

CONTRACT # Y23-2506A

THIS HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM GRANT CONTRACT (hereinafter “Contract”) is entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida, (hereinafter referred to as the “the County” or “Agent”) with a mailing address of 201 South Rosalind Avenue, Orlando, Florida 32801, and **Aspire Health Partners, Inc.**, a nonprofit corporation organized under the laws of the State of Florida, with a principal address of **5151 Adanson Street, Orlando, Florida 32804** (hereinafter referred to as “Project Sponsor” or “Subrecipient”)

W I T N E S S E T H:

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

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

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

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

WHEREAS, the City has designated the County to serve as a subrecipient and administer the City’s HOPWA Program on behalf of the City through an agreement, which authorizes the County’s Health Services Department (HSD) to act as the City’s Administrative Agent; and

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

ARTICLE I

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

ARTICLE II: SERVICES

1. **Scope of Services**: The City has awarded a subaward to the Project Sponsor, which will be administered by the Agent, in the amount of **one million forty-eight thousand four hundred six**

Dollars and no Cents (\$1,048,406.00) from Fiscal Year **2023-2024** HOPWA funds, CFDA: 14.241, for eligible housing assistance services (“Services”) provided by the Project Sponsor, pursuant to 24 CFR §574.300(b). The Project Sponsor shall render Services within the Orlando EMSA during the term of this Contract. Services shall be delivered in accordance with **Exhibit “A”** and the City of Orlando’s Annual Action plan available at www.cityoforlando.net/housing/ under *Plans and Reports*.

In accordance with 2 CFR § 200.332, the County has clearly identified this subaward to the Project Sponsor by providing additional information as described in **Exhibit “H”** attached to this Contract.

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

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

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

- a.) **Case Management Services**: If the Project Sponsor is using Grant Funds to provide case management services, the Project Sponsor shall ensure that qualified facility-based agencies are contacted to provide individuals with housing prior to utilizing lodging facilities, such as hotels, motels, and other similar establishments, to provide housing. Proof of such attempts shall be submitted with the request for reimbursement as described in Article III, Section 3 herein. Project Sponsors providing case management shall also comply with the attached Scope of Services.
- b.) **Facility Based Housing Assistance**: If the Project Sponsor is using Grant Funds to provide facility based housing assistance, the Project Sponsor agrees to maintain the housing facility in good repair at all times and provide safe and sanitary housing that is in compliance with all applicable State and local housing codes, licensing requirements, and all requirements regarding the condition of the facility and the operation of the facility, and also with 24 CFR §574.310(b)(2) relating to housing quality standards (“HQS”) as applicable to the services provided under this Contract. The Project Sponsor agrees to allow the Agent to conduct HQS inspections periodically, but in no event no less than once a year. If any deficiencies are found that cause the HQS to fail, the Project Sponsor must remedy these deficiencies within thirty (30) days of notification by the Agent. Furthermore, the Project Sponsor agrees to comply with the minimum use period for any building or structure assisted with HOPWA funds, as set forth in 42 U.S.C. §12907 and 24 CFR §574.310(c). If applicable, the Project Sponsor shall comply

with 24 CFR §574.310(d) and (e) relating to Resident Rent Payments and Terminations of Assistance. Project Sponsors providing this service shall also comply with attached Scope of Services.

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

ARTICLE III: FUNDING

1. **Expenditure of Funds:** The Project Sponsor shall use the funds for eligible expenses permitted under the AIDS Housing Opportunity Act, the HOPWA regulations as set forth in 24 CFR Part 574, and in accordance with the Budget, including administrative costs which shall not exceed seven-percent (7%) of the total Contract amount and made part hereof by this reference. The Agent may require a more detailed budget breakdown than the one contained herein, and the Project Sponsor shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the Agent. If the Contract amount is increased or decreased at any time during the Contract term, the Project Sponsor shall provide a revised budget within thirty (30) days of the funding change. Expenditures shall be directly attributable to the provision of housing assistance services and comply within the timeframes set forth in **Exhibit “B”** and paid in accordance with **the terms of the Contract**. The Project Sponsor shall not use any HOPWA funds for any prohibited activities as set forth in 24 CFR Part 574. The Project Sponsor acknowledges and agrees that any funds not used in accordance with permitted HOPWA regulations must be repaid to the Agent, who in turn will repay the City. Project Sponsor may not incur costs for services related to this Contract after September 30, 2024, without written amendment to this Contract. In accordance with 24 CFR §574.400, the Project Sponsor may not use Grant Funds received under this Contract to replace other amounts made available or designated by State or local governments through appropriations for purposes as contemplated under this Contract.

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

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

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

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

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

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

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

The Project Sponsor shall only submit invoices for indirect costs if the Project Sponsor has developed a "Costs Allocation Plan" and has an approved rate from Federal Cognizant Project Sponsor or the non-federal entity may elect to charge "de minimis" rate of ten percent (10%) of modified total direct costs (MTDC), which may be used indefinitely, as described in 2 CFR 200, as applicable Indirect (F&A)

costs of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Modifications within each category of the line-item budget of less than seven-percent (7%) of any permitted line-item are permitted without prior approval by the Agent, so long as notification of such modification(s) are submitted to the Agent. Budget line-item shifts of seven-percent (7%) or more shall require the submittal of a written request, prior review and approval by the Agent. Nothing in this Contract may be interpreted to authorize the Project Sponsor to use more than seven-percent (7%) of the subaward for administrative costs.

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

It is anticipated that the Agent, or its authorized representative, will provide payment to the Project Sponsor within forty-five (45) days from the date of receipt and in accordance with the Local Government Prompt Payment Act, as set forth in Chapter 218, Florida Statutes. Invoices that are incomplete or that fail to include the necessary supporting documentation may result in delay or denial of payment. The Agent reserves the right to withhold or deny payment for the Project Sponsor's failure to: (i) provide services that comply with this Contract; (ii) provide any and all required reports and/or documents due from the Project Sponsor as part of this Contract or any modification thereto; or (iii) the Project Sponsor's failure to otherwise comply with all of the terms and conditions set forth herein. The Agent reserves the right to reduce future payments due to the Project Sponsor by the amount owed to the Agent which is not repaid within ninety (90) days after the Agent's request. The Project Sponsor acknowledges that any remaining unspent Funds awarded for the Grant year shall not be carried over to the following Grant year.

The Project Sponsor acknowledges that this Contract is funded by a federal award from HUD that is passed-through the City. The Project Sponsor agrees that the Agent's payment to the Project Sponsor under this Contract is contingent upon the City subsequently reimbursing the Agent for the Agent's payment to the Project Sponsor. In the event that the City denies a request for reimbursement from the Agent, the Agent may require the Project Sponsor to repay the funds that were denied for reimbursement by the City within thirty (30) days. The Project Sponsor's failure to repay the Agent as required by this paragraph may result in the Agent withholding or denying future payments, terminating this Contract, barring the Project Sponsor from consideration for future subawards, or all of the aforementioned.

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

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

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

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

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

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

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

ARTICLE IV: PROJECT SPONSOR OBLIGATIONS

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

2. **Contract Liaison.** The Project Sponsor shall designate a contract liaison, to monitor the Project Sponsor's performance of the provisions set forth in this Contract (hereinafter referred to as "Contract Liaison"). The Project Sponsor shall ensure that the Contract Liaison will be available to meet with the Agent's staff to review activities on an "as needed" basis, or as otherwise requested by the Agent. Should there be any change in the Project Sponsor's Contract Liaison; the Agent shall be promptly notified of such change in writing in accordance with Article XIII of this Contract.

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

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

ARTICLE V: GENERAL TERMS AND CONDITIONS

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

2. **Uniform Administrative Requirements and Cost Principles.** The Project Sponsor shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth

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

3. **Non-Discrimination and Equal Opportunity:** The Project Sponsor shall not discriminate against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap or marital status in the performance of this Contract. The Project Sponsor shall comply with the following: a) the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100 *et. seq.*; b) Executive Order 11063, as amended by E.O. 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p 307) and implementing regulations at 24 CFR Part 107; c) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d - 2000d-4) and implementing regulations at 24 CFR Part 1; d) the Age Discrimination Act of 1975 (42 U.S.C. 6101 - 6107) and implementing regulations at 24 CFR Part 146; e) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8; f) Title II of the Americans With Disabilities Act (42 U.S.C. 12101), *et. seq.* and 28 CFR Parts 35 and 36; and g) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

In accordance with 24 CFR § 574.300(c), the Project Sponsor may not discriminate against an organization on the basis of the organization's religious character, affiliation, or lack thereof, or on the basis of the organization's religious exercise.

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

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

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

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

In all cases not governed by 2 CFR Part 200, the Project Sponsor shall comply with the conflict of interest provisions contained in 24 CFR §574.625. Although this summary does not replace §574.625, this rule prohibits a person who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOPWA funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, from obtaining a financial interest or benefit from a HOPWA assisted activity, or from having an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The “persons” covered in §574.625 include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of subrecipients (project sponsors) that are receiving HOPWA funds. The Project Sponsor shall also keep records supporting requests for waivers of conflicts.

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

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

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

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

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

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

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

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

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

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

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

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

Client, if alternative provider was contacted. If Project Sponsor is unable to identify an alternative provider, Project Sponsor shall promptly notify the Agent, who shall promptly determine whether there is any other suitable alternative provider to which the Client or prospective Client may be referred. Agent may request assistance from the City, HUD, or both.

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

17. **Protections for victims of domestic violence, dating violence, sexual assault, and stalking:** The Project Sponsor acknowledges that, except for short-term supported housing, as described in 24 CFR § 574.330, the Violence Against Women Act (VAWA) requirements set forth in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), apply to housing assisted with HOPWA grant funds for acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing; new construction; and operating costs, as provided in § 574.300. Notwithstanding the foregoing, no individual may be denied admission to or removed from short-term supported housing on the basis or as a direct result of the fact that the individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual otherwise qualifies for admission or occupancy. The requirements set forth in 24 CFR part 5, subpart L, also apply to project-based and tenant-based rental assistance, as provided in §§ 574.300 and 574.320, and community residences, as provided in § 574.340.

The Project Sponsor shall comply with 24 CFR § 574.604 by taking the following actions including, but not limited to:

- a) For tenant-based rental assistance and housing assisted with HOPWA grant funds for acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing; new construction; operating costs; community residences; and project-based rental assistance, the Project Sponsor shall:
 - 1) Set a policy for determining the “reasonable grace period” for remaining persons residing in the unit to establish eligibility for HOPWA assistance or find alternative housing, which period shall be no less than 90 calendar days nor more than one year from the date of bifurcation of a lease, consistent with 24 CFR 574.460;
 - 2) Provide notice of occupancy rights and the certifications form in accordance with the times listed in 24 CFR § 574.604(d);
 - 3) Adopt and administer an emergency transfer plan, as developed by the City, and facilitate emergency transfers; and

4) Maintain the confidentiality of documentation submitted by tenants requesting emergency transfers and of each tenant's housing location consistent with 24 CFR § 574.440 and 24 CFR 5.2007(c).

b) If a tenant seeks VAWA protections, set forth in 24 CFR part 5, subpart L, the tenant must submit such request through the Project Sponsor. The Project Sponsor shall work with the housing or facility owner or manager to facilitate protections on the tenant's behalf. The Project Sponsor shall follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c). The Project Sponsor shall ensure that the housing or facility owner or manager develops and uses a HOPWA lease addendum with VAWA protections and is made aware of the option to bifurcate a lease in accordance with 24 CFR § 574.460 and 24 CFR 5.2009. For tenant-based rental assistance, the Project Sponsor shall also be responsible for determining on a case-by-case basis whether to provide new tenant-based rental assistance to a remaining tenant if lease bifurcation or an emergency transfer results in division of the household.

18. **Coastal Barriers:** In accordance with the Coastal Barrier Resources Act, 16 U.S.C. 3501, no financial assistance under this Contract may be made available within the Coastal Barrier Resources System.

ARTICLE VI: RECORDS AND CONFIDENTIALITY

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

2. **Records Management:** In accordance with the requirements set forth in 2 CFR Part 200 and 24 CFR §§ 574.450 and 574.530, the Project Sponsor shall keep orderly and complete records of its accounts and operations pertinent to this HOPWA funding and shall keep these records open to inspection by the Agent, City, and HUD personnel at reasonable hours during the entire term of this Contract after the submission of the Annual Progress Report, including, but not limited to, the following:

- financial records sufficient to ensure proper accounting and disbursing of Grant funds received under this Contract;
- records of Board members by date of appointment, race, sex;
- employee records by job classification, name, date of hire, race, sex;
- demographic records to include client eligibility and residence as it relates to Orange, Seminole, Osceola and Lake Counties; and
- data on emergency transfers requested pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.

The Project Sponsor shall, in accordance with 24 CFR §574.530, also keep all statistical and financial records for the service provided hereunder during the term of this Contract after the submission of the Annual Progress Report, including source documentation to support how HOPWA funds were expended, which includes, but is not limited to, cancelled checks, paid bills, payrolls, personnel activity reports, invoices, schedules containing comparisons, budgeted amounts, actual expenditures, and other documentation as may be required by the Agent to support the expenditures for the service provided hereunder. Any changes in budget line items must be requested in writing and must be approved by the Agent. The Project Sponsor is required to complete IRS form 1099 for all payment to private landlords. Notwithstanding all other retention requirements set forth in 2 CFR §200.334 (“Retention Requirements for Records”), and as otherwise set forth in this Section, the Project Sponsor shall retain copies of all records relating to this Contract, and the Services related thereto, for a period of no less than five (5) years, or as otherwise required under the State of Florida General Records Schedule (“Retention Period”), from the termination of this Contract. If any litigation, claim or audit is commenced prior to the expiration of the Retention Period, Project Sponsor shall maintain the records until the litigation (including any associated appeals), claims or audit findings have been resolved and for a period equal to the Retention Period thereafter.

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

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

3. **Monitoring and Inspections/Access to Records:** In accordance with the requirements set forth in 2 CFR §200.337, all files, records, documents, including financial statements and data, shall be made available for review to the Agent, the City's Housing and Community Development Department, any auditors, the City’s Office of Internal Audit and Evaluation, Comptroller General, Inspector General, HUD and/or any of their authorized representatives, who shall have access to and the right to audit, examine, inspect, make transcripts or excerpts of any of the above said records, documents or papers related to the activity or to meet any HUD requirements during normal business hours and any other reasonable time requested. This right also includes timely and reasonable access to the Project Sponsor’s personnel for the purpose of interviewing and discussion related to said documents. This same right to review and access will be imposed upon any third party or subcontractor, and it is the Project Sponsor’s responsibility to ensure that any contract entered into with third parties contain all necessary clauses and language required by the Agent, City and/or HUD to ensure compliance with this Contract and with all federal, State, and local laws and regulations.

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

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

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

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

Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5635

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

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

- a) As part of the Agent's requirements for HIPAA compliance, the Project Sponsor shall execute the Orlando EMA-Business Associate Agreement (hereinafter "BA Agreement")

a copy of which is attached hereto and incorporated into this Contract by this reference as **Exhibit “G”**.

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

- 12) Establishment of security policies and procedures limiting access to confidential modem numbers, passwords, electronic files, and medical records relating to HOPWA, as applicable;
- 13) The development and implementation of HIPAA policies and procedures addressing Client file and medical record identification, copying and faxing, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, and release of information; and
- 14) When applicable, ensuring compliance by the Project Sponsor, its staff members, and Service providers with all HIPAA laws and HUD regulations.

ARTICLE VII: REPORTING

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

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

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

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

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

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

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

4. HOPWA Consolidated Annual Performance and Evaluation Report (CAPER): The Project Sponsor agrees to submit the HOPWA CAPER to the Agent using the most recent HUD approved HOPWA CAPER form located on the HUD Exchange, www.hudexchange.info by **November 17, 2023**. The Agent shall then promptly submit the HOPWA CAPER to the City.

ARTICLE VIII: CLIENT ELIGIBILITY

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

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

ARTICLE IX: TERM AND TERMINATION

1. **Term:** Unless earlier terminated, this Contract shall be in effect for the period commencing **October 1, 2023, and shall terminate on September 30, 2024** ("term" or "Grant year" or "period of performance"). Costs related to this Contract may not be incurred after September 30, 2024, without written amendment to this Contract. Notwithstanding anything herein to the contrary, the Project Sponsor's obligations to the Agent shall not end until all closeout requirements are completed, including, but not limited to, such things as making final payments, disposing of program assets, retention of records, and use and maintenance requirements for the assets and property. Also, notwithstanding the foregoing, the term of this Contract and the provisions herein shall be extended to cover any additional time period during which the Project Sponsor remains in control of HOPWA funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Contract. This contract may be renewed, by mutual agreement, for additional periods up to a commutative total of two (2) years at the same prices, terms and conditions. Any changes in price, terms or conditions shall be accomplished by written amendment to this contract.

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

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

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

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

3. **Termination Requirements:** The Project Sponsor and the Agent will comply with the noncompliance and termination provisions in 2 CFR Part 200. In addition to the remedies for non-compliance in 2 CFR §200.339, and in accordance with 2 CFR §§200.339 and 340, the Agent may suspend or terminate this Contract in whole or in part if the Project Sponsor fails to comply with any terms and conditions of this Contract or upon the occurrence of any Event of Default or any other breach of this Contract. The Agent can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Contract, under statutory law, equity or under common law. If the Agent terminates this Contract, the Project Sponsor shall also forfeit to the Agent all unexpended monies awarded under the Contract. The Project Sponsor may also be required to refund all HOPWA funds awarded by the Agent.

In accordance with 2 CFR §200.340, the Agent can terminate the Contract with the consent of the Project Sponsor in which case the Project Sponsor and the Agent must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR §200.340(a)(4), the Contract may also be terminated by the Project Sponsor or the Agent with written notification setting forth the reason for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if the Agent determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the Agent may terminate the award in its entirety.

If this award is terminated or partially terminated, the Project Sponsor remains responsible for compliance with the closeout requirements in 2 CFR §200.344 and post-closeout requirements set forth in 2 CFR §200.345.

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

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

ARTICLE X: AUDITING

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

2. **Audit Requirements.** The Project Sponsor agrees to provide certification to the Agent that a single audit was not required and the Project Sponsor shall then submit an Audited Financial Statement. In determining the federal award amounts expended during its fiscal year, the Project Sponsor shall consider all sources of federal awards including federal resources received from the State or other agencies. Audit requirements stipulate that grantee and sub-grantees that spend \$750,000 or more during their fiscal year in the federal awards must have a single or program-specific audit conducted for that year, in accordance with the provisions of 2 CFR §200.500 subpart F.

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

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

Orange County, Florida
Attn: Health Services Department

2002-A East Michigan Street
Orlando, Florida 32802-1393

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

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

ARTICLE XI: DEFAULTS AND REMEDIES

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

2. **Remedies for Non-compliance.** If the Project Sponsor fails to comply with Federal statutes, regulations, or the terms and conditions of this Contract, the Agent may impose additional conditions as described in 2 CFR §200.208. If the Agent determines that noncompliance cannot be remedied by imposing additional conditions, the Agent may take one or more of the following actions including, but not limited to:

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

ARTICLE XII: INDEMNIFICATION AND INSURANCE

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

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

- (a) Workers' Compensation - the Project Sponsor shall provide Workers' Compensation Coverage for all employees and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation, for all its employees, and One Hundred Thousand Dollars (\$100,000.00) for Employer's Liability.

- (b) Commercial General Liability - the Project Sponsor shall provide coverage for all Operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, or its equivalent. The Project Sponsor shall also keep the building or property insured for its fair market value.
- (c) Commercial Automobile Liability - the Project Sponsor shall provide coverage for all owned, non-owned and hired vehicles utilized in the performance of this Contract for limits of not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit bodily injury and property damage, or its equivalent.
- (d) Employee Honesty Insurance - the Project Sponsor shall provide not less than Ten Thousand Dollars (\$10,000.00) coverage limit.
- (e) Pollution Liability Coverage – the Project Sponsor shall provide not less than \$1,000,000 coverage limit (if applicable).

The Project Sponsor shall name the Agent and the City as an additional insured on all general liability policies.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

1. **Subaward/Sub-recipient Federal Award Agreement Checklist.** In accordance with the requirements of the Federal Code, as more specifically described in 2 CFR §200.332, the Agent shall be responsible for completing the Subaward/Sub-recipient Federal Award Checklist (“Checklist”), a copy of which is attached hereto as **Exhibit “H”**. The Project Sponsor shall fully cooperate with the Agent in completing the Checklist by promptly providing all necessary information/documentation. Failure by the Project Sponsor to comply with this requirement will be considered a breach of contract and may result in termination of this Contract.

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

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

awarded to a party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 (“Debarment and Suspension”).

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

5. **Venue:** All claims, controversies, or disputes arising out of this Contract shall be settled as required herein or by law in a court of competent jurisdiction located in Orange County, Florida.

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

7. **Effective Date:** This Contract shall be effective as of October 1, 2023 (herein the "Effective Date") and Project Sponsor may begin providing services and goods set forth in the Budget on such date.

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

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

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

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

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

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

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

PROJECT SPONSOR: Aspire Health Partners, Inc.
5151 Adanson Street

Orlando, Florida 32804

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

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

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

14. **Unlawful Compensation:** The Project Sponsor shall comply with all requirements regarding procurement issues as set forth in Chapter 287, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

By: Carie Mathes

Carrie Mathes, Procurement Division Manager or

Zulay Millan, Procurement Division Assistant Manager

Date: 11.12.2023

ASPIRE HEALTH PARTNERS, INC.

By: Scott Griffiths

Print Name: Scott Griffiths

Title: Executive Director/President/CEO/Chief Administrative

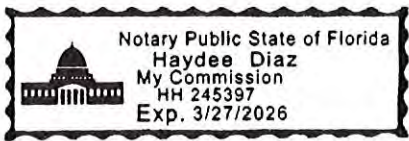
Date: 11/1/23

WITNESS: Diana Garcia
Sign: Diana Garcia
Print Name: Diana Garcia
Date: 11/1/23

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING HOPWA CONTRACT BETWEEN THE ORANGE COUNTY, FLORIDA AND Aspire Health Partners was acknowledged before me this 15th day of November, 2023, by Scott Griffiths, on behalf of Aspire Health Partners, a non-profit Florida corporation. They are X personally known to me or have produced _____ as identification.



Haydee Diaz
Notary Public
Print Name: Haydee Diaz
My Commission expires: 3/27/26

**EXHIBIT “A-1”
SCOPE OF SERVICES**

The Project Sponsor shall provide affordable housing options and related housing services for low income persons with acquired immunodeficiency syndrome (AIDS) or related disease and their families in order to access to, and engagement in, HIV/AIDS treatment and care.

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

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

The HOPWA fiscal year is October 1, 2023, through September 30, 2024.

LOT 1 – TENANT-BASED RENTAL ASSISTANCE (TBRA)

I. Definition and Purpose

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

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

II. Eligibility

A. Client Eligibility:

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

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

A. TBRA Eligibility

1. Under the HOPWA program, non-related individuals residing with a person with HIV/AIDS will be considered "family" members if those individuals are found to be important to that person's care and well-being. As a result,

providers must determine the composition of the assisted household and verify the income of all household members. See 24 CFR 574.3 for definitions of eligible individuals and families.

2. In shared housing arrangements, where the assisted client has roommates, the amount paid by HOPWA should be pro-rated to cover the actual portion of the dwelling unit occupied by the assisted client. See 24 CFR 574.320.
3. Clients receiving tenant based rental assistance, project based rental assistance, or living in a unit leased by a sponsor or a facility supported by HOPWA operating funds must pay a portion of the rent, unless otherwise approved. The client's portion of the rent is determined to be the greater of 30% of adjusted income or 10% of gross income, pursuant to 24 CFR § 574.310(d).
4. Income determination covers all members of the household.
5. When a HOPWA-eligible individual lives with family members, the specific circumstance must be taken into consideration when determining the rent subsidy:
 - a. Scenario 1: The HOPWA-eligible individual lives with an adult family member and the entire household is assisted. In this situation, total household income is taken into consideration to meet HOPWA low-income eligibility guidelines and rent determinations.
 - b. Scenario 2: The client is renting a portion of the unit from the adult family member and a "reasonable accommodation" is determined necessary for the client. (See 24 CFR 82.306(d) on permitting "persons with disabilities," including a person with HIV, to receive benefits when housed with a family member who owns or rents the housing unit if it is determined by a physician that living with the family member is important to the client's overall health and well-being.) In this situation, the family's income is not counted in determining eligibility for a TBRA payment, and the rent benefit is calculated based on the pro rata share of the private space used by the HOPWA beneficiary, excluding common space. (For example, if the unit is a 3-bedroom unit and the beneficiary is using one bedroom, the rent would be 1/3 of the 3-bedroom rent standard.)
6. Adjustments to income may include deductions for dependents and for elderly and disabled family members as well as for un-reimbursed medical expenses. See 24 CFR 5.611.
7. TBRA assistance pays the difference between the Fair Market Rent or "rent reasonable rent" and the tenant's portion of the rent.
8. The rent standard may not exceed the HUD published Fair Market Rents or the HUD-approved community wide exception rent. See 24 CFR 574.320(a)(2).
9. Rent reasonableness means the rent charged must be reasonable in relation to rents currently being charged for comparable units in the private (unassisted)

market. Rent reasonableness must be documented for tenant- and project-based rental assistance and included in the assisted client's file.

10. The project sponsor makes rental payments directly to property owners and utility payments directly to utility companies.

III. Housing Quality/Habitability Standards

- A. Services shall only be provided to families living in appropriately-sized units. The goal is to subsidize the smallest sized unit possible without creating overcrowding.
- B. Units must be decent, safe, and sanitary.
- C. HOPWA Habitability Standards as indicated in 24 CFR 574.310 shall be followed.
- D. Units must have a functioning smoke detector and if applicable carbon monoxide alarm or detector according to the International Fire Code
- E. Lead-Based Paint Requirements
 1. HUD's lead-based paint rules apply to all housing assisted through rental assistance (tenant- or project-based), facility-based, and through short-term rent, mortgage, and utility assistance.
 2. Specifically, lead-based paint rules apply when:
 - a. Housing to be assisted was constructed before 1978; and,
 - b. Residents will include a pregnant woman or a child 6 years of age or younger.
 - c. Staff must complete an online training course before they are allowed to perform the lead-based paint visual assessment. Training is required by the U.S. Department of Housing and Urban Development's (HUD) lead-based paint regulation (24 CFR Part 35, et al.). This training can be found at the US Department of Housing and Urban Development website: <https://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>
 - d. Documentation of the completion of the Visual Assessment Training shall be completed every three (3) years and kept in the employee personnel file.
 - e. Studio units are exempt from lead-based paint requirements.

IV. Payment

- A. This is a Fixed-Price (unit rate), and Cost Reimbursement contract.
- B. The Project Sponsor shall provide monthly invoices with complete supporting

documentation for all services billed.

C. Fixed-Price (unit rate) - TBRA

1. The Project Sponsor will be paid a fixed-price rate of \$25.00 per check issued for an allowable TBRA expense.
2. The Project Sponsor shall submit a fixed-price unit rate invoice with supporting documentation that shall include the approved Agent invoice form and required reports from Provide Enterprise.
3. A complete reimbursement package for this category will include copies of checks to landlords or an accounting journal printout and the following information:
 - i. Client ID Number;
 - ii. Reimbursement Type;
 - iii. Period being paid;
 - iv. Lease Address;
 - v. Landlord's name;
 - vi. Payment amount;
 - vii. Check number;
 - viii. Check date;
 - ix. Date of Service

D. Fixed-Price Unit Rate – Case Management

1. Case Managers will be paid at a fixed-price rate of **\$12.98** per unit for services related to TBRA. A unit of service is a quarter-hour (15 minutes).
2. The Project Sponsor shall submit a fixed-price unit rate invoice for Case Management with supporting documentation that shall include the approved Agent invoice form and required reports from Provide Enterprise.
3. The following requirements apply for Fixed-Price Unit Rate reimbursement:
 - a. Total daily billing claims for the activities of an individual staff member may not exceed the number of units of service equivalent to the amount of time worked by the staff member for the day.

E. Cost Reimbursement

1. The Agent shall pay the Agency for all costs incurred, more specifically as described below, in accordance with the terms and conditions of this Contract. Cost reimbursement expenses shall be directly related to services associated with the approved service category.
2. The budget cost reimbursement invoice shall include the following:

a. Salaries.

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

b. Fringe Benefits.

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

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

d. Office Supplies.

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

e. Equipment.

- i. List equipment cost, copy of invoice and proof of payment.
- ii. Extensive justification and a detailed status of current equipment shall be provided when requesting funds for the purchase of items meeting the definition of equipment (a unit cost of \$5,000 (Five Thousand Dollars) or more and a useful life of one (1) or more

years). For example, items such as computers and furniture.

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

**EXHIBIT “A-2”
SCOPE OF SERVICES**

LOT 2: SHORT-TERM RENT, UTILITY AND MORTGAGE ASSISTANCE

I. Definition and Purpose

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

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

II. Eligibility

A. Client Eligibility

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

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

B. STRMU Eligibility

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

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

- c. Utility payments: Client must have account in their name or proof of responsibility to make utility payments (copies of money orders, cancelled checks, receipts).
 - d. Client must demonstrate that the client does not have the resources to meet rent, mortgage or utility payments and, in the absence of STRMU assistance, would be at risk of homelessness.
 - e. Documentation of a default or late payment notice is not required; client can provide copies of bank statements and bills to demonstrate need.
 - f. The statute limits STRMU assistance to no more than twenty-one (21) weeks in any fifty-two (52)-week period which shall be calculated as established by the Agent.
 - g. The 52-week period is based on the program year of October 1 through September 30.
 - h. The 21 weeks is tracked using calendar days of assistance. There are 147 calendar days in a 21-week period. This period does not require consecutive days.
 - i. STRMU assistance covers three (3) types of payments, for up to 21 weeks or 147 days of assistance in a 52-week period:
 - a. Previous and ongoing rent payments
 - b. Previous and ongoing mortgage payments
 - c. Previous and ongoing utility payments
3. Rent and mortgage assistance
- a. Must be reasonable and represent actual housing costs.
 - b. The amount of assistance provided is not limited to Fair Market Rents or “reasonable rent” limits.
 - c. Unlike other forms of HOPWA assistance, tenants are not required to pay 30 percent of their income towards the rent or mortgage payment. However, if they are able, clients should pay a portion of their housing costs as any portion paid by the tenant does not count against the 21-week STRMU benefit ceiling.
 - d. Late fees and other penalties may be paid if, in the event of nonpayment, the household is at risk of eviction or loss of housing.
4. Assistance for Mobile Homes
- a. Assistance can be made to clients who live in mobile homes in limited circumstances as approved by the Agent.
 - b. A rent, mortgage, or utility payment must be the basis for the assistance,

and an applicant must provide documentation of the payment/expense.

- c. The home must be permanently attached to ground with utility and sewer connections as well as compliant with local guidelines for mobilehomes.
 - d. Mobile homes with wheels, capable of being relocated, are considered personal property and therefore are not eligible for STRMU assistance.
5. STRMU can be used to assist clients that have a lease or rental agreement naming them as a tenant, but who live with an adult family member, under two different scenarios:
- a. A client lives with an adult family member, and the entire household is assisted and total household income is taken into consideration to meet HOPWA low-income eligibility guidelines;
 - b. The client rents a unit/room from the adult family member and a “reasonable accommodation” is determined necessary for the client. (See HUD regulation 24 CFR 82.306(d) in permitting a “person with disabilities,” including persons with HIV, to receive benefits when housed with a family member who owns or rents the housing unit if it is determined by a physician that living with the family member is important to the client’s overall health and well-being.) The family’s income is not counted in determining eligibility for a STRMU payment and payments must be reasonable and similar to comparable units.

III. Housing Quality/Habitability Standards

- A. Units should be decent, safe, and sanitary. However, inspection of short term assisted units is not required to meet HOPWA habitability standards (HQS).
- B. HUD does not seek to provide subsidies to substandard housing. In the event that the unit is not capable of passing HQS, the sponsor, as part of the housing services plan, should work with the assisted household to either make improvements to the premises or to secure alternative housing.
- C. Units must have a functioning smoke detector and if applicable carbon monoxide alarm or detector according to the International Fire Code.
- D. Lead-based paint requirements
 - 1. HUD's lead-based paint rules apply to all housing assisted through rental assistance (tenant- or project-based), facility-based, and through short-term rent, mortgage, and utility assistance.
 - 2. Specifically, lead-based paint rules apply when:
 - a. Housing to be assisted was constructed before 1978; and
 - b. Residents will include a pregnant woman or a child 6 years of age or younger.

3. All housing meeting the above criteria must receive a lead-based paint visual assessment before assistance may be provided.
4. Staff must complete an online training course before they are allowed to perform the lead-based paint visual assessment. Training is required by the U.S. Department of Housing and Urban Development's (HUD) lead-based paint regulation (24 CFR Part 35, et al.). This training can be found at the US Department of Housing and Urban Development website <https://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>
5. Documentation of the completion of the Visual Assessment Training shall be completed at least every three (3) years and kept in the employee personnel file.
6. Studio units are exempt from lead-based paint requirements.

IV. Payment

4. This is a Fixed-Price (unit rate), and Cost Reimbursement contract. The Agent shall pay the Project Sponsor for the delivery of service units provided in accordance with the term of this Contract.
5. The Project Sponsor shall provide monthly invoices with complete supporting documentation for all service units billed.
6. Fixed-Price (unit rate) - STRMU
 - a. The Project Sponsor will be paid a fixed-price rate of **\$25.00** per check issued for an allowable STRMU expense.
 - b. The Project Sponsor shall submit a fixed-price unit rate invoice with supporting documentation that shall include the approved Agent invoice form and required reports from Provide Enterprise.
 - c. A complete reimbursement package for this category will include copies of checks to landlords, utility companies, or mortgage companies **or** an accounting journal printout and the following information (as applicable):
 - a. Client ID Number;
 - b. Reimbursement Type (Utility, Mortgage, Lease);
 - c. Period being paid;
 - d. Cumulative number of days paid in STRMU;
 - e. Landlord's name/Mortgage Company/Utility Company;
 - f. Payment amount;
 - g. Check number;
 - h. Check date
7. Fixed-Price Unit Rate – Case Management
 - a. Case Managers will be paid at a fixed-price rate of **\$12.98** per unit for

services related to TBRA. A unit of service is a quarter-hour (15 minutes).

- b. The Project Sponsor shall submit a fixed-price unit rate invoice for Case Management with supporting documentation that shall include the approved Agent invoice form and required reports from Provide Enterprise.
- c. The following requirement apply for Fixed-Price Unit Rate reimbursement:
 - i. Total daily billing claims for the activities of an individual staff member may not exceed the number of units of service equivalent to the amount of time worked by the staff member for the day.

8. Cost Reimbursement

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

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

i. Salaries.

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

ii. Fringe Benefits.

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

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

iv. **Office Supplies.**

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

v. **Equipment.**

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

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

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

viii. **Administrative Expenses.**

1. There shall be an administrative cost cap that shall not exceed seven percent (7%) of the contractual amount expended. Indirect costs shall be included as part of the administrative costs.
2. All expenses submitted under this category shall be related to the administrative costs which shall

include, but not be limited to, executive, clerical and bookkeeping payroll, rent, office equipment, phone, and insurance.

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

EXHIBIT "A-3"
SCOPE OF SERVICES

LOT 3: PERMANENT HOUSING PLACEMENT

Definition and Purpose

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

II. Eligibility

A. Client Eligibility

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

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

B. Permanent Housing Placement Eligibility

1. Eligible Expenses

a. Costs associated with locating housing:

1. Housing referral;
2. Tenant counseling, such as understanding a residential lease and its obligations or mediation of disputes.

b. Costs associated with placement in housing:

1. Application fees and credit check expenses;
2. First month's rent and security deposit not to exceed two (2) months of rent costs, including security deposits and for credit checks;
3. One-time utility connection fees and processing costs.

2. Ineligible Expenses

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

C. Recovery of Deposits

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

III. Payment

1. This is a Fixed-Price (unit rate), and Cost Reimbursement contract.
2. The Project Sponsor shall provide monthly invoices with complete supporting documentation for all services units billed.
3. Fixed-Price (unit rate) - PHP
 - a. The Project Sponsor will be paid a fixed-price rate of \$25.00 per check issued for an allowable PHP expense.
 - b. The Project Sponsor shall submit a fixed-price unit rate invoice with supporting documentation that shall include the approved Agent invoice form and required reports from Provide Enterprise.
 - c. A complete reimbursement package for this category will include copies of checks to landlords or utilities **or** an accounting journal printout and the following information:
 - i. Client ID Number;
 - ii. Reimbursement Type (Utility, Lease, etc.);
 - iii. Period being paid;
 - iv. Landlord's name/Utility Company;
 - v. Payment amount;
 - vi. Check number;
 - vii. Check date
4. Fixed-Price Unit Rate – Case Management
 - a. Case Managers will be paid at a fixed-price rate of **\$12.98** per unit for services related to PHP. A unit of service is a quarter-hour (15 minutes).
 - b. The Project Sponsor shall submit a fixed-price unit rate invoice for Case Management with supporting documentation that shall include the approved Grantee invoice form and required reports from Provide Enterprise.
 - c. The following requirements apply for Fixed-Price Unit Rate

reimbursement:

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

5. Cost Reimbursement

- a. The Agent shall pay the Agency for all costs incurred, more specifically as described below, in accordance with the terms and conditions of this Contract. Cost reimbursement expenses shall be directly related to services associated with the approved service category.
- b. The budget cost reimbursement invoice shall include the following:

i. Salaries.

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

ii. Fringe Benefits.

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

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

iv. Office Supplies.

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

v. Equipment.

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

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

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

viii. Administrative Expenses.

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

6. Completed invoices shall include a copy of the current month requested expenditures, and copies of invoices with documentation evidencing proof of payment. All expenses shall require necessary supporting documentation and sufficient detail to verify and validate that the expenses were incurred. All requests for authorized expenses shall be submitted to the Agent's office and will be processed for payment only after documentation has been verified for completeness.
7. All financial transactions and invoices will be on a reimbursement basis only as documented by receipts, travel vouchers, timesheets, etc., with proof of payment.
8. The Agent shall review Program expenditures to ensure that Funds are expended by the end of the Grant year to promote the efficient use of all resources and prevent the reversion of Funds to the federal government.

**EXHIBIT “A-4”
SCOPE OF SERVICES**

LOT 4: SHORT-TERM HOUSING ASSISTANCE

Definition and Purpose

Section 858 of the AIDS Housing Opportunity Act, 42 W.S.C. 12907, authorizes the use of Housing Opportunities for Persons With AIDS funds for Short-term supported housing to provide assistance to eligible persons who are homeless. The HOPWA regulations implementing Short-term supported housing are found at 24CFR 574.330

II. Eligibility

A. Client Eligibility

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

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

B. Short-term Supportive Housing Eligibility

1. These facilities (or hotel/motel) provide temporary shelter to people with HIV who are homeless.
2. Short-term supportive housing is limited to no more than sixty (60) days in any six (6) month period which shall be calculated as established by the Agent.
3. A short-term supported facility may not provide shelter or housing at any single time for more than fifty (50) families or individuals.
4. A program assisted under this section shall provide each assisted individual with an opportunity to receive case management services from the appropriate social services agencies.
5. Each short-term facility must, to the maximum extent possible, offer individuals residing in such housing the opportunity for placement in permanent housing.

III. Payment

- A. This is a Fixed-Price (unit rate), and Cost Reimbursement contract.
- B. The Project Sponsor shall provide monthly invoices with complete supporting documentation for all services units billed.
- C. Fixed-Price (unit rate) – Short-Term Supported Housing

1. The Project Sponsor will be paid a fixed-price rate of \$25.00 per check issued for an allowable Short-Term Supported Housing expense.
2. The Project Sponsor shall submit a fixed-price unit rate invoice with supporting documentation that shall include the approved Agent invoice form and required reports from Provide Enterprise.
3. A complete reimbursement package for this category will include copies of checks to hotel/motel/landlord (s) **or** an accounting journalprintout and the following information (as applicable):
 - a. Client ID Number;
 - b. Period being paid;
 - c. Cumulative number of days paid in Short-Term Housing;
 - d. Hotel/Motel/Landlord's name;
 - e. Payment amount;
 - f. Check number;
 - g. Check date

D. Fixed-Price Unit Rate – Case Management

1. Case Managers will be paid at a fixed-price rate of **\$12.98** per unit for services related to supported housing services. A unit of service is a quarter-hour (15 minutes).
2. The Project Sponsor shall submit a fixed-price unit rate invoice for Case Management with supporting documentation that shall include the approved Grantee invoice form and required reports from Provide Enterprise.
3. The following requirements apply for Fixed-Price Unit Rate reimbursement:
 - a. Total daily billing claims for the activities of an individual staff member may not exceed the number of units of service equivalent to the amount of time worked by the staff member for the day.

E. Cost Reimbursement

1. The Agent shall pay the Agency for all costs incurred, more specifically as described below, in accordance with the terms and conditions of this Contract. Cost reimbursement expenses shall be directly related to services associated with the approved service category.
2. The budget cost reimbursement invoice shall include the following:
 - a. **Salaries.**

- i. For any position that is fully or partially paid for from HOPWA funding, the total of all work time of that position, allocated to or paid for by all funding sources, shall not exceed one- hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
 - ii. The Agency shall submit copies of all payroll data such as employee time-sheets and payroll ledgers with time allocation, if applicable.
- b. **Fringe Benefits.**
 - i. The Agency shall provide the backup and the list of the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement.
 - ii. The fringe benefits shall be directly proportional to that portion of personnel costs that are allocated for this project.
- c. **Staff Mileage.** For local travel, the mileage rate, number of miles, reason for travel, and staff member(s)/ Consumer(s) completing the travel shall be outlined.
- d. **Office Supplies.**
 - i. List the items that the project will use. In this category, separate office supplies from medical and educational purposes. Office supplies may include paper, pencils, etc.; medical supplies may include blood tubes, plastic gloves, etc.; and educational supplies may include pamphlets and educational videotapes. Note that each must be listed separately.
 - ii. Copies of paid invoices showing the cost of items purchased and proof of payment.
- e. **Equipment.**
 - i. List equipment cost, copy of invoice and proof of payment.
 - ii. Extensive justification and a detailed status of current equipment shall be provided when requesting funds for the purchase of items meeting the definition of equipment (a unit cost of \$5,000 (Five Thousand Dollars) or more and a useful life of one (1) or more years). For example, items such as computers and furniture.
- f. **Other Expenses.** List all direct costs incurred that do not fit into any

other category.

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

h. **Administrative Expenses.**

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

ii. All expenses submitted under this category shall be related to the administrative costs which shall include, but not be limited to, executive, clerical and bookkeeping payroll, rent, office equipment, phone, and insurance.

F. Completed invoices shall include a copy of the current month requested expenditures, and copies of invoices with documentation evidencing proof of payment. All expenses shall require necessary supporting documentation and sufficient detail to verify and validate that the expenses were incurred. All requests for authorized expenses shall be submitted to the Agent's office and will be processed for payment only after documentation has been verified for completeness.

G. All financial transactions and invoices will be on a reimbursement basis only as documented by receipts, travel vouchers, timesheets, etc., with proof of payment. The Agent shall review Program expenditures to ensure that Funds are expended by the end of the Grant year to promote the efficient use of all resources and prevent the reversion of Funds to the federal government.

H. The Agent shall not pay more than twenty-five percent (25%) of the Contract amount per quarter, as identified in the approved budget, without permission from the Agent. If the Contract amount is decreased, the remaining quarterly allocations shall be decreased proportionately.

**EXHIBIT “A-5”
SCOPE OF SERVICES**

LOT 5: FACILITY BASED HOUSING ASSISTANCE

Definition and Purpose

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

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

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

II. Eligibility

A. Client Eligibility

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

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

B. Facility-Based Housing Assistance Eligibility

1. Residents must be charged rent as a percentage of their adjusted annual income, unless otherwise approved, and provide the required documentation to calculate the rental payment. The client's portion of the rent is determined to be the greater of 30% of adjusted income or 10% of gross income, pursuant to 24 CFR § 574.310(d).
2. Income determination covers all members of the household.
3. Adjustments to income may include deductions for dependents and for elderly and disabled family members as well as for un-reimbursed medical expenses. See 24 CFR 5.611.

III. Housing Quality/Habitability Standards

- A. HUD will only provide subsidies to families living in appropriately-sized units. The goal is to subsidize the smallest sized unit possible without creating overcrowding.

- B. Units must be decent, safe, and sanitary.
- C. HOPWA Habitability Standards as indicated in 24 CFR 574.310 shall be followed.
- D. Lead-Based Paint Requirements
 - 1. HUD's lead-based paint rules apply to all housing assisted through rental assistance (tenant- or project-based), facility-based, and through short-term rent, mortgage, and utility assistance.
 - 2. Specifically, lead-based paint rules apply when:
 - a. Housing to be assisted was constructed before 1978; and,
 - b. Residents will include a pregnant woman or a child 6 years of age or younger.
 - 3. Staff must complete an online training course before they are allowed to perform the lead-based paint visual assessment. Training is required by the U.S. Department of Housing and Urban Development's (HUD) lead-based paint regulation (24 CFR Part 35, et al.). This training can be found at the US Department of Housing and Urban Development website:
<https://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>
 - 4. Documentation of the completion of the Visual Assessment Trainings shall be completed every three (3) years and kept in the employee personnel file.
 - 5. Studio units are exempt from lead-based paint requirements.

IV. Payment

- A. This is a Fixed-Price (unit rate) and Cost Reimbursement contract.
- B. The Agency shall provide monthly invoices with complete supporting documentation for all service units billed.
- C. Fixed-Price Unit Rate - Facility Based
 - 1. Facility Based Housing will be paid at a fixed-price rate of \$34.38 per unit. A unit of service will be the daily rate minus any client charges.
 - 2. The Project Sponsor shall submit a fixed-price unit rate invoice for Facility Base Housing with supporting documentation that shall include the approved Agent invoice form and required reports from Provide Enterprise.
- D. Fixed-Price Unit Rate – Case Management
 - 1. Case Managers will be paid at a fixed-price rate of **\$12.98** per unit for services related to facility based. A unit of service is a quarter-hour (15 minutes).

- a. The Project Sponsor shall submit a fixed-price unit rate invoice for Case Management with supporting documentation that shall include the approved Grantee invoice form and required reports from Provide Enterprise.
- b. The following requirements apply for Fixed-Price Unit Rate reimbursement:
 - i. Total daily billing claims for the activities of an individual staff member may not exceed the number of units of service equivalent to the amount of time worked by the staff member for the day.

E. Cost Reimbursement

1. The Agent shall pay the Agency for all costs incurred, more specifically as described below, in accordance with the terms and conditions of this Contract. Cost reimbursement expenses shall be directly related to services associated with the approved service category.
2. The budget cost reimbursement invoice shall include the following:
 - i. Salaries.**
 1. For any position that is fully or partially paid for from HOPWA funding, the total of all work time of that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
 2. The Agency shall submit copies of all payroll data such as employee time-sheets and payroll ledgers with time allocation, if applicable.
 - ii. Fringe Benefits.**
 1. The Agency shall provide the backup and the list of the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement.
 2. The fringe benefits shall be directly proportional to that portion of personnel costs that are allocated for this project.
 - iii. Staff Mileage.** For local travel, the mileage rate, number of miles, reason for travel, and staff member(s)/ Consumer(s) completing

the travel shall be outlined.

iv. Office Supplies.

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

v. Equipment.

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

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

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

viii. Administrative Expenses.

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

F. Completed invoices shall include a copy of the current month requested expenditures, and copies of invoices with documentation evidencing proof of payment. All expenses shall require necessary supporting documentation and sufficient detail to verify and validate that

the expenses were incurred. All requests for authorized expenses shall be submitted to the Agent's office and will be processed for payment only after documentation has been verified for completeness.

- G. All financial transactions and invoices will be on a reimbursement basis only as documented by receipts, travel vouchers, timesheets, etc., with proof of payment. The Agent shall review Program expenditures to ensure that Funds are expended by the end of the Grant year to promote the efficient use of all resources and prevent the reversion of Funds to the federal government.
- H. The Agent shall not pay more than twenty-five percent (25%) of the Contract amount per quarter, as identified in the approved budget, without permission from the Agent. If the Contract amount is decreased, the remaining quarterly allocations shall be decreased proportionately.

EXHIBIT "A-6"
SCOPE OF SERVICES

LOT 6: SUPPORTED SERVICES/CASE MANAGEMENT

I. Definition and Purpose

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

The purpose of the provision of these supportive services and case managements to improve access to care and support for the individuals and families who are eligible for HOPWA program assistance.

II. Eligibility

Client Eligibility

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

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

III. Project Sponsor's Responsibilities

1. The Project Sponsor shall provide full-time employee(s) or equivalent to be designated as Housing Case Managers and Housing Case Management Supervisors utilizing the qualifications and standards described herein.
2. The Project Sponsor employees shall have access to a computer, with internet connection, and a telephone line to allow employee(s) to complete their assigned job responsibilities in a timely and efficient manner.
3. The Project Sponsor shall be required to comply with all applicable requirements in carrying out activities set forth in 24 CFR, Part 574 and operate the program in accordance with other applicable HUD regulations.
4. The Project Sponsor shall maintain employee personnel files for each employee. Employee personnel files shall include complete background screenings, trainings, and credential documentation, all of which shall follow the established standards for the associated position.
5. Project Sponsor Training:

- a. The Project Sponsor shall be responsible for the establishment of a program for the ongoing training of the Project Sponsor employees to ensure the delivery of quality services under this Contract.
 - b. The Project Sponsor shall implement training and ongoing development of Housing Case Managers and Supervisors.
 - c. Training and development shall include but not be limited to the following topics:
 - i. Annual Confidentiality/HIPAA and professional ethics
 - ii. At least annually, foundational practices as it relates to housing and working with people with HIV including:
 - 1. Motivational Interviewing
 - 2. Trauma Informed Care
 - 3. Housing First and Harm Reduction
 - d. Housing Case Manager training shall also include, but not be limited to, the HOPWA required trainings as outlined in the HOPWA Program Manual, any trainings as required by HUD and any other training that the Agent deems to be relevant or appropriate.
 - e. The Project Sponsor shall recertify a client's eligibility no less than annually.
6. Intake and Action Plan
- a. Client intake will involve information gathering and completion and/or dissemination of all basic paperwork to include, but not limited to, all required eligibility documentation, demographic information, consent for the release/obtain of medical/housing related information and HOPWA required documentation.
 - b. If the client has never been treated for HIV or has not received such care for a period of more than six (6) months, the client should be referred to a Ryan White Case Manager.
 - c. An individualized action plan shall be developed in conjunction with the client and shall outline the Housing Case Manager's goals for the client along with strategies for resolution ("Action Plan").
 - d. The Action Plan shall be based upon the assessment performed, and shall include agreed upon goals, objectives, desired outcomes, and the respective timeframe for achievement; identification of services and support to be provided, and by whom; and the individual's or guardian's signature, as applicable.

- e. The Action Plan shall be considered a dynamic tool and shall be updated as needs are identified or addressed.
- f. Implementation of the individualized Action Plan involves ongoing contact and interventions with, or on behalf of, the client to ensure goals and objectives are addressed.
- g. In the implementation and reassessment phase, Housing Case Managers shall be responsible for, at a minimum, the following:
 - i. Provide referrals with appropriate follow up, client advocacy, and appropriate interventions based on the intake, assessment, and Action Plan;
 - ii. Empower clients to develop and use their independent living skills and strategies;
 - iii. Conduct ongoing monitoring and follow-up with clients and providers to confirm completion of referrals, services are obtained and maintained, and adherence to services;
 - iv. Monitor changes in the client's condition or circumstances, provide interventions and referrals as outlined in the Action Plan utilizing Project Sponsor's approved referral forms ("Referral Forms") and/or Provide Enterprise, and update the Action Plan to reflect changes in the client's circumstances or needs that have been addressed;
 - v. Advocate on behalf of clients with other service providers;
 - vi. Actively follow up on established goals and objectives in the Action Plan to evaluate the client's progress and determine appropriateness of services;
 - vii. Maintain ongoing client contact as outlined in the Action Plan.
 - viii. Housing Case Managers shall document Housing Case Management progress notes in Agent approved format in the client's file, and as indicated in Provide Enterprise User Guide and HOPWA Program Manual.
 - ix. Housing Case Managers shall demonstrate active collaboration with other agencies to provide referral to the full spectrum of HIV-related or other needed services, and shall maintain knowledge of local, State, federal, and other services available for people with HIV.
 - x. Housing Case Managers shall identify sources for services based on the individual client's needs.
 - xi. Case closure is a process by which clients are unenrolled from the Housing Case Manager's services. The process includes formally notifying clients of pending case closure and completing a case closure summary which is to be kept in the respective client file.
 - xii. All attempts to contact the client about case closure shall be documented in the

client's file, as well as the reason for closure.

IV. Housing Case Management Qualifications

1. Housing Case Managers with an employment start date on or after October 1, 2023, must have either: (i) a bachelor's degree in a social science field and a minimum of one (1) year of housing or direct client care experience; or (ii) a minimum of (2) years of housing or direct client care experience. Housing Case Managers with an employment start date prior to October 1, 2023, who have been consecutively employed by the Agency as of this contract's start date, are presumed qualified.

V. Housing Case Manager Supervisor Responsibilities

1. The Housing Case Manager Supervisor shall be available to provide guidance, support, and client housing related supervision to the Housing Case Managers.
2. The Housing Case Manager Supervisor shall be available to conduct individual or group/multidisciplinary team case conferences as needed to address client's needs.
3. The Housing Case Manager Supervisor shall review client housing documentation prior to submission to the Agent for entries into data management system, Provide Enterprise.
4. Provide prompt supervisory response when confronted by difficult or challenging client situations.

VI. Payment

1. This is a Flat-Fee, Fixed-Price (unit rate), and Cost Reimbursement contract. The Agent shall pay the Project Sponsor for the delivery of service units provided in accordance with the term of this Contract.
2. The Project Sponsor shall provide monthly invoices with complete supporting documentation for all service units billed.
3. Flat- Fee
 - a. Orientation will be paid at a flat fee of **\$7,100.00** for the first thirty (30) days from the date of hire or as approved by the Agent.
 - b. The Project Sponsor shall submit a Flat-Fee invoice for Housing Case Management Orientation upon completion of the same. Supporting documentation, which shall include Agent's approved Orientation Form and copies of certificates for required training, shall be submitted with the invoice.
4. Fixed-Price Unit Rate

- a. Housing Case Managers will be paid at a fixed-price rate of **\$12.98** per unit. A unit of service is a quarter-hour (15 minutes). The annual number of units billed per position shall not exceed 6,840.
- b. The Project Sponsor shall submit a fixed-price unit rate invoice for Housing Case Management with supporting documentation that shall include the approved Agent invoice form and required reports from Provide Enterprise.
- c. The following requirements apply for Fixed-Price Unit Rate reimbursement:
 - i. Total daily billing claims for the activities of an individual staff member may not exceed the number of units of service equivalent to the amount of time worked by the staff member for the day.

5. Cost Reimbursement

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

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

i. Salaries

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

ii. Fringe Benefit

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

iii. Staff Mileage

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

iv. Office Supplies

List the items that the project will use. In this category, separate office supplies from medical and educational purposes. Office supplies may include paper, pencils, etc.; medical supplies may include blood tubes, plastic gloves, etc.; and educational supplies may include pamphlets and educational videotapes. Note that each must be listed separately.

1. Copies of paid invoices showing the cost of items purchased and proof of payment.

v. Equipment

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

vi. Other Expenses

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

vii. Total Operating (Direct Cost) Expenses

All costs listed above shall be considered as operational expenses/direct costs.

viii. Administrative Expenses.

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

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

EXHIBIT "B"
EXPENDITURE OF FUNDS

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

| Type of Service | 30% of Funding for Service | 45% of Funding For Service | Total Award |
|---|---------------------------------------|---------------------------------------|-----------------------|
| Tenant-Based Housing Assistance | \$79,495.20 | \$119,242.80 | \$264,984.00 |
| Short-term Rent, Mortgage, & Utility | \$55,131.60 | \$82,697.40 | \$183,772.00 |
| Permanent Housing Placement | \$8,373.30 | \$12,559.95 | \$27,911.00 |
| Short-Term Supported Housing | \$7,497.83 | \$11,246.75 | \$24,993.00 |
| Facility-Based Operating Costs | \$125,781.90 | \$188,672.85 | \$419,273.00 |
| Supp Svcs/Case Management | \$38,241.90 | \$57,362.85 | \$127,473.00 |
| TOTAL | \$314,521.73 | \$471,779.60 | \$1,048,406.00 |

EXHIBIT "C"
CERTIFICATE REGARDING LOBBYING

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

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

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

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


Signature

11/1/23
Date

Scott Griffiths
Printed name of Authorized Individual

Y23-2506A
Application or Contract Number

Name and address of Organization:

Aspire Health Partners, Inc.
5151 Adanson Street
Orlando, FL 32804

EXHIBIT "D"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

I) CERTIFICATION

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

- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), € , and (F).
2. Project Sponsor shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, zip code and total estimated number of employees). Project Sponsor further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City's Housing and Community Development Department and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Project Sponsor: Aspire Health Partners, Inc.

Program Name: Housing Opportunities for Persons With Aids

Grant: Y23-2506A

Date: October 1, 2023, through September 30, 2024

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

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

237 Fernwood Blvd.

Fern Park, 32730

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

ATTEST:

Scott Griffiths

Chief Administrative Officer

Date: 11/1/23

By:  _____

Executive Director/President/CEO/Chief Administrative

EXHIBIT “E”

AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

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

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

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

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

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

I read and understand the information provided above.

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

(please check one of the following)

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

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

*If Project Sponsor meets the above threshold, the Project Sponsor **MUST** attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated

by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

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

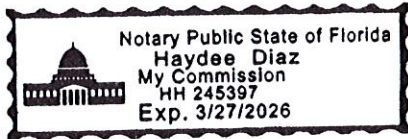


Signature of President/Executive Director/Board Chair

Scott Griffiths
Printed Name of President/Executive Director/Board Chair/Chief Administrative

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Affidavit was acknowledged before me this 1st day of November, 2020,
by Scott Griffiths on behalf of Aspire Health Partners, Inc. (Project
Sponsor name) and is personally known to me or has produced _____ as
identification.





Notary Public Haydee Diaz
My Commission Expires: 3/27/26

ORANGE COUNTY, FLORIDA

and

ASPIRE HEALTH PARTNERS, INC.

ADDENDUM TO CONTRACT NO. Y23-2506A

related to

**BUSINESS ASSOCIATE ASSURANCE OF COMPLIANCE WITH THE
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
PRIVACY, BREACH AND SECURITY RULES AND THE
FLORIDA INFORMATION PROTECTION ACT (FIPA)**

THIS ADDENDUM is by and between, **ORANGE COUNTY, FLORIDA** (the “County”), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its ORANGE COUNTY HEALTH SERVICES DEPARTMENT/FISCAL OPERATIONS AND SUPPORT DIVISION (the “Covered Healthcare Component”), and **ASPIRE HEALTH PARTNERS, INC.** (“Business Associate”), located at 5151 Adanson Street, Orlando, Florida 32804. The County and Business Associate may be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

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

WHEREAS, pursuant to 45 CFR §164.105(a)(2)(iii)(D), the County, as a Hybrid Entity, has documented that its ORANGE COUNTY HEALTH SERVICES DEPARTMENT is a “Covered Healthcare Component” of the County and, as such, when the County is acting through its Health Services Department, it must be treated as a “Covered Entity”; and

WHEREAS, in connection with the provision of services to the County (collectively referenced to as “Services”) by the Business Associate, the County, through its Covered Healthcare Component, may disclose to the Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164; and

WHEREAS, the HIPAA Privacy and Security Rules require that a Covered Entity, as well as a Hybrid Covered Entity when it is acting through one of its Covered Healthcare Components, receives adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received in the course of providing Services to, or on behalf of, the Covered Entity or Hybrid Covered Entity; and

WHEREAS, the purpose of this Addendum is to comply with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information

Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended; and

WHEREAS, the County and Business Associate have entered, or will be entering into, a contract for services known as Contract No. Y23-2506A (the “Agreement”) and the Parties wish to adopt this Addendum to the Agreement in order to ensure that the Services provided by the Business Associate pursuant to the Agreement are provided in compliance with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended.

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

Section 1. Incorporation

A. **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Addendum.

B. HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, are hereby incorporated into this Addendum.

C. To the extent that this Addendum, or the Agreement, imposes more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, those more stringent requirements of this Addendum, or the Agreement, will control.

Section 2. Definitions.

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

1. ***Breach*** shall have the meaning given to such term as found in 45 CFR §164.402, and the Florida Information Protection Act, §501.171, Florida Statutes.

2. ***Designated Record Set*** shall mean a group of records maintained by or for a covered entity that is: (a) the medical records and billing records about individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.

3. **Disclosure** shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
4. **Florida Information Protection Act** shall mean the Florida Information Protection Act (“FIPA”) codified at §501.171, Florida Statutes.
5. **HIPAA Privacy and Security Rules** shall mean the Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
6. **Individual** shall mean the person who is the subject of PHI, and shall include a person who qualifies as a personal representative, in accordance with 45 CFR §164.502(g).
7. **Individually Identifiable Health Information** shall mean information that is a subset of health information, including demographic information collected from an individual, and: (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (c) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
8. **Privacy Officer** shall mean the individual designated by the County pursuant to 45 CFR §164.530, who is responsible for the development and implementation of the County’s policies and procedures as they relate to its, and its Covered Healthcare Component’s, compliance with HIPAA Privacy and Security Rules.
9. **Personally Identifiable Information (“PII”)** shall mean either of the following:
 - a. An individual’s initials, first name, or first initial and last name in combination with any one or more of the following data elements for that individual:
 - i. A social security number;
 - ii. A driver’s license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - iii. A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;

- iv. Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - v. An individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - vi. Any other identifier, as referenced in the Department of Health & Human Services “Safe Harbor Standards.”
 - vii. The term “Personally Identifiable Information” does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
- b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
 - c. The PII provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
10. ***Protected Health Information (“PHI”)*** shall mean an individual’s identifiable health information that is – or has been – created, received, transmitted, or maintained in any form or medium, on or behalf of the County, with the exception of education records covered by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, as amended, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student’s request. The PHI provided pursuant to the Agreement shall limited to what is necessary for the Business Associate to meet its obligations thereunder.
11. ***Required by Law*** shall have the same meaning as the term “required by law” in 45 CFR §164.103.
12. ***Secretary of Health and Human Services*** shall mean the Secretary of the Health and Human Services (“HHS”) or any other officer or employee of HHS to whom the authority involved has been delegated.
13. ***Security Incident or Incident*** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PII contained in any

form or interference with system operations in an information system that contains PHI or PII.

14. *Use* shall mean the sharing, employment, application, utilization, examination, or analysis of PII or PHI within an entity that maintains such information.

Section 3. Scope of Agreement

A. **Independent Status of Parties.** The Parties agree that they are, and shall be, independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA, as it may be amended from time to time. The Parties further agree that they are, and shall be, responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. Additionally, the Parties agree that they shall maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.

B. The Business Associate acknowledges that the confidentiality requirements set forth herein shall apply to all of its employees, agents, and representatives. The Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions brought against the County, including costs and attorneys' fees, resulting from the breach by the Business Associate of the confidentiality requirements of this Addendum.

Section 4. Privacy of Protected Health Information and Confidentiality of Personal Information.

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

B. **Responsibilities of the Business Associate.** Regarding the use or disclosure of PHI and PII, the Business Associate agrees to:

1. Only use or disclose the PHI and PII as allowed under this Addendum or otherwise by applicable law.
2. Only use or disclosure PHI and PII in a manner that would not violate the HIPAA Privacy and Security Rules, or FIPA, if done so by a Covered Entity.
3. Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PII for mitigating, to the greatest extents possible under the circumstances, any deleterious

effects from any improper access, use, or disclosure of PHI and PII that the Business Associate reports to the County. Safeguards shall include, but are not limited to: (a) the implementation and use of electronic security measures to safeguard electronic data; (b) requiring employees to agree to access, use, or disclose PHI and PII only as permitted or required by this Addendum; and (c) taking related disciplinary action for inappropriate access, use or disclosure as necessary.

4. Ensure that the Business Associate's subcontractors or agents to whom the Business Associate provides PHI or PII, created received, maintained, or transmitted on behalf County agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PII, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PII that it creates receives, maintains, or transmits on behalf of the County.
5. Make the Business Associate's records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the County's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida's Department of Legal Affairs to determine the County's compliance with FIPA.
6. Limit use by, or disclosure to, its subcontractors, agents, and other third parties, to the minimum PHI and PII necessary to perform or fulfill a specific function required or permitted hereunder.
7. Provide information to the County to permit the County to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from the County, if the Business Associate maintains a Designated Records Set on behalf of the County.
8. At the request of, and in the time and manner designated by, the County, provide access to the PHI and PII maintained by the Business Associate to the County or individual, if the Business Associate maintains a Designated Records Set on behalf of the County.
9. At the request of, and in the time and manner designated by, the County, make any amendment(s) to the PHI and PII when directed by the County, if the Business Associate maintains a Designated Record Set on behalf of the County.
10. Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PII the Business Associate creates, receives, maintains, or transmits on behalf of the County.
11. Report to the County any Security Incident involving PHI and PII that the Business Associate discovers in the manner detailed in Section 7 below.

C. **Compliance with the County's Policies.** The Business Associate hereby agrees to abide by the County's policies and practices for its Covered Healthcare Component that relate to the confidentiality, privacy, and security of PHI and PII.

D. **Use of PHI and PII for Management and Administration or Legal Responsibilities of the Business Associate.** The Business Associate may use PHI and PII received by the County pursuant to the Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, the Business Associate will only be allowed to use PHI and PII for the aforementioned uses if:

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

E. **Data Aggregation Services.** With respect to PHI and PII created or received by the Business Associate in its capacity as the Business Associate of the County, the Business Associate may combine such PHI and PII it has received from the County with the PHI and PII received by the Business Associate in its capacity as a Business Associate of another Covered Entity, or Hybrid Covered Entity, to permit data analysis that relates to the health care operation of the respective Covered Entity, or Hybrid Covered Entity, if data analyses is part of the Services that Business Associate is to provide to the County pursuant to the Agreement.

F. **Compliance.** The Business Associate agrees to keep all PHI and PII confidential and secure in compliance with the provisions of this Addendum and according to current state and federal laws.

Section 5. Confidentiality

A. In the course of performing under this Addendum, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables, and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential ("Confidential Information") of the other Party.

B. For purposes of this Addendum, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Addendum. The Parties, including their employees, agents, or representatives shall:

1. not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Addendum, or as mandated by the State of Florida's Public Records Laws;

2. only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under the Agreement; and
 3. advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.
- C. This provision shall not apply to Confidential Information:
1. after it becomes publicly available through **no fault** of either Party;
 2. which is later publicly released by either Party in writing;
 3. which is lawfully obtained from third parties without restrictions; or
 4. which can be shown to be previously known or developed by either Party independently of the other Party.

Section 6. Security

A. **Security of Electronic Protected Health Information and Personal Information.** The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (as defined in 45 C.F.R. §160.103) and PII (as defined by §501.171, Florida Statutes) that the Business Associate creates, receives, maintains, or transmits on behalf of the County consistent with the HIPAA Privacy and Security Rules and FIPA.

B. **Reporting Security Incidents.** The Business Associate will report to the County any Incident of which the Business Associate becomes aware that is:

1. a successful unauthorized access, use or disclosure of Electronic PHI or PII;
2. a modification or destruction of electronic PHI or PII; or
3. interference with system operations in an information system containing electronic PHI or PII.

Section 7. Reporting Requirements

A. **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Addendum.

B. **Reporting to the County.**

1. The Business Associate will report to the County within:

- a. two (2) days of any suspected – or confirmed – access, use, or disclosure of PHI or PII, regardless of form, not permitted or required by this Addendum of which the Business Associate becomes aware; and
 - b. twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware.
2. Such report shall include the identification of each individual whose unsecured PHI and PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
3. Reports of Security Incidents shall include a detailed description of each Incident, at a minimum, to include: (a) the date of the Incident; (b) the nature of the Incident; (c) the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc.; (d) the identities of the individual(s) and their relationship to the Business Associate; (e) a description of the Business Associate’s response to each Incident; (f) and the name and title of the individual the County should contact for additional information.
4. The Business Associate will conduct such further investigation as is reasonably required by the County and promptly advise the County of additional information pertinent to the Incident.
5. The Business Associate will cooperate with the County in conducting any required risk analysis related to such Security Incident(s).
6. The Business Associate will cooperate with the County in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to, §§501.171 and 817.5681, Florida Statutes), and in taking steps determined by the County to be necessary to mitigate any potential harm caused by a Security Incident. The Business Associate will pay and/or reimburse the County for any reasonable expenses the County incurs in notifying individuals of, and /or mitigating potential harm caused by, a Security Incident caused by the Business Associate and/or its subcontractors or agents.

C. **Reporting to Individuals.** In the case of a breach of PHI or PII discovered by the Business Associate, the Business Associate shall first notify the County of the pertinent details of the breach and, upon prior approval of the County’s Privacy Officer, shall notify each individual whose unsecured PHI or PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more

individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the web site of the Business Associate involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach are likely to reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PII, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

D. **Reporting to Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons or unsecured PII of more than five hundred (500) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the County, the Business Associate shall provide notice to prominent media outlets serving the state or relevant portion of the state involved.

E. **Reporting to HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the County to provide notice to the Secretary of HHS of unsecured PHI and to the State of Florida, Department of Legal Affairs, of unsecured PII that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the County so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.

F. **Content of Notices.** All notices and reports required under this Addendum shall include the content set forth 45 C.F.R § 164.404 and FIPA. Notification to individuals, except that references therein to a "Covered Entity," shall be read as references to the Business Associate.

1. Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured PHI and PII that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code); (c) the steps individuals should take to protect themselves from potential harm resulting from the breach; (d) a brief description of what the covered entity involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches; and (e) contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.

G. **Notice to Credit Reporting Agencies.** In the case of a breach of PII discovered by the Business Associate where the unsecured PII of more than one thousand (1000) individuals has reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the County, the Business Associate shall notify all consumer reporting agencies nationwide, that complete and maintain files in accordance with the provisions of §501.171(5), Florida Statutes.

H. **Financial Responsibility.** The Business Associate shall be responsible for all costs related to the notice required by this Section.

I. **Mitigation.** The Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of use or disclosure of PHI or PII in violation of this Addendum, the HIPAA Privacy and Security Rules, HITECH Act, and FIPA.

J. A violation of this Section shall be a material violation of this Addendum.

Section 8. Termination

A. **Automatic Termination.** The County is authorized to automatically terminate the Agreement, if it determines that the Business Associate has violated a material term of this Addendum.

B. **Opportunity to Cure or Terminate.** At the County's sole discretion, the County may either: (1) provide notice of breach and an opportunity for the Business Associate to reasonably and promptly cure the breach or end the violation and terminate the Agreement if the Business Associate does not cure the breach, or end the violation within the reasonable time specified by the County; or (2) immediately terminate the Agreement if the Business Associate has breached a material term of this Addendum and cure is not possible.

C. **Effects of Termination.** Termination of the Agreement shall not affect any claim or rights that may arise based on the acts or omissions of the Parties prior to the effective date of termination.

D. Duties of Business Associate Upon Termination of the Agreement.

1. When the Agreement is terminated, the PHI and PII that the Business Associate received from, created, or received on behalf of the County must be destroyed or returned to the County, at the Business Associate's expense, including all PHI and PII in the possession of the Business Associate's subcontractors or agents. However, if the Business Associate determines that returning or destroying PHI and PII is not feasible, the Business Associate must maintain the privacy protections under this Addendum, and according to applicable law, for as long as the Business Associate retains the PHI and PII, and the Business Associate may only use or disclose the PHI and PII for specific uses or disclosures that make it necessary for the Business Associate to retain the PHI and PII.

2. If the Business Associate determines that it is not feasible for the Business Associate to return PHI or PII in the subcontractor's or agent's possession, the Business Associate must provide a written explanation to the County of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Addendum to the subcontractor's or agent's use or disclosure of any PHI and PII retained after the termination of the Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PII not feasible.

Section 9. Miscellaneous

A. **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that the Agreement, and any and all activities performed thereunder, is governed by federal, state, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security Rules, FIPA, and their accompanying regulations. The Parties further recognize and agree that the Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Addendum accordingly.

B. **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.

C. **Survival.** The rights and obligations of the Parties in Sections 4, 5, 6, 7 in their entirety, as well as subsections 8D., 9E., 9G., and 9H., shall survive termination of the Agreement indefinitely.

D. **Amendment.** This Addendum may only be revoked, amended, changed, or modified by a written amendment that is executed by both Parties.

E. **Enforcement Costs and Attorneys Fees.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Addendum, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Addendum, each Party will hereby be responsible for its own costs and attorneys' fees.

F. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the Privacy and Security Rules.

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

H. **Signatory Authority.** Each signatory to this Addendum represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

I. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by the HIPPA Privacy Rules or other applicable federal law.

J. **Notice.** All notices and other communications under this Addendum shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage

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

To the County: Orange County HIPAA Privacy Officer
2002-A East Michigan Street
Orlando, FL 32806
(407) 836-9214

AND

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

To the Business Associate: Aspire Health Partners, Inc.
5151 Adanson Street
Orlando, Florida 32804

K. **Severability.** If any provision of this Addendum, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Addendum, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Addendum shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provision of this Addendum were capable of two constructions, one that rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.

L. **Successors and Assigns.** The Business Associate shall not assign either its obligations or benefits under this Addendum without the expressed written consent of the County, which shall be at the sole discretion of the County. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

M. **Venue and Waiver of Jury Trial.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Addendum shall be brought in the federal or state courts located in Orange County, Florida, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Any and all rights to a trial by jury are hereby waived.

N. **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Addendum shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any Party may waive compliance by the

other Party with any of the provisions of this Addendum if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

O. **Entire Agreement.** The Agreement, this Addendum and/or any additional addenda or amendments to the Agreement, any documents incorporated herein by reference, and/or attachments hereto, shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date first above written.

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: Larri Mathus

DATE: 11.13.2023

ASPIRE HEALTH PARTNERS, INC.

Business Associate: Aspire Health Partners, Inc.

By: Scott Griffiths

Printed Name: Scott Griffiths

Official Title: Chief Administrative Officer

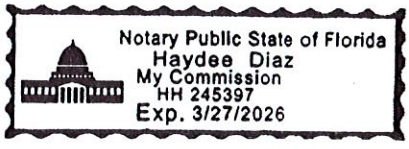
Date: 11/1/23

STATE OF FLORIDA)
COUNTY OF Orange) ss:

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this 1st day of November, 2023 by Scott Griffiths [NAME OF PERSON], as Chief Administrative Officer [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.] for Aspire Health Partners [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR
 Produced Identification. Type of identification produced: _____
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Haydee Diaz
Notary Public
My Commission Expires:
Haydee Diaz
(Printed, typed or stamped commissioned name of Notary Public)



**EXHIBIT H
REQUIRED SUBRECIPIENT INFORMATION**

ALL “CFR” REFERENCES IN THE TABLE BELOW ARE TO EITHER 2 CFR § 200.332(a)(1)

| Federal Requirements | Subaward-Specific Information | |
|---|--|------------------------|
| Subrecipient Name (registered name in SAM.gov) | Aspire Health Partners, Inc. | |
| Subrecipient's Unique Entity Identifier | HNB4DEYQ3373 | |
| Federal Award Identification Number (FAIN) | FLH22-F002 | |
| Federal Award Date: | | |
| Subaward Period of Performance Start and End Date | Start: 10/01/2023 | End: 09/30/2024 |
| Federal Award Budget Period Start and End Date | Start: 10/01/2023 | End: 09/30/2024 |
| Amount of Federal Funds obligated by this action by the Pass-Through Entity to the Subrecipient | \$1,048,406.00 | |
| Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity including the current financial obligation | \$1,048,406.00 | |
| Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity | \$1,048,406.00 | |
| Federal Award Project Description | Housing assistance to people with HIV in the Orlando EMSA. | |
| Name of Federal Awarding Agency | U.S. Department of Housing and Urban Development | |
| Name of Pass-Through Entity | City of Orlando, Florida | |
| Pass-Through Entity's Awarding Official Contact Information | Name: City of Orlando Housing and Community Development Manager 407-246-3326 Email: | |
| Assistance Listings Number and Name | 14.241 Housing Opportunities for Persons with AIDS (HOPWA) Program | |
| Is the Subaward R&D related? | No | |
| Is there an indirect cost rate for the Subaward? | Yes, see the terms of the Agreement and attached exhibits and forms. | |
| Requirements of the Federal Award imposed on the Subrecipient? | Yes, see the terms of the Agreement and attached exhibits and forms. | |
| Are there any additional requirements imposed on Subrecipient in order for the Pass-Through Entity to meet its own reporting responsibilities to the Federal Awarding Agency? | Yes, see the terms of the Agreement and attached exhibits and forms. | |
| Is there a requirement that the Subrecipient must permit the Pass-Through Entity and auditors to have access to the Subrecipient's records and financial statements? | Yes, see: Article VI and Article X | |
| Are there appropriate terms and conditions concerning closeout of the Subaward? | Yes, see: Article IX and Article XIII | |