CITY OF FORT LAUDERDALE
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
LEGAL AID SERVICE OF BROWARD COUNTY, INC.
PROGRAM PROVIDER AGREEMENT
FY 2018-2019

THIS IS AN AGREEMENT, entered into on October 1, 2018, between:

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

and

Legal Aid Service of Broward County, Inc., a non-profit corporation organized under the laws of Florida whose usual place of business is 491 North State Road 7, Plantation, FL 33317, hereinafter referred to as "Participant."

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

WHEREAS, City issued Request for Proposal (RFP) 825-11550 seeking qualified non-profit organizations to provide housing and certain supportive services to eligible persons under the HOPWA Grant Program; and

WHEREAS, the City approved CAM 17-1190 on November 21, 2017 to extend the Request for Proposal (RFP) No. 8555-11550 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 Non-Housing Support Services to persons with Acquired Immunodeficiency Syndrome (AIDS) or related diseases; and

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

WHEREAS, at its meeting on June 5, 2018 CAM-18-0394, the City Commission authorized by motion the proper City officials to execute this Program Provider Agreement between the City and Participant;

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

ARTICLE I
PURPOSE

1.1 The purpose of this Agreement is to outline the guidelines by which the City will provide funds (hereinafter "Funds") to the Participant for the administration of the HOPWA Non-Housing Supportive Services (hereinafter "HOPWA PROGRAM") that the Participant will conduct pursuant to HUD's HOPWA regulations.

1.2 The Participant will provide eligible people with Non-Housing Supportive Services in accordance with the Proposal and as provided for in this Agreement.

1.3 The Participant shall spend the Funds in accordance with the Participant's submitted RFP Line Item Budgets and Narrative for each HOPWA PROGRAM, made a part hereof, as more particularly described in the attached Scope of Services, incorporated into this Agreement and marked as **Exhibit "A"**.

1.4 The Participant understands that, without the City's prior written approval, the Participant may not be reimbursed for its use of the Funds for purposes other than those described in **Exhibit "A"**.

1.5 As used in this Agreement, Contract Administrator shall mean the HCD Manager authorized to act as provided in this Agreement. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Participant and to manage and supervise execution and completion of the Participant's responsibilities and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the provisions of this Agreement.

ARTICLE II
SCOPE OF SERVICES

2.1 The Participant will provide eligible persons living with HIV/AIDS the appropriate Non-Housing Supportive Services for the HOPWA PROGRAM as described in the

detailed Scope of Services in the attached **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 17 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 Support Services program(s).

2.4 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 if Funds are utilized wholly or in part for employee salaries, whether direct or indirect charges, activity reports will be submitted to the City reflecting real or reasonable activities that directly show the time each particular staff person spends on HOPWA activities.

3.3 The Participant agrees if Funds are utilized to fund wholly or in part employee salaries for medical services, Participant must receive prior written approval from the City and/or HUD for such allocation.

3.4 In the event that the Participant finds it necessary to subcontract services, the Participant shall, subject to the terms and conditions hereof, be solely responsible for executing a Contract (hereinafter "Sub-recipient Contract") between itself and any provider agency or other sub-recipient. Such a contract shall meet all the terms and conditions of the HOPWA program regulations, found at 24 CFR Part 574. The Participant shall promptly provide a draft of Sub-recipient Contract for approval by the City Attorney. Upon review and approval by City Attorney, the Participant may execute the contract and shall timely provide the City with a copy of the executed Agreement.

3.5 The Participant is solely responsible for providing services in accordance with all applicable Federal, State and Local rules and regulations. The City's Housing & Community Development Division will provide technical assistance to ensure compliance.

3.6 The Participant shall obtain certifications from any sub-recipients of Funds that any services provided meet the requirements of all federal regulations found at 24 CFR Part 574. These certifications must be included in any and all sub-recipient contracts.

3.7 The Participant agrees to cooperate and coordinate its activities hereunder with the relevant agencies of State and local governments and public and private service providers that provide eligible persons with benefits and supportive services in Broward County. The Participant shall collaborate with all other City of Fort Lauderdale HOPWA providers to provide the appropriate housing solution(s) for HOPWA clients.

3.8 The Participant agrees that it shall charge no fee, except for permitted rent charges, for any supportive services provided with Funds.

3.9 The Participant agrees to keep confidential the names of its clients and any other Information, regarding individuals receiving assistance, to the extent required by law.

3.10 The Participant agrees to attend all HOPWA training, workshops, seminars, conferences, and meetings provided by the City. The Participant shall designate a primary representative and in the event the primary representative is unable to attend, an alternate representative shall be designated to attend.

3.11 Participant agrees that a Program violation by a client which impacts the integrity of all HOPWA funded housing programs will result in immediate termination of the offending client from the Program. 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 housing program. Such acts include failure by false statement, misrepresentation, impersonation, or other fraudulent means to disclose 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; and

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 574.310(e)(2)(i)&(ii)(A)(B)(C) and shall keep records thereon. Upon the conclusion of the appeal process a determination shall be made whether to remove the client from the HOPWA program or continue on. The goal is for the Participant to begin the termination process when program violations of this nature occur.

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 574.310(e)(2)(i)&(ii)(A)(B)(C):

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

B. Permit the client to have 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. 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 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: (i) Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or (ii) By an entity that provides health services on a prepaid basis.

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

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

4.4 Participant agrees that health-care payments may only be made in the case that no AIDS Drug Assistance Program (hereinafter "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.

4.5 Participant agrees that under the limited circumstances described in **Exhibit B**, if HOPWA funds are used to make a payment for these health-care costs, as authorized, the City must receive documented evidence that the client would not otherwise receive this form of assistance. Documented evidence must be submitted to the City per client upon reimbursement request.

ARTICLE V
TERM AND TIME OF PERFORMANCE

5.1 The term of this Agreement shall be from October 1, 2018 through September 30,

2019. The City may approve the extension of this Agreement for two (2) one-year periods based upon Participants 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 18-19 shall not exceed **$180,000**. All Funds must be expended during the term of the agreement. Any remaining Funds shall be de-obligated by the City of Fort Lauderdale as appropriate. For purposes of this Agreement, the base HOPWA award is the amount provided in the Agreement for October 1, 2018 through September 30, 2019. Any additional funds provided to the Participant in subsequent years do not increase the base amount of funding for future years. Additional funds awarded, October 1, 2018 through September 30, 2019 contract amount are provided on a year-to-year basis and are not guaranteed in future years.

6.2 The Participant is responsible to provide the City of Fort Lauderdale with a line item budget detailing expenditures of awarded Funds in **Exhibit A**. Line item budgets for years 2 and 3 shall be provided by August 1st of each year. The line item budget must be followed as the program is being administered throughout the fiscal year. HOPWA funds shall not be used to cover shortfalls in Participant's budget that were over expended by Participant due to not adhering to the approved budget, unless extraordinary circumstances are found as determined by the HCD Manager.

6.3 The Participant or any of its subcontractors shall not utilize any Funds provided under this Agreement to initiate, counsel, and/or represent any party in an adversarial legal proceeding against City for the term of this Agreement and any extensions thereto.

ARTICLE VII
FURNISHINGS / EQUIPMENT / SUPPLIES

7.1 The Participant agrees that any equipment, furnishings, and supplies purchased with funds obtained through this Agreement, shall be continuously well-maintained and kept in good condition and repair during their useful life. All of these equipment, furnishings, and supplies shall be kept in a secure location to prevent loss, damage, or theft. All equipment and furnishings acquired by the Participant using the Funds shall become the property of the City upon the dissolution of

Participant or upon Participant's failure to maintain its eligibility to participate in the HOPWA Program.

7.2 Participant agrees to maintain property records that include a description of the equipment and furnishings purchased with HOPWA funds, listing the location and general condition of said property, and a serial or other identification number. Such records shall also include the source of the property, which holds title, the acquisition date, the cost of the property, and the percentage of Federal participation in the cost of the property. Such records shall be provided to the City on a monthly basis throughout the term of this Agreement.

7.3 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.

7.4 Participant agrees that the items of equipment, supplies, and furnishings obtained as a result of this Agreement shall not be sold, transferred, or otherwise disposed of, without prior written consent of the City.

ARTICLE VIII
ANNUAL AUDIT

8.1 The Participant shall comply with the requirements and standards of OMB Circular Nos. A-110, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"; A-122, "Cost Principles for Non-profit Organizations"; and A-133 "Audits of States, Local Governments and Non-Profit Organizations". The Participant shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Part 84.26. The Participant may use HOPWA Administrative Funds at a prorated percentage to pay for the required audit. The Audit shall indicate compliance or non-compliance with HUD regulations. This audit shall be initiated within ninety (90) days of the end of each fiscal year during the grant term. The Participant shall provide a copy of the final audit report to the City within thirty (30) days of receipt.

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

ARTICLE IX

PROCUREMENT

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

ARTICLE X
CERTIFICATIONS

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

10.1 General HUD Program Requirements, identified at 24 CFR Part 574.

10.2 Nondiscrimination and Equal Opportunity, identified at 24 CFR Part 574.603.

10.3 Applicable OMB Circulars, identified at 24 CFR Part 574.605.

10.4 Conflict of Interest, identified at 24 CFR Part 574.625.

10.5 Displacement, relocation and real property acquisition, identified at 24 CFR Part 574.630.

10.6 Lead-based paint, identified at 24 CFR Part 574.635.

10.7 Flood Insurance protection, identified at 24 CFR Part 574.640.

10.8 Coastal barriers, identified at 24 CFR Part 574.645.

10.9 Wage Rates, identified at 24 CFR Part 574.655.

10.10 Environmental Process and Procedures, identified at 24 CFR 547.510/

10.11 The Section 3 Clause of 24 CFR Part 135:

A. The work to be performed under this contract is subject to the requirements

of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

The term "*immediate family ties*" shall mean 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 privilege to use the System without any advance notice to Participant, but with subsequent written notice thereafter to Participant within a reasonable time.

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

"Client" means an individual and/or household utilizing the services provided by the Participant using HOPWA funds under this Agreement.

"Quality Assurance" means a systematic monitoring and evaluation of performance and the delivery of services provided to clients.

"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.

"System" means the designated HOPWA client information software system (Provide Enterprises).

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

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

A. To accomplish a more efficient and effective service delivery for Clients;

B. To reduce duplication of Client data;

C. To improve integration of Client services;

D. To provide a tool for the City, and HOPWA Participant to collaboratively provide a continuum of housing, support services and care for persons living with HIV and AIDS within and across agencies;

E. To collect Client and service delivery data necessary to meet all mandatory and desired federal, state, City and other funding entity reporting requirements and to enhance the ability to analyze and report on community

wide needs and services provided; and

F. To facilitate Participant billing to City, to support Quality Assurance, and for City's contract monitoring activities, as described herein.

11.5 Method of Information Sharing:

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

11.6 Information to be Shared:

A. Participant shall input information into the System that relates to the areas of Client services and administrative data that pertains to Participant's responsibility for the delivery of services as defined and funded in accordance with this Agreement. The information to be inputted is only that information as defined and authorized by City authorized staff ("System Information"), and Participant shall only authorize access to each type of data to a Registered User designated by Participant upon a "need to know/client services referral" basis in order to preserve the highest degree of confidentiality.

B. The information that the System Registered Users, including Participant, will share in the System is as defined by City. A Participant shall not without good cause as approved by City, refuse to share the specified information as defined by City.

C. Participant shall comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations in performing activities under this Agreement. Where applicable, the parties will comply with the Health Insurance Portability and Accountability Act (HIPAA), and applicable HUD regulations.

D. Participant shall enter into the System the information referred to in subparagraph B., above, in this section herein, for each service provided to a Client for which Participant seeks payment under this Agreement, commencing the day after Participant's appointed designated Registered User has completed City training to become a Registered User and has been granted authorization by City to use the System.

11.7 Confidentiality.

A. Each Participant will be responsible for notifying each Client in writing that their information will be shared with participating agencies, as necessary, for coordination of housing and care. Standardized consent forms, will be provided by City. Standardized consent forms will describe how the System Information will be shared and used and how the System Information will be protected from unauthorized access. Participant must ask each Client receiving services funded by this Agreement to sign the appropriate consent form(s). Before any System Information is entered into the System regarding any Client, Participant shall secure the appropriate signed consent form(s) from the Client and maintain these forms in the Client's physical file for monitoring purposes. Participant agrees to keep each Client's social security number as confidential information in accordance with any applicable federal and state laws.

B. Participant agrees to protect the rights of all Clients with respect to records created, maintained, and available in the designated HOPWA System.

C. Violation of this Confidentiality section herein shall be grounds for immediate termination of the Registered User who has violated the section access to the System.

D. Upon request, Participant will assist the City in developing future updates to the consent forms in order to meet the rule requirements of Part B of the Health Insurance Portability and Accountability Act of 1996, requirements and other changes in the system and legal environment. The consent forms are intended to facilitate the goals, objectives and fundamental purposes of the System which are to: (1) meet HUD reporting requirements; (2) facilitate more efficient intake and coordination of services; (3) improve billing procedures; and (4) facilitate City HOPWA activities.

11.8 Commitment of Participant Resources.

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

11.9 Responsibilities of City.

City will:

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

B. Provide training to staff identified and designated by Participant to become Registered Users of the System, in order to enable Participant to access the System; and

C. Provide System administration.

D. City shall operate the System on behalf of the City's Registered Users of the System. ("Network") The nature of the Network is that no data shall be recorded in the System without a Client's informed written consent using forms authorized by the City. Use of the information by all Participants in the System is limited to that necessary for members of the Network to coordinate appropriate housing solutions, payment or operations, and regulations issued pursuant thereto.

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

(1) City shall not use or disclose Protected Health Information ("PHI") as defined under HIPAA except for the purposes specified in this Agreement or as otherwise permitted or required by law.

(2) City shall use appropriate safeguards to prevent use or disclosure of the PHI other than for the purposes indicated above or as otherwise permitted or required by law.

(3) City shall mitigate, to the extent possible, any harmful effect that is known to City of a use or disclosure of PHI by City in violation of the requirements of 45 CFR Section 164.524

(4) City shall report to the Participant any use or disclosure of the PHI that may be discovered in violation of 45 CFR section 164.524.

(5) City shall ensure that any agent, including a subcontractor, to whom it provides PHI received from Participant agrees to the same restrictions and conditions that apply through this Article with respect to such information.

(6) City shall provide access to Participant to all PHI required in

Designated Record Sets, as defined by HIPAA, in a timely manner in order to meet the requirements under 45 CFR section 164.524.

(7) City shall make amendments to PHI required in a Designated Record Set as directed or agreed to by Participant pursuant to 45 CFR section 164.524.

(8) City shall make PHI and internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from Participant under this Agreement available to Participant or to HUD, the Secretary of Health and Human Services or designee(s) within five (5) business days of receipt of a written request from for the purposes of determining the City's compliance with the HIPAA Privacy Rule or 45 CFR section 164.524.

(9) City shall document such disclosures of PHI and information related to such disclosures as necessary for Participant to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528. However, documentation of disclosures is not required for disclosures related to treatment, payment or operations or for disclosures to which the client has consented.

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

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

A. Except as otherwise limited by 45 CFR section 164.524 City may use or disclose PHI to perform functions, activities, or services for, or on behalf of the Collaborative, provided that such use or disclosure would not violate the HIPAA Privacy Rule if done by the Participant.

B. Except as otherwise limited in 45 CFR section 164.524 City may use PHI for the proper management and administration of the City or to carry out the legal responsibilities of the City.

C. Except as otherwise limited in this Agreement, City may use PHI to provide Data Aggregation services (as defined by HIPAA) to City and the Network as permitted by 45 CFR Section 164.504(e)(2)(i)(B).

D. City may use PHI to report violations of law to appropriate federal and state

authorities, consistent with 45 CFR Section 164.512(j)(1).

11.11 Additional Responsibilities of Participant.

Participant will:

A. Provide a location for the System hardware which is secure from observation and manipulation by Clients or other unauthorized persons, and which is physically secure from damage or theft;

B. Provide to its employees, agents, and volunteers written procedures concerning the System, as established and published by City and as may be updated by City, which encourage facilitation of the System and its purposes, and which strictly prohibit access by anyone other than those authorized in writing by City as Registered Users of the System;

C. Identify and provide a written list through the user access form, to City of the names of the individual(s) Participant has designated to become Registered User(s) of the System, based on the number of the licenses allocated by the City to the Participant. Participant shall ensure that no employee, volunteer or agent of Participant is permitted access and use of the System unless they are a Registered User, as approved in writing by City's Contract Administrator;

D. Notify City in writing at least five (5) calendar days prior to any Registered Users final day of employment or other affiliation. If termination is unexpected, Participant shall provide City with immediate written notice as soon as Participant becomes aware of such termination. Participant shall inform City immediately in writing of any misuse by a Registered User, employee, agent or volunteer. Participant must also notify City immediately in writing if a Registered User changes positions within Participant agency and should no longer have access to the System. No other Participant personnel, volunteers or other agents shall be allowed to access or use the System until Participant has notified City in writing of the new designated person, the person is duly trained, and City authorizes in writing such person as a Registered User;

E. Ensure that all persons designated by Participant to access and use the System, attend training in order to become Registered Users, and that all Registered Users attend subsequent training required by City as such requirements are provided in writing to Participant;

F. Assign at least one liaison/user manager ("Liaison") to work with City for the

purposes of upgrades and other related needs. The Liaison will follow procedures for technical assistance as provided by City;

G. Ensure that each Registered User signs the Registered User Agreement, provided by City; and

H. Establish procedures, (either before or within sixty (60) calendar days after complete execution of this Agreement), to secure the System from corruption, computer virus, noncompliant software, improper use of the System, or from any other cause or misuse of the System.

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

11.13 Participant shall pay to City any repair expenses incurred as a result of Participant's misuse, or careless or negligent use or maintenance of the software or data. In any such event where payment is due from Participant to City, such payment shall be made by Participant to City within ten (10) calendar days of the written request from Contract Administrator.

ARTICLE XII
REPORTS AND RECORD KEEPING

12.1 The Participant shall cooperate with the City of Fort Lauderdale and the Federal Government in providing necessary information pertaining to your agency and the HOPWA program as requested by the City. Required information will include, but may not necessarily be limited to: monthly reporting that documents the number of unduplicated clients served, specifically by age, race, sex, and ethnicity; social security number, funding expenditures, leveraged funds and quarterly and/or annual reports that identify problems and successes with strategies for resolution to

problems.

12.2 The Participant shall maintain all records necessary to document compliance with the provisions of 24 CFR Parts 574.500 and 574.530. The records must include current and accurate data on the race and ethnicity of program participants. Further, Participant shall maintain all records as defined in 12.4 herein. All HOPWA records must be kept for a period of four years after the final disbursement of Funds. The records shall be available for inspections or periodic site visits by the City or HUD representatives during regular business hours.

12.3 All records shall be available for inspection by the City or HUD representatives during all normal business hours. Records pertaining to this Agreement shall be maintained by the Participant and made available, in Broward County, Florida, for the duration of the grant term and retained for a period of four (4) years beyond the last day of the grant term. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four (4) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the four (4) year period, whichever is later. Records shall include but not be limited to client files, e-mails, memorandums, correspondence, accounting documents, receipts, invoices, minutes of meetings, surveys and any all other documents or data either electronic, paper or both, associated in any way to the administration and implementation of this Agreement and the receipt and disbursement of the HOPWA funds provided in this Agreement.

12.4 All records as described in Article 12.3 are and shall remain the property of the City whether the Proposal and Agreement are in effect or not. Participant shall provide such documents to City within ten (10) days of City's written request at no cost or expense to City.

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

13.1 The City or its authorized agent may conduct at least one (1) on-site monitoring review of the Participant's HOPWA programs.

ARTICLE XIV
FUNDING AND METHOD OF PAYMENT

14.2 The City will not accept reimbursement requests before the last day of the month services were rendered and must receive invoices no later than the 20th of each month following the month for which the Participant is seeking reimbursement. The Participant shall utilize the Homeless Information Management System, Provide Enterprise (PE) Software program for all cost reimbursement request. The City shall not reimburse the Participant for expenses listed on invoices that the City failed to receive within sixty (60) days from the expiration date of this Agreement.

14.3 If a budget line item(s) reimbursement is paid and it is not an allowable reimbursement, the COFL has the right to reverse the charge(s) on the next submitted invoice.

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

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

ARTICLE XV
INSURANCE AND INDEMNIFICATION

15.1 The Participant will obtain, pay for, and keep in force continuously throughout the term of this Agreement, commercial general liability insurance in the amount of one million dollars ($1,000,000.00) per occurrence, and such coverage shall include property damage, bodily injury, and death. This policy shall name the City as an additional insured and will not be affected by any insurance that the City may carry in its own name. The Participant shall provide an original Certificate of Insurance to the City within ten (10) days of execution of this Agreement.

15.2 The Participant shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort, or description including, but not limited to, attorneys fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of, or resulting from the Participant's acts or omissions in performing its obligations under this Agreement. 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.

15.3 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.

ARTICLE XVI
GENERAL CONDITIONS

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

16.2 General HUD Program Requirements, identified at 24 CFR Part 574.3 - 574.655, as presently promulgated and as may be revised.

ARTICLE XVII
TERMINATION OF AGREEMENT

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

17.2 City may suspend or terminate Agreement if Participant materially fails to comply with any term of this Agreement.

17.3 This Agreement may be terminated for convenience by City.

17.4 Any notice by either party under this Agreement shall be deemed sufficient if given in writing and hand delivered and receipted for or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

As to the City:

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

Fort Lauderdale, Florida 33301

As to the Participant:

Anthony J. Karrat
Legal Aid 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 notice of the termination of this Agreement and shall cancel as many outstanding obligations for ordered items as possible.

ARTICLE XVIII
HOPWA PERFORMANCE - FINANCIAL MANAGEMENT

18.1 Within 90 days of the date of execution of this Agreement, the Participant agrees, to either obtain a certificate of completion of HOPWA Financial Management Online Training (http://www.hudhre.info/index.cfm?do=viewHopwaFinancialTraining) by at least one of its employees, or to demonstrate financial management capacity to carry out the provisions 24 C.F.R. 85.20. Documentation of completion must be submitted to the City by December 15, 2019.

ARTICLE XIX
DEFAULT

19.1 The following events shall constitute an "Event of Default" pursuant to this Agreement:

(1) The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.

(2) If the Participant or any endorser of the Agreement files a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable Federal, State or other local law, or shall seek or consent to or acquiesce in the

appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future Federal Bankruptcy Act or any other present or future Federal, State or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant or of any endorser of the Agreement, of any trustee, receiver, or liquidator of the Participant or any endorser of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated.

(3) Participant's breach, violation or failure to perform any of the obligations or any of the covenants and conditions contained herein.

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

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.

ARTICLE XX
SEVERABILITY

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

ARTICLE XXI
INTEGRATION

21.1 This Agreement and Proposal and all exhibits attached hereto constitute the entire agreement between the City and the Participant. No prior written, or contemporaneous oral promises or representations shall be binding.

21.2 This Agreement shall not be amended except by written instrument signed by both parties.

21.3 The provisions of the Agreement shall supersede any conflict with the Proposal.

ARTICLE XXII
ASSIGNMENT

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

WITNESS:

_____

Kerry Arthurs
_____
[Witness type/print name]

By_____
Lee R. Feldman, City Manager

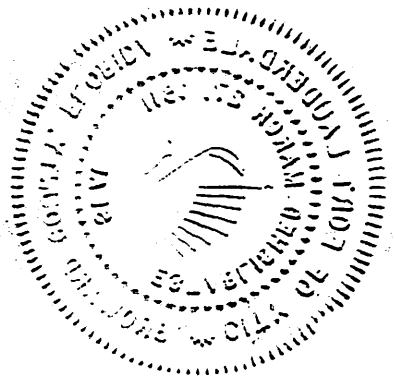
(CORPORATE SEAL)

ATTEST:

By_____
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:
Alain E. Boileau, City Attorney

By_____
Lynn Solomon, Assistant City Attorney



PARTICIPANT

WITNESSES:

Janina Evans

Janina Evans
[Witness print name]

Paola Ramirez

Paola Ramirez
[Witness print name]
(CORPORATE SEAL)

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

By _____
Anthony J. Karrat, Esq., Executive Director

_____
Attest:

_____
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 8th day of November 2018 by Anthony J. Karrat and Angela Palmer as Executive Director and Fiscal Administrator of Legal Aid Service of Broward, a _____ non-profit corporation, on behalf of the corporation. Who are ☒ personally known to me or ☐ have produced _____ as identification.
(SEAL)

Janina Evans

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

JANINA EVANS
Commission # GG 118887
Expires October 25, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

Janina Evans

Name of Notary Typed, Printed or Stamped

My Commission Expires: 10/25/21

Commission Number: _____

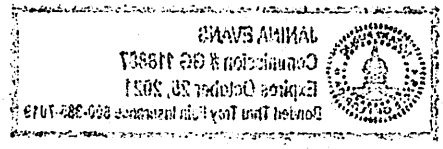

JANINA EVANS
Commission # GG 118627
Expires October 26, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A

SCOPE OF SERVICES

Non-Housing Support Services (A1 - A.5)

Non-Housing Support Services

A1. Legal Aid will provide legal advice and/or direct legal representation to clients **only** for the following issues:

1. Foreclosure;
2. Eviction;
3. Three Day Writ;
4. Unit Habitability and Safety issues;
5. Land Lord and Tenant issues on executed contracts; and
6. Review unsigned lease 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 48 hours of the contact with client.

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

If there is no HOPWA enrollment record, the client must be income verified. Legal Aid has two options:

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

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

491 North State Road 7, Plantation, FL 33317

A.3 The Funds provided under this activity shall not exceed **$180,000**. 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 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 manner, which is separate from Medical Case Management services.

Exhibit A

Line Item Budget Summary
Legal Aid Service of Broward County, Inc.
Fiscal Year October 1, 2018 thru September 30, 2019
Award Amount $180,000.00

CATEGORY	Monthly Costs	Annual Costs
Programs/Service (Facility Based, PB, PHP or STRMU or TBRV)	$ -	$ -
Personnel[1]	$ 11,416.13	$ 136,993.52
Fringe Benefits[1]	$ 2,854.03	$ 34,248.38
Travel	$ -	$ -
Supplies	$ -	$ -
Equipment	$ -	$ -
Other Cost Allocation	$ -	$ -
Other Non Allocation	$ -	$ -
Total HOPWA Administrative $ Costs Requested	$ 729.84	$ 8,758.10
Total All Categories (Program and Administration)	$ 15,000.00	$ 180,000.00

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.

[1] 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.

Exhibit B

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

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

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

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

1. **Further Guidance on Restricted Use**

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

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

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

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 directed to the Office of HIV/AIDS Housing, 451 Seventh Street SW, Room 7212, Washington, DC 20410 or (202) 708-1934, (202) 708-9313 fax.

Exhibit C

Performance Indicators

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

Sixty percent (60%) of homeowners 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.

Exhibit D

EXAMPLE FISCAL TRAINING CERTIFICATE

Awards this

Course Completion Certificate to

For successfully completing the

HOPWA Financial Management Training

Dec 27, 2012

Date of Course Completion

3(C)(6)
12/3/18

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 11/28/18

DOCUMENT TITLE: HOWPA Program Provider Agreememt 2018-2019– **Legal Aid Service of Broward County, Inc.**.

COMM. MTG. DATE: 6/5/18 **CAM #:** 18-0394 **ITEM #:** PH-1 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** Shaniece Louis / Ext. 5036

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.

---

2) City Attorney's Office # of originals attached: 3 Approved as to Form: ☒YES ☐NO

Date to CCO: 11/29/18 LS
Initials

---

3) City Clerk's Office: # of originals: 3 **Routed to:** Gina Ri/CMO/X5013 **Date:** 11/29/18

---

4) City Manager's Office: CMO LOG #: NOV-97 Date received from CCO: 11/29/18

Assigned to: L. FELDMAN ☑ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: **S. HAWTHORNE** _____ (Initial/Date) **C. LAGERBLOOM** _____
(Initial/Date) ☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:

Forward 3 originals to ☐ Mayor ☑ CCO **Date:** 11/30/18

---

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

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 1 original and forwards 2 original(s) to: Rachel Williams / HCD / Ext. 5391 ***(Name/Dept/Ext)***

Attach ___ certified Reso # ____ ☐YES ☐NO **Original Route form to CAO**

******Please email an executed copy to Shaniece Louis ******

Rev. 6/10/16