

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM  
GRANT AGREEMENT BETWEEN THE CITY OF ORLANDO AND  
CENTER FOR MULTICULTURAL WELLNESS & PREVENTION**

**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 the Center for Multicultural Wellness & Prevention, a nonprofit corporation organized under the laws of the State of Florida, with a principal address of 641 N. Rio Grande Avenue, Orlando, Florida 32805 (hereinafter referred to as “**CMWP**” 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 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**, **CMWP** has submitted a proposal to the City requesting One Million, Sixty-Three Thousand, Sixty-Seven Dollars and No Cents (\$1,063,067.00) 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**, **CMWP** 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, **CMWP** 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 has allocated a subaward to **CMWP** in the amount of One Million, Sixty-Three Thousand, Sixty-Seven Dollars and No Cents (\$1,063,067.00) from Fiscal Year 2015-2016 HOPWA funds for eligible housing assistance services provided by **CMWP** to eligible low-income persons with AIDS or related diseases who reside in the Orlando EMSA. Pursuant to 2 CFR §200.331, the required subaward information is attached hereto as **Exhibit "J"**. In order for the City to reimburse **CMWP** for said services, **CMWP** 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. **CMWP** acknowledges and agrees that requiring **CMWP** to spend the funds in a timely manner is a material inducement for the City to award these funds. If **CMWP** fails to spend the funds within the timeframes specified in the Budget, such failure shall constitute an Event of Default.

**CMWP** 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) of the month following the end of the quarter.

**CMWP** 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 **CMWP** is using the grant funds to provide housing, **CMWP** shall ensure that qualified service providers in the area make available appropriate supportive services to the individuals assisted with housing. If **CMWP** is using grant funds to provide case management services, **CMWP** 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 Section I, paragraph 4 herein.

**CMWP** 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 ("HQS") as applicable to the services provided under this Agreement. **CMWP** agrees to allow the City 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 **CMWP** must

remedy these deficiencies with thirty (30) days of notification by the City. Furthermore, **CMWP** 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, **CMWP** shall comply with 24 CFR §574.310(d) and (e) relating to Resident Rent Payments and Terminations of Assistance.

3. Expenditure of funds: **CMWP** 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"**. **CMWP** shall not use any HOPWA funds for any prohibited activities as set forth in 24 CFR Part 574. **CMWP** acknowledges and agrees that any funds not used in accordance with permitted HOPWA regulations must be repaid to the City.

4. Payment Procedures/Reimbursement of Funds: The City will disburse funds only after completion of the work and after receipt and approval by appropriate City personnel of the "Request for Payment" form printed on Subrecipient's letterhead, attached hereto as **Exhibit "I"**. Request for payments shall be submitted no more frequently than once a month and shall be in accordance with the Budget attached hereto as **Exhibit "C"**, specifying the services performed and expenses incurred. **CMWP** shall submit a request for payment in an amount sufficient to pay for services provided during the previous month. Requests for payments 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 paid. Exceptions will be allowed if requested by the agency in writing and authorized by the City before payment requests are submitted. All payment requests received after the tenth of the month will be paid in the following monthly payment cycle. It is the responsibility of **CMWP** to submit accurate payment requests in a timely manner to avoid cash flow interruptions. Due to the time designation of the HUD award, payment requests may not be processed for up to ninety (90) days. Requests for payments 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. Provided **CMWP** is not in breach or default of this Agreement in any way, the City agrees to promptly process all requests for payment received from **CMWP** and to promptly forward any funds received from the HOPWA account. No interest shall be earned on HOPWA proceeds. Funds will be paid in accordance with the Fee Schedule attached hereto as **Exhibit "G"**. The absolute maximum amount that shall be paid to **CMWP** under this Agreement is One Million, Sixty-Three Thousand, Sixty-Seven Dollars and No Cents (\$1,063,067.00). In the event that the City of Orlando or HUD determines that any HOPWA monies have been wrongfully paid, **CMWP** agrees to refund such money to the City so that the City may refund it to HUD.

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

6. Term: Unless earlier terminated, this Agreement shall be in effect for the period commencing October 1, 2015 and terminate on September 30, 2016. Costs may not be incurred after September 30, 2016 without written amendment to this Agreement. Notwithstanding

anything herein to the contrary, **CMWP**'s obligations to the City 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 property. Also, notwithstanding the foregoing, the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which **CMWP** 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 Agreement.

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

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

2. OMB Circulars: **CMWP** shall comply with the requirements of 2 CFR Part 200.

3. Homeless Management Information System (HMIS) Monthly Report **CMWP** shall provide the City with a HMIS monthly status report containing the progress and location of the **CMWP**'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: **CMWP** shall provide the City with a quarterly status report containing the progress of the **CMWP**'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. **CMWP** 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: **CMWP** agrees to submit the Annual Progress Report to the City as required by **Exhibit "E"** by **October 15, 2016**.

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

7. Records and Reports: In accordance with the requirements set forth in 2 CFR Part 200 and 24 CFR §574.530, **CMWP** 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 City and HUD personnel at reasonable hours during the entire term of this Agreement plus four (4) years after the submission of the Annual Progress Report, including, but not limited to, the following:

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

**CMWP** 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 Agreement plus four (4) years 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, 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) Director. **CMWP** 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 four (4) 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 prescribed period. **CMWP** 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 shall audit such reports in accord with applicable federal regulations and 2 CFR Part 200.

8. Monitoring and Inspections/Access to Records: In accordance with the requirements set forth in 2 CFR §200.336, all files, records, documents, including financial statements and data, shall be made available for review to the 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 **CMWP'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 **CMWP's** responsibility to ensure that any contract entered into with third parties contain all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all federal, state, and local laws and regulations.

**CMWP** shall monitor the progress of the activity covered by this Agreement and shall submit appropriate reports to the City. The City shall monitor the **CMWP's** performance and financial and programmatic compliance. **CMWP** shall allow on-site monitoring of the facility and its programs on as frequent a basis as the City deems necessary and at any other time that may be required by HUD to determine compliance with HOPWA regulations and this Agreement. **CMWP** 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 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 Agreement.

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

10. Uniform Administrative Requirements and Cost Principles. **CMWP** 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 is 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. **CMWP** 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, **CMWP** shall comply with whatever guidance HUD requires. **CMWP** 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.

11. Non-Discrimination and Equal Opportunity: **CMWP** 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. **CMWP** 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.

**CMWP** agrees that compliance with these regulations constitutes a condition of continued receipt of funding. **CMWP** 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.

12. Restrictions on Lobbying: **CMWP** shall comply with the restrictions on lobbying set forth in 24 CFR Part 87 and shall execute the Certificate Regarding Lobbying attached as **Exhibit "F"** to this Agreement and incorporated herein by reference.

13. Affirmative Marketing/Fair Housing: **CMWP** 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. **CMWP** 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. **CMWP** shall also comply with the City's affirmative marketing procedures.

14. Conflict of Interest: In the procurement of supplies, equipment, construction and services, **CMWP** shall comply with the conflict of interest rules in 2 CFR Part 200. **CMWP** 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 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 **CMWP** 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 **CMWP**. If **CMWP** has a parent, affiliate, or subsidiary organization, **CMWP** must also maintain written standards of conduct covering organizational conflicts of interest.

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

**CMWP** will disclose in writing any potential conflict of interest to the City. By executing this Agreement, the Subrecipient covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Agreement or any other interest which would conflict in any manner with this Agreement or the performance of the this Agreement.

15. Displacement and Relocation: **CMWP** shall comply and assist the City in complying with the provisions of 24 CFR §574.630, “Displacement, relocation, and real property acquisition.”

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

17. 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, **CMWP** 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.).

18. Environmental Review: **CMWP** 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.

19. Confidentiality: To the fullest extent permitted by law, **CMWP** and 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.

20. Fees Collected: **CMWP** 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.

21. Agreement between the City and HUD: **CMWP** 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: **CMWP** 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 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. **CMWP** shall also complete and sign the Federal Funding Accountability and Transparency Act (“FFATA”) 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 **CMWP** 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 **CMWP** 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 **CMWP**, in any certification or communication submitted by **CMWP** 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 **CMWP** does not disclose to the City, upon demand, the names of all persons with whom **CMWP** 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 **CMWP** 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 **CMWP** 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. Remedies for Non-compliance. If **CMWP** fails to comply with Federal statutes, regulations, or the terms and conditions of this Agreement, the City may impose additional conditions as described in 2 CFR §200.207. If the City determines that noncompliance cannot be remedied by imposing additional conditions, the City 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 City;
- (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, termination of the Agreement, or any other available remedies.

3. Suspension and Termination: **CMWP** and the City will comply with the noncompliance and termination provisions in 2 CFR Part 200. In addition to the remedies for non-compliance in 2 CFR §200.338, in accordance with 2 CFR §§ 200.338 and 339, the City may suspend or terminate this Agreement in whole or in part if **CMWP** fails to comply with any terms and conditions of this Agreement or upon the occurrence of any Event of Default or any other breach of this Agreement. The City 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 Agreement under statutory law, equity or under common law. If the City terminates this Agreement, **CMWP** shall also forfeit to the City all unexpended monies awarded under the Agreement. **CMWP** may also be required to refund all HOPWA funds awarded by the City.

In accordance with 2 CFR §200.339, the City can terminate the Agreement with the consent of **CMWP** in which case **CMWP** and the City must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR §200.339(a)(4), the Agreement may also be terminated by **CMWP** or the City 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 City 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 City may terminate the award in its entirety.

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

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

4. 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.

#### **SECTION 4: INDEMNIFICATION AND INSURANCE**

1. Indemnification: **CMWP** 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: **CMWP** 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 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 coverage:

(a) Workers' Compensation - **CMWP** 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 - **CMWP** 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. **CMWP** shall also keep the building or property insured for its fair market value.

(c) Commercial Automobile Liability - **CMWP** 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 - **CMWP** 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, 2015 (herein the "Effective Date") and **CMWP** may begin providing services and goods set forth in the Agency Budget provided in **Exhibit "C"** on such date.

4. Assignment/successors and assigns: **CMWP** 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:** Center for Multicultural Wellness & Prevention  
Marie Jose Francois, M.D., MPH, President/CEO  
641 N. Rio Grande Avenue  
Orlando, Florida 32805

6. Compliance With All Laws: Notwithstanding anything herein to the contrary, **CMWP** 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 \_\_\_\_\_, 2015.

**CENTER FOR MULTICULTURAL  
WELLNESS & PREVENTION, INC.**

WITNESS:

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

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

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

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

Title: Executive Director/President/CEO

**CORPORATE ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING HOPWA AGREEMENT BETWEEN THE CITY OF ORLANDO AND CENTER FOR MULTICULTURAL WELLNESS & PREVENTION, INC., was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, on behalf of Center for Multicultural Wellness & Prevention, Inc., 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:

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

\_\_\_\_\_  
Celeste T. Brown, City Clerk

**APPROVED AS TO FORM AND LEGALITY**

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

\_\_\_\_\_ 2015.

\_\_\_\_\_  
Chief/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 THE CITY OF ORLANDO AND CENTER FOR MULTICULTURAL WELLNESS & PREVENTION, INC., 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
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) 2015**

Orange County										
FY 2015 Income Limit Area	Median Income	FY 2015 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Orange County	\$58,300	Very Low (50%) Income Limits	20,450	23,350	26,250	<b>29,150</b>	31,500	33,850	36,150	38,500
		Extremely Low (30%) Income Limits	12,250	15,930	20,090	<b>24,250</b>	28,410	32,570	36,150*	38,500*
		Low (80%) Income Limits	32,700	37,350	42,000	<b>46,650</b>	50,400	54,150	57,850	61,600

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**

**Center for Multicultural Wellness & Prevention, Inc.**

<b>Services Funded</b>	<b>Proposed Client</b>	<b>Amount</b>
Short Term Rent, Mortgage & Utility Assistance	265	\$ 265,879
Tenant-Based Housing Assistance	42	\$ 187,750
Supportive Services/ Case Management	320	\$ 400,000
Permanent Housing Placement	22	\$ 22,773
Facility-Based Operating Costs	51	\$ 117,119
Administration	N/A	\$ 69,546
<b>Total</b>		<b>\$ 1,063,067</b>

**EXHIBIT "C"**  
**AGENCY BUDGET**  
**Center for Multicultural Wellness & Prevention, Inc.**

<u>Type of Services</u> <u>Service</u>	<u>Funding Amount for</u>
Case Management/Supportive Services	\$400,000.00
Permanent Housing Placement	\$ 22,773.00
Short-term Rent, Mortgage and Utility Assistance	\$265,879.00
Tenant-Based Rental Assistance	\$187,750.00
Facility Operating Costs	\$117,119.00
Administration (7%)	<u>\$ 69,546.00</u>
<b>TOTAL AWARD</b>	<b>\$1,063,067.00</b>

**CMWP** 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. **CMWP** 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>
Case Management	\$120,000.00	March 1, 2016	\$180,000.00	June 1, 2016
Permanent Housing Placement	\$6,831.90	March 1, 2016	\$10,247.85	June 1, 2016
Short-term Rent, Mortgage, & Utility	\$79,763.70	March 1, 2016	\$119,645.55	June 1, 2016
Tenant-Based Rental Assistance	\$56,325.00	March 1, 2016	\$84,487.50	June 1, 2016

Contract: HOPWA-

CFDA: 14.241

Operating Costs	\$35,135.70	March 1, 2016	\$52,703.55	June 1, 2016
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**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"/>

Contract: HOPWA-

CFDA: 14.241

Total:

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:

<input type="text"/>	<input type="text"/>
----------------------	----------------------

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

<input type="text"/>	<input type="text"/>
----------------------	----------------------

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

<input type="text"/>	<input type="text"/>
----------------------	----------------------

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

<input type="text"/>	<input type="text"/>
----------------------	----------------------

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

<input type="text"/>	<input type="text"/>
----------------------	----------------------

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

<input type="text"/>	<input type="text"/>
----------------------	----------------------

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 type="text"/>	<input type="text"/>
Operating Costs:	<input type="text"/>	<input type="text"/>
Project-Based Rental Assistance:	<input type="text"/>	<input type="text"/>
Other ( <u>only</u> if HUD-Approved):	<input type="text"/>	<input 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 2016 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
Public Funding			
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
Private Funding			
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
Other Funding			
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 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, total who received assistance with mortgage costs ONLY.</u>		
c.	<u>Of the total STRMU reported on Row a, total who received assistance with mortgage and utility costs.</u>		

d.	Of the total STRMU reported on Row a, total who received assistance with rental costs ONLY.		
e.	Of the total STRMU reported on Row a, total who received assistance with rental and utility costs.		
f.	Of the total STRMU reported on Row a, 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>
1a. Total number of those households that received STRMU Assistance in the operating year of this report that also received STRMU assistance in the prior operating year (e.g. households that received STRMU assistance in two consecutive operating years).			
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		<i>Unstable Arrangements</i>
			7 Jail/Prison		
			8 Disconnected/unknown		<i>Life Event</i>
			9 Death		
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 Medical Case Management)			<i>Access to Support</i>
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.	Continuing 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	
18.	<b>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 benefited 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.	<b>Subtotal (Sum of Rows 1-4)</b>					
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>					
Total Beneficiaries (Chart a, Row 4)						
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)				
<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.					

**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 <i>(if applicable)</i>	Non-HOPWA funds Expended <i>(if applicable)</i>	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"/> Yes, protect information; do not publish list <input type="checkbox"/> No, can be made available to the public

**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
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>		

**By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).**

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

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

**EXHIBIT "F"**  
**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

\_\_\_\_\_  
Date

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

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

Name and address of Organization:

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

**EXHIBIT “G”**  
**FEE SCHEDULE**  
**Effective: October 1, 2015**

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 Costs	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:

**EXHIBIT "I"**

**SUBRECIPIENT INVOICE  
(Request for Payment)**

Date:

Payee/Subrecipient:		
Billing Address:		
City/State/Zip:		
Program/Project:		
Grant/Funding Source:	Invoice #	/ Contract #:

Description of reimbursement activity(ies) including time period activities were executed:

By signing this report, I certify to the best of my knowledge and belief that the request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Award:	<input type="text"/>	
Balance:	<input type="text"/>	Authorized Payee Representative Signature
Reimbursement Request:	<input type="text"/>	
Project Ending Balance:	<input type="text"/>	Print Name and Position

**SECTION BELOW TO BE COMPLETED BY CITY OF ORLANDO**

I certify that all grant requirements for this payment have been met and request reimbursement.

Housing Coordinator Signature  Program Manager Signature

Housing Coordinator Print Name / Date  Program Manager Print Name / Date

Accounting Use Only	
Supplier Invoice #:	GL Code:

Fiscal Manager Signature  Division Manager Signature

Fiscal Manager Print Name / Date  Division Manager Print Name / Date

EXHIBIT \_\_\_\_

REQUIRED SUBRECIPIENT INFORMATION

1. Subrecipient name (which must match registered name in DUNS):  
The Center for Multicultural Wellness and Prevention, Inc.
2. Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number): 101284151
3. Federal Award Identification Number (FAIN): \_\_\_\_\_
4. Federal Award Date (see §200.39 Federal award date): \_\_\_\_\_
5. Subaward Period of Performance Start Date and End Date: 10/01/2015 to 09/30/2016
6. Amount of Federal Funds Obligated by this activity: \$ 1,063,067
7. Total Amount of Federal Funds obligated to subrecipient: \$ 1,063,067
8. Total Amount of the Federal Award: \$ 3,241,876
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):  
Funds will provide housing assistance services to eligible low-income persons with AIDS or related diseases who reside in the Orlando Eligible Metropolitan Statistical Area. Services include short-term rent, mortgage & utility assistance, tenant-based housing assistance, supportive services/case management, permanent housing placement, facility-based operating costs, and administration. #
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official: U.S. Department of Housing and Urban Development; City of Orlando Housing and Community Development Department; Housing and Community Development Manager; 400 S. Orange Ave, 7<sup>th</sup> Floor, Orlando, FL, 32802; 407.246.3326
11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award the CFDA number at the time of disbursement: 14.241 Housing Opportunities for Persons with Aids
12. Identification of whether the award is R&D: N/A
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A costs)): N/A