

REQUEST FOR PROPOSALS
FOR
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
PROGRAM GRANT CONTRACT
RFP #Y17-1078-LC

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Tuesday, May 30, 2017**, for providing affordable housing options and related housing services for low income persons with acquired immunodeficiency syndrome (AIDS) or related disease and their families to the Board of County Commissioners.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies may be requested by phoning (407) 836-5635. Solicitations are also available for downloading from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp> .

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.
Manager, Procurement Division

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Linda Carson, Senior Purchasing Agent, at (407) 836-5548, whose email address is Linda.Carson@ocfl.net. **You may contact Linda Carson at any time during this process, including during the Black-Out Period.**

TABLE OF CONTENTS

| <u>DESCRIPTION</u> | <u>PAGE</u> |
|---|--------------------|
| PURPOSE | 2 |
| INSTRUCTIONS TO PROPOSERS | 2-3 |
| TERMS AND CONDITIONS | 4-12 |
| DEBRIEFING OF PROPOSERS | 10 |
| PROPOSAL SUBMITTAL REQUIREMENTS | 13 |
| PROPOSAL FORMAT | 13-22 |
| SELECTION CRITERIA | 23 |
| SCOPE OF SERVICES | 24-49 |
| FEE SCHEDULE FORM | 50-54 |
| EMERGENCY CONTACTS | 55 |
| ACKNOWLEDGEMENT OF ADDENDA | 55 |
| CONFLICT/NON/CONFLICT OF INTEREST STATEMENT | |
| AUTHORIZED SIGNATORIES/NEGOTIATORS | |
| DRUG-FREE WORKPLACE FORM | |
| LETTERS OF INTENT | |
| E-VERIFICATION CERTIFICATION | |
| RELATIONSHIP DISCLOSURE FORM | |
| RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ) | |
| ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT | |
| EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ) | |
| AGENT AUTHORIZATION FORM | |
| EXHIBIT A – LEASED EMPLOYEE AFFIDAVIT | |
| EXHIBIT B – COMMERCIAL GENERAL LIABILITY | |
| EXHIBIT C – COMMERCIAL GENERAL LIABILITY | |

TABLE OF CONTENTS (CONTINUED)

| <u>DESCRIPTION</u> | <u>PAGE</u> |
|---|--------------------|
| EXHIBIT D – WORKERS COMPENSATION & EMPLOYEES LIABILITY INSURANCE POLICY | |
| EXHIBIT E – WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US | |
| SAMPLE CONTRACT | 1-32 |
| ATTACHMENT A – BUSINESS ASSOCIATE AGREEMENT | |
| ATTACHMENT B – BUDGET FORM | |
| ATTACHMENT C – PROPOSAL TITLE PART 1 | |
| ATTACHMENT C2 – PROPOSAL TITLE PART 2 | |

REQUEST FOR PROPOSALS
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HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
PROGRAM GRANT CONTRACT

RFP #Y17-1078-LC

PURPOSE

The Orange County Board of County Commissioners, Orange County, Florida is soliciting sealed proposals to provide affordable housing options and related housing services for low income persons with acquired immunodeficiency syndrome (AIDS) or related disease and their families in order to achieve and maintain housing stability, avoiding homelessness and improving their access to, and engagement in, HIV/AIDS treatment and care.

Funding for these services comes from the City of Orlando, who receives the Housing Opportunities for Persons with AIDS (HOPWA) funds from the U.S. Department of Housing and Urban Development (HUD). The HOPWA program was authorized by the AIDS Housing Opportunity Act and amended by the Housing and Community Development Act in 1992. The program is designed to provide states and local governments with the resources and incentives to devise long-term, comprehensive strategies for meeting the housing needs of low income persons with AIDS or related disease and their families.

The Orange County Board of County Commissioners serves as the administrator of the formula grant-funded HOPWA program for the Orlando Eligible Metropolitan Statistical Area (EMSA), including Orange, Osceola, Lake and Seminole Counties. The Orange County Health Services Department is the department designed to administer the grant.

The HOPWA fiscal year, for which proposals are requested, is October 1, 2017 – September 30, 2018.

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described in the Scope of Services, shall submit sealed proposals, one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive not later than **2:00 PM local time Tuesday, May 30, 2017, to** the Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

Offers by e-mail, telephone, or fax shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office shall not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly and the names of all proposers shall be read aloud.

TERMS AND CONDITIONS

1. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority. Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

2. CLARIFICATION

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

3. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

4. SEALED PROPOSALS

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Proposals Number
- B. Date of Opening
- C. Name of Proposer

5. PROPOSAL PREPARATION

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

6. INSURANCE

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as

described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$100,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor 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.

- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim
- Fidelity/Employee Dishonesty- with a limit greater than or equal to the contract amount

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in

or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

7. DRAFT CONTRACT

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

8. ACCOUNTING SYSTEM

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section, for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

9. SHORTLISTS, PROTESTS and LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

10. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

11. AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

12. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

13. CONTRACT TERM

It is the intent of the County to enter into a one (1) year term contract, with renewal clause for two (2) additional one (1) year terms for services as described herein.

14. SCHEDULE OF SUBCONTRACTING

Proposers shall list **all** proposed sub-contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

15. EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

16. QUESTIONS REGARDING THIS RFP

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to Linda.Carson@ocfl.net no later than 5:00 PM Friday, May 19, 2017 to the attention of Linda Carson, Procurement Division, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on

the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager. **You may contact Linda Carson at any time during this process, including during the Black Out Period.**

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

17. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection on CD at a cost established within the most current Orange County Fee Directory. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

18. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

19. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Proposer fails to cite the applicable exempting law, we will treat the information as public.

20. BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement at Attachment No. A shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security 45 CFR Parts 160, 162, and 164 as applicable to this contract.

21. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

**Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5897**

PROPOSAL SUBMITTAL REQUIREMENTS

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below, the proposal shall be in a binder with table of contents appropriated tabbed.

Submit one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive for document management purposes. All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually.

If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

PROPOSAL FORMAT

PROPOSERS MAY COMPETE AND BE CONSIDERED FOR ONE LOT OR MULTIPLE LOTS.

| | |
|--------------|---|
| Lot 1 | Support Services/Case Management |
| Lot 2 | Facility Based Operating Costs |
| Lot 3 | Tenant-Based Rental Assistance (TBRA) |
| Lot 4 | Short-Term Rent, Mortgage, Utilities (STRUM) |
| Lot 5 | Permanent Housing Placement (PHP) |
| Lot 6 | Supported Housing Services |
| Lot 7 | Other Eligible Activity Under 24 CFR 574.300 |

FOR EACH LOT THE PROPOSER MUST COMPLETE ALL THE REQUIREMENTS IN PART 1 AND PART 2. IF THE PROPOSER IS SUBMITTING PROPOSALS FOR MULTIPLE LOTS, ONLY ONE PART 1 SHALL BE SUBMITTED. PART 2 SHALL BE COMPLETED FOR EACH INDIVIDUAL LOT.

To be deemed responsive and responsible each proposal must include the following information **in the order listed below**. Omission of sections may result in loss of points during the scoring process and may affect the eligibility for award.

A. Part 1 – Administrative Capacity and Qualifications:

1. Part 1 Title Page: Include on the Part 1 Title Page (Attachment C) the specific service(s) to be provided, the amount of funding being requested to provide these services, and the name/contact information for the contract coordinator or program liaison. An officer of the proposer who is legally authorized to enter into a contractual relationship in the name of the proposer organization must sign the original copy of this form. The original copy of the proposal **MUST** be clearly marked as such on the Part 1 Title Page.

2. **Part 1 Table of Contents: All sections and attachments of this part must be listed in the Part 1 Table of Contents. The Part 1 Table of Contents must outline in sequential order all areas of Part 1 of the proposal. All pages of Part 1 of the proposal, including the attachments, must be clearly and consecutively numbered and keyed to the Part 1 Table of Contents.**

3. **Administrative Capacity:**

a. Qualification of Proposer: The Proposer shall submit the following information with the proposal:

1. List and brief description of similar services, **for each of the Service Lot areas for which a contract award is sought,** services must have been satisfactorily rendered and information to include dates of contracts, contact name, addresses, email addresses and telephone numbers shall be entered.
2. Any other documents or information that may support your qualifications to perform these services.

Failure to submit the above requested information may be cause for rejection of your proposal.

b. Description of the organization: Briefly describe your organization in terms of years in business, core business operations or service activities currently provided, current staffing and operating budget, current locations of operation. Describe your organization's mission and vision, or other organizing principles, and include copies of such documents, if available, in Part 1 Provider Attachments. Provide an organizational chart in Part 1 Provider Attachments.

c. Not-for-profit status: State whether your organization is a governmental agency or a for-profit or not-for profit organization. If the organization is a not-for-profit entity, provide proof of such status by submitting a copy of a letter of determination from the Internal Revenue Service indicating the proposer organization has been recognized as a 501(c)(3) entity. Include the copy of the letter of determination in Part 1 Provider Attachments.

d. Legal status: If the entity is a corporation, submit evidence that the proposer organization is organized under the laws of the State of Florida, the filing date, that all fees and penalties have been paid, that the organization's most recent annual report has been filed, that its status is active, and that the it has not filed Articles of Dissolution. If the entity is a corporation but not incorporated in the State of Florida, submit the same information for the state the organization is incorporated in. Include documentation in Part 1 Provider Attachments.

- e. Insurance: Provide documentation of your organization's ability to obtain all required insurance coverages by October 1, 2017. Insurance certificates must be provided at the time of contract signing documenting current coverage, appropriate levels of coverage, and **including specific verbiage indicating that "Orange County is included as an additional insured for general liability coverage," and "Workers' compensation coverage includes a waiver of subrogation in favor of the County and its agents, employees and officials," or words substantially similar.** Include the certificates or documentation in Part 1 Provider Attachments. Providers to which sovereign immunity is applicable shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the County agrees to find acceptable for the coverage mentioned above.
- f. Confidentiality: Explain your organization's system for safeguarding the confidentiality of Client. Describe how the organization meets the requirements of this RFP, and/or submit a copy of the organization's written policy and procedure ensuring compliance with the standards contained in that section. Include the policy and procedure document in Part 1 Provider Attachments.
- g. Grievances: Describe and attach a copy of your organization's grievance procedures for Client. Include procedures in Part 1 Provider Attachments.
- h. Training: Describe your organization's staff and volunteer training program, and/or submit a copy of the organization's training plan. Include the plan in Part 1 Provider Attachments.
- i. Funding: Describe how your organization insures that HOPWA is not the only funding source for your organization. For the organization's most recent fiscal year, provide a percentage breakdown of the organization funding sources. Describe how your organization plans to meet the requirements of the RFP, and provide assurances of the organization's ability to comply with those requirements.
- j. Financial Statements and Audits: State your organization's fiscal year and describe your methodology for obtaining and submitting the annual financial statement and/or audits described Article X of the attached contract entitled "Auditing". If your organization's most recent completed audit has not been submitted to the County, submit it as part of this application. Include the audit in Part 1 Provider Attachments.
- k. Reporting: Describe your organization's methods for collecting, verifying the accuracy of, reviewing, approving, and reporting utilization demographics and financial data, including invoices and billing backup. What position in your organization is or will be responsible for daily

overall oversight and management of the Electronic Data Management System, Provide Enterprise? Provide a position description, if available, of that position in Part 1 Provider Attachments.

- l. Monitoring: Describe your organization's performance in meeting contract, standards of care, and/or administrative requirements during the past fiscal year, as indicated by internal reviews or external monitoring's by funding sources, review agencies, etc., and describe how your organization used the results and findings of such reviews or monitoring's to improve performance and increase quality.
- m. Client feedback: Describe your organization's approach to and results of measuring and utilizing Client feedback. At a minimum, discuss Client satisfaction surveys and Client advisory boards, and how the results of these activities are utilized to improve services.
- n. Quality management: Describe your organization's approach to quality management and/or provide a copy of the organization's written process that insures compliance with service category.

4. Part 1 Provider Attachments (as applicable)

Mission and Vision Statements
501c3 documentation
Incorporation status documentation
Insurance certificates or documentation
Confidentiality policy and procedure
Client grievance procedures
Organization's most recent audit
The Electronic Data Management System position description
Quality management process
Board of Directors/Client Advisory Board chart
Drug Free Workplace (form)
Conflict/Non-Conflict of Interest Statement (form)
Authorized Signatories/Negotiators Form
Disclosure of Lobbying Information (form)
Smoke-Free Workplace (Agency statement)
Other attachments as necessary

B. Part 2 – Specific Category of Service Proposal

- a. **Part 2 Title Page**: Include on the Part 2 Title Page (Attachment C2) the service to be provided, the amount of funding being requested to provide this service, and the name/contact information for the contract coordinator or program liaison. An officer of the proposer organization who is legally authorized to enter into a contractual relationship in the name of the proposer organization must sign the original copy of this form. The original copy of the proposal **MUST** be clearly marked as such on the Part 2 Title Page.

- b. **Part 2 Table of Contents: All sections and attachments for this part must be listed in the Part 2 Table of Contents. The Part 2 Table of Contents must outline in sequential order all areas of the proposal. All pages of the proposal, including the attachments, are to be clearly and consecutively numbered and keyed to the Part 2 Table of Contents.**
- c. **Abstract for the Proposed Service:** The abstract must include: the name of the proposing organization; corporate/tax status of proposing organization (i.e., not-for-profit, for-profit, or government Agency); a brief description of identified service needs/demands and target geographic area/population; the number of Clients to be served, the number of units of service to be provided; a brief description of the proposed program and service approach; and the award request for this service. **(1 page only) Include in Part 2 Provider Attachments.**

C. Organizational Experience:

(Note: Limit the length of this section to a total of not more than four (4) pages, not including material included as an attachment.)

- a. Indicate whether your organization is a current provider of this category of services in the Orlando EMSA.
- b. Describe your organization's experience in providing services to persons living with HIV/AIDS, and in particular, providing the service for which this proposal is submitted.
- c. Provide references to any contracts previously held, including a specific description or scope of services provided, source of funding, reference name or number for contracts, period of time during which services were rendered, dollar value of contracts, number of Clients served, and contact information, including email address and phone number. This may be done in the form of a table. Include the table in Part 2 Provider Attachments.
- d. Indicate any measures of success that the proposer organization has had in providing services to PLWH/A, such as outcomes, results, recognition or awards, etc. Also, indicate whether the organization has had any contract or funding arrangement terminated or not renewed because of poor performance or for any other reason attributed to the organization.
- e. If the organization is a for-profit entity, indicate why the organization should be considered the "only available provider of quality HIV care in the area" for the service category proposed.

- f. Indicate any other relevant information indicating the organization's extent and scope of experience.

D. Service Delivery Model:

(Note: Limit the length of this section to a total of not more than seven (7) pages, not including material included as an attachment.)

- a. Document the level of need/demand for the proposed service. Specify the Client sub-populations by race, ethnicity, gender, age, co-morbidities, and locations in need of service.
- b. **Describe your approach to delivery of the proposed service Supportive Services/Case Management, Permanent Housing Placement; Short-Term Rent, Mortgage, Utilities; Tenant-Based Assistance; Facility-Based Housing Assistance, and/or other eligible activity under 24 CFR 574.300 to include, at a minimum:**
 - Service delivery methods
 - Specific proposed target subpopulations and target geographic areas and locations from which this service will be provided;
 - Hours of operation and method of providing 24-hour on-call access;
- c. Specific funding requested and the estimated number of Client to be served, by race, ethnicity, gender, and age; if you are expanding or adding a service, states your deployment time line.
- d. Describe the process by which Clients will access and receive the service, including Client orientation, financial eligibility, intake, assessment, care plan development, service delivery and follow-up. Specify what staff will perform what activities.
- e. Provide a staffing plan for your proposed service. List each position, summarize its duties and indicate what percentage of time of the position will be dedicated to this service. Provide comprehensive resumes of key staff. Include staffing plan and comprehensive resumes' in Part 2 Provider Attachments.
- f. Describe how innovations, creativity, or "best practices" are demonstrated in your service delivery model.
- g. Describe how your service delivery model helps meet emerging needs and insures access by underserved populations.
- h. Describe how your organization plans to use quality management measures in this service to insure quality services and improve results.
- i. Describe how your organization cooperates or collaborates with other HIV/AIDS providers to provide the proposed service. List the organizations and services involved; explain your organization's business relationship with the other agencies; and explain how the Client will benefit from the cooperation or collaboration.

- j. Provide a copy of the organization's policy and procedures for the proposed service. Include in Part 2 Provider Attachments.

E. Response to Client Needs:

(Note: Limit the length of this section to a total of not more than four (4) pages, not including material included as an attachment.)

- a. Describe your organization's philosophy and approach in providing services for Clients with HIV/AIDS, and serving the HIV community generally.
- b. Describe your organization's approach and practice for insuring age and cultural sensitivity/proficiency in the delivery of services.
- c. Describe your organization's linguistic capabilities, including how and where staff with multiple language skills are deployed to facilitate the delivery of the proposed services.
- d. Describe your organization's capabilities to respond to special needs Clients (e.g., vision impaired, hearing impaired, wheelchair bound).

Part 2 Provider Attachments

Abstract of Proposed Services
Current staffing chart
Proposed staffing chart, if different
Resumes'
Policy and procedure for the proposed service
Line Item Budget (template)
Other Attachments as necessary

F. FEE SCHEDULE

Each proposer shall complete and submit the budget included herein. **ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

- a. Provide a detailed line item budget using the Line Item Budget Form for the service for which you are applying, showing how funds are proposed to be expended. Identify all direct and indirect/administrative costs associated with the proposed service.

Include the line item budget in Part 2 Provider Attachments.

Object Class Categories may include:

Personnel
Salaries
Fringe benefits

Rent
Utilities
Contractual expenses
Supplies
Insurance
Travel
Equipment
Indirect/administrative charges

- b. List other funds that are being leveraged for this program. Note: the hourly value of professional volunteers must be determined by applicant and justified with a narrative, based on local market data.
- c. Describe your organization's ability to meet program expenses in advance of reimbursement. The department does not provide funding advances, as such, each participating agency/organization must be able to operate with their own funds in advance of reimbursement.

If requesting funds for facility based housing assistance, provide a detailed budget and proposed daily rate. This service category will be paid as fixed price agreement and the daily unit rate per client shall include all associated expenses. Include the detailed budget and unit cost in Part 2 Provider Attachments.

The following information (Items 5 through 11) should be submitted to insure that your proposal is adequately evaluated. Failure to provide this information will negatively impact the score of your proposal.

5. **MINORITY BUSINESS ENTERPRISE (WBE) and SMALL and MINORITY BUSINESSES:**

- A. Orange County is receiving Federal Funds through the U.S. Department of Housing and Urban Development (HUD) (source of funding) for the services solicited in the Invitation for Bid (RFP). Hence **Orange County's M/WBE program does not apply to this solicitation.**
- B. Pursuant to the funding requirements of the Federal Funds, the code of Federal Regulations (200.321) requires the Prime to take all necessary affirmative steps to assure minority-owned and women- owned businesses are afforded contracting opportunities.
- C. To achieve this goal, the following affirmative steps must be followed:
 - 1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assure that small and minority businesses and women's business enterprises are solicited whenever there are potential sources;

3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority and women's business.
 4. Establish delivery schedules to encourage participation;
 5. Use the services and assistance of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce;
 6. The prime contractor must take the affirmative steps listed in paragraphs (1) through (5)
- D. You may access SBA's Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.
- E. If you have any questions regarding this information, please contact Orange

County's Business Development Division at (407) 836-7317.

COMPLIANCE WITH FEDERAL MBE, WBE & SBE CONTRACT REQUIREMENTS:

- F. The Contractor will comply with all requirements of the Federal Regulations Title 2 Section (200.321).

To facilitate monitoring for compliance with the Federal Regulations, the Contractor must be able to:

- i. Provide documentation to support a good faith effort in the solicitation of MBE and WBE firms
- ii. Maintain documentation for future reference. This may include the following:
 - a. Copies of announcements/postings in newspapers or other media for specific contracting/subcontracting opportunities
 - b. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications or minority media that target MBE and/or WBE firms.
 - c. Documentation of sources used to identify potential MBE/WBE firms

6. CONFLICT OF INTEREST FORM

The attached Conflict/Non-Conflict of Interest and Litigation Statement (with any applicable attachments) shall be completed and submitted with your proposal.

7. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted with your proposal as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal.

No contract award will be made unless these forms have been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

8. **AUTHORIZED SIGNATORIES/NEGOTIATORS FORM**

The Authorized Signatories/Negotiators Form is attached and shall be completed and submitted with your proposal.

9. **DRUG-FREE WORKPLACE FORM**

The Drug-Free Workplace Form is attached and shall be completed and submitted with your proposal.

10. **VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:
<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the Contractor affirms that all employees in the above categories will undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E- Verification certification, attached to this solicitation.

11. **SELECTION - CRITERIA**

| <u>CRITERIA</u> | <u>WEIGHT</u> |
|---|----------------------|
| Administrative Capacity and Qualification | 25 |
| Organizational Experience | 20 |
| Service Delivery Model | 25 |
| Response to Client Needs | 20 |
| Fee Schedule | 10 |
| TOTAL | 100 |

SCOPE OF SERVICES

SUPPORTIVE SERVICES/CASE MANAGEMENT

I. Definition and Purpose

Program regulations at 24 CFR 574.300(b)(7) include the following types of supportive services activities: health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive case when required, case management, and assistance in gaining access to local, state and federal government benefits and services.

The purpose of the provision of these supportive services and case management is to improve access to care and support for the individuals and families who are eligible for Housing Opportunities for Persons with AIDS (HOPWA) program assistance.

II. Eligibility

Client Eligibility

Individuals seeking services for this category shall have an eligibility established in Provide Enterprise. Eligibility shall demonstrate client eligibility as:

1. Low-income (below 80% of area median income)
2. Documented HIV/AIDS status (confidentiality must be maintained)

III. Project Sponsor's Responsibilities

- A. The Project Sponsor shall provide full-time employee(s) or equivalent to be designated as Case Managers and Case Manager Supervisors.
- B. The Project Sponsor shall establish a program for orientation and ongoing training of the employees to ensure the delivery of quality services under this contract.
- C. The Project Sponsor shall recertify a Client's eligibility no less than annually.
- D. Intake and Housing Plan
 1. Client intake shall involve information gathering and completion and/or dissemination of all basic paperwork to include, but not limited to, all required eligibility documentation, demographic information and consent for the release of medical information.
 2. If the Client has never been treated for HIV/AIDS or has not received such care for a period of more than six (6) months, the Client shall be referred to a Ryan White Case Manager.
 3. An individualized housing plan shall be developed in conjunction with the Client, and shall outline the Case Manager goals for the Client along with strategies for resolution ("Housing Plan").

4. The Housing Plan shall be based upon the assessment performed, and shall include agreed upon goals, objectives, desired outcomes, and the respective timeframe for achievement; identification of services and supports to be provided, and by whom; and the individual's or guardian's signature, as applicable.
5. The Housing Plan shall be considered a dynamic tool and shall be updated as needs are identified or addressed.
6. Implementation of the individualized Housing Plan involves ongoing contact and interventions with, or on behalf of, the Client to ensure goals and objectives are addressed.
7. In the implementation and reassessment phase, Case Managers shall be responsible for, at a minimum, the following:
 - a. Providing linked referrals, Client advocacy, and appropriate interventions based on the intake, assessment, and Housing Plan;
 - b. Empowering Clients to develop and use their independent living skills and strategies;
 - c. Conducting ongoing monitoring and follow-up with Clients and providers to confirm completion of referrals, services are obtained and maintained, and adherence to services;
 - d. Monitoring changes in the Client's condition or circumstances, providing interventions and linked referrals as outlined in the Housing Plan utilizing Project Sponsor's approved referral forms ("Referral Forms"), and updating the Housing Plan to reflect changes in the Client's circumstances or needs that have been addressed;
 - e. Advocating on behalf of Clients with other service providers;
 - f. Actively following up on established goals and objectives in the Housing Plan to evaluate the Client's progress and determine appropriateness of services; and
 - g. Maintaining ongoing Client contact as outlined in the Housing Plan.
 - h. Case Managers shall document Case Management progress notes in the Client's file, and as indicated in Provide Enterprise, the electronic database management system used by the Orlando EMSA.
 - i. Case Managers shall demonstrate active collaboration with other organizations to provide referral to the full spectrum of HIV-related or other needed services, and shall maintain knowledge of local, state, federal, and other services available for people living with HIV.

- j. Case Managers shall identify sources for services based on the individual Client needs.
- k. Case closure: the process by which Clients are unenrolled from the Case Manager's services. The process includes formally notifying Clients of pending case closure and completing a case closure summary which shall be kept in the respective Client's file.
- l. All attempts to contact the Client about case closure shall be documented in the Client's file, as well as the reason for closure.

IV. Case Manager Supervisor Responsibilities

Case Manager Supervisor shall be available to provide guidance, support, and Client-care related supervision to the Case Managers.

V. Payment

- 1. This is a Flat-Fee, Fixed-Price (unit rate), and Cost Reimbursement contract. The County shall pay the Provider for the delivery of service units provided in accordance with the term of this contract.
- 2. The Provider shall provide monthly invoices with complete supporting documentation for all service units billed.
- 3. Flat- Fee
 - a. Orientation will be paid at a flat fee of **\$5,936** for the first thirty (30) days from the date of hire or as approved by the County.
 - b. The Provider shall submit a one-time flat-fee invoice for Case Management Orientation upon completion of the same. Supporting documentation, which shall include the County's approved Orientation Form and copies of certificates for required training, shall be submitted with the invoice.
- 4. Fixed-Price Unit Rate
 - a. Case Managers will be paid at a fixed-price rate of **\$10.83** per unit. A unit of service is a quarter-hour (15 minutes). The annual number of units billed per position shall not exceed 6,840.
 - b. The Provider shall submit a fixed-price unit rate invoice for Case Management with supporting documentation that shall include the approved County invoice form and required reports from Provide Enterprise.
 - c. The following requirement apply for Fixed-Price Unit Rate reimbursement:

- i. Total daily billing claims for the activities of an individual staff member may not exceed the number of units of service equivalent to the amount of time worked by the staff member for the day.

5. Cost Reimbursement

a.) The County shall pay the Project Sponsor for all costs incurred, more specifically as described below, in accordance with the terms and conditions of this contract.

b.) The budget cost reimbursement invoice shall include the following:

i. **Salaries.**

1. For any position that is fully or partially paid for from HOPWA funding, the total of all work time of that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
2. The Project Sponsor shall submit copies of all payroll data such as employee time-sheets and payroll ledgers with time allocation, if applicable.

ii. **Fringe Benefits.**

1. The Project Sponsor shall provide the backup and list of the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement.
2. The fringe benefits shall be directly proportional to that portion of personnel costs that are allocated for this project.

iii. **Staff Mileage.** For local travel, the mileage rate, number of miles, reason for travel, and staff member(s)/Client-Clients(s) completing the travel shall be outlined.

iv. Office Supplies.

1. List the items that the project will use. In this category, separate office supplies from medical and educational purposes. Office supplies may include paper, pencils, etc.; medical supplies may include blood tubes, plastic gloves, etc.; and educational supplies may include pamphlets and educational videotapes. Note that each must be listed separately.
2. Copies of paid invoices showing the cost of items purchased and proof of payment.

v. Equipment.

1. List equipment cost, copy of invoice and proof of payment.
2. Extensive justification and a detailed status of current equipment shall be provided when requesting funds for the purchase of items meeting the definition of equipment (a unit cost of \$5,000 (five thousand dollars) or more and a useful life of one (1) or more years). For example, items such as computers and furniture.

vi. Other Expenses. List all direct costs incurred that do not fit into any other category.

vii. Total Operating (Direct Cost) Expenses. All costs listed above shall be considered as operational expenses/direct costs.

viii. Administrative Expenses.

1. There will be an administrative cost cap that shall not exceed seven percent (7%) of the contractual amount expended. Indirect costs shall be included as part of the administrative costs.

2. All expenses submitted under this category shall be related to the administrative costs which shall include, but not be limited to, executive, clerical and bookkeeping payroll, rent, office equipment, phone, and insurance.
6. Invoices shall include a copy of the current month requested expenditures, and copies of invoices with documentation evidencing proof of payment. All expenses require necessary supporting documentation and sufficient detail to verify and validate that the expenses were incurred. All requests for authorized expenses shall be submitted to the County's office and will be processed for payment only after documentation has been verified for completeness.
7. All financial transactions and invoices will be on a reimbursement basis only as documented by receipts, travel vouchers, timesheets, etc., with proof of payment. The County will review program expenditures to ensure that funds are expended by the end of the grant year to promote the efficient use of all resources and prevent the reversion of funds to the federal government.
8. The County will not pay more than twenty-five percent (25%) of the contract amount per quarter, as identified in the approved budget, without permission from the County. If the contract amount is decreased, the remaining quarterly allocations will be decreased proportionately.

Facility-Based Housing Assistance, Scope of Service

I. Definition and Purpose

Facility Based Housing (FBH) is defined in 24 C.F.R. 574.340. It is considered a community residence that is made up of multiple units designed for eligible persons to provide a lower cost residential alternative to institutional care.

The purpose of FBH is to provide a permanent or transitional residential setting with appropriate services to enhance the quality of life for those who are unable to live independently. Preventing or delaying the need for institutional care will enable such persons to participate as fully as possible in community life.

The expectation is that participants will be in need of some level of supportive services in order to maintain stability and receive appropriate levels of care. HOPWA regulations require the Project Sponsor to certify that they will give residents an adequate level of support and work with qualified service providers, accessing such support in an ongoing manner.

II. Eligibility

A. Client Eligibility

Individuals seeking services for this category shall have eligibility established in Provide Enterprise. Eligibility shall demonstrate client eligibility as:

1. Low-income (below 80% of area median income)
2. Documented HIV/AIDS status (confidentiality must be maintained)

B. Facility-Based Housing Assistance Eligibility

1. Residents shall be charged rent as a percentage of their adjusted annual income, unless otherwise approve, and provide the required documentation to calculate the rental payment. The client's portion of the rent is determined to be the greater of 30% of adjusted income or 10% of gross income.
2. Income determination covers all members of the household.
3. Adjustments to income may include deductions for dependents and for elderly and disabled family members as well as for unreimbursed medical expenses. See 24 CFR 5.611.
4. FBH assistance pays the difference between the Fair Market Rent or "rent reasonable rent" and the tenant's portion of the rent.
 - a. The rent standard may not exceed the HUD published Fair Market Rents or the HUD-approved community wide exception rent. See 24 CFR 574.320(a)(2).
 - b. Rent reasonableness means the rent charged shall be reasonable in relation to rents currently being charged for comparable units in the private (unassisted) market. Rent reasonableness shall be documented for tenant- and project-based rental assistance and included in the assisted client's file.

III. Housing Quality/Habitability Standards

- A. HUD will only provide subsidies to families living in appropriately-sized units. The goal is to subsidize the smallest sized unit possible without creating overcrowding.
- B. Units shall be decent, safe, and sanitary.
- C. HOPWA Habitability Standards as indicated in 24 CFR 574.310 shall be followed.

D. Lead-Based Paint Requirements

1. HUD's lead-based paint rules apply to all housing assisted through rental assistance (tenant- or project-based), facility-based, and through short-term rent, mortgage, and utility assistance.
2. Specifically, lead-based paint rules apply when:
 - a. Housing to be assisted was constructed before 1978; and,
 - b. Residents will include a pregnant woman or a child 6 years of age or younger.
 - c. The Provider's staff shall complete an online training course before they are allowed to perform the lead-based paint visual assessment. Training is required by the U.S. Department of Housing and Urban Development's (HUD) lead-based paint regulation (24 CFR Part 35, et al.). This training can be found at the US Department of Housing and Urban Development website:
<https://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>
 - d. Documentation of the completion of the Visual Assessment Training shall be kept in the employee's personnel file.
 - e. Studio units are exempt from lead-based paint requirements.

IV. Payment

1. This is a Fixed-Price (unit rate) and Cost Reimbursement contract.
2. The Project Sponsor shall provide monthly invoices with complete supporting documentation for all service units billed.
3. Fixed-Price Unit Rate – Facility Based
 - a. Facility Based Housing will be paid at a fixed-price rate of per unit. A unit of service will be the daily rate minus any client charges.
 - b. The Project Sponsor shall submit a fixed-price unit rate invoice for Facility Base Housing with supporting documentation that shall include the approved County invoice form and required reports from Provide Enterprise.
4. Fixed-Price Unit Rate – Case Management
 - a. Case Managers will be paid at a fixed-price rate of **\$10.83** per unit for services related to facility based. A unit of service is a quarter-hour (15 minutes).

- b. The Project Sponsor shall submit a fixed-price unit rate invoice for Case Management with supporting documentation that shall include the approved grantee invoice form and required reports from Provide Enterprise.
 - c. The following requirements apply for Fixed-Price Unit Rate reimbursement:
 - i. Total daily billing claims for the activities of an individual staff member may not exceed the number of units of service equivalent to the amount of time worked by the staff member for the day.
- 5. Upon receipt, review, and approval of the Project Sponsor's completed payment package for compliance with contract provisions, the County will authorize payment.
 - 6. The overall period for reimbursement of an approved payment package may take up to forty-five (45) days from the date of approval by the County. Invoices submitted by the Project Sponsor determined by the County to be incomplete, or those failing to include all of the required supporting documentation, will be rejected and may result in a delay or processing or potential denial of payment.
 - 7. The County will not pay more than twenty-five percent (25%) of the contract amount per quarter, as identified in the approved budget, without permission from the County. If the contract amount is decreased, the remaining quarterly allocations will be decreased proportionately.

Tenant-Based Rental Assistance, Scope of Services

I. Definition and Purpose

Tenant-Based Rental Assistance (TBRA), including shared housing arrangements, is an allowable activity under federal regulations governing HOPWA grant funds (24 C.F.R. 574.300(b)(5)), designed to serve low income Persons Living With HIV/AIDS (PLWHA) who require assistance with rental payments for an extended period of time. TBRA is subject to federal HOPWA regulations that establish a client rent contribution requirement, program rent subsidy limitations, occupancy, and housing quality standards. See 24 C.F.R. 574.310(b) and (d), and 574.320.

The purpose of TBRA is to provide a rental subsidy used to help participants obtain permanent housing in the private rental housing market that meets housing quality standards and is rent reasonable.

II. Eligibility

A. Client Eligibility

Individuals seeking services for this category shall have an eligibility established in Provide Enterprise. Eligibility shall demonstrate client eligibility as:

1. Low-income (below 80% of area median income)
2. Documented HIV/AIDS status (confidentiality must be maintained)

B. TBRA Eligibility

1. Under the HOPWA program, non-related individuals residing with a person with HIV/AIDS will be considered "family" members if those individuals are found to be important to that person's care and well-being. As a result, Project Sponsors shall determine the composition of the assisted household and verify the income of all household members. See 24 CFR 574.3 for definitions of eligible individuals and families.
2. In shared housing arrangements, where the assisted client has roommates, the amount paid by HOPWA should be pro-rated to cover the actual portion of the dwelling unit occupied by the assisted client. See 24 CFR 574.320.
3. Clients receiving tenant based rental assistance, project based rental assistance, or living in a unit leased by a sponsor or a facility supported by HOPWA operating funds shall pay a portion of the rent, unless otherwise approved. The client's portion of the rent is determined to be the greater of 30% of adjusted income or 10% of gross income.
4. Income determination covers all members of the household.
5. When a HOPWA-eligible individual lives with family members, the specific circumstance shall be taken into consideration when determining the rent subsidy:
 - a. Scenario 1: The HOPWA-eligible individual lives with an adult family member and the entire household is assisted. In this situation, total household income is taken into consideration to meet HOPWA low-income eligibility guidelines and rent determinations.
 - b. Scenario 2: The client is renting a portion of the unit from the adult family member and a "reasonable accommodation" is determined necessary for the client. (See 24 CFR 82.306(d) on permitting "persons with disabilities," including a person with HIV/AIDS, to receive benefits when housed

with a family member who owns or rents the housing unit if it is determined by a physician that living with the family member is important to the client's overall health and well-being.) In this situation, the family's income is not counted in determining eligibility for a TBRA payment, and the rent benefit is calculated based on the pro rata share of the private space used by the HOPWA beneficiary, excluding common space. (For example, if the unit is a 3-bedroom unit and the beneficiary is using one bedroom, the rent would be 1/3 of the 3-bedroom rent standard.)

6. Adjustments to income may include deductions for dependents and for elderly and disabled family members as well as for unreimbursed medical expenses. See 24 CFR 5.611.
7. TBRA assistance pays the difference between the Fair Market Rent or "rent reasonable rent" and the tenant's portion of the rent.
 - a. The rent standard shall not exceed the HUD published Fair Market Rents or the HUD-approved community wide exception rent. See 24 CFR 574.320(a)(2).
 - b. Rent reasonableness means the rent charged shall be reasonable in relation to rents currently being charged for comparable units in the private (unassisted) market. Rent reasonableness shall be documented for tenant- and project-based rental assistance and included in the assisted client's file.
8. The Project Sponsor makes rental payments directly to property owners and utility payments directly to utility companies.

III. Housing Quality/Habitability Standards

- A. Services shall only be provided to families living in appropriately-sized units. The goal is to subsidize the smallest sized unit possible without creating overcrowding.
- B. Units shall be decent, safe, and sanitary.
- C. HOPWA Habitability Standards as indicated in 24 CFR 574.310 shall be followed.
- D. Lead-Based Paint Requirements
 1. HUD's lead-based paint rules apply to all housing assisted through rental assistance (tenant- or project-based), facility-based, and through short-term rent, mortgage, and utility assistance.
 2. Specifically, lead-based paint rules apply when:

- a. Housing to be assisted was constructed before 1978; and,
- b. Residents will include a pregnant woman or a child 6 years of age or younger.
- c. Staff shall complete an online training course before they are allowed to perform the lead-based paint visual assessment. Training is required by the U.S. Department of Housing and Urban Development's (HUD) lead-based paint regulation (24 CFR Part 35, et al.). This training can be found at the US Department of Housing and Urban Development website:

<https://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>
- d. Documentation of the completion of the Visual Assessment Training shall be kept in the employee personnel file.
- e. Studio units are exempt from lead-based paint requirements.

III. Payment

1. This is a Fixed-Price (unit rate), and Cost Reimbursement contract.
2. The Project Sponsor shall provide monthly invoices with complete supporting documentation for all services billed.

Fixed-Price (unit rate) - TBRA

- a. The Project Sponsor will be paid a fixed-price rate of \$25.00 per check issued for an allowable TBRA expense.
- b. The Project Sponsor shall submit a fixed-price unit rate invoice with supporting documentation that shall include the approved County invoice form and required reports from Provide Enterprise.

A complete reimbursement package for this category shall include copies of checks to landlords **or** an accounting journal printout and the following information:

- i) Client ID Number;
- ii) Reimbursement Type;
- iii) Period being paid;
- iv) Lease Address;
- v) Landlord's name;
- vi) Payment amount;
- vii) Check number;
- viii) Check date;
- ix) Date of Service

3. Fixed-Price Unit Rate – Case Management

- a. Case Managers will be paid at a fixed-price rate of **\$10.83** per unit for services related to TBRA. A unit of service is a quarter-hour (15 minutes).
- b. The Project Sponsor shall submit a fixed-price unit rate invoice for Case Management with supporting documentation that shall include the approved County invoice form and required reports from Provide Enterprise.
- c. The following requirements apply for Fixed-Price Unit Rate reimbursement:
 - i. Total daily billing claims for the activities of an individual staff member may not exceed the number of units of service equivalent to the amount of time worked by the staff member for the day.

4. Cost Reimbursement

- a. The County shall pay the Project Sponsor for all costs incurred, more specifically as described below, in accordance with the terms and conditions of this contract. Cost reimbursement expenses shall be directly related to services associated with the approved service category.
- b. The budget cost reimbursement invoice shall include the following:
 - i. **Salaries.**
 - 1. For any position that is fully or partially paid for from HOPWA funding, the total of all work time of that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
 - 2. The Project Sponsor shall submit copies of all payroll data such as employee time-sheets and payroll ledgers with time allocation, if applicable.

ii. **Fringe Benefits.**

1. The Project Sponsor shall provide the backup and the list of the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement.
2. The fringe benefits shall be directly proportional to that portion of personnel costs that are allocated for this project.

iii. **Staff Mileage.** For local travel, the mileage rate, number of miles, reason for travel, and staff member(s)/Client (s) completing the travel shall be outlined.

iv. **Office Supplies.**

1. List the items that the project will use. In this category, separate office supplies from medical and educational purposes. Office supplies may include paper, pencils, etc.; medical supplies may include blood tubes, plastic gloves, etc.; and educational supplies may include pamphlets and educational videotapes. Note that each must be listed separately.
2. Copies of paid invoices showing the cost of items purchased and proof of payment.

v. **Equipment.**

1. List equipment cost, copy of invoice and proof of payment.
2. Extensive justification and a detailed status of current equipment shall be provided when requesting funds for the purchase of items meeting the definition of equipment (a unit cost of \$5,000 (five thousand dollars) or more and a useful life of one (1) or more years). For example, items such as computers and furniture.

- vi. **Other Expenses.** List all direct costs incurred that do not fit into any other category.
- vii. **Total Operating (Direct Cost) Expenses.** All costs listed above shall be considered as operational expenses/direct costs.
- viii. **Administrative Expenses.**
 - 1. There will be an administrative cost cap that shall not exceed seven percent (7%) of the contractual amount expended. Indirect costs shall be included as part of the administrative costs.
 - 2. All expenses submitted under this category shall be related to the administrative costs which shall include, but not be limited to, executive, clerical and bookkeeping payroll, rent, office equipment, phone, and insurance.
- 5. Completed invoices shall include a copy of the current month requested expenditures, and copies of invoices with documentation evidencing proof of payment. All expenses shall require necessary supporting documentation and sufficient detail to verify and validate that the expenses were incurred. All requests for authorized expenses shall be submitted to the County's office and will be processed for payment only after documentation has been verified for completeness.
- 6. All financial transactions and invoices shall be on a reimbursement basis only as documented by receipts, travel vouchers, timesheets, etc., with proof of payment. The County will review program expenditures to ensure that funds are expended by the end of the grant year to promote the efficient use of all resources and prevent the reversion of funds to the federal government.
- 7. The County will not pay more than twenty-five percent (25%) of the contract amount per quarter, as identified in the approved budget, without permission from the County. If the contract amount is decreased, the remaining quarterly allocations will be decreased proportionately.

Short-Term Rent, Mortgage, Utilities, Scope of Services

I. Definition and Purpose

Section 858 of the AIDS Housing Opportunity Act, 42 U.S.C. 12907, authorizes the use of Housing Opportunities for Persons with AIDS (HOPWA) funds for Short-Term Rent, Mortgage, and Utility (STRMU) payments to prevent the homelessness of a tenant or mortgagor. The U.S. Department of Housing and Urban Development (HUD) Office of Community Planning and Development (CPD) administers the HOPWA program through the Office of HIV/AIDS Housing (OHH) and local HUD Field Offices. The HOPWA regulations implementing STRMU are found at 24 CFR 574.300(b) and 24 CFR 574.330.

The purpose of STRMU assistance under the HOPWA program is to provide short-term, stabilizing interventions, up to 21 weeks in any 52-week period, to HOPWA eligible households experiencing a financial crisis as a result of their HIV/AIDS health condition or a change in their economic circumstances.

II. Eligibility

A. Client Eligibility

Individuals seeking services for this category shall have an eligibility established in Provide Enterprise. Eligibility shall demonstrate client eligibility as:

1. Low-income (below 80% of area median income)
2. Documented HIV/AIDS status (confidentiality must be maintained)

B. STRMU Eligibility

STRMU is designed to be a short-term, needs-based intervention to prevent homelessness. As such, individuals must meet the following additional criteria in order to receive STRMU assistance:

- a. Client shall be currently housed — homeless individuals are **not** eligible for STRMU assistance. Assistance is provided to help homeowners and renters remain in their current place of residence.
- b. The Client shall be able to document that he/she has a legal right to occupy the premises or has responsibility for the utility payment. Examples of acceptable documentation are as follows:
 1. Rental payments: The Client shall be named tenant under valid lease or referenced in lease as occupant of the premises.
 2. Mortgage payments: The Client shall demonstrate that he/she is owner of mortgaged real property (mortgage, deed of trust, title insurance policy).

3. Utility payments: The Client shall have account in their name or proof of responsibility to make utility payments (copies of money orders, cancelled checks, receipts).
 4. The Client shall demonstrate he/she does not have the resources to meet rent, mortgage or utility payments and, in the absence of STRMU assistance, would be at risk of homelessness.
 5. Documentation of a default or late payment notice is not required; client can provide copies of bank statements and bills to demonstrate need.
- c. The statute limits STRMU assistance to no more than twenty-one (21) weeks in any fifty-two (52)-week period which shall be calculated as established by the County.
- d. Rent and mortgage assistance
1. Shall be reasonable within HUD regulation 24 CFR 82.306(d) and represent actual housing costs.
 2. The amount of assistance provided is not limited to Fair Market Rents or “reasonable rent” limits.
 3. Unlike other forms of HOPWA assistance, tenants are not required to pay 30 percent of their income towards the rent or mortgage payment. However, if they are able, clients should pay a portion of their housing costs as any portion paid by the tenant does not count against the 21-week STRMU benefit ceiling.
- e. Late fees and other penalties may be paid if, in the event of nonpayment, the household is at risk of eviction or loss of housing.
- f. Assistance for Mobile Homes
1. Assistance can be made to clients who live in mobile homes in limited circumstances as approved by the County.
 2. A rent, mortgage, or utility payment shall be the basis for the assistance, and an applicant shall provide documentation of the payment/expense.
 3. The home shall be permanently attached to ground with utility and sewer connections as well as compliant with local guidelines for mobile homes.
 4. Mobile homes with wheels, capable of being relocated, are considered personal property and therefore are not eligible for STRMU assistance.

- g. STRMU can be used to assist clients that have a lease or rental agreement naming them as a tenant, but who live with an adult family member, under two different scenarios:
 - 1. A client lives with an adult family member, and the entire household is assisted and total household income is taken into consideration to meet HOPWA low-income eligibility guidelines;
 - 2. The client rents a unit/room from the adult family member and a “reasonable accommodation” is determined necessary for the client. (See HUD regulation 24 CFR 82.306(d) in permitting a “person with disabilities,” including persons with HIV/AIDS, to receive benefits when housed with a family member who owns or rents the housing unit if it is determined by a physician that living with the family member is important to the client’s overall health and well-being.) The family’s income is not counted in determining eligibility for a STRMU payment and payments shall be reasonable and similar to comparable units.

III. Housing Quality Standards (HQS)

- A. Units shall be decent, safe, and sanitary. However, inspection of short-term assisted units is not required to meet HOPWA habitability standards.
- B. HUD does not seek to provide subsidies to substandard housing. In the event that the unit is not capable of passing HQS, the Project Sponsor, as part of the housing services plan, should work with the assisted household to either make improvements to the premises or to secure alternative housing.
- C. Units shall have a functioning smoke detector.
- D. Lead-based paint requirements
 - 1. Lead-based paint rules apply when:
 - a. Housing to be assisted was constructed before 1978; and
 - b. Residents will include a pregnant woman or a child 6 years of age or younger.
 - 2. All housing meeting the above criteria must receive a lead-based paint visual assessment before assistance may be provided.
 - 3. Staff shall complete an online training course before they are allowed to perform the lead-based paint visual assessment. Training is required by the U.S. Department of Housing and Urban Development's (HUD) lead-based paint regulation (24 CFR Part 35, et al.). This training can be found at the US Department of Housing and Urban Development website:
<https://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>

4. Documentation of the completion of the Visual Assessment Training shall be kept in the employee personnel file.
5. Studio units are exempt from lead-based paint requirements.

IV. Payment

1. This is a Fixed-Price (unit rate), and Cost Reimbursement contract. The County will pay the Project Sponsor for the delivery of service units provided in accordance with the term of this contract.
2. The Project Sponsor shall provide monthly invoices with complete supporting documentation for all services units billed.
3. Fixed-Price (unit rate) - STRUM
 - a. The Project Sponsor will be paid a fixed-price rate of \$25.00 per check issued for an allowable STRMU expense.
 - b. The Project Sponsor shall submit a fixed-price unit rate invoice with supporting documentation that shall include the approved County invoice form and required reports from Provide Enterprise.
 - c. A complete reimbursement package for this category shall include copies of checks to landlords, utility companies, or mortgage companies **or** an accounting journal printout and the following information (as applicable):
 - i. Client ID Number;
 - ii. Reimbursement Type (Utility, Mortgage, Lease);
 - iii. Period being paid;
 - iv. Cumulative number of days paid in STRUMU;
 - v. Landlord's name/Mortgage Company/Utility Company;
 - vi. Payment amount;
 - vii. Check number;
 - viii. Check date
4. Fixed-Price Unit Rate – Case Management
 - a. Case Managers will be paid at a fixed-price rate of **\$10.83** per unit for services related to STRMU. A unit of service is a quarter-hour (15 minutes).
 - b. The Project Sponsor shall submit a fixed-price unit rate invoice for Case Management with supporting documentation that shall include the approved County invoice form and required reports from Provide Enterprise.

c. The following requirements apply for Fixed-Price Unit Rate reimbursement:

- i. Total daily billing claims for the activities of an individual staff member may not exceed the number of units of service equivalent to the amount of time worked by the staff member for the day.

5. Cost Reimbursement

a. The County will pay the Project Sponsor for all costs incurred, more specifically as described below, in accordance with the terms and conditions of this contract. Cost reimbursement expenses shall be directly related to services associated with the approved service category.

b. The budget cost reimbursement invoice shall include the following:

i. **Salaries.**

1. For any position that is fully or partially paid for from HOPWA funding, the total of all work time of that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
2. The Project Sponsor shall submit copies of all payroll data such as employee time-sheets and payroll ledgers with time allocation, if applicable.

ii. **Fringe Benefits.**

1. The Project Sponsor shall provide the backup and the list of the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement.
2. The fringe benefits shall be directly proportional to that portion of personnel costs that are allocated for this project.

iii. **Staff Mileage.** For local travel, the mileage rate, number of miles, reason for travel, and staff member(s)/Client (s) completing the travel shall be outlined.

iv. **Office Supplies.**

1. List the items that the project will use. In this category, separate office supplies from medical and educational purposes. Office supplies may include paper, pencils, etc.; medical supplies may include blood tubes, plastic gloves, etc.; and educational supplies may include pamphlets and educational videotapes. Note that each must be listed separately.
2. Copies of paid invoices showing the cost of items purchased and proof of payment.

v. **Equipment.**

1. List equipment cost, copy of invoice and proof of payment.
2. Extensive justification and a detailed status of current equipment shall be provided when requesting funds for the purchase of items meeting the definition of equipment (a unit cost of \$5,000 (five thousand dollars) or more and a useful life of one (1) or more years). For example, items such as computers and furniture.

vi. **Other Expenses.** List all direct costs incurred that do not fit into any other category.

vii. **Total Operating (Direct Cost) Expenses.** All costs listed above shall be considered as operational expenses/direct costs.

viii. **Administrative Expenses.**

1. There will be an administrative cost cap that shall not exceed seven percent (7%) of the contractual amount expended. Indirect costs shall be included as part of the administrative costs.
2. All expenses submitted under this category shall be related to the administrative costs which shall include, but not be limited to, executive, clerical and bookkeeping payroll, rent, office equipment, phone, and insurance.

6. Completed invoices shall include a copy of the current month requested expenditures, and copies of invoices with documentation evidencing proof of payment. All expenses shall require necessary supporting documentation and sufficient detail to verify and validate that the expenses were incurred. All requests for authorized expenses shall be submitted to the County's office and will be processed for payment only after documentation has been verified for completeness.
7. All financial transactions and invoices shall be on a reimbursement basis only as documented by receipts, travel vouchers, timesheets, etc., with proof of payment. The County will review program expenditures to ensure that funds are expended by the end of the grant year to promote the efficient use of all resources and prevent the reversion of funds to the federal government.
8. The County will not pay more than twenty-five percent (25%) of the contract amount per quarter, as identified in the approved budget, without permission from the County. If the contract amount is decreased, the remaining quarterly allocations will be decreased proportionately.

Permanent Housing Placement, Scope of Services

I. Definition and Purpose

Permanent Housing Placement (PHP) is an eligible supportive service activity under the HOPWA regulations found at 24 CFR 574.300. The purpose of this program is to provide assistance to help establish permanent residence when continued occupancy is expected.

II. Eligibility

A. Client Eligibility

Individuals seeking services for this category shall have an eligibility established in Provide Enterprise. Eligibility shall demonstrate client eligibility as:

1. Low-income (below 80% of area median income)
2. Documented HIV/AIDS status (confidentiality must be maintained)

B. Permanent Housing Placement Eligibility

1. Eligible Expenses

- a. Costs associated with locating housing:
 1. Housing referral;

2. Tenant counseling, such as understanding a residential lease and its obligations or mediation of disputes.
- b. Costs associated with placement in housing:
 1. Application fees and credit check expenses;
 2. First month's rent and security deposit not to exceed two (2) months of rent costs, including security deposits and fees for credit checks;
 3. One-time utility connection fees and processing costs.

2. Ineligible Expenses

- a. Moving costs;
- b. Standard furnishings;
- c. Housekeeping/household supplies.

C. Recovery of Deposits

1. Security deposits are program funds that shall be returned to the program when the assisted tenant leaves the unit;
2. Programs shall maintain a record of all security deposits;
3. Good faith effort shall be made to recover program funds upon the departure of the beneficiary from the unit.

III. Payment

1. This is a Fixed-Price (unit rate), and Cost Reimbursement contract.
2. The Project Sponsor shall provide monthly invoices with complete supporting documentation for all services units billed.
3. Fixed-Price (unit rate) - PHP
 - a. The Project Sponsor will be paid a fixed-price rate of \$25.00 per check issued for an allowable PHP expense.
 - b. The Project Sponsor shall submit a fixed-price unit rate invoice with supporting documentation that shall include the approved County invoice form and required reports from Provide Enterprise.
 - c. A complete reimbursement package for this category shall include copies of checks to landlords or utilities **or** an accounting journal printout and the following information:

- i. Client ID Number;
- ii. Reimbursement Type (Utility, Lease, etc);
- iii. Period being paid;
- iv. Landlord's name/Utility Company;
- v. Payment amount;
- vi. Check number;
- vii. Check date

4. Fixed-Price Unit Rate – Case Management

- a. Case Managers will be paid at a fixed-price rate of **\$10.83** per unit for services related to PHP. A unit of service is a quarter-hour (15 minutes).
- b. The Project Sponsor shall submit a fixed-price unit rate invoice for Case Management with supporting documentation that shall include the approved grantee invoice form and required reports from Provide Enterprise.
- c. The following requirements apply for Fixed-Price Unit Rate reimbursement:
 - i. Total daily billing claims for the activities of an individual staff member may not exceed the number of units of service equivalent to the amount of time worked by the staff member for the day.

5. Cost Reimbursement

- a. The County shall pay the Project Sponsor for all costs incurred, more specifically as described below, in accordance with the terms and conditions of this contract. Cost reimbursement expenses shall be directly related to services associated with the approved service category.
- b. The budget cost reimbursement invoice shall include the following:
 - i. **Salaries.**
 - 1. For any position that is fully or partially paid for from HOPWA funding, the total of all work time of that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
 - 2. The Project Sponsor shall submit copies of all payroll data such as employee time-sheets and payroll ledgers with time allocation, if applicable.
 - ii. **Fringe Benefits.**

1. The Project Sponsor shall provide the backup and the list of the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement.
 2. The fringe benefits shall be directly proportional to that portion of personnel costs that are allocated for this project.
- iii. **Staff Mileage.** For local travel, the mileage rate, number of miles, reason for travel, and staff member(s)/Client (s) completing the travel shall be outlined.
- iv. **Office Supplies.**
1. List the items that the project will use. In this category, separate office supplies from medical and educational purposes. Office supplies may include paper, pencils, etc.; medical supplies may include blood tubes, plastic gloves, etc.; and educational supplies may include pamphlets and educational videotapes. Note that each must be listed separately.
 2. Copies of paid invoices showing the cost of items purchased and proof of payment.
- v. **Equipment.**
1. List equipment cost, copy of invoice and proof of payment.
 2. Extensive justification and a detailed status of current equipment shall be provided when requesting funds for the purchase of items meeting the definition of equipment (a unit cost of \$5,000 (five thousand dollars) or more and a useful life of one (1) or more years). For example, items such as computers and furniture.
- vi. **Other Expenses.** List all direct costs incurred that do not fit into any other category.
- vii. **Total Operating (Direct Cost) Expenses.** All costs listed above shall be considered as operational expenses/direct costs.
- viii. **Administrative Expenses.**
1. There will be an administrative cost cap that shall not exceed seven percent (7%) of the contractual amount expended. Indirect costs shall be included as part of the administrative costs.

2. All expenses submitted under this category shall be related to the administrative costs which shall include, but not be limited to, executive, clerical and bookkeeping payroll, rent, office equipment, phone, and insurance.
6. Completed invoices shall include a copy of the current month requested expenditures, and copies of invoices with documentation evidencing proof of payment. All expenses shall require necessary supporting documentation and sufficient detail to verify and validate that the expenses were incurred. All requests for authorized expenses shall be submitted to the County's office and will be processed for payment only after documentation has been verified for completeness.
7. All financial transactions and invoices will be on a reimbursement basis only as documented by receipts, travel vouchers, timesheets, etc., with proof of payment. The County shall review program expenditures to ensure that funds are expended by the end of the grant year to promote the efficient use of all resources and prevent the reversion of funds to the federal government.
8. The County will not pay more than twenty-five percent (25%) of the contract amount per quarter, as identified in the approved budget, without permission from the County. If the contract amount is decreased, the remaining quarterly allocations will be decreased proportionately.

**FEE SCHEDULE FORM
RFP # Y17-1078-LC**

The Project Sponsor shall provide all labor, equipment, manpower and other resources necessary to provide the services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Fee Schedule Form.

Lot 1 - Support Services/Case Management

| Item Number | Description | Number of Positions Requested | Estimated Quantity | Unit Cost | Total Bid |
|--------------------|---|--------------------------------------|---------------------------|------------------|------------------|
| 1. | Case Management Services (Fixed-Price Unit Rate Reimbursement) Estimated Quantity for a full time case management position shall not exceed 6,840 units a year. | | | \$10.83 | |
| 2. | Case Management Orientation (Flat Fee for the first 30 days from date of hire or as approved by the County) | N/A | | \$5,963 | |
| 3. | Case Management Supervisors (Cost Reimbursement) Under estimated amount, Project Sponsor shall include total amount requested per supervisory position outlined in budget form. Total amount shall include salary, benefits, operating expenses and indirect cost. | | | N/A | |
| 4. | TOTAL of LOT 1 | | | | \$ |

Company Name

Lot 2 - Facility Based Operating Costs

| Item Number | Description | Estimated Quantity | Unit Cost | Total Bid |
|-------------|--|--------------------|-----------|-----------|
| 1. | Daily unit rate per bed/apartment. Rate shall include all operating expenses associated with the facility. | | | |
| 2. | Case Management Services | | \$10.83 | |
| 3. | TOTAL of LOT 2 | | | \$ |

Lot 3 - Tenant-Based Rental Assistance (TBRA)

| Item Number | Description | Estimated Quantity | Unit Cost | Total Bid |
|-------------|--|--------------------|-----------|-----------|
| 1. | Number of estimated checks issued (Fixed-Price Unit Rate Reimbursement) | | \$25.00 | |
| 2. | TBRA payment (Cost Reimbursement) | N/A | N/A | |
| 3. | Case Management Services (Fixed-Price Unit Rate Reimbursement) Estimated Quantity for a full time case management position shall not exceed 6,840 units a year. | | \$10.83 | |
| 4. | TOTAL of LOT 3 | | | \$ |

Company Name

Lot 4 - Short-Term Rent, Mortgage, Utilities (STRUM)

| Item Number | Description | Estimated Quantity | Unit Cost | Total Bid |
|-------------|--|--------------------|-----------|-----------|
| 1. | Number of estimated checks issued (Fixed-Price Unit Rate Reimbursement) | | \$25.00 | |
| 2. | STRUM payment (Cost Reimbursement) | N/A | N/A | |
| 3. | Case Management Services (Fixed-Price Unit Rate Reimbursement) Estimated Quantity for a full time case management position shall not exceed 6,840 units a year. | | \$10.83 | |
| 4. | TOTAL of LOT 4 | | | \$ |

Lot 5 - Permanent Housing Placement (PHP)

| Item Number | Description | Estimated Quantity | Unit Cost | Total Bid |
|-------------|--|--------------------|-----------|-----------|
| 1. | Number of estimated checks issued (Fixed-Price Unit Rate Reimbursement) | | \$25.00 | |
| 2. | PHP Payments (Cost Reimbursement) | N/A | N/A | |
| 3. | Case Management Services (Fixed-Price Unit Rate Reimbursement) Estimated Quantity for a full time case management position shall not exceed 6,840 units a year. | | \$10.83 | |
| 4. | TOTAL of LOT 5 | | | \$ |

Company Name

Lot 6 -Supported Housing Services

| Item Number | Description | Estimated Quantity | Unit Cost | Total Bid |
|--------------------|--|---------------------------|------------------|------------------|
| 1. | Number of estimated checks issued (Fixed-Price Unit Rate Reimbursement) | | \$25.00 | |
| 2. | Supported Housing Services Payments (Cost Reimbursement) | N/A | N/A | |
| 3. | Case Management Services (Fixed-Price Unit Rate Reimbursement) Estimated Quantity for a full time case management position shall not exceed 6,840 units a year. | | \$10.83 | |
| 4. | TOTAL of LOT 6 | | | \$ |

Lot 7 - Other Eligible Activity Under 24 CFR 574.300

This form shall be completed for all requested funding that does not fit under the Tenant Based Rental Assistance, Short-Term Rent, Mortgage and Utility Assistance (STRUM), Facility-Based Operating Cost, Supported Housing Services or Support Services /Case Management.

| Item Number | Description | Total Bid |
|--------------------|--------------------|------------------|
| 1. | Total Project Cost | |

Company Name

Funding Methodology

If the total amount of funded awards exceed the total amount available under the HOPWA program, all awards shall be reduced by an equal amount in order to reach the amount of funding available.

Example:

HOPWA Funding: \$4M

Total Estimated Awards: \$4.6M

| Project Sponsor | Award | Adjusted Award | Decrease |
|------------------------|--------------|-----------------------|-----------------|
| Project Sponsor A | \$1.0M | \$0.87M | -13% |
| Project Sponsor B | \$1.3M | \$1.13M | -13% |
| Project Sponsor C | \$1.1M | \$0.96M | -13% |
| Project Sponsor D | \$1.2M | \$1.04M | -13% |
| Total | \$4.6M | \$4.0M | -13% |

Company Name

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

RFP Number & Title: Y17-1078-LC, HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS, PROGRAM GRANT CONTRACT

Proposers shall list **all** subcontractors to be used regardless of racial or gender grouping. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation and M/WBE designation or majority (non-M/WBE owned company.) Designations are: MBE-BM (Black Male); M/WBE-BF (Black Female); MBE-HM (Hispanic Male); M/WBE-HF (Hispanic Female); MBE-NAM (Native American Male); M/WBE-NAF (Native American Female); MBE-AM (Asian Male); M/WBE-AF (Asian Female); and WBE-WF (White Female). Provide **all** information requested. Use additional sheets if necessary.

Will your firm perform all the work with your own forces? Yes ____ No ____ (If no complete the form below)

| Name of Subcontractor | Address | Type of Work to be Performed | Percent of Contract Amount to be Subcontracted | M/WBE Designation Or Majority Owner |
|-----------------------|---------|------------------------------|--|-------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: _____

Signature: _____

Date: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- [] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- [] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- [] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

| Name | Title | Telephone Number/Email |
|------|-------|------------------------|
| | | |
| | | |
| | | |

| | |
|--------------------|--------|
| _____ | _____ |
| (Signature) | (Date) |
| _____ | |
| (Title) | |
| _____ | |
| (Name of Business) | |

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is _____

DRUG-FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Proposer's Signature

Date

E VERIFICATION CERTIFICATION

Contract No.Y17-1078-LC

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y17-1078-LC, Housing Opportunities for Persons with AIDS Program Grant Contract**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Procurement Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ YES ___ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

For Staff Use Only:

Date Submitted _____
Date Updated _____
Bid Number # _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder
Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee 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 great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC

agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|-----------------------------------|-------------------------------------|-------------------------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL EXPENDED THIS REPORT | | | \$ |

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date

Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal) _____
Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT**
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
9. **AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
10. **WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
11. **OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
12. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
13. **CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
14. **AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Name Of Additional Insured Person(s) Or Organization(s) |
| <i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i> |
| YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS; |
| AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED; |
| STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED; |
| ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS: |
| |
| |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Name Of Additional Insured Person(s) Or Organization(s) |
| ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 nd FLOOR ORLANDO, FL 32801 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801

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EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2nd FLOOR
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

CONTRACT #Y17-1078-LC

THIS HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM GRANT CONTRACT (hereinafter "Contract") is entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter referred to as the "the County" or "Agent") with a mailing address of 201 South Rosalind Avenue, Orlando, Florida 32801, and _____ a nonprofit corporation organized under the laws of the State of Florida, with a principal address of _____ (hereinafter referred to as "Project Sponsor")

WITNESSETH:

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has designated the City of Orlando, Florida ("the City") to act as recipient and administrator of funding for the areas of Orange, Seminole, Osceola, and Lake counties, which is referred to as the Orlando Eligible Metropolitan Statistical Area (herein referred to as "EMSA"), under the Housing Opportunities for Persons with AIDS program (herein referred to as "HOPWA"), as authorized by the AIDS Housing Opportunity Act (42 U.S.C. §12901), as amended; and,

WHEREAS, the purpose of these funds is to provide resources and incentives to devise long term comprehensive strategies for meeting the housing needs of low income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as "AIDS") throughout the EMSA; and

WHEREAS, the City has identified housing assistance for low-income persons with AIDS as a priority need in its Consolidated Plan for Housing and Community Development Programs, and to that end, the City has allocated HOPWA funds for housing assistance; and

WHEREAS, HOPWA funds may be used to assist all forms of housing designed to prevent homelessness including emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings, community residences, and supportive housing services, such as housing case management, in accordance with 24 CFR §574.300; and

WHEREAS, the City has designated the County to serve as a sub-recipient and administer the City's HOPWA Program on behalf of the City through an Intergovernmental Agreement, which authorizes the County's Health Services Department (HSD) to act as the City's Administrative Agent; and

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Project Sponsor and the County agree as follows:

ARTICLE I

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated herein and made a part of this Contract.

ARTICLE II: SERVICES

1. **Scope of Services:** The City has awarded a sub-award, which the Agent will allocate, to the Project Sponsor in the amount of _____ Dollars and No Cents (\$0.00) from Fiscal Year _____ HOPWA funds, CFDA: 14.241, for eligible housing assistance services (“Services”) provided by the Project Sponsor, pursuant to 24 CFR §574.300(b). The Project Sponsor shall render Services within the Orlando EMA during the term of this Contract.

2. **Noncompliance:** Failure to provide Services during the prescribed period will place the Project Sponsor in noncompliance with this Article and may result in possible termination of this Contract and the Project Sponsor being prohibited from applying for grant funds in the future.

3. **Additional Requirements:** The Project Sponsor agrees to conduct an annual assessment of the housing assistance and assure the adequate provision of the supportive services, described in 24 CFR §574.300(b)(7), for individuals assisted with housing under this Contract and submit to the Agent a quarterly report of activities, no later than the fifteenth (15) of the month following the end of the quarter. The Agent will then promptly provide the report to the City.

The Project Sponsor also agrees to comply with 24 CFR §574.310, §574.320, §574.330 and §574.340, as applicable to the services provided under this Contract. If the Project Sponsor is using the Grant Funds to provide housing, the Project Sponsor shall ensure that qualified service providers in the area make available appropriate supportive services to the individuals assisted with housing as required under 24 CFR §574.420.

- a.) **Case Management Services:** If the Project Sponsor is using Grant Funds to provide case management services, the Project Sponsor shall ensure that qualified facility-based agencies are contacted to provide individuals with housing prior to utilizing lodging facilities, such as hotels, motels, and other similar establishments, to provide housing. Proof of such attempts shall be submitted with the request for reimbursement as described in Article III, Section 3 herein. Project Sponsors providing case management shall also comply with attached Scope of Service.

- b.) **Facility Based Housing Assistance:** If the Project Sponsor is using Grant Funds to provide facility based housing assistance, the Project Sponsor agrees to maintain the housing facility in good repair at all times and provide safe and sanitary housing that is in compliance with all applicable State and local housing codes, licensing requirements, and all requirements regarding the condition of the facility and the operation of the facility, and also with 24 CFR §574.310(b)(2) relating to housing quality standards (“HQS”) as applicable to

the services provided under this Contract. The Project Sponsor agrees to allow the Agent to conduct HQS inspections periodically, but in no event no less than once a year. If any deficiencies are found that cause the HQS to fail, the Project Sponsor must remedy these deficiencies within thirty (30) days of notification by the Agent. Furthermore, the Project Sponsor agrees to comply with the minimum use period for any building or structure assisted with HOPWA funds, as set forth in 42 U.S.C. §12907 and 24 CFR §574.310(c). If applicable, the Project Sponsor shall comply with 24 CFR §574.310(d) and (e) relating to Resident Rent Payments and Terminations of Assistance. Project Sponsors providing this service shall also comply with attached Scope of Service.

- c.) Tenant-Based Rental Assistance: If the Project Sponsor is using Grant Funds to provide tenant-based rental assistance (“TBRA”), the Project Sponsor agrees to comply with all applicable provisions set forth in 24 CFR Part 574. Project Sponsors providing this service shall also comply with attached Scope of Service.
- d.) Short-Term Rent, Mortgage and Utility Assistance: If the Project Sponsor is using Grant Funds to provide short-term rent, mortgage and utility (“STRMU”) assistance, the Project Sponsor agrees to comply with all applicable provisions set forth in 24 CFR Part 574. Project Sponsors providing this service shall also comply with attached Scope of Service.
- e.) Permanent Housing Placement Assistance: If the Project Sponsor is using Grant Funds to provide permanent housing placement assistance, the Project Sponsor agrees to comply with all applicable provisions set forth in 24 CFR Part 574. Project Sponsors providing this service shall also comply with attached Scope of Service.

ARTICLE III: FUNDING

1. **Expenditure of Funds**: The Project Sponsor shall use the funds for eligible expenses permitted under the AIDS Housing Opportunity Act, the HOPWA regulations as set forth in 24 CFR Part 574, and in accordance with the Budget, including administrative costs which shall not exceed seven-percent (7%) of the total Contract amount and made part hereof by this reference. The Agent may require a more detailed budget breakdown than the one contained herein, and the Project Sponsor shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the Agent. If the Contract amount is increased or decreased at any time during the Contract term, the Project Sponsor shall provide a revised budget within thirty (30) days of the funding change. Expenditures shall be directly attributable to the provision of housing assistance services and comply within the timeframes set forth in **Exhibit “B”** and paid in accordance with **the terms of the Contract**. The Project Sponsor shall not use any HOPWA funds for any prohibited activities as set forth in 24 CFR Part 574. The Project Sponsor acknowledges and agrees that any funds not used in accordance with permitted HOPWA regulations must be repaid to the Agent, who in turn will repay the City. Project Sponsor may not incur costs

for services related to this Contract after September 30, 2017 without written amendment to this Contract. In accordance with 24 CFR §574.400, the Project Sponsor may not use Grant Funds received under this Contract to replace other amounts made available or designated by State or local governments through appropriations for purposes as contemplated under this Contract.

2. **Grant Award:** Until otherwise provided with written notification from the Agent, the Project Sponsor shall not be authorized to incur costs exceeding the amount issued by the Agent on the Delivery Order (“DO”). The Agent shall notify the Project Sponsor of any change to this dollar amount in writing in the form of a DO. In no event, shall a DO authorize the reimbursement of costs exceeding the total contract award.

Any increase to the total Grant award for this Contract shall require approval from the City and an amendment to this Contract which shall be in writing and executed by the Agent and the Project Sponsor.

Requests for payment or reimbursement that exceed the authorized award amount without an approved DO or executed amendment to this Contract may be denied at the sole discretion of the Agent.

Funding is limited and shall be based on availability. Funding amounts shall not be guaranteed and may be subject to change at the sole discretion of the Agent and/or the City.

3. **Payment Procedures/Reimbursement of Funds:** Payment method under this Contract is on a reimbursement basis only. The Project Sponsor shall maintain sufficient resources to meet any expenses incurred during the period of time between the provision of Services and payment by the Agent. The Project Sponsor shall submit all invoices and/or requests for reimbursement/invoice to the Agent by the tenth (10th) business day of each month. Submittals shall include a completed Cost Reimbursement Line Item Budget Invoice (hereinafter “Invoice”). All requests for reimbursement shall include the applicable Invoice, a copy of the approved annual budget, the current month requested expenditures, and copies of invoices with documentation evidencing proof of payment. All expenses shall require necessary supporting documentation and sufficient detail to verify and validate that the expenses were incurred. Invoices shall be forwarded to the Agent’s office as identified in Article XIII of this Contract and shall be reviewed by the Agent and their fiscal staff for appropriateness and thoroughness. The Agent will approve and disburse funds only after receipt of the Invoice, completion of the work is found to be satisfactory, and performed in compliance with this Contract, and applicable federal, state or local laws, ordinances, or regulations. If, after review of the Invoice, an issue or concern with the sub-recipient is identified, the Agent’s staff shall be responsible for working with the Project Sponsor to resolve the issue or concern. As part of this attempt, the Agent’s staff may request clarification of any unusual, miscellaneous, excessive, or potentially unallowable charge invoiced by the Project Sponsor. If the explanation is sufficient to render a reasonable judgment on whether the cost is allowable, the Agent’s office shall contact the Project Sponsor who shall provide detailed justifications and support. In the event the Project Sponsor fails to provide such justification or clarification, the invoice amount shall be reduced and expenses disallowed. The Agent shall review Program expenditures to ensure that Funds are expended by the end of the Grant year to promote the efficient use of all resources and prevent the reversion of Funds to the federal government.

Invoices submitted to the Agent shall contain a minimum level of information including, but not limited to, the following:

- a) Name of Project Sponsor;
- b) Project Sponsor address;
- c) Date of invoice;
- d) Invoice number;
- e) Period of performance covered by invoice;
- f) Description of goods and services reflected by the billings;
- g) Current period of costs (detail and backup information as specified below);
- h) Project Sponsor contact person with respect to the invoice;
- i) Statement that the expended funds are reasonable, allowable, and allocable;
- j) Statement that the costs are in compliance with the terms and conditions of the Contract; and
- k) A Provide Enterprise report or such additional information as may be requested by the Agent.

The Project Sponsor shall only submit invoices for indirect costs if the Project Sponsor has developed a "Costs Allocation Plan" and has an approved rate from Federal Cognizant Project Sponsor or the non-federal entity may elect to charge "de minimis" rate of ten percent (10%) of modified total direct costs (MTDC), which may be used indefinitely, as described in 2 CFR 200, as applicable Indirect (F&A) costs of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Modifications within each category of the above line-item budget of less than seven-percent (7%) of any permitted line-item are permitted without prior approval by the Agent, so long as notification of such modification(s) are submitted to the Agent. Budget line-item shifts of seven-percent (7%) or more shall require the submittal of a written request, prior review and approval by the Agent.

Failure by the Project Sponsor to provide Invoices in a timely manner, complete and error-free, shall reflect on the administrative performance rating of the Project Sponsor for subsequent funding awards. The Project Sponsor expressly understands that it is liable for, and accepts responsibility for repayment of, any Grant Funds disbursed under the terms of this Contract that may be deemed to have been disbursed in error. Repayment by the Project Sponsor to the Agent shall be within ninety (90) calendar days from the date of demand by the Agent. Failure by the Project Sponsor to comply with this requirement shall be handled in accordance with 2 CFR §200.428.

It is anticipated that the Agent, or its authorized representative, will provide payment to the Project Sponsor within forty-five (45) days from the date of receipt and in accordance with the Local Government Prompt Payment Act, as set forth in Chapter 218, Florida Statutes. Invoices that are incomplete or that fail to include the necessary supporting documentation may result in delay or possible denial of payment. The Agent reserves the right to withhold or deny payment for the Project Sponsor's failure to: (i) provide services that comply with this Contract; (ii) provide any and all required reports and/or documents due from the Project Sponsor as part of this Contract or any modification thereto; or (iii) the Project Sponsor's failure to otherwise comply with all of the terms and conditions set forth herein. The Agent reserves the right to reduce future payments due to the Project Sponsor

by the amount owed to the Agent which is not repaid within ninety (90) days after the Agent's request. The Project Sponsor acknowledges that any remaining unspent Funds awarded for the Grant year shall not be carried over to the following Grant year.

4. **Accounting Standards:** The Project Sponsor's financial management system shall have the capacity to segregate direct costs from indirect costs; establish separate cost centers for each service category to capture allowable (reimbursable) costs; establish separate cost centers for each service category to capture unallowable costs, and the value of donated goods and services, if applicable.

In addition, the Project Sponsor shall incorporate a timekeeping system that identifies employees' time and effort by Service, funding source for each Service category, and documentation for cost allocation.

The Project Sponsor shall provide monthly postings and closing of account records. The Project Sponsor shall be responsible for maintaining an acceptable recordkeeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to the HOPWA funding source.

The Project Sponsor shall have a basic accounting system which identifies the total cost of the Project Sponsor's organization, and the Project Sponsor shall make full use of the Project Sponsor's financial accounting system to separate costs into cost centers.

The Project Sponsor shall be mindful in the establishment of cost centers in its accounting system so as to minimize adjustments and allow many expenses to be assigned directly to the appropriate cost center.

Any cost analysis system shall involve cost cooperation between the fiscal and program staff. Consultation and agreement with organization officials on the structure of general ledger accounts and treatment of each type of cost will facilitate appropriate allocation of costs.

Service categories shall be defined by the Agent in the Contract to allow for Service category cost identification. All activities involved in delivering the service category shall then be identified so that costs related to those activities can be captured in the service category cost center.

ARTICLE IV: PROJECT SPONSOR OBLIGATIONS

1. **Incorporation.** Unless otherwise approved by the Agent, the Project Sponsor shall be and remain for the term of this Contract, and any extension thereafter, a private not-for-profit entity and shall provide evidence of such by furnishing its Internal Revenue Service 501(c)(3) and the State of Florida not-for-profit status documentation as may otherwise be requested by the City or Agent.

2. **Contract Liaison.** The Project Sponsor shall designate a contract liaison, to monitor the Project Sponsor's performance of the provisions set forth in this Contract (hereinafter referred to as "Contract Liaison"). The Project Sponsor shall ensure that the Contract Liaison will be available to meet with the Agent's staff to review activities on an "as

needed” basis, or as otherwise requested by the Agent. Should there be any change in the Project Sponsor’s Contract Liaison; the Agent shall be promptly notified of such change in writing in accordance with Article XIII of this Contract.

3. **Standard Forms.** The Project Sponsor shall utilize all standard forms as attached and incorporated into this Contract by reference. Alternative forms may be used only upon the prior written approval of the Agent.

4. **Training.** The Project Sponsor shall attend any training sessions, including but not limited to, in-person seminars, webinars, etc. that the Agent and/or the City require.

ARTICLE V: GENERAL TERMS AND CONDITIONS

1. **Applicable Laws:** The Project Sponsor agrees to abide by any and all applicable federal or State laws, statutes, ordinances, rules and regulations, whether presently existing or hereafter promulgated. The Project Sponsor agrees to comply with all applicable provisions and regulations of the HOPWA Program and 24 CFR Part 574 and other HUD regulations, as amended from time to time, whether set forth herein or not and any amendments or policy revisions thereto which shall become effective during the term of this Contract. The Project Sponsor shall comply with all other applicable federal or State laws, statutes, ordinances, rules and regulations, including, but not limited to, all applicable provisions of the City’s Land Development Code and Building Codes or Orange County Code, as applicable. The Project Sponsor agrees to execute or amend documents as necessary to be in compliance with all said applicable laws.

2. **Uniform Administrative Requirements and Cost Principles.** The Project Sponsor shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR Part 200 and adopted by HUD at 2 CFR Part 2400. Although 2 CFR Part 200 addresses many requirements, some of the items it addresses includes, but are not limited to, standards for financial and program management, property and procurement standards, performance and financial monitoring and reporting, subrecipient monitoring and management, record retention and access, remedies for noncompliance, FFATA, and closeout. The Project Sponsor is aware and acknowledges that 2 CFR Part 200 and 2 CFR Part 2400 are recent regulatory changes to the administrative requirements and HUD is in the process of developing guidance on their specific requirements. Although this may change the administrative requirements set forth herein, the Project Sponsor shall comply with whatever guidance HUD requires. The Project Sponsor also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, maintain necessary source documentation for all costs incurred, and submit an indirect cost allocation plan in accordance with 2 CFR Part 200, if such plan is required.

3. **Non-Discrimination and Equal Opportunity:** The Project Sponsor shall not discriminate against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap or marital status in the performance of this Contract. The Project Sponsor shall comply with the following: a) the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100 et. seq.; b) Executive Order 11063, as amended by E.O. 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p 307) and implementing regulations at 24 CFR Part 107; c) Title VI of the Civil Rights of 1964 (42 U.S.C. 2000d - 2000d-4) and implementing regulations at 24 CFR Part 1; d) the Age Discrimination Act of 1975 (42 U.S.C. 6101 - 6107) and implementing regulations

at 24 CFR Part 146; e) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8; f) Title II of the Americans With Disabilities Act (42 U.S.C. 12101), et. seq. and 28 CFR Parts 35 and 36; and g) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

The Project Sponsor agrees that compliance with these regulations constitutes a condition of continued receipt of funding. The Project Sponsor agrees that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the regulations. It is expressly understood that, upon receipt of evidence of such discrimination, the Agent shall have the right to immediately terminate this Contract.

4. **Restrictions on Lobbying:** The Project Sponsor shall comply with the restrictions on lobbying set forth in 24 CFR Part 87 and shall execute the Certificate Regarding Lobbying attached as **Exhibit “C”** to this Contract and incorporated herein by reference.

5. **Affirmative Marketing/Fair Housing:** The Project Sponsor shall exercise affirmative fair housing marketing and shall comply with the provisions set forth in 24 CFR Part 5 and §574.603, the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 24 CFR Part 35 and Part 36, as applicable. The Project Sponsor shall adopt procedures to ensure that all persons who qualify for assistance, regardless of their race, color, religion, sex, age national origin, familial status, or handicap, know of the availability of the HOPWA Program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures. The Project Sponsor shall also comply with the City’s affirmative marketing procedures. The procedures are located in the *2016 Update to Analysis of Impediments to Fair Housing, Appendix G* at www.cityoforlando.net/housing/ under *Plans and Reports*.

6. **Conflict of Interest:** In the procurement of supplies, equipment, construction and services, the Project Sponsor shall comply with the conflict of interest rules in 2 CFR Part 200. The Project Sponsor agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards must ensure that no employee, officer or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties, as indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Project Sponsor must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Project Sponsor. If the Project Sponsor has a parent, affiliate, or subsidiary organization, the Project Sponsor must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR Part 200, the Project Sponsor shall comply with the conflict of interest provisions contained in 24 CFR §574.625. Although this summary does not intend to replace §574.625, essentially this rule states that no person who exercises or have exercised any functions or responsibilities with respect to activities assisted with HOPWA funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOPWA assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The “persons” covered in §574.625 include employees, agents, consultants officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of sub-recipients (project sponsors) that are receiving HOPWA funds. The Project Sponsor shall also keep records supporting requests for waivers of conflicts.

The Project Sponsor will disclose in writing any potential conflict of interest to the Agent. By executing this Contract, the Project Sponsor covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Contract or any other interest which would conflict in any manner with this Contract or the performance of the this Contract.

7. **Displacement and Relocation:** The Project Sponsor shall comply and assist the Agent in complying with the provisions of 24 CFR §574.630, “Displacement, relocation, and real property acquisition.” Project Sponsor shall provide to City and Agent, upon request, documentation sufficient in detail to demonstrate compliance with the provisions set forth therein.

8. **Lead Based Paint:** The Project Sponsor agrees that it shall not use lead-based paint in any project and shall comply with 24 CFR §574.635 entitled “Lead based paint.”

9. **Drug Free Workplace.** The Project Sponsor will provide a drug-free workplace and shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace. The Project Sponsor shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit “D”** and made a part hereof by this reference. The Project Sponsor shall ensure that the provisions of the clauses in **Exhibit “D”** are included in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. The Project Sponsor shall complete this certification and a copy shall be kept in the files of each of the parties to this Contract.

10. **Flood Insurance Protection:** If the facility providing services under this Contract is located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Project Sponsor will ensure that flood insurance on the structure is obtained in compliance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.). Evidence of such insurance shall be provided to the Agent upon request.

11. **Environmental Review:** The Project Sponsor shall assist the City in its compliance with environmental review requirements pursuant to 24 CFR Part 58 by providing required information as requested by the City.

12. **Termination of Assistance:** The Project Sponsor shall comply with 24 CFR §574.310(e) regarding any termination of assistance.

13. **Fees Collected:** The Project Sponsor agrees that no fee, except rent, will be charged of any eligible person for any housing or services provided with funding under this Contract, pursuant to 24 CFR §574.430.

14. **Agreement between the Agent and City:** The Project Sponsor agrees that it shall be bound by the terms and conditions contained in the Intergovernmental Agreement between the Agent and City, a copy of which is attached and incorporated hereto by reference as **Exhibit “F”**, under which this Contract is funded and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions contained in this Contract or subsequent to the execution of this Contract by the parties hereto.

15. **Registration and Accountability:** The Project Sponsor agrees to comply with 2 CFR Parts 25 and 170, and to maintain a current registration in the federal System for Award Management (“SAM”) database (<http://www.sam.gov>), formally known as the Central Contractor Registration under 2 CFR § 176.50(c), and provide the Agent with its SAM registration number and legal name as entered into the SAM. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration in SAM. The Project Sponsor shall also complete and sign the Federal Funding Accountability and Transparency Act (“FFATA”) Affidavit attached hereto as **Exhibit “E”** in conjunction with its execution of this Contract, and provide any supporting documentation if required.

16. **Religious Activities:** Project Sponsor is prohibited from using any Grant Funds, provided herein, to support, provide for, engage, or otherwise secure payment of or for any explicitly religious activities involving overt religious content which may include, but shall not be limited to, worship, religious instruction, or proselytization, or in any other manner otherwise prohibited by law. In the event the Project Sponsor engages in explicitly religious activities, such activities must be offered separately, in time or location, from the program or activities sponsored under this Contract and participation by the Clients in such program or activities must be voluntary.

Project Sponsor shall provide written notice to each Client or prospective Client of the program or activities describing the protections provided to them in accordance with 24 CFR§5.109. Any such written notice shall comply with the requirements set forth in 24 CFR § 5.109(g). Project Sponsor shall not, in providing services or carrying out activities with Grant Funds, discriminate against the Client or prospective Client on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Should the Client or prospective Client object to the religious character of the program or activity, the Project Sponsor shall promptly undertake reasonable efforts to identify and refer the Client or prospective Client to an alternate provider to which the Client has no such objection. Project Sponsor shall retain records for any referrals issued relating to this Section. Such records shall include whether the Client or prospective Client was referred to another provider; to which provider the Client or prospective Client was referred; and, unless otherwise requested by the Client or prospective Client, if alternative provider was contacted. If Project Sponsor is unable to identify an alternative provider, Project Sponsor shall promptly notify the Agent, who shall promptly determine whether there is any other suitable alternative provider to which the Client or prospective Client may be referred. Agent may request assistance from the City and/or HUD.

Grant Funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for explicitly religious activities. Grant Funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, Grant Funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Grant Funds. Sanctuaries, chapels, or other rooms that a HOPWA-funded religious congregation uses as its principal place of worship, however, are ineligible for HOPWA-funded improvements. Disposition of the real property after the term of the loan or grant, or any change in use of the property during the term of the grant or loan, is subject to government wide regulations governing real property disposition (2 CFR Part 200).

ARTICLE VI: RECORDS AND CONFIDENTIALITY

1. **Recordkeeping:** The Project Sponsor shall establish and utilize the best accounting practices in the maintenance of all records relating to this Contract. Such practices shall be in compliance with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Project Sponsor's financial activities, in accordance with 2 CFR Part 200 subpart D. All Funds received by the Project Sponsor from the HOPWA Program shall be kept in accounts separate and apart from all other funds and accounts of the Project Sponsor. The Project Sponsor shall establish and maintain separate accounting records for the Project Sponsor's activities with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under the Contract. The Project Sponsor is strictly prohibited from co-mingling HOPWA funds with funds received by the Project Sponsor relating to any other Project Sponsor activity.

2. **Records Management:** In accordance with the requirements set forth in 2 CFR Part 200 and 24 CFR §574.530, the Project Sponsor shall keep orderly and complete records of its accounts and operations pertinent to this HOPWA funding and shall keep these records open to inspection by the Agent, City, and HUD personnel at reasonable hours during the entire term of this Contract after the submission of the Annual Progress Report, including, but not limited to, the following:

- records of Board members by date of appointment, race, sex;
- employee records by job classification, name, date of hire, race, sex;
- demographic records to include client eligibility and residence as it relates to Orange, Seminole, Osceola and Lake Counties.

The Project Sponsor shall in accordance with 24 CFR §574.530 also keep all statistical and financial records for the service provided hereunder during the term of this Contract after the submission of the Annual Progress Report, including source documentation to support how HOPWA funds were expended, which includes, but is not limited to, cancelled checks, paid bills, payrolls, personal activity reports, invoices, schedules containing comparisons, budgeted amounts, actual expenditures, and other documentation as may be required by the Agent to support the expenditures for the service provided hereunder. Any changes in budget line items must be requested in writing and must be approved by the Health Services Department. The Project Sponsor is required to complete IRS form 1099 for all payment to private landlords. Notwithstanding all other

retention requirements set forth in 2 CFR §200.333 (“Retention Requirements for Records”), and as otherwise set forth in this Section, the Project Sponsor shall retain copies of all records relating to this Contract, and the Services related thereto, for a period of no less than five (5) years, or as otherwise required under the State of Florida General Records Schedule (“Retention Period”), from the termination of this Contract. If any litigation, claim or audit is commenced prior to the expiration of the Retention Period, Project Sponsor shall maintain the records until the litigation (including any associated appeals), claims or audit findings have been resolved and for a period equal to the Retention Period thereafter.

The Project Sponsor shall properly secure records while in transit and shall safely store and retain all records including, but not limited to, Client’s records, medical records, files, reports, prescriptions, plans, bills, invoices, or other Client records of any type created by the Project Sponsor, its employees, or contractors pertaining to this Contract and the associated Clients according to 2 CFR §200.337, 24 CFR §574.530, and any other applicable federal and State laws. Records shall not be destroyed without providing prior written notification to the Agent or its designee.

Any person duly authorized by the Agent, City, or HUD shall have full access to and the right to examine any of the said records during the prescribed period. The Project Sponsor shall maintain financial records related to funds paid under this Contract and shall submit a financial report to the Agent within sixty (60) days of the date of termination of this Contract. An independent certified accountant shall audit such reports in accord with applicable federal regulations and 2 CFR Part 200.

3. **Monitoring and Inspections/Access to Records:** In accordance with the requirements set forth in 2 CFR §200.336, all files, records, documents, including financial statements and data, shall be made available for review to the Agent, the City’s Housing and Community Development Department, any auditors, the City’s Office of Internal Audit and Evaluation, Comptroller General, Inspector General, HUD and/or any of their authorized representatives, who shall have access to and the right to audit, examine, inspect, make transcripts or excerpts of any of the above said records, documents or papers related to the activity or to meet any HUD requirements during normal business hours and any other reasonable time requested. This right also includes timely and reasonable access to the Project Sponsor’s personnel for the purpose of interviewing and discussion related to said documents. This same right to review and access will be imposed upon any third party or subcontractor and it is the Project Sponsor’s responsibility to ensure that any contract entered into with third parties contain all necessary clauses and language required by the Agent, City and/or HUD to ensure compliance with this Contract and with all federal, State, and local laws and regulations.

The Project Sponsor shall monitor the progress of the activity covered by this Contract and shall submit appropriate reports to the Agent. The Agent shall monitor the Project Sponsor’s performance and financial and programmatic compliance. The Project Sponsor shall allow on-site monitoring of the facility and its programs on as frequent a basis as the Agent deems necessary and at any other time that may be required by HUD to determine compliance with HOPWA regulations and this Contract. The Project Sponsor shall also furnish and cause each of its own subcontractors, if any, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Agent, City, HUD, or any other authorized official or designee for purposes of investigation to

ascertain compliance with the rules, regulations, and provisions stated herein. This section shall survive termination of this Contract. In the event of any conflict between the provisions of this Article and 2 CFR Part 200, the Federal Code shall take precedence. All records relating to this Contract shall be retained in accordance with the requirements set forth in the Florida State record retention schedule.

4. **Public Records Compliance Requirements:** Project Sponsor agrees to comply with the following:

- a) Project Sponsor shall comply with Florida State public records law and shall maintain all public records required by the Agent and City for services performed under this Contract.
- b) Upon request from the City or the Agent, Project Sponsor shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- c) Project Sponsor shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if Project Sponsor does not transfer the records back to the Agent or City.
- d) In the event Project Sponsor fails to comply with the public records law requirements, Project Sponsor may be subject to penalties under Section 119.10, Florida Statutes.
- e) IF PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PROJECT SPONSOR SHALL CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (INSERT NAME, TELEPHONE NUMBER, ADDRESS AND E-MAIL ADDRESS OF THE RESPONSIBLE INDIVIDUAL.)

5. **Confidentiality:** To the fullest extent permitted by law, the Project Sponsor and the Agent shall not use or disclose any information concerning a participant in the HOPWA Program or recipient of services under this Contract for any purpose not in conformity with 24 CFR §574.440 and any other applicable regulations, federal or State laws, except with the written consent of the recipient, his/her attorney, or his/her responsible parent or guardian.

With regard to HIPAA, Project Sponsor agrees to comply with the following:

- a) As part of the Agent's requirements for HIPAA compliance, the Project Sponsor shall execute the Orlando EMA-Business Associate Agreement (hereinafter "BA Agreement") a copy of which is attached hereto and incorporated into this Contract by this reference as **Exhibit "G"**.

- b) The Project Sponsor shall establish and implement policies and procedures that shall ensure compliance with all State and federal laws and regulations for the protection of confidential Client records and electronic exchange of confidential information. Established policies and procedures relating to the creation and storage of all records shall comply with HIPAA Private and Security Rules, regulations set forth by Centers for Medicare and Medicaid Services (CMS), the Agency for Health Care Administration (AHCA), the Florida Department of Health (DOH), and applicable federal and State laws and local regulations. Such security statements shall include, but not be limited to, the following:
- 1) Areas in which Client contact occurs, the Project Sponsor must allow for exchange of personal health or medical information (personal health or medical information hereinafter collectively referred to as "PHI") in a private and confidential manner;
 - 2) Documentation signed and dated by the Client acknowledging that the Client has been fully informed of his/her HIPAA rights to confidentiality;
 - 3) The existence of a controlled and secured area for storing and maintaining active and inactive Client files and medical records in accordance with HIPAA requirements;
 - 4) That Client records are handled and not removed from the Project Sponsor's premises, unless done so in accordance with the law;
 - 5) Access to Client records is restricted to authorized personnel of the Project Sponsor, Agent or the City and business associates with whom there is a fully executed and current BA Agreement on file;
 - 6) Retention of the original or a certified copy of the Client's records by the Project Sponsor;
 - 7) Client's medical records are not to be left unattended in areas accessible to unauthorized individuals;
 - 8) Access to electronic data is strictly controlled;
 - 9) Client's medical records and or other PHI are released only upon receipt of written authorization that has been signed by the Client or their legal representative;
 - 10) Requests by Clients to review their personal files, including medical records, is honored in a timely fashion and such review is performed in the presence of an authorized Project Sponsor staff member;

- 11) Signed acknowledgments by new employees that they are aware of and understand HIPAA and other confidentiality laws, regulations, and policies (hereinafter “Confidentiality Agreement”) a copy of which shall be in the respective employee file and available to the Agent or City upon request;
- 12) Establishment of security policies and procedures limiting access to confidential modem numbers, passwords, electronic files, and medical records relating to HOPWA, as applicable;
- 13) The development and implementation of HIPAA policies and procedures addressing Client file and medical record identification, copying and faxing, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, and release of information; and
- 14) When applicable, ensuring compliance by the Project Sponsor, its staff members, and Service providers with all HIPAA laws and HUD regulations.

ARTICLE VII: REPORTING

1. **General Requirements:** All reports are subject to on-site verification and monitoring. Failure to submit any and all reports, in a manner deemed acceptable by the Agent or City, by the date(s) and time(s) specified, may result in the Project Sponsor being in breach of this Contract and possibly resulting in termination. Inaccurate, incomplete, or falsified data will, at a minimum, constitute an inadequate report that will not be accepted by the Agent.

Reporting of utilization/demographic data will require the Project Sponsor to use the data management system specified by the City and any custom reports designated by the City. The Project Sponsor shall collect and report to the Agent, and the Agent shall promptly provide such reports to the City. Late submissions and/or failure to comply with Contract reporting requirements shall be deemed as a finding against the Project Sponsor, and shall be considered a breach of contract which may result in termination of this Contract and affect future funding recommendations.

2. **Monthly Report:** The Project Sponsor shall provide the Agent with a monthly status report utilizing Provide Enterprise containing the progress and location of the Project Sponsor’s activities. The monthly status report shall include the following information:

- Clients by Gender and Age
- Clients by Gross Monthly Income
- Clients by Race/Ethnicity
- HOPWA Housing Units (Facility Based Housing only)
- HOPWA Housing expenditures per activity (Short Term rent Mortgage, Utilities (STRMU); Tenant Based Rental Assistance (TBRA); Permanent Housing Placement (PHP); Emergency Housing (EH)
- HOPWA Persons and Families Receiving Housing Assistance/Support Services

3. **Quarterly Status Reports:** The Project Sponsor shall provide the Agent with a quarterly status report containing the progress of the Project Sponsor's activities. The Agent shall then promptly submit report to the City. The quarterly status report shall include the following information for HOPWA housing expenditures per activity for:

- Facility-Based Housing (FB)
- Permanent Housing Placement (PHP)
- Short-Term Rent, Mortgage and Utility (STRMU)
- Supportive Services/Case Management (SS/CM)
- Tenant Based Rental Assistance (TBRA)

Additional reports may be requested by the City or Agent throughout the year. The Project Sponsor must maintain records documenting the total number of clients and the unique identifier of clients to whom services were provided, the type of services and/or actual services performed and the date(s) on which such services were provided, so that an audit trail documenting services is available.

4. HOPWA Consolidated Annual Performance and Evaluation Report (CAPER): The Project Sponsor agrees to submit the HOPWA CAPER to the Agent using the most recent HUD approved HOPWA CAPER form located on the HUD Exchange, www.hudexcahnge.info by **November 17, 2018**. The Agent shall then promptly submit the HOPWA CAPER to the City.

ARTICLE VIII: CLIENT ELIGIBILITY

1. **Screening for Eligibility.** The Project Sponsor shall make all necessary efforts to ensure that Clients are appropriately screened for eligibility under all other pertinent benefits programs. Individuals shall be screened for the HOPWA Program prior to being designated as a Client by the Project Sponsor. Such screening shall include, but not limited to, the following information which must be in the Client's record: (1) the individual shall have a legal address located within Orange County, Osceola County, Seminole County, or Lake County, Florida; (2) verification of income as specified in the HUD income guidelines and (3) the individual must be documented as being HIV positive by either a statement of HIV verification signed by a physician, certified health care worker, or HIV testing site representative; or by Social Security Administrative records indicating the nature of the disability determination; or other relevant federal program records verifying HIV status.

2. **Documentation:** Copies of eligibility documentation (residency status, medical, and income verifications) shall be kept by the Project Sponsor on-site in the Client's file and entered into Provide Enterprise with copies made available to the Agent or City upon request. The Project Sponsor agrees to return any Funds received under this Contract for Services provided to those Clients with incomplete eligibility documentation or for those deemed to be ineligible upon Agent review.

ARTICLE IX: TERM AND TERMINATION

1. **Term:** Unless earlier terminated, this Contract shall be in effect for the period commencing October 1, 201__ and terminate on September 30, 201__. Costs related to this Contract may not be incurred after September 30, 201_ without written amendment to this

Contract. Notwithstanding anything herein to the contrary, the Project Sponsor's obligations to the Agent shall not end until all closeout requirements are completed, including, but not limited to, such things as making final payments, disposing of program assets, retention of records, and use and maintenance requirements for the assets and property. Also, notwithstanding the foregoing, the term of this Contract and the provisions herein shall be extended to cover any additional time period during which the Project Sponsor remains in control of HOPWA funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Contract.

2. **Termination of this Contract:** Except as otherwise set forth herein, either party may terminate this Contract, without cause, thirty (30) calendar days after receipt of written notice of termination by the **other party**. In the event of termination, the Agent shall pay for Services rendered, prorated to the date of termination. If payments were made to the Project Sponsor prior to rendering of such Services, the Project Sponsor shall remit to the Agent all excess money paid, prorated to the date of termination.

It is further agreed that in the event HOPWA funds to finance all or part of this Contract do not become available, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hour notice. Such notice shall be made in writing and delivered to the other party and shall be delivered in accordance with Article XVI, Section 2 of this Contract. If the Project Sponsor breaches any term of this Contract, the Agent may, after consultation with the City and by written notice of breach to the Project Sponsor, terminate the whole or any part of this Contract. Termination as a result of breach of contract shall be upon no less than twenty-four (24) hour notice, and shall be made in writing delivered in accordance with Article XIII.

After receipt of a notice of termination, and except as otherwise directed, the Project Sponsor shall:

- 1) Discontinue providing Services under the Contract on the date and to the extent specified in the notice of termination;
- 2) Place no further orders or subcontracts for materials, services, or facilities relating to this Contract;
- 3) Terminate all orders and subcontracts to the extent that they relate to the performance of the terminated work;
- 4) Handle all property and records as directed by the Agent;
- 5) Prepare all necessary reports and documents required under the terms of the Contract up to the date of termination, including the final report due at the end of the Contract, if any, without reimbursement for Services rendered in completing said reports beyond the termination date; and
- 6) Take any other actions as directed by the Agent in writing.

3. **Termination Requirements:** The Project Sponsor and the Agent will comply with the noncompliance and termination provisions in 2 CFR Part 200. In addition to the remedies for non-compliance in 2 CFR §200.338, and in accordance with 2 CFR §§200.338 and 339, the Agent may suspend or terminate this Contract in whole or in part if the Project Sponsor fails to comply with any terms and conditions of this Contract or upon the occurrence

of any Event of Default or any other breach of this Contract. The Agent can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Contract, under statutory law, equity or under common law. If the Agent terminates this Contract, the Project Sponsor shall also forfeit to the Agent all unexpended monies awarded under the Contract. The Project Sponsor may also be required to refund all HOPWA funds awarded by the Agent.

In accordance with 2 CFR §200.339, the Agent can terminate the Contract with the consent of the Project Sponsor in which case the Project Sponsor and the Agent must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR §200.339(a)(4), the Contract may also be terminated by the Project Sponsor or the Agent with written notification setting forth the reason for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if the Agent determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the Agent may terminate the award in its entirety.

If this award is terminated or partially terminated, the Project Sponsor remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the Agent may have available to it.

4. **No Waiver:** Failure of the Agent to declare a default shall not constitute a waiver of any rights by the Agent. Furthermore, the waiver of any default by the Agent shall in no event be construed as a waiver of rights with respect to any other default, past or present.

ARTICLE X: AUDITING

1. **Audits:** The Project Sponsor shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) as applicable. In accordance with 2 CFR §200.510, the Project Sponsor shall prepare financial statements and schedule of expenditures of federal awards. The Project Sponsor's annual financial statement shall be prepared by an actively licensed public accountant and provided to the Agent within ninety (90) days of the end of its operating year. The Project Sponsor also agrees to allow the Orange County Comptroller, or its designee, and the City's Internal Audit and Evaluation Department to conduct any audits the Agent or the City feels necessary at any time during the term of this Contract or while the Project Sponsor is responsible for any HOPWA funds.

2. **Audit Requirements.** The Project Sponsor agrees to provide certification to the Agent that a single audit was not required and the Project Sponsor shall then submit an Audited Financial Statement. In determining the federal award amounts expended during its fiscal year, the Project Sponsor shall consider all sources of federal awards including federal resources received from the State or other agencies. Audit requirements stipulate that

grantee and sub-grantees that spend \$750,000 or more during their fiscal year in the federal awards must have a single or program-specific audit conducted for that year, in accordance with the provisions of 2 CFR §200.500 subpart F.

- 1) *Single Audit.* A non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in the federal awards must have a single audit conducted, in accordance with 2 CFR§ 200.514, except when the entity elects to have a program-specific audit conducted, in accordance with 2 CFR §200.501(c).
- 2) *Exemption.* When the federal awards expended by the non-federal entity are less than \$750,000 federal awards during the non-federal entity's fiscal year, the non-federal entity is exempt from federal audit requirements for that year, except as otherwise required in 2 CFR §200.503, with relation to other audit requirements. Exemption from audit requirements does not relate to the availability of records for review. The non-federal agency shall have records available for review or audit by appropriate officials of the federal agency, pass-through entity, and Government Accountability Officer ("GAO").

3. **Audit Submission.** Audits shall be submitted to the Agent no later than thirty (30) days after the auditor's report is received by the Project Sponsor. All audits shall be completed no later than one-hundred eighty (180) days after the close of the Project Sponsor's fiscal year, or as specified and in accordance with 2 CFR §200.500, subpart F. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR Part 200 subpart F or the applicable Audited Financial Statements, shall be forwarded to the Agent, with a copy provided to the Orange County Comptroller's Office, at the following:

Orange County, Florida
Attn: Health Services Department
2002-A East Michigan Street
Orlando, Florida 32802-1393

Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802

The Federal Audit Clearinghouse – Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year (FY) end date. Such audits shall be submitted electronically via the following website: <http://harvester.census.gov/fac/collect/ddeindex.html>. Failure to comply with this requirement shall be deemed as a breach of this Contract and may result in the withholding or denial of any requests for payment or reimbursement from the Project Sponsor.

ARTICLE XI: DEFAULTS AND REMEDIES

1. **Events of Default:** The following shall constitute an Event of Default under this Contract:

- (a) if the Project Sponsor fails to provide service(s) in accordance with the terms of this Contract and within the time frames set forth in the Budget;
- (b) if the Project Sponsor fails to comply with any regulations governing HOPWA awards, including, but not limited to, 24 CFR Part 574 or fails to comply with any of the terms contained in this Contract or documents executed in connection therewith;
- (c) if at any time any material representation made by the Project Sponsor, in any certification or communication submitted by the Project Sponsor to the Agent in an effort to induce the making of this grant or the administration thereof, is determined by the Agent or City to be false, misleading, or incorrect in any material manner;
- (d) if the Project Sponsor does not disclose to the Agent, upon demand, the names of all persons with whom the Project Sponsor has provided services to or intends to provide services to, including contracts for services and/or labor;
- (e) if any other default occurs under any of the grant documents executed by the Project Sponsor in connection with this grant by the Agent (herein the "Grant Documents") which is not elsewhere specifically addressed herein, and such default is not cured within the applicable cure period set forth in the Grant Documents, or if there is no cure period set forth, then within fifteen (15) days following the date of notice to the Agent thereof;
- (f) notwithstanding any of the forgoing provisions to the contrary, if the Project Sponsor has failed to cure any default within five (5) days prior to the expiration of any applicable cure period, the Agent or City may, at its sole option, cure such default, provided, however, that the Agent or City shall be under no duty or obligation to do so.

2. **Remedies for Non-compliance.** If the Project Sponsor fails to comply with Federal statutes, regulations, or the terms and conditions of this Contract, the Agent may impose additional conditions as described in 2 CFR §200.207. If the Agent determines that noncompliance cannot be remedied by imposing additional conditions, the Agent may take one or more of the following actions including, but not limited to:

- (a) Temporarily withhold cash payment pending correction of the deficiency or more severe enforcement action by the Agent;

- (b) Disallow both use of Funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award;
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and applicable regulations or recommend such proceedings be initiated by HUD;
- (e) Withhold further federal awards for the project or program;
- (f) Take other remedies that may be legally available including, but not limited to, litigation, declaratory judgment, specific performance, damages, injunctions, enforcement of the Declaration of Restrictive Covenant (if applicable), termination of the Contract, or any other available remedies.

ARTICLE XII: INDEMNIFICATION AND INSURANCE

1. **Indemnification:** To the fullest extent permitted by law, the Project Sponsor shall defend, indemnify, and hold harmless the County, as the HOPWA Grant sub-recipient, its officials, agents, and employees and the City, as the Grantee, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Project Sponsor or its sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County or City. In the event the Project Sponsor is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes.

2. **Insurance:** The Project Sponsor shall have in force the following insurance coverage, if applicable, each of which shall contain a provision which forbids any cancellation, changes or material alterations without prior written notice to the Agent at least thirty (30) days in advance, and will provide Certificates of Insurance to the Agent prior to commencing operations under the Contract to verify such coverage:

- (a) Workers' Compensation - the Project Sponsor shall provide Workers' Compensation Coverage for all employees and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation, for all its employees, and One Hundred Thousand Dollars (\$100,000.00) for Employer's Liability.
- (b) Commercial General Liability - the Project Sponsor shall provide coverage for all Operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit bodily injury and property damage, or its equivalent. The Project Sponsor shall also keep the building or property insured for its fair market value.

- (c) Commercial Automobile Liability - the Project Sponsor shall provide coverage for all owned, non-owned and hired vehicles utilized in the performance of this Contract for limits of not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit bodily injury and property damage, or its equivalent.
- (d) Employee Honesty Insurance - the Project Sponsor shall provide not less than Ten Thousand Dollars (\$10,000.00) coverage limit.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

1. **Sub-award/Sub-recipient Federal Award Agreement Checklist.** In accordance with the requirements of the Federal Code, as more specifically described in 2 CFR §200.331, the Agent shall be responsible for completing the Sub-award/Sub-recipient Federal Award Checklist (“Checklist”), a copy of which is attached hereto as **Exhibit “H”**. The Project Sponsor shall fully cooperate with the Agent in completing the Checklist by promptly providing all necessary information/documentation. Failure by the Project Sponsor to comply with this requirement will be considered a breach of contract and may result in termination of this Contract.

2. **Post-closeout Adjustments and Continuing Responsibilities.** The closeout of the federal award issued to the Project Sponsor under this Contract shall not affect the authority of the Agent to recover Grant Funds from the Project Sponsor, as more specifically described in 2 CFR §200.344. In the event of any conflict between the provisions of this Contract and the Federal Code or the Federal Code section herein referenced, the Federal Code shall take precedence.

3. **Debarment and Suspension.** An executive order was signed by the President directing federal agencies to ensure that federal agencies and any state or other agency receiving federal funds are not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. This process is to avoid the consequences of contracting with agencies that have been debarred from receiving federal funds as stipulated in Executive Order 12549, which refers to Federal Executive Order Number 12549. The Agent will ensure that debarment checks are conducted prior to contracting with any agency and annually thereafter. The Project Sponsor shall provide the Agent with a Dun & Bradstreet Identifier in order to ascertain debarment status. In the event the Project Sponsor is found to have violated any of the provisions described in Executive Order 12549, which refers to Federal Executive Order Number 12549, and Section 17-314 of the Orange County Code, the Project Sponsor may be suspended or permanently debarred from the right to be included on the vendor list as well as having any submitted bid or response from the Project Sponsor rejected. In the event the Project Sponsor enters into any sub-contracts relating to the Services provided under this Contract, the Project Sponsor shall be required to perform the same debarment checks of the respective sub-contractor as was required of the Project Sponsor under this Contract. Under no circumstances shall Grant Funds be awarded to a party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 (“Debarment and Suspension”).

4. **Entire Agreement:** This Contract contains the entire agreement between the parties. This Contract may only be modified in writing, signed by both of the parties hereto.

5. **Venue:** All claims, controversies, or disputes arising out of this Contract shall be settled as required herein or by law in the Ninth Judicial Circuit, Orange County, Florida.

6. **Severability:** It is agreed by and between the parties that if any covenant, condition, or provision contained in this Contract is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, condition or provisions herein contained.

7. **Effective Date:** This Contract shall be effective as of October 1, 20__ (herein the "Effective Date") and Project Sponsor may begin providing services and goods set forth in the Budget on such date.

8. **Assignment/successors and assigns:** The Project Sponsor shall not assign, subcontract, or transfer any interest in this Contract without the prior written consent of the Agent. Any successors and assigns shall also be obligated to comply with the terms of this Contract.

9. **No Partnership or Agency.** All Project Sponsor personnel shall be considered to be, at all times, the sole employees of the Project Sponsor under its sole discretion, and not employees or agents of the County or Agent. Nothing in this Contract is intended to, or shall be construed in any manner as to, create or establish the relationship of master/servant, principal/agent, employer/employee, or joint venture partnership between the County and the Project Sponsor.

10. **Notices:** Whenever by the terms of this Contract, notice shall or may be given to either party such notice shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested to:

AGENT: Orange County, Florida
Attn: Health Services Department
2002-A East Michigan Street
Orlando, Florida 32802-1393

Copy to: Orange County Administrator
P.O. Box 1393
Orlando, Florida 32802-1393

Copy to: Orange County, Florida
Attn: Manager / Procurement Division
P.O. Box 1393
Orlando, Florida 32802-1393

Copy to: The City of Orlando Department of
Housing and Community Development
Attn: Oren Henry, Director
P.O. Box 4990
Orlando, Florida 32802

**PROJECT
SPONSOR: (Insert Project Sponsor)**

11. **Compliance With All Laws:** Notwithstanding anything herein to the contrary, the Project Sponsor shall manage and administer the HOPWA funds consistent with and in compliance with all applicable federal, State, and local laws and regulations.

12. **Supplies and Services:** The Project Sponsor shall use its best efforts to obtain all supplies and services for use in the performance of this Contract at the lowest practicable cost.

13. **Captions:** Titles used throughout this Contract are intended for ease of reference only and are not intended to be dispositive.

14. **Unlawful Compensation:** The Project Sponsor shall comply with all requirements regarding procurement issues as set forth in Chapter 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Company Name

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.,
Procurement Division Manager

Signature

Date

Typed Name

Title

Date

Print Name: _____

Title: Executive Director/President/CEO

Date: _____

Date: _____

EXHIBIT "B"

The Project Sponsor shall spend 30% of funding amount for each Type of Service within the first six (6) months of the date of this Contract and 45% of funding amount for each Type of Service within the first nine (9) months of the date of this Contract. The Project Sponsor must comply with the following time frames provided below as applicable.

| Type of Service | 30% of Funding for Service | Date To Be Spent By (Timeframe) | 45% of Funding for Service | Date To Be Spent By (Timeframe) |
|--------------------------------------|-----------------------------------|--|-----------------------------------|--|
| Supp Svcs/Case Management | | April 1, 20__ | | July 1, 20__ |
| Permanent Housing Placement | | April 1, 20__ | | July 1, 20__ |
| Short-term Rent, Mortgage, & Utility | | April 1, 20__ | | July 1, 20__ |
| Tenant-Based Housing Assistance | | April 1, 20__ | | July 1, 20__ |
| Facility-Based Operating Costs | | April 1, 20__ | | July 1, 20__ |

EXHIBIT "C"
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE
AGREEMENTS.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress an officer or employee of congress or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making on any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Printed name of Authorized Individual

Application or Contract Number

Name and address of Organization:

EXHIBIT "E"

AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report sub-award and executive compensation data regarding their first-tier sub-awards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants. Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, _____ (print name), hereby swear or affirm that:

I read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

_____ I attest that _____(Project Sponsor name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

_____ I attest that _____(Project Sponsor name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If Project Sponsor meets the above threshold, the Project Sponsor MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Signature of President/Executive Director/Board Chair

Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Affidavit was acknowledged before me this ___ day of _____, 20___, by _____ on behalf of _____ (Project Sponsor name) and is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires:

EXHIBIT "D"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Orlando and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that Project Sponsor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the City and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. Project Sponsor will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. Project Sponsor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Project Sponsor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. Project Sponsor's policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - E. Notify the City's Housing Department and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. Project Sponsor shall insert in the space provided on the attached “Place of Performance” form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, zip code and total estimated number of employees). Project Sponsor further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City’s Housing and Community Development Department and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised “Place of Performance” form.

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Project Sponsor: _____

Program Name: Housing Opportunities for Persons With Aids

Grant: _____

Date: October 1, 20____ through September 30, 20____

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the Loan covered by the certification:

Place of Performance (include street address, city, county, state, zip code for each site):

Check ____ if there are work places on file that are not identified here.

ATTEST:

Date: _____

By: _____

Executive Director/President/CEO

EXHIBIT "H"

REQUIRED SUBRECIPIENT INFORMATION

1. Subrecipient name (which must match registered name in DUNS):

2. Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number): _____
3. Federal Award Identification Number (FAIN): _____
4. Federal Award Date (see §200.39 Federal award date): _____
5. Subaward Period of Performance Start Date and End Date: _____ to _____
6. Amount of Federal Funds Obligated by this activity: \$ _____
7. Total Amount of Federal Funds obligated to subrecipient: \$ _____
8. Total Amount of the Federal Award: \$ _____
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):

10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official: U.S. Department of Housing and Urban Development, City of Orlando Housing and Community Development Department, Housing and Community Development Manager, 400 S. Orange Ave, 7th Floor, Orlando, FL, 32802; 407.246.3326
11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award the CFDA number at the time of disbursement:

12. Identification of whether the award is R&D: _____
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A costs)): _____

**ATTACHMENT A
BUSINESS ASSOCIATE AGREEMENT
Between
ORANGE COUNTY, FLORIDA AND INSERT NAME
REGARDING
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
PRIVACY, BREACH AND SECURITY RULES AND THE
FLORIDA INFORMATION PROTECTION ACT (FIPA)**

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2016 by and between, ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the “County”), through its Health Services Department (the “Covered Entity”), and _____ a _____ corporation (the “Business Associate”). The County and Business Associate may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Orange County meets the definitions of a Covered Entity 45 CFR §164.103.

WHEREAS, Orange County has been designated as a Hybrid Entity under the HIPAA Privacy and Security Rules 45 CFR §164.105.

WHEREAS, Orange County, as a Covered Entity, pursuant to 45 CFR §164.105(a)(2)(iii)(D) has documented that Orange County’s Health Services Department is a health care component of the County and as such will be treated as a “Covered Entity.”

WHEREAS, in connection with providing services to the Covered Entity (“Services”) by the Business Associate, the Covered Entity discloses to the Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164.

WHEREAS, the HIPAA Privacy and Security Rules requires that Covered Entity receive adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received in the course of providing Services to or on behalf of Covered Entity; and

WHEREAS, the purpose of this Agreement is to comply with the requirements of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes.

WHEREAS, the County (on behalf the Covered Entity) and Business Associate may have previously entered into, or intend to enter into, a contract for services known as Contract# **YXX-XXX** and the Parties wish to amend that Contract by adopting this Business Associate Agreement,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, agreements and obligations herein stated, the Parties agree as follows:

I. INCORPORATION OF RECITALS

- 1.1 **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.
- 1.2 **HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, Section 501.171, Florida Statutes. Incorporated.**
- 1.3 The Parties hereby incorporated into the Agreement, the requirements and obligations imposed upon them by the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes. To the extent that the Agreement imposed more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes, those more stringent requirements of the Agreement will control.

II. DEFINITIONS. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§160.103, 162.103, 164.103, 164.402, and 164.501, and §501.171, Florida Statutes.

- 2.1 **.Breach.** Breach shall have the meaning given to such term as found in 45 CFR § 164.402, and the Florida Information Protection Act, § 501.171, Florida Statutes.
- 2.2 **Designated Record Set.** A group of records maintained by or for a covered entity that is: (A) The medical records and billing records about individuals maintained by or for a covered health care provider; (B) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (C) Used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.
- 2.3 **Disclosure.** The release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

- 2.4 **Florida Information Protection Act.** Florida Information Protection Act (“FIPA”) codified at Section 501.171, Florida Statutes.
- 2.5 **HIPAA Privacy and Security Rules.** Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
- 2.6 **Individual.** The person who is the subject of PHI, and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 2.7 **Individually Identifiable Health Information.** Information that is a subset of health information, including demographic information collected from an individual, and: (A) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (B) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 2.8 **Party or Parties.** Are the terms the Covered Entity and Business Associate may be referred to in this Agreement, individually or collectively.
- 2.9 **Privacy Officer.** The individual designated by the County or Covered Entity, pursuant to 45 CFR § 164.530, who is responsible for the development and implementation of the Covered Entity’s policies and procedures as they related to the HIPAA Privacy and Security Rules.
- 2.10 **Personal Information.** Personal Information (“PI”) means either of the following:
 - 2.10.1 An individual’s initials, first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - 2.10.1.1 A social security number;
 - 2.10.1.2 A driver’s license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - 2.10.1.3 A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;

- 2.10.1.4 Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
- 2.10.1.5 An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- 2.10.1.6 Any other identifier, as referenced in the Department of Health & Human Services "Safe Harbor Standards"
- 2.10.1.7 The term does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.

2.10.2 A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

2.10.3 The PI provided under this Agreement shall be as more specifically identified in **BAA Attachment "A"** attached hereto and incorporated by this reference.

2.11 **Protected Health Information.** Protected Health Information ("PHI") is individual identifiable health information that is or has been created, received, transmitted or maintained in any form or medium, on or behalf of the Covered Entity, with the exception of education records covered by the Family Educational Rights and Privacy Act, as amend, 20 U.S.C. 1232g, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student's request. The PHI provided under this Agreement shall be as more specifically identified in **BAA Attachment "B"** attached hereto and incorporated by this reference.

2.12 **Required by law.** Required by law shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

- 2.13 **Secretary of HHS.** Secretary of Health and Human Services or any other officer or employee of Health and Human Services (“HHS”) to whom the authority involved has been delegated.
- 2.14 **Security Incident or Incident.** Security Incident or Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI contained in any form or interference with system operations in an information system that contains PHI or PI.
- 2.15 **Use.** Use shall mean the sharing, employment, application, utilization, examination, or analysis of PI or PHI within an entity that maintains such information.

III. SCOPE OF AGREEMENT

- 3.1 **INDEPENDENT STATUS OF PARTIES.** The Parties agree that they are and shall be independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA as it may be amended from time to time. The Parties further agree that they are and shall be responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. The Parties agree that they are and shall independently maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.
- 3.2 Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, the County, including costs and attorneys' fees, resulting from the breach by Business Associate of the confidentiality requirements of this Agreement.

IV. PRIVACY OF PROTECTED HEALTH INFORMATION AND CONFIDENTIALITY OF PERSONAL INFORMATION.

- 4.1 **Permitted Uses and Disclosures of PHI and PI by Business Associate.** Business Associate may use or disclosure PHI and PI received from Covered Entity to its officers and employees. Business Associate may disclose PHI and PI to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PI on its behalf if the Business Associate obtains satisfactory assurances in accordance with 45 CFR §164.504(e)(1)(i) and § 501.171(2) that the subcontractor will appropriately safeguard the information. All other uses or disclosures not authorized by this Agreement or otherwise governed by law are prohibited.

- 4.2 **Responsibilities of Business Associate.** Regarding the use or disclosure of PHI and PI, Business Associate agrees to:
- 4.2.1 Only use or further disclose the PHI and PI as allowable under this Agreement or applicable law.
 - 4.2.2 Only use or further disclosure PHI and PI in a manner that would not violate the HIPAA Privacy and Security Rules or FIPA if done so by the Covered Entity.
 - 4.2.3 Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PI for mitigating to the greatest extents possible under the circumstances any deleterious effects from any improper access, use, or disclosure of PHI and PI that Business Associate reports to Covered Entity. Safeguards shall include, but are not limited to, the implementation and use of electronic security measures to safeguard electronic data, requiring employees to agree to access, use, or disclose PHI and PI only as permitted or required by this Agreement and taking related disciplinary action for inappropriate access, use or disclosure as necessary.
 - 4.2.4 Report to Covered Entity's Privacy Officer, in writing, any suspected or confirmed access, use or disclosure of PHI or PI, regardless of form, not permitted or required by this Agreement of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such unauthorized use or disclosure.
 - 4.2.5 Ensure that Business Associate's subcontractors or agents to whom Business Associate provides PHI or PI, received from, created, or received by the Business Associate on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PI, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PI that it creates receives, maintains, or transmits on behalf of Covered Entity.
 - 4.2.6 In order to determine compliance with HIPAA Privacy and Security Rules and FIPA, the Business Associate must make its records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the Covered Entity's compliance with the HIPAA Privacy and Security Rules,

and also, with the State of Florida, Department of Legal Affairs to determine the Covered Entity's compliance with FIPA.

- 4.2.7 Use or disclosure to its subcontractors, agents, other third parties, and Covered Entity, only the minimum PHI and PI necessary to perform or fulfill a specific function required or permitted hereunder.
- 4.2.8 Provide information to Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from Covered Entity, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.
- 4.2.9 At the request, of, and in the time and manner designated by Covered Entity, provide access to the PHI and PI maintained by Business Associate to Covered Entity or individual, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.
- 4.2.10 At the request, of and in the time and manner designated by Covered Entity, make any amendment(s) to the PHI and PI when directed by Covered Entity, if Business Associate maintains a Designated Record Set on behalf of Covered Entity.
- 4.2.11 Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PI Business Associate creates, receives, maintains or transmits on behalf of Covered Entity.
- 4.2.12 Report to Covered Entity any Security Incident involving PHI and PI that Business Associate discovers.
- 4.3 **Compliance with Covered Entity's Policies.** Business Associate hereby agrees to abide by Covered Entity's policies and practices relating to the confidentiality, privacy, and security of PHI and PI.
- 4.4 **Use of PHI and PI for Management and Administration or Legal Responsibilities of Business Associate.** The Business Associate may use PHI and PI received by the Covered Entity pursuant to this Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

However, Business Associate will only be allowed to use PHI and PI for the aforementioned uses if (A) the disclosure is required by law; or (b) the

Business Associate obtains reasonable assurances from the person to whom the PHI and PI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI or PI.

- 4.5 **Data Aggregation Services.** With respect to PHI and PI created or received by the Business Associate in its capacity as the Business Associate of the Covered Entity, Business Associate may combine such PHI and PI it has received from the Covered Entity with the PHI and PI received by the Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analysis that relate to the health care operation of the respective Covered Entity, if data analyses is part of the Services that Business Associate is to provide to Covered Entity.
- 4.6 **Compliance.** Business Associate agrees to keep all PHI and PI confidential and secure in compliance with the provisions of this Agreement and according to current state and federal laws.

V. CONFIDENTIALITY

- 5.1 In the course of performing under this Agreement, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential (“Confidential Information”) of the other Party.
- 5.2 For purposes of this Agreement, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Agreement. The Parties including their employees, agents, or representatives shall (A) not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement, (B) only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under this Agreement, and (c) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.
- 5.3 This provision shall not apply to Confidential Information: (A) after it becomes publically available through **no fault** of either Party; (B) which is later publically released by either Party in writing; (C) which is lawfully obtained from third parties without restrictions; or (D) which can be shown

to be previously known or developed by either Party independently of the other Party.

VI. SECURITY

- 6.1 **Security of Electronic Protected Health Information and Personal Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI (as defined in 45 C.F.R. §160.103) and PI (as defined by § 501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity consistent with the HIPAA Privacy and Security Rules and FIPA.
- 6.2 **Reporting Security Incidents.** Business Associate will report to the Covered Entity and County's Privacy Officer any Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of Electronic PHI or PI; or (2) (a) modification or destruction of Electronic PHI or PI or (b) interference with system operations in an information system containing Electronic PHI or PI.

VII. REPORTING REQUIREMENTS

- 7.1 **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Agreement.
- 7.2 **To Covered Entity.** The Business Associate will report to the Covered Entity and the County's Privacy Officer, within (2) business days of discovery, any use or disclosure of PHI or PI not provided for in this Agreement of which the Business Associate is aware. The Business Associate will report to the Covered Entity and the County's Privacy Officer within twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware. A violation of this paragraph shall be a material violation of this Agreement. Such notice shall include the identification of each individual whose unsecured PHI and PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

Title: Orange County's Privacy Officer,
Health Services Department
Telephone: (407)836-9214
Fax: (407)836-2856
Address: 2002 A. E. Michigan Street, Orlando, FL 32806
E-Mail: privacy.officer@ocfl.net

- 7.2.1 Reports of Security Incidents shall include a detailed description of each Incident, at a minimum to include the date of the Incident, the nature of the Incident, the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc., and the identities of the individual(s) and their relationship to the Business Associate, a description of the Business's response to each Incident, and the name and title of the individual the Covered Entity should contact for additional information.
 - 7.2.2 Business Associate will conduct such further investigation as is reasonably required by the Covered Entity and promptly advise the Covered Entity of additional information pertinent to the Incident.
 - 7.2.3 Business Associate will cooperate with Covered Entity in conducting any required risk analysis related to such Security Incident(s).
 - 7.2.4 Business Associate will cooperate with Covered Entity in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to §§ 501.171 and 817.5681, Florida Statutes), and in taking steps determined by Covered Entity to be necessary to mitigate any potential harm caused by a Security Incident. Business Associate will pay and/or reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of, and /or mitigating potential harm caused by a Security Incident caused by Business Associate and/or its subcontractors or agents.
- 7.3 **To Individuals.** In the case of a breach of PHI or PI discovered by the Business Associate, the Business Associate shall first notify the Covered Entity and the County's Privacy Officer of the pertinent details of the breach and upon prior approval of the County's Privacy Officer shall notify each individual whose unsecured PHI or PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is

deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the web site of the Business Associate involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PI, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

- 7.4 **To Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons or unsecured PI or more than five thousand (5000) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.
- 7.5 **To HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the Covered Entity to provide notice to the Secretary of HHS, of unsecured PHI and to the State of Florida, Department of Legal Affairs of unsecured PI that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the Covered Entity so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.
- 7.6 **Content of Notices.** All notices required under this Attachment shall include the content set forth 45 C.F.R § 164.404 and FIPA. Notification to individuals except that references therein to a "covered entity" shall be read as references to the Business Associate.

Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following: (1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (2) a description of the types of unsecured PHI and PI that were involved in the

breach (such as full name, social security number, date of birth, home address, account number, or disability code); (3) the steps individuals should take to protect themselves from potential harm resulting from the breach; (4) a brief description of what the covered entity involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches; (5) contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.

- 7.7 **Notice to Credit Reporting Agencies.** In the case of a breach of PI discovered by the Business Associate where the unsecured PI of more than one thousand (1000) individuals has reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall notify all consumer reporting agencies nationwide, that complete and maintain files in accordance with the provisions of § 501.171(5).
- 7.8 **Financial Responsibility.** The Business Associate shall be responsible for all costs related to the notice required by this Section.
- 7.9 **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of use or disclosure of PHI or PI in violation of this Agreement, the HIPAA Privacy and Rules, and FIPA.

VIII. TERMINATION

- 8.1 **Automatic Termination.** Covered Entity is authorized to automatically terminate this Agreement if it determines that the Business Associate has violated a material term of the Agreement.
- 8.2 **Opportunity to Cure or Terminate.** At the Covered Entity's sole discretion, Covered Entity may either; (a) provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach, or end the violation within the reasonable time specified by Covered Entity; or (b) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- 8.3 **Effects of Termination.** Termination of this Agreement shall not affect any claim or rights that arise based on the acts or omissions of the Parties prior to the effective date of termination.
- 8.4 **Duties of Business Associate Upon Termination of Agreement.**

- 8.4.1 When this Agreement is terminated, the PHI and PI that Business Associate received from, created, or received on behalf of Covered Entity must be destroyed or returned to Covered Entity, at the Business Associate's expense, including all PHI and PI in the possession of Business Associate's subcontractors or agents. However, if Business Associate determines that returning or destroying PHI and PI is not feasible, Business Associate must maintain the privacy protections under this Agreement and according to applicable law for as long as Business Associate retains the PHI and PI, and Business Associate may only use or disclose the PHI and PI for specific uses or disclosures that make it necessary for Business Associate to retain the PHI and PI.
- 8.4.2 If Business Associate determines that it is not feasible for Business Associate to return PHI or PI in the subcontractor's or agent's possession, the Business Associate must provide a written explanation to Covered Entity of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractor's or agent's use or disclosure of any PHI and PI retained after the termination of this Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PI not feasible.

IX. MISCELLANEOUS

- 9.1 **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that this Agreement and their activities are governed by federal, state, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security Rules, FIPA, and their accompanying regulations. The Parties further recognize and agree that this Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Agreement accordingly.
- 9.2 **No Third party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.
- 9.3 **Survival.** The rights and obligations of the Parties in Articles IV, V, VI, VII, and Sections 8.4, 9.6, 9.8, 9.9 shall survive termination of this Agreement indefinitely.

- 9.4 **Amendment.** This Agreement may be revoked, amended, changed, or modified only by a written amended executed by both Parties.
- 9.5 **Assignment.** This Agreement, including each and every right and obligation referenced herein, shall not be assigned by the Business Associate without the express prior written consent of the County.
- 9.6 **Enforcement Costs.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable court costs and all expenses, if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such Party or Parties may be entitled. Such enforcement costs shall not be dischargeable in bankruptcy.
- 9.7 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules.
- 9.8 **Indemnification.** Business Associate agrees to defend, indemnify and hold harmless Covered Entity, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying Party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of § 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either Party to assume any liability for the acts, omissions and/or negligence of the other Party.
- 9.9 **Execution/Authority.** Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.
- 9.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.
- 9.11 **Notice.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, or sent via nationally recognized

and receipted overnight courier service, to the Parties at their respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other Party(ies)

County

Director, Health Services/EMS
2002 A E Michigan St
Orlando, FL 32806
(407) 836-7611

Copy to:
Orange County Administrator
Administration Building, 5th Floor
201 S Rosalind Avenue
Orlando, FL 32801

Business Associate

Name
Address
City, State, ZIP

- 9.12 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provision of this Agreement were capable of two constructions, one that rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.
- 9.13 **Successors and Assigns.** Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.
- 9.14 **Venue.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Agreement shall be brought against

any of the Parties in the courts of the State of Florida, County of Orange and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Process in any action or proceeding referred to in the proceeding sentence may be served on any Party anywhere.

- 9.15 **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.
- 9.16 **Entire Agreement.** The original Contract executed by the Parties known as "Contract YXX-XXX", this Agreement, and any addenda or attachments thereto shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

BUSINESS ASSOCIATE AGREEMENT

ATTACHMENT "A"

(Noting all of the Personal Information provided or if none provided indicating "NONE")

BUSINESS ASSOCIATE AGREEMENT

ATTACHMENT "B"

(Noting all of the Personal Health Information provided or indicating "NONE" if none is given.)

Orlando EMSA HOPWA PROGRAM

"AGENCY NAME"
2017 - 2018 BUDGET
FORM F101

TYPE OF SERVICE:
CONTRACT NUMBER:
CONTRACT AMOUNT:
DELIVERY ORDER NUMBER:

| Budget Categories | Budget | Amended Budget | October | November | December | January | February | March | April | May | June | July | August | September | Exp YTD | Available | % Spent |
|--|--------|----------------|---------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|-----------|---------|
| Direct Costs | | | | | | | | | | | | | | | | | |
| Salaries | | | | | | | | | | | | | | | | | |
| Benefits | | | | | | | | | | | | | | | | | |
| Travel | | | | | | | | | | | | | | | | | |
| Supplies | | | | | | | | | | | | | | | | | |
| Equip | | | | | | | | | | | | | | | | | |
| Cell Phone | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| Total Direct Costs | \$0 | \$0 | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Indirect Cost (7% of Direct Cost) | \$0 | \$0 | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL Delivery Order | \$0 | \$0 | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

I certify that the above report is true, accurate and correct reflection of the activities during the reflected period; and that the expenditures reported are made only for items which are allowable and directly related to the purpose of the contract referenced above.

Printed Name, Title

Signature

Date

Form 101 must be submitted to the Agent once Contract is issued and then on a quarterly basis.

Orlando EMSA HOPWA PROGRAM

AGENCY

2017 - 2018 STAFFING PLAN

FORM F102

TYPE OF SERVICE:

CONTRACT NUMBER:

CONTRACT AMOUNT:

DELIVERY ORDER NUMBER:

| DIRECT COST | | | | | | | | | | | | |
|---|----------------------------|--------------------------|-------|-----------------------|----------------|-----|------------------------------|---------------------------------------|-------|------|-------------|--------------|
| Staffing Plan October 2017 - September 2018 | | | | | | | | | | | | |
| Name | Total Salary with Benefits | FTE (% Covered by HOPWA) | Title | Brief Job Description | Facility Based | PHP | Short Term Supported Housing | Supportive Services (Case Management) | STRUM | TBRA | Other Funds | Total Amount |
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| Totals | 0 | | | | 0 | | | | | | 0 | |

Orlando EMSA HOPWA PROGRAM

AGENCY

2017 - 2018 STAFFING PLAN

FORM F103

TYPE OF SERVICE:

CONTRACT NUMBER:

CONTRACT AMOUNT:

DELIVERY ORDER NUMBER:

| INDIRECT COST | | | | | | | | | | | | |
|---|----------------------------|--------------------------|-------|-----------------------|----------------|-----|------------------------------|---------------------------------------|-------|------|-------------|--------------|
| Staffing Plan October 2017 - September 2018 | | | | | | | | | | | | |
| Name | Total Salary with Benefits | FTE (% Covered by HOPWA) | Title | Brief Job Description | Facility Based | PHP | Short Term Supported Housing | Supportive Services (Case Management) | STRUM | TBRA | Other Funds | Total Amount |
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| Totals | 0 | | | | 0 | | | | | | 0 | |

PART 1

ATTACHMENT C

HOPWA
PROPOSAL TITLE PAGE

| Full, Legal Name of Organization | Local Address of Organization |
|----------------------------------|-------------------------------|
| | |

| Administrative Capacity | |
|--------------------------------|------------------|
| Proposed Service(s) | Total \$ Request |
| | |
| | |
| | |
| | |
| | |
| TOTAL | |

| |
|---------------------------------|
| Contact Person (Liaison) |
| Address: |
| Phone Number: |
| Fax Number: |
| E-Mail Address: |

I certify that all of the information contained in this proposal is true and accurate. I further understand that material omission or false information contained in this proposal constitutes grounds for disqualification of the Proposer(s) and this proposal.

| | | | |
|--------------------------------------|----------------------------|-----------------------|----------------------|
| _____ Authorized Signature | _____ Typed Name | _____ Title | _____ Date |
|--------------------------------------|----------------------------|-----------------------|----------------------|

Corporate Seal

OR

Sworn to and subscribed before me this _____

day of _____, 20__

NOTARY PUBLIC, State of Florida at Large

PART 2

HOPWA
PROPOSAL TITLE PAGE

| | |
|---|--------------------------------------|
| Full, Legal Name of Organization | Local Address of Organization |
| | |

| | |
|-------------------------|-------------------------|
| Proposed Service | Total \$ Request |
| | |

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|----------------------------------|
| Contact Person (Liaison): |
| Address: |
| Phone Number: |
| Fax Number: |
| E-Mail Address: |

I certify that all of the information contained in this proposal is true and accurate. I further understand that material omission or false information contained in this proposal constitutes grounds for disqualification of the Proposer(s) and this proposal.

| | | | |
|-----------------------------|-------------------|--------------|-------------|
| _____ | | | |
| Authorized Signature | Typed Name | Title | Date |

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|-----------------------|
| <u>Corporate Seal</u> |
|-----------------------|

OR

| |
|--|
| Sworn to and subscribed before me this _____ day of _____, 20__ NOTARY PUBLIC, State of Florida at Large |
|--|