CITY OF FORT LAUDERDALE
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
PROGRAM PROVIDER AGREEMENT
FY 2021-2022

THIS AGREEMENT, entered this 1st day of October, 2021, by and between:

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

and

BROWARD HOUSE, INC., a non-profit corporation organized under the laws of the State of Florida whose usual place of business is **1726 SE 3rd Avenue, Fort Lauderdale, FL 33316,** 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 the provision of housing and 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, **BROWARD HOUSE, INC.** submitted a responsive proposal to the City to provide Facility Based Housing, Project Based Rental Housing, and Tenant Based Rental Voucher Housing to eligible persons; and

WHEREAS, the City approved CAM 21-0498 on June 15, 2021, awarding HOPWA funding to **BROWARD HOUSE, INC**. 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 has submitted a proposal to provide activities including the provision of housing and services to eligible individuals in response to the RFI (Proposal), which is on file with the City Housing and Community Development (HCD) Division and is incorporated herein as if fully set forth.

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

ARTICLE I
PURPOSE

1.1 The purpose of this Agreement is to outline the guidelines by which the City will provide HOPWA funds (hereinafter Funds) to the Participant for the administration of the Facility Based Housing, Project Based Rental Housing, and Tenant Based Rental Voucher Housing (hereinafter "HOPWA Program") that the Participant will conduct pursuant to HUD's HOPWA regulations.

1.2 The Participant will provide eligible people with housing and/or supportive services in accordance with the Proposal and as provided in this Agreement.

1.3 The Participant shall spend the funds in accordance with the Participant's submitted 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 housing assistance and/or 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 Participant agrees to provide qualified and trained staff for its HOPWA Program(s).

2.3 The Participant agrees to provide its Clients with the supportive services that are identified in its Proposal submitted in response to the City's RFI. The Participant shall provide services at its facilities or shall provide linkages with other providers for those services not provided by the Participant directly.

2.4 The HOPWA Program as defined in this Agreement shall meet or exceed the standards required by 24 CFR Section 574.310 (General standards for eligible housing activities).

2.5 The Participant will conduct an ongoing assessment of the housing assistance and supportive services required by its Clients and assure the adequate provision of supportive services to its guests.

2.6 To be eligible to receive HOPWA housing assistance, the Client must be lawfully within the United States. The Participant will maintain a completed Declaration of Section 214 Status Form on file and associated documentation necessary for each Client who receives HOPWA housing assistance **(Exhibit B).**

Additionally, HOPWA guidelines require that the following documentation and third part verification (refer to City's HOPWA Administration and Procedures Guide) are maintained for each Client:

A. At least one (1) member of each family must be HIV/AIDS-infected;

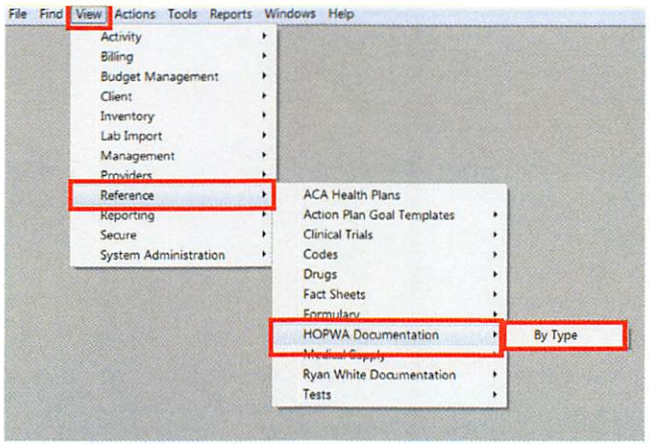
B. Must reside in Broward County for six (6) consecutive months for Facility Based, Project Based, Tenant Based, Short Term Rental Mortgage and Utility, and Permanent Housing Placement Programs; and

C. Are 80% below Area Median Income.

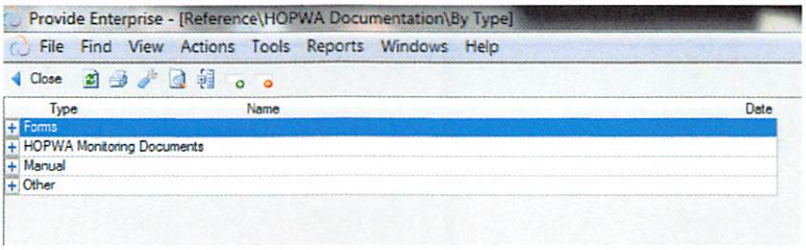
2.7 The Participant shall report their performance indicators (**Exhibit C**) quarterly. The report shall be submitted by the 5th business day following each quarter, even if there are no performance indicators to report. An explanation should accompany every performance indicator the agency has not met and is not on track to meet.

2.8 The Participant must document all third-party verification on required documents before financial subsidy payments are made on behalf of the Client. Verification is required to minimize fraud.

2.9 The Participant can obtain all of the HOPWA Forms through Provide Enterprise. This can be done by logging into Provide Enterprise and selecting View>>>References>>HOPWA Documentation>>>By Type, as illustrated in the screen shots below:



Select Forms



ARTICLE III
GRANT ACTIVITIES

3.1 The Participant is solely responsible for selecting any employees or sub-recipients to provide services using Funds.

3.2 The Participant agrees 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 (Subrecipient Contract) between itself and any provider agency or other subrecipient. Such 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 Subrecipient Contract for approval by the City Attorney. Upon review and approval by the City Attorney, the Participant may

execute the Subrecipient Contract and shall timely provide the City with a copy of the executed Subrecipient 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 subrecipients 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 all Subrecipient Contracts.

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

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

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

3.10 The Participant agrees to attend **all** HOPWA training, workshops, seminars, conferences, and meetings provided by the City. Additionally, Participant agrees to have staff view all HOPWA relevant webinars located on HUD Exchange https://www.hudexchange.info/programs/hopwa/.

3.11 The Participant shall follow the Housing Quality Standards (HQS) Inspection Chapter in the HOPWA Administration and Procedures to schedule required inspections. The HQS Inspections Chapter outlines how to request, schedule, prioritize, and correspond regarding submitted HQS. The standard will define the scope of responsibility between the Project Sponsor requesting an HQS and the Grantee's HQS inspector.

Should a unit fail HQS for Short-Term Rent Mortgage and Utility (STRMU) and Permanent Housing Placement (PHP) Housing Programs, the first payment to the associated landlord may be made to prevent the Client from becoming homeless. However, no subsequent payments can be made to the landlord until the unit passes HQS and the first page of the passed HQS is scanned into Provide Enterprise.

Participant is responsible for ensuring that the passed inspection documents (i.e., A HUD - 52580 or 52580-A - Form http://portal.hud.gov/hudportal/documents/huddoc?id=5250.pdf) are scanned into

Provide Enterprise. Refer to form located in the HOPWA Administration and Procedures Guidebook. The Form(s) can be downloaded from Provide Enterprise.

3.12 Client will initial and sign the appropriate HOPWA Participation Agreement Forms as part of receiving assistance. Originals are located on Provide Enterprise. Participant agrees that a HOPWA 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 HOPWA Program. Clients may be terminated from the City of Fort Lauderdale HOPWA Program for a Class I Program Violation.

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

A. Commission of fraud, bribery, or any other corrupt or criminal acts in connection with any federal housing program. Such acts include failure by false statement, misrepresentation, impersonation, or other fraudulent means to disclose a material fact used in deciding as to the Client's eligibility to receive services.

B. Failure to locate housing within required search period herein or failure to move into an approved unit within seven (7) calendar days of the City's Move-In Authorization.

C. Abandonment of assisted unit, defined as a failure to reside on the assisted premises for a period exceeding thirty (30) consecutive days, except in cases where the Client is hospitalized or placed into residential substance abuse or mental health treatment (for policies and procedures governing extended absence from assisted unit as reasonable accommodation).

D. Moving into a new apartment unit without HOPWA Program authorization.

E. The Client must report change in the household composition (i.e., those residing in the unit). Failure to report a change in household composition will be deemed an act of fraud and a Class I Violation, resulting in immediate termination.

F. Generally, two (2) Class II Program violations constitute grounds for immediate HOPWA Program termination. An exception applies to tenant-caused damages to an assisted unit. The first time that a Client or member of

his or her household causes damage to the HOPWA assisted unit (i.e., not ordinary normal wear and tear) that results in the landlord retaining any of the City's cash security deposit or resulting in a payment under a security deposit guaranty will be treated as a Class II violation, which will remain on record for the duration of the Client's participation. The Client still retains the privilege of security deposit assistance as described if moving to a new unit. The second-time damage is caused by a Client or member of his or her household, which results in repair costs in excess of the tenant's share of the deposit for repairs, it will be treated as a Class I violation resulting in immediate HOPWA Program termination.

G. Threatening or abusive behavior toward personnel (or others at the HOPWA provider agencies), neighbor(s), or the landlord. Threats of violence may be verbal or non-verbal and can occur explicitly or implicitly. When the behavior constitutes a legitimate threat of violence to themselves or others, immediate termination is warranted.

H. Commission of criminal activity that may require Client, any member of the household, guests, or any person under the Client's control to register as a sex offender.

I. Commission of drug-related or violent criminal activity by Client, any member of the household, guests, or any person under the Client's control. Criminal and drug-related activity leading to termination is defined as follows:

i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

ii) Any violent criminal activity or drug-related criminal activity on or near the premises.

A **Class II Program Violation** is a violation of any other HOPWA Program rule or Client obligation including, but not limited to those listed below. Assistance will terminate upon persistent violation of HOPWA Program rule(s) or obligation(s). Repeated violation of HOPWA Program rules or obligations undermines the functioning of the HOPWA Program and constitutes abuse of the HOPWA Program by the Client. Therefore, assistance will be immediately terminated upon two documented incidents of any HOPWA Program violation (need not be the same repeated HOPWA Program violation) even if the Client took corrective action to cure one or more of these violations.

A. Failure to notify the provider of a change in income or household composition within fifteen (10) days of the event.

B. Failure to notify the provider of any change in circumstances to obtain or continue to receive benefits within ten (10) days of the event.

C. Failure to maintain current information on file as required or to cooperate in submitting required documentation/information within ten (10) days of HOPWA Program's request.

D. Failure to attend HOPWA Program appointments, except in the documented case of illness or other extenuating circumstances. Failure to attend recertification appointments or provide access for annual inspections will result in termination upon second occurrence.

E. Failure to enroll and remain engaged in case management services.

F. Failure to apply for benefits in accordance with the HOPWA Program rules.

G. Failure to cooperate with quarterly home visits and/or housing stability assessments and planning.

H. Failure to make timely payment of the Client's required portion of the rent or comply with other tenant obligations, including the obligation to provide the landlord with notice of their intent to move upon expiration of the lease at least thirty days in advance or earlier as may be required under the lease.

I. The first time that a Client, or member of his or her household, causes damage to the HOPWA assisted unit (i.e., not ordinary normal wear and tear) that results in the landlord retaining any of the City's cash security deposit or resulting in a payment under a security deposit guaranty will be treated as a Class II violation, which will remain on record for the duration of the Client's participation in the HOPWA Program. The second-time damage is caused by a Client or member of his or her household, which results in repair costs in excess of the tenant's share of the deposit, it will be treated as a Class I Violation resulting in immediate HOPWA Program termination.

J. Verbal abuse directed toward HOPWA personnel (or others at HOPWA provider agencies), neighbor(s), or the landlord. Such abuse consists of repeated use of offensive speech, particularly speech that directly insults the

Listener. Verbal abuse constitutes grounds for dismissal when the offensive speech continues or is repeated after at least two (2) direct requests to the Client to refrain from such behavior. If the verbal abuse constitutes a threat of violence, it shall be treated as a Class I violation.

K. Harassment consisting of unwanted and unwelcome contact of any nature (including phone or face-to-face) after the Client has been explicitly advised to cease the harassing contacts. If the harassment occurs in a way that constitutes a threat of violence, then such behavior shall be treated as a Class I violation.

L. If a Client has ***tested positive*** for an illegal substance, the Client cannot be terminated.

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

All such efforts to ensure Client HOPWA Program compliance shall be fully documented and maintained in the Client's HOPWA Program file and in Provide Enterprise.

3.14 Participant shall follow the appeals procedures as outlined in the Termination and Due Process Chapters of the City's HOPWA Administrative and Procedures Guidebook that adheres to 24 CFR Section 574.310(e)(2)(I) and (ii)(A), (B), (C) and shall keep records thereon. Upon the conclusion of the appeal process a determination shall be made whether to remove the Client from the HOPWA Program or continue.

3.15 Participant shall follow the procedures for Termination of HOPWA Assistance to any HOPWA Program Client for violation of requirements as outlined in the Termination and Due Process Chapters of the City's HOPWA Administrative and Procedures Guidebook that adheres to 24 CFR Section 574.310(e)(2)(i) and (ii)(A), (B), (C).

3.16 In the event Participant seeks to relocate their business offices to a new location, Participant is required to submit a written relocation plan including timelines to the City sixty (60) days prior to the Participant's relocation. The relocation plan must include the following:

A. Rationale for the move;
B. Identify new location;
C. Identify distance to surrounding schools and daycare centers in relation to new location;

D. Demonstrate accessibility to Clients, which is equal or better than current location; and

E. Develop Relocation Plan that includes tasks and associated timelines for the relocation, impact to Clients as a result of the move, and transition plan to notify existing Clients, HOPWA Agencies, County Partners and the general public.

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

3.17 Participant must designate one (1) staff person, referred as primary designee, who will be responsible for:

A. Receiving updated HOPWA information from HUD by online registration through One Community Planning Division (CPD) exchange (https://www.hudexchange.info/about-onecpd/);

B. Ensuring designee along with HOPWA staff participate in City's regularly scheduled meetings and designated HUD webinars;

C. Providing feedback on required documents;

D. Ensuring HOPWA staff, who are paid in whole or in part with Funds, receive training to ensure HOPWA Program and fiscal compliance within thirty (30) days from any changes with the City's HOPWA Administrative and Procedures Guidebook; and

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

3.18 By January 1, 2022, the Participant will submit their policy and procedures manual for each funded HOPWA Program to ensure HOPWA Program compliance with City's HOPWA Administrative and Procedures Guidebook and applicable CFRs. The policy and procedures manual shall start with Client referral and intake to discharge or year ending of a Client.

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

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

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

3.19 Participant will comply with federal administrative requirements that includes, but is not limited to, updates to applicable CFRs and Office of Management and Budget (OMB) circulars.

3.20 Participant must retain all Client termination files on premises. Termination files shall not be destroyed.

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 D,** 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, 2021 through September 30, 2022. 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 2021-2022 shall not exceed Three Million Four Hundred Fifty-Seven Thousand Two Hundred Forty-Eight Dollars and 00/100 Cents (**$3,457,248.00).** 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 2021-2022 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 2021-2022 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 15th. Once the Participant has submitted their final budget revisions, they should notify HCD of their 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 1st 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 (1) 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 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 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 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.

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.

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 thirty (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 2021-2022 may be subject to recapture by the City. Additionally, the City will approve no further reimbursements until the Participant fulfils the requirement.

13.3 Participants who make payments on behalf of Clients that are deemed not eligible during the monitoring process, will be required to make financial restitution back to the City. If the monitoring process crosses fiscal years, and payments were made on behalf of Clients that were not eligible, the Participant will still be required to make financial restitution to the City for prior years.

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 4th 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, 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.

Directors and Officers/Professional Liability
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 (3rd) anniversary of expiration of this Agreement or the third (3rd) anniversary of acceptance of work by the City.

Physical Abuse, Sexual Misconduct, and Sexual Molestation
Participant shall provide evidence of coverage in the amount not less than $500,000 per occurrence.

Property Coverage (Builder's Risk)
Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

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 with respect to the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, 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 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 Code of Federal Regulations (CFR) annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal

Register (OFR) and the Government Publishing Office.

The Federal Government modified several of its circulars which govern recipients and sub-recipients by combining eight (8) circulars and regulations into one now termed "Super" or "Omni" Circular 2 CFR Part 200 (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). The uniform grant guidance has a major emphasis on "strengthening accountability" by improving policies that protect against waste, fraud, and abuse. Significant emphasis is on improper payments.

Participant should pay special attention to:

1. Mandatory Disclosures, Section 200.113
2. Conflict of interest, Section 200.112
3. Internal Controls, Section 200.303
4. Subrecipient and contractor determinations, Section 200.331
5. Applicable Credits, Section 200.406
6. Required Certifications, Section 200.415
7. Cost Principles, Section 200 Subpart E
8. Collections of Improper Payments, Section 200.428

Participant will be required to adhere to 2 C.F.R. Part 200 and update their policy and procedures accordingly. These policies will be reexamined during the required annual monitoring.

16.2 Participant must comply with U.S. Department of Labor changes to the Fair Labor Standards Act (FLSA). The Act outlines the rules for overtime eligibility and overtime pay. The new FLSA regulations are effective on January 1, 2020. Please refer to:

- https://www.dol.gov/agencies/whd/overtime/2019/index

The City will be monitoring the Participant for FLSA compliance as part of the HOPWA annual monitoring process. A Participant who is unable to provide proper documentation with the FLSA requirements will be issued a finding. Furthermore, the Project Sponsor may be subject to recapture of funds by the City and the City may not approve further reimbursements until the Participant fulfils the requirement.

16.3 Program Income

According to 2 CFR Section 200.307 program income is "gross income earned by a recipient that is directly generated by a sponsored activity or earned as a result of the award." While there are four (4) ways to account for program income, HOPWA grant agreements require that grantees and project sponsors commit program income to the grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2). Under the addition method, program income funds are added to the funds committed to the project by the federal agency or its grantee and used to further eligible project or program objectives.

As such, program income must be added to the grantee and Project Sponsor's total HOPWA budgets. The total HOPWA-eligible expenses can include reasonable depreciation costs on project property, including real estate or other fixed assets (subject to the requirements of 2 CFR Section 200.426). To the extent available, the grantee or project sponsor must spend funds available from program income before drawing down grant funds (2 CFR Section 200.305(b)(5)).

The Participant is responsible for certifying and entering the household's income in Provide Enterprise to determine the Client's portion of the rent. The monthly aggregate Client portion will be subtracted from each submitted monthly invoice.

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:

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

As to the Participant:

Stacy L. Hyde, President/CEO
Broward House, Inc.
1726 SE 3rd Avenue
Fort Lauderdale, Florida 33316

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, 2022, **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 trainings. This includes the Getting Back to Work Module that is required for all Participants.

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

ARTICLE XIX
DEFAULT

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

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

(2) If the Participant or any endorser of the Agreement files a voluntary petition in bankruptcy or shall be adjudicated 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, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

ARTICLE XX
SEVERABILITY

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

ARTICLE XXI
INTEGRATION

21.1 This Agreement and Proposal and all exhibits attached hereto constitute the entire Agreement between the City and the Participant. No prior written, 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 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.

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.

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.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

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

WITNESSES:

Donna Varisco
Witness Name – Printed or Typed

K. Skoundridakis
Witness Name - Printed or Typed

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

By: _____
CHRISTOPHER J. LAGERBLOOM, ICMA-CM
City Manager

Date 10-08-21

Approved as to form:
Alain E. Boileau, City Attorney

By: _____
Tania Marie Amar, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

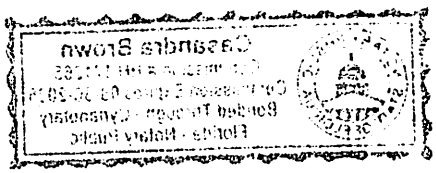
The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online, this 8th day of October, 2021, by Christopher J. Lagerbloom, ICMA-CM as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida..

_____
(Signature of Notary Public – State of Florida)

Casandra Brown
Commission # HH 171265
Commission Expires 08-30-2025
Bonded Through - Cynanotary
Florida - Notary Public

_____
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____


Cassandra Brown
Bonded Notary - Chancellery
Florida - Notary Public

PARTICIPANT

BROWARD HOUSE, INC., a non-profit corporation organized under the laws of the State of Florida

By: _____

Stacy Hyde, President and CEO

WITNESSES:

_____

[Witness print name]

_____

[Witness print name]

(CORPORATE SEAL)

Attest:

By: _____
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

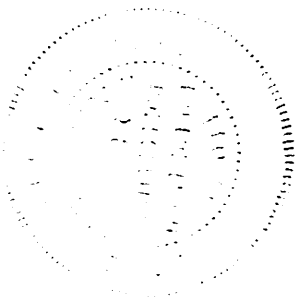
The foregoing instrument was acknowledged before me, me by means of □ physical presence or □ online, this 23rd day of September 2021, by Leonard Jones, as Chief Financial Officer of Broward House, Inc., a non-profit corporation organized under the laws of the State of Florida.

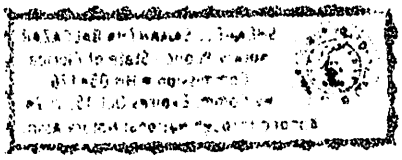
_____
(Signature of Notary Public – State of Florida)

SHEAMELL SAMANTHA BALCAZAR
Notary Public - State of Florida
Commission # HH 054176
My Comm. Expires Oct 15, 2024
Bonded through National Notary Assn.

_____
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification _____
Type of Identification Produced _____





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: October 4, 2021

2L
10/08/2021

DOCUMENT TITLE: CITY OF FORT LAUDERDALE HOUSING FOR PERSONS WITH AIDS (HOPWA) PROGRAM; PUBLIC HEARING APPROVING THE HOUSING AND COMMUNITY DEVELOPMENT ANNUAL ACTION PLAN FOR FISCAL YEAR 2021 – 2022 - BROWARD HOUSE, INC.

COMM. MTG. DATE: 06.15.21 **CAM #:** 21-0498 **ITEM #:** PH-1 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** Jen Allen x5036 **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.

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1) Dept: HCD **Router Name/Ext:** EVELINE D. **# of originals routed:** 2 **Date to CAO:** 10.04.21

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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: 10.5.2021 TANIA M. AMAR (Attorney's Name) (Initials)

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3) City Clerk's Office: # of originals: 2 **Routed to:** Donna V./Aimee L./CMO **Date:** 10/05/2021

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4) City Manager's Office: CMO LOG #: Oct-20 Document received from: CCO

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: **T. Smith** _____ (Initial/Date) PER ACM: **G. Chavarria** _____ (Initial/Date)
☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions: _____

Forward 2 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: Forward 2 originals to CAO for **FINAL APPROVAL** **Date:** 10/08/2021

~~**7) CAO forwards** __ originals to **CCO** **Date:** _____~~

8) City Clerk: Scan original and forward 2 original to: **EVELINE D./EXT 4775**

Attach __ certified Reso # _____ ☐YES ☐NO **Original Route form to** Jen Allen./CAO

TM21-1134