

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM  
GRANT AGREEMENT BETWEEN THE CITY OF ORLANDO AND  
X-TENDING HANDS, INC.**

**THIS AGREEMENT** is entered into by and between the City of Orlando, a Florida municipal corporation established under the laws of the State of Florida, (hereinafter referred to as the “the City” or “Lender”) with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, and X-Tending Hands, Inc., a nonprofit corporation organized under the laws of the State of Florida, with a principal address of [REDACTED] (hereinafter referred to as “X-TENDING”).

**WITNESSETH:**

**WHEREAS**, the United States Department of Housing and Urban Development (hereinafter referred to as “HUD”) has designated the City of Orlando to act as recipient and administrator of funding for the area 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**, X-TENDING has submitted a proposal to the City requesting One Hundred Twenty-Eight Thousand, Four Hundred Dollars and No Cents (\$128,400.00) in HOPWA funds to provide services in the form of housing assistance in accordance with 24 CFR 574.300(b) for the purpose of preventing homelessness of low-income persons with AIDS or related diseases, and their families; 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 of Orlando 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**, X-TENDING has available the necessary qualified personnel, facilities, materials and supplies to perform such services and/or carry out such programs for low-income persons with AIDS or related diseases who reside in the Orlando EMSA and who are eligible and qualified to receive housing assistance and are within the income guidelines as defined by HUD and contained herein in **Exhibit “A”**, which is attached hereto and made a part of this Agreement; and

**NOW THEREFORE**, in consideration of the promises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the X-TENDING and the City agree as follows:

**SECTION 1: USE OF HOPWA FUNDS**

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

2. Scope of Services: Under the terms and conditions of this Agreement, the City agrees to reimburse **X-TENDING** the sum of One Hundred Twenty-Eight Thousand, Four Hundred Dollars and No Cents (\$128,400.00) from Fiscal Year 2014-2015 HOPWA funds for eligible housing assistance services provided by **X-TENDING** to eligible low-income persons with AIDS or related diseases who reside in the Orlando EMSA. In order for the City to reimburse **X-TENDING** for said services, **X-TENDING** must provide the services in accordance with the Scope and Services and Budget, as set forth in **Exhibits "B" and "C"**, respectively and strictly comply with the timeframes set forth in the Budget. **X-TENDING** acknowledges and agrees that requiring **X-TENDING** to spend the funds in a timely manner is a material inducement for the City to award these funds. If **X-TENDING** fails to spend the funds within the timeframes specified in the Budget, such failure shall constitute an Event of Default.

**X-TENDING** 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) are provided to individuals assisted with housing under this Agreement and submit to the City a quarterly report of activities as set forth in **Exhibit "D"** no later than the fifteenth (15<sup>th</sup>) of the month following the end of the quarter.

**X-TENDING** also agrees to comply with 24 CFR §574.310, §574.320, §574.330 and §574.340, as applicable to the services provided under this Agreement. If **X-TENDING** is using the grant funds to provide housing, **X-TENDING** shall ensure that qualified service providers in the area make available appropriate supportive services to the individuals assisted with housing. If **X-TENDING** is using grant funds to provide case management services, **X-TENDING** shall ensure that qualified facility-based agencies are contacted to provide individuals with housing prior to utilizing lodging facilities such as hotels, motels, and the like, to provide housing. Proof of such attempts shall be submitted with the request for reimbursement as described in Section I, paragraph 4 herein.

**X-TENDING** further agrees to maintain the facility in good repair at all times and in compliance with 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 comply with 24 CFR §574.310(b)(2) relating to housing quality standards as applicable to the services provided under this Agreement. **X-TENDING** agrees to allow the City to conduct housing quality standards (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 **X-TENDING** must remedy these deficiencies within thirty (30) days of notification by the City. Furthermore, **X-TENDING** 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, **X-TENDING** shall comply with 24 CFR §574.310(d) and (e) relating to Resident Rent Payments and Terminations of Assistance.

3. Expenditure of funds: **X-TENDING** shall use the funds for eligible expenses permitted under the HOPWA regulations as set forth in 24 CFR Part 574 and in accordance with the Budget attached hereto as **Exhibit "C"** and made part hereof by this reference. Expenditures shall be directly attributable to the provision of housing assistance services set forth in **Exhibit "C"**. **X-TENDING** shall not use any HOPWA funds for any prohibited activities as set forth in 24 CFR Part 574. **X-TENDING** acknowledges and agrees that any funds not used in accordance with permitted HOPWA regulations must be repaid to the City.

4. Payment for Services: **X-TENDING** shall submit a request for reimbursement against HOPWA funds in an amount sufficient to pay for services provided during the previous month. Funds will be paid on a request for reimbursement basis in accordance with Fee Schedule **Exhibit "G"** attached hereto. Requests for reimbursement shall be made in accordance the Budget attached hereto as **Exhibit "C"**. Requests for reimbursement must be received by the City on or before the tenth (10th) calendar day of the month following the month during which services were rendered. Only costs incurred during that monthly period will be reimbursed. Exceptions will be allowed if requested by the agency in writing and authorized by the grantee before reimbursement requests are submitted. All reimbursement requests received after the tenth of the month will be reimbursed in the following monthly payment cycle. It is the responsibility of **X-TENDING** to submit accurate reimbursement requests in a timely manner to avoid cash flow interruptions. Due to the time designation of the HUD award, reimbursement requests may not be processed for up to ninety (90) days. Requests for reimbursement shall include adequate documentation of expenditures including: CareWare, HMIS or unique identifier numbers of recipients to whom services were provided, the date and description of actual services performed. All requests for reimbursement to the City must be signed by the **X-TENDING** Director or President of **X-TENDING**. Provided **X-TENDING** is not in breach or default of this Agreement in any way, the City agrees to promptly process all reimbursement requests received from **X-TENDING** and to promptly forward any reimbursement funds received from the HOPWA account. No interest shall be earned on HOPWA proceeds. The absolute maximum amount that shall be paid to **X-TENDING** under this Agreement is One Hundred Twenty-Eight Thousand, Four Hundred Dollars and No Cents (\$128,400.00). In the event that the City of Orlando or HUD determines that any HOPWA monies have been wrongfully paid, **X-TENDING** agrees to refund such money to the City so that the City may refund it to HUD.

5. Return of Funds. **X-TENDING** shall return to the City any over payments due to unearned funds or activities disallowed pursuant to this Agreement. **X-TENDING** shall return any overpayment to the City within thirty (30) days after discovery by **X-TENDING** or notification by the City within fifteen (15) days of their written request.

6. Term: Unless earlier terminated, this Agreement shall remain in effect for the period commencing **October 1, 2014** and terminating **September 30, 2015**. Notwithstanding any of the foregoing, all record keeping requirements set forth in this Agreement or mandated by HOPWA regulations shall survive the termination of this Agreement and shall continue for the period provided in such regulations.

## **SECTION 2: GENERAL TERMS AND CONDITIONS**

1. Applicable Laws: **X-TENDING** agrees to abide by any and all applicable federal or state laws, statutes, ordinances, rules and regulations, whether presently existing or hereafter promulgated. **X-TENDING** 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. **X-TENDING** 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. **X-TENDING** agrees to execute or amend documents as necessary to be in compliance with all said applicable laws.

2. OMB Circulars: **X-TENDING** shall comply with the requirements of OMB Circulars A- 122 and A-110.

3. Homeless Management Information System (HMIS) Monthly Report: **X-TENDING** shall provide the City with a HMIS monthly status report containing the progress and location of the **X-TENDING's** activities. The HMIS 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

4. Quarterly Status Reports: **X-TENDING** shall provide the City with a quarterly status report containing the progress of **X-TENDING's** activities. The quarterly status report shall comply with the Reporting Schedule attached as **Exhibit "D"** and 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 throughout the year. **X-TENDING** 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.

5. Annual Reports: **X-TENDING** agrees to submit the Annual Progress Report to the City as required by **Exhibit "E"** by October 15, 2015.

6. Audits: **X-TENDING** shall comply with the audit requirements contained in the Single Audit Act of 1984, Single Audit Act Amendments of 1996 (31 USC 7501-7507) and OMB Circular A-133, and implementing regulations set forth in 24 CFR Part 45. Audits shall be conducted annually. **X-TENDING** shall submit its annual audit to the City within ninety (90) days of the end of **X-TENDING's** fiscal year. **X-TENDING** also agrees to allow the City of Orlando to

conduct any audits deemed necessary at any time during the term of this Agreement or while **X-TENDING** is responsible for any HOPWA funds.

7. Records and Reports: **X-TENDING** shall keep orderly and complete records of its accounts and operations and shall keep these records open to inspection by the City and HUD personnel at reasonable hours during the entire term of this Agreement, plus five (5) years after the ending date of this Agreement, including, but not limited to, the following:

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

**X-TENDING** shall also keep all financial records for the service provided hereunder including source documentation to support how HOPWA funds were expended, which includes, but is not limited to, cancelled checks, paid bills, payrolls, time and attendance records, invoices, schedules containing comparisons, budgeted amounts, actual expenditures, and other documentation as may be required by the City to support the expenditures for the service provided hereunder. Any changes in budget line items, including additions, must be requested in writing and must be approved by the City's Housing and Community Development (HDC) Division Manager. **X-TENDING** is required to complete IRS form 1099 for all payment to private landlords.

If any litigation, claim, or audit is commenced prior to the expiration of said five (5) year period, the records shall be maintained until all litigation, claims, or audit findings involving the HOPWA records have been resolved. Any person duly authorized by the City or HUD shall have full access to and the right to examine any of the said records during the said period. **X-TENDING** shall maintain financial records related to funds paid under this Agreement and shall submit a financial report to the City within sixty (60) days of the date of termination of this Agreement. An independent certified accountant in accord with applicable federal regulations and OMB circulars shall audit such reports.

8. Monitoring: **X-TENDING** will allow on-site monitoring of the program, their records, facilities and/or interview any clients or employees of **X-TENDING** in order to ensure that the conditions of this Agreement are being met at any time that may be required during the term of this Agreement or in the future by the City or HUD.

9. Termination of Assistance: **X-TENDING** shall comply with 24 CFR § 574.310(e) regarding any termination of assistance.

10. Non-Discrimination and Equal Opportunity: **X-TENDING** 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 Agreement. **X-TENDING** shall comply with the following: a) the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100 et. seq.; b) Executive Order 11063, as amended by E.O. 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p 307) and implementing regulations at 24 CFR Part 107; c) Title VI of the Civil Rights of 1964 (42 U.S.C. 2000d - 2000d-4) and implementing regulations at 24 CFR Part 1; d) the Age Discrimination Act of 1975 (42 U.S.C. 6101 - 6107) and implementing regulations at 24 CFR Part 146; e) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and

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

**X-TENDING** agrees that compliance with these regulations constitutes a condition of continued receipt of funding. **X-TENDING** 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 City of Orlando shall have the right to immediately terminate this Agreement.

11. Restrictions on Lobbying: **X-TENDING** shall comply with the restrictions on lobbying contained in 24 CFR Part 87 and shall execute the Certificate Regarding Lobbying attached as **Exhibit "F"** to this Agreement and incorporated herein by reference.

12. Affirmative Marketing/Fair Housing: **X-TENDING** 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. **X-TENDING** 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. **X-TENDING** shall also comply with the City's affirmative marketing procedures.

13. Conflict of Interest: In addition to the conflict of interest requirements in OMB Circular A-102, and 24 CFR 85.36 (b) (3) and 24 CFR 574.625, no person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. **X-TENDING** shall keep records supporting requests for waivers of conflicts prohibited herein.

14. Displacement and Relocation: **X-TENDING** shall comply and assist the City in complying with the provisions of 24 CFR 574.630, "Displacement, relocation, and real property acquisition."

15. Lead Based Paint: **X-TENDING** agrees that it shall not use lead-based paint in any project and shall comply with 24 CFR 574.635 entitled "Lead based paint."

16. Flood insurance protection: If the facility providing services under this agreement is located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, **X-TENDING** 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.).

17. Environmental Review: **X-TENDING** 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.

18. Confidentiality: To the fullest extent permitted by law, the City shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with all applicable regulations, except with the written consent of the recipient, his/her attorney, or his/her responsible parent or guardian.

19. Fees Collected: **X-TENDING** agrees that no fee, except rent, will be charged of any eligible person for any housing or services provided with funding under this agreement, pursuant to 24 CFR 574.430.

20. Termination of the Agreement: This Agreement may be terminated by either party upon thirty (30) days notice, without cause, unless a lesser time is mutually agreed upon by both parties. If HOPWA funds become unavailable, the City may terminate this Agreement upon twenty-four (24) hours notice in writing to **X-TENDING**. The City shall be the final authority as to the availability of funds.

Upon **X-TENDING**'s breach of this Agreement, the City may terminate this Agreement or seek any available legal or equitable remedy available to it upon twenty-four (24) hours notice. Notwithstanding anything to the contrary and in accordance with 24 CFR §85.43, suspension or termination may occur if **X-TENDING** fails to comply with any term of the award or the award may be terminated for convenience in accordance with 24 CFR §85.44.

21. Agreement between the City and HUD: **X-TENDING** agrees that it shall be bound by the terms and conditions contained in the HOPWA grant agreement(s) between the City and HUD under which this agreement is funded and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions contained in this Agreement or subsequent to the execution of this Agreement by the parties hereto.

22. Registration and Accountability: **X-TENDING** agrees 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 City with its SAM registration number and legal name as entered into the SAM. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration in SAM. **X-TENDING** shall also complete and sign the Affidavit attached hereto as **Exhibit “H”** in conjunction with its execution of this Agreement, and provide any supporting documentation if required.

### SECTION 3: DEFAULTS AND REMEDIES

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

- (a) if **X-TENDING** fails to provide service(s) in accordance with the terms of this Agreement and within the time frames set forth in the Budget;
- (b) if **X-TENDING** 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 Agreement or documents executed in connection therewith;

- (c) if at any time any material representation made by **X-TENDING**, in any certification or communication submitted by **X-TENDING** to the City in an effort to induce the making of this grant or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner;
- (d) if **X-TENDING** does not disclose to the City, upon demand, the names of all persons with whom **X-TENDING** 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 **X-TENDING** in connection with this grant by the City (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 City thereof;
- (f) notwithstanding any of the forgoing provisions to the contrary, if **X-TENDING** has failed to cure any default within (5) days prior to the expiration of any applicable cure period, the City may, at its sole option, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

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

3. Remedies: Upon the occurrence of any Event of Default, or any other breach of this Agreement, the City shall have the authority to do any of the following without notice to **X-TENDING**: terminate this Agreement, withhold all funding, terminate reimbursement and/or funding for the budget line item(s) for the defaulted service(s), reallocate assistance as necessary, make line item changes in the Budget within 10%, and/or exercise all rights and remedies available to it under the terms of this Agreement, the Grant Documents, under statutory law, or under common law. If **X-TENDING** fails to provide any of the services stated herein within the timeframe set forth in the Budget, the City may terminate all funding allocated in the Budget for that particular service(s) and either deduct the funding set aside for that service from the amount of the total award or reallocate that funding and distribute it to another line-item in the Budget at the discretion of the City. For example: An agency is awarded \$200 for case management services, \$100 for permanent housing services, and \$150 for short-term rent services for a total award of \$450. If an agency’s provision of permanent housing services does not comply with the terms of this Agreement, the agency will no longer provide such services and the City can either deduct \$100 from the total award or reallocate \$100 to the other services, i.e., case management or short-term rent services. The City may also exercise any one or more of the actions contained in 24 CFR §85.43(a)(1-5). 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 City may have available to it.



**SECTION 4: INDEMNIFICATION AND INSURANCE**

1. Indemnification: **X-TENDING** shall indemnify and save the City harmless from any and all liability, claims, damages, losses, expenses, fees, fines, penalties, suits, proceedings and actions and lists of actions, including attorneys' fees, original and on appeal, arising out of, or related in any way to the City's administration of the HOPWA grant, or in any way connected with the performance of the Agreement by the City or anyone it provides funds to or because of or due to the existence of the Agreement itself.

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

(a) Workers' Compensation - **X-TENDING** 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. The limits will be statutory for Workers' Compensation and \$100,000.00 for Employer's Liability.

(b) Commercial General Liability - **X-TENDING** shall provide coverage for all Operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit bodily injury and property damage, or its equivalent. **X-TENDING** shall also keep the building or property insured for its fair market value.

(c) Commercial Automobile Liability - **X-TENDING** shall provide coverage for all owned, non-owned and hired vehicles utilized in the performance of this Agreement for limits of not less than \$500,000.00 combined single limit bodily injury and property damage, or its equivalent.

(d) Employee Honesty Insurance - **X-TENDING** shall provide not less than Ten Thousand Dollars (\$10,000.00) coverage limit.

**SECTION 5: MISCELLANEOUS PROVISIONS**

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

2. Severability: It is agreed by and between the parties that if any covenant, condition, or provision contained in this Agreement 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.

3. Effective Date: This Agreement shall be effective as of October 1, 2014 (herein the "Effective Date") and **X-TENDING** may begin providing services and goods set forth in the Agency Budget provided in **Exhibit "C"** on such date.

4. Assignment/successors and assigns: **X-TENDING** shall not assign, subcontract, or transfer any interest in this Agreement without the prior written consent of the City. Any successors and assigns shall also be obligated to comply with the terms of this Agreement.

5. Notices: Whenever by the terms of this Agreement, 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:

**CITY:** Housing and Community Development Department  
City of Orlando  
Oren Henry, Director  
400 South Orange Avenue - 7th Floor  
Orlando, Florida 32801

**AGENCY:** X-Tending Hands  
Monica Gadson, Board President  


6. Compliance With All Laws: Notwithstanding anything herein to the contrary, **X-TENDING** shall manage and administer the HOPWA funds consistent with and in compliance with all applicable federal, state, and local laws and regulations.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**X-TENDING HANDS**

WITNESS:

By: \_\_\_\_\_

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Executive Director/President

**CORPORATE ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING HOPWA AGREEMENT BETWEEN THE CITY OF ORLANDO AND X-TENDING HANDS was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, on behalf of X-Tending Hands, a non-profit Florida corporation. He/she is \_\_\_ personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires:

(SEAL)

**CITY OF ORLANDO**

ATTEST:

\_\_\_\_\_  
Alana C. Brenner, City Clerk

By: \_\_\_\_\_  
Mayor/Mayor Pro Tem

**APPROVED AS TO FORM AND LEGALITY**

for the use and reliance of the  
City of Orlando, Florida, only.

\_\_\_\_\_ 2014.

\_\_\_\_\_  
Assistant City Attorney  
Orlando, Florida

STATE OF FLORIDA  
COUNTY OF ORANGE

**PERSONALLY APPEARED** before me, the undersigned authority, \_\_\_\_\_,  
and \_\_\_\_\_, well known to me and known by me to be the Mayor/Mayor Pro Tem and  
the City Clerk, respectively, of the City of Orlando, Florida, and who acknowledged before me that  
they executed the foregoing HOPWA AGREEMENT BETWEEN CITY OF ORLANDO AND X-  
TENDING HANDS on behalf of the City of Orlando as its true act and deed, that they were duly  
authorized so to do.

**WITNESS** my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires:

**EXHIBIT “A”**

**Income Eligibility**

STANDARDS FOR PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES AS ESTABLISHED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) 2014

Orange County										
FY 2014 Income Limit Area	Median Income	FY 2014 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Orange County	\$54,800	Very Low (50%) Income Limits	20,100	22,950	25,800	<b>28,650</b>	30,950	33,250	35,550	37,850
		Extremely Low (30%) Income Limits	12,050	15,730	19,790	<b>23,850</b>	27,910	31,970	35,550*	37,850*
		Low (80%) Income Limits	32,100	36,700	41,300	<b>45,850</b>	49,550	53,200	56,900	60,550

NOTE: Orange County is part of the **Orlando-Kissimmee-Sanford, FL MSA**, so all information presented here applies to all of the **Orlando-Kissimmee-Sanford, FL MSA**. The **Orlando-Kissimmee-Sanford, FL MSA** contains the following areas: Lake County, FL; Orange County, FL; Osceola County, FL; and Seminole County, FL.

\* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low (30%) income limits may equal the very low (50%) income limits.

**EXHIBIT "B"**  
**AGENCY GRANT AWARD BY CATEGORY AND AMOUNT**

**X-TENDING HANDS**

<b>Services Funded</b>	<b>Proposed Clients</b>	<b>Amount</b>
Facility-Based Operating Costs	40	\$ 120,000
Administration	N/A	\$ 8,400
Total		\$ 128,400

**EXHIBIT “C”  
AGENCY BUDGET**

**X-Tending Hands**

<u>Type of Services</u>	<u>Funding Amount for Service</u>
Facility-Based Operating Costs (40 clients)	\$120,000.00
Administration (7%)	\$ 8,400.00
TOTAL AWARD.....	\$128,400.00

**X-TENDING** shall spend 30% of funding amount for each Type of Service within the first six (6) months of the date of this Agreement and 45% of funding amount for each Type of Service within the first nine (9) months of the date of this Agreement. **X-TENDING** must comply with the following time frames provided below.

<b>Type of Service</b>	<b>30% of Funding for Service</b>	<b>Date To Be Spent By (Timeframe)</b>	<b>45% of Funding for Service</b>	<b>Date To Be Spent By (Timeframe)</b>
Operating Costs	\$36,000.00	March 1, 2015	\$54,000.00	June 1, 2015

**EXHIBIT "D"**

**QUARTERLY HOPWA REPORT**

**Due no later than the fifteenth of the month following the end of the quarter  
Agencies must enter these data elements in to HMIS for the grantee to pull Quarterly reports**

**Quarterly - IDIS Completion Report  
Tenant-Based Rental Assistance (TBRA)**

<b>Name of Agency:</b>	<input style="width: 100%;" type="text"/>	<b>Quarter</b>	<input style="width: 100%;" type="text"/>
		<b>IDIS #:</b>	<input style="width: 100%;" type="text"/>

Total # of households that received HOPWA Tenant-Based Rental Assistance (TBRA):

Total # of households that received HOPWA Other Rental Assistance Programs:

Of the households served with HOPWA-funded TBRA or RA, how many also received HOPWA-funded Case Management services from the project sponsor during the operating year?

Total # of households served with Leveraged funds for TBRA:

Total # of households served with Leveraged funds for Other Rental Assistance (RA):

**Calculation Check**

**Performance Outcomes**

Number of households that continued receiving TBRA into the next operating year:

**For each destination type, capture number existing the program**

	# Exiting the program
Emergency Shelter:	<input style="width: 100px;" type="text"/>
Temporary Housing:	<input style="width: 100px;" type="text"/>
Private Housing:	<input style="width: 100px;" type="text"/>
Other HOPWA:	<input style="width: 100px;" type="text"/>
Other Subsidy:	<input style="width: 100px;" type="text"/>
Institution:	<input style="width: 100px;" type="text"/>
Jail/Prison or Disconnected:	<input style="width: 100px;" type="text"/>
Death/Life Event:	<input style="width: 100px;" type="text"/>
Total:	<input style="width: 100px;" type="text"/>



Contract: HOPWA-

CFDA: 14.241

Total funds drawn for the Quarter:

**Quarterly - IDIS Completion Report  
Permanent Housing Placement (PHP)**

**Name of Agency:**

**Quarter**

**IDIS #:**

Households Served with HOPWA  
Funds:

Of the households served with HOPWA-funded Permanent Housing Placement (PHP),  
how many households also received HOPWA-funded Case Management  
services  
from the project sponsor during the operating year?

Households served with Leveraged (PHP) funds:

Total funds drawn for the  
Quarter:

**Quarterly - IDIS Completion Report  
Short-term, Rent, Mortgage and Utility (STRMU)**

Name of Agency:

Quarter

IDIS #:

Households assisted with HOPWA Funds:

Of the total number of households served with HOPWA-funded STRMU, how many households also received HOPWA-funded Case Management services from the project sponsor during the operating year?

Households assisted with Leveraged Funds:

**STRMU Activity Breakdown (with Site Expenditures)**

# of Households      Funds Expended

Short-term Mortgage, Rent, and/or Utility (STRMU) assistance:

--	--

Of total assisted, the number who received assistance with mortgage costs only:

--	--

Of total assisted, the number who received assistance with mortgage and utility costs only:

--	--

Of total assisted, the number who received assistance with rental costs only:

--	--

Of total assisted, the number who received assistance with rental and utility costs:

--	--

Of total assisted, the number who received assistance with utility costs:

--	--

The total number of STRMU assistance listed above should

be the same as the number listed here or there is an error

in reporting.

**Client Outcomes (Housing Status)**

# of  
Households

Maintained Private housing without subsidy:

Other Private housing without subsidy:

Other HOPWA housing subsidy assistance:

Other Housing subsidy (PH):

Institution:

STRMU is needed to maintain curing housing arrangements:

Transitional/Short-term:

Temporary/Non-permanent housing arrangement:

Emergency shelter/street:

Jail/Prison:

Disconnected:

Death:

Total:

Number of households that received HOPWA assistance this year and prior two years:

Number of households that received HOPWA assistance this year and prior year:

Total funds drawn for the Quarter:

**Quarterly - IDIS Completion Report  
Facility-Based (FB)**

Name of Agency:

Quarter

IDIS #:

Households Served with HOPWA Funds:

Of the households served with HOPWA-funded Facility-Based housing subsidy, how many households also received HOPWA-funded Case Management services from the project sponsor during the operating year?

Households served with Leveraged funds:

**Total number Actual units by number of bedrooms**

Number of Bedrooms	SRO/0	1	2	3	4	5+

**Households and Expenditures**

	# of Households	Funds Expended
Lease:	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>
Operating Costs:	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>
Project-Based Rental Assistance:	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>
Other ( <u>only</u> if HUD-Approved):	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>

**Performance Outcomes**

For each destination type, capture number exiting the program

Emergency Shelter:

Contract: HOPWA-

CFDA: 14.241

Temporary Housing:

Private Housing:

Other HOPWA:

Other Subsidy:

Institution:

Jail/Prison or Disconnected:

Death/Life Event:

Total # of Households that continued receiving FB Assisatance into next operating year

Total:

Total funds drawn for the  
Quarter:

**Quarterly - IDIS Completion Report  
Supportive Services/Case Management**

Name of Agency:

Quarter

IDIS #:

# of  
Households Expenditures

**List of Supportive Services**

Adult Day Care and Personal Assistance:

Alcohol and Drug Abuse Services:

Case Management:

Child Care and other Child Services

Employment Assistance and Training:

Health/Medical/Intensive Care Services, if approved:

Legal Services:

Life Skills Management (outside of Case Management):

Meals/Nutritional Services:

Mental Health Services:

Outreach:

Transportation:

Other (only if HUD-approved):

Adjustment to eliminate duplication:

Total:

Of those households served with HOPWA-funded Case Management, how many households also received HOPWA-funded Housing Subsidy Assistance (TBRA, )

Contract: HOPWA-

CFDA: 14.241

STRMU, PHP, Facility-Based housing Subsidy Assistance, Master Leasing) from the project sponsor during the operating year?

Total funds drawn for the Quarter:



**EXHIBIT “E”**

**ANNUAL PROGRESS REPORT TEMPLATE**

**This report is due no later than October 15<sup>th</sup> of 2015 in the offices of the City.**

**Grantee Narrative and Performance Assessment**

Provide a narrative summarizing major achievements and highlights that were proposed and completed during the program year. Include a brief description of the organization, area of service, the name(s) of the program contact(s), and an overview of the range/type of housing activities provided.

**1. Outputs Reported.** Describe significant accomplishments or challenges in achieving the number of housing units supported and the number households assisted with HOPWA funds during this operating year. Describe how HOPWA funds were distributed during your program year among different categories of housing and geographic areas to address needs throughout the grant service area.

**2. Outcomes Assessed.** Compare current year results to baseline results for clients. Describe how program activities/projects contributed to meeting stated goals. If program did not achieve expected targets, please describe how your program plans to address challenges in program implementation and the steps currently being taken to achieve goals in next operating year.

**3. Coordination.** Report on program coordination with other mainstream housing and supportive services resources, including the use of committed leveraging from other public and private sources that helped to address needs for eligible persons.

**4. Technical Assistance.** Describe any program technical assistance needs and how they would benefit program beneficiaries.

**5. Barriers.** Describe any barriers (including regulatory and non-regulatory) encountered in the administration or implementation of the HOPWA program, how they affected your program’s ability to achieve the objectives and outcomes discussed, and, actions taken in response to barriers, and recommendations for program improvement. Provide an explanation for each barrier selected.

<input type="checkbox"/> HOPWA/HUD Regulations	<input type="checkbox"/> Housing Availability	<input type="checkbox"/> Rent Determination and Fair Market Rents
<input type="checkbox"/> Discrimination/Confidentiality	<input type="checkbox"/> Eligibility	<input type="checkbox"/> Technical Assistance or Training
<input type="checkbox"/> Supportive Services	<input type="checkbox"/> Rental History	<input type="checkbox"/> Criminal Justice History
<input type="checkbox"/> Housing Affordability	<input type="checkbox"/> Geography/Rural Access	<input type="checkbox"/> Other, please explain further

**6. Trends.** Describe any trends in the community that may affect the way in which the needs of persons living with HIV/AIDS are being addressed, and provide any other information important to the future provision of services to this population.

**Sources of Leveraging**

Report the source(s) of cash or in-kind leveraged federal, state, local or private resources used in the delivery of the HOPWA program and the amount of leveraged dollars. In Column [1], identify the type of leveraging.

Some common sources of leveraged funds have been provided as a reference point. You may add Rows as necessary to report all sources of leveraged funds. Include Resident Rent payments paid by clients directly to private landlords. Do NOT include rents paid directly to a HOPWA program as this will be reported in the next section. In Column [2] report the amount of leveraged funds expended during the operating year. Use Column [3] to provide some detail about the type of leveraged contribution (e.g., case management services or clothing donations). In Column [4], check the appropriate box to indicate whether the leveraged contribution was a housing subsidy assistance or another form of support.

[1] Source of Leveraging	[2] Amount of Leveraged Funds	[3] Type of Contribution	[4] Housing Subsidy Assistance or Other Support
<b>Public Funding</b>			
Public Funding			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
Ryan White-Housing Assistance			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
Ryan White-Other			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
Housing Choice Voucher Program			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
Low Income Housing Tax Credit			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
HOME			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
Shelter Plus Care			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
Emergency Solutions Grant			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
Other Public:			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
Other Public:			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
Other Public:			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
Other Public:			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
Other Public:			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
<b>Private Funding</b>			
Grants			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
In-kind Resources			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
Other Private:			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
Other Private:			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
<b>Other Funding</b>			
Grantee/Project Sponsor/Subrecipient (Agency) Cash			<input type="checkbox"/> Housing Subsidy Assistance <input type="checkbox"/> Other Support
Resident Rent Payments by Client to Private Landlord			
<b>TOTAL (Sum of all Rows)</b>			

**Total Amount Program Income and Resident Rent Payment Collected During the Operating Year**

Report the total amount of program income and resident rent payments directly generated from the use of HOPWA funds, including repayments. Include resident rent payments collected or paid directly to the HOPWA program. Do NOT include payments made directly from a client household to a private landlord.

<b>Program Income and Resident Rent Payments Collected</b>		<b>Total Amount of Program Income (for this operating year)</b>
1.	Program income (e.g. repayments)	
2.	Resident Rent Payments made directly to HOPWA Program	
3.	<b>Total Program Income and Resident Rent Payments (Sum of Rows 1 and 2)</b>	

**Program Income and Resident Rent Payments Expended To Assist HOPWA Households**

Report on the total program income and resident rent payments (as reported above) expended during the operating year. Use Row 1 to report Resident Rent Payments expended on Housing Subsidy Assistance Programs (i.e., TBRA, STRMU, PHP, Master Leased Units, and Facility-Based Housing). Use Row 2 to report on the Program Income and Resident Rent Payment expended on Supportive Services and other non-direct Housing Costs.

<b>Resident Rent Payment Expended on HOPWA programs</b>		<b>Total Amount of Program Income Expended (for this operating year)</b>
1.	Program Income and Resident Rent Payment Expended on Housing Subsidy Assistance costs	
2.	Program Income and Resident Rent Payment Expended on Supportive Services and other non-direct housing costs	
3.	<b>Total Program Income Expended (Sum of Rows 1 and 2)</b>	

**Short-Term Rent, Mortgage and Utility Assistance (STRMU) Summary**

<b>Housing Subsidy Assistance Categories (STRMU)</b>	<b>[1] Output: Number of Households Served</b>	<b>[2] Output: Total HOPWA Funds Expended on STRMU</b>
--	--	--

		<b>during Operating Year</b>	
a.	Total Short-term mortgage, rent and/or utility (STRMU) assistance		
b.	<u>Of the total STRMU reported on Row a</u> , total who received assistance with mortgage costs ONLY.		
c.	<u>Of the total STRMU reported on Row a</u> , total who received assistance with mortgage and utility costs.		
d.	<u>Of the total STRMU reported on Row a</u> , total who received assistance with rental costs ONLY.		
e.	<u>Of the total STRMU reported on Row a</u> , total who received assistance with rental and utility costs.		
f.	<u>Of the total STRMU reported on Row a</u> , total who received assistance with utility costs ONLY.		
g.	Direct program delivery costs (e.g., program operations staff time)		

**Assessment of Households that Received STRMU Assistance**

[1] Output: Total number of households	[2] Assessment of Housing Status		[3] HOPWA Client Outcomes
	Maintain Private Housing <u>without</u> subsidy <i>(e.g. Assistance provided/completed and client is stable, not likely to seek additional support)</i>		<i>Stable/Permanent Housing (PH)</i>
	Other Private Housing without subsidy <i>(e.g. client switched housing units and is now stable, not likely to seek additional support)</i>		
	Other HOPWA Housing Subsidy Assistance		
	Other Housing Subsidy (PH)		
	Institution <i>(e.g. residential and long-term care)</i>		
	Likely that additional STRMU is needed to maintain current housing arrangements		<i>Temporarily Stable, with Reduced Risk of Homelessness</i>
Transitional Facilities/Short-term <i>(e.g. temporary or transitional arrangement)</i>			

	Temporary/Non-Permanent Housing arrangement <i>(e.g. gave up lease, and moved in with family or friends but expects to live there less than 90 days)</i>		
	Emergency Shelter/street		<i>Unstable Arrangements</i>
	Jail/Prison		
	Disconnected		
	Death		<i>Life Event</i>
1b. Total number of those households that received STRMU Assistance in the operating year of this report that also received STRMU assistance in the two prior operating years (e.g. households that received STRMU assistance in three consecutive operating years).			

**Tenant-Based Rental Assistance (TBRA) Summary**

	[1] Output: Total Number of Households Served	[2] Assessment: Number of Households that Continued Receiving HOPWA Housing Subsidy Assistance into the Next Operating Year	[3] Assessment: Number of Households that exited this HOPWA Program; their Housing Status after Exiting		[4] HOPWA Client Outcomes
Tenant-Based Rental Assistance			1 Emergency Shelter/Streets		<i>Unstable Arrangements</i>
			2 Temporary Housing		<i>Temporarily Stable, with Reduced Risk of Homelessness</i>
			3 Private Housing		<i>Stable/Permanent Housing (PH)</i>
			4 Other HOPWA		
			5 Other Subsidy		
			6 Institution		

			7 Jail/Prison		<i>Unstable Arrangements</i>
			8 Disconnected/Unknown		
			9 Death		<i>Life Event</i>

**Transitional/ Short-Term Housing Facilities/ Units (Facility Based Housing) Summary**

	[1] Output: Total Number of Households Served	[2] Assessment: Number of Households that Continued Receiving HOPWA Housing Subsidy Assistance into the Next Operating Year	[3] Assessment: Number of Households that exited this HOPWA Program; their Housing Status after Exiting	[4] HOPWA Client Outcomes
Transitional/ Short-Term Housing Facilities/ Units			1 Emergency Shelter/Streets	<i>Unstable Arrangements</i>
			2 Temporary Housing	<i>Temporarily Stable with Reduced Risk of Homelessness</i>
			3 Private Housing	<i>Stable/Permanent Housing (PH)</i>
			4 Other HOPWA	
			5 Other Subsidy	
			6 Institution	
			7 Jail/Prison	<i>Unstable Arrangements</i>
			8 Disconnected/unknown	
			9 Death	<i>Life Event</i>
B1: Total number of households receiving transitional/short-term housing assistance whose tenure exceeded 24 months				

**Outcomes on Access to Care and Support**

1a. Total Number of Households

Line [1]: Identify the number of households that received HOPWA housing subsidy assistance (TBRA, STRMU, Facility-Based, Permanent Housing Placement Services, and Master Leasing) **and** HOPWA funded case management services. Use Row c. to adjust for duplication among the service categories and Row d. to provide an unduplicated household total.

Line [2]: For project sponsors/subrecipients that **did NOT** provide HOPWA housing subsidy assistance identify in the appropriate row the number of households that received HOPWA funded case management services.

<b>Total Number of Households</b>	
<b>1. For Project Sponsors/Subrecipients that provided HOPWA Housing Subsidy Assistance:</b> Identify the total number of households that received the following <u>HOPWA-funded</u> services:	
a. Housing Subsidy Assistance (duplicated)-TBRA, STRMU, PHP, Facility-Based Housing, and Master Leasing	
b. Case Management	
c. Adjustment for duplication (subtraction)	
<b>d. Total Households Served by Project Sponsors/Subrecipients with Housing Subsidy Assistance (Sum of Rows a.b. minus Row c.)</b>	
<b>2. For Project Sponsors/Subrecipients did NOT provide HOPWA Housing Subsidy Assistance:</b> Identify the total number of households that received the following <u>HOPWA-funded</u> service:	
a. HOPWA Case Management	
<b>b. Total Households Served by Project Sponsors/Subrecipients without Housing Subsidy Assistance</b>	

**Status of Households Accessing Care and Support**

Column [1]: Of the households identified as receiving services from project sponsors/subrecipients that provided HOPWA housing subsidy assistance as identified in Chart 1a., Row 1d. above, report the number of households that demonstrated access or maintained connections to care and support within the program year.

Column [2]: Of the households identified as receiving services from project sponsors/subrecipients that did NOT provide HOPWA housing subsidy assistance as reported in Chart 1a., Row 2b., report the number of households that demonstrated improved access or maintained connections to care and support within the program year.

*Note: For information on types and sources of income and medical insurance/assistance, refer to Charts below.*

Categories of Services Accessed	[1] For project sponsors/subrecipients that provided HOPWA housing subsidy assistance, identify the households who demonstrated the following:	[2] For project sponsors/subrecipients that did NOT provide HOPWA housing subsidy assistance, identify the households who demonstrated the following:	Outcome Indicator
1. Has a housing plan for maintaining or establishing stable on-going housing			<i>Support for Stable Housing</i>
2. Had contact with case manager/benefits counselor consistent with the schedule specified in client's individual service plan (may include leveraged services such as Ryan White			<i>Access to Support</i>

Medical Case Management)			
3. Had contact with a primary health care provider consistent with the schedule specified in client's individual service plan			<i>Access to Health Care</i>
4. Accessed and maintained medical insurance/assistance			<i>Access to Health Care</i>
5. Successfully accessed or maintained qualification for sources of income			<i>Sources of Income</i>

**Chart 1b., Line 4: Sources of Medical Insurance and Assistance include, but are not limited to the following (Reference only)**

<ul style="list-style-type: none"> <li>• MEDICAID Health Insurance Program, or use local program name</li> <li>• MEDICARE Health Insurance Program, or use local program name</li> </ul>	<ul style="list-style-type: none"> <li>• Veterans Affairs Medical Services</li> <li>• AIDS Drug Assistance Program (ADAP)</li> <li>• State Children's Health Insurance Program (SCHIP), or use local program name</li> </ul>	<ul style="list-style-type: none"> <li>• Ryan White-funded Medical or Dental Assistance</li> </ul>
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**Chart 1b., Row 5: Sources of Income include, but are not limited to the following (Reference only)**

<ul style="list-style-type: none"> <li>• Earned Income</li> <li>• Veteran's Pension</li> <li>• Unemployment Insurance</li> <li>• Pension from Former Job</li> <li>• Supplemental Security Income (SSI)</li> </ul>	<ul style="list-style-type: none"> <li>• Child Support</li> <li>• Social Security Disability Income (SSDI)</li> <li>• Alimony or other Spousal Support</li> <li>• Veteran's Disability Payment</li> <li>• Retirement Income from Social Security</li> <li>• Worker's Compensation</li> </ul>	<ul style="list-style-type: none"> <li>• General Assistance (GA), or use local program name</li> <li>• Private Disability Insurance</li> <li>• Temporary Assistance for Needy Families (TANF)</li> <li>• Other Income Sources</li> </ul>
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**Households that Obtained Employment**

Column [1]: Of the households identified as receiving services from project sponsors/subrecipients that provided HOPWA housing subsidy assistance as identified in Chart 1a., Row 1d. above, report on the number of households that include persons who obtained an income-producing job during the operating year that resulted from HOPWA-funded Job training, employment assistance, education or related case management/counseling services.

Column [2]: Of the households identified as receiving services from project sponsors/subrecipients that did NOT provide HOPWA housing subsidy assistance as reported in Chart 1a., Row 2b., report on the number of households that include persons who obtained an income-producing job during the operating year that resulted from HOPWA-funded Job training, employment assistance, education or case management/counseling services.

**Note:** This includes jobs created by this project sponsor/subrecipients or obtained outside this agency.  
**Note:** Do not include jobs that resulted from leveraged job training, employment assistance, education or case management/counseling services.

Categories of Services Accessed	[1] For project sponsors/subrecipients that provided HOPWA housing subsidy assistance, identify the households who demonstrated the following:	[2] For project sponsors/subrecipients that did NOT provide HOPWA housing subsidy assistance, identify the households who demonstrated the following:
Total number of households that obtained an income-producing job		

**Reporting Grant Activity**

**HOPWA-Eligible Individuals who Received HOPWA Housing Subsidy Assistance**

**Total HOPWA Eligible Individuals Living with HIV/AIDS**



In Chart a., provide the total number of eligible (and unduplicated) low-income individuals living with HIV/AIDS who qualified their household to receive HOPWA housing subsidy assistance during the operating year. This total should include only the individual who qualified the household for HOPWA assistance, NOT all HIV positive individuals in the household.

Individuals Served with Housing Subsidy Assistance	Total
Number of individuals with HIV/AIDS who qualified their household to receive HOPWA housing subsidy assistance.	

**Prior Living Situation**

In Chart b., report the prior living situations for all Eligible Individuals reported in Chart a. In Row 1, report the total number of individuals who continued to receive HOPWA housing subsidy assistance from the prior operating year into this operating year. In Rows 2 through 17, indicate the prior living arrangements for all new HOPWA housing subsidy assistance recipients during the operating year.

**Data Check:** *The total number of eligible individuals served in Row 18 equals the total number of individuals served through housing subsidy assistance reported in Chart a. above.*

Category	Total HOPWA Eligible Individuals Receiving Housing Subsidy Assistance
1. <u>Continuing</u> to receive HOPWA support from the prior operating year	
<b>New Individuals who received HOPWA Housing Subsidy Assistance support during Operating Year</b>	
2. Place not meant for human habitation (such as a vehicle, abandoned building, bus/train/subway station/airport, or outside)	
3. Emergency shelter (including hotel, motel, or campground paid for with emergency shelter voucher)	
4. Transitional housing for homeless persons	
5. <b>Total number of new Eligible Individuals who received HOPWA Housing Subsidy Assistance with a Prior Living Situation that meets HUD definition of homelessness (Sum of Rows 2 – 4)</b>	
6. Permanent housing for formerly homeless persons (such as Shelter Plus Care, SHP, or SRO Mod Rehab)	
7. Psychiatric hospital or other psychiatric facility	
8. Substance abuse treatment facility or detox center	
9. Hospital (non-psychiatric facility)	
10. Foster care home or foster care group home	
11. Jail, prison or juvenile detention facility	
12. Rented room, apartment, or house	
13. House you own	
14. Staying or living in someone else’s (family and friends) room, apartment, or house	
15. Hotel or motel paid for without emergency shelter voucher	
16. Other	
17. Don’t Know or Refused	
<b>18. TOTAL Number of HOPWA Eligible Individuals (sum of Rows 1 and 5-17)</b>	

**Homeless Individual Summary**

Indicate the number of eligible individuals reported in Chart b., Row 5 as homeless who also are homeless Veterans and/or meet the definition for Chronically Homeless (See Definition section of CAPER). The totals in Chart c. do not need to equal the total in Chart b., Row 5.

Category	Number of Homeless Veteran(s)	Number of Chronically Homeless
HOPWA eligible individuals served with HOPWA Housing Subsidy Assistance		

**Beneficiaries**

In Chart a., report the total number of HOPWA eligible individuals living with HIV/AIDS who received HOPWA housing subsidy assistance (as reported in Part 7A, Section 1, Chart a.), and all associated members of their household who benefitted from receiving HOPWA housing subsidy assistance (resided with HOPWA eligible individuals).

*Note: See definition of HOPWA Eligible Individual*

*Note: See definition of Transgender.*

*Note: See definition of Beneficiaries.*

**Data Check:** The sum of each of the Charts b. & c. on the following two pages equals the total number of beneficiaries served with HOPWA housing subsidy assistance as determined in Chart a., Row 4 below.

**a. Total Number of Beneficiaries Served with HOPWA Housing Subsidy Assistance**

Individuals and Families Served with HOPWA Housing Subsidy Assistance	Total Number
1. Number of individuals with HIV/AIDS who qualified the household to receive HOPWA housing subsidy assistance (equals the number of HOPWA Eligible Individuals reported in Part 7A, Section 1, Chart a.)	
2. Number of ALL other persons <b>diagnosed</b> as HIV positive who reside with the HOPWA eligible individuals identified in Row 1 and who benefitted from the HOPWA housing subsidy assistance	
3. Number of ALL other persons <b>NOT diagnosed</b> as HIV positive who reside with the HOPWA eligible individual identified in Row 1 and who benefitted from the HOPWA housing subsidy	
<b>4. TOTAL number of ALL <u>beneficiaries</u> served with Housing Subsidy Assistance (Sum of Rows 1,2, &amp; 3)</b>	

**b. Age and Gender**

In Chart b., indicate the Age and Gender of all beneficiaries as reported in Chart a. directly above. Report the Age and Gender of all HOPWA Eligible Individuals (those reported in Chart a., Row 1) using Rows 1-5 below and the Age and Gender of all other beneficiaries (those reported in Chart a., Rows 2 and 3) using Rows 6-10 below. The number of individuals reported in Row 11, Column E. equals the total number of beneficiaries reported in Part 7, Section 2, Chart a., Row 4.

HOPWA Eligible Individuals (Chart a, Row 1)						
		A.	B.	C.	D.	E.
		Male	Female	Transgender M to F	Transgender F to M	TOTAL (Sum of Columns A-D)
1.	Under 18					
2.	18 to 30 years					
3.	31 to 50 years					
4.	51 years and Older					
5.	Subtotal (Sum of Rows 1-4)					
All Other Beneficiaries (Chart a, Rows 2 and 3)						
		A.	B.	C.	D.	E.
		Male	Female	Transgender M to F	Transgender F to M	TOTAL (Sum of Columns A-D)

6.	Under 18					
7.	18 to 30 years					
8.	31 to 50 years					
9.	51 years and Older					
10.	<b>Subtotal (Sum of Rows 6-9)</b>					
<b>Total Beneficiaries (Chart a, Row 4)</b>						
11.	<b>TOTAL (Sum of Rows 5 &amp; 10)</b>					

**c. Race and Ethnicity**

In Chart c., indicate the Race and Ethnicity of all beneficiaries receiving HOPWA Housing Subsidy Assistance as reported in Section 2, Chart a., Row 4. Report the race of all HOPWA eligible individuals in Column [A]. Report the ethnicity of all HOPWA eligible individuals in column [B]. Report the race of all other individuals who benefitted from the HOPWA housing subsidy assistance in column [C]. Report the ethnicity of all other individuals who benefitted from the HOPWA housing subsidy assistance in column [D]. The summed total of columns [A] and [C] equals the total number of beneficiaries reported above in Section 2, Chart a., Row 4.

Category		HOPWA Eligible Individuals		All Other Beneficiaries	
		[A] Race [all individuals reported in Section 2, Chart a., Row 1]	[B] Ethnicity [Also identified as Hispanic or Latino]	[C] Race [total of individuals reported in Section 2, Chart a., Rows 2 & 3]	[D] Ethnicity [Also identified as Hispanic or Latino]
1.	American Indian/Alaskan Native				
2.	Asian				
3.	Black/African American				
4.	Native Hawaiian/Other Pacific Islander				
5.	White				
6.	American Indian/Alaskan Native & White				
7.	Asian & White				
8.	Black/African American & White				
9.	American Indian/Alaskan Native & Black/African American				
10.	Other Multi-Racial				
11.	Column Totals (Sum of Rows 1-10)				
<p><b>Data Check:</b> Sum of Row 11 Column A and Row 11 Column C equals the total number HOPWA Beneficiaries reported in Part 3A, Section 2, Chart a., Row 4.</p>					

**Household Area Median Income**

Report the area median income(s) for all households served with HOPWA housing subsidy assistance.

**Data Check:** The total number of households served with HOPWA housing subsidy assistance should equal Part 3C, Row 7, Column b and Part 7A, Section 1, Chart a. (Total HOPWA Eligible Individuals Served with HOPWA Housing Subsidy Assistance).

**Note:** Refer to [http://www.huduser.org/portal/datasets/il/il2010/select\\_Geography\\_mfi.odn](http://www.huduser.org/portal/datasets/il/il2010/select_Geography_mfi.odn) for information on area median income in your community.

Percentage of Area Median Income		Households Served with HOPWA Housing Subsidy Assistance
1.	0-30% of area median income (extremely low)	
2.	31-50% of area median income (very low)	
3.	51-80% of area median income (low)	
4.	<b>Total (Sum of Rows 1-3)</b>	

**Facility-Based Housing Assistance**

Complete one form for each facility developed or supported through HOPWA funds.

Complete Charts 2a., Project Site Information, and 2b., Type of HOPWA Capital Development Project Units, for all Development Projects, including facilities that were past development projects, but continued to receive HOPWA operating dollars this reporting year.

**1. Project Sponsor/Subrecipient Agency Name (Required)**

**2. Project Site Information for HOPWA Capital Development of Projects (For Current or Past Capital Development Projects that receive HOPWA Operating Costs this reporting year)**

*Note: If units are scattered-sites, report on them as a group and under type of Facility write "Scattered Sites."*

Type of Development this operating year	HOPWA Funds Expended this operating year (if applicable)	Non-HOPWA funds Expended (if applicable)	Name of Facility:
<input type="checkbox"/> New construction	\$	\$	<b>Type of Facility [Check <u>only one</u> box.]</b> <input type="checkbox"/> Permanent housing <input type="checkbox"/> Short-term Shelter or Transitional housing <input type="checkbox"/> Supportive services only facility
<input type="checkbox"/> Rehabilitation	\$	\$	
<input type="checkbox"/> Acquisition	\$	\$	
<input type="checkbox"/> Operating	\$	\$	
a.	Purchase/lease of property:		Date (mm/dd/yy):
b.	Rehabilitation/Construction Dates:		Date started: <span style="float: right;">Date Completed:</span>
c.	Operation dates:		Date residents began to occupy: <input type="checkbox"/> Not yet occupied
d.	Date supportive services began:		Date started: <input type="checkbox"/> Not yet providing services
e.	Number of units in the facility:		HOPWA-funded units = <span style="float: right;">Total Units =</span>
f.	Is a waiting list maintained for the facility?		<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, number of participants on the list at the end of operating year</i>

g.	What is the address of the facility (if different from business address)?	
h.	Is the address of the project site confidential?	<input type="checkbox"/> <i>Yes, protect information; do not publish list</i> <input type="checkbox"/> <i>No, can be made available to the public</i>

**Units Assisted in Types of Housing Facility/Units Leased by Project Sponsor or Subrecipient**

Charts 3a., 3b. and 4 are required for each facility. In Charts 3a. and 3b., indicate the type and number of housing units in the facility, including master leased units, project-based or other scattered site units leased by the organization, categorized by the number of bedrooms per unit.

*Note: The number units may not equal the total number of households served.*

**Please complete separate charts for each housing facility assisted. Scattered site units may be grouped together.**

**Type of Facility**

Complete the following Chart for all facilities leased, master leased, project-based, or operated with HOPWA funds during the reporting year.

**Name of Project Sponsor/Agency Operating the Facility/Leased Units:**

Type of housing facility operated by the project sponsor/subrecipient		Total Number of <u>Units</u> in use during the Operating Year Categorized by the Number of Bedrooms per Units					
		SRO/Studio/0 bdrm	1 bdrm	2 bdrm	3 bdrm	4 bdrm	5+bdrm
a.	Single room occupancy dwelling						
b.	Community residence						
c.	Project-based rental assistance units or leased units						
d.	Other housing facility <u>Specify:</u>						

**Households and Housing Expenditures**

Enter the total number of households served and the amount of HOPWA funds expended by the project sponsor/subrecipient on subsidies for housing involving the use of facilities, master leased units, project based or other scattered site units leased by the organization.

Housing Assistance Category: Facility Based Housing		Output: Number of Households	Output: Total HOPWA Funds Expended during Operating Year by Project Sponsor/subrecipient
a.	Leasing Costs		
b.	Operating Costs		
c.	Project-Based Rental Assistance (PBRA) or other leased units		
d.	Other Activity (if approved in grant agreement) <u>Specify:</u>		
e.	<b>Adjustment to eliminate duplication (subtract)</b>		
f.	<b>TOTAL Facility-Based Housing Assistance (Sum Rows a. through d. minus Row e.)</b>		

**EXHIBIT "F"**

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Authorized Individual

\_\_\_\_\_  
Application or Contract Number

Name and address of Organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT G**  
**FEE SCHEDULE**  
**Effective: October 1, 2014**

SERVICE TYPE	UNIT RATE	UNIT OF MEASURE	COMMENTS
Housing Supportive Services <ul style="list-style-type: none"> <li>• Housing Case Management</li> </ul>	Salary	Monthly Payroll	-Not to exceed 40 hours per week, per case manager
Permanent Housing Placement (deposits and first month's rent)	Not to exceed FMR, max. two months rent	One per client, per lifetime	-Agency must prove due diligence in return of deposit
Project-Based Housing Assistance	As per contract	Month/Client	-Less 30% of client's adjusted income
Facility Operating Expenses	As per contract	Month/Client	-Less 30% of client's adjusted income
Tenant-Based Housing Assistance	Currently published FMR less 30% of client's adjusted income	Month/Client	-Less 30% of client's adjusted income  -Includes Short-Term Supported Housing (hotel) max. 60 days in a 6 month period
Short-Term Rent, Mortgage and Utility Assistance	Currently published FMR less 30% of client's adjusted income	Weeks/Client	-Pass through only -Not to exceed 21 weeks in a 52 week period.*

*\*(Based on Anniversary date of first access – the due date: If the first access is rent and rent is due on the 1<sup>st</sup> of the month, the 1<sup>st</sup> of the month begins the anniversary year. If a utility bill is the first access, the due date begins the anniversary year. )*

**EXHIBIT “H”**

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



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

\_\_\_\_\_  
Signature of President/Executive Director/Board Chair

\_\_\_\_\_  
Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA  
COUNTY OF ORANGE

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: