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HCD DOCUMENT ROUTING FORM

DATE: April 1, 2015

Amendment to

CITY MANAGER

NAME OF DOCUMENT: HOPWA Agreement : Broward Regional Health Planning Council, Inc

2015 JUL 27 PM 4: 34

Approved at Commission Meeting ITEM:

07/01/2014 CAM# 14-0775 PH-1 and 12/17/2014 CAM# 14-1437 PH-4

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

OTHER _____

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

By: MD forwarded to:
Initials

1) Approved as to Content: [Signature] Date: 6/11/15
JONATHAN BROWN, HCD MANAGER

Approved as to Content: [Signature] Date: 6/11/15
Jenri Murojon/Alfred Battle, DIRECTOR DEPARTMENT OF SUSTAINABLE DEVELOPMENT

2) Approved as to Funds Available: by [Signature] Date: 4/7/15
LAURIE CONVER, FINANCIAL ADMINISTRATIVE ASSISTANT

Amount Required by Contract/Agreement \$2,590,316.00 Funding Source: HOPWA

Dept./Div. Dept of Sustainable Development/HCD

Index/Sub-object: HP152222 / HP 152223 / HP 152224 / HP 152225/ HPTBD Project #

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

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

4) Approved as to content: City Manager:

By: [Signature]
LEE R. FELDMAN, ICMA-CM, CITY MANAGER

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

INSTRUCTIONS TO CLERK'S OFFICE

6) Wendy Gonyea City Clerk: retains 1 original document

Forwards 2 originals documents to HCD

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

**CITY OF FORT LAUDERDALE
HOUSING OPPORTUNITIES for PERSON with AIDS (HOPWA) PROGRAM**

AMENDMENT #001 TO THE FY2014-FY2015 PARTICIPATION AGREEMENT

THIS is an AMENDMENT, with an effective date of January 26, 2015, to the Participation Agreement (the "Agreement") dated October 1, 2014 by and between the City of Fort Lauderdale (also known as the "City") and BROWARD REGIONAL HEALTH PLANNING COUNCIL, INC., (BRHPC), a non-profit corporation organized under the laws of Florida whose usual place of business is 200 Oakwood Lane, Suite 100, Hollywood, Florida 33020, hereinafter referred to as "Participant".

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

WHEREAS the City issued Request for Proposal (RFP) #825-11034 seeking qualified non-profit organizations to provide housing and certain supportive services to eligible persons under the HOPWA grant; and

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

WHEREAS, the City and Participant entered into a Participation Agreement on October 1, 2014 and under the Agreement, the City may extend the term for no more than two (2) one year terms based on availability of funds and other criteria;

WHEREAS, pursuant to Public Hearing (PH-1) CAM 14-0775 on July 1, 2014, the City Commission of the City of Fort Lauderdale approved the 2014-2015 Annual Action Plan of the 2010-2015 Consolidated Plan for HOPWA.

WHEREAS, pursuant to CAM #14-1437, the City Commission approved awarding additional funding under the 2014/2015 Annual Action Plan for the Participant and approved this Amendment to the Agreement;

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

1. Paragraph 2.1 is deleted and replaced with the following:

The Participant will provide eligible persons with HIV/AIDS the appropriate Housing Assistance and/or Support Services for HOPWA Programs as described in the detailed scope of services in Exhibit "A". The Participant understands that, without the City's

written approval, the Participant may not be reimbursed for its use of Funds for purposes other than those described in Exhibit "A".

2. Paragraph 5.1 is deleted and replaced with the following:

The term and effective date of this Agreement shall be from October 1, 2014 through September 30, 2015. The City may approve the extension of this Agreement for one (1) one-year period 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.

3. Paragraph 6.1 is deleted and replaced with the following:

The Funds provided under this Agreement for Fiscal Year 2014-2015 shall not exceed \$2,590,316. All Funds must be expended during the term of the agreement. Any remaining funds shall be de-obligated by the City of Fort Lauderdale as appropriate. For purposes of this Agreement, the base HOPWA award is the amount provided in the Agreement for the 2014-2015 fiscal year. Any additional funds provided to the Participant in subsequent years do not increase the base amount of funding for future years. Additional funds awarded that exceed the \$2,541,116 contract amount are provided on a year-to-year basis and are not guaranteed in future years.

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

4. Unless modified herein, all other terms and conditions of the Agreement remain unchanged.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 19th day of _____ 2015.

PARTICIPANT
BROWARD REGIONAL HEALTH
PLANNING COUNCIL

WITNESSES:

Emily J. Tolle

Emily J. Tolle
[Witness print name]

Sandy Thompson

SANDY THOMPSON
[Witness print name]

By

Michael De Lucca
Michael De Lucca, President / CEO

ATTEST:

(CORPORATE SEAL)

John Benz
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 19th day of MAY 2015 by MICHAEL DELUCCA and JOHN BENZ as PRESIDENT & CEO and SECRETARY of BRHPC, a non-profit corporation, on behalf of the corporation. Who are personally known to me or have produced _____ as identification.

(SEAL)

Mia D. McNerney
Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Commission Number: _____



WITNESSES:

CITY

CITY OF FORT LAUDERDALE

Mario DeSantis
Mario DeSantis

By 
Jonathan Brown, Housing & Community
Development Manager

Chris A. Wilkinson
Avis Wilkinson

By 
Lee R. Feldman, City Manager

Date 7-29-15

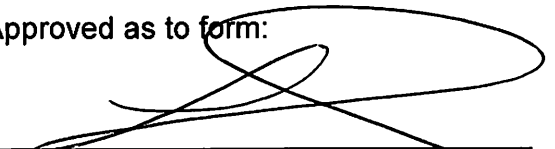
Approved as to form:

Assistant City Attorney

Exhibit A
Insert Exhibit A

SCOPE OF SERVICES and Budget Summary

Short-Term Rent, Mortgage & Utilities (STRMU)

(A1 - A.10)

Permanent Housing Placement (PHP)

(B.1 - B.4)

Tenant Based Rental Vouchers (TBRV) Programs

(C.1 - C.7)

SHORT-TERM RENT, MORTGAGE & UTILITIES (STRMU)

- A.1 STRMU assistance is to provide short-term needs-based interventions that prevent homelessness for households who are experiencing a financial crisis as a result of issues arising from their HIV/AIDS condition.
- A.2 Client must be currently housed — homeless individuals are not eligible for STRMU assistance.
- A.3 Assistance is provided to help homeowners and renters remain in their current place of residence.
- A.4 Participant will provide this service at the following location:
- 200 Oakwood Lane, Suite 100, Hollywood, Florida 33020
- A.5 The Funds provided under this activity shall not exceed \$ 707,138. All funds for this activity must be expended by the expiration of this contract. Participant agrees to provide STRMU assistance for **16** or more unduplicated clients per month or **200** or more clients for the term of this agreement.
- A.6 Client must be able to document that he/she has a legal right to occupy the premises or has responsibility for the utility payment. Examples of acceptable documentation are as follows:
- *Rental payments:* Client must be named tenant under valid lease or referenced in lease as occupant of the premises.
 - *Mortgage payments:* Client must demonstrate that he/she is owner of mortgaged real property (mortgage, deed of trust, title insurance policy).
 - *Utility payments:* Client must have account in their name or proof of responsibility to make utility payments (copies of money orders, cancelled checks, receipts).
 - Client must demonstrate he/she does not have the resources to meet rent, mortgage or utility payments and, in the absence of STRMU assistance, would be at risk of homelessness.

A.7 Eligible Expenses

1. **Rent and mortgage assistance:**

- **Must be reasonable and represent actual housing costs.**
- **The amount of assistance provided is not limited to Fair Market Rents or "reasonable rent" limits.**
- **Unlike other forms of HOPWA assistance, tenants are not required to pay 30 percent of their income towards the rent or mortgage payment. However, if they are able, clients should pay a portion of their housing costs, as any portion paid by the tenant does not count against the 21-week STRMU benefit ceiling.**

2. Late fees

- Late fees and other penalties may be paid if, in the event of non-payment, the household is at risk of eviction or loss of housing.

3. Utility assistance

A.8 Ineligible Expenses

1. Security deposits and first month's rent
2. STRMU assistance is designed to help homeowners and renters stay in their current place of residence; as a result, security deposits and first month's rent are not eligible costs under STRMU.
3. Moving assistance
4. Household supplies and furnishings
5. Automobile expenses
6. Telephone expenses

A.9 Participant must refer clients to Legal Aid when they receive a three day notice in order for Legal Aid to attempt to reach an agreement with landlord to prevent filing an eviction. Similarly, if the client comes in for rental assistance, or any other purpose, once the eviction has been filed, the client needs to call Legal Aid from BRHPC office and leave their name and phone number brief statement of the issue.

Additionally, a signed stipulation must be in place before the payment is sent by the HOPWA agency to the Landlord. Failure to have a stipulation in place may result in the landlord accepting the rental assistance and still evicting the client.

A.10 Case managers should not be negotiating or discussing the three day notice or eviction with the landlord or his/her attorney.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

Insert Exhibit A

Short-Term Rent, Mortgage & Utilities (STRMU) (A1 - A.10)
Permanent Housing Placement (PHP) (B.1 - B.4)
Tenant Based Rental Vouchers (TBRV) Programs (C.1 - C.7)

- B.1** PHP Assistance is to assist eligible persons to establish a new residence where on-going occupancy is expected to continue. This objective is accomplished by providing financial assistance that may include reasonable cost to move persons to permanent housing, not to exceed two (2) months of rent, and/or including security deposits and fees for credit checks. Assistance may be provided for a one-time utility hookup and processing cost.
- B.2** Participant will provide this service at the following location:
- 200 Oakwood Lane, Suite 100, Hollywood, Florida 33020
- B.3** The Funds provided under this activity shall not exceed **\$ 419,000**. All funds for this activity must be expended by the expiration of this contract. Participant agrees to provide PHP assistance for **12** or more unduplicated clients per month or **110** or more clients for the term of this agreement.
- B.4** Participant is responsible for performing a Housing Quality Standards(HQS) inspection on housing units before PHP assistance is allowed.

Housing Quality Standards

1. Units should be decent, safe, and sanitary. However, inspection of short-term assisted units is not required to meet HOPWA habitability standards.
2. HUD does not seek to provide subsidies to substandard housing. In the event that the unit is not capable of passing HQS, the sponsor, as part of the housing services plan, should work with the assisted household to either make improvements to the premises or to secure alternative housing.
3. Units must have a functioning smoke detector.
4. Lead-based paint requirements do apply. Specifically, lead-based paint rules apply when:
 - Housing to be assisted was constructed before 1978; and
 - Residents will include a pregnant woman or a child 6 years of age or younger.
 - All housing meeting the above criteria must receive a lead-based paint visual assessment before assistance may be provided.

Staff must complete an online training course before they are allowed to perform assessments. This training can be found at www.hud.gov/offices/lead/training/visualassessment/h00100.htm

Insert Exhibit A

Short-Term Rent, Mortgage & Utilities (STRMU)	(A.1 - A.10)
Permanent Housing Placement (PHP)	(B.1 - B.4)
Tenant Based Rental Vouchers (TBRV) Programs	(C.1 - C.8)

TENANT BASED RENTAL VOUCHERS (TBRV)

- C.1 Tenant Based Rental Voucher provide lower-income HIV/AIDS persons or families rental assistance to live in private, independent apartment units. The rental subsidies that are provided to the clients are to be used in any eligible unit chosen by the client. If the client moves, the rental subsidy remains with the client to be used in another eligible unit.
- C.2 Participant must provide Housing Quality Standard (HQS) inspections for every unit contracted under this program at least annually and upon certification of clients and/or as needed.
- C.3 Participant must provide supportive services that include but are not limited to:
- Health, mental health assessment, housing placement, intensive alcohol abuse treatment and counseling, daycare, nutritional services, intensive care when required, case management and assistance in gaining access to local, state and federal government benefits and services. Participant must provide safe and sanitary housing that is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction where the housing is located.
- C.4 Participant will provide this housing assistance at the following location:
- Broward County
- C.5 The Funds provided under this activity shall not exceed \$ 1,414,978. All funds for this activity must be expended by the expiration of this contract. Participant agrees to provide TBRV services for 146 unduplicated clients per month for the term of this agreement.
- When a vacancy opens, the agency must consult with COFL HOPWA Administrator before filling vacancy.
- C.6 Participant must determine the price per month for services that are not over the Fair Market Value of housing as provided by HUD.
- C.7 Participant agrees that each person receiving assistance under this program or residing in any housing assisted under this program, must pay as rent an amount determined in accordance with Section 3(a) of the United States Housing Act of 1937 and Section 8 Housing guidelines. Under these authorities according to 24CFR§574.310(d), each resident must pay as rent the higher of:

1. Thirty percent (30%) of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of the family and child care expenses);
2. Ten percent (10%) of the family's monthly gross income; or the family is receiving payments for welfare assistance from a public agency and a part of the payment, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated.
3. Participants must assure that funds will not be utilized to make payments for a service that will be provided for under another third-party benefits program or by an entity that provides services on a prepaid basis.

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Short-Term Rent, Mortgage & Utilities (STRMU)
Permanent Housing Placement (PHP)

(A1 - A 10)
(B.1 - B.4)

HOUSING CASE MANAGEMENT (HCM)

(D1 – D5)

HOUSING CASE MANAGEMENT (HCM) Housing Stability and ACA Navigation

- B.1 HCM activities include initial assessment of the HOPWA client's housing needs and personal support systems; development of a comprehensive, individualized housing plan; coordination of services required to implement the housing plan; client monitoring to assess the ongoing effectiveness of the housing plan; and periodic reevaluation and revision of the housing plan as necessary, which may include client-specific advocacy and/or review of service utilization.
- B.2 Participant will provide this service at the following location: 200 Oakwood Lane, Suite 100, Hollywood, Florida 33020
- B.3 The Funds provided under this activity shall not exceed **\$49,200**. All funds for this activity must be expended by the expiration of this contract. Participant agrees to provide HCM assistance for **480** clients for the term of this agreement.
- B.4 HCM assist clients with selecting ACA plan that will maintain their stable housing and prevent homelessness. Selecting the wrong plan could lead to homelessness. The agency must enter clients who into PE using the new progress log to track client participation in ACA Navigation.

There is actually a new field in the Progress Log now for this. If you select a "Contact Category" of "Housing Case Management" a new field "Housing CM Type" will appear. It defaults to "Standard", so those case managers not participating in the new programs will not need to do anything differently.

11/18/2015	
Contact Category	* Housing Case Management
Case Management Type	*
Housing CM Type	* Standard
Brief Description	*

However, for the ACA and the Budgeting programs, there are two other choices, as seen in the screen shot below:

Contact Category	* Housing Case Management
Case Management Type	*
Housing CM Type	* Standard
Brief Description	* ACA Navigation
	* Fiscal Management
Full Description	* Standard

B.5 HCM 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 matter, which is separate from Medical Case Management services.