





Interoffice Memorandum

AGENDA ITEM

February 27, 2020

TO: Mayor Jerry Demings
-AND-
Board of County Commissioners

THRU: Yolanda G. Martinez, EdPhD., PhD., Director 
Health Services Department

FROM: Claudia Yabrudy, Manager 
Fiscal and Operational Support
Contact: (407) 836-6583

SUBJECT: Housing Opportunities for Persons with AIDS (HOPWA)
Consent Agenda – March 10, 2020

The Health Services Department is requesting approval and execution of an agreement between the State of Florida, Department of Health, and Orange County Board of County Commissioners, for the Housing Opportunities for Persons with AIDS (HOPWA) grant program for Fiscal Year 2020. The HOPWA program provides housing and case management services for persons living with HIV/AIDS in Orange, Osceola, Seminole and Lake Counties.

Beginning October 1, 2016, the Health Services Department started administering the HOPWA grant for the City of Orlando. This has allowed clients to move between the Ryan White and HOPWA programs seamlessly and increased coordination between programs to ensure better outcomes, which are goals of the National HIV/AIDS Strategy. This additional HOPWA funding from the State will increase the number of clients the program can serve with housing assistance. The amount of the agreement is \$947,478.

ACTION REQUESTED: Approval and execution of State of Florida Department of Health Standard Contract CFDA No. 14.241 between the State of Florida, Department of Health and Orange County Board of County Commissioners for the administration of the Housing Opportunities for Persons with AIDS (HOPWA) Grant Program for Fiscal Year 2020 in the amount of \$947,478 and authorization for the Mayor or designee to sign any future amendments to this agreement. No county match is required. **(Fiscal and Operational Support Division)**

Attachment

C: Danny Banks, Deputy County Administrator, County Administrator's Office
John Goodrich, Deputy Director, Health Services Department

CONTRACT SUMMARY

This contract action has completed the Department's routing process and has received the required approvals for execution.

| | |
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| Division/CHD/Office: | Division of Disease Control and Health Protection |
| Provider Name: | Orange County Board of County Commissioners |
| Contract Number: | CODRC |
| Original Contract Amount: | \$947,478.00 |
| Total Contract Amount (executed actions): | NA |
| Original Contract Start Date: | 01/01/2020 |
| Contract End Date (executed actions): | 06/30/2020 |

DESCRIPTION OF CONTRACTUAL SERVICES:

Provider will provide housing and support services to eligible clients using trained HOPWA Housing Case Managers. Provider will also plan goals, conduct client eligibility determination and review, designate a representative for participation in the local homelessness planning processes, conduct client satisfaction surveys, generate client data, and submit reports related to performance and progress of the State HOPWA Program.

CONTRACT ACTION:

| | |
|----------------------|--|
| AMENDMENT(Y/N): | AMENDMENT AMOUNT: |
| CHANGE TO TERM(Y/N): | START DATE: END DATE: |
| RENEWAL: | RENEWAL AMOUNT: |
| START DATE: | END DATE: |

DESCRIPTION OF CONTRACT AMENDMENT ACTION:

NA

This contract complies with all of the following requirements:

- A statement of work
- Quantifiable and measurable deliverables
- Performance measures
- Financial consequences for non-performance
- Terms and conditions which protect the interest of the state
- All requirements of law have been met regarding the contract
- Documentation in the contract file is sufficient to support the contract and the attestation (examples: business case; directive to establish contract; subject research and analysis, etc.)
- If the contract is established by way of a competitive solicitation as identified in section 287.057(1), Florida Statutes, the costs of the contract are the most advantageous to the state or offer the best value

BCC Mtg. Date: March 10, 2020

CFDA No. 14.241
CSFA No.STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT Client Non-Client
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the "Department," and Orange County Board of County Commissioners hereinafter referred to as "Provider," and jointly referred to as the "parties."

THE PARTIES AGREE:**I. PROVIDER AGREES:**

- A. To provide services in accordance with the terms specified in Attachment I attached hereto**
B. To the Following Governing Law

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this contract.
2. Federal Law
 - a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
 - b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
 - c. If this contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
 - d. If this contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
 - e. If this contract contains federal funding in excess of \$100,000, Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment II If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
 - f. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this contract by the Department. Provider must use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by Provider. Provider must also include a requirement in subcontracts that the subcontractor must use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this contract who are hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
 - g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60.
 - h. Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this contract.
 - i. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as "HIPAA."
 - j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes to Provider's

W-9 must be made on this website; however, if Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.

- k. If Provider is determined to be a subrecipient of federal funds, Provider must comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal System for Award Management (SAM). No payments will be issued until Provider has submitted a valid DUNS number and evidence of registration (*i.e.*, a printed copy of the completed SAM registration) in SAM to the Contract Manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.

C. Audits, Records (including electronic storage media), and Records Retention

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of six years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of this contract and at the request of the Department, Provider must, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's records and documents related to this contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record keeping requirements are included in all subcontracts and assignments.
6. If Provider is a recipient or subrecipient as specified in Attachment III Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. Maintain separate accounting of revenues and expenditures of funds under this contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider's activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
 - b. Maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) Allowable under the contract and applicable laws, rules, and regulations;
 - 2) Reasonable; and
 - 3) Necessary for Provider to fulfill its obligations under this contract.All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
 - c. Annual Financial Report. Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this contract within 45 days from the end of each contract year, but no later than submission of the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this contract.
 - d. Ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the end of each contract year and the contract end date.
7. Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the public records to the Department. Upon completion of the contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the contract services. If Provider transfers all public records to the Department upon completion of the contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

8. **Coordination of Contracted Services:** Pursuant to section 287.0575(2), Florida Statutes, if a Provider has more than one contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Provider's health and human services contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each contracting state agency and the applicable office or program issuing the contract; b) the identifying name and number of each contract; c) the starting and ending date of each contract; d) the amount of each contract; e) a brief description of the purpose of the contract and the types of services provided under each contract; f) the name and contact information of the contract manager.
 9. **Cooperation with Inspectors General:** To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
- D. Monitoring by the Department and Dispute Resolution:**
1. **Monitoring by the Department:** To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Department's monitoring, the Department may provide Provider with a written report specifying noncompliance and request a Corrective Action Plan to be carried out by the Provider. At its sole and exclusive discretion of the Department, the Department may take any of the following actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, termination of this contract for cause, demand the recoupment of funds from subsequent invoices under this contract, or demand repayment pursuant to the terms set forth in sections I. and V., which are specifically incorporated herein.
 2. **Dispute Resolution:** Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department in writing and submitted to the Provider for review. The decision is final unless the Provider submits a written objection to the Department within 10 calendar days from receipt of the decision. Upon receiving an objection, the Department shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within 7 calendar days from the Department's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by the Provider or the Department concerning this Contract. Nothing contained in this section is construed to limit the parties' rights of termination pursuant to section III.B., below.
- E. Indemnification**
1. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
 2. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**
 3. Nothing in this contract shall be construed to require the Department to indemnify the Provider.
- F. Insurance:** To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State. The Department reserves the right to require additional insurance as specified in Attachment I.
- G. Safeguarding Information:** Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
- H. Assignments and Subcontracts**
1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which will not be unreasonably withheld. Any subcontract,

assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts are allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with this contract, and shall incorporate the terms of the Department's Standard Contract, into any and all subcontracts. Further, no subcontracts shall be entered into without prior written approval of the Department. This contract will bind the successors, assigns, and legal representatives of Provider and any legal entity that succeeds to the obligations of the Department.

2. Provider will be responsible for all work performed and all expenses incurred for this contract. If the Department permits Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services or commodities, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits Provider to subcontract, such permission will be indicated in Attachment I.
 3. The Department will at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the state of Florida, upon prior written notice to Provider.
 4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.
- I. Return of Funds:** Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were paid to Provider by the Department. In the event that Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The Department reserves the right, in its sole and exclusive discretion, to recoup Provider's unearned funds from any invoice submitted under this contract or through collection proceedings.
- J. Transportation Disadvantaged:** If clients are to be transported under this contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Rule Chapter 41-2, Florida Administrative Code. Provider must submit the reports required pursuant to the Department's Internal Operating Procedure (IOP) 56-58-15, Transportation Disadvantaged Procedure.
- K. Purchasing**
1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract (Provider) shall be deemed to be substituted for this agency (the Department) insofar as dealings with such corporation are concerned. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459.
 2. Procurement of Materials with Recycled Content: Any products or materials which are the subject of, or are required to carry out this contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
 3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code.
 4. MyFloridaMarketPlace Transaction Fee:
 - a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
 - b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.
 - c. Vendor will receive a credit for any Transaction Fee paid by Vendor for the purchase of any item, if such item is returned to Vendor through no fault, act, or omission of Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of this contract. Failure to comply with these requirements will constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.
 5. Alternative Contract Source: This contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Rule 60A-1.045, Florida Administrative Code.
- L. Background Screening Requirements and Drug Screening Requirements:**
1. Background Screening Requirements: In the Department's sole and exclusive discretion, it may determine that background screening of some or all of Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively

individuals). In the event background screenings are required under this contract, Provider agrees to the following:

- a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
 - b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
 - c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
2. **Drug Screening Requirements:** Pursuant to section 112.0455, Florida Statutes if the Provider's officers, agents, employees, subcontractors, or assignees (collectively individuals) are assigned to work in a Department designated Safety-Sensitive Class and/or Position, under this contract, then a drug test must be performed prior to the individual being allowed to start work under this contract. If an individual has already been screened by the Provider, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to contract execution. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this contract until they have been cleared by the Department.
- M. Civil Rights Requirements:** Provider must comply with applicable provisions of the Department's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery." A copy will be provided to the Provider upon request.
- N. Independent Capacity of the Provider**
1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract.
 2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
 3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
 4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
 5. Unless justified by Provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider, or its subcontractor or assignee.
 6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.
- O. Sponsorship:** As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (Provider's name) and the State of Florida, Department of Health.*" If the sponsorship reference is in written material, the words "*State of Florida, Department of Health*" will appear in at least the same size letters or type as Provider's name.
- P. Final Invoice:** To submit the final invoice for payment to the Department no more than 45 days after the contract ends or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.
- Q. Use of Funds for Lobbying Prohibited:** Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
- R. Public Entity Crime, Discriminatory Vendor, and Scrutinized Companies**
1. **Public Entity Crime:** Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 2. **Discriminatory Vendor:** Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

3. **Scrutinized Companies:** Provider must comply with the provisions of section 287.135, Florida Statutes as follows:
 - a. If Provider is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, that it is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or that has been engaged in business operations in Cuba or Syria, this contract may be terminated at the option of the Department.
 - b. If Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel this contract may be terminated at the option of the Department.

S. Patents, Copyrights, and Royalties

1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101, are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
 2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance of this contract are the sole property of the state of Florida.
 3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- T. Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.
- U. Electronic Fund Transfer:** Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.
- V. Information Security:** Maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this contract and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. The State of Florida requires that all data generated, used, or stored by the Provider pursuant to this Contract reside and remain in the U.S. and not be transferred outside of the U.S.
- W. Venue and Remedies for Default:**
1. **Venue:** Venue for any legal actions arising from this contract will be in Leon County, Florida, unless the contract is entered into by one of the Department's county health department, in which case, venue for any legal actions will be in the county in which the county health department is located.
 2. **Remedies for Default:** Provider's failure to adhere to the Contract terms and conditions will subject Provider to the remedies set forth in section III. B. 3. below.
- X. Force Majeure:** The Provider may be excused from liability for the failure or delay in performance of any obligation under this Contract for any event beyond the Provider's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike or labor disturbance. Such excuse from liability is effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Provider or its employees, including any subcontracted providers, have not caused such event(s) to occur. If the Provider believes an excusable delay has occurred, the Provider must notify the Department in writing of the delay or potential delay within five business days after its occurrence for review and approval (which will not be unreasonably withheld) and include at a minimum, a description of the delay, date the force majeure event occurred including the duration, and the tasks and deliverables affected by the delay. The Provider will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. All delivery dates under this Contract that have been affected by the force majeure event is tolled for the duration of such force majeure event. If the contract is tolled for any reason, the Provider is not entitled to payment for the days services were not rendered and no financial consequences will be assessed by the Department for that affected task(s) or deliverable. In the event a force majeure event persists for 30 days or more, the Department may terminate this Contract at its sole discretion upon written notice being given to the Provider.

II. METHOD OF PAYMENT

- A. Contract Amount:** The Department agrees to pay Provider for completion of the deliverables as specified in Attachment I, in an amount not to exceed \$947,478.00, subject to the availability of funds. The state of Florida's performance and obligation to pay under Form Revised 1/2020

this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment:

1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
 2. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
 3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to Provider due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
 4. Bonuses: Pursuant to section 215.425, Florida statutes, any bonus scheme implemented by the Provider must: 1) base the award of a bonus on work performance; 2) describe the performance standards and evaluation process by which a bonus will be awarded; 3) Notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and 4) consider all employees for the bonus. A copy of the Provider's policy, ordinance, rule, or resolution, must be submitted to the Contract Manager for review prior to contract funds being allocated for such payment. The Department reserves the right to refuse the Provider's request to allocate any contract funds for the payment of bonuses.
- C. Vendor Ombudsman:** A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

III. PROVIDER CONTRACT TERM

- A. Effective and Ending Dates:** This contract will begin on January 1, 2020 or on the date on which the contract has been signed by both parties, whichever is later. It will end on June 30, 2020.
- B. Termination**
 1. Termination at Will: This contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event this contract is terminated, Provider will be compensated for any deliverables completed prior to the Department's notification to Provider of contract termination.
 2. Termination Because of Lack of Funds: In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than 24 hours' written notice to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds.
 3. Termination for Breach: This contract may be terminated for non-performance upon no less than 24 hours' written notice to Provider. Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. In the event of default, in addition to the Department's right to terminate the contract, the Department may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Department in obtaining replacement services or commodities, investigating, monitoring or auditing, including legal fees, professional fees, consulting fees and witness fees. These remedies shall include offsetting any sums due to the Provider under the Contract, and any other remedies at law or in equity.
- C. Renegotiation or Modification:** Modifications of provisions of this contract will only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

INTENTIONALLY LEFT BLANK

D. Contract Representatives Contact Information:

1. The name, mailing address, and telephone number of Provider's official payee to whom the payment will be made is:

Orange County Board of County Commissioners
2002A E. Michigan Street
Orlando, FL 32806

2. The name of the contact person and street address where Provider's financial and administrative records are maintained is:

Claudia Yabrudy
Orange County Health Services Department
Fiscal and Operational Support Division
2002A E. Michigan Street 407.836.6583

3. The name, address, and telephone number of the Department's Contract Manager is:

Titus Tillman, Jr.
4025 Esplanade Way
Tallahassee, FL 32399-1715
850.901.6818

4. The name, address, and telephone number of Provider's representative responsible for administration of the program under this contract is:

Claudia Yabrudy
Orange County Health Services Department
Fiscal and Operational Support Division
2002A E. Michigan Street 407.836.6583

5. Provide written notice to the other party of any changes in the above contract representative's contact information. Any such changes will not require a formal amendment to this contract.

E. All Terms and Conditions Included: This contract and its attachments and exhibits as referenced, Attachment I, II, III, IV, V, VI, VII, and VIII contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is found to be illegal or unenforceable, the remainder of the contract will remain in full force and effect and such term or provision will be stricken.

IN WITNESS THEREOF, the parties hereto have caused this 36 page contract to be executed by their undersigned, duly authorized, officials, and attest to have read the above contract and agree to the terms contained within it.

PROVIDER: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: *Byron Brooks*

PRINT/TYPER NAME: BYRON BROOKS

TITLE: COUNTY ADMINISTRATOR

DATE: 10 March 2020

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEID# (OR SSN): 59-1101138

PROVIDER FISCAL YEAR ENDING DATE: 9/30

STATE OF FLORIDA, DEPARTMENT OF HEALTH

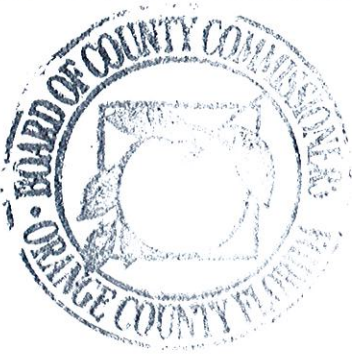
SIGNATURE: *Carina Blackmore*
DocuSigned by: E564AF3A741489

PRINT/TYPER NAME: CARINA BLACKMORE, DVM, PHD, PL ACVPM, STATE EPIDEMIOLOGIST

TITLE: DIRECTOR, DIVISION OF DISEASE CONTROL AND HEALTH PROTECTION

DATE: 3/24/2020

BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL.



ATTACHMENT I

A. Services to be Provided

1. General Description:

- a. General Statement: This contract is for the provision of housing and support services through the Housing Opportunities for Persons With AIDS program.
- b. Authority: Section 381.003, Florida Statutes.

2. Definition of Terms:

- a. Acquired Immunodeficiency Syndrome (AIDS): A condition in which progressive failure of the immune system allows life-threatening opportunistic infections and cancers to thrive.
- b. AIDS Information Management System 2.1 (AIMS 2.1): A web-based system that allows the Department's HIV/AIDS Patient Care Program to monitor and track expenditures monthly and annually for various funding sources.
- c. Case Management File Review Worksheet: Used for State HOPWA Program eligibility review in Provider's database system.
- d. First Time This Year (FTTY): An unduplicated number of newly served clients for the grant year that is reported monthly. Each client is only counted once each grant year (July 1- June 30).
- e. Form HUD-40110-C: The form used to collect data from State HOPWA Program project sponsors for the required Annual Progress Report that provides annual information on program accomplishments that supports program evaluation and the ability to measure program beneficiary outcomes related to maintaining housing stability, preventing homelessness, and improving access to care and support. This form is available on the U.S. Department of Housing and Urban Development website at <https://www.hudexchange.info/resource/1012/hopwa-annual-progress-report-apr-form-hud-40110-c/>.
- f. Housing Opportunities for Persons With AIDS (HOPWA): A national program established by the AIDS Housing Opportunity Act of 1990, and revised under the Housing and Community Development Act of 1992 to provide housing assistance and related supportive services for low-income persons living with HIV/AIDS and their families.
- g. HOPWA Eligibility Module: Included in Provider's database system for State HOPWA Program project sponsors to enter, manage, and monitor client data.

Orange County Board of Commissioners

- h. HOPWA Housing Case Manager: Provider's staff or subcontractor that provides client-centered supportive services focused on maintaining State HOPWA Program eligible clients in their home or shifting people back to a more permanent living situation.
- i. HOPWA Performance Chart: The form used to collect information regarding the planned goals and actual accomplishments for all State HOPWA Program activities to be performed during the contract term.
- j. Housing Plan of Care: A written assessment with the primary goal of assisting the client to achieve independence from HOPWA and live within their financial means.
- k. Local Homeless Coalitions: Organizations that research the size and scope of the problem of homelessness in a community and design effective strategies and solutions to address the problem.
- l. Notice of Eligibility (NOE): A notice that a client has been determined to comply with the required eligibility requirements to receive allowable services from the Department's HIV/AIDS patient care programs (includes HOPWA), and the client's eligibility status is valid for six months from the date on the NOE.
- m. Planned Leveraged Non-HOPWA Funds Form: The form used to collect planned and actual leveraged dollar amounts of non-HOPWA resources, including Housing Choice Vouchers (Section 8), Public Housing Authority units, Supportive Housing for Persons with Disabilities/Elderly, Ryan White HIV/AIDS programs, and other federal, state, local, and private assistance programs and organizations.
- n. Provider's Database System: Software provided by the Orange County Board of Commissioners for managing and monitoring HOPWA services.
- o. Short-Term Rent, Mortgage, and Utility (STRMU): A time-limited, housing subsidy assistance designed to prevent homelessness and increase housing stability. STRMU assistance may be provided for up to 21 weeks in any 52-week period and the amount of assistance varies per client depending on funds available, tenant need, and program guidelines.
- p. State HOPWA Program: A program funded through a U.S. Department of Housing and Urban Development (HUD) HOPWA Formula grant, administered by the Department under the Division of Disease Contract and Health Protection with in the HIV/AIDS Section, Patient Care Unit, and implemented by contract project sponsor agencies and country health departments located in ten (10) Ryan White Part B consortium and planning body areas throughout Florida.
- q. Support Services: Activities in addition to housing services for clients to achieve and maintain housing stability.

- r. Tenant-Based Rental Assistance (TBRA): A rental subsidy program that can be provided to help low-income households access affordable housing and assist in obtaining permanent housing.
 - s. Transitional Housing: Provisional housing used to provide temporary shelter for any individual for no more than 60 days in any six-month period.
3. Clients to be served: Low income individuals with HIV/AIDS who meet the requirements of Florida Administrative Code Chapter 64D-4 (whose eligibility information has been entered into the eligibility module in Provider's database system) and their families. The total household income of a client cannot exceed 80 percent of the median income in the area that they reside.

B. Manner of Service Provision

- 1. Scope of Work: Provider will provide housing and support services to eligible clients using trained HOPWA Housing Case Managers. Provider will also plan goals, conduct client eligibility determination and review, designate a representative for participation in the local homelessness planning processes, conduct client satisfaction surveys, generate client data, and submit reports related to performance and progress of the State HOPWA Program.
 - a. Task List: Provider will perform the following tasks:
 - 1) Prepare and document all planned goals for the contract term into the HOPWA Performance Chart (Attachment __). Submit the completed chart to the Contract Manager within 30 days of contract execution.
 - 2) Prepare a disaster response plan, which includes Provider's plans to ensure client safety during a natural disaster, and submit it to the Contract Manager within 60 calendar days of contract execution.
 - 3) Document all planned expenditures on the Planned Leveraged Non-HOPWA Funds form for the contract term. Submit the completed form to the Contract Manager within 30 calendar days of contract execution.
 - 4) Designate a representative to participate in the planning process organized by the local homeless coalitions, and provide local homelessness advocates with information about HOPWA. Submit the name of the participating representative designated to the Contract Manager within 30 calendar days of contract execution and within 30 calendar days of a new designation in the event of a vacancy.
 - 5) Maintain a minimum number of HOPWA Housing Case Managers as necessary to provide services throughout the contract term. Submit a list of case managers to the Contract Manager within 15

days of contract execution. Fill any vacancy within 30 days of the date of vacancy, update the list, and submit it to the Contract Manager within 30 days of the date the vacancy is filled.

- 6) Ensure the HOPWA Housing Case Managers provide the following services for State HOPWA Program eligible clients throughout the contract term, as applicable:
 - a) STRMU, Permanent Housing Placement, Transitional Housing, or short-term TBRA, including paying invoices in accordance with all state and federal regulations on behalf of the client.
 - b) State HOPWA Program enrollment, counseling, housing information, and referral services to assist a State HOPWA Program eligible client to locate, acquire, finance, and maintain housing; and conducting individual housing assessments and housing plans of care with the goal of promoting long-term housing stability.
- 7) Provide the most up-to-date list of housing assistance resources to all clients each month in a minimum of one of the following methods: pamphlet, posted on a bulletin in view of clients, posted on Provider's website, or another method approved by the Department. Submit by email the current list of housing assistance resources and method used to communicate to clients to the Contract Manager within 20 calendar days following the end of each month, but no later than submission of the monthly invoice.
- 8) Ensure the HOPWA Housing Case Manager determines new clients' State HOPWA Program eligibility to receive services, which includes, at a minimum, the client's current NOE; the following State HOPWA Program eligibility determination requirements: household has at least one person who has HIV or AIDS, total household gross income is less than 80 percent Area Median Income guidelines as defined by HUD, proof of Florida residency, enrollment through a case manager, and verifiable documentation of need for housing assistance as documented on required forms; and comprehensive case notes documenting the delivery of services. Enter the State HOPWA Program eligibility information of each client into the HOPWA eligibility module in Provider's database system each month, within 20 calendar days following the end of each month being reported.
- 9) Upload the following forms into Provider's database system for all HOPWA eligible clients each month, within 20 calendar days following the end of each month being reported:
 - a) Notice of Eligibility (NOE);

Orange County Board of Commissioners

- b) Consent to Release Information;
 - c) Memorandum of Understanding for Confidentiality of Client Information;
 - d) Participation Agreement;
 - e) Participant Right and Responsibilities;
 - f) Income Eligibility Calculation Worksheet;
 - g) Verification of No Income, if applicable;
 - h) Florida HOPWA Program Checklist;
 - i) Application Form for Housing Assistance;
 - j) Client Needs Assessment for Assistance;
 - k) Client Budget Worksheet;
 - l) Housing Plan of Care;
 - m) Worksheet for Calculating the Maximum Subsidy for Resident;
 - n) Landlord Agreement, if applicable;
 - o) Security Deposit Agreement, if applicable;
 - p) Client Agreement for Return of Security Deposit, if applicable;
 - q) Client Housing and Support Service Payment Assistance Worksheet;
 - r) Rent Reasonableness Checklist and Certification, if applicable;
 - s) Disallowance of Increase in Annual Income (Earned Income Disregard), if applicable;
 - t) HOPWA Housing Quality Standards (HQS) Habitability Standards, if applicable;
 - u) Termination of Assistance Letter, if applicable; and
 - v) Participant Conference/Termination Checklist, if applicable.
- 10) Conduct a State HOPWA Program eligibility review using the Case Management File Review Worksheet for a minimum of five

percent of clients that Provider served under this contract each month. Report the eligibility review by creating and submitting a HOPWA Case Management File Review Summary Report to the Contract Manager by email with submission of the monthly invoice.

- 11) Enter the following expenditure data into AIMS 2.1 and generate a State HOPWA Monthly Expenditure and Reimbursement Report. Submit the report to the Contract Manager within 20 days following the end of each month, but no later than submission of the monthly invoice:
 - a. Number of clients served;
 - b. Number of units of services provided; and
 - c. The amount of spending by service categories during the month being reported.
- 12) Enter the following FTTY data into AIMS 2.1 and generate a report on FTTY client demographics. Submit the report to the Contract Manager within 20 days following the end of each month, but no later than submission of the monthly invoice:
 - a. Unduplicated client count;
 - b. The client's race and ethnicity; and
 - c. The client's WICY designation.
- 13) Conduct a survey using the HOPWA Client Satisfaction Survey Form for a minimum of five percent of State HOPWA Program clients. Prepare a report of the survey results and submit it to the Contract Manager by March 20, 2020.
- 14) Document all program accomplishments into the HOPWA Performance Chart for the contract term. Submit the completed chart to the Contract Manager within 20 days of the end of the contract term, but no later than submission of the final invoice
- 15) Prepare an Annual Progress Report using the most recent version of Form HUD-40110-C and submit it to the Contract Manager within 45 days following the end of the contract term, but no later than submission of the final invoice.
- 16) Document all actual expenditures on the Planned Leveraged Non-HOPWA Funds form for the contract term. Submit the completed form to the Contract Manager within 20 calendar days of the end of the contract term, but no later than submission of the final invoice.

- b. Deliverables: Provider must complete or submit the following deliverables in the time and manner specified:
 - 1) Monthly: Provision of HOPWA housing and support services with submission of supporting documentation as specified in Tasks B.1.a.1) through B.1.a.16).

- c. Performance Measures: The deliverables must be met at the following minimum levels of performance:
 - 1) Deliverable B.1.b.1):
 - a) All planned goals for the contract term must be documented on the HOPWA Performance Chart and submitted as specified.
 - b) A disaster response plan must be prepared and submitted as specified.
 - c) All planned expenditures must be documented on the Planned Leveraged Non-HOPWA Funds form and submitted as specified.
 - d) A representative must be designated to participate in the local homelessness planning process as specified.
 - e) The minimum number of HOPWA Housing Case Managers must be maintained and vacancies filled as specified.
 - f) Services for State HOPWA Program eligible clients must be provided by Housing Case Managers as specified.
 - g) An up-to-date list of housing assistance resources must be submitted each month as specified.
 - h) State HOPWA Program eligibility for new clients must be determined by HOPWA Housing Case Managers as specified.
 - i) Forms must be uploaded into Provider's database system for all HOPWA eligible clients as specified.
 - j) A State HOPWA Program review must be conducted using the Case Management File Review Worksheet as specified.
 - k) A State HOPWA Monthly Expenditure and Reimbursement Report must be generated and submitted as specified.
 - l) A report on FTTY client demographics must be generated and submitted as specified.

- m) A survey using the HOPWA Client Satisfaction Survey Form must be conducted for the minimum percentage of State HOPWA Program clients as specified.
- n) All program accomplishments must be documented on the HOPWA Performance Chart as specified.
- o) An Annual Progress Report must be prepared and submitted as specified.
- p) All actual expenditures must be documented on the Planned Leveraged Non-HOPWA Funds form as specified.

2. Financial Consequences: Failure of Provider to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable as follows:

a. Deliverable B.1.b.1):

- 1) Failure to document all planned goals for the contract term on the HOPWA Performance Chart and submit them as specified will result in a five percent reduction of the monthly invoice.
- 2) Failure to prepare and submit a disaster response plan as specified will result in a five percent reduction of the monthly invoice.
- 3) Failure to document all planned expenditures on the Planned Leveraged Non-HOPWA Funds form and submit them as specified will result in a five percent reduction of the monthly invoice.
- 4) Failure to designate a representative to participate in the local homelessness planning process as specified will result in a five percent reduction of the monthly invoice.
- 5) Failure to maintain the minimum number of HOPWA Housing Case Managers as specified will result in a five percent reduction of the monthly invoice.
- 6) Failure of the HOPWA Housing Case Managers to provide services for State HOPWA Program eligible clients as specified will result in a five percent reduction of the monthly invoice.
- 7) Failure to submit an up-to-date list of housing assistance resources each month as specified will result in a five percent reduction of the monthly invoice.

- 8) Failure of the HOPWA Housing Case Managers to determine State HOPWA Program eligibility for new clients as specified will result in a five percent reduction of the monthly invoice.
- 9) Failure to upload forms for all HOPWA eligible clients into Provider's database system as specified will result in a five percent reduction of the monthly invoice.
- 10) Failure to conduct a State HOPWA Program review using the Case Management File Review Worksheet as specified will result in a five percent reduction of the monthly invoice.
- 11) Failure to generate and submit a State HOPWA Monthly Expenditure and Reimbursement Report as specified will result in a five percent reduction of the monthly invoice.
- 12) Failure to generate and submit a report on FTTY client demographics as specified will result in a five percent reduction of the monthly invoice.
- 13) Failure to conduct a survey using the HOPWA Client Satisfaction Survey for the minimum percentage of State HOPWA Program clients as specified will result in a five percent reduction of the monthly invoice.
- 14) Failure to document all program accomplishments on the HOPWA Performance Chart as specified will result in a five percent reduction of the monthly invoice.
- 15) Failure to prepare and submit an Annual Progress Report as specified will result in a five percent reduction of the monthly invoice.
- 16) Failure to document all actual expenditures on the Planned Leveraged Non-HOPWA Funds form as specified will result in a five percent reduction of the monthly invoice.

3. Service Location and Times:

- a. Service Location: Services will be coordinated at Provider's location of Orange County Health Services, 2002-A E. Michigan St., Orlando, FL 32806.
- b. Service Delivery Location: Services will be available to clients in Orange, Seminole, Lake, and Osceola counties.
- c. Service Times: Services must be provided to clients a minimum of eight hours a day, Monday through Friday, excluding state holidays. The eight hours per day must be consecutive and include the core business hours of 9:00 a.m. to 4:00 p.m. in the local time zone.

- d. Changes in Location: Notify the Contract Manager in writing within 30 days of any changes in location that will affect the Department's ability to contact Provider or complete the deliverables under this contract.
4. Staffing Requirements:
 - a. Staffing Levels: Provider must maintain an adequate administrative and organizational structure sufficient to complete the deliverables under the contract.
 - b. Professional Qualifications: Ensure Provider's staff members affiliated with this contract have the education, experience, and training necessary to successfully carry out their duties, including any professional licensure or certification, which may be required by law.
 - c. Staffing Changes: Notify the Contract Manager in writing within 10 days of any staffing changes that will affect Provider's ability to complete the deliverables under the contract.
 - d. Subcontracting: Provider may enter into written subcontracts for performance under this contract with prior written notification to the Department.

C. Method of Payment

1. Payment: This is a cost reimbursement contract. The Department will pay Provider for satisfactory completion of deliverables as specified in Section B.1.b. Provider may seek reimbursement on a monthly basis for the HOPWA housing and support services as specified, not to exceed a total amount of \$947,478.00 for the contract term.
2. Unit of Service: A unit of service will consist of one month completed deliverables, as specified in Section B.1.b. A month of deliverables will include all deliverables due in that month, including any quarterly or annual deliverables scheduled for delivery in a particular month.
3. Invoice Requirements: Provider must submit a properly completed invoice to the Contract Manager within 20 days from the end of each month. The final month's invoice must be submitted within 45 days from the end of each contract year.
4. Supporting Documentation:
 - a. Budget: Attach a copy of the Department approved budget and budget narrative for the initial contract year upon contract execution. Each subsequent contract year, the budget must be submitted to the Contract Manager for approval by May 1. Any revisions to an approved budget or budget narrative must be submitted to the Contract Manager for review and approval prior to implementation.
 - b. Quarterly Financial Report: For the first through third quarters, prepare a quarterly financial report stating, by line item, all expenditures made as a

direct result of services provided through the funding of this contract and submit it to the Contract Manager within 30 calendar days following the end of each quarter. For the fourth quarter of each contract year, submit the financial report as specified in section I.C.6.c. of the Department's Standard Contract.

D. Special Provisions

1. Contract Renewals: This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.
2. Subcontracting: If Provider subcontracts under this contract, subcontractors must be paid within 30 days of receipt of a complete invoice with all necessary documentation for payment. This provision supplements the requirements of Section I.H.4. of the Standard Contract.

END OF TEXT

CERTIFICATION REGARDING LOBBYING

Attachment II

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

Contract # CODRC

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 the connection with the awarding of any federal contract, the making of any federal grant, the making of 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 an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", 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 31 U.S.C. §1352 (1996). 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.

Byron W. Brooks
Signature

10 January 2020
Date

Byron W. Brooks, AICP
Name of Authorized Individual

CODRC
Application or Contract Number

Orange County Board of Commissioners
Name of Organization

201 S. Rosalind Avenue, 5th Floor, Orlando, FL 32801
Address of Organization

ATTACHMENT III

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Health to recipient organization may be federal or state financial assistance as defined by 2 CFR § 200.40 and/or section 215.97, Florida Statutes, and may be subject to audits and/or monitoring by the Department of Health, as described in this section. For this agreement, the Department of Health has determined the following relationship exist:

1. _____ **Vendor/Contractor (215.97(z), F.S.) and (2 CFR § 200.23)**. Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Recipient which is not subject to single audit act compliance requirements for the Federal/State program as a result of this contract agreement.

A vendor/contractor agreement may also be used with an established Service Organization (SO) that is serving as a Third-Party Administrator and in this case, is subject to SSAE18 audit reporting requirements (see Part III. Other Audit Requirements).

2. _____ **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.)**. Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.

3. **Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40)**. Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

Note: A vendor/contractor vs. recipient/subrecipient determination must conclude with the completion of **Exhibit 2** to identify the recipient's audit's relationship with the department.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F (formerly A-133) - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of Health staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDIT GUIDANCE

PART I: FEDERALLY FUNDED

This part is applicable if Recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. If a recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department of Health by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Health. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§ 200.508-512.
3. If a recipient expends less than \$750,000 in Federal awards in its fiscal year, the recipient is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Note: Audits conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract agreement's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of Recipient's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(1)(n), Florida Statutes.

1. If a recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 or thereafter), recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT I** to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If a recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that a recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than state funds).

Note: An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: OTHER AUDIT REQUIREMENTS

This part is applicable to a contractor, vendor and/or provider organization serving as a third-party administrator on behalf of FDOH programs and is classified or determined in the FDOH contract agreement to be a Service Organization (SO).

If the contracted entity is determined to be a Service Organization (SO), the entity must perform an attestation to the Service Organization Controls (SOC) and submit to FDOH a "Statement on Standards for Attestation Engagements (SSAE18) audit report within the assigned timeframe as agreed upon in the SO's contract agreement. The hired Auditor must make an evaluation consistent with the FDOH contract terms and conditions to determine which SSAE18 report types to perform for the required SOC types. Below are the options available for the SSAE18 reports;

TYPES:

1. **SOC 1** – A report on controls over financial reporting.
 - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
 - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

2. **SOC 2** – A report on controls that may be relevant to security, availability, processing Integrity, confidentiality or privacy. These reports are intended to meet the needs of a broad range of users that need detailed information and assurance about the controls at a service organization relevant to security, availability, and processing integrity of the systems the service organization uses to process users' data and the confidentiality and privacy of the information processed by these systems. These reports can play an important role in:
 - Oversight of the organization
 - Vendor management programs
 - Internal corporate governance and risk management processes
 - Regulatory oversight
 - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
 - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

PART IV: REPORT SUBMISSION

1. Copies of single audit reporting packages for state financial assistance (CSFA) and federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512 and section 215.97(2), Florida Statutes**, shall be submitted by or on behalf of recipient directly to:

- A. The Department of Health as follows:

SingleAudits@flhealth.gov

Pursuant to 2 CFR § 200.521, and section 215.97(2), Florida Statutes, recipient shall submit an electronic copy of the reporting package and any management letter issued by the auditor to the Department of Health.

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto and accompanied by the "Single Audit Data Collection Form, Exhibit 4." Files which exceed electronic email capacity may be submitted on a CD or other electronic storage medium and mailed to:

Florida Department of Health
Bureau of Finance & Accounting
Attention: FCAM, Single Audit Review
4052 Bald Cypress Way, Bin B01
Tallahassee, FL 32399-1701.

- B. The Auditor General's Office as follows:

One electronic copy email by or on behalf of recipient directly to the Auditor General's Office at: flaudgen_localgovt@aud.state.fl.us.

One paper copy mail to:

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512** shall also be submitted by or on behalf of recipient directly to each of the following:

- A. The Federal Audit Clearinghouse (FAC), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is: <https://harvester.census.gov/facweb/>

- B. When applicable, other Federal agencies and pass-through entities in accordance with 2 CFR §200.331 and § 200.517.

3. Copies of SSAE18 reports and supporting documents shall be submitted by or on behalf of SO/Third Party Administrator directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

Note: Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this contract shall be submitted timely in accordance with 2 CFR § 200.512 and Florida Statutes, Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 CFR § 500.512 or Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

Recipient shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six years from the date the audit report is issued and shall allow the Department of Health or its designee, the CFO, or the Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

EXHIBIT 1

Contract #: CODRC

Federal Award Identification #: FL19F999

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Agency 1 _____ CFDA# 14.241 Title Housing Opportunities for People living with AIDS \$ 947,477.00

Federal Agency 2 _____ CFDA# _____ Title _____ \$ _____

TOTAL FEDERAL AWARDS \$ _____

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____ Title _____
\$ _____

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____ Title _____
\$ _____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES
\$ _____

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ _____

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ _____

Matching and Maintenance of Effort *

Matching resources for federal Agency(s):

Agency: _____ CFDA# _____ Title _____ \$ _____

Maintenance of Effort (MOE):

Agency: _____ CFDA# _____ Title _____ \$ _____

*Matching Resources, MOE, and Financial Assistance not subject to section 215.97, Florida Statutes or 2 CFR § 200.306 amounts should not be included by recipient when computing the threshold for single audit requirements totals. However, these amounts could be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA). Matching, MOE, and Financial Assistance not subject to section. 215.97, Florida Statutes or 2 CFR § 200.306 is not considered State or Federal Assistance.

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Recipients who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR § 200.500, and/or section 215.97, Florida Statutes, recipients who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Recipients who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.501, and/or section 215.97, Florida Statutes. Recipients who are "higher education entities" as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, recipients who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

For the purpose of single audit compliance requirements, the Recipient has been determined to be:

- Vendor/Contractor not subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- Recipient/subrecipient subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- Exempt organization not subject to 2 CFR § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 CFR § 200.501(h).
- Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract.

For other audit requirements, the Recipient has been determined to be:

- Service Organization (SO) subject to SSAE18 reporting requirements

NOTE: If a recipient is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, it must comply with section 215.97(7), Florida Statutes, and Florida Administrative Code Rule 69I-.5006, [state financial assistance] and 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Recipients who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

1. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. Other fiscal requirements set forth in program laws, rules, and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR § 200.401(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 92; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Recipients who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

1. Section 215.97, Florida Statutes
2. Florida Administrative Code Chapter 69I-5,
3. State Projects Compliance Supplement
4. Reference Guide for State Expenditures
5. Other fiscal requirements set forth in program laws, rules and regulations

This document may be obtained online through the FIHealth website under Audit Guidance. *Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Funding to recipients will be held to applicable legal requirements whether or not outlined herein.

End of Text

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

Part I: Submission to FDOH

Single Audit reporting packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to recipient and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.

Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Bureau of Finance & Accounting, Attention: FCAM, Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1701.

- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2016-17 fiscal year for the City of Gainesville, the document should be entitled 2016 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@flhealth.gov or by telephone to the Single Audit Review Section at (850) 245-4185.

Part II: Submission to Federal Audit Clearinghouse

Click [Here](#) for instructions and guidance to submit the completed SF-SAC report to the Federal Audit Clearinghouse website or click [Here](#) to access the SF-SAC Worksheet & Single Audit Component Checklist Form.

Part III: Submission to Florida Auditor General

Click [Here](#) for questions and other instructions for submitting Single SAC reports to the State of Florida, Auditor General's Office

HOPWA BUDGET

Project Sponsor: Orange County Board of County Commissioner **Contract Period:** January 1, 2020 - June 30, 2020

ADMINISTRATIVE COSTS:

| | <u>Original Allocation</u> | <u>Increase/Decrease</u> | <u>Revised Allocation</u> |
|-----------------------------|----------------------------|--------------------------|---------------------------|
| Administration Total | \$ <u>0.00</u> | \$ _____ | \$ <u>0.00</u> |
| Salary (FTE %) | \$ _____ | \$ _____ | \$ _____ |
| Fringe Benefits | \$ _____ | \$ _____ | \$ _____ |
| Travel | \$ _____ | \$ _____ | \$ _____ |
| Office Expenses | \$ _____ | \$ _____ | \$ _____ |
| Equipment | \$ _____ | \$ _____ | \$ _____ |

DIRECT CARE COSTS:

| Direct Care Category | \$ <u>Original Allocation</u> | \$ <u>Increase/Decrease</u> | \$ <u>Revised Allocation</u> |
|--|--------------------------------------|------------------------------------|-------------------------------------|
| Short-Term Rent (Subcontract) | \$ <u>597,478.00</u> | \$ _____ | \$ _____ |
| Short-Term Mortgage (Subcontract) | \$ <u>100,000.00</u> | \$ _____ | \$ _____ |
| Short-Term Utilities (Subcontract) | \$ <u>100,000.00</u> | \$ _____ | \$ _____ |
| Short-Term Supported Housing Facility (<i>Transitional Housing</i>) (Subcontract) | \$ _____ | \$ _____ | \$ _____ |
| Tenant-Based Rental Assistance (TBRA) (Subcontract) | \$ _____ | \$ _____ | \$ _____ |
| Permanent Housing Placement (<i>Supportive Service</i>) (Subcontract) | \$ <u>150,000.00</u> | \$ _____ | \$ _____ |
| Housing Case Management (<i>Supportive Service</i>) (Subcontract) | \$ <u>0.00</u> | \$ _____ | \$ <u>0.00</u> |
| Salary (FTE %) | \$ _____ | \$ _____ | \$ _____ |
| Fringe Benefits | \$ _____ | \$ _____ | \$ _____ |
| Resource Identification (Subcontract) | \$ <u>0.00</u> | \$ _____ | \$ <u>0.00</u> |
| Salary (FTE %) | \$ _____ | \$ _____ | \$ _____ |
| Fringe Benefits | \$ _____ | \$ _____ | \$ _____ |
| Housing Information Services (Subcontract) | \$ _____ | \$ _____ | \$ _____ |
| Direct Care Subtotal | \$ <u>947,478.00</u> | \$ _____ | \$ <u>0.00</u> |
| TOTAL CONTRACT AMOUNT | \$ <u>947,478.00</u> | \$ _____ | \$ <u>0.00</u> |

(Please use the signature block below if completing line-item revision)

Project Sponsor Signature

Date

Contract Manager Signature

Date

Note: This document is a summary of the budget narrative agreed to by the Department and Provider. The budget narrative, which is maintained in the contract file, is a line item explanation of services and expenditures of this contract.

DocuSign Envelope ID: 0629345D-037C-4E54-B7FE-B24CA53A7EF7
 State of Florida
 Authorization to Incur Travel Expenses

Name
 Department

Official Headquarters
 CODRC
 Division

Date
 Attachment V

Purpose of Trip: _____ Departure Date _____ Return Date _____ Total Days _____
 Destination: _____

Conference or convention travel: Explanation of benefits accruing to the State of Florida
 Departure Time _____ Return Time _____ Trip Number _____

Total Estimated Per Diem: _____

Registration Fee: _____

Car _____

| <u>Motel</u> | Motel | Confirm | Rate | Nights | Cost |
|--------------|-------|---------|------|--------|------|
| | | | | | |

| <u>Airline</u> | Airline | Dep. Flight | Time | Ret. Flight | Time | Cost |
|----------------|---------|-------------|------|-------------|------|------|
| | | | | | | |

TOTAL ESTIMATED COST FOR TRIP

Comments:

I hereby certify that travel as shown above is to be incurred in connection with official business of the State

| | | | | |
|---------------|-------------------------------|-------------|------------------------------|-------------|
| <u>Signed</u> | <u>Approved by Supervisor</u> | <u>Date</u> | <u>Approved- Agency Head</u> | <u>Date</u> |
|---------------|-------------------------------|-------------|------------------------------|-------------|

HOPWA PERFORMANCE CHART CODRC

Provider Name: _____ **Contract #:** _____ **Amendment #:** _____

Instructions: Please enter the "Planned Goal" for all activities to be performed during the contract period in the following chart (planned non-duplicated number of households to be assisted with HOPWA funds and with non-HOPWA funds). Output performance is measured by the number of households that were supported with HOPWA or other federal, state, local and private funds for the purpose of providing housing assistance to persons living with HIV/AIDS and their families. Actual accomplishments are to be reported to the Department using this attachment. Columns (2) and (4) labeled "Actual" must be completed and submitted to the contract manager for submission to the Department for receipt by July 20, 2020.

| | HOPWA Performance Chart Planned Goal and Actual Accomplishments | Outputs Households | | | |
|-----|---|---------------------------|---------------|------------------------|---------------|
| | | HOPWA Assistance | | Non-HOPWA | |
| | | Planned Goal (1) | Actual (2) | Planned Goal (3) | Actual (4) |
| 1. | Short-Term Rent, Mortgage and Utility payments <i>(The planned goal MUST AGREE with estimated number of households)</i> | | | | |
| 2a. | Housing Case Management as a Supportive Service <i>(provided by project sponsors also delivering HOPWA housing assistance)</i> | | | | |
| 2b. | Housing Case Management as a Supportive Service <i>(provided by project sponsors serving households who have other housing arrangements)</i> | | | | |
| 3. | Housing Information Services <i>(Information only, i.e., housing counseling, referral services, etc.)</i> | | | | |
| 4. | Permanent Housing Placement Services | | | | |
| 5. | Short-Term Supported Housing Facilities <i>(Transitional Housing)</i> | | | | |
| 6. | Long-Term Tenant-Based Rental Assistance <i>(The planned goal MUST AGREE with estimated number of households)</i> | | | | |
| 7a. | Other Supportive Services <i>(i.e., transportation, nutritional services, etc., provided by project sponsors also delivering HOPWA housing assistance)</i> | | | | |
| 7b. | Other Supportive Services <i>(i.e., transportation, nutritional services, etc., provided by project sponsors serving households who have other housing arrangements)</i> | | | | |

PLANNED LEVERAGED NON-HOPWA FUNDS CODRC

(Other federal, state, local, & private funds planned to be used in conjunction with HOPWA funds)*

Provider Name: _____ **Contract #:** _____ **Amendment #:** _____

The state must illustrate plans to obtain and use other public and private resources to address the critical housing needs of persons living with HIV/AIDS. Therefore, the information requested below must be provided in order for the state to continue to receive a HOPWA grant award from the Department of Housing and Urban Development (HUD).

On the chart below, enter the planned (estimated) dollar amount for each non-HOPWA public and private funding source to be used for the purpose of providing HOPWA housing activities to persons living with HIV/AIDS. HOPWA housing activities include any eligible activity listed in 574.300, including paragraphs (1) through (10). Paragraph (7) of this section details all qualifying supportive services.

Other resources (non-HOPWA leveraged resources) to be used in conjunction with HOPWA funds refers to cash resources separate from the HOPWA contract award, and may include cash and in-kind contributions such as the value of services or materials provided by volunteers or by other individuals or organizations. The organizations may include but are not limited to: Housing Choice Vouchers (Section 8), Public Housing Authority units, Supportive Housing for Persons with Disabilities/Elderly, Ryan White HIV/AIDS Treatment Modernization Act programs and other federal programs, state funds, local government funds and private philanthropy. The "Actual Amount" column must be completed and forwarded to the contract manager for submission to the Department for receipt by July 20, 2020.

| NON-HOPWA Funding Sources | | Leveraged Funds for HOPWA Housing Activities | |
|---------------------------|---|--|---------------|
| | | Planned Amount | Actual Amount |
| | List Name of Other Resources (Federal, State, Local, Private) | | |
| 1. | | \$ | \$ |
| 2. | | \$ | \$ |
| 3. | | \$ | \$ |
| 4. | | \$ | \$ |
| 5. | | \$ | \$ |
| 6. | | \$ | \$ |

Please enter "N/A" in the box only if the information requested on the chart above is not applicable to this Contract.

IF YOU ENTERED N/A ABOVE, you must briefly describe/explain in the box provided below your agency's plans to obtain other resources to be used in conjunction with HOPWA funds to address the housing needs of low-income persons living with HIV/AIDS in the consortium area: