

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 2006085

1. ACTION REQUESTED/PURPOSE:

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 establish funding.

2. WHAT ACTION ACCOMPLISHES:

Provides \$ 70,140 for case management to eligible HIV+ Lee County residents.

3. MANAGEMENT RECOMMENDATION: Enter into a contract with The Health Planning Council of Southwest Florida, Inc. to receive HOPWA case management funding; approve a budget resolution to establish funding..

4. Departmental Category: 05

C5A

5. Meeting Date: 06-06-2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Human Services
 Division Susan Oliver
 By: Susan Oliver, Program Mgr.

9. 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 \$70,140 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 Council shall reimburse Lee County Department of Human Services for monthly case management services in a total dollar amount not to exceed 1/12 of the contract's annual case management amount, subject to the availability of funds. The term of the contract will be July 1, 2006 through June 30, 2007.

Attachments: Contract (3 originals)
 Budget Amendment Resolution Request
 Grant At A Glance

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	
<i>[Signature]</i>	N/A	N/A	N/A	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
5-22-06
<i>[Signature]</i>
COUNTY ADMIN:
FORWARDED TO:
<i>[Signature]</i>
<i>[Signature]</i>

Rec. by CoAtty
Date: 5/19/06
Time: 2:00pm
Forwarded To:
4:35pm
5/19/06

RESOLUTION

Amending the General Fund #00100 budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

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 \$70,140 of unanticipated receipts from Housing Opportunities for Persons with Aids (HOPWA) grant proceeds 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:		\$538,526,536
Additions		
11083900100.331620.9008	HOPWA Grant	\$70,140
Amended Total Estimated Revenues		\$538,596,676

APPROPRIATIONS

Prior Total:		\$538,526,536
Additions		
11083900100.501210.143	Salaries Full-Time Regular	\$70,140
Amended Total Appropriations		\$538,596,676

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 _____, 2006.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

- 1. County Grant ID (project #): 0839
- 2. Title of Grant: Housing Opportunities for Persons with AIDS (HOPWA)
- 3. Amount of Award: \$70,140.00
- 4. Amount of Match Required: N/A
- 5. Type of Match: N/A
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA #14.241	STATE <input type="checkbox"/> CSFA #
--	---------------------------------------

7. Agency Contract Number: N/A

8. Contract Period:	Begin Date: July 1, 2006	End Date: June 30, 2007
---------------------	--------------------------	-------------------------

9. Name of Subrecipient(s) N/A

10. Business Unit(s): 11083900100

11. Scope of Grant: (describe project) Provides case management for eligible HIV+ individuals which includes authorization of vendor payments for housing and utilities.

12. Has this Grant been Funded Before? YES NO If YES When? FY 95 - 05

13. Is Grant Funding Anticipated in Subsequent Years? YES NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO

If YES What is the Lee County Budget Impact:

1st Year	2 nd Year	3 rd Year
4 th Year	5 th Year	

Check Box if Additional Information on Program and Budget Impact is provided in *Comment Section* on page 2

ADMINISTERING DEPARTMENT INFORMATION

1. Department: Human Services

2. Contacts:

Program Mgr. Susan Oliver	Phone #: 533-7916
Fiscal Mgr. Barbara Hollis	Phone #: 533-7923

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

1. Grantor Agency: Health Planning Council of Southwest Florida

2. Program Title/Division: N/A

3. Agency Contact: Susan Mitchell, Program Director
4. Phone Number: 239/433-6700
5. Mailing Address: 9250 College Parkway
Fort Myers, Florida 33919

SOURCE OF FUNDS

1. Original Funding Source: US Department of Housing and Urban Development
(name of agency where funding originated from)
2. Pass Through Agency: State of Florida Department of Health
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT--then from STATE DOT to Lee County DOT---STATE of FL DOT is the pass-through agency).
3. Additional Information for Other Agencies Involved:

N/A

3a. Is the County a Grantee or Subrecipient in #3 above: Grantee

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO
(Example: you need to return interest earnings)

Please Explain: _____

2. Is funding received in advance? YES NO
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

Empty box for comments and instructions.

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

Amount of federal funds \$ 70,139.80

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 Attachments I, II, III, IV,, V, V-a, V-b, VI, VII, VII-a, VII-b, VII-c (and all attachments referenced therein).
2. The Standard Agreement Terms and Conditions Attachment.

B. TERM

1. Beginning Date: July 1, 2006
2. Ending Date: June 30, 2007

C. CONTRACT AMOUNT: \$70,139.80

1. This is a Fixed Price (FTE) contract based on number of clients served by the Provider. The Council shall reimburse the Provider for case management services not to exceed 1/12 of the total case management dollar amount of this contract, subject to the availability of funds.

D. SPECIAL PROVISIONS

1. Services will be provided in the following counties: Lee
2. The estimated number of eligible clients to be served 200. Base upon client load, it is estimated it will take 2 case manager(s) to provide an adequate level of case management services to the clients.
3. Service Delivery Location: Lee County Human Service, 2440 Thompson Street, Fort Myers, Florida, 33901

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) for all staff paid under this contract. 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.

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

6. A monthly summary report by client unique identifier showing: date(s) served and number of units (**see Attachment #V, V-a, V-b**).

7. HIPPA: Where applicable, the provider will comply with Health Insurance Portability Accountability ACT as well as all regulations promulgated thereunder (45CFR Parts 160, 162 and 164).

Outcomes/outputs

(1) Maintain a training log or file of all case management related training activities.

(2) 75% of the HIV/AIDS clients served will be successfully transitioned from transitional housing placement to permanent housing by the end of the eligible payment period of 60 days.

(3) 75% of the clients who received Short Term Rent or Mortgage and Utility (STRUM) benefits will be appropriately housed and able to maintain stable housing by the end of the eligible payment period of 21 weeks.

(4) In conjunction with the Council the Provider will complete the **HOPWA Annual Progress Report** for aggregate reporting period July 1, 2005 through June 30, 2006. Report is due on or about July 31, 2006.

(5) Accurate completion of the HIV/AIDS Quarterly Demographic Reports due for:
July 1 through September 30 (due 10/10/05)
October through December 30 (due 1/10/06)

January 1 through March 31 (due 4/10/06)

April 1 through June 30 (due 7/10/06)

(6) Distribution and collection of client surveys provided by the Council.

(7) 85% or better satisfaction rating on client surveys.

(8) Compliance with the requirements and objectives as listed in the *State HOPWA Program Guidelines February 2001*.

E. NOTICE AND CONTACT

1. The Council's HIV/AIDS Program Director is Susan Mitchell, whose address and telephone number are The Health Planning Council of Southwest Florida, Inc., 9250 College Parkway, Suite 3, Fort Myers, FL 33919, (239) 433-6700

Provider's Contract Representative is Susan Oliver whose address and telephone number are Lee County human Services 2440 Thompson Street. Fort Myers, Fl. 33901,
(239) 533-7930

IN WITNESS WHEREOF, the parties hereto have executed this 2 page Contract and all attachments as listed in A.1. above, on the dates stated below.

PROVIDER:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Federal I.D.# 59-6000702

The Health Planning Council of Southwest Florida Inc.

Signature: _____

Printed Name _____

Title: _____

Date: _____

Single Point of Contact Susan Oliver 533-7916

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, 2005- June 30, 2006, 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 transitional housing - not to exceed 60 days within a six month period; and 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 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,

Comment [RGB1]:
Enter name of county or counties served

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.

- (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. 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, 2001, produced by the Bureau of HIV/AIDS and the State HOPWA Program Guidelines February 2001, 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 and **original 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. All rents and mortgage assistance will not exceed the HUD Monthly Fair Market Value (www.hudclips.org) for any one month, except when paying for payments in arrears.
- (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 Area 8 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 Director 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 HUD Income Limits for the service geographic area. A full list may be found At: *WWW.hudclips.org*
- (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, 2001*, and the *State HOPWA Program Guidelines February 2001* or any changes, revisions or replacements.

Comment [ED2]: set up a list or else attach list here in the corpus of the contract which includes those we want authorizations for only.

(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 eligible clients.

(f) Direct Care Unit Costs: both parties understand that although the estimated number of units of services might fluctuate throughout the contract year.

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 Whit/HOPWA Client Satisfaction Surveys (see Attachment #VI)*. 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, 2001*, 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, 2001* 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 HOPWA or 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, 2001* and *State HOPWA Program Guidelines February 2001*.
- (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 HOPWA 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 State 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 by the State. 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 all 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.
 - (iv) Changes in staffing that will affect or are expected to affect service delivery, must be reported in writing to the Council's program Director at least 15 calendar days before the change is implemented. the Council may reduce the provider's monthly FTE rate by a pro-rata amount to reflect staff vacancies that exist for 30 days or more.

(C). Service Location and Equipment

- (I). Service Delivery Location: Lee County Florida.

(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) 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. (see attachments VII through VIIc).

- 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 Program Manager. The reporting dates for this report includes the following:

July 1 through September 30 (due 10/10/06)

October 1 through December 31 (due 1/10/07)

January 1 through March 31 (due 4/10/07)

April 1 through June 30 (due 7/10/07)

(b) HOPWA Annual Progress Report

The Provider shall submit the HOPWA Annual Progress Report to the Council on or before July 21, 2007 for the reporting period July 1, 2006 through June 30, 2007. 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, 2001* and *State HOPWA Program Guidelines 2001*, or any changes, revisions or replacements.

(f) 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.

(g) 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 (1997-2000), 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, with access to confidential client information, complete and date a memorandum of understanding regarding confidentiality of client information. A sample form can be found as **Attachment III**.

(2) The Provider shall ensure that the appropriate program records include eligibility determination documents as well as authorization for the services provided through this contract.

(3) 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. MANOR OF SERVICE PROVISION

- (a) 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 records.
- (b) Follow up on at least 95 percent of all applications within 10 days of client receipt.
- (c) Follow up on at 95 percent of all client identified problems within 10 days of receipt.
- (d) 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.
- (e) Ensure 99 percent of the clients who receive HOPWA benefits within the eligible payment period will receive an assessment, which includes appropriate referrals to supportive services and service providers.
- (f) Ensure 99 percent of the clients will be referred for other types of housing assistance, where available, when client assessments indicate that little or no improvement of the condition that caused the need for HOPWA assistance (Financial Burden) are likely during and after the eligible payment period for STRMU. Where other types of housing assistance are not available in the service area, provider must note and thoroughly document.
- (g) Documentation in the client record will verify that referrals, where appropriate, were given to the client 95 percent of the time.
- (h) Ensure 99 percent of clients served will be evaluated to determine the level of need and ensure that long-term housing solutions are sought for each client with the client's assistance and cooperation.
- (i) Documentation in the Provider's records will verify that required reports are completed and submitted in a timely fashion 95 percent of the time.
- (j) **Report to the Council** the actual percent of clients served who were successfully transitioned from transitional housing placement to permanent housing by or before the end of the eligible payment period of 60 days **by August 15**.
- (k) **Report to the Council** the actual percent of clients served who received short-term rent or mortgage or utility benefits that were appropriately housed and able to maintain stable

housing by or before the end of the eligible payment period of 21 weeks **by August 15.**

(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 the provider once per year, no later than 60 days prior to the end of the contract period. The Monitoring will consist of Administrative and program areas, utilizing the *State HOPWA Program Guidelines February 2001 and the 2001 HIV/AIDS Case Management Standards & Guidelines* and any revisions and updates as well as 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 doctor's 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.

(e) Provider performance on record reviews will be based on a sample size of at least 10 case management records. Record reviews shall be conducted at least annually.

(d) 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 Director 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 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 State or 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 Fixed Price (FTE) contract based on number of FTEs to serve clients served by the Provider. The Council shall reimburse the Provider for monthly case management services in a total dollar amount not to exceed 1/12 of the contract's annual case management amount, subject to the availability of funds.

(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 allocated 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. (see attachments V, Va, Vb Monthly Case Management Report) 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.

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.)
- c. 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.

I. Provider and DOH Mutually Agree:A. Composition of Agreement; Entire Agreement; No Modifications Except in Writing.

The total agreement between DOH and Provider on the subject matter hereof consists exclusively of the Contract, the Financial and Compliance Audit ("Audit"), the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion ("Debarment"), Certification Regarding Lobbying ("Lobbying") (notwithstanding the previous clause, Debarment and Lobbying need only be attached as required by the law governing such attachments) and all other attachments and exhibits referenced herein or in the Contract. Inconsistency between the Contract and this Attachment or any other attachment or exhibit shall be governed by the Contract. 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 any party hereto unless contained in a document executed by all parties hereto. If a court of competent jurisdiction strikes any portion hereof, the remainder retains full force and effect.

B. 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 DOH.

C. 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 DOH exercises this termination remedy, DOH shall be obligated to pay Provider for all work properly and timely performed hereunder, according to the payment provisions contained herein. DOH shall have set-off rights against such payment

obligation for the amount DOH has been damaged by any Provider breach.

2. Termination Because of Lack of Funds. In the event funds to finance this Agreement become unavailable, DOH 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 DOH chooses to exercise its termination option under this section, neither party hereto shall have any further rights or obligations hereunder. In the event DOH suspends this Agreement but does not reinstate it before the end of the term hereof, such suspension shall be considered an exercise of DOH's termination option. If DOH 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. DOH shall be the final authority in determining all issues as to the availability of funds.

3. Termination for Breach. DOH may, by written notice to Provider, terminate this Agreement immediately for Provider breach of any agreement with DOH.

D. Notice and Contact

1. All notices to DOH 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 DOH 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 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 III.B.1. may not be delivered by telefax.

E. 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 "Effective Date").

2. All sections of this Attachment shall survive the expiration or termination hereof with the exception of II.A., II.C.3, II.H., II.K., II.M., II.N., III.A. and III.B, as limited by E.3. below.

3. III.A. and III.B. survive only as necessary to implement I.B., I.C.1, I.C.2., and II.B.1.

F. 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 hereby vests in DOH.

G. Remedies of DOH Cumulative.

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

H. Nonwaiver of Defaults.

Failure of DOH to declare any default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, does not waive such default. DOH 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 DOH waiver of any term, provision, condition or covenant hereof shall be deemed to imply or constitute a further DOH waiver of any other term, provision, condition or covenant hereof, and no payment by DOH shall be deemed a waiver of any default hereunder.

I. Governing Law; Captions.

Florida law, without giving effect to its choice of law principles, governs all matters arising under or related to this Agreement. Caption headings shall be ignored in interpreting this Agreement.

J. Construction and Forum.

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

2. Venue for any legal actions arising herefrom is a state court of competent jurisdiction in Leon County, Florida.

K. Authority of Person Executing Agreement.

And represents 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.

II. Provider Agrees:

A. Contractual Services.

1. To provide all services (hereinafter "Services") as specified herein. Provider shall not be paid hereunder for Services for which it is paid under any other contract or from any other source. Except as otherwise expressly stated herein, DOH has no obligation for Services provided prior to the Effective Date hereof.

2. And acknowledges its exclusive responsibility to gather copies of any publications or other materials referenced herein, including amendments or newer editions published during the term hereof, required to perform hereunder. Such referenced items and amendments or newer editions thereof are automatically incorporated by reference herein without need for further amendment hereof.

B. Invoices and EFT

1. To forfeiture of all right to payment hereunder for invoices not received by DOH within 45 days after completion or termination hereof.

2. Any payment due hereunder may be withheld until all reports from Provider are DOH approved.

3. Should electronic fund transfer (EFT) be required under this agreement authorization forms and sample bank letter are available from DOH. Questions should be directed to the State Comptroller's EFT section (850.410.9466). The last sentence is for notice purposes only.

C. Federal and State Laws and Regulations

1. 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. 40 CFR 35.6595

2. 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.

3. To incorporation by reference of Fla. Stat. 287.058(1)(a-f).

4. If this contract funds purchases or improvements to real property, Provider grants DOH a security interest to the value of such funding for at least 5 years from the date of the purchase or the completion of the improvements or as otherwise required by law and shall effectuate the security interest as required by law.

5. Where applicable, Provider will comply with the Health Insurance Portability Accountability Act as well as resulting regulation (45 CFR Parts 160, 162 and 164).

D. Monitoring

To, consistent with applicable state and federal law:

1. Ensure clients, personnel and all items referenced in the Financial and Compliance Audit Attachment, 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, DOH, the Comptroller, the Auditor General or their agents; and

2. Where Provider is a state university, following any monitoring finding deficiency by DOH, DOH 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 DOH

a reasonable and acceptable justification for not correcting such.

E. Indemnification.

1. 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 delagees are not independent contractors vis-à-vis DOH. 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 its inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify within seven (7) days after notice from DOH. 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 DOH.

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.

F. Insurance.

1. To maintain adequate liability insurance coverage on a comprehensive basis which coverage shall be in force at all times during the term hereof.

2. Upon Provider's execution hereof, unless a state agency or subdivision as defined by Fla. Stat. 768.28, to furnish DOH with written evidence, acceptable to DOH, of the existence and extent of such insurance coverage. This section does not limit DOH's right to require additional insurance through other terms of this or any other Agreement nor shall DOH's acceptance of written evidence of insurance coverage limit or release Provider of any responsibility hereunder.

3. If a county or municipality, to furnish to DOH written verification of coverage in accordance with Fla. Stat. 768.28.

4. If a state university, to furnish to DOH the following: (Insert Provider Name) certifies 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 "n/a" as appropriate) self insurance programs created pursuant to Fla. Stat. 1004.24. Such protection is as described in Fla. Stat. 768.28.

G. Safeguarding Information.

To follow applicable professional standards of practice and relevant state and federal law with respect to client confidentiality in a manner consistent with or exceeding the requirements of Department of Health Information Security Policies, Protocols and Procedures, 1999-2000, as amended.

H. Assignments and Subcontracts.

1. To neither assign nor delegate any rights or obligations hereunder, nor subcontract any of the Services contemplated hereunder, absent DOH's prior written approval. No approval shall waive Provider's ultimate responsibility for the performance of all the terms and conditions hereof nor shall approval be deemed in any way to provide for the incurring of any obligation of DOH to the assignee, delatee or subcontractee or to increase DOH's obligations above the Contract Amount. 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 DOH 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.

3. The Office of Supplier Diversity (850.487.0915) has names of qualified minorities; questions on paragraph 2 of this section may be directed to DOH Minority Coordinator (850.245.4199). This paragraph for notice purposes only.

I. Return of Funds.

1. To return to DOH any overpayment or funds disallowed pursuant to the terms hereof disbursed to Provider. Funds paid on a calendar basis shall, upon termination pursuant to I.C., be prorated with any remainder returned to DOH as an overpayment. Additionally, Provider shall return to DOH any and all funds paid pursuant hereto for Services for which Provider has received payment from any other source(s) including other sources within DOH. All of the above-referenced funds shall be considered DOH 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 DOH, 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 such funds are fully paid.

2. If a state university, as an alternative to paragraph 1., upon notice of the overpayment from DOH, to promptly inform DOH whether Provider agrees such amount is an overpayment. Should repayment not be made within forty (40) calendar days after the date of notification and such amount is undisputed, DOH has Provider's authority to instruct the State Comptroller's office to transfer the overpayment amount from the relevant state university account to DOH.

J. Intellectual Property

1. Patents, Copyrights and trademarks arising, developed or created in the course or as a result of Services or in any way connected herewith are the property of DOH and nothing resulting from Services or provided by DOH to Provider as a result hereof may be

reproduced, distributed, licensed, sold or otherwise transferred without prior written DOH permission.

2. If a state university, paragraph 1 does not apply and the following controls: Absent DOH's explicit notification to Provider herein of particular property to be produced hereunder that DOH 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. Any action taken by the provider in securing or exploiting such trademarks, copyrights, or patents shall, within 30 days, be reported in writing by the provider to the Department of State in accordance with Section 1004.23, Florida Statutes. Provider shall supply DOH 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 it grants state agencies.

K. 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 Fla. Stat. Chapters 39 and 415, 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, in addition, relay such report to the Contract Manager within 24 hours of the making thereof. The above telephone number for notice purposes only.

L. Transportation Disadvantaged.

To comply with applicable provisions of Fla. Stat. Ch. 427, Chapter 41-2, FAC., and Vol. 10, Ch. 27 of the DOH Accounting Manual, on client transportation.

M. Purchasing.

1. Pride To purchase articles which are the subject hereof or required herefor 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. 946.515(2) and (4). For purposes hereof

Provider shall be deemed substituted for DOH for dealings with PRIDE. The preceding sentence shall be construed to mean solely that if DOH 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.

2. MyFloridaMarketPlace

a. And represents either exemption from or registration in MyFloridaMarketPlace. Rule 60A-1.030(3), F.A.C.

b. Unless exempt, to pay 1% of the payments received from DOH hereunder to the State as a Transaction Fee as follows:

i. For payments within the State accounting system (FLAIR or its successor), to automatic deduction of the Transaction Fee from such payments; or,

ii. Where i. is not possible, to pay the Transaction Fee and issue accompanying reports pursuant to subsection 60A-1.031(2), F.A.C. By Provider's submission of these reports and corresponding payments, Provider certifies their correctness and agrees to audit thereof by the State or its designee.

iii. That the Transaction Fee may only be adjusted, and Provider credited, for items returned to the Provider through no fault, act, or omission of Provider.

iv. That the Transaction Fee shall not be adjusted for items rejected, returned, or declined by DOH due to Provider's noncompliance with terms of the Agreement.

c. Failure to comply with requirements a. and b. are grounds for declaring Provider in default and recovering procurement costs from Provider in addition to all outstanding fees.

DELINQUENCY IN PAYMENT OF TRANSACTION FEES MAY RESULT IN EXCLUSION FROM FUTURE BUSINESS WITH THE STATE.

N. Civil Rights Certification.

To comply with applicable provisions of DOH publication "Methods of Administration, Equal Opportunity in Service Delivery."

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

1. This Agreement creates no DOH obligations to pay or furnish:

a. Social security or income tax withholdings;

b. Retirement, health or leave benefits;

c. Services of support normally available to state employees (e.g., office space, office supplies, telephone service, secretarial, or clerical support).

2. And represents:

a. It shall not bind, nor represent to third parties it has the authority to bind, DOH.

b. That Provider and Provider's employees, agents, subcontractors, assignees and delagees are, and shall behave in all matters arising out of or related hereto, as independent contractors.

P. Sponsorship.

All notices, informational pamphlets, press releases, advertisements, descriptions of sponsorship of the program research reports, and similar public notices by or for Provider arising or resulting herefrom shall comply with Fla. Stat. 286.25.

Q. Lobbying, Fundraising and Program Income.

To comply with the prohibitions against expenditures of contract funds to lobby the Legislature or a state agency. Fla. Stats. 11.062 and 216.347. Fund raising activities shall not be charged to, or reimbursed from, any DOH contract proceeds. Program income shall be used, at the direction of DOH, to either reduce the contract award or fund additional Services. 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 are less than the amount budgeted, the resulting difference shall be deemed "program income."

R. Staff, Facilities and Equipment.

To maintain sufficient staff, facilities and equipment to deliver the Services described herein, and immediately notify DOH whenever Provider is unable or is going to be unable to provide the required quality or quantity of Services.

S. 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.

T. Acknowledgments and Representations regarding the Convicted and the Discriminatory Vendors List.

Undersigned, on behalf of himself/herself, Provider, and any affiliate thereof, represents there is no placement on either the convicted vendor or discriminatory vendor lists prohibiting this Agreement. Fla. Stats. 287.133-134.

III. DOH Agrees:

A. Contract Amount.

To pay for Services, in amount not to exceed the Contract Amount, 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.

B. Contract Payment. Payment is due and owing upon the latter of:

1. DOH receipt of a properly completed invoice; or
2. DOH approval of Services. Unless otherwise specified herein, DOH has five (5) working days to inspect and approve Services. Vendors with problems in timely payment(s) hereunder may contact the Comptroller's Hotline (800.848.3792). The last sentence is for notice purposes only.

END OF TEXT.

Attachment III

**AGREEMENT
CONFIDENTIALITY OF CLIENT INFORMATION**

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

For example, among other laws and regulations, Section 384.29, Florida Statutes, addresses the need for special discretion in the handling of sexually transmissible disease information. Sexually transmittable diseases, by their nature, involve sensitive issues of privacy and all programs designed to deal with these diseases should afford privacy and confidentiality to the client; and, Section 381.400 (3), Florida Statutes, confidentiality of HIV test results and the identity of the person tested. There are penalties for violating this statute. These penalties range from disciplinary action by the appropriate governing agency to criminal prosecution.

I understand and agree to abide by all laws and regulations concerning confidentiality of client information.

Signature

Date

ATTACHMENT IV
Reporting Schedule
May 2006

REPORT/ ACTIVITY	DUE	CASE MANAGEMENT AGENCIES PROVIDE
Case Management Invoice	10 th of the Month	<ul style="list-style-type: none">▪ Number of Case Management FTEs employed under HOPWA during the Previous Month▪ Number of Clients Served with HOPWA Case Management Services during the Previous Month
Quarterly Demographic Report	10 th of the Month Following the Report Quarter	<ul style="list-style-type: none">▪ State mandated quarterly demographic report
Annual HOPWA report	August 10, 2007	<ul style="list-style-type: none">▪ Annual HOPWA Report

Monthly Case Management Invoice & FTE Verification

Agency: _____ Invoice Month: _____

RWII Monthly Amount: _____ HOPWA Monthly Amount: _____

Ryan White Title II and HOPWA case management is reimbursed by Full Time Equivalent (FTE). Below is the information necessary to make contractual payment and comply with state regulatory reporting requirements.

The following employees were employed under the RWII and/or HOPWA case management contract(s) during the Invoice Month listed above.

Employee Name	Total FTE	% RWII	% HOPWA	% Other

Instructions: **Employee Name:** enter all employees who are paid in any part under the RWII or HOPWA case management contract (i.e. case managers, eligibility specialists). **Total FTE:** enter in the amount of a FTE each person is employed at your agency. **% RWII:** for each employee, enter in the % of the FTE listed in the previous column paid for by RWII. **% HOPWA:** same as % RWII but for HOPWA. **% Other:** same as RWII but for Other funding sources (general revenue, county commission funding, private donations).

Total number of clients served during report period: RW: _____ HOPWA: _____

Clients served is the unique client count (no duplicates) of persons receiving any case management service. This includes persons getting an eligibility determination or update, assistance with a referral, or any documented activity related to case management of the individual client. Clients served by the FTEs listed above.

Authorized Signature: _____ Date: _____

SATISFACTION SURVEY--CASE MANAGEMENT

Following each statement or question, place a check mark in the box next to your answer. Answer the questions based on your experience since you started coming here. Your answer to these questions should express your general feeling about case management services over the past year. Your responses will remain private and anonymous, so please speak your mind.

1. Date: _____ 2. Name of Case Manager: _____
3. Name of Case Management Agency: _____
4. I am (*Check only one*): Male Female Transgender
5. I am ____ years old.
6. I consider myself to be (*Check only one*):
 - White American Indian/Alaskan Native Black
 - Asian Hawaiian/Pacific Islander
 - Other (*Please specify*): _____
7. Are you Hispanic? (*Check only one*):
 - Yes No
8. My Zip Code is? _____

	ALL THE TIME	MOST OF THE TIME	NEVER
9. My case manager assists me in accessing services needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. My case manager answers all of my questions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The case management agency is in a convenient location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. My case manager has maintained confidentiality regarding my care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. I can get a case management appointment within 5 days of when I asked for one	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. My case manager returns phone calls and messages I leave within 24 hours, excluding weekends & holidays	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. My case manager provides me with the information I need to access services for myself	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. My case manager treats me with courtesy, dignity, and respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. My case manager includes me in developing a plan of care that is consistent with my expressed needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

18. Rate the overall quality of services from this agency EXCELLENT VERY GOOD GOOD FAIR POOR

19. How long have you used this case manager?
 Less than one month 1-6 months 6 months to 1 year More than one year

LANDLORD/MORTGAGE HOLDER AGREEMENT

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

This is to verify that _____ is/are the tenant(s) or home buyer(s) residing at _____. The rent/mortgage is \$_____ per _____. As of ___/___/___ the tenant's/home buyer's account has a \$_____ balance due. This amount is for rent/mortgage payment(s) due from ___/___/___ to ___/___/___ . An eviction or foreclosure notice will be served if the account is not paid current by ___/___/___.

If the tenant(s)/home buyer(s) is/are eligible for assistance, I agree to accept The Health Planning Council of Southwest Florida, Inc. check for the amount listed in the authorization voucher. I understand that payment will be received within 30 days of the return of all paperwork. I understand that any balance due on the rent/mortgage after the authorized amount have been paid by The Health Planning Council of Southwest Florida, Inc. remains the responsibility of the tenant(s)/home buyer(s). Further, if the above payment includes a deposit, I agree to return any unused portion of the deposit to The Health Planning Council of Southwest Florida, Inc. at 9250 College Pkwy, Suite #3, Fort Myers, FL 33919.

PLEASE PRINT CLEARLY:

Landlord/Property Owner's name: _____

Address for Check to be sent: _____

Phone Number: _____ Fax Number: _____

Tax ID # or Social Security#: _____

Signature – Please Sign

Date

Please note that any assistance received by the tenant/home buyer is contingent upon the tenant/home buyer returning all the required documentation to:

Agency: _____

Address: _____

Case Manager: _____

FOR OFFICE USE ONLY

AUTHORIZED AMOUNT: Rent \$ _____ Mortgage\$ _____

Security Deposit \$ _____

Signature: _____ Date: ___ / ___ / ___

SECURITY DEPOSIT AGREEMENT

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

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

If this individual is eligible for assistance, I agree to accept a check from The Health Planning Council of Southwest Florida, Inc to cover the security deposit. I understand that payment will be received within 30 days of the date on the request. I understand that any balance due on the security deposit after the authorized amount has been paid by The Health Planning Council of Southwest Florida, Inc remains the responsibility of the tenant. Further, I agree to return any unused portion of the deposit to The Health Planning Council of Southwest Florida, Inc at 9250 College Parkway, Suite #3, Fort Myers, FL 33919.

Please print clearly:

Make check payable to: _____

Address for check to be sent: _____

Name of Landlord: _____

Phone Number: _____

Fax Number: _____

Signature: _____

Date: _____

Title: _____

Tax ID # or Social Security#: _____

FOR OFFICE USE ONLY

AUTHORIZED AMOUNT: Security Deposit\$ _____

Signature: _____ Date: ____ / ____ / _____



THE HEALTH PLANNING COUNCIL OF SOUTHWEST FLORIDA
 9250 COLLEGE PARKWAY, SUITE 3, FORT MYERS, FL. 33919
 239-433-6700
 FAX: 239-433-6705

HOPWA ASSISTANCE REQUEST

One unit of assistance requested per form. A unit of assistance is one month of rent or mortgage, one stay of transitional housing, one month of utility assistance (or one utility deposit), or one rental deposit.

Date of Request: _____ MIP#: _____

Case Manager/Agency: _____ Phone: _____

Type of Residence: Single Family Detached Duplex Multifamily (Condo/Apt) Bedrooms _____

Assistance Requested: Rent Mortgage Transitional Housing Utilities Rental Deposit

THERE MUST BE DOCUMENTATION IN THE CASE MANAGER'S CLIENT CHART VERIFYING THE FOLLOWING:

- Client is HIV positive
- Client's income does not exceed 80% of the median income for the area
- This request is due to a HIV-related need¹
- The client has sought other sources of assistance before HOPWA
- The client has not used 21 weeks of assistance in current 52-week period

DAYS OF ASSISTANCE

Anniversary Date (current 52-week period start): _____ Days used prior to this request: _____ Days for this request: _____

Dates of Service from: _____ To: _____

DETERMINING ALLOWED AMOUNT

Total Actual Amount Due	or	Fair Market Value (Rent and Mortgage)	÷	Number of independent people in residence sharing expenses	=	Allowed Amount

PRO-RATING FOR REDUCED NUMBER OF DAYS

Allowed Amount	×	Number of days included in allowed amount	÷	Number of days for this request	=	Requested Amount

REQUEST SUMMARY

Amount Requested: _____

Paid To: _____

REQUIRED DOCUMENTATION TO BE SUBMITTED WITH THIS REQUEST:

- Rent: Copy of valid agreement with dates of service and amount due
- Mortgage: Mortgage bill with dates of service and amount due
- Transitional Housing: Original bill with dates of service and amount due
- Utility Assistance: Original bill with dates of service and amount due
- Deposit: Deposit agreement with amount due
- New Vendor : W-9

HEALTH PLANNING COUNCIL OF SOUTHWEST FLORIDA USE ONLY

Date: _____ Process: Yes No, Reason: _____

Approved Amount: _____ Comments: _____

GL Code: Rent (53201) Mortgage (53203) Transitional (53202) Utility (53204) Rental Deposit (53206)

Audit Review Date: _____ Reviewer(s): _____

¹ HIV-related need means the client must have an HIV condition that has a negative impact on their income and expenses to the extent that they cannot currently afford housing. The housing need must be directly related to the client's HIV infection. A client's HIV+ status alone is not the sole criteria in determining the client's eligibility for assistance.