

**HCD DOCUMENT ROUTING FORM**

3 ✓ 12/17/15 (L)

DATE: September 23, 2015

NAME OF DOCUMENT: HOPWA Agreement: Mount Olive Development Corp (MODCO).

Approved at Commission Meeting on **6-16-2015** CAM# **15-0693**

ITEM:  M -  PH 1  O  CR  Pur-1

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]  
JONATHAN BROWN, HCD MANAGER Date

Approved as to Content: [Signature] Date 9/30/15  
Alfred Battle, Deputy Director, DEPARTMENT OF SUSTAINABLE DEVELOPMENT

2) Approved as to Funds Available: by [Signature] Date: 9/23/15  
LAURIE CONVER, FINANCIAL ADMINISTRATIVE ASSISTANT

Amount Required by Contract/Agreement \$511,564.00 Funding Source: HOPWA

Dept./Div. Dept of Sustainable Development/HCD

Index/Sub-object: HP/TBD 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) Approved as to content: City Manager:

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

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

**PROGRAM PROVIDER AGREEMENT  
FY 2015-2016**

Dated this 1<sup>st</sup> day of October 2015

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. 855-11550 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 WHEREAS, (AGENCY) submitted a responsive proposal to the City to provide HOPWA –Project Based Rental Assistance Program; and

WHEREAS the City approved CAM 15-0437 on July 7, 2015 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:

*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*

## **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 –Project Based Rental Assistance 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 HOPWA Housing Administrator 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.

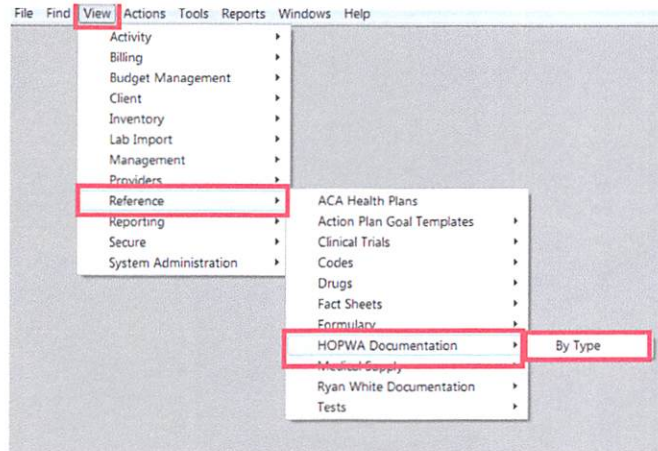
## **ARTICLE II** **SCOPE OF SERVICES**

- 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.

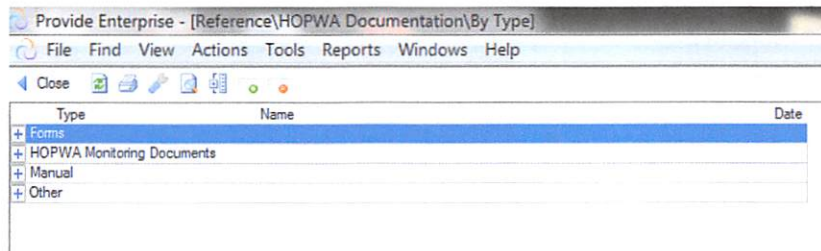
- 2.4 The Housing Program as defined in this Agreement shall meet or exceed the standards required by 24 CFR Part 574.310 (General standards for eligible housing activities).
- 2.5 The Participant will conduct an ongoing assessment of the housing assistance and supportive services required by its clients 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 located in the COFL HOPWA Administration and Procedures Guide and associated documentation necessary for each client who receives HOPWA housing assistance.

Additionally, HOPWA guidelines require that the following documentation 3<sup>rd</sup> part verification (refer COFL HOPWA Administration and Procedures Guide) and 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.
  - 2.8 The Participant must document all third party verification on required documents to before financial subsidy payments are made on behalf of the client. Verification is required in order to minimize fraud.
  - 2.9 The Participant can obtain all of the HOPWA Forms through PE. This can be done by logging into PE and selecting View>>>References>>HOPWA Documentation>>>By Type. See screen shots below:



Select Forms



**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.
- 3.11 The Participant who is funded for the **TBRV program** shall conduct a Housing Quality Standards (HQS) at least once in the contract year for every unit funded wholly or in part by HOPWA funds in the Tenant Based Rental Voucher Programs. Unit should be inspected prior to moving in and upon exit. For Tenant Based Rental Vouchers, HQS inspection will occur within 45 days of on the annual certification.

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.

The Participant who is funded for Permanent Housing Placement, the HQS inspection must pass inspection before the application can be approved.

Participant's that do not to comply with the requirement will not be able to bill for those units.

For Participant's who are funded for Facility Based and Project Based Rent Programs, the City will perform the annual and move in HQS inspections. The Participant will be responsible for all exit inspections. All Facility Based Housing and Project Based Housing 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 has 15 calendar days to correct 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 notify the City to schedule HQS inspection before the unit is occupied again.

A HUD - 52580 or 52580-A - form <http://portal.hud.gov/hudportal/documents/huddoc?id=52580.pdf> should be completed for each inspection and filed in the client file and scanned into Provide Enterprise (P.E.) Refer to form located in the HOPWA Administration and Procedures Guidebook. Form can be downloaded from Provide Enterprise.

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 the HQS form located in the HOPWA Administrative and Procedures Guidebook shall be scanned into PE upon completion.

Each Participant that administers a Facility Based Housing 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.

- A. Participant agrees to follow termination and due process requirements as outlined in Termination and Dues Process Chapters located in the COFL HOPWA Administration and Procedures Guidebook.

- 3.13** The Participant shall follow the procedures for enforcing a Corrective Action Plan (CAP) as outlined in CAP Chapter of the COFL HOPWA Administrative and Procedures Guidebook upon Class II violation or if client is placed on permanent probation.

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

- 3.14 Participant shall follow the appeals procedures as outlined in the Termination and Due Process Chapters of the COFL HOPWA Administrative and Procedures Guidebook that adheres to 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. )
- 3.15 Participant shall follow the procedures for Termination of HOPWA Assistance to any program client for violation of requirements as outlined in the Termination and Due Process Chapters of the COFL HOPWA Administrative and Procedures Guidebook that adheres. 24 CFR 574.310(e)(2)(i) and (ii)(A),(B),(C).
- 3.16 In the event Participant seeks to relocate their business offices to new location, , 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, referred as primary designee, who will be responsible for:
  - A. Receiving updated HOPWA information from HUD by online registration through One CPD exchange <https://www.hudexchange.info/about-onecpd/>;
  - B. Ensuring designee along with HOPWA staff participate in COFL the regularly scheduled meetings and designated HUD webinars;]
  - C. Providing feedback on required documents;
  - D. Ensuring HOPWA staff who are paid in whole or part receives training ensure programmatic and fiscal compliance within thirty (30) days from



any changes with the COFL HOPWA Administrative and Procedures Guidebook; and

- E. Documenting that training took place with 1) sign in sheet, 2) disbursed materials, and 3) declaration on the training.

- 3.18 By January 1, 2016, The Participant will submit their policy and procedures manual for each funded HOPWA program to ensure programmatic compliance with COFL HOPWA Administrative and Procedures Guidebook and applicable CFR's. The policy and procedures manual shall start with client referral and intake of to discharge or year ending of a client.

The City's HOPWA Contract Manager will review and approve each submitted policy and procedures manual for compliance. Submitted plans found not to be compliant will be sent back for resubmission noting each deficiency.

Each approved policy and procedures manual will be used for the monitoring process. Participants who do not enforce their policy and procedures for each program will be found non-compliant and a finding(s) will be issued for each violation.

When the COFL HOPWA Administrative and Procedures Manual is updated, The City will notify each agency of any changes and the Participant will have 30 days to amend each of their approved manuals for compliance.

- 3.19 **Participant will** comply with federal administrative requirements that includes but not limited updates to applicable CFR's and OMB circulars.

#### **ARTICLE IV** **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 be 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, 2015 through September 30, 2016. 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 2015-2016 shall not exceed **\$511,564**. 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 2015-2016 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 2015-2016 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 E). 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 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 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 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 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

*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*

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 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.

**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 and RISK ANALYSIS**

- 13.1** The City or its authorized agent will conduct ongoing desktop (remote) monitoring throughout the year to correct compliance issues in real time. This will include a minimum of one (1) on-site monitoring review of the Participant's HOPWA

programs.

Using the Risk Analysis tool for HOPWA, Participants who score a 30 or better will be deemed an at risk program and immediate corrective actions will be required along with more frequent desktop (remote) and on-site monitorings.

- 13.2** Participant's who have findings and/or concerns must provide a written response by the deadline 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 2015-2016 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.
- 13.3** Participant's who make payments on behalf of clients that are deemed not eligible during the monitoring process, will be required to make financial restitution back to the City. If the monitoring process cross fiscal years, and payments were made on behalf of clients that were not eligible, the Participant will still be required to make financial restitution to the City for prior years . Refer to section 3.10.

#### **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** Participant's failure to implement/enforce the approved policy and procedures manual for each funded HOPWA program (see section 3-18) shall result in all HOPWA reimbursement payment(s) being suspended until a Participant achieves full compliance.

14.5 Participant's must complete the year-end reports before final payment will be issued.

## **ARTICLE XV INSURANCE AND INDEMNIFICATION**

- 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 have all employee staff who are paid in whole or part with HOPWA funds obtain a certificate of completion for each module of HOPWA Financial Management Online Training (<http://www.hudhre.info/index.cfm?do=viewHopwaFinancialTraining>) to demonstrate their capacity to carry out the provisions as indicated in 24 C.F.R. 85.20, 24 C.F.R 574 and COFL HOPWA Administrative and Procedures Manual that is linked to CRFs. Documentation of completion must be submitted to the City by January 1, 2016. See exhibit D for example documentation.

All new hires will also be required to obtain certificate of completion for each module of HOPWA Financial Management Online within 90 days from their start date.

Participants agree to have all employee staff who are paid in whole or part with HOPWA funds to complete an HUD HOPWA online trainings. This includes the Getting Back to Work Module(s) that is required for all Participants.

Participants who are funded for Facility Based Housing and/or Project Based Housing, may request a waiver for following staff: maintenance, cooks, janitorial, Physicians, CSNs, LPNs, and RNs.

## **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.

#### **ARTICLE XXIII Civil Rights**

**23.1** Compliance

The Participant agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and the ADA Amendments Act of 2008 (ADAAA), the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The City fully supports the goals of the ADA, ADAAA and Section 504 and will not support Participant discrimination based on disability in any aspect of the employment relationship or in the administration of agency programs. Further, no qualified individual or child with a disability shall be restricted or excluded from equal opportunity for participation, or denied benefits, services or access to City programs and activities.

Each Participant is hereby required to identify its Section 504/ADA Coordinator and provide a notice to all its employees, outlining the roles and responsibilities of this person, and how to contact this person.

## 22.2 Language Access Plan and Limited English Proficiency

It is the policy of the City of Fort Lauderdale to ensure that each Participant take reasonable steps to provide meaningful access to its programs and activities, including persons with Limited English Proficiency (LEP). Each Participant shall develop a Language Access Plan (LAP) that will serve the needs of the clients they serve (*including a TTY/TTD machine and providing program related documents in other languages, upon request*). The Participants LAP policy shall ensure that its staff will communicate effectively with LEP individuals, and LEP individuals will have access to important programs and information. The Participant shall comply with all federal requirements in providing free meaningful access to its programs and activities for all clients that is inclusive of LEP persons.

**[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



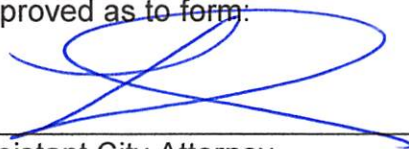
RACHEL WILLIAMS

CITY OF FORT LAUDERDALE

By  \_\_\_\_\_  
JONATHAN BROWN, HCD Manager

By  \_\_\_\_\_  
LEE R. FELDMAN, CITY Manage

Approved as to form:

  
\_\_\_\_\_  
Assistant City Attorney

**PARTICIPANT**

**MOUNT OLIVE DEVELOPMENT CORPORATION (MODCO)**

WITNESSES:

Dr. Rosalind Osgood, CEO

Andrew Tucker

By Dr. Rosalind Osgood

ANDREW TUCKER

[Witness print name]

Paulette Smith

Linda C Brown

Attest:

PAULETTE SMITH

[Witness print name]

(CORPORATE SEAL)

Linda C Brown

Secretary



STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18 day of November 2015 by Dr Rosalind Osgood and \_\_\_\_\_ as President and CEO of \_\_\_\_\_, a \_\_\_\_\_ non-profit corporation, on behalf of the corporation. Who are  personally known to me or  have produced \_\_\_\_\_ as identification.

Jacqueline Stewart

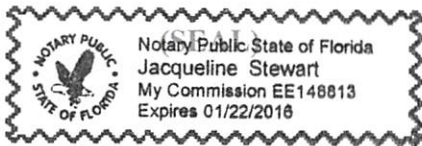
Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

Jacqueline Stewart

Name of Notary Typed, Printed or Stamped

My Commission Expires: 1/22/2016

Commission Number: EE148813





## Exhibit A

### BUDGET SUMMARY and SCOPE OF SERVICES

*Project Based Rent (PBR)*  
Line Item Budget SMMARY

**MODCO**

Fiscal Year October 1, 2015 thru September 30, 2016

**Award Amount \$511,564.00**

CATEGORY	Monthly Costs	Annual Costs
Programs/Service (Facility Based, PB, PHP or STRMU or	\$ 18,333.33	\$ 220,000.00
Personnel <sup>1</sup>	\$ 13,066.05	\$ 156,792.55
Fringe Benefits <sup>1</sup>	\$ 2,914.93	\$ 34,979.10
Travel	\$ 100.00	\$ 1,200.00
Supplies	\$ 112.50	\$ 1,350.00
Equipment	\$ -	\$ -
Other Cost Allocation	\$ 3,768.79	\$ 45,225.50
Other Non Allocation	\$ 1,506.33	\$ 18,076.00
<b>Total HOPWA Administrative \$ Costs Requested</b>	<b>\$ 2,828.40</b>	<b>\$ 33,940.85</b>
<b>Total All Categories (Program and Administration)</b>	<b>\$ 42,630.33</b>	<b>\$ 511,564.00</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.**

*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 A

### BUDGET SUMMARY and SCOPE OF SERVICES

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 **\$ 511,564.** 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]**



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



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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.



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**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

Through the development and implementation of an individualized comprehensive housing stability plan, provide housing assistance and supportive services for low-income HOPWA eligible clients to reduce the risk of homelessness.

- 1.1. 80% of Clients who reside greater than 30 days will achieve initial housing plan goals by designated target dates.
- 1.2. Eighty percent (80%) of clients will receive assistance with completing a realistic monthly budget and receive the appropriate follow up to ensure adherence to the budget to further client's goal of self-sufficiency.
- 1.3. Twenty-five percent (25%) of clients will make progress toward self-sufficiency by increasing the percentage of their contribution towards rent, thereby transitioning to self-sufficiency
- 1.4. Eighty percent (80%) of clients will maintain regular appointments with Primary Care Physician or have contact appropriate medical provider, medical case manager, benefits coordinator, consistent with the client's individual service plan
- 1.5. Eighty-five percent (85%) of discharged clients will demonstrate an improvement in the Vulnerability Assessment Scale.
- 1.6. Eighty-five percent (85%) of discharged clients will demonstrate an improvement in the Self-Sufficiency Matrix.





Exhibit D

**EXAMPLE FISCAL TRAINING CERTIFICATE**



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 E

## Asset Tracker

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