





Interoffice Memorandum

AGENDA ITEM

October 15, 2020

TO: Mayor Jerry L. 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 – October 27, 2020

The Health Services Department is requesting approval and execution of contract number CODRW 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 - 2022. 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 \$1,900,000 and will start upon contract execution and end June 30, 2022.

ACTION REQUESTED: Approval and execution of State of Florida Department of Health Standard Contract Contract Number CODRW for the administration of the Housing Opportunities for Persons with AIDS (HOPWA) Grant Program for Fiscal Year 2020 - 2022 in the amount of \$1,900,000 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

Division/CHD/Office:	Disease Control and Health Protection
Provider Name:	Orange County Board of Commissioners
Contract Number:	CODRW
Original Contract Amount:	\$1,900,000
Total Contract Amount (executed actions):	N/A
Original Contract Start Date:	07/01/2020
Contract End Date (executed actions):	06/30/2022

DESCRIPTION OF CONTRACTUAL SERVICES:






This contract is for the provision of housing and support services through the Housing Opportunities for Persons with AIDS 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:

DOH APPROVALS: The following reviewers have reviewed and approved this action for execution.

	LAST NAME	FIRST INITIAL	APPROVAL ROLE	DOCUSIGN APPROVAL Initials Only	DOCUSIGN APPROVAL DATE
1.	<u>Tillman</u>	<u>T</u>	<u>Contract Manager</u>		<u>11/4/2020</u>
2.	<u>Spencer</u>	<u>E</u>	<u>Chief/CHD Program</u>		<u>11/4/2020</u>
3.	<u>Blackmore</u>	<u>C</u>	<u>Director/ Officer</u>		<u>11/9/2020</u>
4.	<u>Thomas</u>	<u>K</u>	<u>Budget Approval</u>		<u>11/4/2020</u>
5.	<u>Nelson</u>	<u>J</u>	<u>Contract Admin.</u>		<u>11/4/2020</u>

This contract complies with all of the requirements, below, and each contract action has been reviewed and approved by DOH General Counsel.

- A statement of work, quantifiable and measurable deliverables, performance measures, and 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

CONTRACT SUMMARY

- **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: October 27, 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 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 III. 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 II, 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 \$1,900,000.00, subject to the availability of funds. The state of Florida's performance and obligation to pay

under 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 7/1/2020 or on the date on which the contract has been signed by both parties, whichever is later. It will end on 6/30/2022
- 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 Commissioners
2002A E. Michigan Street, Orlando, Florida 32806
407-836-6583

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, Orlando, FL 32806 - 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
850-901-6812

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, Orlando, FL 32806 - 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, I, II with Exhibits 1,2, and 3, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII, XXIX, XXX, XXXI, XXXII, and XXXIII 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 78 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 COMMISSIONERS

SIGNATURE: *Bryon Brooks*

PRINT/TYPE NAME: BRYON BROOKS

TITLE: COUNTY ADMINISTRATOR

DATE: OCT 27 2020

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEID# (OR SSN): 59-1101138

PROVIDER FISCAL YEAR ENDING DATE: 09/30

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: *Shamarial Roberson*

PRINT/TYPE NAME: SHAMARIAL ROBERSON, DRPH, MPH

TITLE: DEPUTY SECRETARY FOR HEALTH

DATE: 11/9/2020

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 Provided1. 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.
- 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.
- 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 XXIX). 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 (Attachment XXVIII) 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) Create marketing materials promoting the HOPWA Program and distribute them to the public each month in a minimum of one of the following methods: pamphlet, posted on a bulletin in view of the public, or another method approved by the Department. Submit the marketing materials created, method of distribution and places of distribution to the Contract Manager by email within 20 calendar days following the end of each month, but no later than submission of the monthly invoice.
- 6) 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.
- 7) 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, or support services, 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.
- 8) 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.
- 9) 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.

- 10) Upload the following forms (Attachments V through XXVI) completed 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);
 - 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.
- 11) Conduct a State HOPWA Program eligibility review using the Case Management File Review Worksheet (Attachment XXXI) 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.

- 12) 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.
 - 13) 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.
 - 14) Conduct a survey using the HOPWA Client Satisfaction Survey Form (Attachment XXX) 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 18, 2021.
 - 15) Document all program accomplishments into the HOPWA Performance Chart (Attachment XXIX) 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
 - 16) 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.
 - 17) Document all actual expenditures on the Planned Leveraged Non-HOPWA Funds form (Attachment XXVIII) 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.
 - 18) Comply with the requirements of the Department's Data Security and Confidentiality (Attachment XXVII) throughout the contract term.
- b. **Deliverables:** Provider must complete or submit the following deliverables in the time and manner specified:
- 1) **Monthly:** Provision of administrative services with submission of supporting documentation as specified in Tasks B.1.a.1) through B.1.a.4), B.1.a.6), and B.1.a.12) through B.1.a.18).
 - 2) **Monthly:** Provision of HOPWA housing and support services with submission of supporting documentation as specified in Task B.1.a.5) and Tasks B.1.a.7) through B.1.a.11).
- c. **Performance Measures:** The deliverables must be met at the following minimum levels of performance:
- 1) Deliverable B.1.b.1):

Orange County Board of Commissioners

- 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) A State HOPWA Monthly Expenditure and Reimbursement Report must be generated and submitted as specified.
 - g) A report on FTTY client demographics must be generated and submitted as specified.
 - h) A survey using the HOPWA Client Satisfaction Survey Form must be conducted for the minimum percentage of State HOPWA Program clients as specified.
 - i) All program accomplishments must be documented on the HOPWA Performance Chart as specified.
 - j) An Annual Progress Report must be prepared and submitted as specified.
 - k) All actual expenditures must be documented on the Planned Leveraged Non-HOPWA Funds form as specified.
 - l) The Department's Data Security and Confidentiality requirements must be complied with as specified.
- 2) Deliverable B.1.b.2):
- a) Marketing materials must be created, distributed, and submitted as specified.
 - b) Services for State HOPWA Program eligible clients must be provided by Housing Case Managers as specified.
 - c) An up-to-date list of housing assistance resources must be submitted each month as specified.
 - d) State HOPWA Program eligibility for new clients must be determined by HOPWA Housing Case Managers as specified.
 - e) Forms must be uploaded into Provider's database system for all HOPWA eligible clients as specified.
 - f) A State HOPWA Program eligibility review must be conducted using the Case Management File Review Worksheet 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 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.
 - 7) Failure to generate and submit a report on FTTY client demographics as specified will result in a five percent reduction of the monthly invoice.
 - 8) 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.
 - 9) Failure to document all program accomplishments on the HOPWA Performance Chart as specified will result in a five percent reduction of the monthly invoice.
 - 10) Failure to prepare and submit an Annual Progress Report as specified will result in a five percent reduction of the monthly invoice.
 - 11) 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.
 - 12) Failure to comply with the Department's Data Security and Confidentiality requirements as specified will result in a five percent reduction of the monthly invoice.
- b. Deliverable B.1.b.2):
- 1) Failure to create, distribute, and submit marketing materials as specified will result in a five percent reduction of the monthly invoice.
 - 2) 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.
 - 3) 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.
 - 4) 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.

- 5) 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.
- 6) Failure to conduct a State HOPWA Program eligibility review using the Case Management File Review Worksheet 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., a total amount not to exceed \$1,900,000.00 for the contract term. Payments will be made monthly, as follows:
 - a. Deliverable B.1.b.1): Provider may seek reimbursement on a monthly basis for the HOPWA administrative services, not to exceed a total amount of \$5,541.66 for July 2020 through May 2022, and a final payment of \$5,541.82 for June 2022.
 - b. Deliverable B.1.b.2): Provider may seek reimbursement on a monthly basis for the HOPWA housing and support services as specified, not to exceed a total amount of \$1,767,000.00 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

ATTACHMENT II

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. X **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 SSAFE18 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 #: CODRW

Federal Award Identification #: FLH19F999

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 \$1,900,000.00

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, Bln 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

EXHIBIT 4

Single Audit Data Collection Form

Part 1: GENERAL INFORMATION

1. Fiscal period ending date for the Single Audit.

Month	Day	Year
/	/	

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

[] [] [] [] [] [] [] []	-	[] [] [] [] [] [] [] []	
---------------------------------	---	---------------------------------	--

- b.** Are multiple EINs covered in this report Yes No
c. If "yes", complete No. 3.

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

Employer Identification #

Name of Entity

[] [] [] [] [] [] [] []	--	[] [] [] [] [] [] [] []	
[] [] [] [] [] [] [] []	--	[] [] [] [] [] [] [] []	
[] [] [] [] [] [] [] []	--	[] [] [] [] [] [] [] []	

4. AUDITEE INFORMATION

a. Auditee name:	
Auditee Primary DUNS#:	
b. Auditee address (number and street)	
City	
State	Zip Code
c. Auditee contact Name:	
Title:	
d. Auditee contact telephone	
() -	
e. Auditee contact FAX	
() -	
f. Auditee contact E-mail	

5. PRIMARY AUDITOR INFORMATION

a. Primary auditor name:	
b. Primary auditor address (number and street)	
City	
State	Zip Code
c. Primary auditor contact Name:	
Title:	
d. Primary auditor contact telephone	
() -	
e. Primary auditor E-mail	
() -	
f. Audit Firm License Number	

6. AUDITEE CERTIFICATION STATEMENT – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of 2 CFR § 200. 512 and/or section 215.97, Florida Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

AUDITEE CERTIFICATION Date ____/____/____

Date Audit Received from Auditor: ____/____/____

Name of Certifying Official: _____
(Please print clearly)

Title of Certifying Official: _____
(Please print clearly)

Signature of Certifying Official: _____

CERTIFICATION REGARDING LOBBYING

Attachment III

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

Contract # CODRW

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

5 August 2020
Date

Byron W. Brooks
Name of Authorized Individual

CODRW
Application or Contract Number

Orlando Board of County Commissioners
Name of Organization

2002A E. Michigan Street, Orlando, FL 32806
Address of Organization

HOPWA BUDGET

Project Sponsor: Orange County Board of County Commissioner **Contract Period:** July 1, 2020 - June 30, 2021

ADMINISTRATIVE COSTS:

	<u>Original Allocation</u>	<u>Increase/Decrease</u>	<u>Revised Allocation</u>
Administration Total	\$ <u>66,500.00</u>	\$ _____	\$ _____
Salary (FTE %)	\$ _____	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____	\$ _____
Travel	\$ _____	\$ _____	\$ _____
Office Expenses	\$ _____	\$ _____	\$ _____
Equipment	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ <u>66,500.00</u>	\$ _____	\$ _____

DIRECT CARE COSTS:

Direct Care Category	<u>\$ Original Allocation</u>	<u>\$ Increase/Decrease</u>	<u>\$ Revised Allocation</u>
Short-Term Rent (Subcontract)	\$ <u>807,785.00</u>	\$ _____	\$ _____
Short-Term Mortgage (Subcontract)	\$ <u>100,000.00</u>	\$ _____	\$ _____
Short-Term Utilities (Subcontract)	\$ <u>100,000.00</u>	\$ _____	\$ _____
Short-Term Supported Housing Facility (Transitional Housing) (Subcontract)	\$ _____	\$ _____	\$ _____
Tenant-Based Rental Assistance (TBRA) (Subcontract)	\$ _____	\$ _____	\$ _____
Permanent Housing Placement (Supportive Service) (Subcontract)	\$ _____	\$ _____	\$ _____
Housing Case Management (Supportive Service) (Subcontract)	\$ <u>75,715.00</u>	\$ _____	\$ _____
Salary (FTE %)	\$ <u>60,000.00</u>	\$ _____	\$ _____
Fringe Benefits	\$ <u>15,715.00</u>	\$ _____	\$ _____
Resource Identification (Subcontract)	\$ _____	\$ _____	\$ _____
Salary (FTE %)	\$ _____	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____	\$ _____
Housing Information Services (Subcontract)	\$ _____	\$ _____	\$ _____
Supportive Services (specify) (Subcontract)	\$ _____	\$ _____	\$ _____
Direct Care Subtotal	\$ <u>883,500.00</u>	\$ _____	\$ _____
TOTAL CONTRACT AMOUNT	\$ <u>950,000.00</u>	\$ _____	\$ _____

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

Ronald B. Brown
Project Sponsor Signature



OCT 27 2020

_____ 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.

HOPWA BUDGET

Project Sponsor: Orange County Board of County Commissioner **Contract Period:** July 1, 2021 - June 30, 2022

ADMINISTRATIVE COSTS:

	<u>Original Allocation</u>	<u>Increase/Decrease</u>	<u>Revised Allocation</u>
Administration Total	\$ <u>66,500.00</u>	\$ _____	\$ _____
Salary (FTE %)	\$ _____	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____	\$ _____
Travel	\$ _____	\$ _____	\$ _____
Office Expenses	\$ _____	\$ _____	\$ _____
Equipment	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ <u>66,500.00</u>	\$ _____	\$ _____

DIRECT CARE COSTS:

Direct Care Category	\$ Original Allocation	\$ Increase/Decrease	\$ Revised Allocation
Short-Term Rent (Subcontract)	\$ <u>607,785.00</u>	\$ _____	\$ _____
Short-Term Mortgage (Subcontract)	\$ <u>100,000.00</u>	\$ _____	\$ _____
Short-Term Utilities (Subcontract)	\$ <u>100,000.00</u>	\$ _____	\$ _____
Short-Term Supported Housing Facility (Transitional Housing) (Subcontract)	\$ _____	\$ _____	\$ _____
Tenant-Based Rental Assistance (TBRA) (Subcontract)	\$ _____	\$ _____	\$ _____
Permanent Housing Placement (Supportive Service) (Subcontract)	\$ _____	\$ _____	\$ _____
Housing Case Management (Supportive Service) (Subcontract)	\$ <u>75,715.00</u>	\$ _____	\$ _____
Salary (FTE %)	\$ <u>60,000.00</u>	\$ _____	\$ _____
Fringe Benefits	\$ <u>15,715.00</u>	\$ _____	\$ _____
Resource Identification (Subcontract)	\$ _____	\$ _____	\$ _____
Salary (FTE %)	\$ _____	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____	\$ _____
Housing Information Services (Subcontract)	\$ _____	\$ _____	\$ _____
Supportive Services (specify) (Subcontract)	\$ _____	\$ _____	\$ _____
Direct Care Subtotal	\$ <u>883,500.00</u>	\$ _____	\$ _____
TOTAL CONTRACT AMOUNT	\$ <u>950,000.00</u>	\$ _____	\$ _____

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

Ramona B. Bivona
Project Sponsor Signature



OCT 27 2020

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.

Notice of Eligibility

Attachment V

Date	Client Name/Address

It has been determined that you comply with the required eligibility requirements to receive allowable services from the Florida Department of Health, Ryan White Program. Allowable services are based on availability, accessibility, funding and program qualifications for the AIDS Drug Assistance Program (ADAP), the ADAP Premium Plus (insurance), and the state Housing Opportunities for Persons with AIDS (HOPWA) specialty programs.

Your eligibility status for receiving allowable services from the HIV/AIDS Patient Care Programs is valid for 6 months from the date of this correspondence. You must have a new determination for eligibility no later than the expiration date provided below in order to continue services. You must advise the originating eligibility staff when there are changes which affect your eligibility status.

Household Size:	FPL: %	Income: \$
Other Programs (list all that apply):		

Re-determination Due No Later Than (MM/DD/YYYY):

--

Your signature below acknowledges your understanding of the following:

- I have received a copy and verbal explanation of this notice.
- I understand the requirements for receiving HIV/AIDS services.
- I verify that I have complied with all of the Rights and Responsibilities in the Application as verified by my signature on the application.

Client Signature: _____ **Date:** _____

Eligibility Staff Signature: _____ **Date:** _____

Eligibility Staff Name	Agency Name, City, State, Zip Code	Phone

Keep this notice of eligibility in a safe place. Bring this notice along with photo identification when meeting with an ADAP, ADAP Premium Plus, HOPWA, or case management representative about services.

**FLORIDA STATE HOPWA PROGRAM
CONSENT TO RELEASE INFORMATION**

I, _____, authorize staff and/or volunteer staff of the following agencies to release and/or share information regarding services received, past, current, or in the future, for the express purpose of receiving or gaining access to services related to my current or future needs.

This consent may be revoked by me anytime by writing and informing the agency holding this original form. I understand that I may add other agencies to this list if needed.

Agency	Client Initials	Date
Lead Agency (insert name here)		
Department of Health (Required)		
Department of Children and Families		
Food Stamp Office		
Medicaid Office		
Social Security Office		
Primary Healthcare Provider		
Other (insert name here)		

Client/Guardian Signature

Date

Housing Coordinator Signature

Date

**FLORIDA STATE HOPWA PROGRAM
MEMORANDUM OF UNDERSTANDING
CONFIDENTIALITY OF CLIENT INFORMATION**

The purpose of this Memorandum of Understanding is to emphasize that all information held in health records is confidential, with access governed by state and federal laws. Information, which is confidential, includes a client's name; address; medical, social, and financial data; and services received. In addition, the fact that someone has had an HIV test is confidential, whether the result of that test is positive or negative. Data collection by interview, observation, or review of documents should be conducted in a setting that protects the client's identity from unauthorized individuals. Client information should not be discussed outside the agency, except with the client's written consent, in the performance of referrals to other agencies for client care.

Section 384.29, Florida Statutes, addresses the need for special discretion in the handling of sexually transmissible disease information. Sexually transmissible diseases, by their nature, involve sensitive issues of privacy; and all programs designed to deal with these diseases should afford privacy and confidentiality to the client.

Section 381.004 (3), Florida Statutes, deals with confidentiality of HIV test results. There are penalties for violating this statute. These penalties range from disciplinary action by the agency to a criminal misdemeanor.

I understand and agree to abide by these confidentiality provisions.

Housing Coordinator Signature

Date

**FLORIDA STATE HOPWA PROGRAM
PARTICIPATION AGREEMENT**

The HOPWA Program was authorized by the National Affordable Housing Act (Public Law #101-625) on November 28, 1990, to provide states and designated eligible metropolitan statistical areas (EMSAs) with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of persons with HIV disease and AIDS.

The purpose of the HOPWA grant in Florida is to provide assistance with short-term rent, mortgage, and utilities (STRMU); transitional housing; and permanent housing placement (PHP). As a short-term intervention tool, STRMU assistance is not intended to provide continuous or perpetual assistance.

The objective of the HOPWA program is to address the housing needs of eligible persons associated with the challenges of living with HIV/AIDS. HOPWA is a "needs-based" program; therefore, clients must demonstrate the level of benefits needed through verifiable documentation.

Verifiable documentation of client expenses to be covered by program assistance is as follows:

- Monthly mortgage statements or lease/rental agreements.
- Default/late payment notice for rent, mortgage or deed of trust, or certified letters from landlords.
- Original copy of utility bill, or default/late/overdue payment notice for utilities showing period of service rendered.

Guidelines from HUD strongly encourage the HOPWA funding be administered in coordination with Ryan White programs. Funding received from this grant may not be used to replace other state, federal, or local funding.

HOPWA is a federal funding source from HUD, and should be accessed **AS A LAST RESORT**.

HUD guidelines also require the client to secure and maintain housing stability and enhance financial management. The strategies to accomplish this will include a comprehensive, goal-oriented, individualized plan of care.

The following application and plan of care information must be completed and signed by the client and Housing Coordinator to process your application.

Client Signature

Date

Housing Coordinator Signature

Date

FLORIDA STATE HOPWA PROGRAM PARTICIPANT RIGHTS AND RESPONSIBILITIES

I am applying for assistance through the State HOPWA Program. I understand there are multiple components in the application process that I agree to complete to the best of my ability.

I authorize my Housing Coordinator to obtain the information needed to determine my meeting program qualifications for HOPWA services and to develop a personalized plan of care.

I certify that I have not **manufactured or produced methamphetamine** on the premises of federally assisted housing (24CFR 960.204, 24CFR 982.553); and I am not a **sex offender** subject to a lifetime registration requirement under a State sex offender registration program (24CFR 960.204, 24CFR 982.553).

Persons applying for assistance through the State HOPWA Program have rights and responsibilities.

RIGHTS

- You have the right to choose whether or not to apply for assistance through this program.
- You have the right to choose the service providers from whom you will receive your HOPWA services, to the extent that they are available.
- You have the right to receive the HOPWA services you need; these may or may not include all the services you desire.
- You have the right to receive timely, respectful, high quality services from the staff of all providers without regard to age, ethnicity, gender, disability, religion, sexual orientation, values and beliefs, and marital status.
- You have the right to request copies of all signed documents and have access to your service record.
- You have the right to participate in the development of your plan of care.
- You have the right to receive current information and education about housing services and resources.
- You have the right to file a complaint, grievance, and appeal for decisions with which you do not agree.
- You have the right to request an interpreter to enhance communication.

RESPONSIBILITIES

- You are responsible to conduct yourself in a courteous, cooperative, assertive, and respectful manner.
- You are responsible for keeping scheduled appointments, responding in a timely manner to all appointments, and accepting offered and necessary services.
- You are responsible for notifying the project sponsor if any illness interferes with scheduled appointments.
- You are responsible for working with your Housing Coordinator to develop a plan of care, and actively participate in its implementation.
- You are responsible for providing all documentation needed to acquire housing services.

**FLORIDA STATE HOPWA PROGRAM
PARTICIPANT RIGHTS AND RESPONSIBILITIES
(continued)**

- You are responsible for notifying your Housing Coordinator when you have problems in obtaining housing services or when you are dissatisfied with your care.
- You are responsible for following health care instructions to the best of your ability.
- You may be responsible for a portion of the costs of your housing services.
- You are responsible for notifying your Housing Coordinator of any changes such as address, income, and living arrangements.

CLIENT COMPLAINT, GRIEVANCE, AND APPEAL PROCEDURES

- You have been informed of the project sponsor's client complaint, grievance, and appeal procedures.
- You have the right to file a complaint, grievance, and/or an appeal.
- You have the responsibility to initiate these actions.

I have had the opportunity to discuss, and I am fully aware of the Participants Rights and Responsibilities outlined above. The Housing Coordinator will provide a signed copy to the client.

Client Signature

Date

Housing Coordinator Signature

Date

INCOME ELIGIBILITY CALCULATION WORKSHEET HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

**This worksheet will determine income eligibility for the HOPWA program.
Note income exclusions on see pages 2 and 3.**

HOPWA Regulation 24CFR574.3 Definitions states that an person is eligible for HOPWA housing and services if they are "low-income" as defined in the **AIDS Housing Opportunity Act Section 853(3)** which reads: "The term low-income individual means any individual or family whose incomes do not exceed 80 percent of the median income for the area (AMI), as determined by the Secretary of HUD." **Local jurisdictions may impose an eligibility threshold of 50% or 30% AMI with HUD Field Office approval.**

*The total income of the household (Annual Gross Income) is from all sources anticipated to be received in the 12-month period following the effective date of the income certification. Therefore, income must be ANNUALIZED, e.g. payment amount X number of payment periods/yr., for all income sources.

1. The full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, other compensation for personal services prior to payroll deductions. (Applies to client and all household members 18 and older. For full-time students 18 and over, only \$480 of annual earned income should be included here). \$ _____

2. Periodic payments from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, excluding lump sum payments for the delayed start of a periodic payment. (Except as provided in (c)(14)). \$ _____

3. Payments in lieu of earnings, such as unemployment, disability, worker's compensation, and severance pay. (Except as provided in (c)(3)). \$ _____

4. Welfare Assistance, including payments made under other programs funded, separately or jointly, by federal, state, or local governments which are not excluded by Federal Statutes (see Income Exclusions). \$ _____

5. Periodic allowances including alimony and child support payments, and regular contributions or gifts received from organizations or persons not residing in the residence. \$ _____

6. Net income from operation of a business or profession.
Interest, dividends, and other net income of any kind from real or personal property. Where net family assets are in excess of \$5,000, annual income shall include the greater of actual income derived from net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. \$ _____

7. All regular pay, special pay and allowances of a member of the Armed Forces (Except Hostile Fire Pay). \$ _____

8. **ANNUAL GROSS INCOME* TOTAL OF LINES 1-7**
Note: Annual income must be reassessed at least annually. However, if there is substantial change in the household's income during the year, an adjustment must be made to the resident rent to reflect the change in income. \$ _____

9. Select Area Median Income used for this HOPWA jurisdiction's eligibility threshold:
80% AREA MEDIAN INCOME FOR THIS HOUSEHOLD SIZE \$ _____
50% AREA MEDIAN INCOME FOR THIS HOUSEHOLD SIZE \$ _____
30% AREA MEDIAN INCOME FOR THIS HOUSEHOLD SIZE \$ _____

Note: # 8 is above applicable Area Median Income (AMI) the applicant is **not** eligible for HOPWA assistance.

10. **Is applicant eligible for the HOPWA program?**

YES _____ **NO** _____

INCOME EXCLUSIONS
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
For complete regulations, refer to 24CFR5.609(c)

Annual Gross Income Does Not Include:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. (a) Amounts received under training programs funded by HUD;

(b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Public Housing Authority (PHA) or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(e) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment-training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program;
9. Temporary, nonrecurring or sporadic income (including gifts);

Continued on next page...

10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
15. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24CFR5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
17. EARNED INCOME DISREGARD/SELF-SUFFICIENCY INCENTIVES FOR PERSONS WITH DISABILITIES. In addition to deductions mandated in 24 CFR 5.611(a), HUD requires disregard for income to previously unemployed persons with disabilities who have earned income as described in 24 CFR 5.617(a)(b)(c)(d).

CODRW

Attachment XI

**FLORIDA STATE HOPWA PROGRAM
VERIFICATION OF NO INCOME**

I, _____ have applied for housing services through the State HOPWA Program. The federal government and the Department of Health require verification of all income.

I have stated during this verification process that I have no income at this time. I have not received income since _____. I do not expect to receive any income until _____.

I verify that all statements regarding my income are true.

Client Signature

Date

Housing Coordinator Signature

Date

FLORIDA STATE HOPWA PROGRAM CHECKLIST

BEFORE YOU APPLY FOR HOPWA:

1. You must be determined *eligible* for patient care services.
2. You must be at *imminent risk of homelessness* if assistance is not provided.
3. You must show the *ability to maintain future rent/mortgage and utility expenses* if HOPWA assistance is granted.

Client Name: _____

Date: _____

NOTE: Client **must** provide first 5 items on checklist to case manager before proceeding.

- _____ 1. Client has provided a Notice of Eligibility.
- _____ 2. Client has signed a statement certifying they are **not** a registered sex offender.
- _____ 3. Client has provided documentation of all household income and meets HUD household income requirements. 80% median income requirement has been verified.
- _____ 4. Client has provided verifiable documentation of expense(s) to be covered by program assistance as follows:
 - Monthly mortgage statements/coupons.
 - Lease/rental agreements.
 - Default/late payment notice for rent, mortgage or deed of trust, or certified letters from landlords.
 - Original copy of utility bill, or default/late/overdue payment notice for utilities showing period of service rendered.
- _____ 5. Security deposit/Landlord agreement have been completed, signed, and returned from landlord.
 - If client is living with a family member, they must provide a copy of lease agreement dated **prior** to request for HOPWA assistance.
- _____ 6. Participation Agreement signed by client
- _____ 7. Application Form for Housing Assistance completed and signed by client.
- _____ 8. Verification of No Income completed and signed by client.
- _____ 9. Client Needs Assessment for Assistance completed and signed by client.
- _____ 10. Participant Rights and Responsibilities signed by client.
- _____ 11. Consent to Release Information completed, initialed, and signed by client.
- _____ 12. Client Budget Worksheet completed and signed by client.
- _____ 13. Housing Plan of Care goals completed and signed by client.
- _____ 14. Worksheet for Calculating the Maximum Subsidy for Resident Rent/Mortgage Payment completed.

**FLORIDA STATE HOPWA PROGRAM
APPLICATION FORM FOR HOUSING ASSISTANCE**

NOTE:
If the client's income is above 80% of the median income for the area, he/she is not qualified for housing assistance under this program. Income limit information can be found at <http://www.huduser.org/portal/datasets/ii.html>.

Name: _____
Last First Middle

Current Address: _____
Street Apt. No. City County Zip Code

Social Security Number: _____ Date of Birth: _____
Month Day Year

Telephone #: _____ Gender: _____ Male _____ Female

Race/Ethnicity:
 White (not Hispanic) Black (not Hispanic)
 Hispanic Asian/Pacific Islander
 Native American/Alaskan Other

Household Income: \$ _____ # in Household: _____ Adults: _____ Children: _____

Food Stamp Amount: \$ _____ # of Bedrooms: _____

Medical Insurance (check all that apply):
 Medicaid Medicare Private Insurance Other
 None

Assistance Applying For:
 Rent Utilities Transitional Housing
 Mortgage PHP Other: _____

Monthly Rent/Mortgage: \$ _____ Amount Owed: \$ _____
Utilities Owed: \$ _____ Deposit Amount: \$ _____

What Supportive Services Are You In Need Of? _____

What Supportive Services Are You Receiving (e.g., transportation, food bank)? _____

Present Living Arrangements:
 With Friend With Family Group Home
 Parents' Home Shelter Street
 Unrelated Person Alone Other

To Be Completed By Interviewer:
 Is the client enrolled with a case manager?
 Has assistance for housing been identified in the client's individualized written plan of care?
 Is the client's income below 80% of the median income for the area?

Client Signature _____

Date _____

Interviewer Signature _____

Date _____

**FLORIDA STATE HOPWA PROGRAM
CLIENT BUDGET WORKSHEET**

Client Name: _____ Date: _____

of people in household: _____ # of adults: _____ # of children: _____

Monthly Household Income and Assets

In this section, list all household income and assets, including paychecks, unemployment, Social Security checks, TANF, child support, savings accounts, checking accounts, stocks, CDs, mutual funds, IRAs, annuities, etc.

Household Member's Name	Type of Income/Asset	Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
	Total	\$ _____

Monthly Expenses	Current	Goal
Rent/mortgage	\$ _____	\$ _____
Electricity	\$ _____	\$ _____
Gas (home)	\$ _____	\$ _____
Water	\$ _____	\$ _____
Child care	\$ _____	\$ _____
Health care	\$ _____	\$ _____
Car insurance	\$ _____	\$ _____
Gas (transportation)	\$ _____	\$ _____
Bus/taxi/other	\$ _____	\$ _____
Groceries	\$ _____	\$ _____
Dining out	\$ _____	\$ _____
Telephone/land line and/or cell	\$ _____	\$ _____
Other	\$ _____	\$ _____
Total	\$ _____	\$ _____

I hereby certify that I am in need of HOPWA assistance, and declare that all the information that I have provided regarding my current financial situation is accurate and complete.

Client Signature

Date

**FLORIDA STATE HOPWA PROGRAM
CLIENT NEEDS ASSESSMENT FOR ASSISTANCE**

Client Name: _____ Date: _____

Employment:

1. Are you now employed? (Y/N) _____
2. Name of Business: _____
3. Address: _____
4. Phone number: _____
5. Your Title/Type of work you do: _____
6. Gross Monthly Income: _____

Unemployment:

1. Are you now unemployed? (Y/N) _____
2. Date of last employment: _____
3. Place of last employment: _____
4. Reason you left your job: _____
5. Your title/type of work you did: _____
6. Are you now able to work? (Y/N) _____ If no, explain: _____
7. Have you been seeking employment? (Y/N) _____ If yes, for how long? _____
8. Are you receiving unemployment assistance? (Y/N) _____ How much? _____/month

Social Security

1. Are you now receiving Social Security Income? (Y/N) _____ If yes, amount \$ _____
2. Have you applied for Social Security? (Y/N) _____
3. When will you receive your first SSI check? _____
4. Have you been denied Social Security? (Y/N) _____
5. If yes, are you appealing? (Y/N) _____ Date of Last Appeal: _____
6. Do you have an appeal hearing date? (Y/N) _____ Hearing date: _____

Housing

1. Are you now homeless? (Y/N) _____
2. If yes, how long have you been homeless? _____ Years _____ Months
3. How many people reside within your household? _____
4. # of adults in your household: _____ What is each adult's relation to you? _____
5. # of children in your household: _____ What is each child's relation to you? _____
6. What is the total income of all other members of your household? (Do not include yourself) \$ _____
7. Do you live alone? (Y/N) _____ If yes, would you consider shared housing? (Y/N) _____

**FLORIDA STATE HOPWA PROGRAM
CLIENT NEEDS ASSESSMENT FOR ASSISTANCE
(continued)**

Financial

1. Do you receive TANF? (Y/N) _____ If yes, monthly amount: \$ _____
2. Do you receive child support? (Y/N) _____ If yes, monthly amount: \$ _____
3. Do you receive food stamps? (Y/N) _____ If yes, monthly amount: \$ _____
4. List **all** other sources of income and amount received per month:
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

Total of Lines 1 to 4: \$ _____

Income Limit (Required)

Housing Coordinator has verified applicant meets 80% median income requirement. (Y) _____

I have been informed of the HOPWA guidelines, and understand that I must work with my Housing Coordinator in developing a comprehensive plan to secure and maintain housing stability and enhance financial management. I certify that all information provided in this application is true and correct, and I understand that providing false information will result in immediate termination of HOPWA assistance and possible criminal prosecution.

Client Signature (or legal guardian if client is a minor)

Date

Housing Coordinator Signature

Date

CODRW

Attachment XVI

**FLORIDA STATE HOPWA PROGRAM
HOUSING PLAN OF CARE
(Goals and Progress Report)**

Client Name: _____ Date: _____
Current housing situation: _____
Number in household: _____

Housing Objectives

- Establish or better maintain a stable living environment.
- Improved access to HIV treatment and other healthcare support.
- Reduce the risk of homelessness among people living with HIV/AIDS and their families.

Assessment

This section is designed to be used with the Application Form for Housing Assistance, Client Needs Assessment for Assistance, and Client Budget Worksheet to:

- Help keep the focus on immediate needs while assisting in the development of long-term housing plans.
- Help determine the feasibility of independent housing vs. supportive living environments.

Plan

List any problems identified in the Client Needs Assessment for Assistance and Client Budget Worksheet (may include others problems not identified):

Short-Term Housing (STRMU)

Goals:

Target Date:

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Progress:

Date:

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

**FLORIDA STATE HOPWA PROGRAM
HOUSING PLAN OF CARE
(continued)**

Accomplished Goals:

Completion Date:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

- _____
- _____
- _____
- _____

Long-Term Housing (TBRA)

Goals:

Target Date:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

- _____
- _____
- _____
- _____

Progress:

Date:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

- _____
- _____
- _____
- _____

Accomplished Goals:

Completion Date:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

- _____
- _____
- _____
- _____

Permanent Housing Placement (PHP)

Goals:

Target Date:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

- _____
- _____
- _____
- _____

**FLORIDA STATE HOPWA PROGRAM
HOUSING PLAN OF CARE
(continued)**

Progress:

Date:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

- _____
- _____
- _____
- _____

Accomplished Goals:

Completion Date:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

- _____
- _____
- _____
- _____

Transitional Housing

Goals:

Target Date:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

- _____
- _____
- _____
- _____

Progress:

Date:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

- _____
- _____
- _____
- _____

Accomplished Goals:

Completion Date:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

- _____
- _____
- _____
- _____

**FLORIDA STATE HOPWA PROGRAM
HOUSING PLAN OF CARE
(continued)**

I, _____ agree to the above goals, and will make all efforts toward achieving these goals to become independent of HOPWA assistance. ***I understand that I must demonstrate what I have accomplished regarding the above goals before applying for HOPWA assistance again.***

Client Signature

Date

Housing Coordinator Signature

Date

NOTES:

Recipients of housing assistance will be required to meet with the Housing Coordinator to develop and agree to a HOPWA Housing Plan of Care within 15 days of starting the assistance. Also, comprehensive case notes must include detailed information regarding the progress of all goals identified.

FLORIDA STATE HOPWA PROGRAM WORKSHEET FOR CALCULATING THE MAXIMUM SUBSIDY FOR RESIDENT RENT/MORTGAGE PAYMENT

Client Name: _____ # of Bedrooms: _____

County of Residence: _____ Household Income: _____

Anticipated Annual Gross Income \$ _____

Less Allowances (including child care expenses) - \$ _____
(\$480/year per child; \$400/year per elderly person)

Adjusted Income \$ _____

Rental assistance is based upon Fair Market Rent (FMR) for the county/city of residence and the size of the residence (1BR, 2BR, 3BR, etc.), or the client's actual rent, if lower than the FMR.

NOTE: Fair Market Rent information can be found at:
<http://www.huduser.org/portal/datasets/fmr.html>

Each person receiving rent, mortgage, or (monthly) transitional housing assistance will contribute as their portion of the rent the higher of:

- 1) Monthly Adjusted Gross Income x 30% \$ _____
- 2) Family's Monthly Gross Income x 10% \$ _____
- 3) TANF Assistance (adjusted in accordance with the family's actual housing costs) \$ _____

If the client has no income or TANF assistance, enter "0" on lines 1, 2, and 3 and document "no income" in progress notes.

Monthly income is: weekly gross wages or payment x 4.33, or monthly payments from Social Security, pension funds, etc.

Monthly assistance for rent, mortgage, and transitional housing assistance for an eligible person may not exceed the difference between the resident's portion of the rent payment (which is the higher of 1, 2, or 3 above) and the Fair Market Rent (FMR) for the Unit.

Fair Market Value for the area, or actual rent (if lower) \$ _____

Less client's portion of the rent - \$ _____

Maximum subsidy provided for the client \$ _____

Example of Calculation of Maximum Subsidy/Client Co-Payment Responsibility:

Client has income of \$750 per month from Social Security, and has one dependent.

Annual adjusted gross income is \$9,000 - \$480 = \$8,250. \$8,250 x 30% = \$2,556 + 12 = \$213.00

Family's annual gross income is \$9,000. \$9,000 + 12 = \$750. \$750 x 10% = \$75.00

Client/family receives no public assistance. Client contributes \$213.00 per month towards the rent/mortgage payment.

LANDLORD AGREEMENT

NOTE: THIS FORM MUST BE FILLED OUT COMPLETELY IN ORDER TO BE PROCESSED FOR PAYMENT.

This is to verify that _____ is/are the tenant(s) residing at _____. The rent is \$ _____ per _____ (month or week). As of _____ the tenant's account has a \$ _____ balance due. This amount is for rent payment(s) due from _____ to _____.

An eviction notice will be served if the account is not paid current by _____.

If the tenant(s) is/are qualified for assistance, I agree to accept payment for the amount listed in the authorization voucher. I understand that payment will be received within 30 days of the date on the voucher. Further, I understand that any balance due on the rent after the authorized amount has been paid remains the responsibility of the tenant(s).

Please print clearly:

Make check payable to: _____
Address: _____
Name of landlord: _____
Telephone #: _____ Fax #: _____

Landlord Signature

Date

Tax ID # or Social Security #: _____

.....
FOR OFFICE USE ONLY

AUTHORIZED AMOUNT: Rent \$ _____

Housing Coordinator Signature

Date

SECURITY DEPOSIT AGREEMENT

NOTE: THIS FORM MUST BE FILLED OUT COMPLETELY IN ORDER TO BE PROCESSED FOR PAYMENT.

This is to verify that _____ has applied to rent an apartment located at _____. The rent is \$_____ per _____ (month or week). The security deposit is \$_____.

If this individual is qualified for assistance, I agree to accept a check from the Department of Health to cover the cost of the security deposit. I understand that payment will be received within 30 days of the date on the voucher. Further, I understand that any balance due on the security deposit after the authorized amount has been paid by the Department of Health remains the responsibility of the tenant.

Please print clearly:

Make check payable to: _____
Address: _____
Name of landlord: _____
Telephone #: _____ Fax #: _____

Landlord Signature Date

Tax ID # or Social Security #: _____

.....
FOR OFFICE USE ONLY

AUTHORIZED AMOUNT: Security Deposit \$ _____

Housing Coordinator Signature Date

**FLORIDA STATE HOPWA PROGRAM
CLIENT AGREEMENT FOR RETURN OF SECURITY DEPOSIT**

I, _____ am applying for financial assistance through the State HOPWA Program to cover my deposit for:

Type	Amount	Paid to Agency or Individual
Rent		
Electric		
Water		
Gas		

at the following address:

If my application for assistance is approved:

- I understand that if my deposit amount is not returned to the State HOPWA Program when I leave this residence, I will not qualify for further deposit assistance through this program.
- If my landlord or utility company refunds the deposit to me, I agree to return the entire amount of the deposit refunded to the State HOPWA Program.
- I understand that when I leave this residence any balance due on my account for any of the above named services is my responsibility.

By my signature below, I agree to all the terms of this agreement.

Client Signature

Date

**FLORIDA STATE HOPWA PROGRAM
CLIENT HOUSING AND SUPPORT SERVICE PAYMENT ASSISTANCE WORKSHEET**

This worksheet allows you to keep track of the different types of assistance provided through the State HOPWA Program. Please list the amount for each type of assistance provided according to your contract below.

NOTE:

- Federal regulations (HUD) state that Short-Term Rent, Mortgage, and Utilities (STRMU) assistance cannot exceed 21 weeks (consecutive or not) within a 52-week period.
- Permanent Housing Placement (PHP) assistance is not to exceed 2 months of rent costs, including security deposits and fees for credit checks (can include a one-time utility hookup and processing costs).
- Transitional Housing assistance is not to exceed 60 days.

Year: _____

Type of Assist	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
STRMU – Rent	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
STRMU – Mortgage	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
STRMU – Utility (gas, electric, water, and/or sewer)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Support Service – Permanent Housing Placement (PHP)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Support Service – Transitional Housing	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
TBRA	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

CODRW

RENT REASONABLENESS CHECKLIST AND CERTIFICATION

24 CFR 574.320 (a)(3) Rent reasonableness. The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities Unit: Site: Neighborhood:				
Age in Years				
Utilities (type)				
Unit Rent Utility Allowance Gross Rent				
Handicap Accessible?				
Most Recently Charged Rent For Proposed Unit		Reason for Change		

* Other local resources may be used to obtain information, e.g.: market surveys, classified ads.

I certify that I am not a HUD certified inspector and I have evaluated the property located at the above address to the best of my ability and find the following:

CERTIFICATION:

A. Compliance with Payment Standard

$$\text{Contract Rent} + \text{Utility Allowance} = \text{Proposed Gross Rent}$$

Approved rent does not exceed applicable Payment Standard of \$_____.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit ____ IS ____ IS NOT reasonable.

Name: _____ Signature: _____ Date: _____

CODRW

Disallowance of Increase in Annual Income (Earned Income Disregard)

In February 2001 HUD finalized regulations that require housing providers in certain HUD programs to disregard some or all of the earned income for tenants with disabilities. The Earned Income Disregard, as it is commonly called, allows qualified individuals and families receiving housing assistance to keep more of their earned income for a period of up to two years following an increase in employment income. The purpose is to assist persons with disabilities in obtaining and retaining employment, as an important step toward economic self-sufficiency.

Who qualifies for the earned income disregard?

1. A disabled family receiving assistance through one of the following programs:

- HOPWA (Housing Opportunities for Persons with AIDS)
- HOME (HOME Investment Partnership Act)
- SHP (Supportive Housing Program)
- Housing Choice Voucher (Section 8)

The Earned Income Disregard does not apply for purposes of admission to these programs.

AND at

annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment; OR

3. Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; OR

4. Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance--provided that the total amount over a six-month period is at least \$500.

Definitions

Previously Unemployed: Includes a person with disabilities who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Minimum Wage: The prevailing minimum wage in the state or locality. Go to this web link to verify the minimum wage in your state: <http://www.dol.gov/esa/minwage/america.htm>. The established minimum wage means the federal minimum wage unless there is a higher state or local minimum wage.

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment)

Initial and Phase-In Exclusion Periods

CODRW

Initial 12-Month Exclusion: 100% Exclusion of income over the amount of prior income (if any). This cumulative period begins on the date a member who is a person with disabilities of a qualified family is first employed OR the date the family first experiences an increase in annual income attributable to employment. The responsible entity must exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over the prior income of that family member. If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months.

Second 12-Month Exclusion/Phase-In: 50% Exclusion of income over the amount of income prior to the beginning of the initial exclusion (if any).

The second 12-month cumulative period after the date a member who is a person with disabilities of a qualified family is first employed OR the date the family first experiences an increase in annual income attributable to employment. The responsible entity must exclude from annual income of a qualified family fifty percent (50%) of any increase in income of the family member who is a person with disabilities as a result of employment over the prior income of that family member. If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months

Maximum 48-Month Disallowance: There is a 48-month (four year) lifetime maximum time frame for each qualifying family member to utilize the Earned Income Disregard. The 48-month period is *consecutive* and begins at the initial exclusion, either the date that a qualified family member is first employed or the date when the family first experienced an increase in annual income. The exclusion ends when the qualifying family member uses both 12-month exclusions (initial 12-month 100% and second 12-month 50%) or until the 48-month lifetime maximum is reached, whichever comes first. No disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

Documentation and Tracking

Documentation should be maintained and may include the following:

1. Date the increase in earned income was reported by the family.
2. Name of the family member whose earned income increased.
3. Reason (new employment, participation in job training program, within six months after receiving TANF) for increase in earned income.
4. Verification of income.
5. Amount of the increase in income (amount to be excluded).
6. Date the increase in income is first excluded from annual income.
7. Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if applicable).
8. Date the family member received a total of 12 months of the initial exclusion.
9. Date the second 12-month (phase-in) exclusion period began.
10. Date(s) earned income ended and resumed during the second cumulative 12-month period of exclusion (if applicable).
11. Date the family member received a total of 12 months of phase-in exclusion.
12. Ending date of the maximum 48-month disallowance period OR full utilization of both 12-month periods, whichever comes first. If all months in both the initial and phase-in periods occur consecutively, this date may be as soon as 24 months from the date the exclusion was first applied.

EID Calculation

CODRW

- A. Current earned income (gross annualized) of EID family member \$ _____
- B. Other current income (gross annualized) of EID family member \$ _____
- C. Total current annual income of EID family member (A+B) \$ _____
- D. Pre-Qualifying income \$ _____
Total gross annual income at last review (earned and unearned) for this member
- E. Full exclusion (C-D, but no more than A) \$ _____
First 12-month exclusion period
- F. 50% exclusion, if applicable (E x 0.050) \$ _____
Second 12-month exclusion period

Question & Answer

Obtained from the HUD website: www.hud.gov/offices/pih/phr/about/ao_fa_q_eid.cfm

Q1: Does the new disregard apply to a tenant who has income from both TANF and employment, beginning prior to October 1, 2002, but then experiences an increase in earnings from work after October 1, 2002?

A1: The new income disregard applies; tenants whose earnings increase while on TANF are eligible for a disregard of their *increased income due to earnings*.

Example:

A tenant has a 20-hour/week job for which she earns \$550 per month (she did not receive the 18-month disregard) and receives \$200/month in TANF benefits. Beginning November 1, 2002 the employer increases her hours to 35 per week with a slight pay increase for a total of \$1000 per month and she stops receiving the TANF benefits. The new disregard applies to her *increase* in income due to earnings. Under the regulations, \$250/month of the increase in earnings is excluded from her annual income to determine her rent, because that is her increase in income (as opposed to the increase in earnings). The annual income used to determine her rent is 12 times the previous \$750/month of income. Her rent would remain what it was in October 2002 (assuming no other changes in income or family composition), because the October and prior rent was based on the previous gross income of \$750/month.

Q2: At a family's last reexamination effective 1/1/2001, the family is receiving welfare assistance. When the family is reexamined for 1/1/2002, a member of the family has earnings after being previously unemployed for twelve months. This change occurred on 6/15/2001, but the family was not required to report it. Now it is being reported for the reexamination effective 1/1/2002. How is the earned income exclusion benefit processed?

A2: By not reporting the increase, the family has received the benefit for the 6 months prior to the reexamination. The family is entitled to 100 percent of the disregard of any incremental increase for the remaining six months. At the end of that six months, the family is then entitled to the 12 month 50% disregard of the incremental increase.

Q4: Does the \$500 minimum dollar requirement apply only when a family is seeking to qualify for the disregard on the basis of receipt of one-time TANF benefits or ancillary benefits such as transportation assistance, (and not to the receipt of monthly TANF income maintenance benefits)?

A4: Yes, the \$500 minimum dollar requirement applies only to one-time benefits, wage subsidies, and transportation. A person receiving regular monthly income benefits in the previous six months is eligible for the disallowance even if the amount received is less than \$500.

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Q5: An individual who was never previously employed obtains his or her first job, but is still receiving a regular monthly income benefit from welfare. Is this individual entitled to the income disregard?

A5: Yes, the individual is eligible for the earned income disregard based on the following criteria: "Whose annual income increases as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for Temporary Assistance to Needy Families funded under Part A of title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare to Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance--provided that the total amount over a six-month period is at least \$500."

Q6: An individual is working but also receiving TANF benefits. If the individual's income increases, and as a result, the individual loses the TANF benefits, does the individual qualify for the income disallowance?

A6: Yes, the individual is eligible for the income disregard based on an increase in income as a result of new employment within six months of receiving TANF.

Q7: Does a family receive the benefit of the income disregard if the family experiences an increase in earnings within six months of receiving a non-cash TANF benefit, such as a \$600 payment to an auto shop for repairs to the tenant's car so she could start a new job?

A7: Yes, receipt of at least \$500 in TANF benefits is sufficient to trigger the disregard. To verify which benefits are funded under of the state's TANF program, contact your state or local welfare office.

Q8: In determining a family's eligibility for the income disregard, must the member of a household who gets a job or increased earnings be the same member of the household who received TANF benefits?

A8: Yes. Only members of a qualified family who are also TANF recipients can receive the disregard based on the qualifying factor related to new employment or an increase in income during or within six months of receipt of TANF.

Q9: At reexamination, if some members of a household have increases in their income, and those household members are not entitled to the disregard, how does this affect the rent at the second twelve-month exclusion and phase-in period?

A9: Any increases in income of family members who are not eligible for the earned income disregard will be considered in determining the family's rent.

Q10: Is a tenant eligible for the income disregard if she obtains a job 2 months after completion of the coursework portion of a vocational school program while she is receiving job search and counseling assistance from the program?

A10: Yes. Because she is still receiving services from the training program, she has started a job during the program and is entitled to the disregard.

CODRW

Q11: If a tenant who qualifies for the disregard gets a job after paying a zero rent, does her rent remain at zero for another 12 months (and then increase to half of what the rent obligation would have been if all her earnings were considered)?

A11: Yes. For example, if a tenant had no income for 12 months prior to getting a job she would meet the eligibility for the disregard as "previously unemployed." Her rent would remain zero for 12 months after her job began. In months 13 - 24 after her employment began, her rent would be based on half her earnings.

Q12: If a PHA does not perform interim reexaminations and increases rents only at the family's annual reexamination, why does EID begin on the first day of the month following the increase in earnings?

A12: According to the regulation, the exclusion actually begins on the date the family is first employed or first experiences an increase in income attributable to employment. However, for administrative and tracking purposes, the PHA can begin the exclusion on the first of the month following the employment or increase in income. Note: If a person who qualifies for EID begins employment or experiences an increase in income and fails to report this change, the PHA will count this time against the family member's exclusion period.

Q13: A tenant received TANF benefits of \$500 per month from March 2004 - August 2004, and at this point the tenant reached the state's TANF time limit and benefits were terminated. The tenant got a job making \$600/month for September through November 2004. At the end of November, the person quit that job and during the week before Christmas started a new job paying \$1200/month. Is the tenant eligible for the disregard when she reports her new earnings in January 2005?

A13: Yes. The tenant qualifies for the income disregard because the individual received TANF benefits within the 6-month period prior to January 2005. In addition, in the 12 months prior to beginning her new job, she earned only \$1,800, which is less than 500 hours at the federal minimum wage (currently \$2,575) so she is considered to be "previously unemployed."

Q14: How many times in a 48-month period can a family qualify for the earned income exclusion?

A14: A family member can only receive a total of 12 months for 100% of the incremental increase disregard, and 12 months of the 50% disregard in his or her lifetime. The disregard only applies for a maximum of 4 years from the time it is first applied.

Q15: If a tenant is eligible for the earned income disregard, can the disregarded amounts be used in determining the cap for the childcare expense deduction?

A15: In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income; therefore, the disregarded amounts can not be used in determining the cap for the childcare expense deduction. (See definition of childcare expenses at 24 CFR 5.603.)

Example:

A resident is receiving the benefit of the new earned income disregard. Her salary is \$9,000/year, however, only \$3,000 of this amount is being included in annual income. The remaining \$6,000 is being disregarded. Childcare expenses for her four-year-old daughter total \$3,640/year. The resident's childcare deduction is capped at \$3,000, because this is the amount that is included in annual income.

CODRW

**Full Text of 24 CFR 5.617
Earned Income Disregard**

Sec. 5.617 Self-sufficiency incentives for persons with disabilities--Disallowance of increase in annual income.

(a) **Applicable programs.** The disallowance of increase in annual income provided by this section is applicable only to the following programs: HOME Investment Partnerships Program (24 CFR part 92); Housing Opportunities for Persons with AIDS (24 CFR part 574); Supportive Housing Program (24 CFR part 583); and the Housing Choice Voucher Program (24 CFR part 982).

(b) **Definitions.** The following definitions apply for purposes of this section. **Disallowance.** Exclusion from annual income. **Previously unemployed** includes a person with disabilities who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage. **Qualified family.** A family residing in housing assisted under one of the programs listed in paragraph (a) of this section or receiving tenant-based rental assistance under one of the programs listed in paragraph (a) of this section.

(1) Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

(2) Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

(3) Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to

monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance--provided that the total amount over a six-month period is at least \$500.

(c) **Disallowance of increase in annual income--**(1) **Initial twelve month exclusion.** During the cumulative twelve month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must

exclude from annual income (as defined in the regulations governing the applicable program listed in paragraph (a) of this section) of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

(2) **Second twelve month exclusion and phase-in.** During the second cumulative twelve month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

(3) **Maximum four year disallowance.** The disallowance of increased income of an individual family member who is a person with disabilities as provided in paragraph (c)(1) or (c)(2) is limited to a lifetime 48 month period. The disallowance only applies for a maximum of twelve months for disallowance under paragraph (c)(1) and a maximum of twelve months for disallowance under paragraph (c)(2), during the 48 month period starting from the initial exclusion under paragraph (c)(1) of this section.

(d) **Inapplicability to admission.** The disallowance of increases in income as a result of employment of persons with disabilities under this section does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

CODRW

Habitability Standards

All housing assisted under 24CFR574.300(b)(3),(4),(5), and (8), including the HOPWA Rental Assistance Program, must provide safe and sanitary housing that is in compliance with the habitability standards outlined below and any state or local requirements. Mark each statement as A for approved or D for deficient. Property must meet all standards in order to be approved.

- i. Structure and materials: The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.
- ii. Access: The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
- iii. Space and Security: Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.
- iv. Interior air quality: Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
- v. Water Supply: The water supply must be free from contamination at levels that threaten the health of individuals.
- vi. Thermal environment: The housing must have adequate heating and/or cooling facilities in proper operating condition.
- vii. Illumination and electricity: The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
- viii. Food preparation and refuse disposal: All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
- ix. Sanitary Conditions: The housing and any equipment must be maintained in sanitary condition.
- x. Lead-based paint: If the structure was built prior to 1978, and a child under the age of six or a pregnant woman will reside in the property, and the property has a defective paint surface inside or outside the structure, the property cannot be approved until the defective surface is repaired by at least scraping and painting the surface with two coats of non-lead based paint. Defective paint surface means: applicable surface on which paint is cracking, scaling, chipping, peeling or loose. If a child under age six residing in the HOPWA-assisted property has an Elevated Blood Level, paint surfaces must be tested for lead-based paint. If lead is found present, the surface must be abated in accordance with 24 CFR Part 35.
Note the following to assist in determining if unit can be approved or is deficient: Date built/rehabbed _____; Children under 6 present _____; Pregnant woman _____; LBP brochure provided to household and signature of receipt on file _____.
- xi. Smoke detectors: The HOPWA program must comply with the Fire Administration Authorization Act of 1992 (P.L. 102-522). Smoke detectors must be installed in accordance with NFPA 74, or more stringent local policies as applicable. Existing units must contain a single or multiple station smoke detector; outside each sleeping area; on each level; battery operated or hard wired; clearly audible or interconnected. Accommodations must be made for individuals with sensory impairments.

(Source: U.S. Department of Housing and Urban Development: 24 CFR Part 574, B574.310 (b), B882.404(c)(3); and CPD-94-05.)

CERTIFICATION STATEMENT

I certify that I am not a HUD certified inspector and I have evaluated the property located at the address below to the best of my ability and find the following:

The property meets all of the above standards The property does not meet all of the above standards.

The property is Rent Reasonable The property is not Rent Reasonable

Therefore, I make the following determination: The property is approved. The property is not approved.

Case Name _____

Street Address _____

Apartment # _____ City _____ State _____ Zip _____

Evaluator's Signature: _____ Date: _____

Please Print Name: _____ CBO Exec. Dir. Initial _____

CODRW

Attachment XXV

**FLORIDA STATE HOPWA PROGRAM
TERMINATION OF ASSISTANCE LETTER SAMPLE**

**(Insert Name)
(Insert Address)
(Insert City, State, Zip Code)**

Subject: NOTICE OF TERMINATION OF ASSISTANCE

Dear **(Insert Ms./Mr. Last Name)**:

You are being terminated from the Florida State HOPWA TBRA Program effective **(insert date)**. A copy of this letter is provided to your landlord, and serves as notice of cancellation of Housing Assistance Payments on **(insert date)**. If you remain in your current unit after that date, you will be responsible for the total amount of rent due.

If you feel you should not be terminated from rental assistance, you have a right to discuss this with me. Please contact me at **(insert phone/e-mail)** to set up an appointment.

If you have questions, please call me at **(insert phone)**. Thank you for your cooperation.

Sincerely,

Participant Conference/ Termination Checklist

Family Name _____ Agency Name _____

<p><i>Please have participant acknowledge each action with their initials and date.</i></p> <p><input type="checkbox"/> Step 1: Participant Conference #1 at Agency</p> <p style="margin-left: 40px;">_____ _____ Participant Initials Date</p> <p><input type="checkbox"/> Step 2: Participant Conference #2 at Agency</p> <p style="margin-left: 40px;">_____ _____ Participant Initials Date</p> <p><input type="checkbox"/> Step 3: Final Participant Conference at Agency</p> <p style="margin-left: 40px;">_____ _____ Participant Initials Date</p> <p><input type="checkbox"/> Step 4: Final Violation (Timeline entered into Elite, and all termination documentation sent to DOH for review)</p>	<p>-OR- steps do not apply due to:</p> <p><input type="checkbox"/> Legal Eviction</p> <p><input type="checkbox"/> Voucher Expired</p> <p><input type="checkbox"/> Deceased</p> <p><input type="checkbox"/> Relinquishment</p> <p><input type="checkbox"/> Other _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
--	---

Summary of Termination Request (include forwarding address for termination letter):

For DOH Use Only

Termination Review Outcome: _____

- | | |
|---|---|
| <input type="checkbox"/> Proceed with Termination | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Need more documentation/info | <input type="checkbox"/> Schedule additional participant conference |

Notes: _____

Authorized Signature _____ Date _____

CODRW

Attachment XXVII
Application and Data Security and Confidentiality

This attachment is for the purpose of ensuring adequate information security protection is in place in at all times during this contract between the Department of Health hereinafter referred to as “the (Department)” and service providers, vendors, and information trading partners, all referenced hereinafter together referred to as “Providers” in this attachment.

In this document, the term State Data means any electronic information including, but not limited to, records, files, computer programs, and databases, that are owned by the state of Florida.

1. **Hosting Data or Applications** – This section applies to all contracts whereby a Provider is hosting data, or hosting an application that processes data, on behalf of the Department. Provider will comply with the following:
 - a. Provider, its employees, subcontractors, and agents will comply with all security and administrative requirements of the Department in performance of this contract. Provider will provide immediate notice to the Department’s Information Security Manager (ISM), or their designee, in the event it becomes aware of any security breach and any unauthorized transmission of State Data as described below or of any allegation or suspected violation of security requirements of the Department.
 - b. Provider will produce, upon entering a contract, a current security audit (no more than 12 months old) performed by a third party that is certified to perform such audits that demonstrate the use of sound security measures and practices by the Provider hosting the data or application that is processing data, as defined by a nationally recognized security framework. Provider will produce the status of any corrective action plans underway to address deficiencies found in the security audit. Provider must provide an annual update on any open corrective action plans associated with the most recent audit’s noted deficiencies. The Department has the right to require Provider to produce a new or updated audit every three years during the contract term, at Provider’s expense.
 - c. Provider will provide a copy of its American Institute of Certified Public Accountants (AICPA) “Standards for Attestation Engagements no. 18” (SSAE 18) Service Organization Controls (SOC) Report, SOC #, Type #, to the Department by _____. For each additional year of the contract, at the request of the Department, Provider will obtain a current American Institute of Certified Public Accountants (AICPA) “Standards for Attestation Engagements no. 18” (SSAE 18).
 - d. **Data Loss Prevention:** Provider will perform periodic backups of all data (files, programs, databases, electronic records, etc.) hosted by Provider on behalf of the Department sufficient to ensure no data loss occurs, and that data will be restored from backup when necessary at the Provider’s sole expense. In the event of loss of any State Data or records, where such loss is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or financial consequences per the Contract.
 - e. **Breach:** A confirmed event that compromises the confidentiality, integrity or availability of information or data. In the event of a breach of any State Data where such breach is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or

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financial consequences per the Contract. Provider may be subject to administrative sanctions for failure to comply with section 501.171, Florida Statutes, for any breach of data, due to a failure to maintain adequate security, and responsible for any costs to the Department for the breach caused by Provider.

- f. **Data Protection:** No State Data or information will be stored in, processed in, or shipped to offshore locations or outside of the United States of America, regardless of method, except as required by law. Access to State Data will only be available to approved and authorized staff, including offshore Provider personnel, that have a legitimate business need. Requests for offshore access will be submitted in accordance with the Department established processes and will only be allowed with express written approval from the Deputy Secretary of Operations. Third parties may be granted time-limited terminal service access to IT resources as necessary for fulfillment of related responsibilities with prior written approval by the ISM. Third parties will not be granted remote access via VPN, private line, or firewall holes, without an approved exemption. Requests for exceptions to this provision must be submitted to the ISM for approval. When remote access needs to be changed, the ISM will be promptly notified. Provider will abide by all Department and state of Florida data encryption standards regarding the transmission of confidential or confidential and exempt information. Documented encryption standards will be provided upon request. Offshore data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the ISM. Confidential information must be encrypted using an approved encryption technology when transmitted outside of the network or over a medium not entirely owned or managed by the Department.
- g. **Notice Requirement:** Provider will notify the Department upon detection of anomalous or malicious traffic within the scope of contracted services. To the extent applicable, failure to notify the Department of events or incidents that result in breach will subject Provider to legal sanctions, financial consequences per the contract and/or any costs to the Department of such breach of security.
- h. **Data Retention:** Provider must retain data as follows:
- i. **Copies:** At contract termination or expiration, submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Provider under the contract; submit copies of all State Data to the Department in a format to be designated by the Department in accordance with section 119.0701, Florida Statutes; shred or erase parts of any retained duplicates containing personal information of all copies to make any personal information unreadable.
 - ii. **Originals:** At contract termination or expiration—retain its original records, and maintain, in confidence to the extent required by law, Provider's original records in un-redacted form, until the records retention schedule expires and to reasonably protect such documents and data during any pending investigation or audit.
 - iii. **Both Copies and Originals:** Upon expiration of all retention schedules and audits or investigations and upon notice to the Department, destroy all State Data from Provider's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.

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2. **Application Provisioning** – This section applies to all contracts whereby a Provider is making available a software application to be used by the Department for collecting, processing, reporting, and storing data. Provider's software application used for the Department's automation and processing must support, and not inhibit, each of the following Department security requirements:

- a. Users must never share account passwords or allow other users to use their account credentials. Users are responsible for all activities occurring from the use of their account credentials.
 - i. Department employees are responsible for safeguarding their passwords and other authentication methods by not sharing account passwords, email encryption passwords, personal identification numbers, smart cards, identification badges, or other devices used for identification and authentication purposes.
 - ii. Passwords will not be passed or stored in plain text. Passwords must be encrypted or secured by other means when stored or in transit.
- b. Department employees will be accountable for their account activity.
 - i. Audit records will allow actions of users to be uniquely traced for accountability purposes.
 - ii. User accounts must be authenticated at a minimum by a complex password. Department accounts will require passwords of at least 10 characters to include an upper and lowercase letter, a number, and a special character.
 - iii. Department employees must log-off or lock their workstations prior to leaving the work area.
 - iv. Workstations must be secured with a password-protected screensaver with the automatic activation feature set at no more than 10 minutes.
- c. Department employees must not disable, alter, or circumvent Department security measures.
- d. Computer monitors must be protected to prevent unauthorized viewing.
- e. Consultation involving confidential information must be held in areas with restricted access.
- f. Confidential information must be printed using appropriate administrative, technical, and physical safeguards to prevent unauthorized viewing.
- g. Access to data and information systems must be controlled to ensure only authorized individuals are allowed access to information and that access is granted upon a "need-to-know" basis only.
- h. User accounts will be deleted or disabled, as appropriate, within 30 days of employment termination, non-use of account for 60 consecutive days, or under direction of a manager or Personnel and Human Resource Management's notification of a security violation.
- i. Confidential information will not be disclosed without proper authority. It is the responsibility of each member of the workforce to maintain the confidentiality of information and data. Any employee who discloses confidential information will ensure sufficient authorization has been received, the information has been

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reviewed and prepared for disclosure as required, and no revocation of the requesting document has been received.

- j. All employees are responsible for protecting Department data, resources, and assets in their possession.
- k. All employees are responsible for immediately notifying their local information security coordinator of any violation of Department security policies, or suspected/potential breach of security.
- l. All employees will be knowledgeable of the classifications of data and information and the proper handling of data and information.

3. **Data Interchange** – This section applies to contracts whereby the Department will be sending data transmissions to, or receiving data transmissions from, a Provider for the purpose of independent processing. Examples include: sending laboratory orders to a laboratory, receiving laboratory results, sending billing information to a clearing house, receiving billing results or notification of payment, sending vital statistics to the Social Security Administration, sending physician licensing information to Florida's Agency for Health Care Administration, receiving continuing education credit information for medical profession licensees, etc. Data interchange contracts must have a data sharing agreement in place. Provider will comply with the following:

- a. Follow all Department and state of Florida data encryption standards regarding the transmission of confidential or confidential and exempt information between the Department and the Provider. Documented encryption standards will be provided upon request. All transmission of confidential or confidential and exempt data must utilize a protected protocol such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the ISM.
- b. Use of any connection to the Department's network will be for retrieving information delivered by the Department, or sending data to the Department, and not for any other access to resources on the Department's network.
- c. Protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, retrieved from the Department pursuant to this agreement. The user will immediately notify the Department's ISM of any loss or breach of information originating from the Department and retrieved by Provider.

4. **All IT Services** – This section applies to all contracts whereby a Provider is providing IT services to the Department.

Provider will protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, acquired from the Department pursuant to this agreement. Except as required by law or legal process and after notice to the Department, Provider will not divulge to third parties any confidential information obtained by Provider or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security design or architecture, business operations information, or commercial proprietary information in the possession of the state or the Department.

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PLANNED LEVERAGED NON-HOPWA FUNDS

(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, 2021.

	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:

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***Note: Match is not required, however, the Department must report to HUD plans and progress in obtaining "other" public and private resources to address housing needs identified in the state plan.**

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HOPWA PERFORMANCE CHART

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, 2021.

		Outputs Households			
		HOPWA Assistance		Non-HOPWA	
HOPWA Performance Chart Planned Goal and Actual Accomplishments		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>				

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HOPWA CLIENT SATISFACTION SURVEY

Agency Name: _____

Date: _____

1. How long have you been a client of this agency?

- Less than 1 year
- 1 to 2 years
- 3 to 5 years
- More than 5 years

2. What type of HOPWA assistance have you received in the past 12 months? (Check all that apply)

- Rent
- Mortgage
- Utility
- Security deposit
- Transitional Housing

3. For each month of assistance used, what event or circumstance led to the need for HOPWA assistance? (Check all that apply).

- Lost wages due to being too ill to work
- Moved to stable, affordable housing
- Waiting on disability determination
- Other: _____
- Unexpected medical expenses
- Income too low to afford housing
- Left unsafe living situation

4. Number of days you were homeless during the past 12 months? _____

5. Number of residences you were living in during the past 12 months? _____

6. How would you describe your overall health today? Excellent Good Fair Poor

7. What is your current living situation?

- Own home
- Rent alone
- Rent with family/partner
- Other: _____
- Live with family/friend without rent
- Live with and rent from family/friend
- Rent with roommate (not family/partner)

8. Have you and your case manager developed a housing plan that will result in a stable housing situation independent of future HOPWA assistance?

- Yes
- No
- Not Sure

9. Have you and your case manager discussed emergency preparedness?

- Yes
- No
- Not Sure

10. Are you able to contact your case manager quick enough to meet your needs?

- All the time
- Most times
- Sometimes
- Rarely
- Never
- Does not apply

11. Is your case manager responsible and professional?

- All the time
- Most times
- Sometimes
- Rarely
- Never
- Does not apply

12. Overall, are you satisfied with the HOPWA services you have received in the past 6 months?

- All the time
- Most times
- Sometimes
- Rarely
- Never
- Does not apply

13. Has the HOPWA program met your housing assistance needs?

- All the time
- Most times
- Sometimes
- Rarely
- Never
- Does not apply

About You

14. Your gender is

- Male
- Female
- Transgender

15. Your race/ethnicity is

- White
- Black
- Asian
- Other

16. Are you Hispanic?

- Yes
- No

17. How old are you?

- Under 20
- 20-39
- 40-49
- 50-59
- 60-69
- 70+

18. You have completed this survey

- by yourself
- with help from agency staff
- with other help

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STATE HOPWA PROGRAM

CASE MANAGEMENT FILE REVIEW WORKSHEET

Attachment XXXI

Y N N/A COMMENTS

		Y	N	N/A	COMMENTS
1	Client ID #				
2	Notice Of Eligibility				
3	Income Eligibility Calculation Worksheet				
4	State HOPWA Program Checklist (not sex offender statement not applicable as per FDOH memo dated 5/10/19)				
5	Signed Participation Agreement				
6	Completed Application Form for Housing Assistance				
7	Verification of 80% Median Income				
8	Zero Income Affidavit (<i>Attachment 20</i> in policies and procedures)				
9	Client Needs Assessment for Assistance				
10	Signed Participant Rights and Responsibilities (no meth or not sex offender statement not applicable as per FDOH memo dated 5/10/19)				
11	Signed Consent to Release Information				
12	Client Budget Worksheet				
13	Signed Housing Plan of Care, which includes: <ul style="list-style-type: none"> • Goals and target dates • Progress and dates • Accomplished goals and completion dates 				
14	Housing Plan of Care (updated monthly to reflect progress)				
15	Worksheet for Calculating the Maximum Subsidy for Resident Rent/Mortgage Payment				
16	Rent Reasonableness Checklist and Certification				
17	Transitional Housing does not exceed 60 days in 6 months				
18	Completed Security Deposit Agreement (PHP)				
19	Completed Client Agreement for Return of Security Deposit (PHP)				
20	PHP does not exceed 2 months of rent costs, including security deposits and fees for credit checks				
21	Completed Landlord Agreement (rent only)				
22	Mortgage statement/Coupon				
23	Utility statement				
24	Short-Term Rent/Mortgage does not exceed 21 weeks in a 52-week period				
25	Short-Term Utility assistance does not exceed 21 weeks in a 52-week period				
26	Income Eligibility Worksheet (in a separate Excel file on HOPWA website)				
27	Tenant Income and Rent Calculation Worksheet (in a separate Excel file on HOPWA website)				
28	Earned Income Disregard Worksheet (in a separate Excel file on HOPWA website)				
29	HQS Habitability Standards				
30	File includes Client Housing and Support Service Payment Assistance Worksheet				

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XXXI

Y N N/A COMMENTS

31	Signed Memorandum of Understanding for Confidentiality of Client Information (Housing Coordinator signs)				
32	Comprehensive case notes are sufficient to document each encounter with client, and mirror the Plan of Care				
33	Participant Conference/Termination Checklist (<i>Florida DOH, HIV/AIDS Section, Client Complaint, Grievance, and Appeal Procedures</i> were followed)				
34	Termination of Assistance Letter Sample (<i>Florida DOH, HIV/AIDS Section, Client Complaint, Grievance, and Appeal Procedures</i> were followed.)				
35	File is maintained in an organized and orderly fashion				

Service(s) Provided

Support Service – Transitional Housing	Support Service – Permanent Housing Placement (PHP)	STRMU – Rent	STRMU – Mortgage	STRMU – Utility	Tenant-Based Rental Assistance (TBRA)	Other

State of Florida Authorization to Incur Travel Expenses	Name	Official Headquarters	Date
	Department	Division	

Purpose of Trip:	Departure Date	Return Date	Total I/s
Destination:			

Conference or convention travel: Explanation of benefits accruing to the State of Florida	Departure Time	Return Time	Trij Numt

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>
----------------	--------------------------------	-------------	------------------------------	-------------

STATE OF FLORIDA		TRAVELER				AGENCY						
VOUCHER FOR REIMBURSEMENT		SOCIAL SECURITY NO.				HEADQUARTERS						
OF TRAVEL EXPENSES		CHECK ONE: OFFICER/EMPLOYEE NONEMPLOYEE IND. CONTRACTOR OPS				RESIDENCE (CITY)						
DATE	Travel Performed From Point of Origin To Destination	Purpose or Reason (Name of Conference)	Hour of Departure And Hour of Return	Meals for Class A & B Travel	Per Diem or Actual Lodging Expenses	Class C Meals	Map Mileage Claimed	Vicinity Mileage Claimed	Other Expenses			
									Amount	Type		
Statement of Benefits to the State: (Conference or Convention)						Column Total	Column Total	Column Total	0 Mi. 44.5 ¢ Mi.	Column Total	Summary Total	
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Revolving Fund:		Advance:		LESS ADVANCE RECEIVED								
Check No.		Warrant No.		LESS CLASS C MEALS (Officers/Employees Only)								\$ -
Check Date		Warrant Date		LESS NON-REIMBURSABLE ITEMS INCLUDED ON PURCHASING CARD								
Agency Voucher No.		Statewide Doc. No.		NET AMOUNT DUE TRAVELER								\$ 0.00
		Agency Voucher No.		NET AMOUNT DUE THE STATE								\$ 0.00
I hereby certify or affirm and declare that this claim for reimbursement is true and correct in every material matter; that the travel expenses were actually incurred by me as necessary in the performance of official duties; that per diem claimed has been appropriately reduced by any meals or lodging included in the convention or conference registration fees claimed by me, and that this voucher conforms in every respect with the requirements of Section 112.061, Florida Statutes						Pursuant to Section 112.061 (3) (a), Florida Statutes, I hereby certify or affirm that to the best of my knowledge the travel was on official business of the State of Florida and was for the purpose(s) stated above.						
						SUPERVISOR'S SIGNATURE:						
TRAVELER'S SIGNATURE:						SUPERVISOR'S TITLE:						
SIGNATURE DATE:						SIGNATURE DATE:						
TITLE:												
FOR AGENCY USE:												

TRAVEL PERFORMED BY COMMON CARRIER OR STATE VEHICLE <i>THIS SECTION REQUIRED TO BE COMPLETED ONLY WHEN COMMON CARRIER IS BILLED DIRECTLY TO THE STATE AGENCY</i>				
Date	Ticket Number or State Vehicle Number	From	To	Name of Common Carrier or State Agency Owning Vehicle

STATE OF FLORIDA PURCHASING CARD CHARGES <i>THIS SECTION REQUIRED TO BE COMPLETED ONLY WHEN TRAVEL RELATED EXPENSES ARE PAID BY USING THE STATE OF FLORIDA PURCHASING CARD</i>			
Date	Merchant/Vendor	Description of Item Acquired	Amount of Charge

THIS SECTION REQUIRED TO BE COMPLETED ONLY WHEN NON-REIMBURSEABLE ITEMS WERE PURCHASED USING THE STATE OF FLORIDA PURCHASING CARD			
Date	Merchant/Vendor	Description of Item Acquired	Amount of Charge
Total (This amount must appear on the line "Less Non-Reimbursable Items Included on Purchasing Card" on the reverse side of this form.)			\$ -

GENERAL INSTRUCTIONS

Class A travel – Continuous travel of 24 hours or more away from official headquarters.
 Class B travel – Continuous travel of less than 24 hours which involves overnight absence from official headquarters.
 Class C travel – Travel for short or day trips where the traveler is not away from his official headquarters overnight.

Breakfast — when travel begins before 6 a.m. and extends beyond 8 a.m.
 Lunch ——— when travel begins before 12 Noon and extends beyond 2 p.m.
 Dinner ——— when travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during night-time hours due to special assignment.

NOTE: No allowance shall be made for meals when travel is confined to the city or town of official headquarters or immediate vicinity except assignments of official business outside the traveler's regular place of employment if travel expenses are approved and such special approval is noted on the travel voucher. Rate of Per Diem and Meals shall be those prescribed by Section 112.061, Florida Statutes.

Non-reimbursable items may not be charged on the State of Florida Purchasing Card. Inadvertent non-reimbursable charges are to be deducted from the travel reimbursement claimed on the reverse side of this form on the line "Less Non-reimbursable Items Included on Purchasing Card" and the above "Non-reimbursable Items" section of "State of Florida Purchasing Card Charges" section above must be completed.

Per diem shall be completed at one-fourth of authorized rate for each quarter or fraction thereof. Travel over a period of 24 hours or more will be calculated on the basis of 8-hour cycles, beginning at midnight; less than 24-hour travel will be calculated on the basis of 8-hour cycles, beginning at the hour of departure from official headquarters. Hour of departure and hour of return should be shown for all travel. When claiming per diem, the meal allowance columns should not be used. Claims for actual lodging at single occupancy rate plus meal allowances should be put in the "Per Diem or Actual Lodging Expenses" column and include the appropriate meal allowances in the "Meals for Class A & B Travel" column. Claims for meals allowance involving travel that did not require the traveler to be away from headquarters overnight should be included in the "Class C Meals" column. Vicinity travel must appear in the separate column. When travel is by common carrier and billed directly to the traveler, the amount and description should be included in the "Other Expenses" column. A copy of the ticket or invoice should be attached to this form. If travel is by common carrier and billed directly to the State agency, then the "Travel Performed by Common Carrier or State Vehicle" section above should be completed. If travel is by common carrier and the carrier is paid by the use of the State of Florida Purchasing Card, then the "State of Florida Purchasing Card Charges" section above should be completed. The name of the common carrier should be inserted in the "Map Mileage Claimed" column in these instances. Justification must be provided for use of a noncontract airline (or one offering equal or lesser rates than the contract airline) or rental car (or one having lower net rate) when contract carriers are available. Additionally, justification must be provided for use of a rental car larger than a Class "B" car. If travel is performed by the use of a State-owned vehicle, the word "State" should be inserted in the "Map Mileage Claimed" column on the reverse side of this form, and the above section designated as "Travel Performed by Common Carrier or State Vehicle" should be completed. If lodging is paid by the use of the State of Florida Purchasing Card, the words "Purchasing Card" should be inserted in the "Per Diem or Actual Lodging Expenses" column on the reverse side of this form, and the above section designated as "State of Florida Purchasing Card Charges" should be completed. Incidental travel expenses which may be reimbursed include: (a) reasonable taxi fare; (b) ferry fares and bridge, road, and tunnel tolls; (c) storage and parking fees; (d) telephone and telegraph expenses; (e) convention or conference registration fee. If meals are included in the registration fee, per diem should be reduced accordingly. Receipts should be obtained when required. The official Department of Transportation map should be used in computing mileage from point of origin to destination whenever possible. When any State employee is stationed in any city or town for over 30 days continuous work days, such city or town shall be deemed to be his official headquarters and he shall not be allowed per diem or subsistence after the period of 30 continuous work days has elapsed, unless extended by the approval of the agency head. If travel is to a conference or convention, the "Statement of Benefits to the State" section must be completed or a copy of the Authorization to Incur Travel Expense, Form DFS-AA-13, must be attached. Additionally, a copy of a agenda and and registration receipt must be attached. Any fraudulent claim for mileage, per diem or other travel expense is subject to prosecution as a misdemeanor.

Certificate Of Completion

Envelope Id: 090994DBF8CD4B3DA1EF3FFFA6031A17 Status: Sent
 Subject: Contract CODRW: Has been sent to the providers POC to obtain signature
 Source Envelope:
 Document Pages: 80 Signatures: 0 Envelope Originator:
 Certificate Pages: 2 Initials: 0 JoAnn Nelson
 AutoNav: Enabled JoAnn.Nelson@flhealth.gov
 Envelope Stamping: Enabled IP Address: 10.62.67.241
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: JoAnn Nelson Location: DocuSign
 9/25/2020 8:26:22 AM JoAnn.Nelson@flhealth.gov

Signer Events

Signature	Timestamp
Titus Tillman Titus.Tillman@flhealth.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	
Keysha Thomas Keysha.Thomas@flhealth.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	
Emma Spencer Emma.Spencer@flhealth.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	
JoAnn Nelson joann.nelson@flhealth.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	
Carina Blackmore, DVM,PhD, Dipl ACVPM Carina.Blackmore@flhealth.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	
Shamarial Roberson Shamarial.Roberson@flhealth.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
JoAnn Nelson joann.nelson@flhealth.gov Carahsoft OBO Florida Department of Health Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 9/25/2020 8:44:08 AM
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Titus Tillman Titus.Tillman@flhealth.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/25/2020 8:44:07 AM Viewed: 9/25/2020 9:25:50 AM
Gil Barnes Gil.Barnes@flhealth.gov Office Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/25/2020 8:44:07 AM
Claudia Yabrudy Claudia.Yabrudy@ocfl.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/25/2020 8:44:08 AM Viewed: 9/25/2020 9:57:02 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/25/2020 8:44:08 AM
Payment Events	Status	Timestamps