent.
- To request a Reasonable Accommodation as described by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- To file a complaint or grievance about the services or decisions made by the HOPWA program.

## **HOPWA STRMU/ PHP Client Participation Agreement**

Welcome to the Housing Opportunities for Persons with (HIV)/AIDS (HOPWA) program. This program is designed to assist you and your family to find and maintain housing stability. As a HOPWA client you have rights and responsibilities, which ensure the integrity of the program. Please read the following information carefully and do not hesitate to ask your Housing Case Manager if you have questions regarding this information.

**\*NOTE\*: A new CPA Form is needed every *calendar year*.**

### **Your Rights As A HOPWA Client:**

- To be treated with respect, dignity, consideration, and compassion.
- To receive services free of discrimination on the basis of race, color, sex/gender, ethnicity, national origin, religion, age, class, sexual orientation, physical and/or mental ability.
- To have access to the HOPWA program policies and procedures.
- To have the opportunity to ask questions and obtain answers related to program requirements.
- To not be subjected to physical, sexual, verbal and/or emotional abuse or threats.
- To be informed about additional resources available to you or to be referred to a case manager.
- To withdraw your voluntary participation in the HOPWA program at any time.
- To have your personal information and HOPWA records be treated confidentially.
- To have your information released/shared with other people only with your consent.
- To request a Reasonable Accommodation as described by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- To file a complaint or grievance about the services or decisions made by the HOPWA program.

Revised 11/20/12

Client Participation Agreement p. 1 of 3

**Your Responsibilities As An HOPWA Client (continued):**

I understand that the following actions may result in my immediate termination from the HOPWA program. Client must initial next to each item below:

- \_\_\_\_\_ Committing fraud, bribery or any other corrupt or criminal acts in connection with any federal housing program. This includes lying about or misrepresenting information like my income or my relationship to other people that live with me.
- \_\_\_\_\_ Leaving my HOPWA-assisted unit for longer than 30 days except in cases where I am hospitalized or placed into residential substance abuse or mental health treatment.
- \_\_\_\_\_ Moving to a new unit without approval from my Housing Case Manager.
- \_\_\_\_\_ Rude, abusive, or threatening behavior toward HOPWA staff or other people that help me with my housing, neighbor(s) or my landlord. This includes me making threats out loud or implying threats of violence even if I don't directly say it.
- \_\_\_\_\_ Commission by myself, any member of my household, my guests or any person under my control of any violent or drug-related criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents. This includes making or selling drugs illegally.
- \_\_\_\_\_ Causing serious damage to my HOPWA-assisted unit (including damage caused by my guest or a member of my household). This includes vandalism, arson, and breaking or soiling fixtures, floors, walls, windows, doors, or appliances.

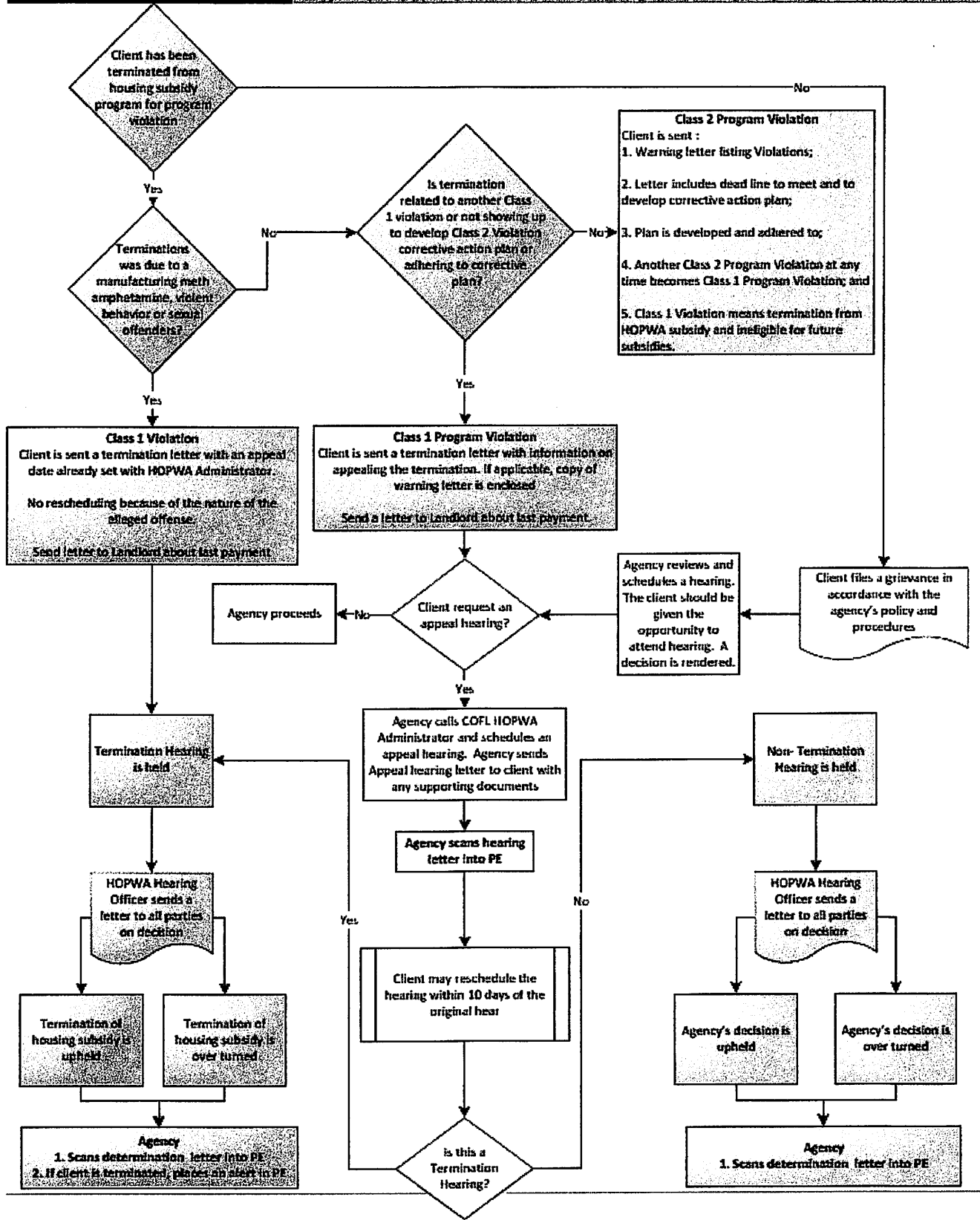
I have read and agreed to the requirements listed on all pages of this Client Participation Agreement, and I understand that it is my responsibility to ask questions that I might have regarding this agreement. I also understand that failure to comply with this agreement may result in loss of my housing assistance and termination from the HOPWA program.

I further acknowledge and understand that HOPWA programs are not entitlement programs which automatically assist eligible clients, but that *each and every* application must go through an evaluation process to determine if clients *qualify* for the assistance requested in the time period requested.

**Client / Participant**  
Name/Signature /Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Housing Case Manager**  
Name/Signature /Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

# Exhibit G HOPWA DUE PROCESS



**Exhibit H**  
**EXAMPLE FISCAL TRAINING CERTIFICATE**

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Awards this  
Course Completion Certificate to  
  
For successfully completing the  
HOPWA Financial Management Training

Dec 27, 2012

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Date of Course Completion

# Exhibit I

## Asset Tracker

<b>Billing Expense</b>	
Line Item Expense	Support Documentation
Payee	<input type="text"/>
Status	<input type="text" value="In Progress"/>
<b><u>Invoice/Receipt Date</u></b>	* <input type="text"/>
Direct or Indirect?	* <input type="text" value="Direct"/>
Administrative?	* <input type="text" value="No"/>
Category	* <input type="text" value="Operations"/>
Sub Category	* <input type="text" value="Equipment"/>
Vendor/Payee/Employee	<input type="text"/>
Description	*
<b><u>Invoice/Receipt Amount</u></b>	*
<b><u>Billable Amount</u></b>	*
Percent Charged to HOPWA	*
Asset Tag ID	*
Manufacturer	*
Description	*
Serial Number	*
Model Number	*
Physical Location Placed	*
Location - Address	*
<b><u>Justification</u></b>	*

**Exhibit J**

**DECLARATION OF SECTION 214 STATUS**

**Notice to applicants and tenants:** In order to be eligible to receive the housing sought, each applicant for, or recipient of, housing assistance must be lawfully within the U.S. Please read the Declaration statement carefully and sign and return to the Montana Department of Commerce, Local Field Agent Office. Please feel free to consult with an immigration lawyer or other immigration expert of your choosing.

I, \_\_\_\_\_ certify, under penalty of perjury<sup>1</sup>, that, to the best of my knowledge, I am lawfully within the United States because *(please check the appropriate box)*:

- I am a citizen by birth, a naturalized citizen or a national of the United States; or
- I have eligible immigration status and I am 62 years of age or older. Attach evidence of proof of age<sup>2</sup>; or
- I have eligible immigration status as checked below (see reverse side of this form for explanations). Attach INS document(s) evidencing eligible immigration status and signed verification consent form.
  - Immigrant status under §§101(a)(15) or 101(a)(20) of the Immigration and Nationality Act (INA)<sup>3</sup>; or
  - Permanent residence under §249 of INA<sup>4</sup>; or
  - Refugee, asylum, or conditional entry status under §§207, 208, or 203 of the INA<sup>5</sup>; or
  - Parole status under §§212(d)(5) of the INA<sup>6</sup>; or
  - Threat to life or freedom under §243(h) of the INA<sup>7</sup>; or
  - Amnesty under §245A of the INA<sup>8</sup>.

\_\_\_\_\_  
*(Signature of Family Member)*

\_\_\_\_\_  
*(Date)*

Check box on left if signature is of adult residing in the unit who is responsible for child named on statement above.

HA: Enter INS/SAVE Primary Verification #: \_\_\_\_\_

Date: \_\_\_\_\_

*(See reverse side for footnotes and instructions.)*

**Program Name: Housing Opportunities for Persons With HIV/AIDS Program (HOPWA)  
Catalog of Federal Domestic Assistance (CFDA) #: 14.241  
Grant Participant #: F-LH-12-F004**

<sup>1</sup>**Warning:** 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, imprisoned for not more than five years, or both.

The following footnotes pertain to noncitizens who declare eligible immigration status in one of the following categories:

- <sup>2</sup> **Eligible Immigration status and 62 years of age or older.** For noncitizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on June 19, 1995. If you are eligible and elect to select this category, you must include a document providing evidence of proof of age. No further documentation of eligible immigration status is required.
- <sup>3</sup> **Immigrant status under §§101(a)(15) or 101(a)(20) of INA.** A noncitizen lawfully admitted for permanent residence, as defined by §101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by §101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15), respectively [*immigrant status*]. This category includes a noncitizen admitted under §§210 or 210A of the INA (8 U.S.C. 1160 or 1161), [*special agricultural worker status*], who has been granted lawful temporary resident status.
- <sup>4</sup> **Permanent residence under §249 of INA.** A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under §249 of the INA (8 U.S.C. 1259) [*amnesty granted under INA 249*].
- <sup>5</sup> **Refugee, asylum, or conditional entry status under §§207, 208, or 203 of INA.** A noncitizen who is lawfully present in the U.S. pursuant to an admission under §207 of the INA (8 U.S.C. 1157) [*refugee status*]; pursuant to the granting of asylum (which has not been terminated) under §208 of the INA (U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity [*conditional entry status*].
- <sup>6</sup> **Parole status under §212(d)(5) of INA.** A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under §212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) [*parole status*].
- <sup>7</sup> **Threat to life or freedom under §243(h) of INA.** A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under §243(h) of the INA (8 U.S.C. 1253(h)) [*threat to life or freedom*].
- <sup>8</sup> **Amnesty under §245A of INA.** A noncitizen lawfully admitted for temporary or permanent residence under §245A of the INA (8 U.S.C. 1255a) [*amnesty granted under INA 245A*].

**Instructions to Housing Authority:** Following verification of status claimed by persons declaring eligible immigration status (other than for noncitizens age 62 or older and receiving assistance on June 19, 1995), HA must enter INS/SAVE Verification Number and date that it was obtained. A HA signature is not required.

**Instructions to Family Member for Completing Form:** On opposite page, print or type first name, middle initial(s), and last name. Place an "X" or "✓" in the appropriate boxes. Sign and date at bottom of page. Place an "X" or "✓" in the box below the signature if the signature is by the adult residing in the unit who is responsible for Child.