



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Setnor Byer Insurance & Risk 900 S. Pine Island Road #300 Plantation FL 33324	CONTACT NAME: Middle Unit 1	
	PHONE (A/C, No, Ext): (954) 382-4350	FAX (A/C, No): (954) 382-2810
	E-MAIL ADDRESS: dannys@setnorbyer.com	
INSURED Legal Aid Service Of Broward County, Inc. 491 N State Road 7 Plantation FL 33317	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Ins Co	NAIC #: 29424
	INSURER B: Associated Industries Ins. Co.	23140
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2022\_1216 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL (NSD)	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	Y	21SBAZI9955	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			21SBAZI9955	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21SBAZI9955	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ARC1190066	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
General Liability includes: Blanket Additional Insured on a Primary/Non-contributory basis including Completed Operations and Blanket Waiver of Subrogation when required by written contract per form SS0008 (0405). Workers Compensation: Blanket waiver of subrogation when required by written contract. Per Florida Statute 45 day Notice of Cancellation except in the event of nonpayment of premium, then 10 day notice. All of the above are subject to policy terms, limitations, exclusions and conditions.

CERTIFICATE HOLDER jevans@legalaid.org City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Daniel Saunders/DANNY
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# LEGAL AID SERVICE OF BROWARD COUNTY INC

Unique Entity ID <b>X6RGPC2DL1X5</b>	CAGE / NCAGE <b>493H5</b>	Purpose of Registration <b>Federal Assistance Awards Only</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jan 9, 2024</b>	
Physical Address <b>491 Nstate RD Plantation, Florida 33317 United States</b>	Mailing Address <b>P.O. Box 120910 Fort Lauderdale, Florida 33312-0016 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Florida 20</b>	State / Country of Incorporation <b>Florida / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Jan 11, 2023</b>	Submission Date <b>Jan 9, 2023</b>	Initial Registration Date <b>Jan 4, 2006</b>
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## Entity Dates

Entity Start Date <b>Dec 18, 1973</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

<b>Business Types</b>		
Entity Structure <b>Corporate Entity (Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>Non-Profit Organization</b>		

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 493H5

**Points of Contact**

**Electronic Business**

ANGELA PALMER	491 N. State Road 7 Plantation, Florida 33317 United States
JEFF AHREN	4436 Tamiami Trail East Naples, Florida 34112 United States

**Government Business**

BRENT M THOMPSON, Executive Director	491 North State Road 7 Plantation, Florida 33317 United States
ANGELA PALMER	491 N. State Road 7 Plantation, Florida 33317 United States

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
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**Disaster Response**

This entity does not appear in the disaster response registry.

**CITY OF FORT LAUDERDALE  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)  
PROGRAM PROVIDER AGREEMENT  
FY 2023-2024**

THIS PROGRAM PROVIDER AGREEMENT, with an effective date of October 1, 2023, is entered by and between:

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation (hereinafter referred to as "City"),

and

**LEGAL AID SERVICE OF BROWARD COUNTY, INC.**, a Florida non-profit corporation with its principal address at **491 North State Road 7, Plantation, FL 33317** (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 activities, including providing housing and related services to eligible individuals; and

WHEREAS, the City issued Request for Information (RFI) No. 12487-108 and the HOPWA grant application process was issued through the submittable portal, seeking qualified non-profit organizations to provide housing and certain supportive services to eligible persons under the HOPWA grant; 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 (AIDS) or related diseases; and

WHEREAS, Participant submitted a responsive proposal to the City to provide Non-Housing Support Services Case Management to eligible persons ("Proposal"); and

WHEREAS, the City approved CAM 23-0447 on June 20, 2023, awarding HOPWA funding to Participant; and

WHEREAS, Participant's Proposal 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, and other valuable consideration, the receipt of which is acknowledged the parties agree as follows:

**ARTICLE I**  
**PURPOSE**

*Program Name: Housing Opportunities for Persons With HIV/AIDS Program (HOPWA)  
Catalog of Federal Domestic Assistance (CFDA) #: 14.241  
Grant Participant #: FLH19F004/ FLH20F004/ FLH22F004 / FLH23F004*

- 1.1 Parties agree the foregoing recitals are true and correct and incorporated herein by this reference. 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 Non-Housing Support Services to eligible persons with Acquires Immunodeficiency Syndrome (AIDS) or related diseases (hereinafter "HOPWA PROGRAM") pursuant to HUD's HOPWA regulations.
- 1.2 The Participant will provide eligible persons with Non-Housing 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 line-item budgets and narrative for each HOPWA Program, as may be amended and subject to approval by the City, made a part hereof and attached hereto as **Exhibit "A"** - SCOPE OF SERVICES AND BUDGET SUMMARY.
- 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 City's 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 (Client) the appropriate Non-Housing Support Services under the HOPWA Program as described in the detailed Scope of Services and Budget Summary attached hereto as **Exhibit "A."**
- 2.2 The Scope of Services shall not include and specifically prohibits the Participant's representation of any Clients at Administrative Hearings for Termination from the HOPWA Program, which are brought forward by another HOPWA sub-recipient housing provider. Participant's representation of any Clients at such Administrative Hearings shall be grounds for termination in accordance with Article XVII of this Agreement. Participant may refer such Clients as outlined in this Section 2.2 to other outside legal counsel not a party to this Agreement.

- 2.3 The Participant agrees to provide qualified and trained staff for its HOPWA Program(s).
- 2.4 The Participant shall report their performance indicators (**Exhibit B**) quarterly. The report shall be submitted by the 5<sup>th</sup> business day following each quarter, even if there are no performance indicators to report. An explanation should accompany every performance indicator the agency has not met and is not on track to meet.
- 2.5 The HOPWA guidelines include the requirement that at least one member of each family must be HIV/AIDS infected and are low income (80% or below Area Median income).

### **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 that 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 staff person spends on HOPWA Program activities.
- 3.3 The Participant agrees that 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 the Sub-recipient Contract for approval by the City Attorney. Upon review and approval by the City Attorney, the Participant may execute the Sub-recipient Contract and shall timely provide the City with a copy of the executed Sub-recipient Contract.
- 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 and 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's HOPWA providers to provide the appropriate housing solution(s) for HOPWA clients.
- 3.8 The Participant agrees that it shall charge no fee, except for permitted rent charges, for any non-housing support services provided with HOPWA 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 Participant agrees that a Program violation by a Client which impacts the integrity of all HOPWA funded non-housing Programs will result in immediate termination of the offending Client from the Program. Program violations may include, but not be limited to:
  - A. Fraud, bribery, or any other corrupt or criminal acts in connection with any federally funded non-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 or continue to receive HOPWA services.
  - B. Abandonment of assisted unit, defined as a failure to reside on the assisted premises for a period exceeding thirty (30) days, except in cases where the client is hospitalized or placed into residential housing with cause.
  - C. Threatening or abusive behavior toward housing and/or support services personnel, neighbor(s), and others. Threats of violence may be verbal or nonverbal and can occur explicitly or implicitly. When the behavior constitutes a legitimate threat of violence to themselves or others, immediate termination is warranted.
  - D. Commission by Client, any member of the household, guests or any person under the Client's 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.
  - E. Extreme or excessive damage caused to the HOPWA funded unit by the

Client, a Client's guest, or member of his or her household. Extreme or excessive damage is characterized by deliberate destruction of property including vandalism, arson, and breaking or soiling fixtures, floors, walls, windows, doors or appliances.

- 3.12** Participant shall provide an appeal process as provided in 24 CFR Sections 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 allow him or her to continue. The goal is for the Participant to begin the termination process when Program violations of this nature occur.
- 3.13** Procedure for Termination of HOPWA Assistance to any Program Client for violation of requirements: Participant must provide a formal 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 Sections 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. Participant shall permit the client a review of 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; and
  - C. Participant shall provide prompt written notification of the final decision to the client.

#### **ARTICLE IV HEALTHCARE COST**

- 4.1** Participant agrees to comply with HOPWA regulation 24 CFR Section 574.310(a)(2) that allows 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 Section 574.400, of the HOPWA Program regulations. HOPWA Funds cannot 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 costs. 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 healthcare payments may only be made in the case that no AIDS Drug Assistance Program (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 C**, if HOPWA Funds are used to make a payment for these healthcare 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, 2023, through September 30, 2024. The City may approve an 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 2023-2024 shall not exceed **One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00)**. All Funds must be expended during the term of the Agreement. Any remaining Funds shall be de-obligated by the City as appropriate. For purposes of this Agreement, the

base HOPWA award is the amount provided in the Agreement for the 2023-2024 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 2023-2024 Agreement amount are provided on a year-to-year basis and are not guaranteed in future years.

Budget modifications/revisions shall be submitted annually through Provide Enterprise on or before September 15<sup>th</sup> of each year. Once the Participant has submitted its final budget revisions, Participant should notify HCD of its pending request. Given that HOPWA and the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding will run concurrently, **the Participant shall not comingle these funds**. All accounting records and requests for reimbursement MUST be maintained separately.

- 6.2 The Participant is responsible to provide the City with a line-item budget, as may be amended and subject to approval by the City, detailing the expenditure of awarded Funds in **Exhibit "A."** Line-item budgets for years two (2) and three (3) shall be provided by August 1<sup>st</sup> of each year. The line-item budget must be followed as the HOPWA 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 HOPWA 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 Section 84.34(f) governs 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 (**Exhibit E**). Such records shall be provided to the City on a monthly basis throughout the term of this Agreement.

24 CFR 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, 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 the 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 arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Section 84.26. The Participant shall pay for this audit at its own expense. The audit shall indicate compliance or non-compliance with HUD regulations. This audit shall be initiated within forty-five (45) days of the end of Participant's fiscal year in which fiscal year Participant received funds pursuant to this Agreement. The Participant shall provide a copy of the final audit report to the City within thirty (30) days of receipt, but no later than six (6) months after the end of the audit period.

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" that applies to agencies expending Seven Hundred Fifty Thousand Dollars and 00/100 Cents (\$750,000.00) or more in federal funds in the last fiscal year and requires that such agencies have a single audit. A "single audit" refers to an agency-wide audit, as opposed to a program specific audit. The Participant shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Section 84.26.

If the Participant's total federal income does not meet the requirements of the federal regulations, the Participant shall arrange for an annual audit of its operations and financial management systems and the audit shall include compliance testing of the HOPWA Program. The Participant shall pay for this audit at its own expense. The audit shall indicate compliance or non-compliance with HUD regulations. This audit shall be initiated within forty-five (45) days of the end of Participant's fiscal year in

which fiscal year Participant received funds pursuant to this Agreement. The Participant shall provide a copy of the final audit report to the City within thirty (30) days of receipt, but no later than six (6) months after the end of the audit period.

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 regarding use of the Funds disbursed hereunder.

If, as a result of an audit or monitoring by the City and/or HUD's Community Planning Division (CPD) or Office of Inspector General (OIG) or any other governing agency, there is a finding or ruling that the Participant provided funding of an ineligible activity or unallowable expense, the City shall be entitled to recover immediately, upon demand from the Participant or any party joining in or consenting to this Agreement, all ineligible or unallowable sums paid by the City to Participant pursuant to this Agreement.

All Participant records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Participant within thirty (30) days after receipt by the Participant. Failure of the Participant to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments and termination of the Agreement. The Participant hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Participant audits and OMB Circular A-133.

- 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 System (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 to verify that the EPLS was completed and is 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 Section 574.603.
- 10.3 Applicable OMB Circulars, identified at 24 CFR Section 574.605.
- 10.4 Conflict of Interest, identified at 24 CFR Section 574.625.
- 10.5 Displacement, relocation, and real property acquisition, identified at 24 CFR Section 574.630.
- 10.6 Lead-based paint, identified at 24 CFR Section 574.635.
- 10.7 Flood Insurance protection, identified at 24 CFR Section 574.640.
- 10.8 Coastal barriers, identified at 24 CFR Section 574.645.
- 10.9 Wage Rates, identified at 24 CFR Section 574.655.
- 10.10 Environmental Process and Procedures, identified at 24 CFR Section 574.510.
- 10.11 The Section 3 Clause of 24 CFR Part 135:
  - A. The work to be performed under this Agreement 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 Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.
  - C. The Participant agrees to send to each labor organization or representative of

workers with which the participant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the participant's commitments under the 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, 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 Participant 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 Participant will not subcontract with any subcontractor where the Participant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Participant will certify that any vacant employment positions, including training positions, that are filled (1) after the Participant is selected but before the Agreement 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 Participant'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 Agreement 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 the Participant's Proposal is approved, or have a financial interest in any contract, subcontract, or agreement with respect to the services provided under the Participant's 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 Participant 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 Section 570.611 (d) or 24 CFR Section 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. City shall provide subsequent written notice 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 use 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 Enterprise).

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 only information to be inputted is that which is defined and authorized by City ("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 the 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 the information referred to in subparagraph B above into the System 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 Federal Funding Accountability and Transparency Act of 2006 (FFATA).

HOPWA grantees must report required data on their project sponsors in the FFATA Subaward Reporting System (FSRS). In assisting the City to meet this requirement, project sponsors must disclose and agree to the agency's identifying information and executive compensation being reported in the FFATA Subaward Reporting System (FSRS). Subrecipients must be registered in the System of Award Management (SAM) at <https://www.sam.gov/>.

A copy of the agency's active System of Award Management ("SAM") registration with a correct Dun & Bradstreet D-U-N-S Number must be submitted with the signed Agreement.

#### 11.8 Confidentiality:

- A. 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 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.

#### 11.9 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 group sessions.

#### 11.10 Responsibilities of City.

City will:

- A. Provide the necessary software and technical support to implement the System access at Participant's location;
- 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;
- C. Provide System administration; and
- 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 the 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 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 Participant access 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 form 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, 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.

11.11 Participant's confidentiality policy must comply with the HOPWA Confidential Users Guide <https://www.hudexchange.info/resource/3296/hopwa-confidentiality-user-guide/>. 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 by 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 by 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).

#### 11.12 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 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 the 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.

**11.13** 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.

- 11.14 Participant shall pay to City any repair expenses incurred as a result of Participant's misuse, 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 the City's Contract Administrator.
- 11.15 In the event that Provide Enterprise database requires corrections that fall outside of 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 and the Federal Government in providing necessary information pertaining to the 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.

The HOPWA (Housing Opportunities for Persons With AIDS) Consolidated Annual Progress Report (APR)/Consolidated Annual Performance and Evaluation Report (CAPER) is intended to support HOPWA grantees and project sponsor program staff with the completion of the HOPWA Consolidated APR/CAPER. Completion of the workbooks in the Consolidated APR/CAPER fulfills the HOPWA annual reporting requirements found at 24 CFR 574. All HOPWA formula and competitive grantees with reports due on or after January 1, 2023, must submit their annual data using the workbooks that comprise the new Consolidated APR/CAPER within 30 days from the end of the contract period.

Link to the Consolidated APR/CAPER User Manual;

<https://www.hudexchange.info/resource/6796/hopwa-consolidated-apr-caper-user-manual/>.

- 12.2 The Participant shall maintain all records necessary to document compliance with the provisions of 24 CFR Sections 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 Article 12.4 herein. All HOPWA records must be kept for a period of four (4) 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 and 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.
- 12.5** Nothing in this Agreement should be construed as giving access to any un-redacted client identifying information which is confidential, and which is protected by the attorney-client privilege or by those provisions of the Rules of Professional Conduct of the Rules regulating the Florida Bar relating to an attorney's obligation to preserve confidences or secrets of a client. The Participant, however, agrees to provide documentation during all announced and unannounced visits to confirm compliance with this Agreement.

### **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 higher will be deemed an at-risk program and immediate corrective actions will be required along with more frequent desktop (remote) and on-site monitoring.

- 13.2** Participants who have findings and/or concerns must provide a written response by the deadline listed in the monitoring letter to City. Upon approval by City, an approval letter will be sent, and the corrective action measures must be in place by the date set forth in the approval letter. Should the Participant be unable to comply with adequate corrective measures, HOPWA Funds that have been allocated for Fiscal Year 2023-2024 may be subject to recapture by the City. Additionally, the City will approve no further reimbursements until the Participant fulfils the requirement.

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

- 14.1 This Agreement is a cost reimbursement Agreement. 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 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 City must receive invoices no later than the 10<sup>th</sup> day of each month following the month for which the Participant is seeking reimbursement. The Participant shall utilize the Homeless Information Management System (HIMS) and Provide Enterprise 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 City 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 ***must*** complete the year-end reports before final payment will be issued.

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

- 15.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Participant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Participant. The Participant shall provide the City a certificate of insurance evidencing such coverage. The Participant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Participant shall not be interpreted as limiting the Participant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages limits and/or endorsements required herein protect the interests of the



City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the Participant for assessing the extent or determining appropriate types and limits of coverage to protect the Participant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Participant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Participant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Participant does not own vehicles, the Participant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Participant must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Fidelity/Dishonesty and/or Commercial Crime

Coverage must be afforded in an amount equal to or greater than the amount of the

grant for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Participant waives, and the Participant shall ensure that the Participant's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Participant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### Insurance Certificate Requirements

- a. The Participant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Participant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Participant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Participant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the Commercial General Liability and Directors and Officers / Professional Liability policies.
- g. The City shall be granted a Waiver of Subrogation on the Participant's Workers' Compensation insurance policy.

- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

The Participant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Participant's expense.

If the Participant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Participant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Participant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Participant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Participant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Participant's insurance policies.

The Participant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Participant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Participant's responsibility to ensure that any and all of the Participant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Participant.

The Participant and any and all subcontractors warrant that it will not initiate, counsel, and/or represent any party in an adversarial legal proceeding against City arising out of this HOPWA participation agreement or any other HOPWA related program during the term of the Agreement and any extensions thereto.

- 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.

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

- 16.1** The Participant agrees to comply with all applicable federal regulations, including but not limited to the following requirements:
- i. General HUD Program Requirements, identified at 24 CFR Sections 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 Section 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 Section 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:**

City Manager  
City Manager's Office  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

**With a copy to:**

City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

**As to the Participant:**

Brent Thompson  
Legal Aid Service of Broward County, Inc.  
491 N. State Road 7  
Plantation, FL 33317

- 17.5** The Participant shall not incur new expenses for equipment or furnishings after receiving a 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 ninety (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 (<https://www.hudexchange.info/trainings/courses/hud-hopwa-financial-management-online-training/>) to demonstrate their capacity to carry out the provisions as indicated in 24 CFR Section 85.20, 24 CFR Part 574, and City HOPWA Administrative and Procedures Manual that is linked to CRFs. Documentation of completion must be submitted to the City by January 1, 2023, See **Exhibit F** for example documentation.

All new hires will also be required to obtain a Certificate of Completion for each module of HOPWA Financial Management Online within ninety (90) days from their start date.

Participants agree to have all employee staff who are paid in whole or part with HOPWA Funds complete HUD HOPWA online training. This includes the Getting Back to Work Module that is required for all Participants.

**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 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 a trustee, receiver or liquidator of Participant for all or any part of the properties of Participant or if within ten (10) days after the 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 (10) 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, HUD, Community Planning Division (CPD), 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, each Party shall be responsible for paying its 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, 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 the 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 (Fair Housing Act), 42 U.S.C. §§ 3601-19 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 Participant's 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.

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, because of race, color, religion, sex (including gender identity and sexual orientation), familial status, national origin, and disability. It also requires that all federal programs relating to housing and urban development be administered in a manner that affirmatively furthers fair housing.

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. Along with identifying a 504/ADA Coordinator, the Participant shall develop and implement a facially-neutral and inclusive fair housing policy that identifies Participant's household(s) selection criteria and process for housing opportunities, in compliance with the Fair Housing Act, as amended from time to time. In the event Participant's policy includes standards that restrict the public's access to housing on the basis of criminal history, Participant must indicate said policy is necessary to serve a substantial, legitimate, nondiscriminatory interest which cannot be served by another practice with less disparate impact. Additionally, Participant must publish its criminal records screening process and provide for reasonable accommodations to ensure an individual with a disability is able to participate in the criminal records screening process.

### **23.2 Language Access Plan and Limited English Proficiency**

It is the policy of the City to ensure that each Participant take reasonable steps to provide meaningful access to its programs and activities, including to persons with Limited English Proficiency (LEP). Each Participant shall develop a Language Access Plan (LAP) that will meet the needs of the Clients they serve (*including a TTY/TTD machine and providing program related documents in other languages, upon request*). The Participants LEP 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.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE, a Florida municipal corporation

Donna Varisco  
Witness signature

By: [Signature]  
GREG CHAVARRIA, City Manager

Donna Varisco  
Witness Name – Printed or Typed

Date 11/01/2023

[Signature]  
Witness signature

Amber Cabrera  
Witness Name - Printed or Typed

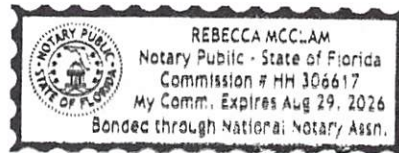
Approved as to form and correctness:  
Thomas J. Ansbro, City Attorney

By: [Signature]  
Patricia Saint-Vil-Joseph  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of  physical presence or  online, this 1st day of November, 2023, by Greg Chavarria, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

R. McClain  
(Signature of Notary Public – State of Florida)



Rebecca M.C.C.A.M.  
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

**PARTICIPANT**

**LEGAL AID SERVICE OF BROWARD COUNTY, INC** a Florida non-profit corporation

WITNESSES:

[Signature]  
Witness signature

Yuliya Agroskita  
[Witness print name]

[Signature]  
Witness signature

ANGELA PALMER  
[Witness print name]

By: [Signature]

Name: Brent Thompson  
Title: Executive Director

Date: 10/16/23

Attest:

By: [Signature]  
Secretary

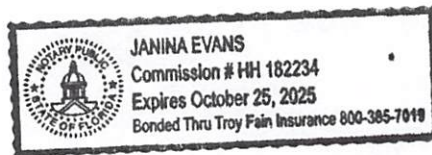
Print Name: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, me by means of  physical presence or  online, this 16th day of October 2023, by Brent Thompson, as Executive Director of **LEGAL AID SERVICES OF BROWARD COUNTY, INC**, a Florida non-profit.

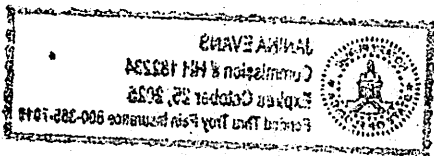
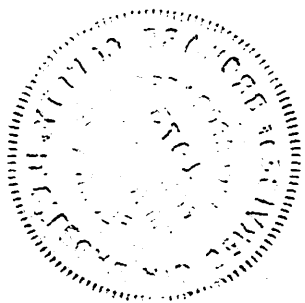
[Signature]  
(Signature of Notary Public – State of Florida)



Janina Evans  
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



JANINE EVANS  
Commissioner & HR 183334  
Expires October 25, 2025  
Federal Trial Jury Pool Insurance 800-385-1949

**EXHIBIT A**  
**SCOPE OF SERVICES**

Non-Housing Support Services

(A1 - A.5)

**Non-Housing Support Services**

A1. LEGAL AID SERVICE OF BROWARD COUNTY, INC. (Legal Aid) will provide legal advice and/or direct legal representation to Clients **only** for the following issues:

1. Foreclosure;
2. Eviction;
3. Three (3) Day Writ;
4. Landlord Tenant issues on executed contracts;
5. Unit Habitability and safety issues; and
6. Lease review for HOPWA Clients prior to signing.

All HOPWA Clients must be income certified. If a client has an **active HOPWA enrollment record**, Legal Aid may serve the client without a referral. However, Legal Aid must send an e-mail to the respective Housing Case Manager and the supervisor within forty-eight (48) hours of contact with the Client.

If the Client has an **inactive HOPWA**, Legal Aid will e-mail the respective Housing Case Manager and supervisor within forty-eight (48) hours of meeting with the Client. The e-mail shall include the activation date Legal Aid contacted client.

**If there is no HOPWA enrollment record**, the Client must be income certified. Legal Aid has two options:

1. The Client must schedule an appointment with Care Resource (954) 567-7141 or SunServe (954) 764-5150 to enroll and determine eligibility; or
2. Legal Aid has the option to take walk-ins, however, Legal Aid cannot bill HOPWA/CITY for staff's time until the client has an open housing enrollment record and is certified as being HOPWA eligible. The client must schedule an appointment with either of the above-mentioned agencies to determine eligibility. Legal Aid will indicate the date the Client was initially seen, and that date will become the enrollment date.

A.2 Participant will provide this service at the following location:

491 North State Road 7, Plantation, Florida 33317

A.3 The Funds provided under this activity shall not exceed One Hundred and Ninety Thousand Dollars and Zero Cents (\$190,000.00). All funds for this activity must be expended by the expiration of this contract. Participant agrees to provide Non-

Housing Support Services for 105 unduplicated Clients for the term of this Agreement.

- A.4 Legal Aid is intended to facilitate efficient Client enrollment in housing services. This is a Client service that is NOT intended to duplicate or replace Ryan White Part A Medical Case Management. As such, Participant must demonstrate an ability to provide the service in a manner, which is separate from Medical Case Management services.

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**EXHIBIT A**

**Housing Case Management (HCM)**

Line Item Budget Summary Sheet

**LEGAL AID SERVICE OF BROWARD COUNTY, INC**

Fiscal Year October 1, 2023 thru September 30, 2024

**Award Amount: \$190,000.00**

CATEGORY	Annual Costs	Cost Allocation		
		Admin %	Direct Cost %	Support Svcs %
Programs/Service (Facility Based, PB, PHP or STRMU or TBRV)	NA			
Personnel <sup>1</sup>	\$144,860.04			
Fringe Benefits <sup>1</sup>	\$36,215.01			
Travel	\$0.00			
Supplies	\$0.00			
Equipment	\$0.00			
Other Cost Allocation	\$0.00			
Other Direct Allocation	\$0.00	See Other Tab 7b		
<b>Total HOPWA Administrative \$ Costs Requested</b>	\$8,924.95			
<b>Total All Categories (Program and Administration)</b>	\$190,000.00			
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.**

# DECLARATION OF SECTION 214 STATUS FORM

**NOTICE TO APPLICANTS AND TENANTS:**

In order to be eligible to receive the housing assistance you seek, you, as an applicant or current recipient of housing assistance, must be lawfully within the U.S. Please read the Declaration statements carefully, check that which applies to you, and sign and return the document to the Housing Authority Office. Please feel free to consult with an immigration lawyer or other immigration expert of your choosing.

I, \_\_\_\_\_, certify, under penalty of perjury 1/, 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 2/; 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 a signed verification consent form.
  - Immigrant status under §101(a)(15) or 101(a)(20) of the Immigration and Nationality Act (INA) 3/; or
  - Permanent residence under §249 of INA 4/; or
  - Refugee, asylum, or conditional entry status under §§207, 208, or 203 of the INA 5/; or
  - Parole status under §§212(d)(5) of the INA 6/; or
  - Threat to life or freedom under §243(h) of the INA 7/; or
  - Amnesty under §245 of the INA 8/.

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

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

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

FOR HA ONLY: INS/SAVE Primary Verification #: \_\_\_\_\_ Date: \_\_\_\_\_

<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.

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## EXHIBIT C

### HOPWA PERFORMANCE INDICATORS

Sixty percent (60%) of Clients who are represented will avoid eviction and/or negotiate a lease termination.

Sixty percent (60%) of homeowner Clients facing foreclosure who are represented will avoid foreclosure, negotiate a settlement, or obtain additional time to relocate to alternative housing.

Sixty percent (60%) of eligible Clients will have their Landlord/Tenant disputes or disagreements on executed (signed) leases resolved.

Sixty percent (60%) of eligible Clients will have resolution on unit habitability issues.

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**EXHIBIT D**  
**MEMORANDUM FOR HOPWA GRANTEES**

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

**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

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 cannot 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.

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.

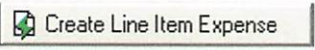
Questions about this guidance on the HOPWA program should be directed to the Office of HIV/AIDS Housing, 451 Seventh Street SW, Room 7212, Washington, DC 20410 or (202) 708-1934, (202) 708-9313 fax.

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## EXHIBIT E

### PROVIDE ENTERPRISE ASSET TRACKER DOCUMENT

The City of Fort Lauderdale requires that specific information be tracked on all assets purchased using HOPWA provided funding.

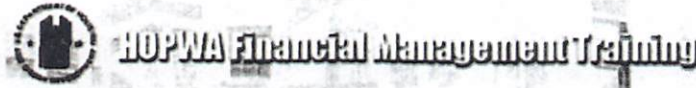
- Find the appropriate contract that you want to reconcile. **[Menu Bar⇒View\Billing\Contracts\Open by Payee].**
- Open the contract. **[Double Click⇒Contract the Asset is Associated With].**
- From within your Contract Invoice, select the “Line Item Expenses Tab”.
- Click the  button to open the “Billing Expense” record. The Billing Expense record consists of two tabs: Line Item Expense Tab (used for documenting contract expenditures) and Support Documentation Tab (used to attach or scan in backup documentation related to this expense).
- Fill out the Billing Expense record as you normally would. Note, though, the additional “Asset” related fields will only be seen if you select a line item “sub-category” from your budget of “Equipment”. (These are circled in the figure below.)

Billing Expense	
Line Item Expense	Support Documentation
Payee	Mt.Olive Development Corporation
Status	In Progress
Expense Date	Mar 13, 2013
Direct or Indirect?	Direct
Administrative?	No
Category	Operations
Sub Category	Equipment
Vendor/Payee/Employee	
Description	
Expense Amount	
Billable Amount	
Asset Tag ID	
Manufacturer	
Description/Model Number	
Serial Number	
Model Number	
Location Placed	
Justification	

- At night, the system will generate separate “Inventory” records that your agency can use to report on the assets you have documented in the system (based on what was entered in your billing expense records).
- Authorized users can go to views of “inventory” items to see these records. **[Menu Bar⇒ViewInventory Items\By Status]**.
- Additionally, a report on these inventory items can be run to view the details. The report is called “HOPWA - Asset Tracking Detail”. **[Menu Bar⇒Reports⇒Run⇒Select “HOPWA - Asset Tracking Detail” ⇒Click Button⇒OK]**.

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**EXHIBIT F**  
**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



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

2C

Today's Date: 10/31/23

DOCUMENT TITLE: HOPWA - FY 2023-2024 - PROGRAM PROVIDER AGREEMENT FOR Legal Aid Service of Broward County Inc.

COMM. MTG. DATE: 6/20/2023 CAM #: 23-0447 ITEM #: PH-1 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: Sonia x-5598 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: HCD Router Name/Ext: Eveline Ext 4775 # of originals routed: 2 Date to CAO: 10/30/23

2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 2

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 10/31/23 Patricia SaintVil-Joseph  
Attorney's Name

Initials  
*[Handwritten initials]*

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 11/6/23

4) City Manager's Office: CMO LOG #: NOV06 Document received from: CCO 11/01/23

Assigned to: GREG CHAVARRIA  SUSAN GRANT   
ANTHONY FAJARDO  GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

PENDING APPROVAL (See comments below)  
Comments/Questions: \_\_\_\_\_

Forward \_\_\_ originals to  Mayor  CCO Date: \_\_\_\_\_

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Scan original and forwards 2 originals to: Eveline De Souza -HCD Ext 4775

\*\*\*\*\*Please scan a copy of fully executed docs to [ssierra@fortlauderdale.gov](mailto:ssierra@fortlauderdale.gov)

Attach \_\_\_ certified Reso # \_\_\_\_\_  YES  NO

Original Route form to Sonias X5598