

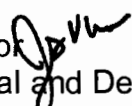


Interoffice Memorandum

AGENDA ITEM

February 28, 2017

TO: Mayor Teresa Jacobs
–AND–
Board of County Commissioners

FROM: Jon V. Weiss, P.E. Director 
Community, Environmental and Development
Services Department

**CONTACT PERSON: Mitchell Glasser, Manager
Housing and Community Development Division
407-836-5190**

SUBJECT: March 21, 2017 – Consent Item
Heart of Florida United Way, Inc.

On December 15, 2015, the Board of County Commissioners (BCC) approved an agreement between Orange County, Florida and Heart of Florida United Way, Inc., in the amount of \$179,009 to facilitate provision of homelessness prevention and rapid re-housing services to qualified individuals and families. During the course of FY 2015-2016, Heart of Florida United Way, Inc., utilized the majority of the funds awarded under the Emergency Solutions Grant (ESG) Program; however, the amount of \$34,500 was left unspent by the agreement expiration date of September 30, 2016. The ESG program provides two years to expend the awarded funds.

The attached agreement reallocates the funds left unspent and allows Heart of Florida United Way, Inc., to carry out the homelessness prevention activities using the FY 2015-2016 funds. This new agreement has been reviewed by the County Attorney's Office as to form. The term of the new agreement will be for the fiscal year beginning October 1, 2016 through September 30, 2017.

A file labeled "BCC Agenda Backup" and all supporting documentation are in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.

ACTION REQUESTED: Approval and execution of Project Administration Agreement between Orange County, Florida and Heart of Florida United Way, Inc. Regarding the Emergency Solutions Grant Program FY 2015-2016 to allow for utilization of \$34,500 of unspent funding from FY 2015-2016. All Districts

JVW:MG
Attachment

PROJECT ADMINISTRATION AGREEMENT
Between
ORANGE COUNTY, FLORIDA
And
HEART OF FLORIDA UNITED WAY, INC.
Regarding
THE EMERGENCY SOLUTIONS GRANT PROGRAM
FY 2015-2016

THIS AGREEMENT is made and entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter “County” or “Grantee”) and Heart of Florida United Way, Inc., a qualified not-for-profit corporation registered under the laws of the State of Florida (hereinafter “Agency”).

RECITALS

WHEREAS, the County has received a grant from the United States Department of Housing and Urban Development (“HUD”), under the McKinney-Vento Homeless Assistance Act and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (“HEARTH Act”); and

WHEREAS, in accordance with the HEARTH Act, HUD has implemented the Emergency Solutions Grant (hereinafter referred to as “ESG”) Program to assist individuals and families experiencing homelessness through the provision of funding to certain sub-recipient entities operating eligible shelters and/or to provide other supportive services for homeless and at risk persons; and

WHEREAS, the County was awarded a HUD grant under CFDA 14.231 (E15-UC-12-0003) to facilitate the implementation of the ESG Program within Orange County (hereinafter referred to as “ESG Program Funds” or “Program Funds”); and

WHEREAS, the County has designated the Orange County Housing and Community Development Division to serve as its authorized designee (“Program Administrator”) in overseeing and managing the delivery of services associated with the Grant; and

WHEREAS, the Agency is a private not-for-profit corporation with experience providing homeless prevention services for persons at risk of homelessness (collectively hereafter referred to as the “Project”); and

WHEREAS, the Agency proposes to provide such Services to qualified Orange County homeless individuals and families (collectively referred to as “Clients”); and

WHEREAS, the County finds that the Services proposed by the Agency serve a valid public purpose, which will fulfill the purposes and policies of the HEARTH Act and the ESG Program; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency’s compliance with the requirements of the HEARTH Act and HUD regulations, and to secure other covenants and obligations from the Agency regarding the proposed Project and use of Program Funds.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, the County and the Agency agree as follows:

ARTICLE I

Section 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II

PROGRAM OBJECTIVES

Section 1. **Compliance with Program Objectives.** The ESG Program will provide funding to meet the following objectives:

- 1.1 Engage homeless individuals and families living on the street;
- 1.2 Improve the number and quality of emergency shelters for homeless individuals and families;
- 1.3 Help operate these homeless shelters;
- 1.4 Provide essential services to homeless shelter residents;
- 1.5 Rapidly re-house homeless individuals and families; and
- 1.6 Prevent families and individuals from becoming homeless.

ARTICLE III

SERVICES

Section 1. **Performance Requirements.**

- 1.1 The Agency agrees to comply with the requirements of the HEARTH Act and applicable ESG Program regulations, and all federal regulations and policies issued pursuant to the same. The Agency further agrees to utilize Program Funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 1.2 The Agency shall utilize ESG Program Funds by providing Project services to unduplicated Clients.
- 1.3 The Agency shall provide the necessary professional staff, volunteer workers and services required for the operation of the ESG Program.

- 1.4 The Agency shall provide matching funds equal to the amount of the Grant, and shall use ESG Program Funds and matching funds to conduct eligible Project activities, as determined by the County and as necessary or appropriate to accomplish established goals within the County.
- 1.5 The Agency must maintain written standards for providing ESG assistance and must consistently apply those standards for all Program Clients as required by the Federal Code 24 CFR §576.400, Rules and Regulations of the ESG Program.
- 1.6 The Agency must coordinate and integrate ESG funded activities with mainstream resources and with other programs targeted to serving homeless people as required in the Federal Code 24 CFR §576.400.
- 1.7 The Agency must perform an initial evaluation of proposed Client eligibility and needs of all households, including annual income, connecting Program Clients to resources and housing stability case management.
- 1.8 The Agency shall continue to meet and comply with all applicable Program guidelines, and applicable federal laws, a partial list of which is attached hereto and incorporated by this reference as **Exhibit A**.
- 1.9 The Agency shall have an established process for determining eligibility of applicants that is consistent with recordkeeping requirements and reflects HUD's preferred order for documentation, which shall include, but not be limited to, written third party verification, including available documents; oral verification; intake staff observations; or self-certification. Exceptions to HUD's preferred order are made when providing emergency shelter, street outreach or victim services.
- 1.10 The Agency shall fulfill HUD's requirement to participate in the Homeless Management Information System ("HMIS"). The Agency shall:
 - a. Comply with the Homeless Services Network's Policies and Procedures for HMIS;
 - b. Designate a primary contact to manage HMIS requirements ("Primary Contact");
 - c. Provide the Primary Contact's contact information to the County and Homeless Services Network;
 - d. Assign responsibility to the Primary Contact for HMIS data entry, reporting compliance, and maintaining awareness of HMIS guidelines, including, but not limited to, HUD's universal data elements, and the ESG CAPER Report in HMIS;
 - e. Submit to Orange County such HMIS reports as may be required by the County.

Section 2. **Scope of Services.**

- 2.1 The Agency shall utilize ESG Program Funds to provide the services relating to the Project contemplated under this Agreement to unduplicated Clients. Services to be provided under this Agreement are further described in **Exhibit C** ("Scope of Services").
- 2.2 ESG Program Funds shall be expended only for those costs associated with the implementation and provision of those Project activities identified in the ESG Program

proposed budget ("Budget"), a copy of which is attached hereto and incorporated by this reference as **Exhibit B**.

- 2.3 The Agency shall continue to meet applicable HEARTH Act and ESG Program guidelines and standards and other applicable laws as more specifically set forth in **Exhibits E through G**.

Section 3. **Service Area.** The Agency shall provide Services through their facility located at 1940 Traylor Boulevard, Orlando, Florida 32804, or such other address located within Orange County, as may be provided to the County in writing ("Facility").

ARTICLE IV

RECORDS AND CONFIDENTIALITY

Section 1. Records Management.

- 1.1 The Agency shall retain copies of all records relating to this Agreement in accordance with the requirements set forth in 2 CFR§200.333 ("Retention Requirements for Records"), as incorporated in **Exhibit A** and the terms and conditions set forth in this Agreement. All such records shall be maintained in an organized and orderly manner and in a format acceptable to the Program Administrator. The County (or its designee), Program Administrator, Inspectors General, the Comptroller General of the United States, or HUD, and/or any of their authorized representatives shall have full access and right to examine such records evidencing Client eligibility, in accordance with **Exhibit F** (homeless definitions under the HEARTH Act). The Agency shall also maintain documentation including, but not limited to, family configuration, number of female heads of households assisted, race, ethnic origin, type of assistance requested, service(s) provided and income (see **Exhibits E and G**). If Services provided with ESG Program Funds include financial assistance and/or housing relocation and stabilization, documentation for these Services must follow the criteria established in **Exhibits H through J**.
- 1.2 The Agency shall maintain documentation supporting matching funds provided and utilized for the ESG Program.
- 1.3 The Agency shall retain copies of all records related to the Project services provided under this Agreement for a period of no less than five (5) years from the termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of this Agreement, the Agency shall maintain the records until the litigation (including any associated appeals), claim or audit findings have been resolved and for a period of five (5) years thereafter.

Section 2. Requirements for Personal Information Protection.

- 2.1 In accordance with Florida Statutes, the Agency shall take reasonable measures to protect and secure data in electronic form containing any personal information retained in the performance of the Project related to this Agreement. Personal information shall mean an

individual's first name or first initial and last name in combination with any of the following:

- (a) A social security number;
 - (b) A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - (c) A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
 - (d) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - (e) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- 2.2 Personal information shall also include a user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
- 2.3 The Agency shall take reasonable measures to protect and secure data in electronic form containing the personal information, identified in this section (collectively hereinafter referred to as "Personal Information"), that the Agency has been contracted to maintain, store, or process on behalf of the County or Program Administrator, in accordance with the requirements of this Section.
- 2.4 The Agency shall provide notice to the County as expeditiously as possible, but no later than forty-eight (48) hours, following the determination of the breach, or reasonable suspicion of a breach, of any system containing data in the electronic form that the Agency has been contracted to maintain, store or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form regardless of its source.
- 2.5 Notice of such breach to the County shall include the following:
- (a) A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security;
 - (b) The number of individuals who were or potentially have been affected by the breach;
 - (c) A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security;
 - (d) The name, address, telephone number, and e-mail address of the employee, agent or contractor from whom additional information may be obtained concerning the breach; and
 - (e) Any additional information requested by the Program Administrator.

Section 3. **Public Records Compliance Requirements.**

- 3.1 The Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.

- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement, if the Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, the Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding.

- 1.1 Funds are received under the Emergency Solutions Grant – CFDA 14.231 (E15-UC-12-0003) for this Agreement and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related services. The Agency shall comply with all of the terms and conditions outlined by the federal awarding agency grants and policy statements, and other federal, State, and local requirements, as applicable.
- 1.2 The Agency understands that this Agreement receives one-hundred (100%) percent of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of the Funds, the Agency shall be responsible for reimbursing the County the total amount owed.
- 1.3 The Agency understands and agrees that the Project services provided to the Clients are on an “as needed basis,” and that the dollar values referred to herein do not in any way constitute a guarantee of the level of effort that may be requested by the Agency or a guarantee of payment of the total maximum amount payable.
- 1.4 Should the County, as Grantee, in its sole discretion find that the Agency is not utilizing Grant Funds in a sufficient manner the Grantee reserves the right to reduce, or otherwise alter the funding amount of this Agreement. Notification of such funding modification shall be provided in accordance with Article XII herein.

Section 2. Budget.

- 2.1 The County shall pay the Agency an amount up to and not exceeding \$34,500 (Thirty-Four Thousand and Five Hundred Dollars) from ESG Program Funds. Such Funds shall be paid in accordance with the Agency’s Budget, a copy of which is attached hereto and incorporated by this reference as **Exhibit B**, and all federal, state and local laws, rules, regulations, and orders.

- 2.2 The Grantee shall be the final authority as to the availability of Funds and as to how available Funds will be allocated.

ARTICLE VI

BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. Billing Requirements.

- 1.1 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator by the last business day of each month. Submittals shall include a completed Cost Reimbursement Line Item Budget Invoice (hereinafter "Cost Reimbursement Invoice"), a draft copy of which is attached hereto and incorporated by this reference as **Exhibit D**. All requests for payment and/or reimbursement shall include the applicable Invoice and all supporting documentation necessary for processing expenses, which shall be as identified in the budgetary line item expenditures provided in the Budget, **Exhibit B**. Invoices shall be forwarded to the Program Administrator's office as identified in Article XIV of this Agreement.
- 1.2 Each Invoice shall be completed in its entirety. Any Invoice that is incomplete or which fails to include the required supporting documentation shall be deemed incomplete and rejected. In such case, the Program Administrator shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance with such action.
- 1.3 Failure by Agency to provide Invoices in a timely manner, complete and error-free, shall reflect on the administrative performance rating of Agency for subsequent funding awards. The Agency may submit the first Invoice no later than three (3) months after the execution of this Agreement. Failure to submit Invoices in a timely manner may result in additional contract conditions, suspension or termination of the Agreement.
- 1.4 The Agency expressly understands that it is liable for, and accepts responsibility for repayment of any Funds disbursed under the terms of this Contract that may be deemed to have been disbursed in error. Repayment by Agency to the Grantee shall be within thirty (30) calendar days from the date of demand by the Grantee. Failure by Agency to comply with this requirement shall be handled in accordance with the Federal Code 2 CFR §200.345 ("Collections of Amounts Due") (**Exhibit A**).
- 1.5 Any specific issues relating to billing for this Contract shall be as more specifically described in the Budget Attachment (**Exhibit B**).
- 1.6 Agency is prohibited from using Grant Funds for any Services not otherwise contemplated in the Budget Attachment (**Exhibit B**), or as otherwise approved by the Grantee in accordance with applicable federal guidelines.
- 1.7 In the event of any conflict between the provisions set forth in this Article and the requirements of the Federal Code 2 CFR Part 200 entitled "Uniform Administrative

Requirements, Costs Principles and Audit Requirements for Federal Awards” (hereinafter “Uniform Administrative Requirements”) the Federal Code shall take precedence.

- 1.8 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator on or before the last business day of each month. Submittals shall include ESG Program allowable Project services incurred during the prior month. The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement including, but not limited to, failure to submit Monthly Programmatic Reports (**Exhibit G**), or failure to assist the number of Clients projected, have not been met.
- 1.9 The Agency shall ensure that:
 - (a) All social security numbers included on documents submitted to the Program Administrator are excluded, deleted or redacted, except that the last four digits may be used to identify Clients in records or reports, if the Agency does not have a Client identification numbering system in place.
 - (b) For employee salaries, the Agency shall submit time sheets or other records documenting time employees spent in ESG Program related activities for the pay period covering the pay period(s) reimbursement is being requested.
 - (c) As part of its monthly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment to vendors.
 - (d) The Agency shall submit documentation reporting program income earned during the previous month as a result of ESG Program Funds utilized for the Project.
- 1.10 Requests for transfers within approved line items in the Project Budget (**Exhibit B**), which are reasonable and justifiable, are permissible with the approval of the County’s Housing and Community Development Division Manager (“Manager”) upon written request by the Agency. Such request shall be submitted no later than forty-five (45) days prior to the end date of this Agreement.

Section 2. **Payment Methods.** This Agreement is a Cost Reimbursement Line-Item Budget. Agency shall provide the following:

- 2.1 Reimbursement invoices shall be submitted on a monthly basis. All expenses shall require necessary supporting documentation and provide sufficient detail to verify and validate that the expenses were incurred.
- 2.2 All requests for authorized expenses shall be submitted to the Program Administrator’s office and will be processed for payment only after all documentation has been verified for completeness.

- 2.3 The completed invoice shall include a copy of the approved annual budget, current month requested expenditures, and copies of invoices with documentation evidencing proof of payment.
- 2.4 Specific issues relating to the invoice/payment under this Agreement shall be more specifically described in the Budget (**Exhibit B**).

ARTICLE VII

PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Use of Funds.

- 1.1 The Agency shall use the Funds received under this Agreement only for the purpose of conducting the Project and providing the agreed upon Project services described herein (**Exhibit C – “Scope of Services”**).
- 1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.
- 1.3 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing services under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.
- 1.4 The Agency shall repay the County any Funds which were paid in error to the Agency under the terms of this Agreement and as per 2 CFR Part 200 (“Uniform Administrative Requirements”).
- 1.5 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any Project services or expenses incurred not within the term of this Agreement.
- 1.6 The Agency shall complete all Project Services contemplated under this Agreement no later than September 30, 2017 (“Project Deadline”).

Section 2. Financial Standards.

- 2.1 The Agency shall maintain accounting systems with internal controls that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”).
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 (“Uniform

Administrative Requirements”) which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.

2.3 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) including, but not limited to, the following:

- (a) Voucher System showing all supporting documentation including purchase orders, invoices and requisition;
- (b) Book of Original Entry showing cash receipts, disbursement journals, and general ledger;
- (c) Chart of Accounts listing all accounts;
- (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
- (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and, for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
- (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
- (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks, and deposit slips;
- (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
- (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
- (j) Inventories and other safeguards loss by theft or physical deterioration of food, clothing, equipment or other items;
- (k) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with minimum value of One Thousand Dollars (\$1,000) and annual inventory reflecting actual value of property;
- (l) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project; and

- (m) Documentation of sources and utilization of matching funds including volunteer logs, accounting records or another type of supportive documentation.
- 2.4 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each sub-grant awarded, separately from expenditures from other sources. If the Agency maintains a common account for both HUD and other funds, the accounting system must provide identification of the different types of funds. If applicable, records should account for both HUD funds and matching contributions on a total cost basis.
- 2.5 Funds associated to this federal award may not be used for cost sharing or matching requirements of other federal grants unless specifically allowed.
- 2.6 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.7 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or, if litigation is pending, until litigation is completed. The records must be available to officers, employees, agents, and authorized representatives of the County and HUD.

Section 3. **Program Income and Fees.**

- 3.1 Program income, for the purpose of this Agreement, means gross income received by the Agency, which has been directly generated by an ESG Program supported activity, or earned only as a result of the Grant agreement during the Grant period. Program income includes, but is not limited to, income from fees for services performed, Client donations to the ESG Program, and from the use or rental of real or personal property acquired with Grant Funds.
- 3.2 Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program income-generating activities that are only partially assisted with Program funds, such income shall be prorated to reflect the actual percentage of ESG Program Funds that are used in accordance with 24 CFR Part 200 ("Uniform Administrative Requirements").
- 3.3 The Agency shall expend ESG Program Funds in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which requires that Program income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:
 - (a) Added to Funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of Project services for additional Clients, over and above the number of Clients specified in this Agreement;
 - (b) Used to finance the non-federal share of the Project when approved by the County; and
 - (c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.

- 3.4 Program income shall be applied to the matching contribution representing the non-federal share of the Project provided by the Agency in compliance with HUD/ESG Program requirements.
- 3.5 Program income on hand at the time of expiration of the Agreement must be returned to the County along with any accounts receivable that are attributable to the use of ESG Program Funds.
- 3.6 The Agency shall report to the County all fees collected in the performance of this Agreement which shall be collected in accordance with applicable federal, State, and local guidelines and regulations.

ARTICLE VIII

RECORDKEEPING, MONITORING, AND AUDITING

Section 1. **Risk Assessment.** The County shall conduct a risk assessment of the Agency and regularly complete a suspension and debarment check for the services performed under this Agreement.

Section 2. **Recordkeeping.**

- 2.1 The Agency shall establish and utilize and best accounting practice in the maintenance of all records relating to this Agreement. Such practices shall be in compliance with generally accepted accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities, in accordance with the Federal Code 2 CFR Part 200, subpart D.
- 2.2 All Funds received by the Agency from the County under the ESG Program shall be kept in accounts separate and apart from all other funds and accounts for the Agency.
- 2.3 The Agency shall establish and maintain separate accounting records for activities conducted, with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary and reasonable under this Agreement.
- 2.4 The Agency is strictly prohibited from co-mingling ESG Program Funds with funds received by the Agency relating to other Agency activity.
- 2.5 The Agency, as a sub-recipient of this Agreement, shall be subject to the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements").

Section 3. **Monitoring and Remedies for Non-Compliance.**

- 3.1 The Agency shall systematically and expeditiously furnish the Program Administrator any and all data needed for the purpose of ESG Program monitoring and evaluation. This data shall include the information of the Project services provided and any other data that may

be required by the Program Administrator, in its sole discretion, to adequately evaluate the ESG Program cost and effectiveness of the Services provided.

- 3.2 ESG Program and financial monitoring shall be performed periodically by the Program Administrator with a Letter of Findings provided, if applicable, and shall be in compliance with the Federal Code 2 CFR Part 200.338 ("Monitoring and Reporting Program Performance") (**Exhibit A**). The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Program Administrator, within thirty (30) days of the date of the Letter of Findings.
- 3.3 The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.
- 3.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right to termination of monthly contribution payments, and/or restitution of any use by the Agency of ESG Program Funds determined to not be in conformance with the terms and conditions of this Agreement.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 ("Financial Reporting") (**Exhibit A**). In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with ESG Program.
- 3.8 Monitoring and Program performance shall be completed in accordance with the Federal Code 2 CFR §328 ("Monitoring and Reporting Program Performance") (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency's compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit K** ("Sub-recipient Monitoring Guidelines").

Section 4. **Auditing.** The Orange County Comptroller (hereinafter "Comptroller") (or authorized designee) shall have the right to audit the Agency to examine use of Funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

- 4.1 ***Audit requirements.*** Any non-federal entity that expends \$75,000 or more during the non-federal entity's fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.501.
- 4.2 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-entity's fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 ("Scope of Audit"), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-section (c).
- 4.3 ***Exemption.*** Any exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 ("Relation to Other Audit Requirements"), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator no later than thirty (30) days after the auditor's report is received by the Agency. All duties shall be completed no later than one-hundred eighty (180) days after the close of the Agency's fiscal year, or as specified in accordance with the Federal Code 2 CFR Part 200, subpart F ("Audit Requirements").
- 5.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with the Federal Code 2 CFR Part 200, subpart F ("Audit Requirements"), shall be forwarded to the Program Administrator, with a copy provided to the Orange County Comptroller's Office, at the following addresses:

Orange County Board of County Commissioners
Housing and Community Development Division
Attn: Program Administrator
525 East South Street
Orlando, Florida 32801

Or electronic mail to: janna.souvorova@ocfl.net

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

Or electronic mail to: jamille.clemens@occompt.com

- 5.3 Audit requirements stipulate that grantees and sub-grantees that spend \$750,000 or more during their fiscal year in federal awards must have a single or program-specific audit

conducted for that fiscal year, in accordance with the provisions of the Federal Code 2 CFR Part 200.500 subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

<https://harvester.census.gov/facweb/>.

In the event the Agency is required to submit their audit (single or project specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200.500, subpart F, a copy of the audit will be forwarded to the County and Comptroller, as otherwise required by this Article.

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

Section 1. **Term.** The term of this Agreement shall be from October 1, 2016, through September 30, 2017.

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 60 days prior to the end date of this Agreement. All amendment requests shall be submitted in writing on the Agency letterhead and shall provide an explanation as to why an amendment is being requested.

Section 3. **Termination.**

- 3.1 Either party may terminate this Agreement without cause and for convenience upon thirty (30) days prior written notice to each party, delivered by certified mail, return receipt requested, or in person with proof of delivery. Any such notice shall be in compliance with the requirements set forth in Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement for any subsequent default; and no waiver of any such default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the ESG Program Funds expended on the Project. Such requirement shall be at the sole discretion of the County.
- 3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:

- (a) Unauthorized or improper use of Funds for the Project;
 - (b) Failure to comply with the requirements of the ESG Program or the terms and conditions of this Agreement;
 - (c) Submission of incorrect or incomplete invoices, monthly programmatic reports, or support documentation to the County;
 - (d) Inability to perform under this Agreement for any reason, including unavailability of ESG Program Funds to finance all or parts of the Project; or
 - (e) Violation of the conflict of interest or nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to the extent specified in the notice of termination;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement is not terminated;
 - (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;
 - (d) Manage ESG Program properties as directed by the County;
 - (e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and
 - (f) Take any other actions directed in writing by the County.

ARTICLE X

PERFORMANCE MONITORING AND REPORTING

Section 1. Performance Monitoring.

- 1.1 The Agency shall cooperate with the County in the implementation and maintenance of an evaluation system to monitor the project. Such cooperation shall include, but shall not be limited to, monthly or approved periodic submission of Client data reports, recording of income details, and compliance with all requests and requirements for evaluation and information pertaining to the Project.
- 1.2 The County shall perform annual monitoring visits to ensure compliance and assess the progress of the Agency in achieving levels of accomplishment established within this Agreement. Monitoring visits will be performed in accordance with general guidelines outlined in **Exhibit K** ("Sub-recipient Monitoring Guidelines"). Results from monitoring evaluations may be a factor in determining future ESG Program funding levels to finance the Project.

Section 2. Monthly Programmatic Reports.

- 2.1 The Agency shall submit a Monthly Programmatic Report to the Manager, as Program Administrator for the grant, together with the financial invoice. The Monthly Programmatic Report and Invoice shall be submitted on or before the last day of the month following the month during which Project services were provided.
- 2.2 The ESG Program's Monthly Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as **Exhibit G**, including, but not limited to, the following information:
 - (a) Total of unduplicated persons and households assisted;
 - (b) Racial breakdown and ethnic background of persons assisted;
 - (c) Gender of persons assisted;
 - (d) Number of families, adults, youths, female headed and single head households assisted;
 - (e) Persons in special sub-populations assisted;
 - (f) Description of service(s) provided; and
 - (g) Number of persons housed.
- 2.3 The Agency shall submit an end of the fiscal year, closeout Programmatic Report containing the cumulative totals and characteristics of persons and households assisted, type of shelter and services, and number of bed nights provided. In addition, the Agency

must report on how the Project assisted in fulfilling Consolidated Plan goals and ESG Program objectives through its accomplishments.

- 2.4 The Programmatic report must demonstrate how the proposed project can be measured according to the Performance Measurement Standards identified in **Exhibit G**.
- 2.5 The Manager should be notified in writing of any problems, delays or adverse conditions which affect the ability to attain ESG Program goals or preclude the attainment of projected units of service. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

ARTICLE XI

ASSIGNMENTS AND SUBCONTRACTS

Section 1. Subcontracts Requirements.

- 1.1 The Agency shall not assign any rights or duties under this Agreement to any other party without prior written permission from the County. If the Agency attempts to assign any such rights or duties without prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.
- 1.2 The Agency shall not enter into any subcontracts for the Project or related services, or any part thereof, conducted under this Agreement without obtaining prior written approval by the County, which shall be attached to the original Agreement and subject to the terms and conditions as the County may deem necessary.

ARTICLE XII

PROCUREMENT REQUIREMENTS

Section 1. General Requirements. The Agency shall comply with the applicable requirements set forth in Federal Code 2 CFR §200.326 when performing procurement in the process of delivering Services specified in this Agreement.

Section 2. County Procurement Requirements.

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with ESG Program Funds. These policies require a minimum of three (3) quotes for goods and services, including goods and services pertaining to rehabilitation and repair activities, with a value of \$1,500 (One Thousand Five Hundred Dollars).

- 2.2 The Agency shall maintain purchase orders, written contracts, quotes and other records documenting compliance with the County's procurement policies.
- 2.3 The Agency shall maintain an inventory of all property purchased or acquired with ESG Program Funds. "Property" shall mean all non-expendable, tangible property with a value of at least \$1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in its care, custody or control purchased or acquired with ESG Program Funds.
- 2.4 The Agency shall report lost or stolen property immediately to the County. The Agency shall also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency shall submit a report to the County listing the item received or returned as well as a description, serial number and quantity.
- 2.5 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired by the Agency with ESG Program Funds, pursuant to the requirements of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). At the County's discretion, the County may allow the Agency to retain property purchased with ESG Program Funds if such property is needed to continue performing services for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the County to continue using the property purchased with ESG Program Funds beyond the termination of this Agreement.

ARTICLE XIII

INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. **Indemnification.** To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. **Protection of Persons and Property.** While working or performing services at County facilities, the Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

- 2.1 The Agency shall take all reasonable precautions for the safety and protection of:
- a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;
 - b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and
 - c) Other property at or surrounding the premises including trees, shrubs, laws, walks, pavements, and roadways.
- 2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, its agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
- 2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:
- a) Occupational Safety & Health Act (OSHA)
 - b) National Institute for Occupational Safety & Health (NIOSH)
 - c) National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

- 2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. **Insurance.**

- 3.1 The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and State workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein. Insurance types and limits shall be sufficient to protect the interests of the County and the Agency.

- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:
- a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
 - b) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit L**.
 - c) **Professional Liability** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
 - d) Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

(Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The Certificate holder shall read:

Orange County Board of County Commissioners
Housing and Community Development Division
525 E. South Street
Orlando, FL 32801

ARTICLE XIV

NOTICES

All notices permitted or required should be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or by overnight delivery, addressed as follows:

As to County: Orange County Housing and Community Development Division
Attention: Manager
525 East South Street
Orlando, FL 32801

With Copy to: Orange County Government
County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th floor
Orlando, FL 32801

As to Agency: President/CEO
Heart of Florida United Way, Inc.
1940 Traylor Boulevard
Orlando, FL 32804

ARTICLE XV

GENERAL TERMS AND CONDITIONS

Section 1. **Applicable Law and Venue.** The Agency shall abide by all federal and State laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with all ESG Program requirements, HUD regulations, and all federal regulations and policies issued pursuant to these regulations, whether or not they are set forth herein. The Agency shall also comply with all other applicable State and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of the Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CFR Part 200, 2 CFR Part 200 subpart F ("Audit Requirements"). The Agency shall also adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Section 3. **Religious and Political Activities.** The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the ESG Program for sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no Funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), 24 CFR §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States 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. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the "Certification Regarding Lobbying" attached hereto and incorporated by this reference as **Exhibit M**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL ("Disclosure Form to Report Lobbying") in accordance with its instructions.

Section 5. **Non-Discrimination.** The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of this Project or performance of any services related thereto. The Agency shall comply with 42 U.S.C. §5301, et seq., 42 U.S.C. §6101, 29 U.S.C. §794, 24 CFR §570.602 and 24 CFR Part 6. The Agency shall also at all time comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §200d, et seq.) and implementing regulations in 24 CFR 1975 (42 U.S.C. §6101, et seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 6. **Resident Aliens.** The Agency agrees to comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

Section 7. **HIPAA Compliance.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act ("HIPAA"), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency's policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between the County and HUD.** The Agency agrees that it shall be bound by the standards terms and conditions used in the ESG Program Agreement between the County and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

Section 9. **Debarment and Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) – a contract award (see 2 CFR §180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflict.

Section 11. **Gifts.** The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

ARTICLE XVI

MISCELLANEOUS

Section 1. **Entire Agreement.** This written Agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

Section 2. **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee, or joint venture partnership between the Agency and the County.

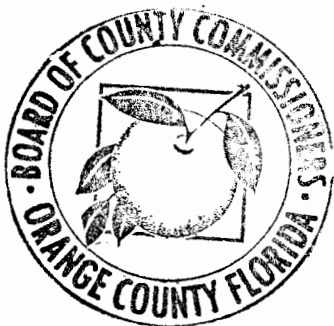
Section 3. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

Section 4. **Unlawful Compensation.** The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 5. **Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the dates set forth below.



ORANGE COUNTY, FLORIDA

BY: Board of County Commissioners

BY: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

DATE: 3.21.17

ATTEST:

Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Phil Diamond*

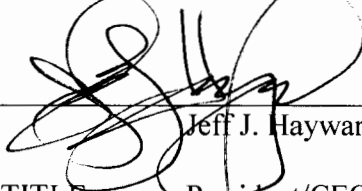
Deputy Clerk

DATE: MAR 21 2017

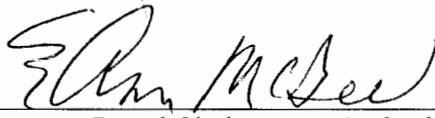
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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: HEART OF FLORIDA UNITED WAY, INC.



Jeff J. Hayward
TITLE: President/CEO

AND
BY: 

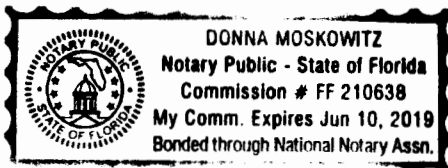
Board Chairman or Authorized Representative
Dr. E. Ann McGee

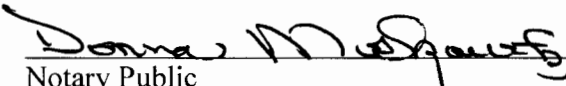
(Print or Type Name)

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Jeff J. Hayward, well known to me and known by me to be the President/CEO of Heart of Florida United Way, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of March, 2017.





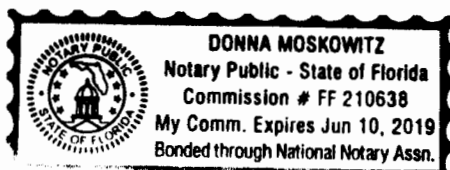
Notary Public
My Commission Expires: 6.10.2019

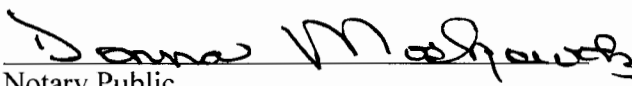
Printed Name or Stamp

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Dr. E. Ann McGee, well known to me and known by me to be the Board Chairman or Authorized Representative of Heart of Florida United Way, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of March, 2017.





Notary Public
My Commission Expires: 6.10.2019

Printed Name or Stamp

EXHIBIT A
APPLICABLE FEDERAL LAWS

The Agency shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 135, Section 3 Clause) requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, connected with the Project, be awarded to business concerns located in, or owned in substantial part by persons residing in, the area(s) of the project.
2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and the Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.
4. Lead Based Paint regulations for any construction or rehabilitation of residential structures with assistance under this Agreement shall be subject to HUD Lead Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 and in particular Sub-Part B thereof. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
5. Debarred, suspended or ineligible contractors. 2CFR part 200
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

15. 2 CFR §200.328 Monitoring and reporting program performance.

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
 - (2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
 - (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to

units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

- (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports (*if applicable*). For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- (e) The Federal awarding agency may make site visits as warranted by program needs.
- (f) The Federal awarding agency may waive any performance report required by this part if not needed.

16. **2 CFR §200.331 Requirements for pass-through entities.**

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);

- (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
- (iii) Federal Award Identification Number (FAIN);
- (iv) Federal Award Date (see §200.39 Federal award date);
- (v) Subaward Period of Performance Start and End Date;
- (vi) Amount of Federal Funds Obligated by this action;
- (vii) Total Amount of Federal Funds Obligated to the subrecipient;
- (viii) Total Amount of the Federal Award;
- (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
- (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (xii) Identification of whether the award is R&D; and
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and

(6) Appropriate terms and conditions concerning closeout of the subaward.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this Part and in program regulations.

17. **2 CFR §200.333 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

- (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

18. 2 CFR §200.336 Access to records.

- (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.
- (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

19. 2 CFR §200.337 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

20. 2 CFR §200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose

additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

21. **2 CFR §200.339 Termination.**

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for

compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

- (a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.
- (b) If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
- (c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77. See also the requirements for Suspension and Debarment at 2 CFR Part 180.

23. 2 CFR §200.341 Opportunities to object, hearings and appeals.

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

24. 2 CFR §200.342 Effects of suspension and termination.

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and
- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

25. 2 CFR §200.344 Post-closeout adjustments and continuing responsibilities.

- (a) The closeout of a Federal award does not affect any of the following:

- (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
 - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (3) Audit requirements in Subpart F—Audit Requirements of this Part.
 - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this Part, §§200.310 Insurance Coverage through 200.316 Property trust relationship.
 - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this Part, §§200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

26. 2 CFR §200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
- (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**EXHIBIT B
BUDGET**

**HEART OF FLORIDA UNITED WAY, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
FY 2015-2016 (reallocated funds)**

Line Items	Total Cost
Stabilization Financial Assistance <i>(deposits, rent fees, utility assistance, moving costs, etc.)</i>	\$14,500
Short to Medium Term Rental Assistance <i>(partial rent payments, arrears)</i>	\$20,000
TOTAL BUDGET	\$34,500

ACTIVITY: The Agency will utilize ESG funds to provide homelessness prevention services to at-risk individuals and families.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to twenty-five (25) unduplicated households.

MATCHING FUNDS: Match funds in the amount of \$34,500 are expected to come from cash expended in allowable costs and private funds.

PROGRAM INCOME: ESG requires that program income be applied to the matching contribution, which represents the non-federal share of the project provided by Heart of Florida United Way, Inc.

EXHIBIT C
SCOPE OF SERVICES

HEART OF FLORIDA UNITED WAY, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
FY 2015-2016 (reallocated funds)

OBJECTIVE(S): To prevent a person or family from moving into an emergency shelter or living in place not meant for human habitation.

PLANNED ACTIVITIES: The Agency, through its **Homelessness Prevention Program**, will provide qualified at-risk individuals/families with services specifically focused on preventing households from becoming homeless. More specifically, the program activities may include relocation and stabilization services and short- and/or medium-term rental assistance. Eligible participants may be provided with the following, as applicable to the program and the participant's needs:

1. **Stabilization Financial Assistance** – funding to provide financial assistance related to housing stability, to include rental application fees, security deposits, utility assistance, moving costs, and other costs directly associated with housing stabilization.
 - Maximum financial assistance shall not exceed \$3,000 per program participant/household.
 - Generally, clients should be responsible for paying their own utilities while provided rental assistance, unless necessary for stabilization.
2. **Short Term Rental Assistance** – funding to provide limited (up to 3 months) tenant rental assistance to households at risk of homelessness, to include partial rent payments and arrears.
 - A program participant/household must demonstrate that they will immediately lose housing if they do not receive ESG assistance (eviction notice, valid lease, etc.).
 - A minimum \$25 monthly client contribution is required, and such contribution should increase gradually to advance stabilization.
 - Rental assistance shall not exceed \$1,300 per program participant/household per month in combined rent and utilities.
3. **Medium Term Rental Assistance** – funding to provide extended rental assistance to clients experiencing acute financial hardship after following the terms of their short-term (3-months) rental assistance, and who are likely to reach stabilization if rental assistance is extended.
 - Clients must be re-assessed at the end of the third month of the short-term rental assistance to determine if the rental assistance needs to be extended. Re-assessment includes recertification for income and program eligibility.
 - The client's portion of the rent should increase gradually to advance stabilization.
 - Maximum duration of rental assistance is 12 months (3 months of short-term rental assistance followed by re-assessment and up to additional 9 months of medium-term rental assistance).
 - Maximum rental assistance shall not exceed \$10,000 per program participant/household (over a 12-months period).

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to twenty-five (25) unduplicated households during the period of October 1, 2016 through September 30, 2017.

It is anticipated that the planned activity will result in the following outcomes:

1. 50% of program participants will increase their income at the program exit;
2. 45% of program participants will have no deficit in their basic need expenses at the program exit;
and
3. 50% of participating households will be stabilized at the program exit.

ESG Program Funds may not be used to pay for the same costs or Clients funded during the same period by any other County funding and/or other federal sources.

AGENCY RESPONSIBILITIES: The agency shall confirm eligibility (Orange County residency, verification of income, or, if applicable, limited clientele eligibility) of each client seeking services that are provided under this Agreement. Evidence of eligibility for the client shall be provided to Orange County upon request. Files for each client shall be kept separately and shall be properly labeled to indicate the funding source.

TIMELINE: Projected activities are expected to be carried out during the period starting October 1, 2016 and ending September 30, 2017.

ADDITIONAL REQUIREMENTS: To ensure that the Agency meets the anticipated program outputs and outcomes in a timely manner, the County reserves the right to periodically review and monitor the Agency's performance and recommend corrective actions, if necessary. Any outstanding performance issues will be communicated to the Agency in writing, with a scheduled follow-up to ensure that the identified issues have been addressed by the Agency.

KEY RESPONSIBLE PERSONNEL: Lorri Highet, Assistant Director, Emergency and Homelessness Services (responsible for case management) and Cara Smith, Director, Emergency and Homelessness Services (supervisor).

The agency is responsible for making sure that the assigned key personnel are sufficiently trained to perform their duties and responsibilities, as assigned, and knowledgeable about the program requirements. The County shall be notified in a timely manner of key personnel changes. Such notifications shall be submitted in writing.

RECORDKEEPING: The agency shall adequately track, manage, and account for grant funds. The agency shall be responsible for maintaining a recordkeeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to this funding source. Additionally, the agency shall incorporate a timekeeping system that identifies employees' time and effort by funding source and maintains documentation of cost allocation.

BILLING AND PAYMENTS: The agency shall submit all invoices and/or requests for reimbursement with the required supporting documentation on or before the last business day of each month. Invoices/requests for reimbursement shall contain the following, as applicable: cover letter, invoice (see **Exhibit D**), monthly expenditure report form, programmatic report (see **Exhibit G**), salary support documents and time allocation records, utilities, operational and other expenses, payments to vendors, and other support documents and information.

To satisfy the ESG matching requirement, the Agency must provide the support documentation indicating the source(s) of match, stating specific amounts (when various matching sources are being used) and showing how the matching funds are being spent.

The agency is responsible for providing a copy of its updated insurance certificate(s) to Orange County and keeping its DUNS number and registration on www.sam.gov current. The agency shall also provide a copy of its new annual audit to Orange County once available.

POLICIES AND PROCEDURES: The agency is responsible for reviewing its policies and procedures to ensure that they meet HUD and Office of Management and Budget (OMB) requirements for federal awards. In particular, the agency's policies and procedures shall specify the system of internal controls the agency has in place to meet the requirements of the grant.

PROGRAM INCOME: When agency receives fees or donations from clients assisted under the program, these funds shall be listed on the monthly expenditures report form submitted with a request for reimbursement. Additionally, a list of client names and amounts paid or donated should be attached.

EXHIBIT D
INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to: Orange County Housing and Community Development Division
Attn. Manager
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E
INCOME GUIDELINES (Gross Income)

Gross Income
2016 Area Median (Family) Income (AMI) in Orange County, Florida
\$57,800

Persons in Household	Maximum Income (Up to 30% of AMI)
1	\$12,300
2	\$14,050
3	\$15,800
4	\$17,550
5	\$19,000
6	\$20,400
7	\$21,800
8	\$23,200

NOTE: The income levels are provided by HUD annually and are subject to change. The ESG program does not use the “extremely low income” measure to establish income limits, but instead uses the 30% of Area Median Income (AMI) income limits.

Under the ESG program, income eligibility is based on the HUD income limits in effect at the time of income verification. Income eligibility is not based on HUD income limits that correspond with the grant year under which the ESG funds were awarded.

EFFECTIVE: Data effective as of March 28, 2016.

MORE INFORMATION: <https://www.hudexchange.info/resource/5079/esg-income-limits/>

EXHIBIT F
ELIGIBILITY DETERMINATION/HOMELESS DEFINITION

ELIGIBILITY BY COMPONENT (Emergency Solutions Grants Program)	Street Outreach	<p>Individuals defined as Homeless under the following categories are eligible for assistance in SO:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1) <p>SO projects have the following additional limitations on eligibility within Category 1:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter
	Emergency Shelter	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 2 – Imminent Risk of Homeless <input type="checkbox"/> Category 3 – Homeless Under Other federal Statutes <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV
	Rapid Re-housing	<p>Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)
	Homelessness Prevention	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 2 –Imminent Risk of Homeless <input type="checkbox"/> Category 3 – Homeless Under Other federal Statutes <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV <p>Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects.</p> <p>HP projects have the following additional limitations on eligibility with homeless and at risk of homeless:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Must only serve individuals and families that have an annual income <u>below</u> 30% of AMI

EXHIBIT G

ESG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____

ESG PROGRAM OBJECTIVE: Assist homeless families - To assist: 25 Households Persons

SECTION I	Total for Month Unduplicated <u>Households</u> served with ESG			Year-to-Date Unduplicated <u>Households</u> served		
	Headed by Male	Headed by Female	Total Households	Headed by Male	Headed by Female	Total Households
Families with no children						
Households of: Unaccompanied Adult 25 and over						
Households of: Unaccompanied Youth 18-24						
Households of: Unaccompanied Child less than 18						
Households with children and youth headed by a Single Person 25 and over						
Households with children headed by a Single person under 25						
Households with: Two Parents 25 and over:						
Households with Two Parents under 25:						
TOTAL HOUSEHOLDS						

NOTE: Do not fill shaded areas

SECTION II	Total for Month *Unduplicated <u>Persons</u> served with ESG →				Year-to-Date *Unduplicated <u>Persons</u> served with ESG →			
	TOTAL				TOTAL			
SECTION III Persons Served in Emergency or Transitional Shelters who were: (Clients may fit more than one category; some duplication may occur)	Male	Female	Adults	Children &/or Youth	Male	Female	Adults	Children &/or Youth
Chronically Homeless (Emergency Shelter only)								
Severely mentally ill (chronically)								
Chronic Substance Abuse (alcohol & drug)								
Other Disability (DD, physical, & other)								
Veterans								
Persons with HIV/AIDS								
Victims of Domestic Violence (battered Spouse)								
Elderly								

Unduplicated annual number served: **EMERGENCY SHELTER:** -Households Persons [Adults Children/Youth]

HOMELESSNESS PREVENTION: Households Persons [Adults Children/Youth]

RAPID RE-HOUSING: Households Persons [Adults Children/Youth]

NON-SHELTER SERVICES: Annual number served: Adults Children/Youth served .

EXHIBIT G **ESG MONTHLY PROGRAMMATIC REPORT**

(Continued)

AGENCY NAME _____

SECTION IV	Total for Month *Unduplicated <u>Persons</u> served with ESG					Year-to-Date *Unduplicated <u>Persons</u> served with ESG				
	Hispanic or Latino		Not Hispanic or Latino		Total	Hispanic or Latino		Not Hispanic or Latino		Total
	Adults	Children &/or Youth	Adults	Children &/or Youth		Adults	Children &/or Youth	Adults	Children &/or Youth	
White										
Black / African American										
Asian										
American Indian /Alaska Native										
Native Hawaiian /other Pacific Islander										
Amer. Indian/Alaska Native and White										
Asian and White										
Black / African American and White										
Amer. Indian/Alaska Native and Black /African American										
Other Multi-Racial										
TOTAL (s/b same as top of Section II)										

Indicate Programs and Services provided with an X:

Emergency Shelter _____	Outreach _____	Legal Services _____
Food Pantry _____	Health &/or Dental Care _____	Budget/Crisis Counseling _____
Drop-in Center _____	Mental Health Services _____	Credit Counseling _____
Child care _____	Substance Abuse Services _____	Vouchers for Housing _____
HIV/AIDS Services _____	Homelessness Prevention _____	Soup Kitchen/Meal Distrib. _____
Rapid Re-Housing _____	Employment _____	Other: _____

Indicate Type of Organization carrying out the Activity with an X:

____ Public Agency ____ Faith-Based Non-Profit ____ Other Non-Profit

EXHIBIT G
ESG MONTHLY PROGRAMMATIC REPORT

(Continued)

AGENCY NAME _____

Narrative of Accomplishments this Month: (Narrative must include all items listed below)

1. Provide Summary of accomplishments made with Orange County's ESG Program funds.
2. Describe steps taken to broaden community financial support.
3. Include specific quantitative accomplishments made toward project goals identified in the Agreement.
4. Explain how performance is being/has been measured. Refer to Part VIII (B) of the Agreement.
5. State progress made in agency capacity building.

Attach additional narrative page(s), if necessary:

***NOTE:** Definition of *Unduplicated Clients*: Clients counted once (initial intake) in grant year. Clients assisted longer than one month or multiple times during the year are to be counted only once in the Unduplicated count for the grant year; however, details of such clients should be provided separately in the narrative section or in an attachment to this report.

This Programmatic Report is due within one (1) month of the month during which assistance was given. This Report supplements and is not a replacement for the HMIS ESG CAPER Report, and/or such other year-end reports as may be required by HUD or Orange County.

Certification: I certify that this information is true and accurately reflects the information contained in agency records.

Name: _____ Signature _____ Date _____

Form revised in September of 2016. Please do not alter. If necessary, additional information may be added on a separate page.

EXHIBIT H

HOUSING HABITABILITY STANDARDS

The Agency will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be residing with ESG Program re-housing assistance. Units must meet the following habitability standards:

- A. State and local requirements. Each grantee or sub grantee under ESG Program must ensure that housing occupied by a family or individual receiving ESG Program assistance is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing or services.
- B. Habitability standards. Except for less stringent variations as are proposed by the grantee or sub grantee and approved by HUD, housing occupied by a family or individual receiving ESG Program relocation assistance must meet the following minimum requirements:
 - 1. Structure and materials. The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.
 - 2. Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
 - 3. Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - 4. Interior air quality. Every room or space must have natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
 - 5. Water supply. The water supply must be adequate.
 - 6. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
 - 7. Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.
 - 8. Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
 - 9. Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
 - 10. Sanitary condition. The housing and any equipment must be maintained in sanitary condition.
 - 11. Fire safety. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
 - 12. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

EXHIBIT I **HOUSING HABITABILITY STANDARDS – INSPECTION CHECKLIST**

Name of Family	Phone Number	Case Number	Date of Inspection
Inspector's Name:			
Street Address	City	State	Zip Code
Housing Type : ___ High Rise ___ Mobile Home ___ Older Home Converted ___ Older Multi-Family ___ Row House/Garden Apt ___ Single Family Detached ___ Two/Three Family (Duplex)	Owner Information: Owner's Name: _____ Owner's Address: _____ <hr/> Phone Number: _____ Name of Agent: _____ Phone Number: _____ Address of Agent: _____ _____		
INSPECTION CHECKLIST			
	Passed	Failed	
Structure and Materials –Structurally sound, safe, no health hazards and occupant is out of the elements.			
Access- Accessible without unauthorized use of other property, available egress in case of fire.			
Space and Security- Adequate space and security for each resident and their belongings.			
Interior Air Quality- Space provided with natural or mechanical ventilation and free of pollutants in the air.			
Water Supply- Water supply is operable.			
Sanitary Facilities- Residents have access to sufficient sanitary facilities that are operable, can be used in privacy and the unit have adequate disposal of human waste.			
Fire Safety- Smoke detectors operable (minimum of one smoke detector on each occupied level). Smoke detector should also be located in hall areas near bedrooms. Public areas of the unit must also be equipped with a sufficient number of smoke detectors.			
Heating/Cooling – System is in operable condition.			
Electrical- Outlets, switches and other electrical items are in operable condition.			
Kitchen Facilities- Suitable space to prepare and serve food in a sanitary manner. Appliances in working condition.			
Sanitary Condition- The unit is maintained in sanitary condition.			
Lead Based Paint- For units built prior to 1978, provide lead based paint information to Renter. Consult Orange County's staff prior to moving renter to pre-1978 unit.			

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE

ESG Program Participant Household Name: _____

In File (Always Applicable) ✓	<i>Documentation</i>
<input type="checkbox"/>	HOUSEHOLD MEMBER IDENTIFICATION – Verification of each household member’s identity, per requirement/standard set by ESG Program grantee.
<input type="checkbox"/>	ESG PROGRAM FINANCIAL ASSISTANCE NOT USED FOR SAME COST TYPE AND SAME PERIOD AS OTHER FEDERAL, STATE, LOCAL PROGRAM ASSISTANCE – ESG Program staff assessment with participant to identify if other federal, state, local program is assisting with same cost type for same period.
Applicable ✓	In File ✓
	ESG PROGRAM FINANCIAL ASSISTANCE – Documentation showing eligible use of ESG Program Financial Assistance. NOTE: indicate where documentation is kept if not in participant case file (e.g., “supporting documentation for expenses kept in accounts payable file”).
<input type="checkbox"/> YES <input type="checkbox"/> NO	RENTAL ASSISTANCE <input type="checkbox"/> Supporting expense documentation (e.g., eviction letter, court documents, bill/invoice, etc.) <ul style="list-style-type: none"> <input type="checkbox"/> Rental arrears – supporting documentation. ESG Program payment may not exceed two months of arrears. <input type="checkbox"/> Current/ongoing rental assistance – supporting documentation <input type="checkbox"/> Rental application fees – supporting documentation <input type="checkbox"/> Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation -- AND -- <input type="checkbox"/> Copy of rental lease or occupancy agreement for unit assisted with ESG Program <ul style="list-style-type: none"> <input type="checkbox"/> Rental arrears – copy of lease or occupancy agreement <input type="checkbox"/> Current/ongoing rental assistance – copy of lease or occupancy agreement -- AND -- <input type="checkbox"/> Documentation indicating arrears assistance not greater than 2 months total -- AND -- <input type="checkbox"/> Documentation indicating total assistance (including arrears) not greater than 3 months without re-assessment (6 months total ESG Program assistance)
<input type="checkbox"/> YES <input type="checkbox"/> NO	UTILITY PAYMENT (only if client meets homeless or at risk of homeless eligibility) <input type="checkbox"/> Supporting documentation for expense (e.g., shut-off notice, print-out from utility company, bill/invoice, etc.) <ul style="list-style-type: none"> <input type="checkbox"/> Utility arrears – supporting documentation, maximum 2 months assistance. <input type="checkbox"/> Current/ongoing utility assistance – supporting documentation <input type="checkbox"/> Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation -- AND -- <input type="checkbox"/> If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility -- AND -- <input type="checkbox"/> Documentation indicating arrears assistance not greater than 2 months total -- AND -- <input type="checkbox"/> Documentation indicating assistance up to a period of 3 months and not greater than 6 months total after re-assessment
<input type="checkbox"/> YES <input type="checkbox"/> NO	SECURITY DEPOSIT (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., current lease, letter from landlord, bill/invoice, etc.)

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE
(Continued)

ESG PROGRAM Participant Household Name: _____

<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	UTILITY DEPOSIT (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., letter from utility company, bill/invoice, etc.) -- AND (if applicable) -- <input type="checkbox"/> If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	MOVING COSTS (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., bill/invoice, etc.) -- AND -- <input type="checkbox"/> Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) -- AND (for storage costs) -- <input type="checkbox"/> Documentation indicating assistance not greater than three months or until participant is in housing, whichever occurs sooner
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	MOTEL/HOTEL VOUCHER (when paid by charitable organization; not paid by client, local, state or federal government) <input type="checkbox"/> Supporting documentation for expense (e.g., bill/invoice, etc.) -- AND -- <input type="checkbox"/> Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) -- AND -- <input type="checkbox"/> Documentation indicating no appropriate shelter bed(s) available (e.g., ESG Program staff description of attempt to secure placement in emergency shelter and lack of available, appropriate bed(s)) -- AND -- <input type="checkbox"/> Documentation indicating subsequent housing identified but not yet available for move-in (e.g., copy of executed lease indicating lease start date, letter from landlord/owner indicating intent to lease and start date) -- AND -- <input type="checkbox"/> Documentation indicating assistance not greater than thirty (30) days or until participant is in housing, whichever occurs sooner
Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	HOUSING UNIT - Documentation showing ESG Program assistance used for eligible housing unit.
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	RENT REASONABLENESS – If receiving ESG Program Financial Assistance (current/ongoing rent or security deposit) AND staying in current unit or moving to new housing unit. <input type="checkbox"/> Documentation indicating rent charged for unit is comparable with unassisted units with similar amenities.
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	HABITABILITY STANDARDS INSPECTION – If receiving ESG Program Financial Assistance (any type) AND moving to new housing unit. <input type="checkbox"/> Documentation indicating unit meets HUD Habitability Standards for ESG Program (or higher standard if set by grantee, e.g. Housing Quality Standards (HQS)).
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	LEAD-BASED PAINT INSPECTION – If receiving ESG Program Financial Assistance (any type) AND staying in current housing unit or moving to new housing unit AND unit built before 1978 AND child under 6 years old or pregnant woman in household. <input type="checkbox"/> Documentation indicating unit passed lead-based paint inspection.
Notes:		

EXHIBIT K
SUB-RECIPIENT MONITORING GUIDELINES

ESG Grantee: _____

ESG Contract # _____

Sub-recipient Name: _____

Approved Amount: \$ _____

1. Activity Name: _____

2. Activity Description/Services to be Provided: _____

3. Any Special Conditions: _____

4. Number of Payment Requests to Date: _____ Amount Requested to Date: \$ _____

5. Total Disbursed to Date: _____ Balance: \$ _____

6. Comments: _____

7. Source of Match: _____

Requirements	Compliance			Comments
	Yes	No	N/A	
A. Agreement Requirements				
B. Applicable Laws and Standards				
C. Accountability				
D. Internal Accounting				
E. Personnel and Payroll				
F. Indirect Costs				
G. Inventory and Other Controls				

Summary:

(Signature of Reviewer)

(Date)

(Printed Name)

(Title)

EXHIBIT L
(if/as applicable)
LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement with the employee leasing company terminates and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: Insperity, Inc.

Workers' Compensation Carrier: Ace American Insurance Co.

A.M. Best Rating of Carrier: A+

Inception Date of Leasing Arrangement: 12/23/2006

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: Heart of Florida United Way

Signature of Owner/Officer Jill Greis

Title: Senior Vice President/CFO

Date: 2/28/17

Revised 10/1/08

EXHIBIT M
CERTIFICATION REGARDING LOBBYING

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this 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.

HEART OF FLORIDA UNITED WAY, INC.

By: _____

Title: President and CEO

Date: 2.28.17

EXHIBIT N

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these

additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 26 04 13 © Insurance Services Office, Inc., 2012

Page 1 of 1

EXHIBIT K
(if /as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named In the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

EXHIBIT P

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the
Declarations.

The following is added to Paragraph 8. Transfer Of Rights of Recovery Against Others To Us
of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the
Schedule above because of payments we make for injury or damage arising out of your
ongoing operations or “your work” done under a contract with that person or organization and
included in the “products-completed operations hazard”. This waiver applies only to the person
or organization shown in the Schedule above.

CRITERIA	EXHIBIT Q REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.331 (a) (i)	Subrecipient name (which must match registered name in DUNS)	Heart of Florida United Way, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	163161656
(a) (iii)	Federal Award Identification Number (FAIN)	59-0808854
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2015
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016- September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$476,755
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$34,500
(a) (viii)	Total Amount of the Federal Award	\$476,755
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Homelessness prevention services for at-risk individuals and families
(a) (x)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official;	U.S. Department of Housing and Urban Development; Pass through entity: Orange County; Contact: Mitchell Glasser, 407-836-5190
(a) (xi)	CFDA Number and Name; the pass-through entity must identify dollar amount made available under each Federal award and the CFDA number at time of disbursement	14.231 Emergency Solutions Grant
(a) (xii)	Identification of whether the award is R&D;	No
(a) (xiii)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	No
2 CFR 200.331 (a) (2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, Exhibit A
(a) (3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	Yes, Exhibits B, C, D, E, F, G, H, I, J,K,L,M
(a) (4)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the	Yes, Article VII, Section 2, Paragraph

	subrecipient (in compliance with this part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f) of this part.	2.3 (l) of Agreement
--	--	----------------------

(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

a)	Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:	
(1)	The subrecipient's prior experience with the same or similar subawards;	
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;	
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and	
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).	
(b)	Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.	
(c)	Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:	
(1)	Reviewing financial and performance reports required by the pass-through entity.	
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.	
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.	
(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:	

(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

Manager (or Designee)
Orange County Housing and Community Development