

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

BLUE SHEET NO. 20020783

1. REQUESTED MOTION:

ACTION REQUESTED: Execute a Contract between Lee County Board of County Commissioners (BoCC) and The Health Planning Council of Southwest Florida, Inc. for the Housing Opportunities for Persons with AIDS Program (HOPWA). Approve a Budget Resolution to the General Fund in the amount of \$70,338.00

WHY ACTION IS NECESSARY: To execute a contract required to receive HOPWA funds.

WHAT THE ACTION ACCOMPLISHES: Provides \$ 70,338.00 for case management to eligible HIV+ Lee County residents.

2. DEPARTMENTAL CATEGORY: 05
COMMISSION DISTRICT #: CW C5C

3. MEETING DATE: 07-09-2002

4. AGENDA:
 CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)
 STATUTE
 ORDINANCE
 ADMIN. CODE
 OTHER

6. REQUESTOR OF INFORMATION:
A. COMMISSIONER N/A
B. DEPARTMENT Human Services
C. DIVISION
BY: Susan Oliver *Susan Oliver*

7. BACKGROUND:

The Department of Human Services administers the Housing Opportunities for Persons with AIDS (HOPWA) program with funds provided by Housing and Urban Development (HUD) through The Health Planning Council of Southwest Florida, Inc. A total of \$70,338 is available to the Department of Human Services to provide case management to eligible individuals and families with HIV+.

Case management activities will include authorizing housing and utility payments which will be paid by the Health Planning Council. The amount of case management monthly shall equal an amount equal to \$11.00 dollars times the total number of eligible client units, not to exceed 20% of direct service billings for the month.

Attachments: Contract (3 originals)
Budget Amendment Resolution

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing Or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>Amador KB 6/26</i>	N/A	N/A		<i>Andrea Jasser</i>	OA <i>6/26</i>	OM <i>6/26</i>	Risk <i>6/27</i>	GC <i>6/27-02</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
 Date: 6/26/02
 Time: 11:00 pm
 Forwarded To:
 Budget
6/27 2:15 pm

RECEIVED BY
 COUNTY ADMIN.
6/26/02
4:00 PM
 COUNTY ADMIN.
 FORWARDED TO:
6/27/02 *[Signature]*
1 pm

RESOLUTION

Amending the General Fund #00100 Budget for additional revenues for Fiscal Year 2001-2002.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund #00100 budget for \$70,338 of the additional revenue from Housing Opportunities for Persons with AIDS (HOPWA) Grant and an appropriation of a like amount for salaries;

WHEREAS, the General Fund #00100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$286,334,460
Additions		
11068700100.331620.9008	HOPWA Grant	\$70,338
Amended Total Estimated Revenues		\$286,404,798

APPROPRIATIONS

Prior Total:		\$286,334,460
Additions		
11068700100.501210.143	Salaries – Full Time	70,338
Amended Total Appropriations		\$286,404,798

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the General Fund #00100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this _____ day of _____, 2002.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

(For Official Use Only Fill In Or Check All That Apply)

Amount of federal funds \$70,338.00

Fixed Price/FTE__ Unit Cost Reimbursement X Multi- County__ Single County X

CONTRACT

This Contract (the "Contract") is entered into by and between The Health Planning Council of Southwest Florida, Inc. (the "Council") and Lee County Human Services (the "Provider").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. COMPOSITION OF AGREEMENT. The following documents are attached hereto (collectively, the "Attached Documents"):

1. HOPWA Program Attachment I (and all attachments referenced therein).
2. The Standard Agreement Terms and Conditions Attachment.

B. TERM

1. Beginning Date: July 1, 2002
2. Ending Date: June 30, 2003

C. CONTRACT AMOUNT: \$70,338.00

1. This is a unit cost reimbursement contract based on number of clients served by the Provider. The Council shall reimburse the Provider for case management services in a total dollar amount not to exceed \$70,338.00, subject to the availability of funds. The amount of reimbursement monthly shall equal an amount equal to \$11.00 times the total number of eligible client units.

D. SPECIAL PROVISIONS

1. Services will be provided in the following counties: Lee
 - a. Nothing in this contract shall preclude the Provider from also providing services to eligible individuals from any other county in Area 8 (Charlotte, Collier, DeSoto, Glades, Hendry, Lee, Sarasota).
2. The estimated number of eligible clients to be served 200. Base upon client load, it is estimated it will take 1.5-3 case manager(s) to provide an

adequate level of case management services to the clients.

3. Service Delivery Location: 83 Pondella Road, North Fort Myers, Florida

4. The following supporting documentation must accompany all invoices for reimbursement of case management services:

a. For a Full-Time Equivalent Contract:

(1)Salaries: source documentation is required including timesheet(s) and a copy of the check(s). A payroll register or similar document may be included but does not stand alone as sufficient backup documentation.

b. Fringe benefits must be documented by:

(1)Electronic verification numbers for payroll taxes or 941 form and copy of check.

(2)Invoice stamped "paid" with check number and date paid. (for insurance must list employees covered).

(3)Employees covered, amount for each employee, and a copy of a retirement check for each employee.

c. For a Unit Cost Reimbursement Contract:

(1)A cover invoice or signed certification listing Provider name, dates of service, number of clients served and total number of units billed

(2) A summary report by client unique identifier showing: date(s) served, type of contacts on each date, total units billed per date and total cost for that client per date.

5. The venue for any court action pertaining to this contract will be made in the courts of Lee County, Florida.
6. Outcomes/outputs
 - (1) Maintain a training log or file of all case management related training activities.
 - (2) Accurate completion of the Annual Administrative Report for aggregate reporting period July 1, 2002 through June 30, 2002. Report is due on or about August 10, 2003.
 - (3) Accurate completion of the HIV/AIDS Quarterly Demographic Reports due for:
 - April 1 through June 30 (due 7/05/02)
 - July 1 through September 30 (due 10/05/02)
 - October through December 30 (due 1/05/03)
 - January 1 through March 31 (due 4/05/03)
 - (4) Distribution and collection of client surveys provided by the Council.
 - (5) 85% or better satisfaction rating on client surveys.

- (6) Compliance with the requirements and objectives as listed in the *Ryan White Case Management Handbook, 2002* as applies to HOPWA case management and with the standards as listed in *the HOPWA Program Guidelines, 2002* as documented by the Council in at least semi-annual monitorings.
- (7) Completion of semi-annual client information diskettes.

E. NOTICE AND CONTACT

1. The Executive Director is Ronald Burris, whose address and telephone number are The Health Planning Council of Southwest Florida, Inc., 9250 College Parkway, Suite 3, Fort Myers, FL 33907, (239) 433-6700

Provider's Contract Representative is Susan Oliver, whose address and telephone number are Lee County Human Services, 83 Pondella Rd, Suite 1, N. Ft. Myers, FL, 33903, (239) 652-7930.

IN WITNESS WHEREOF, the parties hereto have executed this 2 page Contract on the dates stated below.

PROVIDER:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Federal I.D.# 59-6000702

Single Point of Contact Bill Lawyer, 652-7934

The Health Planning Council of Southwest Florida Inc.

Signature: _____

Printed Name Ronald G. Burris.

Title: Executive Director

Date: _____

research reports, and similar public notices prepared and released by Provider arising or resulting herefrom shall include the statement: "Sponsored by the State of Florida, Department of Health." If the sponsorship reference is in written material, the words "State of Florida, Department of Health" shall appear in not less than the same size type as Provider's name.

S. Lobbying, Fund-raising and Program Income. To comply with the provisions of Fla. Stat. 216.347, prohibiting expenditures of contract funds to lobby the Legislature or a state agency. Fund raising activities shall not be charged to, or reimbursed from, any Department contract proceeds. Program income shall be used, at the direction of Department, to either reduce the contract award or fund additional services eligible for State and Federal funding. For purposes hereof, "program income" shall mean gross income received by Provider directly generated by a grant supported activity, or earned as a result hereof during the term hereof. If any payment due hereunder results directly from a budget line item submitted by Provider and Provider's actual costs/expenditures during the hereof are less than the amount budgeted, the resulting excess payment shall be deemed "program income."

T. Staff, Facilities and Equipment. To maintain sufficient staff, facilities and equipment to deliver the goods and services described herein, and immediately notify Department whenever Provider is unable or is going to be unable to provide the required quality or quantity of goods or services.

U. Time of Essence Regarding Obligations of Provider, all Breaches Material. Time is of the essence with regard to each and every obligation of Provider contained herein. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach hereof.

V. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Acknowledgments and Representations regarding the Convicted and the Discriminatory Vendors List.

1. If federal funds received by Provider hereunder exceeds \$25,000.00, Provider:

a. certifies, by signing this Agreement, neither Provider nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation herein by any federal department or agency and, if Provider is unable to certify to any of the statements contained in this section, Provider shall attach an explanation hereto;

b. acknowledges and agrees this certification is a material representation of fact upon which reliance is placed when this Agreement is entered into. If it is later determined the signer or Provider knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment;

c. agrees to provide immediate written notice to the Contract Manager if Provider learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;

d. acknowledges and agrees the terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 1254, Debarment and Suspension, signed February 18, 1986. Provider may contact the Contract Manager for assistance in obtaining a copy of these rules and regulations;

e. agrees by submitting this certification it shall not knowingly subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation herein unless authorized by the Federal Government; and

f. agrees it will require each person or entity subcontracted hereunder receiving payment of \$25,000 or more in federal monies submit a signed copy of this certification to Department.

2. If the amount of federal funds received by Provider hereunder exceeds \$100,000.00, the undersigned, on both their behalf and Provider, certifies to the best of their knowledge and belief that:

a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

b. 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, in connection with this Federally funded agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. the undersigned shall require the language of this certification included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and all subrecipients shall certify and disclose accordingly.

The undersigned and Provider acknowledge THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS AGREEMENT WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE TO MAKING OR ENTERING INTO THIS AGREEMENT 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.

3. If the amount of funds to be received by Provider hereunder exceeds the threshold amount provided in Fla. Stat. 287.017, for CATEGORY TWO, the undersigned, on behalf of himself/herself, Provider, and any affiliate thereof, acknowledges and represents that, as defined and described in Fla. Stat. 287.133, persons or affiliates placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform the work under this Agreement and neither the undersigned, Provider, nor any affiliate thereof had been placed on the convicted vendors list for 36 months prior to the Effective date hereof.

4. And acknowledges it is informed of the provisions of Fla. Stat. 287.134(2)(a), and represents to Department those provisions do not prohibit contracting with Provider.

III. Department Agrees:

A. Contract Amount. To pay for contracted services, in amount not to exceed the Contract Amount as stated in the Contract, subject to the availability of funds. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Provider shall not be paid hereunder for goods or services for which it is paid under any other contract or from any other source. Except as otherwise expressly stated herein, Department has no obligation for expenses, services, or goods provided prior to the Effective Date hereof.

B. Contract Payment. Pursuant to Fla. Stat. 215.422, to file the voucher authorizing payment of an invoice submitted to Department with the State Comptroller not later than twenty (20) days after the latter of receipt of Invoice for payment consistent with I.B., above, ("Invoice for Payment") and receipt, inspection and approval of the goods or services (which inspection and approval may take the latter of twenty (20) days or five (5) days after receipt of Invoice for Payment), except that in the case of a bona fide dispute, the voucher shall contain a statement of the dispute and authorize payment only in the amount not disputed. Such approval is for the purpose of authorizing payments and does not constitute a final approval of services purchased hereunder. The date on which an Invoice for Payment is deemed received is the date on such is received at the place designated by Department. A payment is deemed to be issued on the first working day payment is available for delivery or mailing to Provider. If a warrant in payment of an Invoice for Payment is not issued within forty (40) days (thirty-five (35) days for health care providers) after the receipt of the Invoice for Payment and receipt, inspection, and approval of the goods and services, Department shall pay to Provider, in addition to the amount of the Invoice, interest at the rate authorized under Fla. Stat. 215.422. The temporary unavailability of funds to make a timely payment due for goods or services shall not relieve Department of this obligation to pay such interest. Interest penalties less than one dollar will not be paid unless Provider requests payment.

C. Vendor Ombudsman. Vendors with problems in timely payment(s) hereunder may contact the State Comptroller's Hotline (800.848.3792). This paragraph is for notice purposes only.

IV. Provider and Department Mutually Agree:

A. Payments. Provider shall be entitled to each payment hereunder in the amount and at the time specified herein, provided Provider meets the conditions precedent to entitlement to such payment during the term hereof. Determination regarding conditions precedent shall be at the reasonable discretion of Department.

B. Termination.

1. **Termination at Will.** This Agreement may be terminated without cause by either party upon no less than thirty (30) days notice unless the Provider is a state university in which case such notice is not less than ninety (90) days. If Department exercises this termination remedy, Department shall be obligated to pay Provider for all work properly and timely performed hereunder, according to the payment provisions contained herein. Department shall set-off rights against such payment obligation for the amount Department has been damaged by any Provider breach.

2. **Termination Because of Lack of Funds.** In the event funds to finance this Agreement become unavailable, Department may, at its discretion, suspend or terminate the Agreement upon no less than twenty-four (24) hours notice in writing to Provider. In the event Department chooses to exercise its termination option under this section, neither party hereto shall have any further rights or obligations hereunder. In the event Department suspends this Agreement but does not reinstate it before the end of the term hereof, such suspension shall be considered an exercise of Department's termination option. If Department chooses to reinstate this Agreement prior to the end of the Agreement term, the total amount payable hereunder shall be prorated down by the percentage of the Agreement term during which this Agreement remained suspended. Department shall be the final authority in determining all issues as to the availability of funds.

3. **Termination for Breach.** Department may, by written notice to Provider, terminate this Agreement immediately for Provider breach.

4. **Termination for Failure to Satisfy Contractual Obligations.** Failure to satisfy any contractual obligations under any other agreement with Department or termination for cause thereunder shall be a breach of this Agreement by Provider.

C. Notice and Contact.

1. All notices to Department and invoices for payment should be directed to the attention of the Contract Manager. All notices to Provider and payments hereunder shall be directed to Provider's Contract Representative. In the event a different Contract Manager or Provider's Contract Representative is designated after execution of this Agreement, notice of the name and address of the new manager or representative shall be sent in writing. Provider shall keep Department informed of its current telefax number at all times. Unless otherwise provided herein, any notice to be given hereunder shall be in writing and shall be sent by hand-delivery, overnight mail, by U.S. certified mail, postage prepaid, return receipt requested or by telefax. Any notice given by properly addressed and stamped U.S. certified

mail, return receipt requested, shall be deemed to be given three (3) days following the date of mailing. Notice by overnight mail shall be deemed to be given one (1) day after such mailing. Notice by telefax shall be deemed notice by hand-delivery.

2. When provider is a state university notice of termination under IV.B.1. may not be delivered by telefax.

D. Term and Renewal.

1. This Agreement shall begin on the latter of the Beginning Date or the date the contract is fully executed by both parties. The term hereof shall be for three (3) years unless otherwise stated herein.

2. All sections of this Attachment shall survive the expiration or termination hereof with the exception of II.A., II.C.3, II.J., II.M., II.O., II.P., II.W., II.B. and III.C.

E. Property. Notwithstanding any other section hereof, and, where not prohibited under 60A-1.017, F.A.C., all right, title and interest in and to property purchased, produced or developed, in whole or in part, with funds provided hereunder shall vest in Department.

F. Remedies of Department Cumulative. In addition to all remedies available to Department hereunder, in the event Provider breaches any obligation hereunder, Department shall be entitled to exercise any remedy available or provided under Florida law (all rights and remedies granted herein to Department or available at law or equity shall be cumulative and not mutually exclusive).

G. Non-waiver of Defaults. Failure of Department to declare any default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, does not waive such default. Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder in law or in equity. No Department waiver of any term, provision, condition or covenant hereof shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant hereof, and no payment by Department shall be deemed a waiver of any default hereunder.

H. Captions; Governing Law. This Agreement shall be governed by and construed in accordance with Florida law. Caption headings are inserted for convenience only and shall be ignored in interpreting this Agreement.

I. Construction and Forum.

1. In the event of a dispute hereover, the provisions hereof shall not be more strictly construed against any party.

2. The forum for any legal actions arising out of or related hereto shall be the Circuit Court of and for Leon County, Florida.

J. Authority of Person Executing Agreement. And represents that the persons executing this Agreement (and any portion thereof) for the respective parties hereto have the actual authority to so execute on behalf of each party and that all actions, corporate or otherwise, necessary to such authority have occurred.

END OF TEXT.

I. Composition of Agreement; Entire Agreement; No Modifications Except In Writing. The total agreement between Department and Provider on the subject matter hereof consists exclusively of the Contract, this Attachment and all other attachments and exhibits referenced herein or in the Contract. If there is any inconsistency between the Contract and this Attachment or any other attachment or exhibit, the Contract shall govern and control. The Contract, this Attachment and all other attachments and exhibits referenced in this Attachment or in the Contract may be referred to collectively as the "Agreement". The Agreement supersedes any prior or contemporaneous written or oral agreements or representations on the subject matter hereof. No purported modification of the Agreement shall be valid or binding on either party hereto unless contained in a document executed by both parties to the Agreement. If a court of competent jurisdiction strikes any portion hereof the remainder shall retain full force and effect.

II. Provider Agrees:

A. Contractual Services.

1. To provide all services as specified herein.
2. And acknowledges its exclusive responsibility to gather and possess copies of any publications or other materials referenced herein, including amendments or newer editions published during the term hereof, if requires to perform hereunder, which amendments or newer editions are incorporated by reference herein without need for amendment.

B. Invoices

1. To forfeit all right to payment hereunder for invoices not received by Department within 45 days after completion or termination hereof.
2. Any payment due hereunder may be withheld until all reports from Provider are Department approved.

C. Federal and State Laws and Regulations

1. If this Agreement provides for payment, in whole or in part, with federal funds, to comply with the applicable provisions of 45 CFR, Parts 74 and 92, all applicable OMB Circulars, and other applicable regulations whether or not specified herein.
2. If this Agreement provides for payment of federal funds exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, and the Water Pollution Control Act, as amended.
3. To notify the Florida Department of Children and Families of all employment opportunities requiring a high school education or less.
4. To comply with all applicable laws, statutes, ordinances, codes, and regulations of the United States, the State of Florida and, where relevant, counties and municipalities, and to complete any forms required under such laws, statutes, ordinances, codes and regulations, whether or not such laws, statutes, ordinances, codes, regulations and forms are referenced herein.
5. To incorporate by reference of Fla. Stat. 287.058(1)(a-f).

D. Records, Record Retention and Public Access

1. To maintain:
 - a. Books, records and documents (including supporting documents and electronic storage media) in accord with generally accepted accounting procedures and practices sufficiently and properly reflecting all expenditures of funds provided hereunder and revenues resulting herefrom; and
 - b. All programmatic records including client and statistical records and any other documents (including supporting documents and electronic storage media) pertinent hereto in a manner acceptable to Department.
2. To retain all items referenced in II.D.1. of this Attachment as well as any audit working papers generated as a result hereof until the latter of:
 - a. Five years after termination hereof;
 - b. Resolution of all audit findings related hereto;
 - c. Resolution of litigation arising from the terms hereof; or
 - d. Five years after the date any underlying audit was issued, unless extended in writing by Department.
3. Upon completion or termination hereof, to permit and facilitate Department's prompt access upon request to all items referenced in this section for duplication or transfer to Department during the retention period stated in II.D.2. above.

E. Audits

1. To comply with applicable provisions of:
 - a. The Florida Single Audit Act, Fla. Stat. 215.97 without limitation on the authority of Department or any other state agency or official to conduct or arrange other audits or evaluations;
 - b. Chapter 10.600 of the Auditor General's regulations; and
 - c. OMB Circular A-133 and any revision thereto.
2. An audit of Provider by the Auditor General satisfies II.E.1.
3. And acknowledges Audits not required under II.E.1. cannot, in any way, be funded through this agreement.
4. In addition to any requirements of II.D.1. and II.E.1. to send copies of Audit Reports (with the date provider received such indicated in accompanying correspondence), the Reporting Package (OMB Circular A-133, as revised), and Management Letters to:
 - a. Department's Contract Manager; and,
 - b. Contract Administration, 4052 Bald Cypress Way, BIN B01 (HAFAC), Tallahassee, Florida 32399-1729.
5. To mail copies of reports and management letters required under II.E.1.a. or b. to State of Florida Auditor General, Rm. 674, Claude Pepper Bldg, 111 W. Madison St., Tallahassee, FL 32302-1460.
6. All submissions required under II.E. shall occur on or before the prior of 180 days after Provider's fiscal year end (or as otherwise

provided by law) or within 30 days of the Provider's receipt of the auditors report.

F. Monitoring

To, consistent with applicable state and federal law:

1. Comply and cooperate with any monitoring procedures and processes deemed appropriate by the State of Florida in general and Department in particular, including but not limited to, inspections, reviews, investigations or audits by the federal government, Department, the Comptroller, the Auditor General or their authorized representatives;
2. Ensure clients, personnel and all items referenced in II.D.1. as well as any other resources necessary to effect this monitoring, and work records of those persons selected to, or filling, the staffing requirements hereof are available and subject at all times to inspection, review, and/or audit by the federal government, Department, the Comptroller, the Auditor General or their authorized representatives; and
3. Where Provider is a state university, following any monitoring finding deficiency by Department, Department shall notify Provider in a writing specifying such deficiencies and providing Provider an opportunity within a stated time period to rectify such deficiencies or provide Department a reasonable and acceptable justification for not correcting such deficiencies.

G. Indemnification.

1. Unless Provider is an agency or subdivision of the State of Florida including a state university in Florida (addressed specifically in paragraph 3 below), to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Provider, its employees and agents, including, but not limited to, patent, copyright, or trademark infringement, relating hereto, as well as for any determination, arising out of or related hereto, that Provider or Provider's employees, agents, subcontractors, assignees or delegates are not independent contractors vis-à-vis Department. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed as consent by a state agency or political subdivision of the State of Florida to suit by third parties.
2. And acknowledges Provider's inability to evaluate liability or its evaluation of liability shall not excuse Provider's duty to defend and indemnify within seven (7) days after notice from Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable shall excuse performance of this obligation. Provider shall pay all costs and fees related to this obligation including enforcement by Department. Department's failure to notify Provider of a claim shall not release Provider of any obligations under this section.
3. Where Provider is a state university, Provider agrees solely to the following indemnification clause: To be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed as consent by a state agency or political subdivision of the State of Florida to suit by third parties.

H. Insurance.

1. To be solely responsible for the provision of, and to provide, adequate liability insurance coverage on a comprehensive basis which coverage shall be in force at all times during the term hereof. Upon Provider's execution hereof, unless a state agency or subdivision as defined by Fla. Stat. 768.28, Provider shall furnish Department with written evidence, acceptable to Department, of the existence and extent of such insurance coverage. This section does not limit Department's right to require additional insurance through other terms of this or any other Agreement nor shall Department's acceptance of written evidence of insurance coverage limit or release Provider of any responsibility under this section.
2. If Provider is a county or municipality, to furnish to Department written verification of coverage in accordance with Fla. Stat. 768.28.
3. Where Provider is a state university, to furnish to Department the following certification: (insert Provider Name) certifies that it maintains general and professional liability protection coverage through the Florida Casualty Insurance Risk Management trust fund, established pursuant to Fla. Stat. 284.30 and administered by the State of Florida, Department of Insurance, or through (insert name of self insurance program or mark as "na" as appropriate), self insurance programs created pursuant to Fla. Stat. 240.213. Such protection is as described in Fla. Stat. 768.28.

I. Safeguarding Information. To adhere to any applicable professional standards of practice with respect to client confidentiality but, at a minimum, maintain confidentiality of all data, files and records including client records related to the services provided pursuant to this Agreement consistent with Department of Health Information Security Policies, Protocols and Procedures, September 2000, as amended.

J. Assignments and Subcontracts.

1. To neither assign nor delegate any rights or obligations hereunder, nor subcontract any of the contracted services contemplated hereunder, absent Department's prior written approval, which approval is the Department's sole discretion. No such approval shall waive Provider's ultimate responsibility for the performance of all the terms and conditions hereof nor shall such approval be deemed in any way to provide for the incurring of any obligation of Department to the assignee, delegatee or subcontractor or to increase Department's obligations above the Contract Amount. All such assignments, delegations or subcontracts shall be subject to the terms and conditions hereof (except as may otherwise be provided herein) and to any conditions of approval Department deems necessary.

2. To provide a monthly Minority Business Enterprise report to the Contract Manager which shall include the names, addresses, dollar amounts and otherwise summarize the participation of each certified and non-certified minority subcontractor/material supplier for that month and for the Agreement to date.

K. Office of Supplier Diversity (850.487.0915) may be contacted for names of qualified minorities and any questions on paragraph 2 c this section may be directed to the Department of Health Minority Coordinator (850.245.4199). This paragraph is provided for notice purposes only.

K. Return of Funds.

1. To return to Department any overpayment or funds disallowed pursuant to the terms hereof disbursed to Provider. Funds paid on a calendar basis shall, upon termination pursuant to IV.B., be prorated with any remainder returned to Department as an overpayment. Additionally, Provider shall return to Department any and all funds paid pursuant hereto for services for which Provider has received payment from any other source(s) including other sources within the Department. All of the above-referenced funds shall be considered Department funds. The return shall be due within forty-five (45) days following the completion or termination hereof, or within ten (10) days after the overpayment is discovered, whichever is sooner. If Provider fails to timely repay such funds, Provider shall pay to Department, in addition to such funds, interest at the rate set pursuant to Fla. Stat. 55.03. Interest shall accrue from the date Provider was obligated to pay such funds through the date on which such funds are fully repaid.
2. Where Provider is a state university, as an alternative to paragraph 1, upon notice of the overpayment from Department, Provider agrees to promptly inform Department whether Provider agrees such amount is an overpayment. Should repayment not be made by Provider within forty (40) calendar days after the date of notification and such amount is undisputed, Department has Provider's authority to instruct the State Comptroller's office to transfer the overpayment amount from the relevant state university account to the Department.

L. Patents, Trademarks and Copyrights

1. All copyrights and trademarks arising, developed or created in the course or as a result of services hereunder or in any way connected herewith are the property of the Department.
2. To inform the Department of State, for determination of the State of Florida's rights under Fla. Stats. 286.021-.031, of any discovery or invention arising, developed or created in the course or as a result of services hereunder or in any way connected herewith.
3. Where Provider is a state university, paragraphs 1 and 2 do not apply and Provider shall be governed by the following: Absent Department's explicit notification to Provider herein of a particular property to be produced hereunder Department intends to retain exclusive rights to copyright, trademark or patent. Provider shall have the right to apply for copyright, trademark or patent on any property, created, developed or invented as a result hereof. Provider shall supply Department with a copy of such property and grants all state agencies a nonexclusive, royalty free and irrevocable license to reproduce, publish and use such property for government purposes. If this Agreement contains federal funds, Provider grants the federal awarding agency, for federal government purposes, the same right as it grants state agencies.

M. Reports of child abuse, abandonment or death and abuse, neglect, exploitation or death of disabled adults or elderly persons.

To comply directly and through its employees and agents with Chapters 39 and 415, Florida Statutes, in reporting abuse, abandonment, neglect, exploitation or death, as relevant, of children, disabled adults and elderly persons served directly or indirectly hereunder (1-800-96ABUSE) and report to the Contract Manager the nature and details of such report within 24 hours of the making thereof. Reporting to the Contract Manager does not satisfy Provider's obligations under Chapters 39 and 415, Fla. Stats.

N. Transportation Disadvantaged. To comply with applicable provisions of Ch. 427, Fla. Stats., Chapter 41-2, FAC., and Vol. 10, Ch. 27 of the HRS Accounting Manual, on client transportation.

O. Purchasing. To purchase articles which are the subject hereof or required hereof from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the manner and under the procedures set forth in Fla. Stat. 946.51(2) and (4). For purposes hereof Provider shall be deemed substituted for Department insofar as dealings with PRIDE. The preceding sentence shall be construed to mean solely that if Department would be obligated to purchase the property necessary hereunder from PRIDE, Provider shall be obligated to purchase such property from PRIDE. This clause is not applicable to Provider's subcontractors unless otherwise required by law.

P. Civil Rights Certification. To comply with applicable provisions of Department publication "Methods of Administration, Equal Opportunity in Service Delivery."

Q. Withholdings and Other Benefits; Independent Capacity of the Contractor; Indemnification.

1. This Agreement creates no Department obligations:
 - a. To pay social security and income tax withholdings;
 - b. To pay retirement, health or leave benefits;
 - c. To furnish services of support normally available to career service (e.g., office space, office supplies, telephone service, secretarial, or clerical support).
2. And represents it shall not bind, nor represent to third parties it has the authority to bind, Department.
3. And represents that Provider and Provider's employees, agents, subcontractors, assignees and delegates are and shall behave in all matters arising out of or related hereto as independent contractors.

R. Sponsorship. All notices, informational pamphlets, press releases, advertisements, descriptions of sponsorship of the program

ATTACHMENT 1

I. DEFINITION OF TERMS

- (1) **Client:** An individual who has made application for and who has been determined eligible for HOPWA services, utilizing the eligibility criteria set forth in 24 CFR Part 574 -Housing Opportunities for Persons With AIDS (incorporated herein by reference), and written policies of the Department of Health of the State of Florida.
- (2) **Contract Number:** A numeric symbol assigned to each contract by the appropriate Department of Health area contract administrator.
- (3) **Contract Period:** July 1, 2002- June 30, 2003, and, thereafter, successive on year periods until termination or expiration, as provided elsewhere.
- (4) **Department of Health:** The Department of Health for the State of Florida.
- (5) **HUD:** Department of Housing and Urban Development, a federal agency which provides housing assistance and which administers the funds for "Housing Opportunities for Persons With AIDS (HOPWA)."
- (6) **HOPWA:** Housing Opportunities for Persons With AIDS. This was an act passed by Congress to provide financial assistance to individuals and families with HIV disease through
 - (a) transitional housing - not to exceed 60 days within a six month period; and
 - (b) rent, mortgage and utilities - not to exceed 21 weeks within any 52-week period (and, as specified in Section D.16. Waiver of Time Limitations for Short-Term Housing); and
 - (c) case management associated with housing and supportive services.
- (7) **Patient Care Service Plan:** The Ryan White Title II application as approved by the Department.
- (8) **AIDS:** Acquired Immunodeficiency Syndrome. All patients with CD4+ count less than 200 cells/mm³, and all those individuals with an AIDS indicator condition as defined by the Center for Disease Control.
- (9) **HIV:** Human Immunodeficiency Virus. The retrovirus isolated and recognized as the etiologic (i.e., causing or contributing to the cause of a disease) agent of AIDS, as defined by the Center for Disease Control.
- (10) **Service Area:** The geographic area in which the services listed in this contract shall be provided. This area includes the following counties: Lee, Florida.
- (11) **Transitional Housing:** Transitional housing consists of furnished apartments or rooms that foster independent living while more permanent arrangements are sought. Support in this area may not exceed sixty (60) days during any six (6) month period. The costs for transitional housing will be based upon fair market rent (FMR) value for the area.
- (12) **Rent standard:** The rent standard shall be no more than the published Section 8 FMR (Fair Market Rent), 24 CFR 888, Fair Market Rent for Section 8 Housing, incorporated herein by reference.
- (13) **Utilities Assistance (Short-Term Housing Assistance):** Services that pay for gas, coal, oil,

water, local telephone service, electricity, firewood and garbage service, including late fees, reconnect fees (for all clients), and payments in arrears (for new clients only). Hookup fees and deposits are allowable expenses, but can be paid with HOPWA funds only after all other funding alternatives are exhausted. When HOPWA funds are used to cover security deposits on apartments, phones or utilities, these deposits shall be put in the Council's name whenever possible. When refunded, deposits shall be returned to the Council's account to be used to provide additional services. Assistance is limited to no more than twenty-one (21) weeks in any fifty-two (52) -week period and as specified in Section D.16., Waiver of Time Limitations for Short-Term Housing Assistance.

(15) **Rent/Mortgage Assistance (Short-Term Housing Assistance):** Services that assist clients in staying in their existing housing. Support is limited to not more than twenty-one (21) weeks per client or per family during any fifty-two (52)-week period and as specified in Section D.16 of this Agreement. This includes payment for rent, mortgage, rental security payments and late fees.

(16) **Case Management:** The service (as described in the HIV/AIDS Case Management Handbook, 2002, produced by the Bureau of HIV/AIDS, or any changes, revisions or replacements incorporated herein by reference) provided by a qualified case manager specifically related to HOPWA services under this contract. Case management shall also include permanent housing placement services under this contract.

(17) **Project Sponsor:** The agency or organization which is responsible for the administrative and fiscal duties related to the HOPWA program for the service area under the terms of this contract.

II. GENERAL DESCRIPTION

(A). General Statement of Provider Obligations:

This Agreement is funded by the Department of Health through a grant from HUD. The Provider will ensure the provision of financial assistance to individuals and families with HIV disease through assistance with transitional housing, rent, mortgages, utilities and case management associated with housing and other supportive services for the purpose of stabilizing or maintaining the client and family's housing situation.

(1) Short-term supported housing, including facilities to provide temporary shelter to eligible clients, as well as provision of rent, mortgage or utilities payments to secure stable housing for the homeless or enable eligible clients to remain in their own dwellings, will be provided.

(2) Housing resource identification, information and referral services, which aid in locating and securing housing for HIV+ persons will be made available to all individuals regardless of eligibility for further HOPWA- funded services.

(3) The Provider will adhere to the Maximum Subsidy requirement, i.e., the amount of contract funds used to pay monthly or daily assistance for an eligible person may not exceed the lower of (a) the rent standard or (b) reasonable rent for the unit.

(4) The Provider will apply the Rent Reasonableness requirement, as defined in this subparagraph. The rent charged for a unit must be reasonable in relation to rents currently being

charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units. However, if after conducting a housing search, transitional housing which complies with the fair market rent standard cannot be secured, temporary housing which exceeds the fair market rent standards may be acquired. If this situation arises, the case manager must thoroughly document the housing search efforts and note what plans are being made towards securing long-term, affordable housing. **At no time will the Rent Reasonableness requirement be waived.**

(5) The Council, upon Council's approval of a valid request received from Provider, will provide rent assistance or mortgage payment assistance to eligible clients of Provider. This category assists clients in securing stable housing or maintaining their existing housing. Support is limited to a period of not more than 21 weeks during any 52-week period and as specified in this Agreement. Payment for rent assistance, rental security payments, and mortgage assistance (including late fees if applicable) will be the specified amount submitted by the landlord or lien holder. There is no maximum subsidy for mortgage assistance. The Council may recommend for departmental approval reasonable parameters to meet the local need and maximize the amount of service availability. In all cases, an effort must be made to adhere to Fair Market Standards for the area.

(6) The Provider may request that the Council pay for gas, oil, coal, water, local telephone service, electricity and firewood, including late fees, reconnect fees (for all clients), and payments in arrears consistent (for new clients only) with 24 CFR, part 574, incorporated herein by reference. Hookup fees and deposits are allowable expenses, but may only be paid with HOPWA funds after all other funding alternatives are exhausted. Assistance is limited to no more than 21 weeks in any 52-week period and as specified elsewhere in this Agreement. The client does not have to contribute to the cost of utilities. The Council may recommend for departmental approval reasonable parameters to meet the local need and maximize the amount of service availability.

(7) Assistance received for both rent (or mortgage) and utility payments will be counted as one HOPWA access if dates of service are for the same month.

(8) Case management services directly associated with housing services provided under this contract are reimbursable. These case management services are on a unit-cost basis. The Provider will ensure that clients receiving HOPWA services are receiving case management associated with Housing Opportunities for Persons With AIDS. Case management services shall be documented in the individual client record in the form of a case note detailing the date, time, interaction, plan of action and follow-up.

(9) Waiver of Time Limitations for Short-Term Supported Housing Assistance:

EXCEPTIONAL REQUESTS to extend assistance, beyond the time limits specified in Section A of this Attachment, for rent, mortgage and utility payments to prevent homelessness of a client must be submitted in writing, along with written justification for the request, to the Council's program manager. The Council's program manager will review the request and, if approved by the Council, will forward it to the Department of Health contract manager who must make the final approval for such exceptional requests. The justification must include, at a minimum:

(1) Explanation of the HIV-relatedness;

- (2) Thorough explanation of the exception or unusual circumstances surrounding the request;
- (3) Anticipated period of time for which additional assistance is needed (i.e., one month, two months, etc.);
- (4) Plans the client is taking to maintain affordable housing

(Examples of exceptional requests: client has applied for Section 8 housing and is on the waiting list; client is waiting for social security disability income or supplemental security income; client's unemployment benefits stopped; etc.)

Approval of exceptional requests for an extension of housing assistance will be made on a case-by-case basis and every effort will be made to respond to such requests within two (2) business days. The Council's program manager will follow-up with a written response to the Provider, indicating approval or disapproval.

- (10) The Council's staff will provide technical assistance as needed.

(B). Authority:

The delivery of HOPWA services included in this contract is authorized by the Housing Opportunities for People With AIDS Act as passed by the U.S. Congress, Final Rule 59 CFR 17174. This contract is totally federally funded by HUD.

(C). Scope of Services:

Access to services must be available to eligible clients residing in the Service Area, at a minimum, during an eight-hour day, five-day workweek, excluding holidays. Refer to 24 CFR, Part 574 - Housing Opportunities for Persons With AIDS, incorporated herein by reference, for available services.

(D). Major Program Goal:

The major program goal is to provide housing and utility assistance to secure stable housing for the homeless or enable eligible individuals to remain in their own dwellings.

III. CLIENTS TO BE SERVED

(A). Client Eligibility:

Eligibility for HOPWA services under this agreement shall be limited to those clients who meet the following requirements, at a minimum:

- (1) Be enrolled through a case manager; and

- (2) Have a positive HIV antibody test and be diagnosed as HIV symptomatic or
- (3) AIDS; and
- (3) Provide required certification of the need for housing assistance; and.
- (4) Have a documented income that does not exceed 80 percent of the median income for the geographic area as defined in HUD Notice on Estimated Median Family Incomes for Fiscal Year 1999, which is incorporated herein by reference; and
- (5) Have a documented HIV-related need for housing assistance. HIV-related need shall mean that the client must have an HIV condition that has a detrimental impact on their income or expenses to the extent that they can no longer afford housing and their HIV condition impedes their ability to generate income.

(B). Need for Housing Assistance.

The need for housing assistance must be identified in the client's individualized written case plan, and a copy of the Application for Housing Assistance Form must be completed and kept in the client's record.

(C). Rental Assistance Agreement Form.

The rental assistance agreement form must be completed by the Provider and returned from the landlord prior to recommendation for authorization of payment assistance.

(D). Client Determination:

The Provider will determine eligibility for HOPWA services at the time of initial application and when additional assistance is sought within the time frame set by HOPWA and listed in Section II above.

IV. MANNER OF SERVICE PROVISION

(A). Service Tasks

(1). Task List.

- (a) Submitting written HOPWA rental agreement forms to clients directly or to providers of supportive services to eligible HOPWA clients.
- (b) Preparing and submitting required programmatic reports to the Council.
- (c) Maintaining client files sufficient to properly document client eligibility, with appropriate case notes documenting referrals and other items as required in Chapter 3 of the department's *HIV/AIDS Case Management Handbook, 2002*, or any changes, revisions or replacements.

- (d) Allowable HOPWA Service Categories: Allowable HOPWA services are described in 24CFR, Part 574, incorporated herein by reference. Service categories are listed below. The Provider will provide the services described in this Agreement to all presenting clients who meet established eligibility requirements as outlined in this Agreement.
- (e) Provider agrees to provide comprehensive housing services to an estimated 200 clients during the contract period. A total of 1000 client service units will be provided to these 200 clients. One unit of client service is one month of any of the following: rent or mortgage payment, utility payment (including telephone service), or one day of transitional housing.
- (f) Direct Care Unit Costs: both parties understand that although the estimated number of units of services might fluctuate throughout the contract year, the unit price per service unit shall be constant throughout the contract period.

(2) Client Satisfaction Survey.

Client satisfaction surveys or periodic evaluations shall be conducted by case management agencies at least semi-annually and involve persons who have received services in the preceding six months. Surveys to be utilized are the *Ryan White Case Management Survey* or any similar survey. Surveys may be mailed by the client directly to the Council, or they may be collected, compiled and forwarded to the Council by the Provider. Surveys forwarded to the Council by the Provider must be received by June 5 and December 5. Provider shall achieve an 85 percent or better rating on the client satisfaction survey/periodic evaluation.

(3) Task Limits.

All tasks must be conducted within the geographical boundaries of the service area. Limitations on the use of funds under this contract are further described in 24 CFR, Part 574.300 (c), incorporated herein by reference.

(4) Provider must request Council payment for allowable services only. Unallowable Services Include, but are not limited to the following:

- (a) Payments which exceed actual costs,
- (b) Payments made directly to a client,
- (c) Cash payments of any kind, including checks made out to cash,
- (d) Property taxes that are not included in the mortgage payment,
- (e) Long distance telephone charges or optional telephone services such as call waiting, voicemail or caller ID,
- (f) Repairs of any kind to an individual's home or apartment,
- (g) Payment to family member(s) for rent unless substantiated by written agreement that a lessee/lessor relationship existed prior to application for HOPWA assistance.

(B). Staffing Requirements

(1). Staffing Levels.

The Provider shall document and maintain to the satisfaction of the Council proof of sufficient case management staff to carry out the activities required by the terms of this contract. Each client receiving HOPWA services shall have a case manager.

(2). Professional Qualification.

- (a) Case managers providing services under this contract shall meet the qualifications referenced in the guidelines for the case management staff qualifications in the Department's *HIV/AIDS Case Management Handbook, 2002*, or any subsequent changes, revisions or replacements, incorporated herein by reference.
- (b) The Provider should develop promotional and career ladder opportunities to retain their case managers.
- (c) The Provider must maintain adequate qualified staff to facilitate effective service delivery. If changes in staffing affect or are expected to affect service delivery, the program manager must be notified immediately.
- (d) Staff Compliance with Case Management Standards.

The Provider will:

- (1) Require its case manager staff to comply with case manager standards established in the *HIV/AIDS Case Management Handbook, 2002* or any changes, revisions or replacements to it and to comply with subsequent written policies set forth by the department and/or the Council when serving clients funded by Ryan White Title II funds.
- (2) Designate a supervisor of the case manager(s) providing services under this contract and supply the name of such supervisor to the Council.
- (3) Designate a Single Point of Contact and, in his/her absence, an alternate for this contract to which the Council may send all programmatic and contract related materials. The single point of contact will be required to attend quarterly contract meetings.
- (4) Monitor its case manager's records to ensure compliance with the standards established in the *HIV/AIDS Case Management Handbook, 2002*.
- (5) Require all its case managers to receive minimal training in the use and implementation of the *HIV/AIDS Case Management Handbook* using the

HIV/AIDS Case Management Handbook Training Suggestions, February 1, 1995 or any future changes, revisions or replacements.

- (6) Case management providers will ensure case managers obtain a legally authorized release from the client in order to release or obtain any verbal or written information about the individual/family. Authorized releases shall be valid for a period of one calendar year and shall be renewed annually. A separate release/signature shall be required for each agency or provider from which information is being requested or to whom information is being released
 - (7) The Provider will keep information about each of its case manager's caseloads, which includes at a minimum the number of case managers serving clients funded by Ryan White Title II and the number of clients seen by each case manager. The Provider will make such information available to the Council at its request or during contract monitoring visits.
- (e) Staff Orientation and Training: Training of case managers is a responsibility shared by the Council and the Provider. The Provider will assure that all of its case managers who provide services under this agreement attend all special training sessions scheduled by the Council for case managers to include up to 32 hours of training sessions each calendar year. In addition, the Provider must ensure that its own training of its case management staff providing services under this agreement includes the following elements as a minimum:
- (i) New staff shall receive orientation within the first month of employment on the scope of the seventeen standards of case management and community-related programs. Completion of this orientation shall be documented in a training log or file and the Provider will make such information available to the Council at its request or during contract monitoring visits.
 - (ii) Staff will be trained to communicate with clients in an appropriate manner sensitive to clients' ethnic and cultural backgrounds.
 - (iii) Staff will receive training on a regular basis to continuously improve their skills in areas such as client education, case management, interviewing techniques, confidentiality, etc. Documentation of such training shall be made available to the Council during routine contract monitoring visits.

(C). Service Location and Equipment

(1). Service Delivery Location: Lee County Human Services, 83 Pondella Road, Suite 1, North Fort Myers, FL 33903

(2). Service Times.

The services listed in this agreement shall be administered during the days and hours of operation specified below:

- (a) Services must be provided during the Provider's regular office hours and must be available five days per week.
- (b) Office hours shall include as a minimum the hours of 8:00am to 5:00pm Monday through Friday.
- (c) Providers must establish and communicate to clients procedures for contacting case management staff in case of housing emergencies during non-working hours.
- (d) Provider holidays are as follows: New Years Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Veterans Day and Christmas Day.

(3). Changes in Location: Services shall be provided at the client's home, caretaker's home, the Provider's physical location, and any other location necessary to meet the requirements of the Ryan White CARE Act. Any changes in the Provider's physical location shall be made with at least 15 days' advance notice to clients and the Council, and shall not result in any interruptions in the delivery of services.

(4). Equipment: There will be no equipment purchased under this contract.

(D). Deliverables

(1) The Provider shall submit documentation that supports the payment of contract funds on behalf of clients. Each request for payment of HOPWA allowable services must be submitted in sufficient detail to ensure that a pre and post audit may be conducted and must also be maintained in the client's record.

- a. An acceptable **original** of a letter, utility bill, or overdue notice from the landlord, mortgage company or utility company indicating that the rent, mortgage, or utility bill is due and indicating the total amount of the bill including all late fees and/or reconnection fees **must** be submitted to the Council with each and every request for a HOPWA allowable service.

- b. The State Comptroller and the Department require supporting documentation on all invoices. The Provider shall maintain records which document the total number of recipients served, names (or unique identifiers) of recipients to whom services were provided, and the date(s) on which services were provided so that an audit trail is available.

(2). Reporting Requirements/Required Documentation:

(a) HIV/AIDS Quarterly Demographics Report

This report or any subsequent changes, revisions or replacements will provide the demographic information regarding the unduplicated clients served during the quarter being reported. This report must be sent to the Council's contract manager. The reporting dates for this report includes the following:

April 1 through June 30 (due 7/05/00)

July 1 through September 30 (due 10/05/00)

October 1 through December 31 (due 1/05/01)

January 1 through March 31 (due 4/05/01)

(b) Annual Progress Report

The Provider shall submit an Annual Progress Report (APR) to the Council on or before August 15, 2001 for the reporting period July 1, 2000 through June 30, 2001. The Provider shall submit the report in the approved formats and in the time frames required by the Council, utilizing the instructions for completion. The Council reserves the right to withhold payment of case management service invoices pending its receipts of the report.

- (c) The specific data required on the various reports include the number of services provided in each category of service, the cost per service, and the number and demographics of individuals served. The Provider will collect data at the local level and aggregate the data for transmission to the Council's program manager.
- (d) The Provider will maintain records of services provided for clients enrolled in the program.
- (e) Maintaining client files sufficient to properly document client eligibility, with appropriate case notes documenting referrals and other items as required in Chapter 3 of the department's *HIV/AIDS Case Management Handbook, 2002*, or any changes, revisions or replacements.

- (f) Client satisfaction surveys or periodic evaluations shall be conducted by case management agencies at least semi-annually and involve persons who have received services in the preceding six months. Surveys to be utilized are the *Ryan White Case Management Survey* or any similar survey. Surveys may be mailed by the client directly to the Grantee or Council in the pre-paid postage envelopes provided by the Council or they may be collected, compiled and forwarded to the Council, by the Provider. Surveys forwarded to the Council by the Provider must be received by June 5 and December 5. Provider shall achieve an 85 percent or better rating on the client satisfaction survey/periodic evaluation

- (g) Data collection

The Provider agrees to use a software program deemed appropriate by the Council, to document client service activities provided under this contract. The Council will not unreasonably withhold approval of the software the Provider prefers as long as it is capable of providing the data required under this contract. Utilization of the software and the quality of its use is subject to review during regular contract monitoring visits.

- (h) Records and Documentation

- (1) Security. The Provider must have written procedures to ensure that staff will comply with client confidentiality requirements as specified in Sections 384.29 and 381.004(3), Florida Statutes. Procedures must be implemented by the contract Provider to ensure confidentiality of all client records, and other sensitive information. These procedures must be consistent with Florida Department of Health Information Security Policies, Protocols and Procedures September 1997, which are incorporated herein by reference. It is the contract Provider's responsibility to establish a controlled and secured area for storing and maintaining active and inactive client records, case registries and epidemiological information. There must be an individual designated with specified responsibility for managing the security and confidentiality of these data. It is the responsibility of the contract Provider designee to develop policies, which ensure the confidential flow of client information between authorized staff and Provider. Discipline will be applied for breach of security or confidential information consistent with Florida Statutes, Florida Administrative Code, and Department of Health protocols, policies and procedures. The Council's program manager performs information security assessments of contract providers during scheduled compliance visits. All case managers, supervisors and single points of contact must attend all security trainings sponsored by either the Council or Grantee.

- (a) The Provider shall have each employee of the Provider agency, as well as each employee of all subcontractors, with access to confidential client information, complete and date a memorandum of understanding regarding confidentiality of client information.
- (b) The Provider shall ensure that the appropriate program records include eligibility determination documents as well as authorization for the services provided through this contract.

- (2) Resolution of final questions regarding records will be the Council's responsibility.

(E). Performance Specifications

(1). Outcomes and Outputs:

- (a) Services provided under this contract shall be those services specifically related to the clients' HIV positive condition and aimed at helping the client to achieve a stable housing situation so that necessary services may be provided in the client's home or community and assist the client in avoiding homelessness.
- (b) Benefits of this contract to the public: More stable housing for persons with HIV/AIDS will result in less homelessness for this population and more opportunities for persons with HIV/AIDS to actively engage their communities.
- (c) Benefits of this contract to the State: Persons with HIV/AIDS who achieve stable housing through HOPWA services will be more compliant with their drug therapies and other support services and will cost less money to treat than persons who do not have stable housing circumstances.
- (d) An episode of service shall be deemed completed when the necessary service has been delivered to the client.
- (e) Arrangement of HOPWA services for an individual client shall be completed when the client's housing needs can be predicted to remain stable for at least the next 12-month period.

(2). Standards for Outputs and Completion of Client Services:

- (a) The Provider shall achieve a satisfactory or better rating from 85 percent of clients surveyed in an annual client satisfaction survey.
- (b) The Provider shall achieve a satisfactory or better rating on at least 90 percent of case management records reviewed, based on a sample size of at least 10 case management records.
- (c) Within three months after expiration of eligibility for HOPWA benefits, 80 percent of clients will remain in a reasonably secure housing arrangement, which includes basic utilities such as electricity and water.
- (d) Documentation in the client record will verify that 95 percent of applications have been followed-up.
- (e) Documentation in the client record will verify that 95 percent of problems identified by the client have been followed-up.
- (f) Documentation in the client record will verify that referrals, where appropriate, were

given to the client 95 percent of the time.

- (g) Provider documentation will verify that staff has received appropriate training on a regular basis.
- (h) Documentation in the Provider's records will verify that required reports are completed and submitted in a timely fashion 95 percent of the time.

(3). Monitoring and Evaluation Methodology:

(a) By execution of this contract the Provider hereby acknowledges and agrees that its performance under this contract must meet the standards set forth above and will be bound by the conditions set forth below. If the Provider fails to meet these standards, the Council, at its exclusive option, may allow up to six months for the Provider to achieve compliance with the standards. If the Council affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Council will terminate the contract in the absence of any extenuating or mitigating circumstances. It is the sole responsibility of the Council to determine what would or would not constitute such extenuating or mitigating circumstances.

(b) The Council will monitor twice per year, no later than 60 days prior to the end of the contract period, the Provider utilizing the *HIV/AIDS Case Management Monitoring, February 1, 1995* and any other tools as required by the grantee, CARE Act or contract.

(i) Standards Definitions. Listed below are the specific parameters by which the delivery of services will be evaluated during routine or specially scheduled contract monitoring visits:

- (1) Documentation of clients HIV/AIDS status, specifically defined as a positive ELISA confirmed by a Western Blot test, a Western Blot test (alone) or a doctors note stating HIV+ status. CD4 counts or viral loads are not appropriate documentation of positive HIV/AIDS.
- (2) Completed and updated client plan of care every six (6) months.
- (3) Verification of client's financial eligibility updated every six months.
- (5) Any other items as required by the grantee, the CARE Act or by this contract.

(c) Client satisfaction surveys conducted by the Provider will be compiled and the results will be forwarded to the Council by June 5 and December 5 where they will be reviewed. Surveys may also be mailed by the client directly to the Grantee, as stated in D.2.(f) above. The Council's monitoring personnel may conduct a survey involving a random sample of at least 10 percent of the client caseload at the time of monitoring.

(d) Provider performance on record reviews will be based on a sample size of at least 15 case management records, or if total client caseload is less than 30, the total number of clients. Record reviews shall be conducted at least annually.

(e) If a corrective action plan is indicated, the Provider will submit to the Council, in writing, plans to correct the deficiencies within 30 days of receiving the Council's written report.

(F). Provider Responsibilities

(1). Provider shall:

(a) Prepare and submit to the Council for payment appropriate requests for payments for HOPWA services for eligible clients including transitional housing, rent, mortgage, and utilities assistance in accordance with HOPWA guidelines specified by the Department of Health and in accordance with 24 CFR, Part 574, incorporated herein by reference.

(b) Ensure that all clients applying for services have eligibility determined appropriately and within a reasonable time frame.

(c) Ensure that there is sufficient case management staff available to provide the services specified in this contract.

(d) Maintain the appropriate required documentation as specified, forward appropriate documentation along with all requests made to the Council for financial assistance, and submit periodic reports as specified in this contract.

(2). Coordination with Other Providers/Entities. The Provider will coordinate with other resources to provide information and referral for all clients.

(a) The Provider will utilize public and community resources to reduce the cost of the service whenever possible and to enhance client integration into the community.

(b) The Provider is solely responsible for the actions of any subcontractors engaged for the purpose of providing services under this contract. Failure of other Providers or entities does not relieve the Provider of accountability for any tasks or services, which the Provider is obligated to perform pursuant to this contract.

(3). Licensure: The Provider shall comply with all applicable federal and state licensing standards and all other applicable standards, criteria and guidelines established by the Department of Health or federal government.

(4). Grievances

(a) The Provider will establish an internal system through which clients may present grievances or appeals.

(b) The Provider must notify the Council's program manager each time a grievance is filed. All written complaints must be considered grievous.

(c) Clients shall be given a written copy of their bill of rights at the time of eligibility determination.

(G). Council Responsibilities

(1) Council Obligations:

The Council will provide training and consultation to the Provider.

(a) To enhance the quality and range of client services purchased under this contract, the Council may make available to the Provider technical assistance, consultation, and other related services through other Council contracts. The Provider agrees to make good faith efforts to comply with the requests of said agents and to allow said agents to have access to records necessary to assess and perform the services purchased. The Council shall notify the Provider in writing of such agents and the services to be rendered.

(b) The Provider agrees to identify those employees who may benefit from formal training offered by the Council.

(2) Council Determinations

The determination of extenuating or mitigating circumstances is the exclusive determination of the Council.

V. METHOD OF PAYMENT

The Council reserves the right to withhold payment of case management service invoices pending its receipts of required monthly or programmatic reports.

(1) This is a unit cost reimbursement contract based on number of clients served by the Provider. The Council shall reimburse the Provider for case management services in a total dollar amount not to exceed \$ 70,338.00, subject to the availability of funds. The amount of reimbursement monthly shall not to exceed 20% of direct service billings for the month.

(a) This contract can be increased or decreased based upon total number of clients.

(2) Payments made by the Council to the Provider for case management services provided under this contract shall be limited to no more than 20 percent of the Total Direct Care budget and shall be associated directly with HOPWA services.

(3) The Provider shall request monthly reimbursement (payment) through submission of a properly completed invoice within ten (10) days following the end of the month for which reimbursement is being requested. If the month falls at the same time an administrative, quarterly or Council report is due, the invoice is to be submitted within ten days, or when the report is due, whichever is earlier. Reimbursement may be authorized only for allowable case management services, which are in accordance with the terms and conditions of this contract.

The monthly invoice shall consist of a signed statement by the Single Point of Contact or Alternate attached to the *HOPWA Case Management Summary* from the Case Management Software.

Additionally, additional information may occasionally be required, such as:

a. Unique client code

- b. Social security number
- c. HIV Status (AIDS, HIV symptomatic or HIV asymptomatic)
- d. Payer source (RW only, Medicaid, Medicaid/RW, Medicare, PAC, private insurance, AICP, etc.)
- e. If inactive, the reason (death, moved, etc.)
- f. Any additional information as deemed necessary by the Council. Requests for any additional information will be requested no later than 30 days prior to the due date of said invoice.

(D). Final Invoice.

1. The Provider must submit a final invoice for payment to the Council not more than 30 days after the contract ends or is terminated. If the Provider fails to do so, all right to payment is forfeited, and the Council will not honor any requests submitted after the aforesaid time period.
2. Withholding Payment: Any payment due under the terms of this contract may be withheld until all evaluation and financial reports due from the Provider have been approved by the Council.

VI. SPECIAL PROVISIONS

(A). Use of Volunteers:

The Provider will make maximum use of all available community resources, including volunteers serving under the Domestic Volunteer Services Act of 1973 (PL 87-394), and other appropriate voluntary organizations. The use of such services shall supplement, but shall not be in lieu of, paid employees.

(B). Standards for Services and Construction of Facilities:

The Provider will ensure that the facilities and buildings used to provide services under this contract meet the standards specified in 45 CFR 1386.17, Standards for Services and Construction of Facilities. The Provider will also comply with those standards required by local fire and health authorities.

(C). Accessibility:

The Provider shall ensure that buildings used in connection with the delivery of services accessed under this contract will meet standards adopted pursuant to the Act of August 12, 1968 (42 U.S.C. 4151-4157), known as the Architectural Barriers Act of 1968.

(D). Venue:

Venue for any court action pertaining to this contract will be held in the courts of Lee County,

Florida.

(E). Executed Original Agreement.

A fully executed original of this contract must be retained on file by the Provider and program manager, and must be available to authorized state personnel.

(F) Both parties understand that the *Glossary of HIV Related Service Categories* and the *Federal Poverty Guidelines* may be amended by the Department of Health during the contract year to reflect new updated service categories and federal poverty guideline requirements.